TOWN OF BLACK MOUNTAIN
TOWN COUNCIL

APRIL 8, 2024 **REGULAR SESSION AGENDA** **Time: 6:00 p.m.**

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

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REVISED 4-4-2024

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 Council Members have a duty and obligation to vote.*

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

A. Proclamation- Earth Day - April 22nd, 2024

B. Resolution to Move Black Mountain Away from Single Use Plastics

C. Resolution Recognizing Climate Action Efforts within the Town of Black Mountain

3. CITIZEN COMMENTS

Individuals wishing to address the Council 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 Council. ***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. Police Department 2023 Annual Report- *Steve Parker, Police Chief*

B. Sustainability Practices Presentation- *Jessica Trotman, Planning Director*

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 Meeting Minutes – *Wesley Barker, Town Clerk*

- *March 7, 2024 Agenda Workshop Meeting*
- *March 11, 2024 Regular Meeting*
- *March 21, 2024 Special Called Meeting*

Motion: To approve the meeting minutes as presented.

B. Monthly Property Tax Collector Report - *Tammy Holland, Finance Director*

Motion: To approve the monthly tax collection report as presented.

C. Consideration of Budget Amendments - *Tammy Holland, Finance Director*

1) *Correction of Recycling Carts Budget Amendment (BA131)*
2) *Reallocation of Administration, HR and Finance Budget Adjustment*
3) *Reallocation of Parks & Recreation and Pool Budget Adjustment*
4) *Police Department Sponsorship and Golf Tournament*
5) *Valetine 5K Donation Expense*

Motion: To approve the budget amendments as presented.

D. Call for Public Hearing for Text Amendment to Chapter 20, Article V, Nuisances – *Jessica Trotman, Planning Director*

Motion: To call for a public hearing for text amendments to Chapter 20, Article V, Nuisances of the Code of Ordinances to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue.

E. Call for Public Hearing for Text Amendment to Chapter 43, Article VI to add a Downtown Social District – *Jessica Trotman, Planning Director*

Motion: To call for a public hearing for text amendments to Chapter 43, Article VI, to add a Downtown Social District to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue.

F. Resolution to Apply through the Great Trails State Program Grant for Professional Engineering Funding for the Ridgecrest Connector Trail – *Jessica Trotman, Planning Director*

Motion: To approve the resolution to apply through the Great Trails State Program Grant for professional engineering funding for the Ridgecrest Connector Trail.

G. Consideration of Resolution to Apply for the Water Infrastructure Grant through the NC Department of Environmental Quality (DEQ) Water Infrastructure Grant for Lead Line Inventory and Replacement – *Jessica Trotman, Planning Director*

Motion: To approve the resolution to apply through the NC Department of Environmental Quality Water Infrastructure Grant for Lead Line Inventory and Replacement.

H. Call for Public Hearing for Conditional Zoning for Montreat College- #O-23-22- *Jessica Trotman, Planning Director*

Motion: To call for the public hearing to amend text for conditional zoning request for Montreat College to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

I. Call for Public Hearing for Map Amendment for Montreat College- *Jessica Trotman, Planning Director*

Motion: To call for a public hearing to amend the zoning map for Montreat College to be held on Monday, May 13, 2024 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

Motion for all Consent items: To approve all consent agenda items as presented *(or as amended)***.**

6. PUBLIC HEARING

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

A. Voluntary Annexation of Property Owned by Givens Highland Farms– *Jessica Trotman, Planning Director*

Motion: I move to approve the voluntary annexation of property known as 99999 Frances Avenue into the Town of Black Mountain town limits.

B. Public Hearing to Rezone 99999 Frances Avenue from R-1 to OI-6– *Jessica Trotman, Planning Director*

Motion: I move to approve the ordinance rezoning property known as 99999 Frances Avenue from R-1 to OI-6 (office and institutional district).

7. CITIZEN COMMENTS

The chair will recognize individuals requesting to address the Council regarding the specific New Business or Unfinished Business items below. Comments by any one ***speaker shall be limited to three (3) minutes****. If the topic you wish to discuss pertains to a* ***public hearing*** *scheduled for this meeting, please reserve your comment for the applicable public hearing.*

8. UNFINISHED BUSINESS

A. Carver Center Flooring Replacement– *Josh Henderson, Recreation & Parks Director*

Suggested Council Action: Town Council to discuss and provide staff with direction for next steps.

B. Public Safety Interoperability Program (PSIP) Agreement– *Josh Harrold, Town Manager*

Motion: I move to approve the PSIP Agreement between the Town of Black Mountain and Buncombe County as revised.

9. NEW BUSINESS

A. Consideration of Charles D. Owen Babe Ruth MOU – *Josh Henderson, Recreation & Parks Director*

Motion: To approve the Charles D. Owen Babe Ruth MOU to add temporary batting cages and a storage building at Veteran's Park.

B. Consideration of 2024 Black Mountain Golf Course Rates effective May 1, 2024 - *Josh Harrold, Town Manager*

Motion: To approve the proposed 2024 rates for the Black Mountain Golf Course as presented with an effective date of May 1, 2024.

C. Consideration of Adoption of Electronic Records Policy – *Wesley Barker, Town Clerk*

Motion: To approve an Electronics Records Policy for the Town of Black Mountain as presented.

10. COMMUNICATION

A. Town Attorney – Craig Justus

B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION

A. ***§ 143-318.11 (a)(3)*** *To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.*

B. ***§ 143-318.11 (a)(5)-*** *To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.*

Motion: To enter into closed session as allowed under NC General Statute § 143-318.11(a)(3) and § 143-318.11(a)(5).

13. ADJOURNMENT

Proclamation

Earth Day 2024

WHEREAS, Earth Day was first celebrated in 1970 and is celebrated annually when individuals from all backgrounds and walks of life unite in a global effort to advance sustainability and climate action; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment with economic growth and opportunity; and

WHEREAS, EARTHDAY.ORG has selected "Planet vs. Plastics" as this year's Earth Day theme, which is a collective commitment to tackle the plastics crisis, aiming for a bold 60% reduction in plastic production by 2040 and aspiring to forge a plastic-free future; and

WHEREAS, the Town of Black Mountain practices energy conservation measures at Town facilities that include, but aren't limited to, motion-sensor activated light switches, LED converted light fixtures, thermostats set at 68° in the winter and 72° in the summer, LED lighting installed at Grey Eagle; and

WHEREAS, the Town of Black Mountain practices the use of waste reduction and recycling initiatives that includes recycling containers placed in parks, facilities and offices; providing recycling pickup services to Town residents, composting at the community garden; and

WHEREAS, the Town of Black Mountain practices water conservation and sustainability strategies that includes, but aren't limited to, river clean-ups, streambank restoration/live staking, stormwater management areas, rainwater catch basins and organic growing practices at the Community Garden, pollinator garden bed installations, removal of invasive species in parks, and use of biodegradable and eco-friendly cleaning chemicals at facilities.

NOW, THEREFORE, I, C. Michael Sobol, Mayor of the Town of Black Mountain hereby proclaim April 22, 2024, as "**EARTH DAY"** in Black Mountain and encourage all citizens, businesses and institutions to celebrate the Earth and commit to caring for the planet and its resources by practicing similar conservation and sustainability measures.

PROCLAIMED, this the 8th day of April 2024.

_____
C. Michael Sobol, Mayor

Attest:

_____
Wesley M. Barker, Town Clerk

A motion was made by Council Member _____ to approve the following resolution. A vote of _____ in favor.

A Resolution to Move Black Mountain Away From Single Use Plastics

Resolution #: R-24-16

WHEREAS, plastic pollution starts with fossil fuel extraction and harms individuals, communities, and ecosystems all along the supply chain; and

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

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

WHEREAS, recycling alone is insufficient to meet these threats as plastic production accounts for 20% of global fossil fuel consumption, and the majority of plastics created cannot be recycled in standard curbside recycling programs; and

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

WHEREAS, single-use plastic bags degrade the environment, pollute our rivers and streams, block storm drains, become entangled in treetops, and foul public areas; and

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

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

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

WHEREAS, Article XIV, Sec. 5 of the North Carolina Constitution guarantees the people of the State the right to enjoy a clean and healthy environment by stating "It shall be the policy of this State to conserve and protect its lands and waters for the benefit of all its citizenry, and to this end it shall be a proper function of the State of North Carolina and its political subdivisions to acquire and preserve park, recreational, and scenic areas, to control and limit the pollution of our air and water, to control excessive noise, and in every other appropriate way to preserve as a part of the common heritage of this State its forests, wetlands, estuaries, beaches, historical sites, openlands, and places of beauty."

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NOW, THEREFORE, BE IT RESOLVED by the Black Mountain Town Council that the Town Council is dedicated to reducing its carbon footprint, extending the life of the County landfill, and improving the quality of its waters.

BE IT FURTHER RESOLVED, coinciding with Earth Day 2024, the Town Council urges all government entities, private businesses, and residents to forgo or limit their use of plastic bags, other single-use plastics, and Styrofoam wherever and whenever possible.

BE IT FURTHER RESOLVED, The Town Council hereby encourages all town departments to begin phasing-out the use of plastic bags, single use plastics, and Styrofoam by incrementally substituting such products with viable alternatives where possible, or recycling plastics when feasible alternatives are unavailable.

Approved by the Town Council of the Town of Black Mountain by a vote of ___ to ___ on this 8th day of April 2024.

_____

C. Michael Sobol, Mayor

ATTEST:

_____

Wesley M. Barker, Town Clerk

**This Resolution coincides with Resolution # R-23-16 adopted by the Town Council on September 11, 2023.*

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A motion was made by Council Member _____ to approve the following resolution. A vote of _____ in favor.

RESOLUTION RECOGNIZING CLIMATE ACTION EFFORTS WITHIN THE TOWN OF BLACK MOUNTAIN

Resolution #R-24-17

WHEREAS, the Town of Black Mountain has a history of climate consciousness and dedication to efforts for sustainability; and

WHEREAS, the "Elevate Black Mountain" Comprehensive Plan, which was adopted by Town Council in June 2021, featured a section entitled "Green and Resilient" which provides sustainable development approaches that includes five (5) goals that will enhance quality of life, reduce long term energy costs, increase energy efficiency, and lower greenhouse gas emissions and pollution within the Town; and

WHEREAS, there has been ongoing sustainability practices and new initiatives put into place by Town departments following the adoption of the Comprehensive Plan which includes, but not limited to, the following: 1) Energy Conservation Measures, 2) Waste Reduction and Recycling Initiatives, 3) Water Conservation Strategies, 4) Stormwater/Water Quality Management Practices, and 5) Use of Environmentally Friendly Products; and

WHEREAS, examples of energy conservation measures include solar panels installed on the Carver Center, motion-sensor activated lights in town offices, and LED converted light fixtures are present in town buildings and facilities; and

WHEREAS, examples of waste reduction and recycling initiatives includes providing recycling pickup services to Town residents that includes new recycling carts, recycling containers being placed in all town parks, facilities and offices, and hiring a full-time Waste Reduction Specialist to assist in waste reduction engagement and education; and

WHEREAS, an example of water conservation strategies includes planned irrigation around rainfall events at the Black Mountain Golf Course to reduce amount of water and power needed to irrigate, rainwater catch basins at the Community Garden; and

WHEREAS, examples of stormwater/water quality management practices includes hiring a full-time Stormwater Specialist, an updated Stormwater Master Plan, completion of the stormwater utility, installation of new and improving current stormwater infrastructure such as rain gardens and bioswales, integrations of stormwater/stormwater related development regulations into the Unified Development Ordinance (UDO), water quality projects on the Swannanoa River, creation of buffer/no-mow zones to slow stormwater runoff; and

WHEREAS, examples of usage of environmentally friendly products includes usage of battery powered weed eaters and battery powered blowers at the Black Mountain Golf Course, the use of biodegradable and eco-friendly cleaning chemicals at town facilities, and organic growing

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practices at the Community Garden; and

WHEREAS, The Town Council has expressed its support calling for a reduction of plastic use by its citizens and businesses to mitigate plastic-use.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the ongoing climate action efforts as stated above are recognized and the Town is dedicated to continuing efforts for sustainability and will continue to work toward achieving the goals set forth in the "Elevate Black Mountain" Comprehensive Plan.

