



TOWN OF BLACK MOUNTAIN

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

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

Regular Session Agenda

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

(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. **Domestic Violence Awareness Proclamation** – *Mayor Sobol*
- B. **Indigenous Peoples Proclamation** - *Mayor Sobol*
- C. **Fire Prevention Week Proclamation** – *Mayor Sobol*
- D. **Dan Howachyn 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. **Terry Estate Stormwater Control Measure** – *Mary Roderick and Jake McLean*

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

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

B. Resolution(s) to Accept Grant Funding from The North Carolina Department of Environmental Quality and to Approve an Agreement for Professional Engineering Services for the Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055– Angela Reece, Project & Facilities Manager

Motion: *I move that Town Council approve the Resolution to Accept Funding from The North Carolina Department of Environmental Quality in the amount of \$400,000, and the Resolution to Approve the Agreement With _____(selected firm) to Provide Professional Engineering Services For The Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055 as presented.*

C. Lake Tomahawk Dam Repair Construction Contract Award – Angela Reece, Project & Facilities Manager

Motion: *I move that Town Council approve the Resolution to select _____ (Contractor) as lowest responsive, responsible bidder and to enter into an agreement to provide construction repair services for the Lake Tomahawk Dam Project as presented.*

D. Call for Public Hearing for Text Amendment to Fee Schedule #O-23-18 – Jessica Trotman, Planning Director

Motion: *To call for the public hearing to amend the fee schedule to be held on Monday, November 13, 2023 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.*

E. Resolution to accept Streamflow Rehabilitation Program (StRAP) Grant Award #R-23-15 – Jessica Trotman, Planning Director

Motion: *To approve Resolution #R-23-15 accepting the Streamflow Rehabilitation Program (StRAP) grant award in the amount of \$71,816.00*

F. Monthly Property Tax Collector Report – July and August – Tammy Holland, Finance Director

Motion: *Approval of the Monthly Tax Collector Report for July and August*

G. Approval of 2023 Audit Contract and Amendment to 2022 Audit Contract to Audit Accounts – Tammy Holland, Finance Director

Motion: *I move that Town Council approve the 2022 Amendment and the 2023 Contract to Audit Accounts*

Motion: I move that the Town Council approve consent items A – G 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.

8. UNFINISHED BUSINESS

A. Estimates for Dugout Repair at Veteran’s Park – Josh Henderson, Parks and Recreation Director

B. Ordinance #O-23-11 for amendments to Active Mobility Commission – Jessica Trotman, Planning Director

Motion: I move we approve Ordinance #O-23-11 as presented amending the duties of the Active Mobility Commission.

9. NEW BUSINESS

A. Town Council Vacancy – Josh Harrold, Town Manager

Motion: I move to appoint _____ to fill an unexpired term ending December 9, 2024.

10. COMMUNICATION

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

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. ADJOURNMENT

Proclamation

Domestic Violence Awareness Month

Whereas: Domestic violence is a serious crime that violates an individual's security and humanity due to the systematic use of emotional, psychological, physical, sexual, and economic control;

Whereas: An average of 24 people per minute experience rape, physical violence, and/or stalking by an intimate partner in the United States, more than 12 million people over the course of a single year;

Whereas: The problems of domestic violence are not confined to any specific groups of people, but can happen to anyone regardless of racial or ethnic identity, sexual orientation, education level, socio-economic status, gender identity, or religious beliefs, and these problems are sustained by societal indifference;

Whereas: Intersecting layers of vulnerability due to race, ethnicity, gender identity, sexual orientation, age, ability, religion/spirituality, citizenship status, and spoken language, in the context of American society, make it easier for abusers to isolate, control, and create and sustain power over survivors with marginalized identities;

Whereas: Children who grow up witnessing domestic violence in their homes are deeply impacted and are more likely to have trouble in school, more likely to perpetuate and be victimized by violence themselves, and more likely to experience long-term mental and physical health challenges;

Whereas: Survivors should have help to find the compassion, comfort, and healing they need, and abusers should be held accountable for their violent behavior;

Whereas: Powerful partnerships exist locally between many non-profit and governmental organizations that are committed to supporting survivors in their journey toward safety and healing;

Whereas: It is survivors of abuse who have been at the forefront of efforts to bring peace and equality to the home;

Whereas: Domestic Violence Awareness Month is an opportunity to stand with survivors, to celebrate the progress we have made in combating these crimes, and to recommit to preventing domestic violence in our community;

NOW THEREFORE, be it proclaimed on behalf of all of the members of Black Mountain Town Council and residents of the Town of Black Mountain, that the month of October 2023 be proclaimed Domestic Violence Awareness Month, and we urge our residents to make the commitment to stop domestic violence by speaking out against it and learning more about the resources available to survivors and their families.

C. Michael Sobol, Mayor

Attest:

Savannah Parrish, Town Clerk



PROCLAMATION INDIGENOUS PEOPLES DAY

WHEREAS, the Town of Black Mountain recognizes Indigenous people have lived upon this land since time immemorial and values the progress our society has accomplished through the contributions of the Indigenous peoples' culture, and

WHEREAS, natives and non-natives have shared this community for hundreds of years and the Indigenous people have provided friendship, guidance and protection, and

WHEREAS, the idea of Indigenous Peoples Day was first proposed in 1977 by a delegation of Native nations to the United Nations – sponsored International Conference on Discrimination against Indigenous populations in the Americas, and

WHEREAS, the Town of Black Mountain wishes to recognize Natives with a day to celebrate and honor Indigenous people to better reflect the experiences of Indigenous people and to hold in esteem their roots, history and contributions, and

WHEREAS, the Town of Black Mountain wishes to preserve and promote the history and culture of all Indigenous.

NOW, THEREFORE, as the Mayor of Black Mountain, I declare the second Monday in October as Indigenous Peoples Day in the Town of Black Mountain, and encourage continued recognition, appreciation and celebration of our goodwill and friendship with our local Indigenous Peoples. I strongly encourage community members, schools, businesses, public and private organizations, and other community partners to join communities across America in recognizing and promoting the wellbeing and understanding of the contributions of our Indigenous communities.

Proclaimed this, the 9th day of October 2023.

Attest:

C. Michael Sobol Mayor

Savannah Parrish, Town Clerk

Proclamation

Fire Prevention Week

WHEREAS, The Town of Black Mountain is committed to ensuring the safety and security of all those living in and visiting our town; and

WHEREAS, Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, Home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, Cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020. Two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, More than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, Children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Black Mountain residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, Residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Black Mountain firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS Black Mountain residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS the 2023 Fire Prevention WeekTM theme, “Cooking safety starts with YOU. Pay attention to fire preventionTM,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, I, C. Michael Sobol, Mayor of Black Mountain do hereby proclaim October 8–14, 2023, as Fire Prevention Week throughout this town, and I urge all the people of Black Mountain to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of the Black Mountain Fire Department.

C. Michael Sobol, Mayor

Attest:

Savannah Parrish, Town Clerk

Proclamation

Dan Howachyn

1950-2023

WHEREAS, art is a vital part of our community's heritage which exemplifies the creative spirit at the heart of Black Mountain. Art demonstrates how our achievements go hand in hand with our progress as a community; and

WHEREAS, the Town of Black Mountain values and supports local artist and is always appreciative of those who serve for the betterment of the community; and

WHEREAS, over the last thirty years, Dan, and his wife and fellow artist, Teresa (Tekla), have demonstrated their ability to connect our community through their passion for beauty and artistic talents; and

WHEREAS, through education and hands-on demonstrations, Dan and Teresa engaged future generations of metal workers by teaching children the art of metal working; and

WHEREAS, during his life, Dan contributed much ironwork and art sculptures throughout our public spaces such as the large rocking chairs, iron fencing and colorful family sculpture at Town Square, the beautiful Howachyn Walk on Cherry St., and iron artwork adorning the many planters in downtown; and

WHEREAS, we are forever grateful for his gifts to the Town and extend our deepest sympathy and condolences to Teresa and to all who knew and loved him.

NOW, THEREFORE, I, C. Michael Sobol, Mayor and Town Council Members, on behalf of the citizens of the Town of Black Mountain, wish to express our deep appreciation and many thanks to Dan Howachyn for his artistic contributions which will forever connect him to the community he loved, and who loved him.

PROCLAIMED this 9th day of October 2023

Seal

C. Michael Sobol, Mayor
Town of Black Mountain

Attest:

Angela L. Reece, MPA, MMC
Deputy Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** October 9, 2023
AGENDA SECTION: PRESENTATION **DEPARTMENT:** Planning Department
TITLE OF ITEM: Terry Estate SCM (stormwater control measure) – *Mary Roderick and Jake McLean*

SUGGESTED MOTION(S):
None.

SUMMARY: Mary Roderick from Land of Sky and Jake McLean from Wildlands Engineering will do a presentation on the new SCM feature at the Terry Estate public parking lot.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS: None



TOWN OF BLACK MOUNTAIN

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

Date: **September 7, 2023** Time: **5:00 p.m.**

Agenda Workshop Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held their regular agenda workshop meeting on Thursday, September 7, 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 Doug Hay
Council Member Pam King

The following staff members were present:

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

Town Manager, Josh Harrold, presented the proposed agenda to the Town Council.

Manager Harrold asked to include a proclamation for September 11th and to remove the Montreat College development agreement request.

Manager Harrold announced that both size recycling containers will be available to view at the regular meeting and will be full so that residents can try them. Town Hall will open at 5:30 p.m. for residents to come in before the meeting to look at the recycling containers.

Councilmember Doug Hay moved to approve the agenda as amended. The motion was approved by a vote of 4-0.

2. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:13 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: **September 11, 2023** Time: **6:00 p.m.**

Regular Session Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held their regular meeting on Monday, September 11, 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 - *absent*
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager
Craig Justus, Town Attorney
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. 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.*

Emily Hurd spoke on behalf of Christmount Christian Assembly to support the Single-use Plastic Reduction Resolution

Anna Alsobrooke of MountainTrue spoke to support the Single-use Plastic Reduction Resolution

Linda Tatsapol spoke to support the Single-use Plastic Reduction Resolution.

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.

Robin Stiles spoke on behalf on the Earth Care Team of Black Mountain Presbyterian Church. Mrs. Stiles requested that the Town Council support the Single-use Plastic Reduction Resolution.

Judy Maddox, chair of the local Sierra Club, also spoke in support of the Single-use Plastic Reduction Resolution.

Rev. Bill Moore of First Christian Church (Disciples of Christ) also supports the Single-use Plastic Reduction Resolution.

John Curry spoke of environmental concerns and encouraged the reduced use of all plastics.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

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

Travis Kever of Gould Killian CPA Group presented the 2022 Annual Financial Report. The group issued an unmodified opinion on the June 30, 2022 financial statements, finding two material weaknesses in internal control over financial reporting and one instance of material non-compliance with NC Statutes. They weaknesses and issue of non-compliance are listed below:

- Audit not submitted within 5 months and 1 day of fiscal year end (December 1st)
- Expenditures in excess of appropriations (material non-compliance)
- Material audit adjustments/prior period adjustments (material weakness)
- Bank Accounts not reconciled in a timely manner (material weakness)

Many of the issues were due to a transition to a new financial software system.

Mr. Kever noted the general fund balance is growing every year, which is a good indicator of the financial health of the town.

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

Vice Mayor Archie Pertiller moved that the Town Council approve consent items A – E as presented. The motion was approved by a vote of 4-0.

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.

Manager Harrold read an email from Julie Atkins asking that the Town Council repair the dugouts at Veterans Park.

Larry Pearlman read an original poem honoring the Love Group.

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.

Items listed on the agenda for public hearing were removed due to improper noticing. The public hearings will be held at a later date, when adequate public notice has been given.

8. UNFINISHED BUSINESS

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

At the August 14th Council meeting, the 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.

After much discussion, there was consensus among the council to let residents choose between 96- and 64-gallon carts. A card will be sent out to all residents with the option to either mail the

card back in with their choice or complete an online form. If no response is given, the default will be a 96-gallon cart.

The Town Council voted 4-0 to accept NCDEACS - Recycling Cart Grant Funding.

9. NEW BUSINESS

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

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.

Vice Mayor Archie Pertiller moved approve Ordinance #O-23-19 as presented. The motion was approved by a vote of 4-0.

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

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.

Councilmember King moved to approve the lease as presented. The motion was approved by a vote of 4-0.

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

Buncombe County and the Town of Woodfin have both approved a resolution to reduce single-use plastics in the County. 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. Town Attorney Craig Justus said he questioned the legality of certain aspects of the resolution. After some discussion, the resolution was amended to support efforts to reduce single use plastics.

Councilmember Berry moved to approve the resolution as amended. The motion was approved by a vote of 4-0.

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

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.

The Town Council directed the Town Manager to gather quotes and additional information to repair the dugouts.

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)

Vice Mayor Archie Pertiller moved to enter closed session to consult with an attorney as permitted by North Carolina General Statute 143-318.11(a)(3). The motion was approved by a vote of 4-0.

13. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 8 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: **September 29, 2023** Time: **8:30 a.m.**

Special Call Meeting Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held a special call meeting on Friday, September 29, 2023, at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

1. CALL TO ORDER

Vice Mayor Archie Pertiller called the meeting to order at 8:35 a.m. with the following members in attendance:

Vice Mayor Archie Pertiller
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager
Jennifer Tipton, Senior Admin
Jessica Trotman, Assistant Town Manager/ Planning Director
John Coffey, Fire Chief
Jim Bingham, Deputy Fire Chief
Craig Justus, Town Attorney

2. BUSINESS

A. Public Hearing to Remove 102 Church Street from Primary Fire District (text)

Assistant Town Manager/Planning Director Jessica Trotman presented the information to the Council. The property owner of 102 Church Street has petitioned to be removed from the district. Removal from the fire district would allow for different methods of construction, mainly being allowed to use combustible materials.

Councilmember Pam King moved to open the public hearing for the proposed text amendments to the primary fire district. The motion was seconded by Councilmember Doug Hay and approved by a vote of 3-0.

Bo Carpenter, Attorney from Allen, Stahl, and Kilbourne, represents the owners of 102 Church Street and expressed that they are seeking the removal from the fire district to be able to salvage some of their rooftop deck expansion.

Stephen Paulson, owner of 102 Church Street, expressed the same sentiments as Mr. Carpenter.

Fire Chief John Coffey spoke about probability of risk and that a restaurant creates a higher risk of fire. The owner has been speaking with the Fire Department to work out additional safety inspections.

Councilmember Pam King made a motion to close the public hearing. The motion was seconded by Councilmember Doug Hay and approved by a vote of 3-0.

Vice Mayor Archie Pertiller made a motion to adopt Ordinance #O-23-16 as presented. The motion was seconded by Councilmember Pam King and approved by a vote of 3-0.

B. Public Hearing to Remove 102 Church Street from Primary Fire District (map)

Assistant Town Manager/Planning Director Jessica Trotman explained that the map amendment only changes the boundaries of the primary fire district.

Councilmember Doug Hay made a motion to open the public hearing for the map amendment for the primary fire district. The motion was seconded by Councilmember Pam King and approved by a vote of 3-0.

There was no further discussion.

Councilmember Pam King made a motion to close the public hearing. The motion was seconded by Councilmember Doug Hay and approved by a vote of 3-0.

Councilmember Doug Hay made a motion to adopt Zoning Ordinance #Z-O-23-17 as presented. The motion was seconded by Councilmember Pam King and approved by a vote of 3-0.

C. Public Hearing to Add TND and ICD as Conditional Districts

Assistant Town Manager/Planning Director Jessica Trotman presented the information to the Council. The TND and ICD districts were left off of the list of available districts that can be conditionally zoned. The amendment adds them to the list.

Councilmember Pam King made a motion to open the public hearing for amendments to the conditional use districts. The motion was seconded by Councilmember Doug Hay and approved by a vote of 3-0.

There as no further discussion.

Councilmember Doug Hay made a motion to close the public hearing. The motion was seconded by Councilmember Pam King and approved by a vote of 3-0.

Councilmember Doug Hay made a motion to adopt Ordinance #O-23-15 as presented. The motion was seconded by Councilmember Pam King and approved by a vote of 3-0.

3. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

There are three applicants for the vacant seat. The Council would like to allow applications to be received until October 5, 2023, and then have a ballot vote at the October 9th regular meeting. All applicants will be invited to attend the meeting and the selected applicant will be sworn in and immediately take that seat.

4. ADJOURNMENT

There being no further business, Vice Mayor Archie Pertiller adjourned the meeting at 9:19 a.m.

ATTEST:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, MPA, MMC, NCCMC, **MEETING DATE:** October 9, 2023
Project & Facilities Manager

AGENDA SECTION: CONSENT

DEPARTMENT: ADMINISTRATION

TITLE OF ITEM: Resolution(s) to Accept Grant Funding from The North Carolina Department of Environmental Quality and to Approve an Agreement for Professional Engineering Services for the Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055– *Angela L. Reece, Project & Facilities Manager*

SUGGESTED MOTION(S): *I move that Town Council approve the Resolution to Accept Funding from The North Carolina Department of Environmental Quality in the amount of \$400,000, and the Resolution to Approve the Agreement With _____ (selected firm) to Provide Professional Engineering Services For The Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055 as presented.*

SUMMARY:

The Town applied for a Stormwater Planning Grant through the State Water Infrastructure Authority (SWIA) and has now received notification advising the project is now authorized to receive American Rescue Plan Act (ARPA) funding, provided from the State Fiscal Recovery Fund.

(SFRF), as established in Session Law (S.L.) 2021-180 eligible to receive a grant funding through the Local Assistance for Stormwater Infrastructure Investments (LASII) from the American Rescue Plan Act (ARPA) which will be one hundred percent of eligible project costs up to a maximum of \$400,000. Projects funded by ARPA must meet applicable federal law and guidance for the ARPA funds.

This grant will allow the Town to expand its long-term Stormwater Master Plan to include additional system mapping, condition assessment, development of a stormwater capital improvement and financial plan to include a rate analysis for the stormwater utility, funding needs, as well as a resiliency plan which accounts for growth impacts and the storm drainage infrastructure. The projects identified will address both water quality and water quantity issues that impact the Swannanoa River, its tributaries, and any impediments to NPDES compliance. This project will provide the town with a more complete knowledge of the stormwater system and will further the town's ability to maintain, operate, and fund improvements to the stormwater system.

To initiate the project Council must first accept the offer of LASII ARPA grant funding from North Carolina Department of Environmental Quality in the amount of \$400,000 and then select an engineering firm to develop a final scope of work compliant with NCDEQ standards.

The Project Manager has performed a qualifications-based selection and review process and has recommended W.K. Dickson as being the best qualified firm for the Council's consideration of a professional engineering services contract award for this project.

Due to the nature of the project and milestone requirements by NCDEQ the final scope of work will need to be properly developed by the selected engineering firm in accordance with grant funding guidelines. The initial resolution will approve selection of the engineering firm and will authorize the Town Manager to negotiate an initial and final scope of work and fee that will not exceed \$400,000. Any subsequent amendments that result in a cumulative fee beyond \$400,000 to the engineering service agreement will come back to the Council for approval.

ATTACHMENTS:

1) RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO ACCEPT FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE STORMWATER INFRASTRUCTURE PLANNING PROJECT SRP-SW-ARP-0055

- a) Preliminary Project-Scope Approval & Transmittal of Offer-and-Acceptance Funding Award Letter & Contract
- b) Supplemental Document: NCDEQ Engineering Services Procurement Certification

2) RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL APPROVING AGREEMENT WITH W.K. DICKSON TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE BLACK MOUNTAIN STORMWATER INFRASTRUCTURE PLANNING PROJECT - SRP-SW-ARP-0055

- a) Engineering Service Agreement

**RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO ACCEPT
FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL
QUALITY FOR THE STORMWATER INFRASTRUCTURE PLANNING PROJECT
SRP-SW-ARP-0055**

WHEREAS, the American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180 to assist eligible units of local government with meeting their drinking water and/or wastewater and/or stormwater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered LASII_ARPA funding in the amount of **\$400,000** to perform the work detailed in the submitted application, and

WHEREAS, the Town of Black Mountain intends to perform said project in accordance with the agreed scope of work; and

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina that:

1. That the Town of Black Mountain does hereby accept the ARPA grant offer of **\$400,000**; and
2. That the Town of Black Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that any *Conditions* or *Assurances* contained in the *Funding Offer and Acceptance* (award offer) will be adhered to; has substantially complied, or will substantially comply, with all federal, State of North Carolina (State), and local laws, rules, regulations, and ordinances applicable to the project; and to federal and State grants and loans pertaining thereto; and
3. That Josh Harrold, Town Manager and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on this 9th day of October 2023.

ATTEST:

C. Michael Sobol, Mayor

Angela Reece, Deputy Town Clerk

Josh Harrold, Town Manager

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADI ESKAF

Director



NORTH CAROLINA
Environmental Quality

August 18, 2023

Mr. Josh Harrold
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

Subject: Preliminary Project-Scope Approval &
Transmittal of Offer-and-Acceptance Funding Award
Stormwater Planning Grant
Black Mountain Stormwater LASII Planning Master
Plan Update-AIA
DWI Project No(s): SRP-SW-ARP-0055

Dear Mr. Harrold:

The Division of Water Infrastructure (**Division**) has reviewed the recently submitted preliminary project scope information, and we have no objections concerning the document(s) provided. Therefore, we are pleased to inform you the preliminary scoping document is approved herein.

In addition, with this document's approval, the above-referenced project, thusly, is now authorized to receive its intended *American Rescue Plan Act (ARPA)* funding, provided from the State Fiscal Recovery Fund (SFRF), as established in Session Law (S.L.) 2021-180 please note projects funded from the SFRF must meet applicable federal law and guidance for the ARPA funds. *The ARPA grant funding will cover one hundred percent (100%) of eligible, stormwater study, design or plan costs from the S.L. 2021-180 appropriation.*

Accordingly, enclosed are two (2) copies of an "offer-and-acceptance" document extending the **Town of Black Mountain a funding award** in the total amount of **\$400,000**. This award is made by the Division subject to the "Assurances" and "Conditions" set forth in the enclosed offer-and-acceptance document.

Upon your acceptance, please submit the following items to the Division, and addressed directly to the attention of **Pam Whitley**, Division of Water Infrastructure, 1633 Mail Service Center, Raleigh NC 27699-1633 (Pam.Whitley@deq.nc.gov):

1. A resolution (sample copy attached), adopted by your governing body, accepting the ARPA grant offer, and making the applicable assurances contained therein; and
2. One (1) original copy of the "offer-and-acceptance" document, executed by the designated Authorized Representative for the project, along with the signed "Standard Conditions" and "Assurances". Please retain the fully executed, second original copy for your files.

Reimbursement requests must be prepared using our standardized reimbursement-request form. A reference copy of this form has been enclosed for your convenience. You are free to reproduce this form should



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Mr. Harrold
Town of Black Mountain
August 18, 2023
Page 2 of 2

additional copies be needed. Reimbursement requests shall be forwarded to a DWI Accountant at dw.businessoffice@deq.nc.gov. *Once work referenced within the approved scoping document commences, an updated, fully-completed, current and signed/dated copy of our Reimbursement Request Form must be submitted with all reimbursement requests.*

Finally, regarding reimbursements, please note the following:

Disbursement is based on the progress made on the project. To obtain payment, you must document the expenditures for which the payment is requested. Final disbursement (10%) will be made only after receiving a final deliverables documenting the completion and findings of the study, as approved herein. **All costs incurred prior to March 3, 2021, are not eligible for ARPA funds, and all ARPA funds must be expended prior to December 31, 2026.**

On behalf of the Department of Environmental Quality, I am pleased to make this offer of ARPA funds, made available by the SFRF. If you have any questions, please contact Jason Robinson, P.E., by telephone at 919.707.3887 or by e-mail at jason.t.robinson@deq.nc.gov.

Sincerely,

DocuSigned by:



6300A872077B4C5..

Shadi Eskaf, Director

Division of Water Infrastructure, NCDEQ

Enclosures: ARPA Grant Offer-and-Acceptance Document (2 copies)
Reimbursement-Request Form
Resolution-to-Accept ARPA Grant Offer (suggested format)
Professional Engineering Services Procurement Certification

cc: Josh Harrold, Town of Black Mountain (via email at josh.harrold@tobm.org)
David Perry, P.E., WithersRavenel, Charlotte (via email at dperry@withersravenel.com)
Antonio V. Evans, P.E. (DWI, via e-mail)
Mark Hubbard, P.E. (DWI, via e-mail)
Jason Robinson, P.E. (DWI, via e-mail)
Karin Britt (DWI, via e-mail)
DWI Administrative Unit (DWI, via e-mail)
Pam Whitley (DWI, via e-mail)
Jennifer House (DWI, via e-mail)
ARPA File (EREID – ERAL)
Project Agreement #: 2000067111

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance – Stormwater Planning Grant

Legal Name and Address of Award Recipient (i.e., Applicant): **Project Number:** SRP-SW-ARP-0055
UEID#: FBFMA4EHMM5
Assistance Listing Number: 21.027
 Town of Black Mountain
 160 Midland Avenue
 Black Mountain, North Carolina 28711

Funding Program:

Drinking Water	☐	Additional Amount for Funding Increases	Previous Total	Total Offered
Stormwater	☒			
Wastewater	☐			
American Rescue Plan Act (ARPA) Grant	☒	--	--	\$400,000

Project Description:

Black Mountain Stormwater LASII Planning
 Master Plan Update-AIA

Total Financial Assistance Offer: **\$400,000**
Total Project Cost: **\$400,000**
Estimated Closing Fee: **\$ - 0 -**

Pursuant to North Carolina Session Law 2021-180:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:



Signature

8/18/2023

Date

On Behalf of:

Town of Black Mountain

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

STANDARD CONDITIONS

1. Acceptance of this funding offer does not exempt the Applicant from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) (not explicitly referred to in this document) and any future requirements implemented by the U.S. Treasury.
2. Applicants shall comply fully with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. The Applicant is responsible for ensuring that any lower-tier-covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent, lower-tier-covered transactions. Applicants may access suspension and debarment information at: <http://www.sam.gov>. This system allows applicants the means to perform searches determining whether an entity or individual is excluded from receiving federal assistance.
3. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects also must adhere to North Carolina (NC) State law, specifically NC General Statute (NCGS) §143-64.31, Article 3D, Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS §143-64.32 cannot be used to exempt funding recipients (i.e., applicants) from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
4. Local government units designated as "distressed" must complete the associated requirements of NCGS §159G-45(b).
5. Funds made available by the ARPA to the entity accepting the funds in this document (i.e., the Applicant) must only cover eligible costs incurred on or after March 3, 2021. Funds that are not disbursed by December 31st, 2026, will no longer be available for the project. Unused federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to complete the project in accordance with the Application approved for financial assistance by the Division of Water Infrastructure.
2. The Applicant is responsible for paying for those costs ineligible for ARPA funding including, but not limited to, any amount in excess of the amount of this funding offer. The Applicant agrees to establish and to maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records shall be maintained during the completion of the project, and these records shall be retained and made available for a period of at least three (3) years following completion of the project.
3. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with NCGS §159-34. Partial disbursements on this Award will be made promptly, upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant’s compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its professional services’ provider(s), and to retain only such amount(s) as allowed by NCGS.
4. The Applicant shall expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.
5. Funds must be spent fully (i.e., fully reimbursed to the Applicant) by December 31st, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application, and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance, shall be fulfilled.

