



TOWN OF BLACK MOUNTAIN

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

Date: September 11, 2023 Time: 6:00 p.m.

Regular Session Agenda

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

The Town of Black Mountain is committed to providing accessible facilities, programs, and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door.

Should you need other assistance or accommodation for this meeting, please contact

Town Clerk Savannah Parrish at 419-9310, or by email at town.clerk@tobm.org

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

1. CALL TO ORDER

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

2. PROCLAMATIONS, AWARDS, RECOGNITIONS

- A. Recognition of Chris Sloan – MESH Certification – Jamey Matthews, Public Works
Director
- B. 9/11 Remembrance Proclamation – Mayor Sobol
- C. Love Corner Proclamation – Mayor Sobol

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 FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

- A. Auditors Report 2022 – Travis Kever, Gould Killian CPA Group

5. CONSENT AGENDA

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

- A. Adoption of Minutes** – Savannah Parrish, Town Clerk
- B. Text Amendment to add Park, Facility, and Program User Code of Conduct** – Josh Henderson, Parks and Recreation Director
- C. Call for Public Hearing for Conditional Zoning Request for Montreat College** – Jessica Trotman, Planning Director
- D. Addendum of Interlocal Collection Agreement and Appointment of Town Tax Collector** – Tammy Holland, Finance Director
- E. Annual Property Tax Settlement and Order of Collection** – Tammy Holland, Finance Director

Motion: *I move that the Town Council approve consent items A – E as presented.*

6. 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.*

7. PUBLIC HEARING

*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.*

A. Public Hearing for Text Amendment to Conditional Zoning

Suggested Motions:

1. To open the public hearing for **Ordinance #O-23-15** for amendments to conditional zoning.
2. To close the public hearing.
3. To adopt **Ordinance #O-23-15** (statement of consistency included) as presented [or as amended].

B. Public Hearing for Text Amendment to the Primary Fire District #O-23-16

Suggested Motions:

1. To open the public hearing for **Ordinance #O-23-16** for amendments to the Primary Fire District.
2. To close the public hearing.
3. To adopt **Ordinance #O-23-16** (statement of consistency included) as presented [or as amended].

C. Public Hearing for Map Amendment to the Primary Fire District #Z-O-23-17

Suggested Motions:

1. To open the public hearing for **Zoning Ordinance #Z-O-23-17** for a map amendment to the Primary Fire District.
2. To close the public hearing.
3. To adopt **Zoning Ordinance #Z-O-23-17** (statement of consistency included) as presented [or as amended].

8. UNFINISHED BUSINESS

A. NCDEACS - Recycling Cart Grant Funding – Josh Harrold, Town Manager

Motion: *To accept or deny the NCDEASCS Recycling Cart Grant Funding.*

9. NEW BUSINESS

A. Field of Honor Parade Ordinance #O-23-19 – Jessica Trotman, Planning Director

Motion: *To approve Ordinance #O-23-19 as presented.*

B. Art in the Afternoon Lease (one -year) – Josh Harrold, Town Manager

Motion: *To approve the lease as presented or amended.*

C. Single-use Plastic Reduction Resolution – Josh Harrold, Town Manager

Motion: *To approve the resolution as presented or amended.*

D. Veteran's Park Baseball Dugout Renovations – Josh Harrold, Town Manager

10. COMMUNICATION

1. Town Attorney – Craig Justus
2. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION

- A. Closed Session to consult with an attorney – North Carolina General Statute 143-318.11(a)(3)**

Motion: I move to enter closed session to consult with an attorney as permitted by North Carolina General Statute 143-318.11(a)(3).

13. ADJOURNMENT

Proclamation

Fifth Anniversary of Love Corner in the TOWN OF BLACK MOUNTAIN

WHEREAS, September 2023 marks the 5th anniversary of Love Corner; and,

WHEREAS, the group assembles faithfully each Wednesday at the corner of State Street and Montreat Road to wave and hold encouraging signs; and,

WHEREAS, Ruth Pittard began the tradition in 2018 to spread love and to encourage the community to engage in actions of love and the Town sincerely appreciates contributions for the betterment of the community; and,

WHEREAS, the Love Group has become a well-known and beloved source of joy for residents and visitors alike; and,

WHEREAS, the Town joins Love Group in a celebration of unity and remains committed to treating all people with fairness and respect.

NOW, THEREFORE, do I, C. Michael Sobol, Mayor of the Town of Black Mountain, North Carolina, do hereby proclaim the 16th Day of September 2023 as Love Day in the Town of Black Mountain. Love Group is a valuable, positive asset to our community and we thank the group for their dedication to spread love and compassion.

PROCLAIMED, this the 11th day of September 2023.

Attest:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk

Proclamation

9/11 Day of Remembrance 22nd Anniversary

WHEREAS, in an unprovoked and senseless act of terrorism, four civilian aircraft were hijacked on September 11, 2001, and crashed in New York City, Pennsylvania and the Pentagon, resulting in a momentous loss of innocent U.S. lives of all heritages; and

WHEREAS, while we still continue to recover from the loss of innocent lives, the spirit of the U.S. has been revitalized, giving way to expressions of patriotism; and

WHEREAS, inspired by the heroism of our nation's public service personnel, military service members and countless volunteers, our nation found unity and strength; and

WHEREAS, from the tragedy of September 11th emerged a stronger nation, renewed by the spirit of national pride, and a true love of country; and

WHEREAS, Americans also have fought back against terror by choosing to overcome evil with good by loving their neighbors as they would like to be loved, contributing to relief efforts, and volunteering their time to aid those in need.

NOW, THEREFORE BE IT RESOLVED, that we, the Town Council of the Town of Black Mountain, do hereby proclaim September 11, 2023, as the 22nd Anniversary of the attacks of 9/11 and also the 9/11 National Day of Service and Remembrance in the Town of Black Mountain and urge our citizens to recognize the heroism of firefighters, rescue and law enforcement personnel, military service members and the many volunteers who responded to these tragic events with courage, selfless compassion, determination and skill; and to remember the victims and innocent lives lost as a result of the tragic events on September 11, 2001.

PROCLAIMED this 11th day of September 2023

Seal

C. Michael Sobol, Mayor
Town of Black Mountain

Attest:

Angela L. Reece, MPA, MMC
Deputy Town Clerk



TOWN OF BLACK MOUNTAIN

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

Date: August 10, 2023 Time: 5:00 p.m.

Agenda Workshop Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held their regular agenda workshop meeting on Thursday, August 10, 2023, at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 5:00 p.m. with the following members in attendance:

Mayor C. Michael Sobol
Vice Mayor Archie Pertiller
Council Member Alice Berry
Council Member Bill Christy – *absent*
Council Member Doug Hay – *absent*
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager – *absent*
Savannah Parrish, Town Clerk

Town Clerk, Savannah Parrish, presented the proposed agenda to the Town Council.

Councilmember Alice Berry requested that Item 9 – Public Hearings be moved to Item 7. This allows public hearings to occur earlier in the meeting, which could be helpful for members of the public who only wish to participate in the public hearing. There was some discussion.

Councilmember Pam King moved to approve the agenda as amended. The motion was approved by a vote of 3-0.

2. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:09 p.m.

ATTEST:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN

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

Date: **August 14, 2023** Time: **6:00 p.m.**

Regular Session Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held their regular meeting on Monday, July 10, 2023, at 6:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 6:00 p.m. with the following members in attendance:

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

The following staff members were present:

Josh Harrold, Town Manager
Craig Justus, Town Attorney – *absent, Brian Gulden attended.*
Savannah Parrish, Town Clerk

Mayor Sobol led those in attendance in the pledge of allegiance and a moment of silence, then read the ethics statement.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS

A. Citizen Recognition – Steve Parker, Police Chief

Police Chief Steve Parker recognized Officer Steven McPeters for his role in the chase and apprehension of an alleged bank robber through Black Mountain into Asheville. Parker also recognized Betty Jean Young who was the victim of an attempted carjacking by the alleged robber. John Carr and Joseph Onks were also recognized and awarded the Medal of Valor.

B. Recognition of Babe Ruth 8U All-Star Team – Josh Henderson, Parks and Recreation Director

The Mayor and Town Council recognized the Babe Ruth 8U All-Star Team. The Charles D. Owen Babe Ruth organization hosted the Cal Ripken Western North Carolina 11U and 8U All-Star tournament in Black Mountain at Veteran's Park on June 23rd-25th. The tournament was a huge success for the organization and the Town of Black Mountain. The 8U All-Star team comprised of players from the Owen district fought hard and placed 2nd in the tournament.

C. Recognition of Black Mountain Stingrays Swim Team – Josh Henderson, Parks and Recreation Director

Black Mountain Stingrays were recognized for the team's second straight Tarheel Swim League Championship. Black Mountain Pool Director Beth Rathbone also serves as coach for the swim team.

3. CITIZEN COMMENTS

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Mary Standaert invited the Mayor, Council, and public to the unveiling of the State of North Carolina Historical Marker for The Allen School that was located at 331 College Street in Asheville.

E.V. Gouge inquired about the status of repairs to the Gray Eagle Monument.

Andrew Clark spoke on behalf of Disabled American Veterans Chapter 14. Mr. Clark asked the Town Council to support various legislation related to veteran support.

Julie White spoke regarding the Active Mobility Ordinance on the agenda.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

A. Auditors Report 2022 — ~~Travis Kever, Gould Killian CPA Group~~ — moved to the September 11, 2023, regular session meeting.

5. CONSENT AGENDA

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

A. Adoption of Minutes — Savannah Parrish, Town Clerk

Minutes of the July 6, 2023 Agenda Meeting and the July 10, 2023 Regular Meeting

B. Fire Truck Financing — Josh Harrold, Town Manager

C. Patrol Car Financing — Josh Harrold, Town Manager

D. Call for Public Hearing for Text Amendment to Conditional Zoning - Jessica Trotman, Planning Director

E. Call for Public Hearing for Text Amendment to the Primary Fire District - Jessica Trotman, Planning Director

F. Call for Public Hearing for Map Amendment to the Primary Fire District - Jessica Trotman, Planning Director

G. Approval of Amendment #1 - Preliminary Engineering - Client Agreement Project EB5547-A – Josh Harrold, Town Manager

H. Approval of Amendment #2 - Preliminary Engineering - Client Agreement Project EB5547-B – Josh Harrold, Town Manager

I. Resolution to Enter into a Contract for Engineering & Grant Administration Services for the Veterans Park Streambank Restoration -FEMA PROJECT # 436912 – Angela Reece, Project & Facilities Manager

Town Manager Josh Harrold presented the consent agenda to the Town Council. Councilmember Christy noted that on the minutes of the July 10, 2023 meeting, votes should reflect four (4) members voting, rather than five (5), noting his absence. The Town Clerk will make the correction.