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of ___ to ____ on this 8th day of April 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

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TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Steve Parker, *Police Chief* **MEETING DATE** April 8, 2024

AGENDA SECTION: PRESENTATION - **ITEM: 4A** **DEPARTMENT:** Police

TITLE OF ITEM: Annual Report Presentation

SUGGESTED MOTION(S):
None.

SUMMARY:

A presentation of the 2023 Black Mountain Police Department annual report.

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: n/a - Presentation will be given.

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: PRESENTATION **ITEM: 4B** **DEPARTMENT:** Planning

TITLE OF ITEM: Presentation of Sustainability Practices

SUGGESTED MOTION(S):
None.

SUMMARY:

A presentation of sustainability practices across Town of Black Mountain departments.

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: n/a- Presentation will be given.

BLACK MOUNTAIN TOWN COUNCIL MINUTES

March 7, 2024 | Agenda Workshop Meeting | Time: 5:00 P.M.

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

The Black Mountain Town Council held their agenda workshop meeting on Thursday, March 7, 2024, at 5:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

Mayor C. Michael Sobol called the meeting to order at 5:00 p.m. with the following members in attendance: Mayor C. Michael Sobol, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, and Council Member Ryan Stone. Absent: Vice Mayor Archie Pertiller.

The following staff members were present: Josh Harrold, Town Manager; Wesley Barker, Town Clerk; Angela Reece, Project & Facilities Manager; Josh Henderson, Recreation & Parks Director; John Coffey, Fire Chief; Jamey Matthews, Public Works Director; Chris Kuhn, Assistant Police Chief.

Town Manager Josh Harrold presented the proposed agenda for the March 11, 2024 Council meeting with the suggestion to add proclamations for Women's History Month and Transgender Visibility Day as suggested by Council Member Alice Berry. Mayor Sobol asked that the sales tax numbers be added to the tax collector report.

Further, the Town Manager stated the item entitled "Resolution(s) to accept grant funding from the NC Department of Environmental Quality and to approve an agreement for professional design-build services for the Black Mountain Swannanoa River Floodbench & Constructed Wetlands Project-SRP-SW-ARP-0026" might need to be tabled until an upcoming meeting to allow for more time.

Mayor Sobol stated he had spoken to a few citizens concerning their water bills and asked if the Council would consider adding a discussion of water bills item to the meeting agenda. After some Council discussion, a consensus among Council members would be to discuss water billing if it is a policy change, or new software request, but would like more information on this item first and to let the Town Manager contact the citizens who spoke to Mayor Sobol about their water billing issues to see if a resolution can be reached.

A short discussion ensued about the Cragmont Park Design-Build delivery.

With no further discussion, Council Member Alice Berry made a motion to adopt the agenda as presented with the requested additions of the proclamations. The motion was approved by a vote of 4-0. Vice Mayor Archie Pertiller absent. There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:18 p.m.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

BLACK MOUNTAIN TOWN COUNCIL MINUTES

March 11, 2024 | Regular Meeting | Time: 6:00 P.M.

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

The Black Mountain Town Council held their regular meeting on Monday, March 11, 2024, at 6:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

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, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, and Council Member Ryan Stone. Absent: Vice Mayor Archie Pertiller.

The following staff members were present: Josh Harrold, Town Manager; Wesley Barker, Town Clerk; Jessica Trotman, Assistant Town Manager/Planning Director; Angela Reece, Project & Facilities Manager; Josh Henderson, Recreation & Parks Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director. Town Attorney Craig Justus was also present.

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

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2. PROCLAMATIONS, AWARDS, RECOGNITIONS

Mayor C. Michael Sobol read the following Proclamations: Women's History Month (March 2024) and International Transgender Day of Visibility (March 31st).

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3. CITIZEN COMMENTS

Libba Fairleigh, 103 E. Cotton Ave., and Katherine Achtemeier, 402 W. Connally St., duly spoke on pickleball courts and fundraising efforts for additional courts. They stated sixty-two (62) people have pledged $25,375 for the additional pickle ball courts thus far.

Judy Repman, 104 S. Park Ln., with the Friends of the Black Mountain Library, spoke in favor of the free little library proposed at Town Square.

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4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

A. Presentation of Lead and Copper Water Line Replacement Rule- Jessica Trotman, Assistant Town Manager/Planning Director, gave a presentation to the Council on the EPA's lead and copper water line replacement rules and regulations. This rule is a two-part rule which is the lead and copper rule (LCR) that is service line inventory focused, and the lead and copper rule improvements (LCRI) which includes service line replacements. The service line inventory is required under this EPA rule which requires significant field work and community cooperation. Jessica reiterated there is no evidence of lead in the Town's water supply, and this is the Town complying with the EPA rules and regulations. An inventory will be conducted of service line material from the water distribution (main) to the meter, and from the meter to the home or business with each having a unique ID number. This project is unique in the fact it involves private property water lines along with town service lines. The inventory must be submitted to NCDEQ by October 16, 2024. Jessica then highlighted additional administrative notification action items required by this rule and detailed steps the Town has taken thus far in the inventory process. For the second part of this rule, Lead and Copper Rule Improvements (LCRI), the goals are to achieve 100% service line replacement within ten (10) years, to maintain the inventory, improve tap sampling, lowering lead action level and strengthening protection against to reduce exposure. Funding for LCRI is available for service line replacement, but what will be required to replace, and how fast, may be revised upon the finalization of the LCRI. The Town will begin replacing lines once the LCRI is finalized, and the Town will be putting together an application for the June funding cycle for low-interest and forgivable loans. Jessica announced that extensive community outreach would be part of this project as it progresses and announced a public meeting to be held on April 3, 2024 at 5:30 p.m. at Black Mountain Town Hall hosted by NCDEQ and the Town to learn more about this project and how it will affect residents. All Town water customers have been mailed a postcard inviting them to this public meeting.

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5. CONSENT AGENDA

Town Manager Josh Harrold stated there were a few changes to this month's consent agenda which included the following: Consent item 5(c)(1) Tabling the consideration of budget amendment for Carver Flooring to receive more bids for the work, and consent item 5(c)(3) tabling the acceptance of Land of Sky Regional Council grant for public wi-fi until the Town Manager can gather more information.

Council Member Ryan Stone made a motion to pull consent item 5(c)(1). A vote of 3-1 in favor. Council Member Pam King opposing. Vice Mayor Archie Pertiller absent. Council Member Alice Berry made a motion to pull consent item 5(c)(3). A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

A. Adoption of Meeting Minutes: January 20, 2024 Council Retreat, February 8, 2024 Agenda Workshop Meeting, February 12, 2024 Regular Meeting.

Council Member Alice Berry made a motion to approve all minutes as presented. A vote of

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4-0 in favor. Vice Mayor Archie Pertiller absent.

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B. Monthly Property Tax Collector Report.

Council Member Alice Berry made a motion to approve all minutes as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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C. Consideration of Budget Amendments.

1. *Carver Flooring-* ***tabled.***
2. Waste Reduction and Recycling Carts
3. *Acceptance of Land of Sky Regional Council Grant for Public Wi-Fi-* ***tabled.***

Adjustment Number	Summary	Account Number	Account Name	Description	Sum of Amount
BA0000131	Recognize Budget for State Community Waste Reduction and Recycling Grant	100-7000-48590	Transfers In	Waste Reduction and Recycling Grant Town Match	-$126,680.00
		100-7000-59510	Transfer Out	Waste Reduction and Recycling Grant Town Match	$126,680.00
		260-8804-43200	Grant Revenue - State	NC-Community Waste Reduction and Recycling Grant	-$116,000.00
		260-8804-48590	Transfers In	Town Match and Remaining Funds for Project	-$126,680.00
		260-8804-52420	Speciality Operating Supplies	Recycling Totes	$242,680.00

Council Member Alice Berry made a motion to approve the budget amendment for waste reduction and recycling carts. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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D. Amendment to the 2024 Town Council Meeting Calendar to Accommodate FY 24-25 Budget Work Sessions.

The following dates would be added to the annual Town Council meeting calendar to accommodate the FY 24-25 budget work sessions:

- Budget work session #1 - Thursday March 21, 2024 at 8:30am
- Budget work session #2 - Thursday March 28, 2024 at 8:30am
- Budget work session #3 - Thursday April 11, 2024 at 8:30am
- Budget work session #4 - Thursday April 18, 2024 at 8:30am
- Budget work session #5 - Thursday April 25, 2024 at 8:30am

Council Member Alice Berry made a motion to approve the amendment to the Town Council meeting calendar to add FY 24-25 budget work sessions. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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E. Approval of 2024 Audit Contract from Gould Killian CPA Group, P.A.

This item would approve the 2024 Town audit contract with Gould Killian CPA Group, P.A. for the fiscal year ending June 30, 2024. The audit contract fee is $54,400 which includes $49,900 for the standard audit contract and $4,500 for the single audit for one account. This

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contract, once approved and signed, will be sent to the Local Government Commission (LGC) for approval.

Council Member Alice Berry made a motion to approve the audit contract as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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F. Call for Public Hearing for Voluntary Annexation of Property Owned by Givens Highland Farms.

There is a 5.36 acre parcel off of Frances Avenue (identified as Buncombe County PIN #0609-56-5118.00000) that has been purchased by Givens Highland Farms. Givens Highland Farms is seeking voluntary annexation of this parcel to be able to combine the parcel with their existing 75+ acre campus, of which all is inside Town limits. The Planning Board heard this request at their February 26, 2024, meeting and found no reasons the property should not be annexed into the Town limits.

Council Member Alice Berry made a motion to call for a public hearing for voluntary annexation for a parcel known as Buncombe County PIN #0609-56-5118.00000 to be held on Monday, April 8, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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G. Call for Public Hearing to Rezone 99999 Francis Avenue from R-1 to OI-6.