..... Signature	 Date
--------------------	---------------

NC DEQ Division of Water Infrastructure Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for reimbursement.

Applicant: Town of Black Mountain, NC

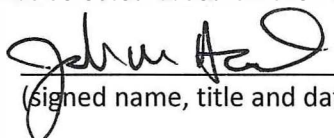
Project Name: Black Mountain Stormwater Infrastructure Planning Project

Division Funding Number: SRP-SW-ARP-0055

- 1) List the basic services being provided: (i.e., planning, design, inspection etc.)
Engineering and design, stormwater master planning, stormwater mapping, GIS modeling, capital improvement project (CIP) development and prioritization, funding identification, and grant administration services
- 2) Describe the method of announcement for the project.
Newspaper Advertisement, Website Posting, HUB Advertisement
- 3) List the firms the announcement was discussed with or that proposals were received from in order of quality.
 1. WK Dickson-3 View Street, Asheville, NC 28806 - Best Qualified
 2. Withers Ravenel - 84 Coxe Avenue, Suite 260 Asheville, NC, 28801
 3. Kimley-Horn - 200 South Tryon Street, Suite 200, Charlotte, NC 28202
- 4) Was a contract negotiated with the best qualified firm? ☒ Yes ☐ No (Check one)
If no, explain why.

NOTE: Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division upon request (to include announcement and qualifications requested).

By signing below, I Josh Harrold, Town Manager, the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

 Town Manager 9-20-2023
(signed name, title and date)

(DWI staff use only – Check and initial here if debarment status checked and firm is NOT debarred ☐ _____)

Clean Water Act, Section 602(b)(14)	(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services <u>shall be negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State).</u> From: water resources reform and development act guidance.pdf (epa.gov) <i>The requirements of 40 U.S.C. 1101 et seq. are:</i> • <i>Public announcement of the solicitation (e.g., a Request for Qualifications);</i> • <i>Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); o Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);</i> • <i>Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;</i> • <i>Selection of at least three firms considered to be the most highly qualified to provide the services required; and</i> • <i>Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;</i> ▪ <i>In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.</i>
Uniform Guidance 2 CFR 200.319(b)	Competition. The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
NC General Statute 143-64.31	Procurement of Architectural, Engineering, and Surveying Services (NC “Mini-Brooks”) ...It is the public policy of this State... and Local Governmental Units..., to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services,..., to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. ...

NC General Statute 143-64.32	<u>NOTE: CWSRF and ARPA funding: NCGS 143-64.32 cannot be used to exempt a local government unit from abiding by NCGS 143-63.31. This is because there is no minimum dollar exemption allowed in the Federal Brooks Act, the Clean Water Act Section 602(b)(14), or 2 CFR 200.319.</u> Written exemption of particular contracts. Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)
21 NCAC 56.0701(f)	SECTION .0700 – RULES OF PROFESSIONAL CONDUCT, adopted in accordance with NC General Statute 89C-20 (Board Rules for Professional Engineers, etc.) (f) A licensee shall solicit or accept work only on the basis of qualifications and: (1) Shall not offer to pay, either directly or indirectly, any commission, political contribution, gift, or other consideration in order to secure work, exclusive of securing salaried positions through employment agencies; (2) Shall compete for employment on the basis of professional qualification and competence to perform the work. The licensee shall not solicit or submit proposals for professional services containing a false, fraudulent, misleading, deceptive or unfair statement or claim regarding the cost, quality or extent of services to be rendered; (3) Shall, with regard to fee bidding on public projects, comply with the provisions of G.S. 143-64.31 et seq., (or for federal projects, the Brooks Act, 40 U.S. Code 541 et seq.) and shall not knowingly cooperate in a violation of any provision of G.S. 143-64.31 et seq. (or of 40 U.S. Code 541 et seq.); ...

PROOF OF PUBLICATION

Attn Accounts Payable
Town Of Black Mountain
160 Midland Ave
Black Mountain NC 28711-3112

STATE OF WISCONSIN, COUNTY OF BROWN

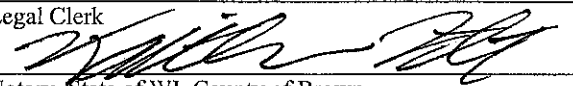
Before the undersigned, a Notary Public, duly commissioned, qualified and authorized by law to administer oaths, personally appeared said legal clerk, who, being first duly sworn, deposes and says: that he/she is the legal clerk of The Asheville Citizen-Times, engaged in publication of a newspaper known as The Asheville Citizen-Times, published, issued and entered as first class mail in the city of Asheville, in Buncombe County, State of North Carolina; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached here to, was published in said newspaper in the issues dated:

07/27/2023

That said newspaper in which said notice, paper, document or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

Sworn to and subscribed before on 07/27/2023

Legal Clerk


Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$336.94

Order No: 9091805

Customer No: 948801

PO #: LGSC0014414

of Copies:

-1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Black Mountain Stormwater Infrastructure Planning
Project-SRP-SW-ARP-0055

The Town of Black Mountain (Town) is seeking Statements of Qualifications (SOQs) from NC licensed and well qualified engineering firms (the "Firm") pertaining to engineering and design, stormwater master planning, stormwater mapping, GIS modeling, capital improvement project (CIP) development and prioritization, funding identification, and grant administration services for the Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055. The firm must comply with all federal, state, and local laws and regulations, including Black Mountain ordinances and policies. Firms interested in performing these services must exhibit relevant experience with this type of work, as outlined below, and should emphasize both the experience and capability of the personnel who will perform the work. The Firm must be available to complete all the work and close the grant by the end of 2026.

Statements of Qualifications will be received by Town of Black Mountain, North Carolina, at 160 Midland Avenue, Black Mountain, NC 28711, until 2:00 p.m., local time, August 22, 2023, for the Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055.

PLEASE NOTE: This Invitation to Bid is being posted on the Town's website at <https://www.townofblackmountain.org/Bids.aspx>. Additionally, it will also be advertised on the NC Department of Historically Underutilized Business's (HUB) website at <https://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub> and other publications.

ANY ADDENDA ISSUED WILL ONLY BE POSTED ON THE TOWN'S WEBSITE. ALL BIDDERS ARE RESPONSIBLE FOR CHECKING THE SITE PERIODICALLY TO DETERMINE WHETHER ANY ADDENDA HAVE BEEN ISSUED. FAILURE TO COMPLY WITH THE TERMS OF AN ADDENDUM MAY DISQUALIFY A BIDDER FROM CONSIDERATION.

Responding firms or project teams shall submit SOQs demonstrating sufficient resources, expertise, experience, and qualifications providing the necessary range of engineering and support services to successfully complete the project.

Responding firms must be licensed to practice engineering by the North Carolina Board of Examiners for Engineers and Surveyors and have at least one staff member currently licensed as a Professional Engineer in the State of North Carolina.

Attendance at a VIRTUAL pre-bid conference to be held on August 08, 2023, is OPTIONAL. A link will be sent upon RSVP request.

All submitting firms will be required to acknowledge in writing that if selected, compliance with the Uniform Guidance and Federal Grant Award terms will be required in all aspects, including the selection of subcontractors and subconsultants. Contracting with a federally debarred firm is specifically prohibited. If awarded, the contract with the chosen firm will incorporate all terms found in the Town's Uniform Guidance Policy. Bidders should familiarize themselves with the Town's Uniform Guidance Procurement Policy, available on the Town's Website at: <https://www.townofblackmountain.org/170/Accounts-Payable-Procurement>

The Town of Black Mountain Council reserves the right to reject any or all bids.
The Town of Black Mountain is not liable for costs associated with preparation of the bid.

Town of Black Mountain, North Carolina
By Angela Reece, MPA, MMC, NCCMC
Project & Facilities Manager
July 27 2023 LGSC0014414

Angela Reece

From: DoaHubBids <hubbids@doa.nc.gov>
Sent: Friday, July 21, 2023 4:42 PM
To: Angela Reece
Subject: HUB Solicitation Opportunity Request #6401, Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055 is posted.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for submitting your request!

Your request to post your solicitation has been approved and it will be posted during the next scheduled posting period.

Scheduled posting periods are every few hours, so your post may take a few hours to show up on the dashboard. If your request is posted after hours, then it could take until the next day for the posting to appear online.

WE request that for each bid opportunity you inform the HUB Office if a HUB vendor was awarded the work by replying to this e-mail with the Name of the HUB Vendor and the dollar value of the work. Thank you very much for your assistance and continued efforts to include HUB vendors in your procurement process.

You can access the posting online at the NC HUB Solicitation Requests [Dashboard](#).

The HUB Office STRONGLY encourages you to print a copy of the Dashboard posting or take screen shot of it. Once the due date passes, the posting will no longer be visible on the Dashboard.

Office for Historically Underutilized Businesses
NC Department of Administration.

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Select a report filter:

Solicitation Due Date

Solicitation Type

Disaster Related

Organization

Project Location

Opportunity Report

Select an Organization

Town of Black Mountain

Select a Project

- ☐ #6096 Lake Tomahawk Dam Repairs Construction
- ☐ #6400 Stormwater Construction Grant, North Bank Swannanoa River Flood...
- ☒ #6401 Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-...

Show Opportunity

Clear All

Solicitation Information

Due Date: 8/22/2023
Due Time: 02:00PM
Type: Architecture and Engineering
Organization: Town of Black Mountain

Project Information

Project Title: #6401 Black Mountain Stormwater Infrastructure Planning Project-SRP-SW-ARP-0055
Is this Disaster Related (Preparation, Response, or Recovery)? No
Project Location Address: 160 Midland Ave., Black Mountain, North Carolina 28711
Project Info URL: <https://www.townofblackmountain.org/Bids.aspx>

Pre-Solicitation Meeting Information

Is there a meeting? Yes
Is the meeting mandatory or optional? Optional
Due Date: 2023-08-08
Due Time: 11:00AM
Meeting Type: Virtual web meeting
Virtual Web Meeting Information: (RSVP via email to

Submission Details

Date: 8/22/2023
Time: 02:00PM
Meeting Type: Virtual Meeting Info:
(RSVP via email to angela.reece@tobm.org)
A Microsoft Teams Link will be provided to you.
Onsite Address: 160 Midland Ave.
Black Mountain, North Carolina 28711

Project Contact Information

Name: Angela Reece
Phone Number: 828-419-9315
Email: angela.reece@tobm.org
Website: <https://www.townofblackmountain.org/Bids.aspx>

Scope of Work

The following is a basic, not all encompassing, scope of work. The Town seeks assistance with further developing and preparation of the project scope, cost estimate and schedule of major tasks which meet grant milestone criteria. The final scope of work and accompanying price proposal shall be negotiated with the Town with the most qualified, responsive firm or project team. Please view the entire conceptual scope in the RFQ document found on the Town's website at: <https://www.townofblackmountain.org/Bids.aspx>

**RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL APPROVING
AGREEMENT WITH W.K. DICKSON TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES FOR THE BLACK MOUNTAIN STORMWATER INFRASTRUCTURE
PLANNING PROJECT - SRP-SW-ARP-0055**

WHEREAS, the Town of Black Mountain wishes to contract for Professional Engineering services for the Stormwater Infrastructure Planning Project; and

WHEREAS, the Project will assist the Town with meeting drinking water and/or wastewater and/or stormwater infrastructure needs; and

WHEREAS, Town staff has performed a qualifications-based selection, receiving and evaluating letters of interest for such services from three engineering firms, with W.K. Dickson scoring highest among the three (3) such letters received; and

WHEREAS, based on the evaluations, staff is recommending that Town Council declare W.K. Dickson to be best qualified to provide these Professional Engineering Services; and

WHEREAS, a contract for Professional Engineering Services with W.K. Dickson has been presented to the Town Council for approval.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina that:

1. The Town of Black Mountain accepts W.K. Dickson's proposal for professional engineering services for the Stormwater Infrastructure Planning Project in an amount not to exceed \$400,000 and finds W.K. Dickson to be the best qualified firm.
2. The Town Manager and Town Attorney are authorized to negotiate and execute a final contract with W.K. Dickson on behalf of Town Council consistent with the terms of this Resolution.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on this 9th day of October 2023.