Council member Pam King moved to approve consent items A – I as amended. The motion was approved by a vote of 5-0.

6. 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.*

7. PUBLIC HEARING

*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.*

A. Public Hearing for Text Amendment to Vested Rights

Planning Director Jessica Trotman presented the information to the Town Council. The current ordinance incorrectly places conditional zoning into a category of site-specific development plans with a two-year time limit for vested rights. Conditional rezoning is not subject to this time limit because the site plan is part of the zoning regulation for a parcel which exists until such time it is amended by rezoning request or amendment specific to the parcel.

Councilmember Bill Christy moved to open the public hearing for Ordinance #O-23-14 for amendments to vested rights. The motion was approved by a vote of 5-0.

There were no public comments.

Councilmember Bill Christy moved to close the public hearing. The motion was approved by a vote of 5-0.

Councilmember Bill Christy moved to adopt Ordinance #O-23-14 (statement of consistency included) as presented. The motion was approved by a vote of 5-0.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

A. NCDEACS - Recycling Cart Grant Funding – Josh Harrold, Town Manager

At the February 13th Council meeting, Town Council approved grant applications to NCDEACS for funding for roll-out recycling carts. The total amount to purchase the recycling carts is \$ 349,163. The Town was awarded the full grant amount funding of \$116,000. The Town will need to fund the remainder of \$233,163. Black Mountain is the last remaining town in Buncombe County allowing the use of blue bags for recycling. After much discussion, no action was taken. Town Council directed staff to collect survey responses to glean public input, and to collect prices for other cart sizes.

B. Ordinance #O-23-11 for Amendments to Active Mobility Commission – Josh Harrold, Town Manager

The Active Mobility Commission would like to amend their ordinance to allow them to have input on already adopted and approved projects before they are implemented and to be able to seek direction from Town Council on various projects or concerns that they see or hear about from the community. Active Mobility Commission member Julie White was present, representing the commission. There was discussion between staff, the Commission, and the Council.

No action was taken.

C. Maintenance for Rapid Response Flashing Beacons – Josh Harrold, Town Manager

Sikes Ragan plans to install a sidewalk on the north side of NC 9. According to Jesse Gardner, engineer for Sikes Ragan, NCDOT is requested the Town agree to maintain the rapid response flashing beacons for the crossing of NC 9.

Councilmember Bill Christy moved to approve the request as presented. The motion was approved by a vote of 5-0.

D. Board Appointments

- 1. Recreation Commission – 5 applications received for two vacancies – Sally Cochran and David Galloway are recommended by the Commission.***

The Town Council unanimously nominated Sally Cochran and David Galloway to the Recreation Commission.

Councilmember Doug Hay moved to appoint Sally Cochran and David Galloway for three-year terms. The motion was approved by a vote of 5-0.

2. Active Mobility Commission – 1 application received for two vacancies.

Councilmember Doug Hay moved to appoint Kristie Bergna for three-year term. The motion was approved by a vote of 5-0.

3. Historic Preservation Commission – 1 application received for one vacancy.

Councilmember Doug Hay moved to appoint Debra Norman for a three-year term. The motion was approved by a vote of 5-0.

4. Zoning Board of Adjustment – 1 application received for two vacancies.

Vice Mayor Archie Pertiller moved to appoint Nicole Stallings to an alternate seat. The motion was approved by a vote of 5-0.

5. ABC Board Chair Appointment

Councilmember Bill Christy moved to appoint Larry B. Harris as ABC Board Chair. The motion was approved by a vote of 5-0.

10. COMMUNICATION

Town Attorney – Craig Justus – *absent, Brian Gulden attended.*

Mr. Gulden informed the Town Council that the State of North Carolina has not yet approved a budget.

Town Manager Josh Harrold informed the public that Town offices will be closed for Labor Day on September 4, 2023. Manager Harrold informed the council that the August regular session meeting will be Town Clerk Savannah Parrish's last meeting as Town Clerk. Savannah accepted the Town Manager position in neighboring Montreat, NC.

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Councilmember Pam King thanked Savannah Parrish for her time in Black Mountain, and thanked staff for moving away from plastic water bottles for council meetings.

Councilmember Berry also thanked Savannah, and informed the public that she and Councilmember Hay were working to find a date for another Town Hall event.

12. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 8:08 p.m.

ATTEST:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, *Recreation & Parks Director* **MEETING DATE:** September 11, 2023

AGENDA SECTION: CONSENT **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Text Amendment to add Park, Facility, and Program User Code of Conduct

SUGGESTED MOTION(S):

To approve as presented.

SUMMARY:

As a best practice, Recreation and Parks is seeking to add a text amendment to the town ordinance in the form of a user code of conduct for the departments parks, facilities, and programs. This amendment will seek to ensure that all park, facility, and program users are held to the same standard of accountability in order to achieve the mission of the department.

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: **Text Amendment: Park, Facility, and Program User Code of Conduct**

ORDINANCE #0-23-20

AN ORDINANCE TO AMEND CHAPTER 33, ARTICLE 1, SECTION 33-4, TO ADD PARK, FACILITY, AND PROGRAM USER CODE OF CONDUCT

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

NOW, THEREFORE, BE IT RESOLVED that Chapter 33, Article 1, Section 33-4, of the Town of Black Mountain Code of Ordinances, be amended to the following:

The mission of the Black Mountain Recreation and Parks Department is to, in partnership with our citizens and with respect to our environment, will provide community-based recreation programs, wellness opportunities, facilities, and services to enrich the quality of life in Black Mountain. The Recreation and Parks Department believes that to achieve its mission all participants must be held accountable for their behavior. With this in mind and in accordance with the Town Ordinance Chapter 33, the Town of Black Mountain asks that all Recreation and Parks facility, event, and program users, including participants and spectators, comply with the following Code of Conduct.

All park and program users shall:

- Follow the safety rules and park regulations.
- Show respect to all participants, spectators, staff, and volunteers.
- Refrain from using abusive, hateful, or foul language.
- Show respect for property, equipment, supplies and facilities.
- Refrain from any intimidating or threatening gestures and behavior
- Refrain from conduct that disrupts any program, event, or individual recreation experience.
- Follow program rules and take direction from staff.

Black Mountain Recreation and Parks reserves the right to take immediate disciplinary action up to removal and expulsion from the facility for violation(s) of the Code of Conduct. Please be aware that some Code of Conduct violations may also be subject to criminal prosecution. Any of the following consequences may be applied whenever an individual is found to be in violation of the Code of Conduct.

- Verbal Warning
- Removal from the facility, event and/ or program
- Expulsion from the facility and program for a specified period of time

Thank you for your cooperation and for making the Black Mountain Recreation and Parks Department programs, events, and facilities safe and enjoyable!

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 11th day of September 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** September 11, 2023

AGENDA SECTION: CONSENT **DEPARTMENT:** Planning

TITLE OF ITEM: Call for Public Hearing for Conditional Zoning Request for Montreat College

SUGGESTED MOTION(S):

To call for the public hearing to amend text for conditional zoning request for Montreat College to be held on Monday, October 9, 2023, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

SUMMARY:

Montreat College is requesting a conditional zoning to expand their Black Mountain Campus. The zoning district is currently institutional campus district (ICD) and they are asking to be rezoned to institutional campus conditional zoning district (ICD-CZ). Conditional zoning marries the development to a site specific plan. Montreat College is not looking to do any uses that are not already allowed in the current institutional campus district.

BUDGET IMPACT:

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

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

ATTACHMENTS:



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, October 9, 2023, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, October 9, 2023, at 6:00 p.m.** in the Council Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for a conditional zoning request for Montreat College.

The meeting is open to the public.

Savannah Parrish
Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Savannah Parrish, Town Clerk at 419-9310 or by email at townclerk@townofblackmountain.org.

Posted to the Town Bulletin Board 09/14/2023
Published in the Black Mountain News 09/21/23 and 09/28/23

www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** September 11, 2023

AGENDA SECTION: **Consent Agenda** **DEPARTMENT:** Finance

TITLE OF ITEM: Addendum of Interlocal Collection Agreement and Appointment of Town Tax Collector

SUGGESTED MOTION(S):

Approval of Addendum of Interlocal Collection Agreement and Appointment of Town Tax Collector

SUMMARY:

Buncombe County recently became aware of common gaps in practice across the state in regard to interlocal tax collection agreements. Pursuant to N.C.G.S. § 105-349(a)-(b). The town will appoint and swear in a Town tax collector. The Town Tax Collector will delegate all duties to the County Tax Collector for collection of taxes, fees and assessments to be collected by the Town pursuant to N.C.G.S. § 105-349 through 378.

In years past the Buncombe County Tax Collector has been appointed the Tax Collector for the Town. Based on the General Statute the Town will need to appoint a “Town Tax Collector” who will delegate the Tax Collector duties to the Buncombe County Tax Collector. With this delegation the County will continue to perform all of the collection duties as in previous years.

The Town Manager and Finance Director has selected Senior Accountant, Cortney Kidd, as the Town Tax Collector. Based on the finance department staff’s prior experience with tax collections this selection is the most advantageous to the Town.

The changes that the Board will notice are:

- Appointment of a Town Tax Collector
- Monthly Property Tax Collection Reports
- Refunds and Releases/ Value Adjustments will need to be approved by the Town Board prior to adjustments being made by the County Tax Collector.
- Approval of Tax Settlement Reports and Adoption of Order of Collection each year

RECOMMENDED MOTION AND REQUESTED ACTION:

Approval of the Addendum of the Interlocal Tax Agreement

Appointment of Cortney Kidd as the Town Tax Collector

ATTACHMENTS:

- i. Addendum to the Tax Collections Agreement

ADDENDUM TO TAX COLLECTIONS AGREEMENT

This Addendum to the Tax Collections Agreement ("Agreement") made and entered into May 13, 2019, by and between Buncombe County, a political subdivision of the State of North Carolina ("County") and the Town of Black Mountain, a North Carolina Municipal Corporation ("Town"):

Witnesseth:

Whereas, the County and Town previously entered into an Agreement for the County to bill and collect real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and any lien for special assessments made and confirmed by the Town;

Whereas, the Agreement is currently valid through June 30, 2025:

Whereas, the County and the Town desire to modify the Agreement to conform to the provisions of Chapter 105 of the North Carolina General Statutes, entitled The Revenue Act.

Now therefore, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

A. That paragraph 9 of the Agreement shall be replaced with the following:

The Town will adopt the same optional collection procedures that govern the collection of taxes by the County, including but not limited to:

- a. the adoption of any County discount rate that may be afforded to citizens who pay their taxes early;
- b. the adoption of a resolution to forgo collection of ad valorem tax bills that do not exceed five dollars (\$5.00) pursuant to N.C.G.S. § 105-321(f);
- c. the adoption of a resolution regarding small overpayments and underpayments of one dollar (\$1.00) or less pursuant to N.C.G.S. § 105-357(c); and
- d. the adoption of a resolution directing the tax collector to apply overpayments of up to fifteen dollars (\$15.00) as a credit against the tax liability for taxes due the next succeeding year pursuant to N.C.G.S. § 105-321(g).