There is a 5.36 acre parcel off of Frances Avenue (identified as Buncombe County PIN #0609-56-5118.00000) that has been purchased by Givens Highland Farms. The parcel is currently zoned R-1 by Buncombe County. Givens Highland Farms is also seeking voluntary annexation and if approved, would like to have the property rezoned to OI-6, which is the zoning designation for the existing 75+ acre campus. The Planning Board heard the request at their February 26th meeting and recommends the property be rezoned to OI-6 upon annexation into the Town limits. The motion passed with a vote of 5-0.

Council Member Alice Berry made a motion to call for a public hearing to rezone 99999 Francis Avenue (PIN #0609-56-5118.00000) from R-1 (Buncombe County zoning) to OI-6 (office and institutional) to be held on Monday, April 8, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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H. Resolution to apply for the Section 319 NPS Pollution Control Grant for Stream Restoration on Black Mountain Golf Course.

Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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RESOLUTION TO PURSUE A SECTION 319 NPS POLLUTION CONTROL GRANT THROUGH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Resolution #R-24-07

WHEREAS, through Section 319(h) of the Clean Water Act, the U.S. Environmental Protection Agency provides states with funding to reduce nonpoint source pollution; and

WHEREAS, the state of North Carolina typically receives around $1 million for funding of watershed restoration projects; and

WHEREAS, the funds may be used to conduct watershed restoration projects such as stormwater and agricultural best management practices and restoration of impaired streams; and

WHEREAS, the Town of Black Mountain will apply for a Section 319 NPS Pollution Control Grant to conduct approximately three hundred and fifty linear feet of stream restoration on the Black Mountain Golf Course.

NOW THEREFORE, BE IT RESOLVED that the Black Mountain Town Council bless Town staff to apply for funding through the NCDEQ Section 319 NPS Pollution Control grant for stream restoration on the Black Mountain Golf Course.

READ, APPROVED AND ADOPTED, by a vote of _4_ to _0_ on this 11th day of March 2024.

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I. Resolution to apply for the NCDOT IMD Multimodal Planning Grant for a Comprehensive Bicycle and Pedestrian Plan.

Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

RESOLUTION TO PURSUE A BICYCLE AND PEDESTRIAN PLAN GRANT THROUGH NCDOT IMD MULTIMODAL PLANNING GRANT PROGRAM

Resolution #R-24-08

WHEREAS, the NCDOT has an annual matching grant program to encourage municipalities to develop comprehensive bicycle and pedestrian plans; and

WHEREAS, the NCDOT has awarded approximately $8 million since 2004 to 248 municipalities across the state; and

WHEREAS, the IMD Multimodal Planning Grant allows any North Carolina Municipality to apply for a comprehensive bicycle and pedestrian plan; and

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WHEREAS, the T own of Black Mountain will apply for a comprehensive bicycle and pedestrian plan to combine the existing pedestrian, bicycle, and transportation plans into one plan.

NOW THEREFORE, BE IT RESOLVED that the Black Mountain Town Council bless Town staff to apply for funding through the IMD Multimodal Planning Grant Program for a comprehensive bicycle and pedestrian plan.

READ, APPROVED AND ADOPTED, by a vote of _4_ to _0_ on this 11th day of March 2024.

****

J. Resolution to apply for the Passive Recreation Lands Grant for Construction of the Ridgecrest Connector Trail Multi-Use Path.

Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

RESOLUTION TO PURSUE A PASSIVE RECREATION LANDS GRANT THROUGH BUNCOMBE COUNTY OPEN SPACE BOND

Resolution #R-24-09

WHEREAS, in November 2022, Buncombe County voters approved an Open Space Bond; and

WHEREAS, the Open Space Bond is a funding project that will increase conservation of lands, construction of greenways, and development of passive recreation lands; and

WHEREAS, the goals of the Open Space Bond are to preserve the natural beauty of Buncombe County, increase the quality of live for its residents, and improve access to recreational activities in the area; and

WHEREAS, the Town of Black Mountain will apply for a Passive Recreation Lands grant through the Buncombe County Open Space Bond for the construction of the Ridgecrest Connector Trail multi-use path.

NOW THEREFORE, BE IT RESOLVED that the Black Mountain Town Council bless Town staff to apply for funding through the Buncombe County Open Space Bond for construction of the Ridgecrest Connector Trail multi-use path.

READ, APPROVED AND ADOPTED, by a vote of _4_ to _0_ on this 11th day of March 2024.

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K. Approval of a Resolution Authorizing the Use of the Design/Build Delivery Method for the Cragmont Park Renovation Project.

A motion was made by Council Member Alice Berry to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL AUTHORIZING THE USE OF DESIGN-BUILD DELIVERY METHOD FOR THE CRAGMONT PARK RENNOVATION PROJECT

Resolution #R-24-10

WHEREAS, The State of North Carolina passed Session Law 2013-401 authorizing local governmental entities in North Carolina to utilize the design- build method for construction contracting pursuant N.C. Gen. Stat. § 143- 128.1A; and

WHEREAS, on January 8, 2024, the Town Council of the Town of Black Mountain passed Resolution R-24-03 to establish criteria to be utilized by the Town when considering the design-build delivery method for Town projects ("Town of Black Mountain Design-Build Criteria"); and

WHEREAS, the Town has allocated $492,000 in the FY23-24 Budget for this Project; and

WHEREAS, the Town intends to use these monies to enter into agreements to design, construct, repair, rehabilitate, or replace existing park amenities in order to provide users with high quality of life standards that include health and wellness benefits, the opportunity for leisure, and the ability to connect with other people and the surrounding natural resources; and

WHEREAS, North Carolina General Statute § 143-64.31, gives minimum requirements for procurement, with Article 3D addressing procurement of architectural, engineering, and surveying services; and

WHEREAS, due to the nature, size, scope and anticipated time schedule of the Project, the Town of Black Mountain sets forth a design-build construction method for the Project; and

WHEREAS, pursuant to North Carolina General Statute § 143-128.1A(b), "a governmental entity shall establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project, and such criteria shall, at a minimum, address all of the following:

1. The extent to which the Town can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications (RFQ) for a design-builder.
2. The time constraints for the delivery of the project.
3. The Town's ability to ensure that a quality project can be delivered.
4. The capability of the Town to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.
5. A good-faith effort to comply with historically underutilized business participation requirements (NCGS 143-128.2, NCGS 143-128.4), and to recruit and select small

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business entities.

6. The criteria utilized by the Town of Black Mountain, including a comparison of the advantages and disadvantages of using the design-build delivery method in lieu of traditional construction and bidding methods.

WHEREAS, based upon the Town of Black Mountain Design-Build Criteria and reasons set forth herein, the Town of Black Mountain desires to proceed with the design-build method for the Cragmont Park Renovation Project pursuant to N.C. Gen. Stat. § 143-128.1A, to construct, repair, rehabilitate, or replace existing park amenities in order to provide users with high quality of life standards that include health and wellness benefits, the opportunity for leisure, and the ability to connect with other people and the surrounding natural resources. The project site encompasses two (2) adjoining parcels of land totaling 5.14 acres along Swannanoa Avenue as further described below. Both parcels are bordered or bisected by Tomahawk Branch. The sites were identified in the Town's Recreation Master Plan Update (2023) as requiring intense development with 50% of the site remaining undisturbed to serve as a buffer between the park and adjacent property owners. Both parcels have access to water and sanitary sewer lines and are located within the FEMA floodplain and floodway. Consideration should be given for potential flooding impacts and any potential future streambank stabilization projects impacting this area. **A project area map and initial design concept is attached to this resolution as Exhibit A**.

1. The Town wishes to construct, repair, rehabilitate, or replace existing park amenities in order to provide users with high quality of life standards that include health and wellness benefits, the opportunity for leisure, and the ability to connect with other people and the surrounding natural resources along approximately 1,200 linear-feet area of the Tomahawk Branch.
2. The project funding has been secured in the FY23-24 Budget but ever-increasing construction costs require an expedited project schedule with guaranteed maximum pricing; therefore, the timeline is an important factor in being good stewards of taxpayer dollars.
3. The Town has experienced staff and adequate resources to assure that a high-quality project can be delivered by the design-build firm within the budget and timeframe as outlined by Council.
4. The Town has previously engaged a seasoned landscape designer who provided an initial concept plan for use in expediting this project. The concept did not include a full design with pricing value engineering options.
5. The Town will make good-faith efforts to comply with historically underutilized business participation requirements (NCGS 143-128.2, NCGS 143-128.4), as applicable, and to recruit and select small businesses entities. In addition to traditional project advertisement, the Town will advertise on the State of North Carolina's Historically Underutilized Business website and in minority business publications.
6. As a result of a more integrated, fluid and flexible delivery process, the design- build delivery method meets the operational goals established for the improvements, the desired level of quality of the finished product, and is a comparatively more desirable delivery method over traditional construction and bidding methods. The Town has

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reviewed the criteria for separate-prime bidding, single-prime bidding and construction management at risk and has determined that due to project scope, complexity, and time constraints that the design-build delivery method is appropriate for the construction, repair, rehabilitation, or replacement existing park amenities for the Cragmont Park Renovation Project for the following reasons:

a. The design and construction of public park facilities is a highly specialized industry, with limited availability of qualified contractors performing this type of work.
b. The traditional design-bid-build method would not allow the Town to receive the specialized services necessary to deliver the highest quality Project.

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

1. The Town Manager, Town Attorney and Project Manager are hereby authorized to issue a Request for Qualifications (RFQ) for a design-builder to design, engineer, construct, repair, rehabilitate, or replace existing park amenities in order to provide users with high quality of life standards that include health and wellness benefits, the opportunity for leisure, and the ability to connect with other people and the surrounding natural resources along approximately 1,200 linear-feet area of the Tomahawk Branch.
2. The Town shall make a good faith effort to comply with NCGS 143-128.2, NCGS 143-128.4, as applicable, and to recruit and select small business entities. Additionally, this RFQ shall be advertised in publications that attract minority business and historically underutilized business consideration and shall be sent to design professionals and contractors through the bidding portal on the Town's website at www.townofblackmountain.org.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Town Council of the Town of Black Mountain that this resolution is effective upon approval. Upon a motion by Council Member Alice Berry, the foregoing resolution was adopted this 11th day of March 2024.

See next page for Exhibit A of this Resolution.