ATTEST:

C. Michael Sobol, Mayor

Angela Reece, Deputy Town Clerk

Josh Harrold, Town Manager



CONTRACT FOR SERVICES

This contract ("Contract") for Stormwater Infrastructure Planning ("Project") by and between Town of Black Mountain, hereinafter called the OWNER, and W.K. Dickson & Co., Inc., hereinafter called the CONSULTANT;

The parties hereto do mutually agree as follows:

1. Employment of CONSULTANT. The OWNER hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
2. Scope of Services. The CONSULTANT shall perform the services set forth in Attachment A, Scope of Services, which attachment is incorporated herein. Hereafter, these services may be referred to as the "Basic Services."
3. Additional Services. The CONSULTANT shall provide additional services, not specifically called for in Attachment A, Scope of Services, upon written authorization of the OWNER.
4. Time of Performance. The CONSULTANT will commence work on or as soon as practicable after the date of execution of this Contract and receipt of written Notice to Proceed. All work as set forth in the Scope of Services shall be completed as shown in the Project Schedule in Attachment A, assuming: (i) the timely submission of all required data and the scheduling of all meetings and reviews by the OWNER; (ii) no other impacts or delays caused by third parties, including the contractor(s) or its subcontractors; and (iii) no other delays beyond CONSULTANT's control.

If the OWNER requests modifications to the Scope of Services of the Project, or if CONSULTANT's services extend past the completion date in the Project Schedule through no fault of the CONSULTANT, the CONSULTANT shall be paid for the additional work as an additional service as set forth in Attachment B, Basis of Compensation, and CONSULTANT's time of performance shall be extended appropriately.

CONSULTANT's services under this Contract, and each phase of services, if the Scope of Services is so divided, shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by the OWNER or (2) thirty days after the date when such submissions are delivered to the OWNER. For construction administration services, the services shall be considered complete at final completion of the Project.

5. Compensation. The CONSULTANT agrees to perform the services provided for in the Scope of Services, and the OWNER agrees to compensate the CONSULTANT for such services as set forth in Attachment B, Basis of Compensation, which attachment is incorporated herein. Compensation for additional services shall also be as set forth in Attachment B, Basis of Compensation.

Payment by the OWNER to the CONSULTANT shall be due and payable on the 25th day of the month following the date of the invoice. Payments not received by the CONSULTANT by the 30th day of the month following the date of the invoice shall be overdue. A service charge of one and one-half (1½) percent per month shall be added to all overdue amounts. OWNER agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid including court costs and reasonable attorney fees. CONSULTANT shall not be bound by any provision wherein CONSULTANT waives any rights to a mechanic's lien, or any provision implying payment to CONSULTANT is contingent upon payment to OWNER by a third party. A failure by OWNER to pay CONSULTANT on a timely basis shall entitle CONSULTANT at its election, to stop work on the Project until such time as payment has been made, or upon seven days' notice and OWNER's failure to pay all amounts then due, to terminate this Contract. Such suspension or termination shall be deemed for cause.

6. Personnel. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract and that such personnel will be qualified to perform such services.
7. Subsurface Investigations. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.
8. CONSULTANT's Personnel at Construction Site. The periodic or occasional presence of CONSULTANT's personnel at the construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the CONSULTANT's own personnel.

The presence of CONSULTANT's personnel at a construction site is for the purpose of periodically checking the work for general conformity with the Contract Documents and the design concept as reflected in the Contract Documents. CONSULTANT is not required to and will not conduct construction testing or continuous inspections. CONSULTANT neither guarantees the performance

of the construction contractor nor assumes responsibility for construction contractor's failure to perform its work in accordance with the Contract Documents.

9. Responsibilities of the OWNER. It is agreed that the OWNER will have the following responsibilities under this Contract:

- a. Timely providing all information, data, reports, records, and maps to which the OWNER has access and which are needed by the CONSULTANT for the performance of the services provided for herein.
- b. Providing assistance and cooperation for the CONSULTANT in obtaining any other needed material which the OWNER does not have in its possession.
- c. Making available the services of the OWNER as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- d. Designating a single representative who will be authorized to make necessary decisions required on behalf of the OWNER and will serve to provide the necessary direction and coordination for the project.
- e. Bearing all costs for permitting, reviewing, recording and advertising for the project, as well as any other cost not specifically included in Attachment A or B as a cost to be borne by the CONSULTANT.
- f. Providing legal right of access to all affected private property for CONSULTANT to perform all necessary surveying, engineering and site visits.

All such OWNER responsibilities shall be conducted in a timely manner and without undue delay so as not to delay the CONSULTANT in the performance of its services. The CONSULTANT shall coordinate its services with those services provided by the OWNER and the OWNER's consultants. The CONSULTANT shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by the OWNER and the OWNER's consultants. The CONSULTANT shall provide prompt written notice to the OWNER if the CONSULTANT becomes aware of any error, omission or inconsistency in such services or information.

10. Opinion of Probable Construction Costs. CONSULTANT's opinion of probable construction costs, if rendered as a service under this Contract, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. CONSULTANT cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.

11. Ownership and Use of Work Products. Upon payment in full of all sums due to CONSULTANT, the OWNER shall own title to the latest versions of all reports, drawings and specifications, and other

materials specifically required to be delivered under the terms of the Contract, including any and all intellectual property rights therein (collectively the “Deliverables”). The OWNER may use, transfer, copy and distribute the Deliverables without restriction or limitation, except as set forth herein.

- a. Retention of Rights by CONSULTANT. This conveyance shall not deprive the CONSULTANT of the right to retain electronic data or other reproducible copies of the Deliverables or the right to re-use details, forms, arrangements and compositions that are stock, standard or commonplace in the normal course of the CONSULTANT’S professional activities, including without limitation, other projects in which CONSULTANT is involved.
- b. Modification or Reuse Risk. Any modification or reuse of the Deliverables by the OWNER without the involvement of the CONSULTANT shall be at the sole risk of the OWNER, and OWNER releases CONSULTANT from any claims or causes of action related to any re-use of the Deliverables without the involvement of CONSULTANT. Before any re-use of the Deliverables by OWNER, OWNER shall remove CONSULTANT’S name from any title block and any seal, logo or other indications referring or relating to the CONSULTANT from the Deliverables. OWNER shall defend, indemnify and hold harmless the CONSULTANT, CONSULTANT’S subcontractors, agents, employees, officers, directors, owners and successors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of changes made in the Deliverables by anyone other than the CONSULTANT, or resulting from any re-use of the Deliverables without CONSULTANT’S involvement. This indemnification shall survive termination of this Contract. OWNER shall not make or allow any use of the Deliverables which is in violation of any statute, rule, regulation or code or which is in any way contrary to any law, regulation or licensing provision.
- c. No Sale. Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by the CONSULTANT, and the CONSULTANT makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

12. Use of Electronic Media. Copies of documents that may be relied upon by OWNER are limited to (i) the printed copies (also known as hard copies) that are manually, signed or sealed by CONSULTANT; and (ii) electronic copies that bear CONSULTANT’S digital signature and seal. “Digital signature and seal” means a PKI-based method of associating a signer with a document in a recorded transaction (e.g., DocuSign DSA). Unsigned or unsealed documents, in any format, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such unsigned and non-sealed electronic files will be at the user’s sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.

13. Changes. The OWNER or the CONSULTANT may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of

the CONSULTANT's compensation or time of performance, which are mutually agreed upon by and between the OWNER and the CONSULTANT, shall be incorporated in written amendments (Attachment C), and compensated as additional services as set forth in Attachment B.

14. Termination of Contract. This Contract may be terminated by either the OWNER or the CONSULTANT, with or without cause, upon 7 calendar days written notice. In the event of termination, the CONSULTANT shall be entitled to its fees and reimbursable expenses incurred prior to termination. In the event of a termination by OWNER for any reason or by CONSULTANT without cause, copies of all Deliverables shall, at the option of the OWNER, be made available to OWNER, provided CONSULTANT is paid in full for all services provided and expenses incurred through the date of termination and otherwise as provided for in Paragraph 11. If termination is by CONSULTANT for non-payment, no rights for ownership or continued use of the Deliverables shall inure to OWNER unless and until CONSULTANT is paid all amounts due.
15. Assignability. This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.
16. Insurance. CONSULTANT shall provide and maintain at a minimum the following coverage and limits during the life of the Contract:
 - a. Statutory Workers Compensation Insurance, a minimum of \$500,000 or greater amount if required by the state(s) in which the work is to be performed.
 - b. Commercial General Liability Insurance, including coverage for premises and operations, products and completed operations, independent contractors, and contractual liability. Such insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - c. Automobile Liability Insurance for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
 - d. Professional Liability Insurance of \$1,000,000 per claim and annual aggregate.
17. Indemnification. CONSULTANT and OWNER each agree to indemnify and hold the other harmless, and their respective officers, directors, employees, agents, owners and successors, from and against liability to third parties for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the negligent or willful acts or omissions of the indemnifying party or its employees, agents, officers, directors, owners or successors. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence. This indemnification shall survive termination of this Contract.

18. Liability and Standard of Care. CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.

19. Dispute Resolution. If a dispute greater than \$10,000 arises out of or relates to this Contract, or the breach thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Charlotte, North Carolina, unless the parties otherwise agree.

20. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

- a. This Contract shall be binding upon the successors and assigns of the parties.
- b. Interpretation and enforcement of this Contract shall be pursuant to the law of the State of North Carolina. Venue for any litigation under or related to this Contract shall be in the courts of Mecklenburg County, North Carolina.
- c. This Contract constitutes the entire contract between the parties, and it shall be modified or amended only in a writing signed by both parties.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:

TOWN OF BLACK MOUNTAIN

By: _____
Name: Josh Harrold
Title: Town Manager
Email: Josh.harrold@tobm.org
Date: _____

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act".

By: _____
Name: Tammy Holland
Title: Finance Director

Address for giving notices:

160 Midland Avenue
Black Mountain, NC 28711

Designated Representative:

Name: Angela Reece
Title: Projects & Facilities Manager
Phone: 828-419-9300, ext. 315
Email: Angela.reece@tobm.org

CONSULTANT:

W.K. DICKSON & CO., INC.

By: _____
Name: Brian L. Tripp, PE
Title: Vice President
Email: btripp@wkdickson.com
Date: _____

Email: Tammy.holland@tobm.org
Date: _____

Address for giving notices:

1213 W Morehead St Suite 300
Charlotte, NC 28208

Designated Representative:

Name: Lisa Wells
Vice President,
Title: Director of Watershed Services
Phone: 864-313-1580
Email: lwells@wkdickson.com

ATTACHMENT A
TOWN OF BLACK MOUNTAIN
STORMWATER INFRASTRUCTURE PLANNING
INITIAL GRANT ADMINISTRATION ASSISTANCE & PROJECT FORMULATION
SCOPE OF SERVICES

PROJECT BACKGROUND

In Fall of 2022, the Town of Black Mountain applied for a Stormwater Planning Grant through the State Water Infrastructure Authority (SWIA) and has received notification advising our project is eligible to receive a grant funding through the Local Assistance for Stormwater Infrastructure Investments (LASII) from the American Rescue Plan Act (ARPA) which will be one hundred percent of eligible project costs up to a maximum of \$400,000.

This grant will allow the Town to expand its long-term Stormwater Master Plan to include additional system mapping, condition assessment, development of a stormwater capital improvement and financial plan to include a rate analysis for the stormwater utility, funding needs, as well as a resiliency plan which accounts for growth impacts and the storm drainage infrastructure. The projects identified will address both water quality and water quantity issues that impact the Swannanoa River, its tributaries, and any impediments to NPDES compliance. This project will provide the Town with a more complete knowledge of the stormwater system and will further the town's ability to maintain, operate, and fund improvements to the stormwater system. The project will also identify the stormwater infrastructure to meet the needs of the Town's Future Land Use Map to identify crucial needs for stormwater infrastructure improvements and risk mitigation. The areas that will be assessed for stormwater-related planning and improvement include, but are not limited to, Town facilities and properties, drainage infrastructure (including outfalls, catch basins, and culverts), mitigation measures along impaired streams, recommendations on a stormwater utility fee, and staffing needs for effective stormwater management. The proposed planning process will involve public education and outreach.