B. That the following provisions will be added to the Agreement:

21. The Town will appoint a tax collector ("Town Tax Collector") pursuant to N.C.G.S. § 105-349(a)-(b).

22. The Town Tax Collector shall take the oath prescribed in N.C.G.S. § 105-349(g)

23. The Town Tax Collector, by this Agreement, delegates all of his/her duties to the County Tax Collector. By and through this delegation, all duties of the of the Town Tax Collector for the collection of taxes, fees and assessments to be collected by the Town pursuant to N.C.G.S. § 105-349 through 378 are transferred to the County Tax Collector, specifically, including settlements as provided in N.C.G.S. § 105-373. The delegation of duties by the Town Tax Collector to the County Tax Collector shall apply to any and all subsequent Town Tax Collectors and County Tax Collectors.
 24. Upon the delegation of duties by the Town Tax Collector to the County Tax Collector, the County Tax Collector shall take the same oath required of the Town Tax Collector.
 25. The Town Tax Collector shall have furnished a bond pursuant to N.C.G.S. § 105-349. Such bond shall cover the Town Tax Collector and any person to whom the Town Tax Collector has delegated his/her duties and authority.
 26. Each year, pursuant to N.C.G.S. 105-321, the Black Mountain Town Council shall adopt and enter in its minutes an order directing the Town Tax Collector to collect the taxes charged in the tax records and receipts. The Town Tax Collector shall deliver a copy of this order to the County Tax Collector within five days of its adoption.
- C. That each and every other of the terms and conditions of the Agreement remain in full force and effect.

[signature pages follow]

SIGNATURE PAGE 1 OF 2 TO ADDENDUM TO TAX COLLECTION AGREEMENT BETWEEN
BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN

IN WITNESS WHEREOF, the parties have caused this Addendum to the Tax Collection Agreement to be executed in their corporate names, by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

BUNCOMBE COUNTY

By: _____
Avril Pinder, County Manager

ATTEST:

APPROVED BY:

Lamar Joyner, Clerk to the Buncombe
County Board of Commissioners

Jennifer Pike
Buncombe County Tax Collector

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, have personal knowledge of the identity of Lamar Joyner, and hereby certify that said Lamar Joyner, Clerk to the Buncombe County Board of Commissioners, personally appeared before me this day and acknowledged that he is Clerk to the Buncombe County Board of Commissioners and that Avril Pinder is the Buncombe County Manager, and that by the authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said County Manager, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the _____ day of _____, 2023.

Notary Public
Printed Name:
My commission expires:

SIGNATURE PAGE 2 OF 2 TO ADDENDUM TO TAX COLLECTION AGREEMENT BETWEEN
BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN

IN WITNESS WHEREOF, the parties have caused this Addendum to the Tax Collection Agreement to be executed in their corporate names, by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

TOWN OF BLACK MOUNTAIN

By: _____
Josh Harrold, Town Manager

ATTEST:

APPROVED BY:

Savannah Parrish, Town Clerk

Cortney Kidd,
Town of Black Mountain Tax Collector

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, do hereby certify that Savannah Parrish, Town Clerk, personally appeared before me this day and acknowledged that she is Clerk to the Town of Black Mountain and that Josh Harrold is the Black Mountain Town Manager, and that by the authority duly given and as the act of the Town of Black Mountain, the foregoing instrument was signed in its name by said Town Manager, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the Town of Black Mountain, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the _____ day of _____, 2023.

Notary Public
Printed Name:
My commission expires:



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** September 11, 2023

AGENDA SECTION: **Consent Agenda** **DEPARTMENT:** Finance

TITLE OF ITEM: Annual Property Tax Settlement and Order of Collection

SUGGESTED MOTION(S):

Annual Property Tax Settlement for fiscal year 2023 and Adoption of the Order of Collection for Fiscal Year 2024.

SUMMARY:

Annual Property Tax Settlement

Pursuant to N.C.G.S. § 105-373, After July 1 and before being charged with taxes for the current fiscal year The tax collector must provide an annual settlement of current and delinquent property tax collected in the previous fiscal year for approval. The annual settlement provides in detail the tax collection of The Town of Black Mountain's Real Property, Personal Property, and Motor Vehicles. This report also includes the details regarding collection of the East Buncombe Fire District tax collections.

Included within this settlement are the three primary requirements:

Order of Collection

Also, Pursuant to NCGS § 105-321, Following the approval of the Tax Collector's Annual Statement of the preceding year, the governing board shall adopt an order of collection directing the tax collector to collect the taxes charged in the tax records and receipts. The order of Collection authorizes the collection of current fiscal year property taxes and charging the tax collector with the obligation to "employ all lawful means" to collect taxes.

RECOMMENDED MOTION AND REQUESTED ACTION:

Approval of the Annual Property Tax Settlement for Fiscal Year 2023

Adoption of the Order of Collection for Fiscal Year 2024.

ATTACHMENTS:

- i. Annual Property Tax Settlement
- ii. Order of Collection



Town of Black Mountain

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

Annual Tax Settlement for Approval

To: Mayor and Town Council

Date: August 02, 2023

Subject: Tax Collector's Settlement for Fiscal Year 2023

Pursuant to the provisions of North Carolina General Statute § 105-373, this memorandum is the Tax Collector's report of settlement to the Black Mountain Council for Fiscal Year 2023. Contained is the full settlement of the total Real Estate, Personal Property, and Registered Motor Vehicle Tax Charged for collection within the fiscal year 2023.

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real and/or personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request from the Buncombe County Tax Collector. The Tax collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies prescribed and allowed by law.

North Carolina General Statute 105-373(3), requires that this settlement be submitted to the governing board. The settlement together with the action of the governing board shall be entered into the minutes of the governing body per state statute.

Pursuant to NCGS § 105-321, ORDER OF COLLECTION

State of North Carolina
Town of Black Mountain

To the Tax Collector of Town of Black Mountain and by delegated authority, the Tax Collector for Buncombe County:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Buncombe County Tax Department and the Information Technology Office and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Black Mountain, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. Tax records for the Town of Black Mountain are delivered to you for collection. You are further authorized to call upon the Sheriff to levy upon and sell personal property under execution for the payment of taxes.

Witness my hand and official seal, this ____ day of _____, 2023

_____(Seal)
Josh Harrold, Town Manager
Town of Black Mountain

Attest:

Savannah Parrish, Clerk
Town of Black Mountain



Buncombe County Tax Collections

Jennifer Pike
Tax Collector

Annual Settlement and Order of Collection for Approval by the Buncombe County Commissioners

Pursuant to the provisions of North Carolina General Statute § 105-373, this memorandum is the Tax Collector's report of settlement to the Buncombe County Board of Commissioners for fiscal year 2023.

At the beginning of each fiscal year, the Tax Collector must provide to the Board of Commissioners an annual settlement of property tax collected in the previous fiscal year for approval, prior to being charged to collect taxes for the current fiscal year.

Included in this settlement are three primary requirements:

- Sworn settlement of all taxes collected in the prior fiscal year
- List of unpaid taxes for the prior fiscal year
- List of taxpayers who have been found to be insolvent with unpaid personal property taxes

I certify the information contained in the fiscal year 2023 annual settlement has been reviewed and to my knowledge is true and accurate.

A handwritten signature in cursive script that reads "Jennifer Pike".

Jennifer Pike
Tax Collector

Following approval of the Tax Collector's Annual Settlement of the preceding year, pursuant to NCGS § 105-321, an order of collection to the Tax Collector must be adopted for the 2023 tax year authorizing the collection of the current fiscal year property taxes.

Black Mountain

Fiscal Year 2023 Property Tax

Net Levy	Collected	Uncollected	Percent Collected
\$4,754,230.49	\$4,745,912.02	\$8,318.47	99.83%

Regular Levy Prior Year Collections in Fiscal Year 2023

Tax Year	Levy Due	Collected	Uncollected
2021	10,066.68	6,247.54	3,819.14
2020	2,674.18	605.26	2,068.92
2019	1,226.86	423.28	803.58
2018	804.91	191.98	612.93
2017	630.50	8.95	621.55
2016	107.71	-	107.71
2015	153.35	-	153.35
2014	161.57	-	161.57
2013	457.85	-	457.85
2012	682.47	-	682.47

Regular Levy 2023 Prepaid Amount Collected: \$ 417.29

Write Off Total (As of 07/13/2023)

2012 Regular Levy \$ 731.88

Write off total includes accrued interest.

**Fire Protection &
Ambulance and Rescue Service Districts
Fiscal Year 2023**

Fire Protection & Service District		Net Levy		Collected	Uncollected	Percent Collected
Asheville Special	FAS	\$	95,510.86	\$	95,292.18	\$ 218.68 99.77%
Asheville Suburban	FSB	\$	237,729.23	\$	237,727.35	\$ 1.88 100.00%
Barnardsville	FBA	\$	995,609.33	\$	989,379.43	\$ 6,229.90 99.37%
Broad River	FBR	\$	354,438.05	\$	352,809.89	\$ 1,628.16 99.54%
East Buncombe	FEB	\$	1,023,764.96	\$	1,021,651.73	\$ 2,113.23 99.79%
Enka-Candler	FEC	\$	3,371,091.35	\$	3,356,741.19	\$ 14,350.16 99.57%
Fairview	FFA	\$	3,015,647.34	\$	3,008,714.61	\$ 6,932.73 99.77%
French Broad	FFB	\$	614,702.87	\$	611,659.37	\$ 3,043.50 99.50%
Garren Creek	FGC	\$	275,557.06	\$	274,606.86	\$ 950.20 99.66%
Jupiter	FJU	\$	871,835.51	\$	868,906.09	\$ 2,929.42 99.66%
Leicester	FLE	\$	1,478,364.81	\$	1,469,820.96	\$ 8,543.85 99.42%
North Buncombe	FNB	\$	1,283,321.40	\$	1,280,033.84	\$ 3,287.56 99.74%
Reems Creek/Beaverdam	FRC	\$	1,624,869.56	\$	1,620,105.59	\$ 4,763.97 99.71%
Reynolds	FRE	\$	1,013,198.94	\$	1,011,364.61	\$ 1,834.33 99.82%
Riceville	FRI	\$	1,330,897.44	\$	1,328,837.08	\$ 2,060.36 99.85%
Skyland	FSK	\$	5,764,751.12	\$	5,758,434.19	\$ 6,316.93 99.89%
Swannanoa	FSW	\$	1,696,946.53	\$	1,691,773.43	\$ 5,173.10 99.70%
Upper Hominy	FUH	\$	884,840.57	\$	877,568.60	\$ 7,271.97 99.18%
West Buncombe	FWB	\$	2,324,812.18	\$	2,311,585.58	\$ 13,226.60 99.43%
Woodfin	FWO	\$	1,041,465.18	\$	1,037,089.82	\$ 4,375.36 99.58%
TOTAL			\$ 29,299,354.29		\$ 29,204,102.40	\$ 95,251.89 99.67%