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Cragmont Park

EXHIBIT A- MAP

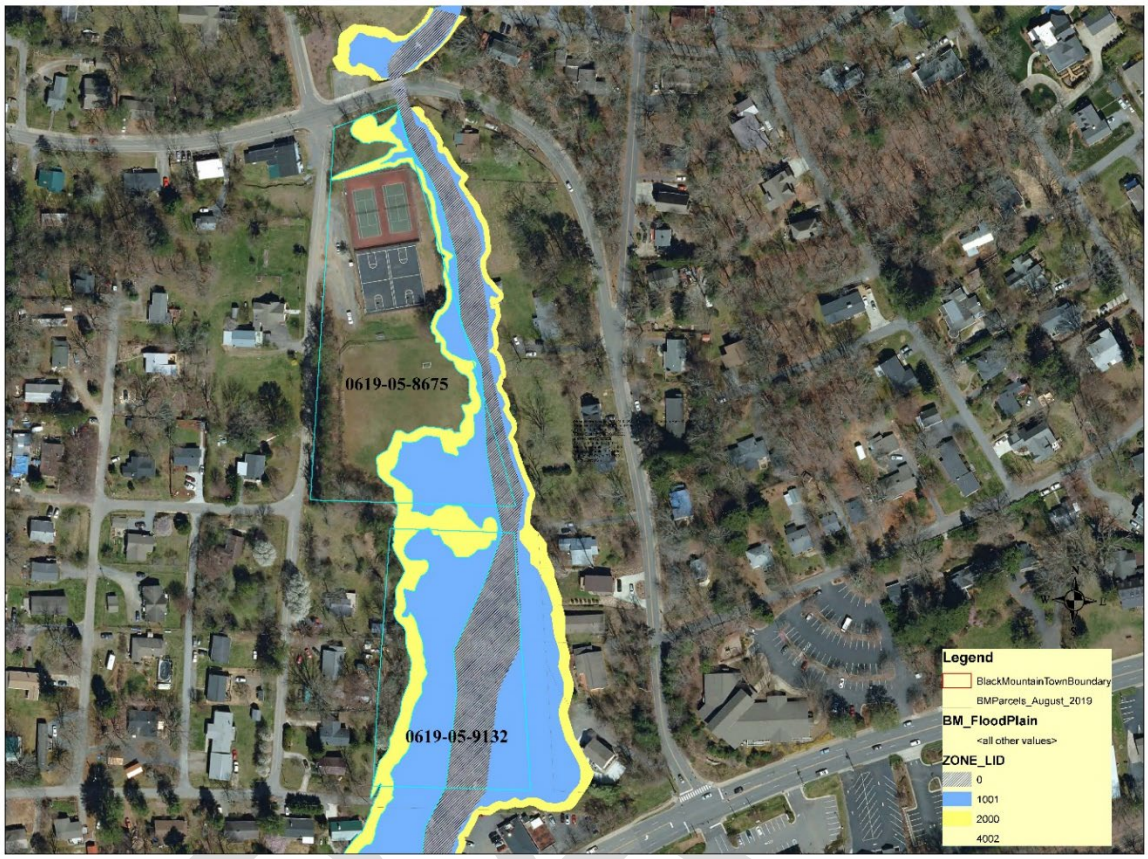

EXHIBIT A- DRAFT CONCEPT

6) PUBLIC HEARING- *none.*

7) CITIZEN COMMENTS- *none.*

8) UNFINISHED BUSINESS- *none.*

****

9) NEW BUSINESS

A. Consideration of GROW Trail Free Library Box at Town Square.

Recreation and Parks Director Josh Henderson stated a request has been made for the placement of a new free library box placed near the splash pad in Town Square. This is part of expanding the GROW Trail (a partnership with Greenways and Trails and the Black Mountain Library). The library box is financially supported by a sponsor and labor, materials and installation are strictly provided by volunteers.

Council Member Doug Hay made a motion to approve the GROW Trail Free Library Box at Town Square. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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B. Consideration of Pool Pay Rate and Fee Schedule Increases.

Recreation and Parks Director Josh Henderson stated as result of the pool season starting before a new fiscal year begins, there is a need to amend pool employee salaries and fee schedule increases before incorporating them into a new budget cycle for approval.

A motion was made by Council Member Doug Hay to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

RESOLUTION TO AMEND AND INCREASE TOWN POOL STAFF PAY RATES & POOL FEE SCHEDULE

Resolution #R-24-11

WHEREAS, the pool season starts before a new fiscal year begins and there is a need to amend pool employee salaries and pool fee schedule increases before incorporating them into a new budget cycle for approval; and

WHEREAS, in order to attract applicants for seasonal pool positions to staff and run the pool effectively, there is a request to increase pool salaries; and

WHEREAS, town staff researched and compared other related positions in our area and the proposed staff pay rate increases will help keep the town within the market; and

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WHEREAS, the proposed fee schedule amendments are a result of increasing inflation and costs of goods and services that are needed to operate the pool. These increases help to offset some of the costs of the proposed employee salary increases, as well as the growing increase in costs for chemicals, maintenance, and pool upkeep.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the following pool pay rates are increased as follows and effective upon approval:

Manager:	$19.04 per hour to $20.50 per hour.
Assistant Manager:	$14.50 per hour to $16.50 per hour.
Senior/Head Lifeguard:	$13.00 per hour to $15.50 per hour.
Lifeguard:	$12.00 per hour to $14.00 per hour.

BE IT FURTHER RESOLVED, the following pool fee schedule is hereby amended as follows and effective upon approval:

Daily Admission:	Resident: $4.00	Non-Resident: $6.00
Multiple Visit Pass (10 visits):	Resident: $30	Non-Resident: $50.00
Season Pass (Individual):	Resident: $85	Non-Resident: $120.00
Season Pass (Family):	Resident: $160	Non-Resident: $200.00
Additional Members:	$30.00 each	

Group Passes (11-19 Persons)

1x visit: $95.00	3x visit: $170.00	Unlimited: $540.00

Group Passes (20-40 Persons)

1x visit: $150.00	3x visit: $300.00	Unlimited: $975.00

Employee Pass

Individual: $40.00	Family: $50.00	Family members over 5: $25.00 each

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of _4_ to _0_ on this 11th day of March 2024.

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C. Consideration of Summer Camp Staff Pay Rate and Hour Increases.

Recreation & Parks Director Josh Henderson stated wage increases around Western North Carolina, in the childcare industry, summer camps and childcare facilities have increased wages to between $17.00 - $22.00 an hour. To find qualified, experienced summer camp counselor applicants, the hourly rates for summer camp staff are requested to be increased from $15.00 to $17.00 an hour.

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A motion was made by Council Member Doug Hay to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

RESOLUTION TO APPROVE AN INCREASE IN SUMMER CAMP STAFF HOURLY PAY RATES

Resolution #R-24-12

WHEREAS, wage increases around Western North Carolina in the childcare industry, summer camps and childcare facilities have been between $17.00-$22.00 per hour; and

WHEREAS, the town has had difficulty finding qualified, experienced summer camp counselor applicants that want to work for less than average pay and below living wage; and

WHEREAS, it is important for the town's summer camp to retain the reputation of hiring the best camp counselors in our area and in order to do that, hourly rate should be increased from the current rate of $15.00 an hour to a proposed rate of $17.00 an hour.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the summer camp counselor staff members hourly pay rate be increased from $15.00 per hour to $17.00 per hour, effective upon approval.

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of _4_ to _0_ on this 11th day of March 2024.

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D. Consideration of 204 Portmanvilla Rd. Lien Release.

Town Manager Josh Harrold explained that in May 2016, a contract was awarded to a contractor to demolish a dilapidated structure located at 204 Portmanvilla Road. There is a lien on the property however, there is no dollar amount for the lien. Considering the amount of time lapsed, staff has been unable to locate any costs associated with this demolition. The property owner's caregiver is asking for the lien to be released. Council Member Ryan Stone made a motion to release the lien on 204 Portmanvilla Rd. The vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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E. Resolution to Enter into a Contract for Construction Services for the Veterans Park Streambank Restoration Repairs -FEMA PROJECT # 436912.

Project & Facilities Manager Angela Reece stated the Town had received **6** informal bids on March 1, 2024, at 3:00 p.m. as follows:

- Baker Grading & Landscaping — Base Bid $68,110.75 — Total Bid $74,921.83
- **HGS, LLC** — **Base Bid $189,712.34** — **Total Bid $208,683.57**
- KBS Earthworks — Base Bid $207,437.65 — Total Bid $228,181.42
- South Core — Base Bid $211,510.00 — Total Bid $232,661.00

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- North State Environmental Base Bid $233,478.00 Total Bid $256,825.00
- Land Mechanic Designs Base Bid $279,340.00 Total Bid $$307,274.00

Ms. Reece stated the informal bids were reviewed by the Project Engineer and herself for completeness and accuracy and said ***HGS, LLC T/A RES Environmental Operation Company, LLC*** was the lowest responsive, responsible bidder in the total bid amount of **$208,683.57**.

Ms. Reece provided an explanation for the recommendation and clarified that Baker Grading & Landscaping's previous work on the initial project was never in question and said the prior work was in fact performed satisfactorily. Ms. Reece emphasized the prior work was not a factor in determining the responsiveness/responsibleness of the current bid. Ms. Reece explained that she had discussed concerns of the very low bid amount with the Project Engineer, FEMA and NCDPS Grant Administrators as well as compared it with Baker's with prior actual repair costs ($112,967.98 in 2021), prior ($156,650.00 in 2019) and current ($232,521.00 in 2024) engineering probable costs for construction, as well as Baker's initial repair proposal ($344,163.33 in 2022) as submitted to FEMA, and the Town's own independent cost estimates and stating her recommendation was based off of statutory requirements defining and determining the responsiveness and responsibleness of the bid submitted.

Council Member Ryan Stone made a motion that the Town Council approve the Resolution to select HGS, LLC T/A RES Environmental Operation Company, LLC (Contractor) as lowest responsive, responsible bidder and to enter into an agreement to provide construction repair services for the Veterans Park Streambank Restoration Repair Project as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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F. Resolution(s) to Accept Grant Funding from The North Carolina Department of Environmental Quality and to Approve an Agreement for Professional Design-Build Services for the Black Mountain Swannanoa River Floodbench & Constructed Wetlands Project-SRP-SW-ARP-0026

Project & Facilities Manager Angela Reece stated staff has requested assistance from the Town Attorney regarding evaluation of proposals, specifically dealing with pricing and would request Council defer this item to their next scheduled special called meeting to allow staff time to receive instruction from the Town's Attorney, and to interview the three candidates, rank them, and begin negotiations as per state and federal requirements.

Council Member Alice Berry made a motion that Town Council defer consideration of the approval of the Resolution to Accept Funding from The North Carolina Department of Environmental Quality in the amount of $5,000,000, and the Resolution to Approve the Agreement the Selected Firm to Provide Design Build Services For The Black Mountain Swannanoa River Floodbench & Constructed Wetlands Project-SRP-SW-ARP-0026 to the Council's Special Call Meeting to be held on Thursday, March 21, 2024 at 8:30 a.m. in the Council Chambers of Town Hall located at 160 Midland Ave., Black Mountain, NC 28711. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

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10) COMMUNICATION

A. Attorney Craig Justus provided an update to the PSIP agreement stating this will be on the April meeting agenda. He also stated he would be meeting with the Planning Director in April on the UDO edits.

B. Town Manager Josh Harrold provided an update to the Lake Tomahawk Dam repair project and stated Town offices would be closed on March 29th for Good Friday, but sanitation would still run as normal on that day.