SCOPE OF WORK

This scope of work will provide grant administration services to meet the initial DWI grant requirements for preliminary scope approval and also provide project formulation services for the planning project to ensure full alignment of grant with OWNER's goals and priorities.

DIVISION OF WATER INFRASTRUCTURE PRELIMINARY SCOPE SUBMITTAL

Following submission of a LASII grant application by the OWNER in Fall 2022, the OWNER was successfully identified by DWI as having a project eligible for funding in the amount of \$400, 000 on February 21, 2023. The OWNER subsequently received a Letter of Intent to Fund (LOIF) from DWI. In the letter, the first milestone identified was the submittal of a preliminary project scope that includes a cost estimate and schedule for each major task by June 1, 2023. The OWNER communicated with DWI regarding the need to procure engineering services to assist with this requirement and received an extension of this deadline. Subsequently, the OWNER received a letter from DWI on August 18, 2023, providing the Preliminary Project-Scope Approval & Transmittal of

Offer-and-Acceptance Funding Award. Per the OWNER, this preliminary scope approval was based upon the scope as described in the RFQ for services that the OWNER issued on July 21, 2023

The CONSULTANT will assist the OWNER in preparing a detailed project scope with cost estimate and schedule for each major task. Upon OWNER approval, the CONSULTANT will submit the scope, cost estimate, and schedule to DWI by October 26, 2023.

1. PROJECT FORMULATION

The CONSULTANT will perform the initial due diligence necessary to formulate and develop the approach and scope of the project. This effort will consist of data collection, document review, and meetings with the OWNER. The following tasks will be performed:

- A. The CONSULTANT will contact DWI on OWNER's behalf to determine needs and expectations related to the preliminary project scope documents.
- B. The CONSULTANT will review documents provided by the OWNER such as the previous master plan and grant application.
- C. The CONSULTANT will request any additional data from the anticipated project stakeholder(s) needed to adequately develop the scope, schedule, and budget.
- D. Meetings – The following meetings are anticipated for the purpose of identifying the project goals and objectives, gathering and reviewing available relevant data, and defining the intended stormwater watershed area(s) and project deliverables. All meetings will be approved by the OWNER before scheduling. The CONSULTANT has budgeted for a total of two (2) virtual meetings with the OWNER over the course of this phase of work.

PROJECT SCHEDULE

The CONSULTANT will commence work as soon as practicable after the date of the execution of this Authorization. All work as set forth in the Scope of Services shall be completed as shown below:

- A. LASII Preliminary Project Scope Documents– Deliver to DWI by October 26, 2023
- B. Project Formulation – Approximately 60 days from Notice to Proceed (NTP)

ATTACHMENT B

BASIS OF COMPENSATION

1. Basic Services. The OWNER shall pay the CONSULTANT for services set forth in Attachment A, Scope of Services, a Lump Sum Fee of fifteen thousand dollars (\$15,000).

A percentage of the Lump Sum Fee will be billed on the last day of each month. The percentage billed will be the percentage of Scope of Services work estimated to be completed as of the day of billing.

2. Additional Services. The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in Attachment A, Scope of Services, on an hourly basis in accordance with the CONSULTANT's standard rates.
3. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring CONSULTANT to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees, as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

LABOR

2023

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, MPA, MMC, NCCMC, **MEETING DATE:** October 9, 2023
Project & Facilities Manager

AGENDA SECTION: CONSENT

DEPARTMENT: ADMINISTRATION

TITLE OF ITEM: Lake Tomahawk Dam Repair Construction Contract Award – *Angela L. Reece, Project & Facilities Manager*

SUGGESTED MOTION(S): *I move that Town Council approve the Resolution to select **Baker's Construction Services Inc.** (Contractor) as lowest responsive, responsible bidder and to enter into an agreement to provide construction repair services for the Lake Tomahawk Dam Project as presented.*

SUMMARY:

Lake Tomahawk Dam is an earthen dam in Black Mountain, North Carolina located along the southern edge of Lake Tomahawk. The dam is classified as a High Hazard Dam. Minor seepage is occurring following the removal of a tree on the embankment in 2014. Erosion and sediment control, toe drain and blanket drain construction, articulating concrete block overtopping protection, and earthworks construction will be constructed.

The town previously selected SM&E as the Project Engineering Firm and they have been working with NC DAM Safety to obtain design and other approvals to begin repairs. An RFP was originally issued on July 7, 2023, with responses being due on August 7, 2023, but it was discovered that one of the approved materials was patented and required a subscription service to any users so the bid had to be cancelled for the engineer to seek alternate material approval from NC DAM Safety which was granted. A second RFP was issued on August 24, 2023, with responses due on September 18, 2023. Two sealed formal bids were received, unopened and then rejected by the Town Project Manager as directed in NCGS 143-132(a) for insufficient minimum bids. The town readvertised the bid on September 21, 2023, and received 4 sealed formal bids on October 3, 2023, at 2:00 p.m.

Formal bids were reviewed by the Project Engineer and Town Project Manager for completeness and accuracy. **Baker's Construction Services Inc.** (Contractor) was the lowest responsive, responsible bidder in the total bid amount of **\$5,72,649.00**. Engineers and Project Manager recommend awarding contract to this contractor.

ATTACHMENTS:

- i. Resolution by The Town Council of The Town of Black Mountain to Enter into a Contract for Construction & Repair Services for the Lake Tomahawk Dam Project.
- ii. Bid Tab
- iii. DRAFT Construction Contract & supporting documents.



Bid Tabulation Sheet
Lake Tomahawk Dam Improvements
Town of Black Mountain, Buncombe County
Original Bid Date: Monday September 18, 2023 (2 Bidders)
Date of Opening: Tuesday October 3, 2023
Time of Opening: 2:00 p.m.

Company Name	Bid Bond	Location	Contract or License Number	Base Bid Amount	Bond	Alternate Bid Amount	Addenda Identified	MBE Forms	Undercut And Structural Fill (Unit Price)	Structural Fill From Offsite (Unit Price)	Rock Removal - Trench Rock (Unit Price)	Rock Removal - Mass Rock (Unit Price)	Disposal Of Unsuitable Materials - Onsite (Unit Price)	Disposal Of Unsuitable Materials - Offsite (Unit Price)	Additional Silt Fence (Unit Price)	Additional Compost Filter Sock (Unit Price)	Additional Seeding And Mulching (Unit Price)	Borrow Area Stabilization (Graded Flat, Seeded, And Mulched) (Unit Price)	
Baker's Construction Services (Mitchell Weaver)	5%	PO Box 417 Piney Flats, TN 37686	60070	572,649.00	yes		yes	yes	45.00	55.00	150.00	150.00	6.50	30.00	7.50	375.00	7,500.00	15,000.00	
TAG Contracting, Inc. (Dave Snider)	5%	PO Box 2188, Old Fort, NC	71123	1,480,088.38	yes		yes	yes	100.00	50.00	200.00	200.00	40.00	80.00	10.00	150.00	2,500.00	10,000.00	
Cinderella Partners (Ross Watson)	5%	Indian Trail, NC	78482	778,550.56	yes		yes		70.00	55.00	150.00	200.00	10.00	35.00	8.00	350.00	7,500.00	12,000.00	
Morgan Corp. (Kyle Buchanan)	5%	1800 East Main Street, Duncan, SC 29334	12289	988,091.75	yes		yes	yes	15.75	68.75	75.00	65.00	15.75	83.25	5.25	750.00	5,000.00	8,200.00	

**RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO ENTER
INTO A CONTRACT FOR CONSTRUCTION REPAIR SERVICES FOR THE LAKE
TOMAHAWK DAM PROJECT**

WHEREAS, Lake Tomahawk Dam is an earthen dam in Black Mountain, North Carolina located along the southern edge of Lake Tomahawk and is classified as a High Hazard Dam. Minor seepage is now occurring following the removal of trees on the embankment in 2014; and

WHEREAS, the Town intends to repair the Dam as approved by North Carolina Dam Safety through repairs consisting of erosion and sediment control, toe drain and blanket drain construction, articulating concrete block overtopping protection, and earthworks construction to protect area citizens and to prevent a future disaster; and

WHEREAS, on September 18, 2023, at 2:00 p.m. two sealed formal bids were received, unopened and then rejected by the Town Project Manager as directed in NCGS 143-132(a) for insufficient minimum bids. The town readvertised the bid on September 21, 2023, and received 4 sealed formal bids on October 3, 2023, at 2:00 p.m.; and

WHEREAS, formal bids were reviewed by the Project Engineer and Town Project Manager for completeness and accuracy. **Baker's Construction Services Inc.** (Contractor) was the lowest responsive, responsible bidder in the total bid amount of **\$5,72,649.00**; and

WHEREAS, the Project Engineer and Town Project Manager are recommending the award of the Tomahawk Dam Construction Repair Project to **Baker's Construction Services Inc.** (Contractor).

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina that:

1. The Council ratifies initial actions taken by the Town Project Manager to reject and readvertise for bids in accordance with NCGS 143-132(a) for insufficient minimum bids.
2. The bid for the Lake Tomahawk Dam Construction Repair Project is awarded to **Baker's Construction Services Inc.** (Contractor), who is determined to be the lowest responsive, responsible bidder.
3. The Town Manager is authorized to execute a contract for construction repairs for the Lake Tomahawk Dam Project to **Baker's Construction Services Inc.** (Contractor), the lowest responsive, responsible bidder in the amount of **\$5,72,649.00**.
4. The Town Manager is authorized to approve change orders which cumulatively do not exceed 10% of the approved contract amount of **\$5,72,649.00**, provided however that any necessary budget ordinance or project ordinance amendments must be brought back to the Town Council for approval.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on this 9th day of October 2023.

ATTEST:

Angela Reece, Deputy Town Clerk

C. Michael Sobol, Mayor

Josh Harrold, Town Manager

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Black Mountain ("Owner") and Baker's Construction Services, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Dam Improvements Plan-BUNCO-065 Small, High Hazard Class which includes the installation of a toe drain, blanket drain, and concrete revetment to improve the earthen embankment dam forming Lake Tomahawk. Work includes erosion and sediment control, grading, and stabilization measures for the dam improvements.
- B. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at Lake Tomahawk in Black Mountain, North Carolina.

ARTICLE 2—THE PROJECT

2.01 The project, of which the work under the contract documents is a part, is generally described as follows:

- A. Dam Improvements Plan-BUNCO-065 Small, High Hazard Class which includes the installation of a toe drain, blanket drain, and concrete revetment to improve the earthen embankment dam forming Lake Tomahawk. Work includes erosion and sediment control, grading, and stabilization measures for the dam improvements.
- B. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at Lake Tomahawk in Black Mountain, North Carolina.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **S&ME, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **June 30, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 30, 2024**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$5,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$5,000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in

Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$572,649.00.**

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Undercutting And Structural Filling In Undercut Area (Not Anticipated)	CY	0	\$ 45.00	\$
2	Structural Fill From Offsite (Not Anticipated)	CY	0	\$ 55.00	\$
3	Rock Removal - Trench Rock (Not Anticipated)	CY	0	\$ 150.00	\$
4	Rock Removal - Mass Rock (Not Anticipated)	CY	0	\$ 150.00	\$
5	Disposal Of Unsuitable Materials - Onsite	CY	0	\$ 6.50	\$
6	Disposal Of Unsuitable Materials - Offsite	CY	0	\$ 30.00	\$
7	Additional Silt Fence	LF	0	\$ 7.50	\$
8	Additional Compost Filter Sock	EA	0	\$ 375.00	\$
9	Additional Seeding And Mulching	AC	0	\$ 7,500.00	\$
10	Borrow Area Stabilization (Graded Flat, Seeded, And Mulched)	AC	0	\$15,000.00	\$

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.

4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **12** sheets with each sheet bearing the following general title: **Dam Improvements Plan – Town of Black Mountain – Lake Tomahawk - Buncombe County, North Carolina.**
 8. Addenda (numbers **1** to **2**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Invitation to Bid**
 - b. **Instruction to Bidders**
 - c. **Bid Form**
 - d. **Contractor's Completed Bid Worksheet**
 - e. **Minority Business Participation Forms**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

DRAFT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** October 9, 2023
AGENDA SECTION: CONSENT **DEPARTMENT:** Planning
TITLE OF ITEM: Call for Public Hearing for Text Amendment to Fee Schedule **#O-23-18**

SUGGESTED MOTION(S):

To call for the public hearing to amend the fee schedule to be held on Monday, November 13, 2023 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

SUMMARY:

The current fee schedule does not include a fine for working without a permit and does not have subcategories for floodplain development permits. The proposed amendments add a fee for working without a permit, adds subcategories and fees for floodplain development permits, and makes a few other minor amendments to existing fees such as making the reinspection fee the same as the inspection fee, increasing the demolition permit cost, correcting ABC inspection fees, and correcting the mechanical/electrical changeout fee.