	North Carolina Vehicle Tax System																									
	NCVTS Finance Report																									
	Report Date 7/5/2023 7:17:02 AM													99.65%												
	Billing Information									Collections									Credit/Debit Card Cost Allocation					Total Collections/Uncollected		
Jurisdiction	Nbr Vehicles	Renewal/LRP /Issue Net Values	Renew/Issue Levy (Tax)	Renew/Issue Levy (VehicleFee)	LRP Levy (Tax)	LRP Levy (VehicleFee)	Gross Levy (Tax)	Gross Levy (VehicleFee)	Renew/Issue Collections (Tax)	Renew/Issue Collections (VehicleFee)	LRP Collections (Tax)	LRP Collections (VehicleFee)	Net Collections (Tax)	Net Collections (VehicleFee)	% Collected	Billing Cost %	Total Collection By Credit Card	Credit Card %	Total Collection by Debit Card	Debit Card %	Interest Collected	Total Net Collections	LRP Uncollected			
BUN	250,239	\$3,124,701,000	\$12,815,646.34	\$0.00	\$2,472,514.01	\$0.00	\$15,288,160.35	\$0.00	\$12,780,929.04	\$0.00	\$2,453,995.13	\$0.00	\$15,234,924.17	\$0.00	99.65%	61.03%	\$10,109,436.18	60.86%	\$1,464,169.69	63.87%	\$116,864.79	\$15,351,788.96	\$18,518.88	(\$28.30)		
CAS	73,223	\$942,128,585	\$3,167,238.13	\$2,001,780.00	\$638,675.06	\$154,140.00	\$3,805,913.19	\$2,155,920.00	\$3,157,286.82	\$1,997,130.00	\$633,628.17	\$153,300.00	\$3,790,914.99	\$2,150,430.00	99.65%	23.80%	\$3,999,003.91	24.07%	\$467,792.12	20.40%	\$31,074.20	\$5,972,419.19	\$5,886.89	(\$0.05)		
CBF	1,570	\$36,671,559	\$108,996.82	\$0.00	\$17,792.76	\$0.00	\$126,789.58	\$0.00	\$108,612.83	\$0.00	\$17,792.76	\$0.00	\$126,405.59	\$0.00	99.69%	0.50%	\$84,184.27	0.50%	\$1,755.69	0.07%	\$838.79	\$127,244.38	\$0.00	\$0.00		
CBM	7,803	\$89,421,249	\$236,584.14	\$36,360.00	\$40,048.41	\$2,035.00	\$276,632.55	\$38,395.00	\$236,012.29	\$36,275.00	\$37,549.69	\$2,020.00	\$273,561.98	\$38,295.00	98.99%	1.24%	\$206,918.61	1.24%	\$16,411.56	0.71%	\$1,674.33	\$313,531.31	\$2,513.72	\$0.00		
CMT	476	\$6,437,144	\$25,067.39	\$0.00	\$2,782.31	\$0.00	\$27,849.70	\$0.00	\$24,915.48	\$0.00	\$2,782.31	\$0.00	\$27,697.79	\$0.00	99.45%	0.11%	\$17,051.93	0.10%	\$427.38	0.01%	\$104.49	\$27,802.28	\$0.00	\$0.00		
CRA	20	\$348,535	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
CWO	6,299	\$77,054,989	\$219,056.11	\$0.00	\$37,289.53	\$0.00	\$256,345.64	\$0.00	\$217,746.52	\$0.00	\$36,634.77	\$0.00	\$254,381.29	\$0.00	99.23%	1.01%	\$168,964.71	1.01%	\$27,673.76	1.20%	\$2,004.92	\$256,386.21	\$654.76	\$0.00		
CVV	4,788	\$62,667,281	\$189,100.00	\$0.00	\$30,817.90	\$0.00	\$219,917.90	\$0.00	\$188,868.28	\$0.00	\$30,287.11	\$0.00	\$219,155.39	\$0.00	99.65%	0.87%	\$148,057.42	0.89%	\$15,176.28	0.66%	\$1,209.68	\$220,365.07	\$530.79	(\$3.44)		
DBA	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DBE	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DHA	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DHC	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DHI	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DLE	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DNB	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DNN	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DNR	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DRC	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DSK	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DUH	2	\$17,090	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DWB	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
DWO	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
FAS	534	\$7,279,928	\$5,060.81	\$0.00	\$1,028.00	\$0.00	\$6,088.81	\$0.00	\$5,014.76	\$0.00	\$1,028.00	\$0.00	\$6,042.76	\$0.00	99.24%	0.02%	\$4,189.56	0.02%	\$401.99	0.01%	\$35.59	\$6,078.35	\$0.00	\$0.00		
FBA	4,054	\$41,281,434	\$74,752.55	\$0.00	\$14,303.36	\$0.00	\$89,055.91	\$0.00	\$74,531.01	\$0.00	\$14,303.36	\$0.00	\$88,834.37	\$0.00	99.75%	0.35%	\$54,093.91	0.32%	\$13,724.48	0.59%	\$619.78	\$89,454.15	\$0.00	\$0.00		
FBE	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
FBR	1,038	\$10,963,865	\$15,073.31	\$0.00	\$2,496.76	\$0.00	\$17,570.07	\$0.00	\$15,045.38	\$0.00	\$2,496.76	\$0.00	\$17,542.14	\$0.00	99.84%	0.07%	\$12,364.20	0.07%	\$1,427.88	0.06%	\$120.47	\$17,662.61	\$0.00	\$0.00		
FEB	4,700	\$51,022,345	\$47,791.72	\$0.00	\$7,044.05	\$0.00	\$54,835.77	\$0.00	\$47,684.44	\$0.00	\$6,873.74	\$0.00	\$54,558.18	\$0.00	99.49%	0.21%	\$37,597.93	0.22%	\$2,819.79	0.12%	\$368.23	\$54,926.41	\$170.31	(\$4.53)		
FEC	24,335	\$295,884,844	\$261,313.04	\$0.00	\$49,961.56	\$0.00	\$311,274.60	\$0.00	\$260,620.71	\$0.00	\$49,764.05	\$0.00	\$310,384.76	\$0.00	99.71%	1.24%	\$182,306.68	1.09%	\$57,924.92	2.52%	\$2,369.35	\$312,754.11	\$197.51	\$0.00		
FFA	12,381	\$175,108,873	\$215,716.99	\$0.00	\$38,400.05	\$0.00	\$254,117.04	\$0.00	\$215,407.10	\$0.00	\$38,380.26	\$0.00	\$253,787.36	\$0.00	99.87%	1.01%	\$182,116.61	1.09%	\$12,697.06	0.55%	\$1,872.07	\$255,659.43	\$19.79	(\$0.88)		
FFB	3,459	\$37,042,556	\$53,455.36	\$0.00	\$10,396.33	\$0.00	\$63,851.69	\$0.00	\$53,257.95	\$0.00	\$10,396.33	\$0.00	\$63,654.28	\$0.00	99.69%	0.25%	\$39,036.27	0.23%	\$10,515.63	0.45%	\$545.35	\$64,199.63	\$0.00	\$0.00		
FFL	0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00		
FGC	1,312	\$14,364,289	\$16,504.98	\$0.00	\$3,380.95	\$0.00	\$19,885.93	\$0.00	\$16,491.95	\$0.00	\$3,380.95	\$0.00	\$19,872.90	\$0.00	99.93%	0.07%	\$13,662.94	0.08%	\$1,533.26	0.06%	\$164.15	\$20,037.05	\$0.00	\$0.00		
FJU	7,342	\$83,781,464	\$76,363.70	\$0.00	\$13,793.74	\$0.00	\$90,157.44	\$0.00	\$76,295.11	\$0.00	\$13,751.36	\$0.00	\$90,046.47	\$0.00	99.87%	0.36%	\$56,967.01	0.34%	\$11,909.15	0.51%	\$651.37	\$90,697.84	\$42.38	\$0.00		
FLE	10,485	\$108,908,888	\$127,195.57	\$0.00	\$26,022.22	\$0.00	\$153,217.79	\$0.00	\$126,885.03	\$0.00	\$25,828.48	\$0.00	\$152,713.51	\$0.00	99.67%	0.61%	\$87,132.71	0.52%	\$27,010.81	1.17%	\$1,196.76	\$153,910.27	\$193.74	\$0.00		
FNB	8,464	\$101,485,275	\$91,930.89	\$0.00	\$17,661.17	\$0.00	\$109,592.06	\$0.00	\$91,625.91	\$0.00	\$17,517.80	\$0.00	\$109,143.71	\$0.00	99.59%	0.43%	\$71,415.21	0.42%	\$9,811.21	0.42%	\$709.70	\$109,853.41	\$143.37	\$0.00		
FRC	4,692	\$63,165,004	\$79,987.91	\$0.00	\$15,462.27	\$0.00	\$95,450.18	\$0.00	\$79,917.10	\$0.00	\$15,253.55	\$0.00	\$95,170.65	\$0.00	99.70%	0.38%	\$65,612.71	0.39%	\$6,947.40	0.30%	\$537.84	\$95,708.49	\$208.72	\$0.00		
FRE	5,489	\$69,559,069	\$66,658.99	\$0.00	\$11,659.97	\$0.00	\$78,318.96	\$0.00	\$66,421.94	\$0.00	\$11,595.59	\$0.00	\$78,017.53	\$0.00	99.61%	0.31%	\$56,725.26	0.34%	\$3,685.26	0.16%	\$607.67	\$78,625.20	\$64.38	\$0.00		
FRI	5,850	\$68,885,581	\$84,965.82	\$0.00	\$15,851.75	\$0.00	\$100,817.57	\$0.00	\$84,704.33	\$0.00	\$15,816.04	\$0.00	\$100,520.37	\$0.00	99.70%	0.40%	\$71,802.52	0.43%	\$5,516.56	0.24%	\$675.43	\$101,195.80	\$35.71	\$0.00		
FSB	231	\$4,616,121	\$3,927.45	\$0.00	\$213.23	\$0.00	\$4,140.68	\$0.00	\$3,927.45	\$0.00	\$213.23	\$0.00	\$4,140.68	\$0.00	100.00%	0.01%	\$3,739.22	0.02%	\$92.13	0.00%	\$3.57	\$4,144.25	\$0.00	\$0.00		
FSK	25,381	\$384,218,544	\$311,548.45	\$0.00	\$65,397.10	\$0.00	\$376,945.5																			



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** September 11, 2023
AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Planning
TITLE OF ITEM: Public Hearing for Text Amendment to Conditional Zoning **#O-23-15**

SUGGESTED MOTION(S):

1. To open the public hearing for **Ordinance #O-23-15** for amendments to conditional zoning.
 2. To close the public hearing.
 3. To adopt **Ordinance #O-23-15** (statement of consistency included) as presented [or as amended].
-

SUMMARY:

When the conditional zoning ordinance was first created, it did not include TND and ICD, as they were master planned districts. The amendment will add them to the list of conditional zoning districts so that the developments can apply for conditional zoning.