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11) COMMUNICATION FROM MAYOR AND TOWN COUNCIL- *none.*

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12) CLOSED SESSION- *G.S. § 143-318.11 (a)(5)- To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.*

Council Member Ryan Stone made a motion to go into closed session as allowed by G.S. § 143-318 (a)(5). A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent. The time was 7:23 p.m.

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The Town Council returned from Closed Session and went back into Open Session at 7:30 p.m.

13) ADJOURNMENT- ***With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 7:30 p.m.***

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C. Michael Sobol, Mayor

ATTEST:

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Wesley M. Barker, Town Clerk

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BLACK MOUNTAIN TOWN COUNCIL MINUTES

March 21, 2024 | Special Called Meeting | Time: 8:30 A.M.

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

The Black Mountain Town Council held a special called meeting on Thursday, March 21, 2024, at 8:30 a.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711. The purpose of this meeting was to: a) Consider resolutions to Accept Grant Funding from The North Carolina Department of Environmental Quality and to Approve an Agreement for Professional Design-Build Services for the Black Mountain Swannanoa River Floodbench & Constructed Wetlands Project-SRP-SW-ARP-0026, and b) to hold a FY 2024-25 Budget Work Session.

Mayor C. Michael Sobol called the meeting to order at 8:30 a.m. with the following members in attendance: Mayor C. Michael Sobol, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, and Council Member Ryan Stone. Absent: Vice Mayor Archie Pertiller.

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager & Planning Director; Wesley Barker, Town Clerk; Angela Reece, Project & Facilities Manager; Tammy Holland, Finance Director; Josh Henderson, Recreation & Parks Director; John Coffey, Fire Chief; Jamey Matthews, Public Works Director; Steve Parker, Police Chief. Several other staff members were also present.

A. Consideration of Resolution(s) to Accept Grant Funding from The North Carolina Department of Environmental Quality and to Approve an Agreement for Professional Design-Build Services for the Black Mountain Swannanoa River Floodbench & Constructed Wetlands Project-SRP-SW-ARP-0026

Project & Facilities Manager Angela Reece explained that The Town applied for a Stormwater Planning Grant through the State Water Infrastructure Authority (SWIA) and has received notification advising the project is authorized to receive American Rescue Plan Act (**ARPA**) funding, provided from the State Fiscal Recovery Fund. This grant will allow the Town to construct/rehabilitate a stormwater treatment/collection system associated with designing and constructing floodplain benches and creating floodplain wetlands to mitigate flooding at two sites along a roughly 3300-linear-foot reach of the Swannanoa River. The proposed project will reduce flood risks and address water quality issues downstream and is not to repair or improve transportation infrastructure. The project sites identified will address both water quality and water quantity issues that impact the Swannanoa River, its tributaries, and any impediments to NPDES compliance.

To initiate the project, Council must first accept the offer of LASII ARPA grant funding from North Carolina Department of Environmental Quality (NCDEQ) in the amount of $5,000,000.00 and then select a Design-Build firm to develop a final scope of work and design compliant with NCDEQ standards.

Council Member Pam King made a motion that Town Council: 1) approve the Resolution to Accept Funding from The North Carolina Department of Environmental Quality in the amount of $5,000,000, <u>and</u> 2) approve the Resolution to Approve the Agreement with North State Environmental Inc. (selected firm) to Provide Design Build Services for the Black Mountain Swannanoa River Floodbench & Constructed Wetlands Project-SRP-SW-ARP-0026 as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller absent.

RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO ACCEPT FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE SWANNANOA RIVER FLOODBENCH & CONSTRUCTED WETLANDS PROJECT SRP-SW-ARP-0026

Resolution #R-24-14

WHEREAS, the American Rescue Plan Act (ARPA), funded from the State Fiscal Recovery Fund, was established in Session Law (S.L.) 2021-180/2022-74 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 **<u>$5,000,000.00</u>** 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:

That the Town of Black Mountain does hereby accept the ARPA grant offer of **<u>$5,000,000.00</u>**; and

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

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 21st day of March 2024.

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RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO ENTER INTO A CONTRACT FOR PROFESSIONAL DESIGN-BUILD SERVICES FOR THE BLACK MOUNTAIN SWANNANOA RIVER FLOODBENCH & CONSTRUCTED WETLANDS PROJECT-SRP-SW-ARP-0026

Resolution #R-24-15

WHEREAS, The State of North Carolina passed Session Law 2013-401 authorizing local governmental entities in North Carolina to utilize the design- build method for construction contracting pursuant N.C. Gen. Stat. § 143- 128.1A; and

WHEREAS, on January 8, 2024, the Town Council of the Town of Black Mountain passed a Resolution to establish criteria to be utilized by the Town when considering the design-build delivery method for Town projects ("Town of Black Mountain Design-Build Criteria"); and

WHEREAS, the Town received a $5 million dollar Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) in March 2023; and

WHEREAS, the Town intends to use these monies to enter into agreements to design, construct, repair, rehabilitate, or replace existing stormwater infrastructure to control stormwater quantity to mitigate flooding, improve water quality, and enhance the stability and function of the river and its riparian buffers along two project sites encompassing approximately 3,300 linear-feet area of the Swannanoa River; and

WHEREAS, based upon the Town of Black Mountain Design-Build Criteria, the Town of Black Mountain conducted a qualifications and price based selection process to solicit proposals using the design-build method for the Floodbench and Wetland Construction Project# SRP-SW-ARP-0026 pursuant to N.C. Gen. Stat. § 143-128.1A, to construct, repair, rehabilitate, or replace existing stormwater infrastructure along two project sites identified in the Stormwater Master Plan which encompass approximately 3,300 linear-feet area of the Swannanoa River; and

WHEREAS, Town Staff have determined **North State Environmental Inc.** as most advantageous and have received a proposal response and negotiated general fees for services from **North State Environmental Inc.** to provide engineering, design, permitting, and construction administration services to support the project.

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

North State Environmental Inc. (selected firm) is most advantageous to provide professional engineering, design, permitting, and construction administration services for the project, as recommended by staff.

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The pricing proposal (attached as Exhibit A) for engineering, design, permitting, and construction administration services fees from **North State Environmental Inc.** (selected firm) is approved in the amount **$1,001,600.00.**

The Town Manager and Town Attorney are authorized to negotiate and execute a final contract with **North State Environmental Inc.** (selected firm) not to exceed a total amount of **$5,000,000.00,** consistent with the Town's purchasing terms and conditions and of this Resolution, as approved by the Town Attorney.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on the 21st day of March 2024.

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B. FY 2024-25 Budget Work Session.

Town Manager Josh Harrold began the presentation of budget requests by reviewing the general fund. This includes a proposed 5% cost of living increase for town employee salaries across all departments. The budget requests of the following departments were reviewed:

- Governing Board
- Administration
- Information Technology
- Human Resources
- Finance

Noteworthy items reviewed included during these presentations included cost of legal services, employee continuing education trainings, new agenda management software, water and sewer charges, Citizens Academy expense, community outreach expenses, workers compensation insurance and liability/property insurance costs.

Mayor Sobol asked that the Council be provided with a summary of the current debt the Town has. Council Member Pam King recommended factoring in a facility study cost under Administration as mentioned over the last two council retreats.

Police Chief Steve Parker then presented the budget requests for the Police Department. Noteworthy items from Chief Parker's review included police vehicles, overtime and part-time salaries, training needs, and technology needs.

The next FY 2024-25 budget workshop is scheduled for Thursday, March 28, 2024 at 8:30 a.m. at Town Hall at which time remaining department budgets will be reviewed.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 9:55 a.m.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

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TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Cortney Kidd, *Senior Accountant* **MEETING DATE:** April 8, 2024

AGENDA SECTION: **Consent Agenda - ITEM: 5B** **DEPARTMENT:** Finance

TITLE OF ITEM: Monthly Property Tax Collector Report

SUGGESTED MOTION(S):
Approval of the Monthly Tax Collector Report

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. Monthly Tax Collector Report

TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Cortney Kidd, Municipal Tax Collector

DATE: Monday, April 8, 2024

SUBJECT: February 2024 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 -ALL TAXES, LIENS, LATE LIST PENALTIES, INTEREST AND FEES

Billed	$ 5,207,493.16
Collected	$ 5,102,834.03
Adjustments and Releases	$ (12,267.08)
Outstanding real and personal property taxes	**$ 92,392.05**

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 98.22%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	$ 110.37
Adjustments and Releases	$ 89.50

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

Ad Valorem	$ 213.59
Motor Vehicle	$ 17.22

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** April 08, 2024

AGENDA SECTION: Consent **ITEM: 5C** **DEPARTMENT:** Finance

TITLE OF ITEM: Budget Amendment – *Tammy Holland, Finance Director*

SUGGESTED MOTION(S): I move to approve budget amendments as presented.

SUMMARY:

The Town of Black Mountain Council adopts the following FY23-24 Budget Ordinance Amendments for the purpose of appropriating additional funding required for expenditures. Budget amendments BA139-BA177 for the following

- **BA139 Correction of BA131 for Recycle Carts $126,680**
  - *Original Budget Amendment Report used Transfer In GL Account instead of Appropriated Fund Balance*
- **BA142 Reallocation of Administration, HR, and Finance $0**
  - *Budget Adjustment to allocated previously budgeted funds within expense account to different departments within the general fund Administration Activities.*
  - *This is a budget adjustment since there is no effect on the original budget.*
- **BA151 Reallocation of Parks and Recreation and Pool $0**
  - *Budget Adjustment to allocated previously budgeted funds within Parks and Rec to the Pool Department expense accounts.*
  - *This is a budget adjustment since there is no effect on the original budget.*
- **BA175 PD Sponsorship and Golf Tournment $10,000**
  - *Appropriated Fund Balance$7,500 for Community Outreach sponsorship of playset*
  - *Appropriated Fund Balance$2,500 for Expenses related to Hacking for Heroes.*
- **BA177 Valantine 5K Donation $2,505**
  - *Recognize Valentine 5K Revenue and Donation Expense*