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-23-18



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** October 9, 2023
AGENDA SECTION: CONSENT **DEPARTMENT:** Planning
TITLE OF ITEM: Resolution to accept Streamflow Rehabilitation Program (StRAP) Grant Award
#R-23-15

SUGGESTED MOTION(S):

To approved **Resolution #R-23-15** accepting the Streamflow Rehabilitation Program (StRAP) grant award in the amount of \$71,816.00/

SUMMARY:

The Town received \$6,960 in StRAP funding in 2022 for stream debris removal along the Swannanoa River. The Town applied for additional funding in 2023 and received an additional \$71,816 to continue debris removal along the Swannanoa River.

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:

1. *Resolution #R-23-15*
2. *StRAP Award Letter*

RESOLUTION #R-23-15

**RESOLUTION TO ACCEPT STREAMFLOW REHABILITATION
PROGRAM (StRAP) GRANT AWARD**

WHEREAS, the StreamFlow Rehabilitation Program (StRAP) was created by the NC General Assembly; and

WHEREAS, StRAP provides grants to projects that help reduce flooding and restore streams across North Carolina; and

WHEREAS, StRAP allocates money for projects that protect and restore the integrity of drainage infrastructure of North Carolina's waterways; and

WHEREAS, the Town of Black Mountain applied for funding for stream debris removal along the Swannanoa River in 2022; and

WHEREAS, the Town of Black Mountain received \$6,940 in StRAP funding in 2022; and

WHEREAS, the Town of Black Mountain cleared one debris jam consisting of four trees along the Swannanoa River near Riverwalk Park; and

WHEREAS, the Town of Black Mountain applied for additional funding in 2023 to continue stream debris removal along the Swannanoa River; and

WHEREAS, the Town of Black Mountain received an additional \$71,816.00 in StRAP funding;

NOW THEREFORE, BE IT RESOLVED that the Black Mountain Town Council accepts the StRAP Grant in the amount of \$71,816.00 for stream debris removal along the Swannanoa River.

I move and adopt the foregoing resolution:

Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 9th day of October 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk

Josh Harrold, Town Manager



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

August 24, 2023

Jessica Trotman
160 Midland Ave
Black Mountain, NC 28711

ACCEPTANCE OF AWARD NOTIFICATION

Dear Jessica Trotman,

On behalf of Commissioner Steve Troxler and the N.C. Department of Agriculture and Consumer Services, we are pleased that you have accepted the Department's offer of \$78,816.00 increasing contract by \$71,816.00.

By accepting our offer of financial assistance, you have agreed to the specific stipulations, terms and conditions, and reporting requirements contained in the contract that you signed. Enclosed is a fully executed contract for your records.

The forms listed below are used to fulfill the departmental reporting requirements of the StreamFlow Rehabilitation Program (StRAP).

1. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report
2. Request for Payment form

If you have any questions regarding the contract, please contact Heather Reichert at 919-707-3768 or by email at heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for your participation in the StreamFlow Rehabilitation Program.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures:
cc: Heather Bruce, Grants Manager



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

June 16, 2023

Jessica Trotman
Town of Black Mountain
160 Midland Ave
Black Mountain, NC 28711

NOTIFICATION OF FUNDING OFFER

Dear Jessica Trotman,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that additional funding of \$71,816.00 and change in scope of work on your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

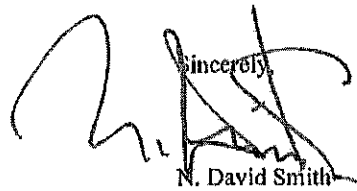
Electronic Signed Contract:
Heather Reichert
Administrative Specialist
Heather.reichert@ncagr.gov

Original signatures mail:
Heather Reichert, Administrative Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.

One fully-executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,


N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 716-0026
An Equal Opportunity Affirmative Action Employer



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

Town of Black Mountain

GRANTEE ORGANIZATION NAME: _____

PROJECT TITLE/NAME: StreamFlow Rehabilitation Program (SIRAP) _____

CONTRACT #: 22-080-4011

AMENDMENT #: 01-2023

Check one Box		DOCUMENT TITLE		DEPARTMENT USE - DOCUMENTS ATTACHED		GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED	
☒ Yes	☐ No	Contract Amendment "Check Off List" for Grantee		☐ Yes	☐ No	☒ Yes	☐ No
☒ Yes	☐ No	Contract Amendment Cover		☐ Yes	☐ No	☒ Yes	☐ No
☒ Yes	☐ No	Attachment A - Scope of Work		☐ Yes	☐ No	☒ Yes	☐ No
☐ Yes	☐ No			☐ Yes	☐ No	☐ Yes	☐ No

TP 8/24/2023

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only

ORIGINAL CONTRACT:

CENTER: 2740

ACCOUNT: 536431

AMOUNT: \$7,000

AMENDMENT:

CENTER: 2740

ACCOUNT: 536431

AMOUNT: \$71,816.00

TOTAL CONTRACT AMOUNT:

\$78,816.00

North Carolina Department of Agriculture and Consumer Services

Soil & Water Conservation

Streamflow Rehabilitation Program (StRAP) - Government

Amendment Number: 01-2023

Contract Number: 22-080-4011

This document amends the Contract, **Streamflow Rehabilitation Program (StRAP)**, between the North Carolina Department of Agriculture and Consumer Services, **Soil & Water Conservation**, hereinafter referred to as the "Agency" and the Town of Black Mountain, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is 56-6001182. The Congressional District Number is 11.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below:

• **Section IV. Agency's Duties**

The previous Section IV is hereby deleted and replaced with the following:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$78,816.00. This increases the State funds by \$71,816.00.

There are no matching requirements from the Grantee.

The total contract amount is \$78,816.00.

- **Section III. Grantee's Duties and Attachment B Scope of Work:**

The previous Section III is hereby amended by replacing the previous Attachment B:

Scope of Work with the revised Attachment B: Scope of Work. The purpose of the replacement Scope of Work is to add additional segments for Stream Debris Removal. These additional segments are over and above the specified work in the original agreement.

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Scope of Work (Attachment A)

All other terms and conditions as set forth in the original contract document shall remain in effect for the duration of this amendment.

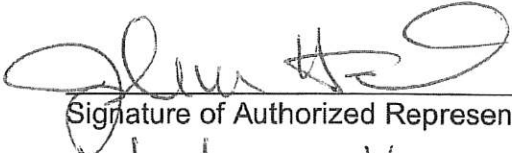
THIS SPACE LEFT INTENTIONALLY BLANK

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: Town of Black Mountain



Signature of Authorized Representative

6-19-23

Date

Josh M. Harrold

Printed Name

Town Manager

Title

Witness:

Jessica G. Trotman

Signature

6/19/23

Date

Jessica G. Trotman, planning director

Printed Name

Title



North Carolina Department of Agriculture and Consumer Services



Signature of Authorized Representative

8-24-2023

Date

N. David Smith, Chief Deputy Commissioner

StRAP Revised Scope of Work v.2	
Applicant Name:	Town of Black Mountain
Please use current SOW mark through what is being removed and highlight any that are being added	

REVISED SCOPE OF WORK (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Swannanoa River	35904	large debris jams, woody debris and snags	With significant input from property owners along the river, the Town will remove woody debris, jams and snags from the river.	1	\$71,816
B						
C						
TOTALS:		35,904			1	\$ 71,816.00

Project Timeline

	Time Period	Milestones
A	May-July 2023	continue work with community to ID and map major jams and snags
B	July-Sept 2023	draft and post request for qualifications/proposals for services/award contract for services
C	Oct-December 2023	Finish work before end of year
D	January 2024	inspection and close out



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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

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

TITLE OF ITEM: Monthly Property Tax Collector Report – July and August

SUGGESTED MOTION(S):

Approval of the Monthly Tax Collector Report for July and August

SUMMARY:

Monthly Property Tax Collector Report

Pursuant to N.C.G.S. § 105-350(7), it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Per NCGS 105-381(b) the governing body must approve or deny requests for refunds or releases.

Below is the month end report for collections, refunds, and releases (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes.

ATTACHMENTS:

- i. July Monthly Tax Collector Report
- ii. August Monthly Tax Collector Report



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

FROM: Tax Collector

SUBJECT: July 2023 Tax Collector Report

According to GS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

CURRENT YEAR TAX

Ad Valorem Billed	\$ 5,130,326.76
Ad Valorem Collected	\$ 47,821.86
Adjustments and Releases	\$ 4,212.60
Outstanding real and personal property taxes	<u>\$ 5,086,717.50</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR

0.93%

PRIOR YEAR TAXE(S) COLLECTED - ALL TAXES, LIENS, LATE LIST PENALTIES, INTEREST AND FEES

Collected	\$ 935.33
Adjustments and Releases	\$ 0.04

These numbers represent collections for properties that remain unpaid from the tax year for which they were due

Per NCGS 105-381(b) the Tax Collector is reporting the following tax refunds within the current period:

Ad Valorem	\$ -
Motor Vehicle	\$ 63.08



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

FROM: Tax Collector

SUBJECT: August 2023 Tax Collector Report

According to GS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

CURRENT YEAR TAX

Ad Valorem Billed	\$ 5,132,685.15
Ad Valorem Collected	\$ 225,908.87
Adjustments and Releases	\$ 4,083.74
Outstanding real and personal property taxes	<u>\$ 4,910,860.02</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR

4.40%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 1,689.12
Adjustments and Releases	\$ (410.07)

These numbers represent collections for properties that remain unpaid from the tax year for which they were due

Per NCGS 105-381(b) the Tax Collector is reporting the following tax refunds within the current period:

Ad Valorem	\$ -
Motor Vehicle	\$ 77.35



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** October 9, 2023
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Approval of 2023 Audit Contract and Amendment to 2022 Audit Contract to Audit Accounts – *Tammy Holland, Finance Director*

SUGGESTED MOTION(S): I recommend that Town Council approve the 2022 Amendment and the 2023 Contract to Audit Accounts.

SUMMARY:

Approval and Authorization of Town Manager to execute the audit contract of accounts for the fiscal year ending June 30, 2023. Audit Contract between the Town of Black Mountain and Gould Killian CPA Group, PA is attached.

Amendment to Contract to Audit Accounts to extend the current audit contract. Due to the length of time required to complete the FY 2022 audit of the Town, the current contract with Gould Killian CPA Group, PA needs to be amended to conclude the audit. The attached amendment to the audit contract allowed Gould Killian to complete the audit and submit to the Local Government Commission.

ATTACHMENTS:

- i. Fiscal Year 2023 Audit Contract Agreement
- ii. Amendment to Contract to Audit Accounts.

August 21, 2023

To the Honorable Mayor
Members of Town Council
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Black Mountain as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Black Mountain’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Black Mountain’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Required schedules for Law Enforcement Officers’ Special Separation Allowance

3. Required schedules for the Local Government Employees' Retirement System
4. Required schedules for the Retiree Health Benefit Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Black Mountain's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, and other schedules
2. Schedule of expenditures of federal and state awards (when applicable)

The introductory and statistical sections will not be subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we will not express an opinion or provide any assurance on them.

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- (Only if a single audit is determined to be required) – internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls
2. Incorrect account balances due to lack of reconciliation between general ledger and subledger

Audit Procedures—Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Black Mountain's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Black Mountain's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on the Town of Black Mountain's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that Town programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of

expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reproduction of Audit Report

If the Town plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Town employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Town's premises. This assistance will serve to facilitate the progress of our work.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and members of Town Council at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Town. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of Town of Black Mountain in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Town in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its functions and fulfilling its responsibilities.

The Town agrees to perform the following functions in connection with our performance of the financial statement services:

- a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
- b. Assign Tammy Holland to oversee the financial statement services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Town must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the members of Town Council of the Town of Black Mountain; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Town hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the Town's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in October 2023 and to issue our reports no later than December 31, 2023. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fixed charges to the Town for the services described above of \$64,900 are expected to be \$59,900 for the financial statement audit and \$6,500 for financial statement preparation. An additional variable fee of \$4,500 per major program will be charged should a federal and/or state single audit be necessary.

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 500 hours in total. If significant additional time is necessary (over 525 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon our completion of the audit. Our reports will be address to the members of the Town Council for the Town of Black Mountain, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Daniel R. Mullinix
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Town of Black Mountain.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Whereas	Primary Government Unit Town of Black Mountain
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor Gould Killian CPA Group, PA

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/22	and originally to be submitted to the LGC on	Date 10/31/22
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hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date submitted to LGC

Original date 10/31/22	Modified date 08/31/23
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☒ Modification to fee

Original fee \$ 30,000.00 plus variable fee of \$ 4,500.00 per major program	Modified fee \$ 65,000.00 plus variable fee of \$ 4,500.00 per major program
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Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|-------------------------------------|--|
| ☐ | ☐ | Change in scope |
| ☐ | ☐ | Issue with unit staff/turnover |
| ☐ | ☐ | Issue with auditor staff/workload |
| ☐ | ☐ | Third-party financial statements not prepared by agreed-upon date |
| ☐ | ☒ | Unit did not have bank reconciliations complete for the audit period |
| ☐ | ☒ | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| ☐ | ☐ | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| ☒ | ☐ | Unit did not have information required for audit complete by the agreed-upon time |
| ☐ | ☐ | Delay in component unit reports |
| ☐ | ☒ | Software - implementation issue |
| ☐ | ☐ | Software - system failure |
| ☐ | ☐ | Software - ransomware/cyberattack |
| ☐ | ☐ | Natural or other disaster |
| ☐ | ☐ | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

Auditor will work with Town staff to come up with specific due dates for items that are required to be completed in order for the audit to be submitted timely.