BUDGET IMPACT:

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

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

ATTACHMENTS:

Ordinance #O-23-15

ORDINANCE #0-23-15

**AN ORDINANCE TO AMEND APPENDIX A, LAND USE CODE, CHAPTER 4,
SECTION 4.6.2, CONDITIONAL ZONING DISTRICTS**

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

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

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it supports design principle one and two for quality design and infrastructure and allows the tools to enable smart and orderly growth.

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

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

- Promotes quality design and infrastructure and enables smart and orderly growth.

WHEREAS, after notice duly given, a public hearing was held on September 11, 2023, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that Chapter 4, Section 4.6.2 of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

4.6.2 Conditional zoning districts established.

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

- B. Conditional zoning districts. the following conditional zoning districts are established:
1. Conservation residential conditional zoning district (CR-1 CZ)
 2. Suburban residential conditional zoning district (SR-2 CZ)
 3. Town residential conditional zoning district (TR-4 CZ)
 4. Urban residential conditional zoning district (UR-8 CZ)
 5. Office and institutional conditional zoning district (OI-6 CZ)
 6. Neighborhood mixed use conditional zoning district (NMU-8 CZ)
 7. Central business conditional zoning district (CB CZ)
 8. Highway business conditional zoning district (HB-8 CZ)
 9. Light industrial conditional zoning district (LI-8 CZ)
 10. Heavy industrial conditional zoning district (HI-0 CZ)
 - 11. Traditional neighborhood development conditional zoning district (TND-CZ)**
 - 12. Institutional campus district conditional zoning district (ICD-CZ)**

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 11th day of September 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** September 11, 2023

AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Planning

TITLE OF ITEM: Public Hearing for Text Amendment to the Primary Fire District **#O-23-16**

SUGGESTED MOTION(S):

1. To open the public hearing for **Ordinance #O-23-16** for amendments to the Primary Fire District.
 2. To close the public hearing.
 3. To adopt **Ordinance #O-23-16** (statement of consistency included) as presented [or as amended].
-

SUMMARY:

The owner of 102 Church Street has requested to be removed from the primary fire district. This parcel is on the edge of the district and removal from the district would allow for the use of combustible materials and require less distance to the property lines. The Fire Department has reviewed this request and expressed concerns, which are summarized in the attached e-mail from Chief Coffey. The Planning Board reviewed this request at their July 24, 2023, meeting and recommended the removal of 102 Church Street from the primary fire district with a vote of 6-0.

BUDGET IMPACT:

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

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

ATTACHMENTS:

Ordinance #O-23-16

ORDINANCE #0-23-16

**AN ORDINANCE TO AMEND APPENDIX A, LAND USE CODE, CHAPTER 4,
SECTION 4.8.5, FIRE DISTRICT OVERLAY**

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

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

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it supports design principle five for revitalization of the downtown and assumes the same built to form as other structures in the immediate vicinity.

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

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

Promotes a vibrant mix of businesses, residences, retail, restaurant, entertainment, and civic uses, and a distinctive human-scale character that is cherished by residents and visitors.

WHEREAS, after notice duly given, a public hearing was held on September 11, 2023, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that Chapter 4, Section 4.8.5.1 of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

4.8.5 – Fire district overlay.

4.8.5.1 Statutory authorization and enactment. In accordance with the requirements of N.C.G.S §160D-1128(B), the Town of Black Mountain hereby establishes a primary fire district.

- A. Primary fire district defined. The primary fire district shall be as defined within the legal description set forth herein below. In addition, a map of the affected property, based upon the aforementioned legal description, is available for inspection in the office of the Town

Clerk in the Black Mountain Town Hall and in the Black Mountain Planning and Development Department.

- B. For the purposes of this section, the primary fire district shall be described as follows.
- Primary fire district. Beginning at the intersection of the centerlines of East State Street and Richardson Boulevard; thence running southeasterly along the centerline of Richardson Boulevard to a point where it intersects with the centerline of Sutton Avenue; thence **southwesterly west** along the centerline of Sutton Avenue to the intersection of the centerlines of Sutton Avenue and N.C. Highway 9; continuing **southwesterly west** along the centerline of Sutton Avenue **to where it** ~~which~~ becomes the centerline of South Dougherty Street; thence **northwesterly northwest** along the centerline of South Dougherty Street to **its** ~~the~~ intersection **with** ~~of~~ the centerline of West State Street; thence **northeasterly northeast** along the centerline of West State Street to **its** ~~the~~ intersection **with** ~~of~~ the centerline of Church Street; thence **northwesterly north** along the centerline of Church Street to a point in the centerline of Church Street **at the location where it would intersect with the extended southern boundary line of property being** ~~which is an extension of the southern boundary of the property~~ identified **with** ~~as~~ Parcel ID # **06193602000000** ~~0619-10-26-8198.000~~ **and** described in Deed Book **5703** ~~1744~~ at Page **1047** ~~0699~~ in the Office of the Register of Deeds for Buncombe County, thence **northeasterly east** to the **northeastern southwest** corner of said property; thence **westerly east** with the **northern southern** boundary of said property **and the southern boundary of property identified with Parcel ID# 061936039000000 and described in Deed Book 5665 at Page 1604 (a ½ undivided interest) and in Deed Book 5670 at Page 1426 (a ½ undivided interest) in the Office of the Register of Deeds for Buncombe County** ~~to the southeast corner of said property;~~ thence **northwesterly north** with the **western eastern** ~~boundaries~~ **boundary** of said property **and the property identified with Parcel ID# 061936039000000 described in Deed Book 5597 at Page 777 in the Officer of the Register of Deeds for Buncombe County** to the **northwest southeast** corner of the **last identified** property; ~~identified as Parcel ID # 0619.10-26-8273 described in Deed Book 1384 at Page 0331 in the Office of the Register of Deeds for Buncombe County, thence north with the eastern boundary of said property to the southeast corner of the property identified as Parcel ID# 0619.10-26-8219.000 described in Deed Book 1798 at Page 0360 in the Office of the Register of Deeds fro Buncombe County, thence north with the eastern boundary of said property to the southwestern corner of the property identified as Parcel ID# 0619.10-26-9410.000 described in Deed Book 1788 at Page 0714 in the Office of the Register of Deeds for Buncombe County;~~ thence **northeasterly east** with the **northern southern** boundary of said property to the ~~southeastern corner of said property;~~ thence east to a point ~~which is the intersection of the extension of the southern boundary of said property with the~~ centerline of Montreat Road; thence **southeasterly south** along the centerline of Montreat Road to a point where it intersects with the centerline of East State Street; thence **northeasterly east** along the centerline of East State Street to its intersection with the centerline of Richardson Boulevard, **being** ~~which is~~ the point and place of beginning.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 11th day of September 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** September 11, 2023
AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Planning
TITLE OF ITEM: Public Hearing for Map Amendment to the Primary Fire District **#Z-O-23-17**

SUGGESTED MOTION(S):

1. To open the public hearing for **Zoning Ordinance #Z-O-23-17** for a map amendment to the Primary Fire District.
 2. To close the public hearing.
 3. To adopt **Zoning Ordinance #Z-O-23-17** (statement of consistency included) as presented [or as amended].
-

SUMMARY:

The owner of 102 Church Street has requested to be removed from the primary fire district. This parcel is on the edge of the district and removal from the district would allow for the use of combustible materials and require less distance to the property lines. The Fire Department has reviewed this request and have expressed concerns, summarized in the e-mail from Chief Coffey. The Planning Board reviewed this request at their July 24, 2023, meeting and recommended the removal of 102 Church Street from the primary fire district with a vote of 6-0.

BUDGET IMPACT:

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

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

ATTACHMENTS:

Zoning Map Ordinance #Z-O-23-17

Amendment Primary Fire District Map

ORDINANCE NO. #Z-O-23-17

AN ORDINANCE AMENDING THE ZONING MAP FOR THE PRIMARY FIRE DISTRICT OVERLAY

WHEREAS, the Town of Black Mountain has the authority pursuant to Article 6 of Chapter 160D of the North Carolina General Statutes, to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and may amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, a comprehensive amendment to the Town's zoning regulations was adopted on January 11, 2010, (Ordinance No. #O-10-01) and is codified in Appendix A of the Town of Black Mountain Code of Ordinances (herein "Zoning Ordinance"), and maps dividing and classifying the property within the Town's zoning jurisdiction were adopted on January 11, 2010, Ordinance No. #O-10-01) and are on file and maintained in the Offices of the Town of Black Mountain Planning and Development Department (herein "Official Zoning Map"); and

WHEREAS, this proposed amendment is consistent with the Town of Black Mountain Comprehensive Plan and other official plans of the Town and is determined to be reasonable and in the public interest for the following reasons:

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL THAT:

The Official Zoning Map be, and the same is hereby, amended as follows:

That parcel described and identified on the Buncombe County tax maps as PIN 0619-36-0200.00000, recorded in Deed Book 5703, Page 1047 and currently owned by Paulson Real Estate, LLC, be removed from the Primary Fire District. A copy of the official zoning map showing said lot is attached hereto as Exhibit "A" and made a part thereof.

This ordinance shall be in full force and effective on the date of adoption.

READ, APPROVED AND ADOPTED, this the 11th day of September 2023.

Savannah Parrish, Town Clerk

C. Michael Sobol, Mayor

Approved as to form

Town of Black Mountain Primary Fire District Map





TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** September 11, 2023

AGENDA SECTION: OLD BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: NCDEACS—Recycling Cart Grant Funding – *Josh Harrold, Town Manager*

SUGGESTED MOTION(S):

SUMMARY: At the August 14th Council meeting, Town Council discussed the carts and funding and asked staff for more information and to produce a survey for citizens to respond. We recently received updated costs which have decreased. The total amount to purchase the recycling carts is \$ 334,178. The Town was awarded the full grant amount funding of \$116,000. The Town will need to fund the remainder of \$218,178. Black Mountain is the last remaining town in Buncombe County allowing the use of blue bags for recycling.