ATTACHMENTS:

i. Budget Amendments Detailed Report
ii. PD Community Outreach Sponsorship

Adjustment Number	Description	Summary	Account Number	Sum of Amount
BA0000139	**Appropriated Fund Balance for Recycle carts**	To correct Original BA 131 budget amendment should have hit Appropriated fund balance instead of Transfer In.	100-0000-48900	-$126,680.00
			100-7000-48590	$126,680.00
BA0000142	**BADJ- Admin, HR, Finance - Expense Line Allocation**	Reallocation of budgeted Expenses between Administration, HR, and Finance	100-4010-51511	-$2,000.00
			100-4020-51510	$2,000.00
			100-4020-52024	$2,000.00
			100-4020-52217	$3,000.00
			100-4020-53000	-$2,000.00
			100-4025-50105	$5.00
			100-4025-50232	-$1,400.00
			100-4025-52025	-$2,000.00
			100-4025-52419	-$1,005.00
			100-4025-55015	$1,400.00
			100-4030-50105	$25.00
			100-4030-51510	$475.00
			100-4030-52112	$1,000.00
			100-4030-52410	-$1,500.00
BA0000151	**BADJ - Parks and Rec Expense Line Adj**	Reallocation of budgeted Expenses between Parks and Rec and Pool	100-4700-50100	-$10,000.00
			100-4700-50101	$16,100.00
			100-4700-52100	$221.00
			100-4700-52112	$1,200.00
			100-4700-52214	$100.00
			100-4700-52310	-$2,200.00
			100-4700-53000	-$13,095.00
			100-4710-52020	$115.00
			100-4710-52213	$925.00
			100-4710-52214	$5,500.00
			100-4710-57510	$1,134.00
BA0000175	**BAMD PD Community Outreach - Family Sponsership**	Appropriate Fund Balance for Sponsership of Playset for Community Child with Cancer. Additional funds also needed for the golf tournament.	235-0000-48900	-$10,000.00
			235-4510-52100	$150.00
			235-4510-55023	$9,850.00
BA0000177	**BAMEND-Parks and Rec Valentine 5K Donation**	Recognize Valentine 5k Revenue and Donation Expense	100-4700-45690	-$2,505.00
			100-4700-56110	$2,505.00

DocuSign Envelope ID: 85D7BB52-9EEC-4E89-A219-77FDD0A2DC21

2024 Partnership Agreement

1.00 Play it Forward project at: 7,500.00

0.00 Ready Bag Packing Party at $5,000

Total partnership amount: $7,500.00

Company, Organization or Individual Name: Black Mountain Police

Contact Name & Title: Steve Parker Police Chief

Full Address: 106 Montreat Road, Black Mountain, NC 28761

Phone Number: 828-419-9350

Email Address: steve.parker@tobm.org

I, the undersigned, agree that my signature ensures payment of the partnership level amount of $7,500.00 to Roc Solid Foundation.

Sponsor Representative Signature: DocuSigned by: Steve Parker 016F8887A991B8... Date: 2/28/2024

Roc Solid Representative Signature: DocuSigned by: Chris Schaefer 2594002540ODAE7... Date: 2/28/2024

Please make check payable to
Roc Solid Foundation and mail to:
Roc Solid Foundation
5164 West Military Hwy., Suite 100
Chesapeake, VA 23321

Thank youfor helping us show the world #whathopelookslike.

ROC SOLID FOUNDATION
Building hope for kids fighting cancer

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: CONSENT **ITEM: 5D** **DEPARTMENT:** Planning

TITLE OF ITEM: Call for Public Hearing for Text Amendment to Chapter 20, Article V, Nuisances

SUGGESTED MOTION(S):
To call for a public hearing for text amendments to Chapter 20, Article V, Nuisances of the Code of Ordinances to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue.

SUMMARY:

With the adoption of 160D and in trying to streamline the enforcement process, staff is proposing text amendments to the nuisance chapter of the Code of Ordinances to clarify how notices are sent and to make a cleaner and clearer process for abatement.

BUDGET IMPACT:

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

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

ATTACHMENTS: **Legal Notice to be Published**

LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, May 13, 2024, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, May 13, 2024, at 6:00 p.m**. in the Council Chambers in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to Chapter 20, Article V, Nuisances, of the Town of Black Mountain Code of Ordinances.

The meeting is open to the public.

Wesley M. Barker
Town Clerk

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

Posted to the Town Bulletin Board 04/11/2024
Published in the Black Mountain News 04/18/2024 and 04/25/2024

www.townofblackmountain.org

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: CONSENT - **ITEM: 5E** **DEPARTMENT:** Planning

TITLE OF ITEM: Call for Public Hearing for Text Amendment to Chapter 43, Article VI to add a Downtown Social District

SUGGESTED MOTION(S):
To call for a public hearing for text amendments to Chapter 43, Article VI, to add a Downtown Social District to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue.

SUMMARY:

A downtown business owner has approached the Town about creating a Social District for the downtown area. NCGS 160A-205.4 authorizes local governments to create and designate one or more "social districts" under NCGS 18B-300.1 where businesses holding ABC permits may sell alcoholic beverages in approved "to go" cups for consumption within the designated "social district" area. The Town will provide signage designating the defined area and will provide a logo that business can download and print off to add to cups and the Town will provide window clings for businesses wishing to participate and not to participate.

BUDGET IMPACT:

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

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

ATTACHMENTS: **Legal Notice to be Published.**

LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, May 13, 2024, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, May 13, 2024, at 6:00 p.m**. in the Council Chambers in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to Chapter 43, Article VI, to add a social district downtown.

The meeting is open to the public.

Wesley M. Barker
Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 828-419-9310 or by email at town.clerk@tobm.org.

Posted to the Town Bulletin Board 04/11/2024
Published in the Black Mountain News 04/18/2024 and 04/25/2024

www.townofblackmountain.org

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: RESOLUTION - **ITEM: 5F** **DEPARTMENT:** Planning

TITLE OF ITEM: Resolution to apply for the Great Trails State Program Grant for PE funding for the Ridgecrest Connector Trail

SUGGESTED MOTION(S):
To approve the resolution to apply through the Great Trails State Program Grant for professional engineering funding for the Ridgecrest Connector Trail.

SUMMARY:

The Great Trails State Program provides funding for new trail development and extension of existing trails. The Town would like to apply for this grant for professional engineering funding for the Ridgecrest Connector Trail.

This grant is a 50/50 split, meaning the Town would be responsible for 50%. The project cost of the engineering is $150,000, with work beginning in FY25-26.

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***

RESOLUTION #

RESOLUTION TO PURSUE A GRANT THROUGH NC DIVISION OF PARKS AND RECREATION GREAT TRAILS STATE PROGRAM (GTSP) FOR PE FUNDING FOR THE RIDGECREST CONNECTOR TRAIL

WHEREAS, the Great Trails State Program (GTSP) provides funding for new trail development and extensions of existing trails; and

WHEREAS, the grant will be distributing $25 million dollars in non-recurring funding; and

WHEREAS, the grant allows for any municipality, county, regional council of government, public authority, or non-profit in North Carolina to apply for funding; and

WHEREAS, eligible projects include paved trails or greenways, natural surface trails, bike trails, equestrian trails, and any other type of trail recognized by the Department of Natural and Cultural Resources; and

WHEREAS, the grant requires a fifty (50) percent match.

NOW THEREFORE, BE IT RESOLVED that the Black Mountain Town Council bless Town staff to apply for funding through the NC Division of Parks and Recreation Great Trails State Program (GTSP) for PE funding for the Ridgecrest Connector Trail.

I move and adopt the foregoing resolution:

_____
Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 8th day of April 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk	Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: RESOLUTION **- ITEM: 5G** **DEPARTMENT:** Planning

TITLE OF ITEM: Resolution to apply for the Water Infrastructure Grant through the NC Department of Environmental Quality for Lead Line Inventory and Replacement

SUGGESTED MOTION(S):
To approve the resolution to apply through the NC Department of Environmental Quality Water Infrastructure Grant for Lead Line Inventory and Replacement.

SUMMARY:

The Bipartisan Infrastructure Law has created funding through the Drinking Water State Revolving Fund-Lead Service Line Replacement Program to help with removal of known lead service lines and lead connectors, to find and replace lead service lines and lead connectors, and inventory lead service lines.

The Town will apply for funding to conduct an inventory of lead service lines and removal of lead service lines and connectors.

Zero percent interest loans and principal forgiveness are available for these projects but that will not be known until the grant is awarded.

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***
2. ***Certification***

RESOLUTION #

RESOLUTION TO PURSUE A WATER INFRASTRUCTURE GRANT THROUGH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR LEAD SERVICE LINE IDENTIFICATION AND REPLACEMENT

WHEREAS, the Town of Black Mountain has need for and intends to construct, plan for, or conduct a study in a project described as lead service line inventory and replacement; and

WHEREAS, the Town of Black Mountain intends to request State loan and/or grant assistance for the project.

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

That the Town of Black Mountain, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Black Mountain to make a scheduled repayment of the loan, to withhold from the Town of Black Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the Applicant will partner and work with other units of local government or utilities in conducting the project including Buncombe County and the Town of Montreat.

That Josh Harrold, Town Manager and Jessica Trotman, Assistant Town Manager, the Authorized Representative and successor so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the Authorized Representative, and successors so titled, is thereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

I move and adopt the foregoing resolution:

_____
Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 8th day of April 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

_____
Josh Harrold, Town Manager

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Black Mountain does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legal convened meeting of the Town of Black Mountain Town Council duly held on the 11th day of March, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS THEREOF, I have hereunto set my hand this _____ day of _____, _____.

_____
Signature of Recording Officer

_____
Title of Recording Officer

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: CONSENT **ITEM: 5 H** **DEPARTMENT:** Planning

TITLE OF ITEM: Call for Public Hearing for Conditional Zoning Request for Montreat College ***#O-23-22***

SUGGESTED MOTION(S):

To call for the public hearing to amend text for conditional zoning request for Montreat College to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

SUMMARY:

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

BUDGET IMPACT:

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

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

ATTACHMENTS:

LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, May 13, 2024, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, May 13, 2024, at 6:00 p.m**. in the Council Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for a text amendment to add conditional zoning for Montreat College, PIN #0609-93-9480.00000.

The meeting is open to the public.

_____
Wesley M. Barker
Town Clerk

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

Posted to the Town Bulletin Board 04/11/2024
Published in the Black Mountain News 04/18/24 and 04/25/24

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TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: CONSENT **ITEM: 5 I** **DEPARTMENT:** Planning

TITLE OF ITEM: Call for Public Hearing for Map Amendment for Montreat College

SUGGESTED MOTION(S):

To call for the public hearing to amend the Town zoning map for the conditional zoning request for Montreat College to be held on Monday, May 13, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

SUMMARY:

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

BUDGET IMPACT:

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

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

ATTACHMENTS:

LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, May 13, 2024, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, May 13, 2024, at 6:00 p.m**. in the Council Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for a zoning map amendment for Montreat College, PIN #0609-93-9480.00000.

The meeting is open to the public.

_____
Wesley M. Barker
Town Clerk

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Posted to the Town Bulletin Board 04/11/2024
Published in the Black Mountain News 04/18/24 and 04/25/24

www.townofblackmountain.org

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: PUBLIC HEARING - **ITEM: 6A** **DEPARTMENT** Planning

TITLE OF ITEM: Public Hearing for Voluntary Annexation of Property Owned by Givens Highland Farms

SUGGESTED MOTION(S):
I move to approve the voluntary annexation of property known as 99999 Frances Avenue into the Town of Black Mountain town limits.

SUMMARY:

There is a 5.36 acre parcel off of Frances Avenue (identified as Buncombe County PIN #0609-56-5118.00000) that has been purchased by Givens Highland Farms. Givens Highland Farms is seeking voluntary annexation of this parcel to be able to combine the parcel with their existing 75+ acre campus, of which all is inside Town limits. The Planning Board heard this request at their February 26, 2024, meeting and found no reasons the property should not be annexed into the Town limits.