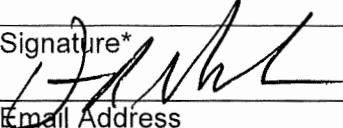
Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Gould Killian CPA Group, PA	
Authorized Firm Representative* (typed or printed)	Signature*
Daniel Mullinix	
Date*	Email Address
8/8/2023	dmullinix@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Black Mountain	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer*	Signature*
Date of Pre-Audit Certificate*	Email Address*



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, *Recreation & Parks Director* **MEETING DATE:** October 9, 2023

AGENDA SECTION: OLD BUSINESS **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Estimates for dugout replacement at Veteran's Park.

SUGGESTED MOTION(S):

Provide staff with guidance for next steps.

SUMMARY:

Estimates were gathered for the renovation of eight dugouts at Veteran's Park. At the September 11, 2023, council meeting, council members requested to have pricing included for backstop replacement in addition to the dugouts. Included in these estimates are dugout fencing replacement, concrete pads, roof replacement, backstop fencing replacement for each of the three baseball/softball fields, and backstop netting.

Estimates (estimates are attached)

Dugout fencing (8 dugouts): **\$32,172.92**

Concrete pads (8 dugouts): **\$19,600**

Roof replacement (8 dugouts):

- Project is completed in-house by Public Works: **\$10,000**
- Project contracted out and completed by a general contractor: **\$43,193**

Backstop fencing replacement (3 fields): **\$117,543.00**

Backstop netting (3 fields): **\$4,656** (netting \$3,456, shipping \$200, and attachment hardware \$1,000)

BUDGET IMPACT: \$183,971.92

This includes: dugout fencing replacement, installation of concrete pads, roof replacement done in-house, backstop replacement for 3 fields, and backstop netting.

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

If no, describe how it will be funded. Budget amendment.

ATTACHMENTS:



ASHEVILLE CONTRACTING CO., INC.
PO BOX 1540
CANDLER, NC 28715
(P) 828-665-8900 (F) 828-665-8902
www.ashevillefence.com
HUB Certified (Woman Owned)

PROPOSAL/CONTRACT

Date: 06/07/2023

CUSTOMER INFORMATION:

Town of Black Mountain

JOB INFORMATION:

Veteran's Park

Dugout Replacement

SCOPE OF WORK:

Remove 8 dugout fences with roof.

Install 8 dugout fences using 9 ga galvanized chain link fence. Each dugout will have one walk gate. Approximate dimensions of new dugouts are 20x10.

Field side of each dugout fence will have new sports cap on fence.

3" CS40 corner posts will be 8' tall out of the ground and can be cut to proper height when others install the roof.

3" CS40 corner and gate posts set in concrete

2 1/2" CS40 line posts

1 5/8" CS40 top rail, bottom rail, and gate frames

Josh Henderson

828-767-0064

joshua.henderson@tobm.org

Approved & Accepted for Customer:

Contract Amount: \$ 32172.92

Down Payment: \$ 14954.93

Balance Due: \$ 17217.99

Credit Card Processing Fee 3% Per Transaction

Customer Date

ASHEVILLE CONTRACTING CO., INC.:

Salesperson Date

Quote good for 5 days

MS

James Almquist SP

20 McCoy Drive
Leicester, NC 28748 US
+1 8287123459
jalquist007@gmail.com

Estimate

ADDRESS

Josh Henderson

ESTIMATE 1014
DATE 09/15/2023
EXPIRATION DATE 11/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/15/2023	Hours	For fine grading, formwork, placement and finishing, breakdown and cleanup of eight dugout pads in Veterans Park. Price estimate includes cost of concrete, (thickened in bench areas) pump truck, welded wire mesh, forming materials, and all labor. All fencing and benches to be removed by others. Any excavation or gravel needed for proper subgrade prep to be supplied by public works.	8	2,450.00	19,600.00

Veterans Park / New dugout floor estimate

TOTAL

\$19,600.00

Accepted By

Accepted Date

Dug out Price list

Metal for Frame

2-1/2 x 2-1/2 x 1/8 thick wall- \$3,100

Core drill rental and bit- \$1200

\$25 a Man HR for welding and setup

320 HR- \$8,000

Hauling metal, and dirt off, digging out for concrete

4 guys 320 Man HR - \$8,500

Equipment use-\$3,000

Dump truck-\$1,000

Hauling in road bond

2 guys 80 Man HR- \$2,000

Road Bond- 3 truckloads - \$ 450

Roofing Material

Plywood 3/4-35 pieces

Metal roofing

Under Lament

Roofing Screws

Metal Screws

Total-\$3,943

Labor for Roofing

4 guys-\$12,000

Total Job-\$43,193

In House cost-\$10,000

[HOME](#)[SERVICES ▾](#)[SHOP ▾](#)[WORK](#)[ABOUT ▾](#)[GET QUOTE](#)

SHOPPING CART

Thanks for shopping with Gorilla Netting!



Product	Price	Quantity	Subtotal
 #21 1-7/8" Knotted Nylon Netting, Cut-To-Order - Black Estimated delivery Oct 11th - Oct 17th	\$576.00	- 6 +	\$3,456.00 ×
Length [5 Increments] (ft): 40 Width [5 Increments] (ft): 20 Total Area (sq. ft.): 800			

Shipping Information

United States (US) ▾

State ▾

Town / City

ZIP Code

[UPDATE TOTALS \(SHIPPING\)](#)

You may be interested in...



Cart Total: 6 items

Subtotal \$3,456.00

Shipping

Tax
(estimated
for the
United
States (US)) \$0.00

Total \$3,456.00

[UPDATE CART](#)[PROCEED TO CHECKOUT](#)



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** October 9, 2023

AGENDA SECTION: OLD BUSINESS

DEPARTMENT: Planning

TITLE OF ITEM: *Ordinance #O-23-11* for amendments to Active Mobility Commission

SUGGESTED MOTION(S):

I move we approve *Ordinance #O-23-11* as presented amending the duties of the Active Mobility Commission.

SUMMARY:

The Active Mobility Commission is looking 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.

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-23-11

ORDINANCE #O-23-11

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

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

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

DIVISION 8. – ACTIVE MOBILITY COMMISSION

Sec. 2-231. – Creation and establishment.

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

Sec. 2-232. – Purpose.

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

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

- (A) The Commission shall consist of seven members appointed by the Town Council. All members shall reside within the limits of the East Buncombe Fire District. When making recommendations ~~to the Town Council~~ for Commission members, the **Town Council** ~~mayor~~ will seek candidates who have the following backgrounds or experiences:
 - (1) Active transportation commuting.
 - (2) Recreational cycling, walking, and/or running.
 - (3) Transportation planning and policy.
 - (4) Transportation issues affecting children, minority, low-income, disabled, or limited-English proficiency residents.
- (B) Members of the Commission shall serve terms of three years. Terms shall be staggered. Appointments shall be limited to two consecutive three-year terms, and any member who has served two consecutive three-year terms may not be reappointed until he has been off the Commission for at least one full year. If a member of the Commission has served more than two-thirds of a full term after

being appointed to complete the term of a previous board member, his or her service during the completion of that term shall be considered a full term for purposes of determining his eligibility to serve successive subsequent terms. The Town Council may dismiss any member who misses three consecutive meetings or one-half of the meetings held in a single six-month period without good cause (such as temporary severe illness of a member or a member of such member's family or overriding but temporary business concern). Such dismissal may be considered upon a ~~or~~ complaint by the Commission chairperson, a member of the Commission, or on the Town Council's own motion. A member must attend 50 percent of a meeting in order to be considered in attendance for the purposes of this policy. A member of the Commission appointed by the ~~mayor or~~ Town Council may be automatically removed from said body for failure to attend at least one half of all regular and special meetings of the body held during the immediately preceding calendar year.

(C) Members of the Commission shall serve without compensation.

Sec. 2-234. Officers; meetings.

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

Sec. 2-235. Staff support; liaison members.

Staff support to the Active Mobility Commission shall be provided by the planning director or his or her designee, as appropriate. One representative from the Town Council may be designated to represent the Active Mobility Commission for all town council meetings, either regularly or when the commission is considering particular projects for which Town Council deems a liaison to be necessary or helpful.

Sec. 2-236. – Functions.

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

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

town goals to improve and promote active transportation opportunities. These items reflect the usual tools and mechanisms used to advance Town goals and objectives:

- a. Plans
- b. Proposed projects
- c. Policies
- d. Proposed programs
- e. Grant applications

- (b) **Shall provide comment to town staff when planning a project containing components of active modes of transportation. Such input should be provided in the early planning stages before the project is turned over to engineers for design. It shall take no longer than two meetings to provide input to staff.**
- (c) From time to time, the Town Council may request specific input from the Commission regarding the best interest for advancing active transportation.
- (d) In addition to requested reports, the Commission may also submit an annual report to the Town Council once per year making recommendations for the advancement of active transportation opportunities.
- (e) The Commission may offer other reports as needed for the advancement of active mobility in our community.
- (f) The Commission may coordinate with town staff and council to recommend priorities for active mobility within the town in the Commission's annual report to Town Council.
- (g) **The commission may bring an issue regarding bike and pedestrian needs to council by asking to be put on the agenda for a meeting. A commissioner will present a short description of the issue the commission would like to research/address and brief statement for the need to do so. The council will decide whether or not this is an issue they would like for the commission to pursue.**
- (h) Other duties may include:
 - (1) Identify outside funding sources to support Active Mobility and inform Town staff of such sources.
 - (2) Maintain liaisons with groups of similar interest and intent within the region in an effort to explore opportunities for connections that expand the greenways network.
 - (3) Provide outreach and education activities to promote the benefits of greenways to the local population with specific activities approved by Town Council or Staff.
 - (4) Assist staff with maintenance and revision of the greenways master plan as needed, in coordination with the Town Council.

READ, APPROVED, AND ADOPTED by a vote of _____ to _____ this the 14th day of August 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** October 9, 2023
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Town Council Vacancy

SUMMARY: Black Mountain Town Councilmember Bill Christy resigned on Sept. 13, 2023, citing health concerns. The Town Council will consider applications submitted to fill the vacancy on Town Council.

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: Applications.



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE OCTOBER 9th AND/OR NOVEMBER 13th REGULAR
SESSION MEETING

Date: 9/19/2023

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): Scott Joseph
Title: Mr. Home Address: 708 N Oconeeche Av BM 28711
Mailing Address: 708 N Oconeeche Av Black Mountain
City: Black Mountain State: NC Zip: 28711 Phone: 919-740-7655
Email Address: J.Scott@Hotmail.com

Do you reside within the town limits of Black Mountain? Yes ☒ No ☐

Are you presently serving on a Board/Commission/Committee for Black Mountain? _____

Are you at least 21 years of age? Yes ☒ No ☐

Are you a registered voter? Yes ☒ No ☐

Do you have any prior experience with a Local Government or a public agency? Yes ☒ No ☐

If yes, please explain Currently serve on BM Parks & Rec

Please attached a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes ☐ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: [Signature] Date: 9/19/2023

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Manager 160 Midland Ave., Black Mountain NC, 28711. Discussion and/or appointment is anticipated at the October 9th or November 13th 2023 Regular Scheduled Meeting.

9/19/2023

Dear council members,

I am writing to thank you for this opportunity to serve our community as a town council member.

I believe I would be a helpful council member to the community.

I have been serving on the parks and recreation board and also have been helpful in listening to our community and implementing positive input.

I have an understanding of budget, finance and compromise to achieve community goals.

I have a passion for music, gardening, and helping the community of Black Mountain.

I am certain that I would be a productive member of our town council.

Appreciate the opportunity for consideration to fill the remaining term of council member Bill Christy.

Thank you ,

Sincerely

Joe Scotto



708 N Oconeeche av

Black mountain NC 28711

j.scotto@hotmail.com

919-740-7655



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE OCTOBER 9th AND/OR NOVEMBER 13th REGULAR
SESSION MEETING

Date: 9-19-2023

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): Richard R. Earley

Title: _____ Home Address: 107 Oakland Dr.

Mailing Address: _____

City: Black Mountain State: NC Zip: 28711 Phone: 336.210.7510

Email Address: rickrearley@gmail.com

Do you reside within the town limits of Black Mountain? Yes ☒ No _____

Are you presently serving on a Board/Commission/Committee for Black Mountain? Yes, Planning Board

Are you at least 21 years of age? Yes ☒ No _____

Are you a registered voter? Yes ☒ No _____

Do you have any prior experience with a Local Government or a public agency? Yes ☒ No _____

If yes, please explain serving on TOBM Planning Board
since July 2020

Please attached a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset. see attached

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you

in any jurisdiction? Yes _____ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: Richard R Earley Date: 9/19/2023

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Manager 160 Midland Ave., Black Mountain NC, 28711. Discussion and/or appointment is anticipated at the October 9TH or November 13TH 2023 Regular Scheduled Meeting.