BUDGET IMPACT: Will need budget amendment

Is this expenditure approved in the current fiscal year budget? no

If no, describe how it will be funded. Fund balance appropriated

ATTACHMENTS: grant application/award letter

GRANT CONTRACT NO. CW39015
Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **1182

**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **TOWN OF BLACK MOUNTAIN** (the "Grantee"¹).

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

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

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **July 1, 2023** to **June 30, 2024**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

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

GRANT CONTRACT NO. CW39015

Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (984) 236-0130.

7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **ONE HUNDRED SIXTEEN THOUSAND DOLLARS (\$116,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

GRANT CONTRACT NO. CW39015
Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$40,000	1602	536962	6760
\$76,000	1602	536989	6760 RE-02

Grantee Matching Information:

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

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

- ☒ c. The Grantee's matching requirement is **\$8,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$8,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- ☒ d. The Grantee is committing to an additional **\$225,163.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$349,163.00**.

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

- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

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

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

GRANT CONTRACT NO. CW39015

Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

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

Grantee Contract Administrator	Department's Contract Administrator
Rechelle Ray, Waste Reduction Specialist Town of Black Mountain 304 Black Mountain Avenue Black Mountain NC 28711 Telephone: (828) 669-9194 Email: Rechelle.ray@tobm.org	Sandy Skolochenko North Carolina Department of Environmental Quality, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8147 Email: sandy.skolochenko@deq.nc.gov

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

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

Civil Rights Restoration Act of 1987, as amended;

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

Age Discrimination Act of 1975, as amended;

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

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

GRANT CONTRACT NO. CW39015
Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

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

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

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

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

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

GRANT CONTRACT NO. CW39015
Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

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

TOWN OF BLACK MOUNTAIN

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Rechele Ray

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

Date

Date

ORIGINAL

**General Terms and Conditions
Governmental Entities****DEFINITIONS**

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

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

Relationships of the Parties

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

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

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

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

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

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

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

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

Indemnity

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

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

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

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

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

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

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

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

Miscellaneous

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

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

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

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

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

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

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

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

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

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

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

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

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

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

2023 Community Waste Reduction and Recycling Grant Program

REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling (CWRAR) grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. Applicants should carefully read this entire RFP prior to submitting a proposal.

Contact: Sandy Skolochenko
919-707-8147
sandy.skolochenko@ncdenr.gov

Grant Funding: Up to \$30,000 for Standard Projects
Up to \$40,000 for Priority Projects

Cash Match: 20% of grant award

Proposals Due: February 16, 2023 by 5:00pm

Project Period: July 1, 2023 – June 30, 2024

What Types of Projects are Eligible?

DEACS seeks viable, well-planned proposals from local governments in North Carolina for projects that will initiate, expand, or improve waste reduction and recycling programs. Grant money may be used to help purchase physical infrastructure or equipment to divert materials from the waste stream, or to purchase, print and distribute educational materials to inform the public about waste reduction and/or recycling programs.

Priority Project Grants – *Eligible for up to \$40,000 in grant funding*

Priority Project Grants support investments in public recycling program areas that have been determined by DEACS to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

2023 CWRAR Priority Projects include:

- Implement new or expand existing curbside recycling programs or help transition a curbside recycling program from collection using bins or blue bags to a cart-based collection system.
- Conduct outreach enforcement efforts (e.g., tagging program) to reduce contamination in the recycling stream and improve material quality. If seeking funding for educational enforcement efforts, please see additional provisions in the Special Requirements section.
- Establish or expand glass recycling collection. To qualify as a Priority Project, the community must collect glass to be recycled by a downstream glass recycling processor, not to be sent for end-use applications such as aggregate or daily cover.
- Implement new permanent Household Hazardous Waste (HHW) programs. To qualify as a Priority Project, the permanent HHW program must be open to the public at least four (4) separate days during any given fiscal year.

By Executive Order 24, issued by Governor Perdue, and NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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

Standard Project Grants – Eligible for up to \$30,000 of grant funding

Standard Project Grants include any projects that increase or enhance public waste reduction and recycling but fall outside of the 2023 priorities. Standard Projects may include but are not limited to drop-off recycling infrastructure, vehicles and infrastructure for recycling collection or consolidation, education and outreach initiatives, construction and demolition recycling, electronics recycling, or recycling of specialty wastes such as fluorescent bulbs, motor oil, cooking oil, batteries, or latex paint.

Food Waste Projects

All projects related to food waste collection, donation or recycling are encouraged to apply for the special Food Waste Reduction grant that will be announced in October of 2022.

Eligible and Ineligible Expenses

Examples of approved uses of CWRAR grant funds include site development costs, construction of facilities to handle recyclable materials, equipment or vehicle purchases, equipment installation costs, and educational materials such as signs, mailers, handouts or brochures.

Grant funds may not be used for employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

How Grant Funds Work

All CWRAR grant funds are distributed on a reimbursement basis. Purchases must be made during the grant contract period and requests for reimbursement can be made after the grantee has completed and paid for grant purchases. State and local sales taxes are not reimbursable and should be excluded from grant expenditure totals. DEACS will continue to reimburse grantees until 90% of the award amount has been expended, withholding 10% of funds until receipt of an approved final report.

Available Funding

Standard Project: Applicants may request any amount of grant funding up to a maximum of **\$30,000**.

Priority Project: Applicants may request any amount of grant funding up to a maximum of **\$40,000**.

Cash Match

CWRAR grants require a cash match of at least 20 percent of the requested grant funding. For example, a grantee requesting a \$20,000 grant must match at least \$4,000 with local funds for a total project cost of \$24,000. Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

To calculate the necessary cash match for any grant project, determine the total budget associated with the project and then use the following equation: $\text{total project budget} \div 6 = \text{required cash match}$.

Contract Period:

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (NCDEQ). The resultant grant contract period is generally one year and intended to align with the local government fiscal year beginning July 1, 2023 and ending June 30, 2024. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and NCDEQ. Extensions are possible but not guaranteed. All purchases must be made within the grant contract period. Any purchases made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.

Who is Eligible?

Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR grant program.

Former CWRAR grantees are eligible to apply. Applicants with an open 2022 CWRAR grant contract must have invoiced for 90% of eligible grant funds by the proposal due date (February 16, 2023). Proposals will not be accepted from applicants with an open CWRAR grant from cycles prior to 2022. Applicants with open grants from other programs (e.g., Abandoned Manufactured Home Grants, Glass Equipment Infrastructure) are eligible to apply if open grants are in good standing and expected to be completed on time.

Federal and state agencies, universities and colleges, and non-profit organizations are not eligible for funding through this grant program. Public schools are not eligible for funding through this grant program; however, local governments may apply for funding to support public school recycling projects - see Special Requirements section below.

Conditions on Submittals

- Only one proposal per eligible entity will be accepted. Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply.
- Joint projects are encouraged in which two or more local governments partner on a project and contribute funding. Any local government participating in a joint project proposal may not submit additional proposals.
- Proposals will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

How to Submit Proposals:

One electronic copy of the proposal must be submitted by email to sandy.skolochenko@ncdenr.gov. Receipt of all acceptable proposals will be acknowledged by email. *If you do not receive a confirmation, contact Sandy Skolochenko at 919-707-8147 as soon as possible.* It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost proposals after the due date.

Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

Proposal Due Date:

Proposals must be received by DEACS by 5:00 p.m. on Thursday, February 16, 2023. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

Word of Advice for Grant Writing:

Available funding is limited, and it is anticipated that the 2023 CWRAR grant round will be highly competitive. For this reason, it is important that projects seeking grant funding be well thought out and well planned, and that applicants provide all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Applicants are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@ncdenr.gov to discuss potential grant projects prior to submitting a proposal.

Required Proposal Format:

The following outline indicates what applicants *must* include in their proposal for it to be considered complete. Proposals that fail to provide all the required information or that fail to follow this format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Email address
- Date of Proposal Submittal
- General Requirements: see General Requirements section below for more information
 - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.
 1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds. If the project will implement a new recycling program or improve an existing recycling program, provide a list of the recyclable materials that will be accepted and indicate where will they be taken for processing or marketing.
(Planning: 0-20 points; Priority Project: 0-10 points)
 2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will financially and operationally sustain the project after the grant ends.
(Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
 3. How does the proposed project address a specific recycling need for the community? Will the grant project create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?
(Demonstration of Need: 0-20 points)
 4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?
(Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
 5. Estimate the number of tons of waste expected to be reduced annually as a result of the proposed project. Explain how you came up with the estimate.
(Waste Reduction Impact: 0-25 points)
 6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.
(Joint Effort: 0-5 points)

- **Special Requirements:** Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section below.
- **Project Timeline:** Simple bulleted list showing approximate dates for major project milestones. Timeline must begin on or after July 1, 2023 and project must be complete by June 30, 2024. Please follow the example below:
 - ✓ November 1, 2023: Carts and educational materials purchased and commercial recycling program launched (*adjust based on proposed project*)
 - ✓ May 31, 2024: Submit all invoices and draft Final Report to DEACS (*required*)
 - ✓ June 30, 2024: Submit Final Report to DEACS (*required*)
- **Project Budget:** Please submit a table following the example below. Table should include an itemized list of intended expenditures and estimated costs. Total row should reflect the total project cost with breakdown of grant funds requested from the state and amount of matching funds to be provided by the applicant. Applicant Cash Match must be at least 20% of State Grant Award.

Project Elements	Estimated Cost		
Recycling Carts for Commercial Recycling Program	\$ 10,500		
Labels for Carts and Signs for Recycling Sites	\$ 900		
Program Brochures (Printing)	\$ 600		
	Total Project Cost	State Grant Award	Applicant Cash Match
Total Project Budget	\$ 12,000	\$ 10,000	\$ 2,000

* State and local sales taxes are not reimbursable expenditures and should not be included as part of grant budgets.

General Requirements – *for all applicants*

- Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR grants will not be awarded to applicants that do not have recycling services for cans, bottles, and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services.

Special Requirements – *only for applicants seeking funding for recycling education, school recycling, electronics recycling, or away-from-home recycling projects***Special Requirements for Recycling Education/Enforcement Projects**

1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant proposal is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant proposal.
2. If the grant proposal is for regional outreach materials, a letter of agreement and support must be provided by each participating local government or entity. Each participating entity should establish and provide a designated recycling contact for project coordination.
3. Identify the primary message of the outreach effort.
4. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. <https://deq.nc.gov/conservation/recycling/general-recycling-information/customized-outreach-materials>
5. Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads. Are your materials dependent on words or images?
6. Acknowledge that you will adhere to the following if the grant is awarded:
 - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.
 - Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing. It is often helpful to submit an initial draft for early feedback.
 - Post your community's accepted recyclables list online.
 - Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.

Special Requirements for Public School Recycling Projects

1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project.
2. List all the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity.
3. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the name and title of a designated recycling contact for each.
4. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g., classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
5. Indicate who will be responsible for emptying the recycling containers (e.g., custodian / cleaning staff, teachers, students, student groups, etc.).
6. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

Special Requirements for Electronics Recycling Projects

Any community seeking grant funds to support an electronics recycling program must make themselves eligible to receive funds distributed from the state's Electronics Management Program. More information available at: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>.