BUDGET IMPACT:

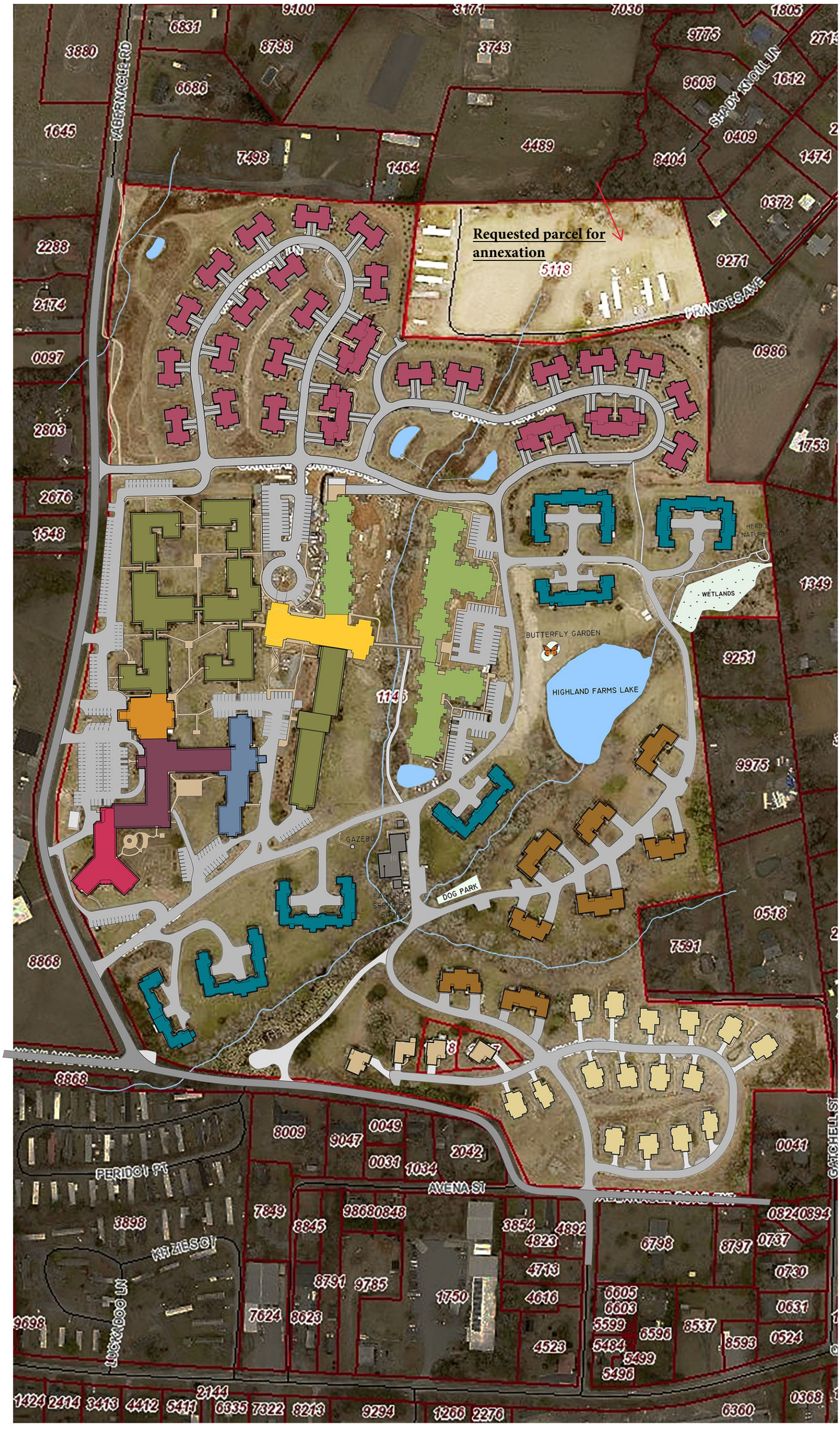
Is this expenditure approved in the current fiscal year budget? N/A

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

ATTACHMENTS:

Ordinance

Legal Description


Requested parcel for annexation
TABERNACLE RD
SHADY KNOLL LN
FRANCES AVE
HERB BALL NATURE TRAIL
WETLANDS
BUTTERFLY GARDEN
HIGHLAND FARMS LAKE
GAZEBO
FACILITY SERVICES SHOP
DOG PARK
PERIDOT PT
AVENA ST
MAIZE ST
LOCKWOOD LN
GATCHELL ST

ORDINANCE #

AN ORDINANCE ANNEXING THAT PROPERTY OF GIVENS HIGHLAND FARMS, LLC, ON THAT PLAT RECORDED IN PLAT BOOK 0236 AT PAGE 0100 INTO THE TOWN OF BLACK MOUNTAIN

WHEREAS, Givens Highland Farms, LLC has requested that the Town of Black Mountain annex that property owned by Givens Highland Farms, LLC and described as that 5.36 acre tract of land shown on that plat recorded in Plat Book 0236 at Page 0100, Buncombe County Registry; and

WHEREAS, Givens Highland Farms, LLC owns all of the property proposed to be annexed and submitted an application in their name and signed by them, so that such application and petition is signed by or on behalf of all the property owners as required by N.C.G.S. 160A-31 et seq.; and

WHEREAS, The Town Clerk has investigated the annexation petition and has certified that he found as a fact that the petition was signed by all owners of the property lying within the area to be annexed; and

WHEREAS, Givens Highland Farms has asserted that there are no vested rights that they wish to retain after annexation; and

WHEREAS, a public hearing was held by the Town Council of the Town of Black Mountain after proper notice was given to the public and the parties; and

WHEREAS, the Town of Black Mountain will benefit from annexation of the proposed area to be annexed in that its annexation will allow the Town to regulate development and insure a use of such property that is beneficial to the area where it is located and not detrimental to the properties surrounding it.

NOW, THEREFORE, BE IT ORDAINED by the Town Council for the Town of Black Mountain, North Carolina, that the property described in Exhibit A as being all of that 5.36 acre parcel of land shown on that plat record in Plat Book 0236 at Page 100, Buncombe County Registry, is hereby annexed and made a part of the corporate limits of the Town of Black Mountain, North Carolina.

This ordinance shall become effective on the 8th day of April 2024, if confirmed by the Town Council at its regular meeting in April 2024. In the absence of a majority vote of the Council to confirm this ordinance at that meeting, it shall become void and have no force or effect.

I move the adoption of the foregoing ordinance.

_____

Councilmember

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 8th day of April, 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

Approved as to form:

_____
Craig Justus, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION OF AREA TO BE ANNEXED

Beginning at a #5 rebar in the NE corner of the Givens Highland Farms LLC property as shown in Plat Book 165 Page 9; thence South 80° 25' 49" West 380.78 feet to a 24" Double Black Gum Tree; thence North 85° 26' 07" West 390.61 feet to a capped iron pipe; thence North 08° 40' 58" East 329.10 feet to an axle; thence South 89° 04' 38" East 426.26 feet to a ¾ inch iron pipe; thence South 89° 12' 25" East 224.98 feet to a capped iron pipe; thence South 12° 44' 20" East 290 feet to a #5 rebar at the point of beginning, being all of that real property shown as Tract 1 in Plat Book 236 Page 100 and containing 5.361 acres more or less.

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** April 8, 2024

AGENDA SECTION: PUBLIC HEARING - **ITEM: 6B** **DEPARTMENT** Planning

TITLE OF ITEM: Public Hearing to Rezone 99999 Frances Avenue from R-1 to OI-6

SUGGESTED MOTION(S):
I move to approve the ordinance rezoning property known as 99999 Frances Avenue from R-1 to OI-6 (office and institutional district).

SUMMARY:

There is a 5.36 acre parcel off of Frances Avenue (identified as Buncombe County PIN #0609-56-5118.00000) that has been purchased by Givens Highland Farms. The parcel is currently zoned R-1 by Buncombe County. Givens Highland Farms is also seeking voluntary annexation and if approved, would like to have the property rezoned to OI-6, which is the zoning designation for the existing 75+ acre campus. The Planning Board heard the request at their February 26th meeting and recommends the property be rezoned to OI-6 upon annexation into the Town limits. The motion passed with a vote of 6-0.

BUDGET IMPACT:

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

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

ATTACHMENTS:

Zoning Ordinance

ZONING ORDINANCE NO. #

AN ORDINANCE AMENDING THE ZONING MAP FOR A PORTION OF PROPERTY LOCATED AT 99999 FRANCES AVENUE

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

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

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

a. The overall size of the tract of land proposed for the rezoning is reasonable compared to the size of the zoning district in which the subject property is located.
b. The proposed rezoning is consistent with the comprehensive plan or elements thereof.
c. The impact to the adjacent property owners and surrounding community is reasonable and the benefits of the zoning shall outweigh any potential inconveniences or harm to the community.
d. The allowed uses within the proposed zoning district are similar or comparable to the permitted uses as currently zoned.

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

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

The zoning classification of that certain portion of real property described in Exhibit A and identified on the Buncombe County tax maps as PIN 0609-56-5118, recorded in Deed Book 6347, Page 207 and currently owned by Givens Highland Farms LLC, from R-1 to Office and Institutional (OI-6). A copy of the official zoning map showing said lot is attached hereto as Exhibit "A" and made a part thereof.

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

READ, APPROVED AND ADOPTED, this the 8th day of April 2024.

Wesley M. Barker, Town Clerk	C. Michael Sobol, Mayor

Approved as to form

EXHIBIT A

Legal description of property to be conveyed by
Michael Bartlett, an unmarried man to
Givens Highland Farms, Inc., a North Carolina Corporation

Being all of Lot 1, consisting of 5.361 acres, more or less, as described on a survey drawn by John M. Stollery dated July 28, 2023, entitled "Subdivision for: Michael A. Bartlett and Kristina H. Bartlett" recorded in Plat Book 236, Page 100 of the Buncombe County Registry, reference to which is hereby made for a more particular description.

TOGETHER WITH a non-exclusive easement for ingress, egress and regress over Frances Avenue as it crosses over the retained property of Grantor described in Deed Book 2354 at Page 139, Buncombe County Registry, said easement being twenty (20) feet in width, as laid down and shown on the aforesaid plat.

Grantor RESERVES an easement for the benefit of Lot 2 described in Plat Book 236, Page 100 of the Buncombe County Registry ("Lot 2") for access to and maintenance, repair, and replacement of that well, piping, pump, and other associated improvements located upon the property hereinabove described, said easement being six (6) feet in width and centered along the existing pipe, and in an area having a radius of ten (10) feet having as its center point the center of the existing well, together with the right to take water from the well. Grantor shall be solely responsible for maintenance of said well and piping system, unless and until such time as Grantee shall connect a residence or business to the said well, in which event the cost of ongoing maintenance and operation of the well shall be shared equally by those owners making use of the said well. This easement shall automatically terminate in the event Grantor is either (1) given use for a public water line, along with any necessary conveyance of any appropriate easements, for the service of water to Lot 2 or (2) Seller installs a new well on Lot 2 with servicing piping, pump and other necessary improvements to serve said lot that replaces the well that is the subject of the easement.