9-19-2023

To: Town of Black Mountain Town Council

C/O Town Manager 160 Midland Ave, Black Mountain, NC 28711

Ref: NOTICE OF INTEREST FOR TOWN COUNCIL

From: Rick Earley

Please find below the requested letter describing my interest in serving on Town Council, and why I think I would be an asset.

Having been born and raised in Black Mountain, I have a sincere interest in serving on the Town Council because I want to contribute to the leadership that ensures my hometown flourishes over the next 50 years. It is no small task to provide our residents with the services they need while both our fixed-income population and our cost of living continue to rise. We must deliver essential opportunities for growth and recreation for our youth, continue to attract visitors and merchants to our town, and support our existing merchants with ideas and decisions that enhance their businesses and our town residents' quality of life.

When I filed to run for Town Council in July 2022, I had decided to run because I felt I *should* serve. After a couple months of meeting and talking to residents, merchants, friends, leaders the idea that I *should* serve had faded and had become an I *want* to serve.

My past three years of serving on the Town Planning Board have provided insight into the necessity of stewarding sustainable, attractive, and environmentally responsible growth all the while maintaining our small-town charm.

By attending all but two of the Town Council meetings since July of 2022, all but one of the budget workshops in 2023, and the Town Council retreat at the Manor House I have gained a solid understanding of the major issues facing the town and the varied approaches to address these.

During my campaign for Town Council in 2022 I met with hundreds of residents and will bring their input, ideas, and concerns into future Town Council decisions.

Perhaps the greatest asset I can bring to the Town Council is the confidence and voices of the 1,515 residents of Black Mountain that voted for me in the November 2022 election. My third-place finish was 46 votes behind the 2nd place candidate that was elected. A common topic at many of the Town Council meetings I have attended is "What do the residents want?" The voting residents gave a clear indication of whom they want the Town Council to appoint to fill this vacancy. I welcome the opportunity to work alongside each of you and I respectfully ask you to carry out the voters' desire and appoint me to fill the Town Council vacancy.

Thank you.

Rick Earley

336.210.7510 Cell



- o 1972 graduate of Owen High School
- o BS Chemistry '76 NC State, MS Food Science NC State '79
- o Married Gwen, college sweetheart, in 1977; two grown children
- o Moved **HOME** to Black Mountain in 2017 from Greensboro, NC
- o Retired 2019 as North America Director of Sales, Admix, Inc. after 36 years supplying FDA compliant, ultra-hygienic processing equipment and systems to the Food, Dairy, Beverage, Pharmaceutical, and Personal Care manufacturing industries.



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE OCTOBER 9th AND/OR NOVEMBER 13th REGULAR
SESSION MEETING

Date: 9-18-2023

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): FITZGERALD, CHAS, E

Title: Mr. Home Address: 46 Cheshire Dr.

Mailing Address: same

City: Black Mtn. State: NC Zip: 28711 Phone: 214.244.1935

Email Address: _____

Do you reside within the town limits of Black Mountain? Yes ☒ No _____

Are you presently serving on a Board/Commission/Committee for Black Mountain? yes - Plnng Board

Are you at least 21 years of age? Yes ☒ No _____

Are you a registered voter? Yes ☒ No _____

Do you have any prior experience with a Local Government or a public agency? Yes ☒ No see above

If yes, please explain 2nd term plnng board, + 25 yr career addressing dozens of different
city's planning & zoning boards and city councils

Please attached a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes _____ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: [Signature] Date: 9-18-2023

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Manager 160 Midland Ave., Black Mountain NC, 28711. **Discussion and/or appointment is anticipated at the October 9th or November 13th 2023 Regular Scheduled Meeting.**

October 19, 2023

Josh Harrold
Town Manager
Black Mountain City Council
Midland Ave.
Black Mountain, NC 28711

Dear Mr. Harrold and the Honorable Council,

I submit my name for consideration to fill the seat vacated by Bill Christy.

I am currently serving on the ToBM Planning and Zoning Board. I am serving my second term with enthusiasm. I have been able to assist with the Unified Development Ordinance from its infancy to its recent debut as a working draft document of over 300 pages. I have challenged new zoning requests for UR-8 on steeply sloped properties and championed instead lower density designations and these recommendations have been accepted by both applicants and forwarded to Council. I am not against density, but I believe it belongs within our established urban areas where walkability can be improved with a continued creed to exert all efforts to preserve the Nature that we enjoy and creates the appeal of our valley.

In other hearings, I have advocated that the Town hold onto its dedicatory ownership to unimproved rights of way. These green corridors may serve useful as pedestrian pathways to improve connectivity in our older neighborhoods, trails to Lake Tomahawk and even opportunities for emergency services and new streets as infill sites get redeveloped. There is no compulsion to give away land in my view, especially considering the opportunity value of what they can become.

When a pristine undeveloped property comes to us for new development, it is my hope that a mindful applicant will utilize our Conservation Development zoning in our UDO and aggregate the lots and retain a portion unspoiled. Our existing urban areas and neighborhoods can become even better with thoughtful infill and redevelopment coupled with Town efforts to enhance pedestrian linkages, greenways, sidewalks and preserved open spaces. Our downtown historic business district is our golden egg and the quality of infill here is of critical importance. We must be vigilant to encourage independent businesses and discourage chain businesses that could make Black Mountain like any other place.

A little background, I first came to Black Mountain over 22 years ago on vacation. Two years later, I purchased a lot and two years after that I started construction. I established community and connection from the moment I bought my lot. I still maintain the friendships I made over 20 years ago. I have been an auxiliary hike leader for the SVM Rim Hike series, and been an ardent supporter of both the Museum and the Center for the Arts. These are two amazing assets for a Town our size. I have promoted the Treasured Tree surveys and have served for over 16 years at the Chair of Cheshire Landscape and Infrastructure Committee. I have invested locally in

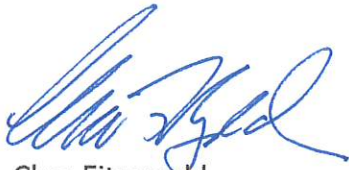
commercial and multi-family property and improved them and resold them so I have an understanding of what we ask of

To get here full time, I choose to retire early from my career as a residential property developer in Texas. I wasn't born here but I got here as soon as I could. Turns out my grandfather and great grandfather spent time in this area around 1901 so I have a reason that this place resonates with me.

My primary career as a land developer required a working knowledge of land use law, civil engineering, and land planning. Working for an Australian owned company, I was exposed to smart growth initiatives and environmental awareness as guideposts for responsible development. My education in architecture and landscape architecture give me a deep appreciation for our local flora and fauna. I served for years as a Board Member for Preservation Dallas and continue to value the repurposing and preservation of historic buildings, places and culture. All these professional skills equip me to apply them to serving the Town.

I remain a shameless promoter of Black Mountain and would approach the role of a Councilmember with the same dedication and resources to serve my fellow citizens and seek to enhance, protect and guide the Town as we are about to launch the UDO.

Respectfully Submitted,



Chas Fitzgerald
46 Cheshire Drive
Black Mountain
214-244-1935
chasjack@sbcglobal.net



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE OCTOBER 9th AND/OR NOVEMBER 13th REGULAR
SESSION MEETING

Date: 10/04/2023

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): STONE, RYAN (STONE, MATTHEW, R)

Title: _____ Home Address: 227 PINE ST BLACK MOUNTAIN, NC 28711

Mailing Address: 227 PINE ST

City: BLACK MOUNTAIN State: NC Zip: 28711 Phone: 828-273-5123

Email Address: mryanstone@gmail.com

Do you reside within the town limits of Black Mountain? Yes X No _____

Are you presently serving on a Board/Commission/Committee for Black Mountain? NO

Are you at least 21 years of age? Yes X No _____

Are you a registered voter? Yes X No _____

Do you have any prior experience with a Local Government or a public agency? Yes X No _____

If yes, please explain TOWN OF BLACK MOUNTAIN-TOWN COUNCIL (BOARD OF ALDERMEN);

TOWN OF BLACK MOUNTAIN PLANNING BOARD, LAND OF SKY REGIONAL COUNCIL, FRENCH BROAD MPO

Please attached a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you

In any jurisdiction? Yes _____ No X If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: _____ Date: 10/04/2023

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Manager 160 Midland Ave., Black Mountain NC, 28711. Discussion and/or appointment is anticipated at the October 9TH or November 13TH 2023 Regular Scheduled Meeting.

October 4, 2023

Mayor Sobol and Honorable Council Members

160 Midland Ave

Black Mountain, NC 28711

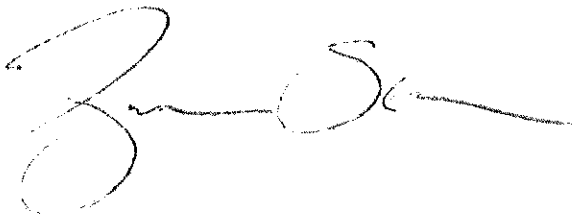
To the Honorable Mayor and Town Council Members,

Thank you for the consideration of my application, having served with a few of you in the past, and gone through this process myself, I know the amount of thought and consideration that each of you are faced with in making this appointment. I know none of you take it lightly and that you will select the best person for this position.

I was fortunate enough to serve on the Town Council for 9 years and when my term expired in December 2022, I looked forward to a return to life away from the public eye. I felt confident in the direction of the mayor and new council members and their stewardship of the town. When Council Member Christy was forced to resign, I felt a need to offer my experience, in the short term, to assist. While I may not be the freshest face to apply, I would bring experience, knowledge of the issues and parties, and context from the previous Boards perspectives that could be useful. I would listen to all issues and concerns from the public, staff, and fellow councilmembers with an open mind and in a respectful manner and strive to make the most informed decision that I can. I would treat town staff with respect for the professional guidance they provide. I would ask questions of recommendations when I felt I was lacking enough information or was unsure of how a recommendation was reached.

Lastly, I come to this process without an agenda other than to serve a community that has provided myself and my family so much throughout the years and as my grandfather told me and I tell my daughters "To leave things a little better than you found them."

Sincerely,

A handwritten signature in black ink, appearing to read "John Sobol". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.



TOWN OF BLACK MOUNTAIN
160 Midland Ave. Black Mountain, NC 28711

NOTICE OF INTEREST FOR TOWN COUNCIL
DISCUSSION AND/OR APPOINTMENT IS ANTICIPATED AT
THE OCTOBER 9th AND/OR NOVEMBER 13th REGULAR
SESSION MEETING

Date: 10/05/23

Personal Information (As you want it to appear on official documents)

Name (Last, First, MI): BARTLETT CARL R.
Title: Mr. Home Address: 277 North Fork Rd Bk Mt.
Mailing Address: PO Box 156
City: BLACK MTN State: N.C. Zip: 28711 Phone: 828-223-9518
Email Address: KCBARTLETT@GMAIL.COM

Do you reside within the town limits of Black Mountain? Yes ☒ No ☐

Are you presently serving on a Board/Commission/Committee for Black Mountain? NO

Are you at least 21 years of age? Yes ☒ No ☐

Are you a registered voter? Yes ☒ No ☐

Do you have any prior experience with a Local Government or a public agency? Yes ☒ No ☐

If yes, please explain FORMER BLK MT. BOARD ALDERMAN, CHAIR OF PARKS & REC. MAJOR, LAND OF SKY COUNCIL, OWEN ADVISORY COUNCIL

Please attached a letter to this form describing your interest in serving on Town Council, and why you think you would be an asset.

Affirmation of Eligibility

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? Yes ☐ No ☒ If yes, please explain disposition: _____

I understand this application is public record and I certify that the facts contained on this form are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the citizens of the Town of Black Mountain, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of the Town of Black Mountain.

Signature: Carl Bartlett Date: 10/05/23

This form should be mailed or delivered to: Town of Black Mountain Town Council C/O Town Manager 160 Midland Ave., Black Mountain NC, 28711. Discussion and/or appointment is anticipated at the October 9th or November 13th 2023 Regular Scheduled Meeting.

To Mayor

BLACK MOUNTAIN TOWN Council

My interest in standing on Council is following;
I believe we all want an excellent quality
of life. My belief is first build a quality place.
I think BLK MT. is a quality place to live and
it's an ongoing challenge to leadership.

I have experience to help meet those
challenges with 25 years in local government.

My background location is banking. I have
extensive knowledge of financing Asset mgmt,
and local government, having co-chaired League
of municipalities legislative committee, working
closely with legislature on local government issues.
I have served as ~~and~~ Vice Chair State Democrat
Party.

I think with my background and experience
I can help, support town government until
next election. I would not seek re-election.
If elected I would be interested in serving
on a League of municipalities committee. We
can learn so inexpensively by listening from
other towns experiences.

Carl Burdett