Applicants should indicate if they are already eligible and have received Electronics Management Fund distributions in the past.

- If so, explain how those funds have been used and how the community intends to use the funds that will be distributed in February 2023 and February 2024.
- If not, explain how the community will make themselves eligible to receive funds and how they intend to use funds that will be distributed in February 2023 (if applicable) and February 2024.

Note: municipal applicants may decide whether or not to request Electronics Management Funds directly or allow the county to receive funds. If the county will be receiving funds, please explain the electronics recycling partnership with the county government.

Special Requirements for Away-From-Home Recycling Projects:

Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, grant funding may be applied only to the recycling portion and the grantee will be responsible for covering the full cost of the waste portion. For example, if a community purchases a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,200, only the recycling portion (\$600) may be included as an eligible grant expenditure. Grant funds would cover \$500 and the grantee would cover \$100 to meet the 20% match. If seeking funding for an away-from-home recycling project, please indicate whether any of the containers will be used to collect waste (garbage) that will be disposed in a landfill.

Applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal.

How are Proposals Evaluated?

A selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2023.

Award Criteria:

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals.

1. **Demonstration of Need (0-20 points):** Does the proposed project address a specific equipment, educational, or infrastructure need for the community?
2. **Planning (0-20 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry best management practices?
3. **Waste Reduction Impact (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream, or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service, or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points):** One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. **Priority Project (0-10 points):** Is the project seeking funding for a Priority Project Grant? To what extent does the project support investments in one of the Priority Project Grant categories?

If a Proposal is Selected for Funding

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2023. Upon consideration of the proposals received, DEACS reserves the right to award grant amounts that are lower than the amount requested by an applicant.

DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- Successful applicants will be required to:
 - Provide their federal tax ID number.
 - Register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system or confirm/update your existing registration, please visit the following link: <http://eprocurement.nc.gov/>.
 - Submit a Conflict of Interest Policy using the following template or submitting a copy of your organization's existing policy: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments#Forms>.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV has been corrected before a grant contract can be initiated.

- DEACS will submit a request through the NCDEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. Final report guidelines are available at: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests. The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget. Successful applicants that make purchases before a grant contract is signed by both NCDEQ and the grant recipient will not be reimbursed.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended, withholding 10 percent of grant funds until receipt of an approved final report. The final report must be received and approved prior to the end date of the contract.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC
Telephone: (828) 419-9300

Tausha Millwood: Senior Administrative Assistant

Jamey Matthews: Public Works Director

Proposed Grant Project – 2023 Community Waste Reduction and Recycling Grant Program – Bag Reduction

Rechelle Ray, Waste Reduction Specialist
Town of Black Mountain
304 Black Mountain Avenue
Black Mountain, NC 28711
(828) 669-9194
Rechelle.ray@tobm.org

February 16, 2023

General Requirements

The Town of Black Mountain is a local municipality in Buncombe County. All revenues received from the NC Solid Waste Disposal Tax quarterly distribution are posted to an account solely for use in our Solid Waste Department within Public Works. Per GS 10-187.63, these funds are used solely for solid waste management programs and services.

The Town of Black Mountain provides recycling services including material pickup within town owned buildings and town employees are encouraged to recycle. Town employees can recycle cans, bottles, glass containers and paper.

The Town of Black Mountain collects fluorescent bulbs from town-owned buildings and delivers them to the county. Once collected they are accumulated with fluorescent bulbs and other mercury containing devices and a processor, such as CleanLites Recycling, is then called to recycle the materials.

Project Description

The Town of Black Mountain began in-house Solid Waste and Single Stream Recycling (SSR) collection in 2020 after our contract with Waste Pro ended. Approximately 4,700 households have access to bi-weekly collection with the option to purchase their own cart or utilize blue bags as a container for recyclables. While blue bags are a cost-effective option, they are not

recyclable with Curbside Management (Curbie) and are considered a contaminant. The Town of Black Mountain is one of the last remaining municipalities in Buncombe County using the blue bag recycling system.

Nancy Lawson, Co-Owner of Curbie, informed us during a tour that plastic bags make up about 70% of the contamination at their Materials Recovery Facility (MRF). They staff laborers daily who prioritize removing contaminants like plastic bags. The tedious task of removing plastic blue bags from the recycling stream slows their daily operations. Curbie spends over \$10,000 monthly to send contaminants like blue bags to landfill.

Switching from blue bags to recycling carts provides a safer working environment for sanitation workers who will not have to bend over as regularly to lift heavy and unorganized recyclables. Workers' compensation claims and insurance premiums may decrease overtime.

The Town of Black Mountain does not actively promote the county's educational resources because blue bags contradict their slogan of leaving all recyclables unbagged. Switching to recycling carts will give the Town of Black Mountain access to more county resources.

To further improve the quantity and quality of recyclables collected in the Town of Black Mountain, the Town is seeking Community Waste Reduction and Recycling Grant funding as a priority project to promote recycling. The town plans to purchase approximately 4,750 96-gallon recycling carts to enhance and standardize our collection service if awarded grant funding. The elimination of blue bags and the change to cart-based recycling improves the quality of materials recovered, increases recycling tonnage, provides safer working conditions for our town's sanitation department and decreases contamination within the recycling stream. With the projected number of 4,706 households being served, the town would eliminate over 244,712 plastic bags from the waste stream annually (one bag/household/week). Using The Recycling Partnership's Community Tonnage Calculator, the Town of Black Mountain would recover an estimated 255 pounds of recyclables per household annually if there was a switch to recycling carts.

Additionally, to purchase recycling carts, the Town of Black Mountain is applying for grant funding through The Recycling Partnership.

The Town of Black Mountain will seek assistance from Buncombe County, The Recycling Partnership and The Division of Environmental Assistance and Customer Service to ensure the best education and outreach materials.

The Town plans to purchase recycling carts from a recommended and well-known vendor (like TOTER) which feature a 12-year warranty and are made to last between 15-20 years.

Before cart distribution, the Town of Black Mountain will promote recycling carts at community events and train town employees to educate the public when necessary.

When the carts are delivered, they will include educational materials such as brochures and/or magnets with updated information about proper recycling techniques with a strong emphasis on eliminating bags. Our sanitation department will receive training on writing and submitting “Oops” tags to households.

The Town of Black Mountain commits to further promote proper recycling after cart delivery in practices like events, digital media and mass advertising to reduce contamination rates and grow resident's knowledge of recycling.

Additional Requirements

As a condition of both grant awards, The Town of Black Mountain will:

1. Provide monthly recycling tonnage data to DEACS and The Recycling Partnership for the year preceding and the year following the distribution of the recycling carts.
2. Purchase recycling carts that contain at least 5% recycled content and are at least 64 gallon capacity for weekly recycling collection or at least 93 gallon capacity for every-other-week collection.
3. Distribute announcement information via postcards, door hangers, or bill inserts directly to all residents to inform them that recycling carts are coming.
4. Distribute recycling educational materials to all households (such as brochures, flyers, or magnets) with the new recycling carts that include acceptable materials and how to recycle correctly.
5. Post the recycling accepted list on the town website.

Project Timeline

Date	Task
August 1 st , 2023	Order carts, educate town employees and train sanitation department on cart-based curbside recycling, confirm community address list, begin public facing education and outreach.
September 1st, 2023	Deliver print media and begin distribution of carts through month
October 1st, 2023	Complete distribution of carts and outreach materials and start new program
May 1 st , 2024	Submit draft of final report to DEACS
June 30 th , 2024	Prepare and submit final report to DEACS

Project Budget

Project Elements	Estimated Costs				
RFID Enabled Recycling Carts – 96 Gallon (4,750 units)	\$339,363				
Cart Info Packet and Postcards (Printing)	\$4,800				
Advertisements and Community Events (Promotional)	\$5,000				
	Total Project Cost	State Grant Award	Town of Black Mountain Cash Match	The Recycling Partnership Grant	Remaining Funds for Town of Black Mountain
Total Project Budget	\$349,163	\$40,000	\$8,000	\$76,000	\$225,163

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

JAMIE RAGAN
Director



March 14, 2023

Rechelle Ray
Town of Black Mountain
304 Black Mountain Ave
Black Mountain, NC 28711

Dear Rechelle,

We are pleased to announce that the Division of Environmental Assistance and Customer Service has decided to award your 2023 Community Waste Reduction and Recycling Grant proposal for a total of \$116,000 in state grant funding. We will begin working to establish a grant contract between the Department of Environmental Quality and Black Mountain, with a target start date of July 1, 2023 and an end date of June 30, 2024.

Please note that the Department of Environmental Quality cannot reimburse any grant expenditure that is incurred before the grant contract start date. Also, grantees must make every attempt to finish their grant projects within the one-year grant contract period. Contract time extensions are possible but will only be allowed under extraordinary circumstances. Grantees who do not finish their projects by the original contract deadline risk forfeiting grant funds.

Congratulations on your successful grant proposal. If you have any questions about the grant award, please do not hesitate to contact Sandy Skolochenko at 919-707-8147 or sandy.skolochenko@ncdenr.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Sandy Skolochenko".

Sandy Skolochenko
Community Waste Reduction and Recycling Grant Manager
Division of Environmental Assistance and Customer Service



North Carolina Department of Environmental Quality | Division of Environmental Assistance and Customer Service
217 West Jones Street | 1639 Mail Service Center | Raleigh, North Carolina 27699-1639
877.623.6748

Notice of Certain Reporting and Audit Requirements

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

Reporting Thresholds.

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

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

Other Provisions:

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



Town of Black Mountain

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

Mayor
C. Michael Sobol

Town Manager
Josh M. Harrold

Town Council
Vice-Mayor Archie Pertiller
Council Member Alice Berry
Council Member William Christy
Council Member Doug Hay
Council Member Pam King

Town Clerk
Savannah Parrish

March 31, 2023

CONFLICT OF INTEREST POLICY

Conflict of Interest Defined:

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

- Ownership with a member of the Town Council/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Town Council/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Town Council/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Town Council/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Town Council/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

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

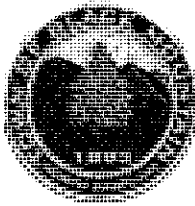
Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

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

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

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



Town of Black Mountain

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March 31, 2023

No Overdue Tax Debts Certification

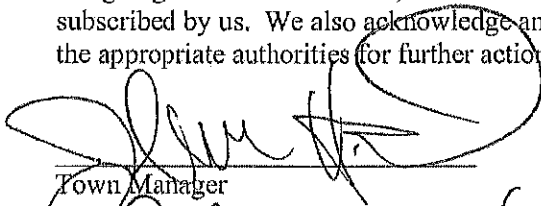
To: Office of State Budget and Management, Director and Chief Fiscal Officer

Certification:

We certify that the Town of Black Mountain has no overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level.

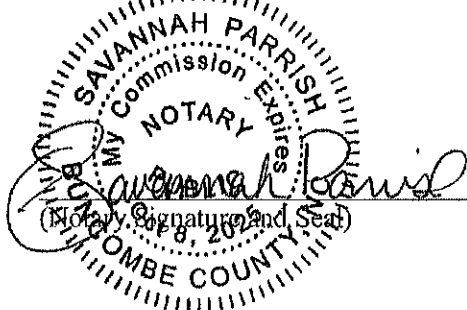
Sworn Statement:

Josh Harrold, and Tammy Holland, being duly sworn, say that we are the Town Manager and Finance Director respectively, of the Town of Black Mountain of in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Town Manager

Finance Director

Sworn to and subscribed before me on the day of the date of the said certification.



My Commission Expires: Oct. 8, 2025



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** September 11, 2023

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Planning

TITLE OF ITEM: Ordinance for Field of Honor Parade **#O-23-19**

SUGGESTED MOTION(S):

To approve **Ordinance #O-23-19** as presented.

SUMMARY:

The Black Mountain Kiwanis Club in conjunction with the Town of Black Mountain would like to hold an annual Field of Honor Parade in recognition and remembrance of September 11th. The parade will be held every September 11th and will close the road for approximately three hours. Town staff consulted with NCDOT about the closure, and they found no conflicts with the closure of the road and have given their approval for the closure of the road.

BUDGET IMPACT:

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

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

ATTACHMENTS:

Ordinance #O-23-19

NCDOT Approval

ORDINANCE #O-23-19

AN ORDINANCE DECLARING A ROAD CLOSURE FOR A TOWN OF BLACK MOUNTAIN FIELD OF HONOR PARADE

WHEREAS, the Town of Black Mountain Town Council acknowledges a long tradition of supporting military personnel and first responders;

WHEREAS, the Town Council acknowledges the annual parade requires approximately one (1) hours to install signage and traffic control, and also requires approximately one (1) hour for removing signs, traffic control, and litter;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Black Mountain pursuant to the authority granted by N.C.G.S. §20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Date(s): September 11th

Times: 12:00 p.m. to 3:00 p.m.

Route: US 70 Hwy from Flat Creek Road to N. Dougherty Street

This ordinance is to become effective when signs are erected giving notice of the limits and times of the event, and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

READ, APPROVED, AND ADOPTED by a vote of ____ to ____ on this 11th day of September 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** September 11, 2023

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

TITLE OF ITEM: Art in the Afternoon Lease (one -year) – *Josh Harrold, Town Manager*

SUGGESTED MOTION(S):

SUMMARY: The lease agreement for Art in the Afternoon is set to expire on August 31, 2023. They plan to continue to operate the program and want to execute another lease for 2023-2024. They plan to continue to use approximately 2,577 square feet at the Carver Center known as the annex. There are no changes from the previous lease and the amount stays at \$1,000 per month.

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: Lease

LEASE AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

Prepared by & return to: ~~Ronald E. Sneed~~
Craig D. Justus
~~P.O. Box 995, Black Mountain, NC 28711~~
North Market Street, Asheville, NC 28801

THIS LEASE AGREEMENT (the "Lease") is made and entered into this _____ day of August, 2022, by and between **THE TOWN OF BLACK MOUNTAIN**, a North Carolina Municipal Corporation, the "Landlord" or "Town", and **STEPHANIE SULTZMAN**, (the "Tenant").

WITNESSETH:

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

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

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

2. Term. The initial term of this Lease shall commence September 12, 2023 (the "Commencement Date"), and shall expire August 31, 2024.

3. Rent. The Rent shall be \$1,000.00 per month, paid in advance at the beginning of each month beginning September 12, 2023. Rent for the month of August on the last lease has been waived by the Town, so there has not been a default under the terms of that prior lease.

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

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

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

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

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

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

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

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

breach, the Landlord may, at his option, terminate this Lease and take possession of the Property. The foregoing rights of the Landlord shall be in addition to any rights which the Landlord may have under law or in equity.

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

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

11. Removal of Equipment, Fixtures and Merchandise. Landlord acknowledges that Landlord has no interest in any personal property or equipment or furniture or any trade fixtures which may be installed by Tenant upon the Property, and Landlord agrees in the future to furnish Tenant, upon request, with such waiver or similar documents as may be reasonably required by any lender or equipment lessor in connection with Tenant's acquisition or financing respecting such personal property, equipment, furniture and fixtures. All personal property, furniture, equipment, and trade fixtures, including, but not limited to, specialty equipment, shelves, cabinets, counters and signs, which are installed or placed on the Property by or at the expense of Tenant shall remain the property of the Tenant, and Tenant shall have the right at all times to remove such personal property, furniture, equipment, and trade fixtures from the Property. Landlord shall not be responsible for the condition or safety of the furniture, fixtures, equipment, trade fixtures, inventory or other personal property used or stored on the Property, and Tenant shall indemnify and hold the Landlord harmless from any claims others might make on damage to any personal property used or stored on the Property.

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

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

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

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

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

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

16. Miscellaneous.

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

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

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

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

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

Date:_____

TOWN OF BLACK MOUNTAIN, Landlord

By:_____
Josh Harrold, Town Manager

Date:_____

Stephanie Sultzman, Tenant



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** September 11, 2023

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

TITLE OF ITEM: Single-use Plastic Reduction Resolution – *Josh Harrold, Town Manager*

SUGGESTED MOTION(S):

SUMMARY: Plastic Free WNC, a group promoting reduction in plastics use, has been in contact with us and other jurisdictions about supporting a plastic reduction resolution. The Town of Woodfin has adopted a resolution in support. Buncombe County has not adopted a resolution at this time. For this campaign to be successful, all municipalities should adopt a similar resolution so there is consistency across the county. This resolution is the first step in limiting the usage of single-use plastics in the County.

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: Resolution

RESOLUTION # R-23-16

RESOLUTION TO REDUCE SINGLE-USE PLASTICS FOR THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA

WHEREAS, plastic pollution starts with fossil fuel extraction and harms individuals, communities, and ecosystems all along the supply chain. As plastic products degrade, they emit greenhouse gasses; and

WHEREAS, oil refineries, plastic manufacturers and incinerators are disproportionately located in low-wealth and low-income communities, which bear the brunt of the associated health impacts; and

WHEREAS, recycling alone is insufficient to meet these threats as plastic production is expected to increase 40 percent during the next decade, with plastic production accounting for 20 percent of global fossil fuel consumption, and the majority of plastics created cannot be recycled in standard curbside recycling programs; and

WHEREAS, single-use plastic bags degrade the environment, blocking storm drains, becoming entangled in treetops, and fouling public areas; and

WHEREAS, curbing the supply of single-use plastic will expand the lifespan of local landfills; and

WHEREAS, styrene, the main ingredient in polystyrene, has been declared as a probable carcinogen by the NIH, National Research Council, the World Health Organization, and others; and

WHEREAS, plastic bags cause operational problems at recycling processing facilities, landfills, and transfer stations, and contribute to litter throughout the WNC region; and

WHEREAS, studies have shown the presence of microplastics in terrestrial and marine systems throughout the entire planet, including human food systems and human bodies, and have been detected in troubling concentrations in the French Broad River; and

WHEREAS, numerous states and cities throughout the United States have banned single-use plastics resulting in dramatic decreases in plastics waste; and

WHEREAS, it is the duty of the Town of Black Mountain & the wish of its residents to protect the natural environment, the economy and the health of its residents and visitors; and

WHEREAS, the North Carolina Constitution guarantees the people of the State the right to enjoy a clean and healthy environment. N.C. Const. art. XIV § 5; and

WHEREAS, North Carolina's Solid Waste Management Act encourages "counties and municipalities to utilize all means reasonably available to promote efficient and proper methods

of managing solid waste,” N.C. Gen. Stat. § 130A-309.03(b)(9), and requires “[e]ach unit of local government [to] establish and maintain a solid waste reduction program.” *Id.* § 130A-309.06(a)(3); and

WHEREAS, cities counties of this State “may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and may define and abate nuisances.” N.C. Gen. Stat. § 153A-121 and § 160A-174; and

WHEREAS, the North Carolina General Assembly has granted counties of this State “adequate authority to exercise the powers, rights, duties, functions, privileges, and immunities conferred upon them by law. To this end, the provisions of this Chapter and of local acts shall be broadly construed and grants of power shall be construed to include any powers that are reasonably expedient to the exercise of the power.” N.C. Gen. Stat. § 153A-4 and § 160A-4; and

WHEREAS, the governing board of a city in North Carolina may adopt resolutions permitting county ordinances to be applicable within the city. N.C. Gen. Stat. § 153A-122.

NOW, THEREFORE, BE IT RESOLVED BY THE BLACK MOUNTAIN TOWN COUNCIL THAT:

1. If an ordinance reducing single-use plastics is adopted by Buncombe County, such ordinance will be automatically adopted and take effect within the Town of Black Mountain at such a time as the Black Mountain Town Attorney certifies to the Town Council that an ordinance falling within this description has been adopted by the Buncombe County Board of Commissioners.
2. Notwithstanding any legal requirements that may be adopted by Buncombe County or the Town of Black Mountain, businesses are strongly encouraged to take immediate voluntary action to reduce the proliferation of single-use plastics in our environment, including:
 - a. Adopting a voluntary ban or fee on single-use plastics bags
 - b. Adopting a voluntary ban or fee on all single-use bags
 - c. Adopting an “upon request only” policy with regard to straws, plastic utensils, and other single-use items
 - d. Providing discounts or other incentives to customers who supply their own containers or service ware rather than using single-use items

- e. Where single-use items are necessary, using more sustainable, plant-based materials; and ensuring that any compostable plastic items supplied by the business are disposed of in an adequate composting facility.

All entities of the Town of Black Mountain government shall endeavor to reduce the use of single-use plastics in government operations and facilities.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ this the 11th day of September 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** September 11, 2023

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

TITLE OF ITEM: Veteran's Park Baseball Dugout Renovations – *Josh Harrold, Town Manager*

SUGGESTED MOTION(S):

SUMMARY: The baseball dugouts at Veteran's Park need renovation. The work will consist of new concrete, new fencing, netting, and roof work. The estimate to complete the work is ~\$70,000. We will need to bid this project out so the costs may fluctuate. Staff is looking for direction to pursue the work or wait until next budget season.

BUDGET IMPACT: ~\$70,000 at this time

Is this expenditure approved in the current fiscal year budget? no

If no, describe how it will be funded. Will need a budget amendment if Council decides to move forward.

ATTACHMENTS: n/a