PIN: 0609-56-6108-00000
Address: 55 Frances Avenue, Black Mountain, NC 28711

The property hereinbove described was acquired by Grantor by instrument recorded in Book 2354, at Page 139, Buncombe County Registry.

NC Bar Association Real Property Section Form No. 3 © Revised 02/2021
Printed by Agreement with the NC Bar Association

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, *Recreation & Parks Director*

MEETING DATE: April 8, 2024

AGENDA SECTION: OLD BUSINESS - **ITEM: 8A**

DEPARTMENT: Recreation & Parks

TITLE OF ITEM: Carver Flooring Replacement

SUGGESTED MOTION(S):
Provide staff with direction for next steps.

SUMMARY:

In April of 2023 the Carver Center had a leak in the roof which resulted in a classroom being flooded. As a result the laminate flooring in the affected classroom needs to be replaced.

Estimates were obtained from local flooring contractors in the amounts of:

Black Mountain Handyman: $13,502.28

Rodriguez Flooring LLC: $2,162.50

- This estimate does not include materials; a previous budget amendment was approved for $1,900 for flooring on 11/13/2023.

AborZen: $5,423.48

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

- **Rodriguez Flooring LLC Estimate**
- **Aborzen Estimate,**
- **Black Mountain Handyman Estimate**

RODRIGUEZ FLOORING L,L,C

P.O BOX 515
Arden NC 28704

Estimate

Date	Estimate #
1/10/2024	5703

Name / Address
Black Mtn Montessori 101 Carver Ave Black Mountain,NC 28711 828-230-9936

Item	Description	Qty	Rate	Total
101 Carver Ave	Removal and disposal of existing LVP	660	1.00	660.00
101 Carver Ave	Installation of new LVP flooring	660	2.00	1,320.00
101 Carver Ave	Installation of new base boards glued to the cylinder blocks	146	1.25	182.50
	Customer to supply all materials: needs 726 sqft of LVP flooring and flooring underlayment plus 146 linear feet of baseboards and the adhesive for the base boards			
	NOTE: We require a 50% down payment prior to starting job			

Looking forward to doing business with you and estimate is good for 90 days

Total $2,162.50

Search

E. Asheville Lowe's Open until 10 PM

Delivery to 28805

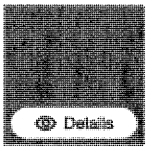
Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Shopping Cart (37)

Email Cart Empty Cart

E. Asheville Lowe's Change

Pickup at E. Asheville Lowe's
37 items



Details

Save For Later

$1,380.00

Pergo - Pro +WetProtect Silo Oak 10-mm T x 6-in W x 47-1/4-in L Waterproof Wood Plank Laminate Flooring (22.17-sq ft)

Item #5460026
Model #LF001098

− 25 +

$55.20/ea

Pickup at E. Asheville Lowe's

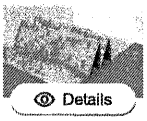
Available
FREE Store Pickup

Delivery to 28805

Ship to Home Unavailable

Get it Today
Starting at $15
Same-Day Delivery
Order by 2 p.m.

Get it by Sat, Sep 9
Scheduled Delivery
Delivery Scheduling in Checkout



Details

Save For Later

$391.84

FloorComfort - 25-ft x 4-ft x 2-mm Premium Foam Flooring Underlayment (100-sq ft /Panel)

Item #670313
Model #A61940

− 8 +

$48.98/ea

Pickup at E. Asheville Lowe's

Available
FREE Store Pickup

Delivery to 28805

Ship to Home Unavailable

Get it Today
Starting at $15
Same-Day Delivery

Start Secure Checkout

Chat

Feedback

Scheduled Delivery ⓘ
Delivery Scheduling in Checkout

Details

Save For Later

$29.92

FloorComfort - Underlayment tape Silver Seaming Tape

Item #673026
Model #A61974

− 4 +

$7.48/ea

Pickup at E. Asheville Lowe's

- (●) **Available**
  FREE Store Pickup

Delivery to 28805

- ( ) Get it by Sun, Sep 10
  Ship to Home
- ( ) Get it Today
  Starting at $15
  Same-Day Delivery ⓘ
  Order by 2 p.m.
- ( ) Get it by Sat, Sep 9
  Scheduled Delivery ⓘ
  Delivery Scheduling in Checkout

FREE & Easy Returns
View Returns Policy

Lowest Price Guarantee
View Details

Pickup & Delivery Options
View Details

Order Summary

Item Subtotal (37)	$1,801.76
Estimated Tax	Calculated in Checkout
Add Promo Code	⌄
Estimated Total	**$1,801.76**

Back to Top

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Order Status

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ARBORZEN
— WOOD FLOORING CO. —
ELEVATE YOUR FLOORS

Attn: JOSH TOWN OF BLACK MOUNTAIN 101 CARVER AVENUE BLACK MOUNTAIN, NC 28711	**Proposal** 1-001143
	Today's Date 3/25/2024 1:01 PM
	Quote Date 3/25/2024
	Salesperson Name TRAVIS EBERHART

Notes and Special Instructions	Ship To
	TOWNOFBL / 0000 Contact: JOSH TOWN OF BLACK MOUNTAIN P 828-767-0064 101 CARVER AVENUE # BLACK MOUNTAIN, NC 28711

Line	Description	Quantity	Unit Price	Amount
001	AZDEMO - DEMO	625.00	$2.00	$1,250.00
002	SUB FLOOR PREP - MISC LABOR SF	625.00	$1.00	$625.00
003	ENGAGE GENESIS 600 W-PAD 6MIL - SANTO DOMINGO 99.00 SF 4 Boxes 100sf donated by Arbor Zen and Metro Floors	99.00 SF	$0.00	$0.00
004	ENGAGE GENESIS 600 W-PAD 6MIL - SANTO DOMINGO 594.00 SF 24 Boxes	594.00 SF	$2.99	$1,776.06
005	6MIL PLASTIC UNDERLAYMENT - 6MIL	1.00 EA	$80.00	$80.00
006	INSTALL FLOATING FLOOR - LVP INSTALL LABOR SF	625.00	$2.50	$1,562.50
007	DELIVERY - MISC LABOR Complimentary Delivery	0.00	$0.00	$0.00

Taxable	$1,856.06
Non-Taxable	$3,437.50
Sales Tax	$129.92
Grand Total	$5,423.48
Deposit	$0.00
Balance	$5,423.48

Customer Signature:_____

ESTIMATE	#2197
SERVICE DATE	Jan 23, 2024
TOTAL	$13,502.28

Black Mountain Handyman, LLC

509 Tomahawk Ave
Black Mountain, NC 28711

(828) 767-0064
joshua.henderson@tobm.org

SERVICE ADDRESS

101 Carver Ave
Black Mountain, NC 28711

CONTACT US

PO Box 1616
Black Mountain, NC 28711

(828) 712-1123
support@blackmountainhandyman.com

ESTIMATE

Services	qty	unit price	amount
Labor	1.0	$6,850.00	$6,850.00

Estimate:

Tear out flooring in classroom from flood and reinstall new LVT flooring.

1. SITE PREP
- Set up dust management with Zip-wall System on entry door and French door, and plastic on all windows.
- Cover flooring in hallways and adjacent areas with ram board Koruser or similar.
- Set up air scrubber system.
ESTIMATED COST: $400

2. DEMO EXISTING FLOORING
- Detach 660 sq. ft. of existing vinyl flooring and underlayment from mounting surface(s). Break into haul able pieces.
- Detach vinyl baseboard trim from at least 2 of the 4 walls. Assess for reinstallation and save or dispose as necessary.
ESTIMATED COST: $950

3. INSTALL NEW LVT FLOORING
- Basic labor to install 660 sq. ft. LVT flooring with favorable site conditions. Measure and layout seam locations. Install underlayment. Cut, fit and secure laminate flooring.
ESTIMATED COST: $4250

4. TRIM WORK

- Basic labor to reinstall existing vinyl baseboard trim if possible or replace with new vinyl baseboard trim.
ESTIMATED COST: 190

5. DISPOSAL FEE
- Remove all old materials from site.
- Dispose of responsibly.
ESTIMATED COST: $300

6. POST JOB CLEAN-UP
- Basic labor to thoroughly vacuum and wipe all surfaces to remove any dust and have classroom move-in ready.
ESTIMATED COST: $760

ESTIMATED COST: $6850.00

Uncategorized - Contingency Fee	1.0	$0.00	$0.00

MOLD REMEDIATION
This is to remediate mold if found during the demo process. There is a realistic possibility of there being some mold or mildew under the flooring.
ESTIMATED COST: $5007

NOTE 1: This fee is for money allotted to set aside and cover unanticipated and/or unexpected circumstances or conditions that may arise during the project that differ from those outlined in the plans and specifications on which this estimate is based.

NOTE 2: This cost is not included in the estimate total and would be a change order if need be if mold is found.

Uncategorized - Contingency Fee	1.0	$0.00	$0.00

ASBESTOS ABATEMENT
Set up dust containment system
Set up dust scrubbers
Remove asbestos flooring
Remove glue residue
Clean interior surfaces
ESTIMATED COST- $9900

NOTE 1: We do not believe this to be likely, but if the asbestos flooring has been compromised due to extended water exposure.

NOTE 2: This fee is for money allotted to set aside and cover unanticipated and/or unexpected circumstances or conditions that may arise during the project that differ from those outlined in the plans and specifications on which this estimate is based.

NOTE 3: This cost is not included in the estimate total and would be a change order if need be.

Uncategorized - Cost Plus	1.0	$1,645.95	$1,645.95

This fee covers estimation costs, insurance ($1,000,000 general liability), worker's compensation insurance, accident insurance, work site set up/clean up, and tool maintenance & repair. This is 15% of subtotal.

Services subtotal: $8,495.95

Materials	qty	unit price	amount

Uncategorized - Materials	1.0	$4,123.00	$4,123.00

1. SITE PREP
- Zip-wall System on entry door and French door.
- Plastic sheeting.
- HEPA filter for air scrubber
ESTIMATED COST: $150

2. DEMO EXISTING FLOORING
- PPE.
- Contractor trash bags.
ESTIMATED COST: $50

3. INSTALL NEW LVT FLOORING
- Basic labor to install 660 sq. ft. LVT flooring with favorable site conditions. Measure and layout seam locations. Install underlayment. Cut, fit and secure laminate flooring.
ESTIMATED COST: $3740

4. TRIM WORK
- New vinyl baseboard trim.
- Adhesive.
ESTIMATED COST: $143

5. DISPOSAL FEE
ESTIMATED COST: $0

6. POST JOB CLEAN-UP
- Vacuum bags
- Approved cleaning spray
- dust rags
- Garbage bags
ESTIMATED COST: $40

ESTIMATED COST: $4123

Materials subtotal: $4,123.00

Subtotal	$12,618.95
Tax (North Carolina Department of Revenue 7%)	$883.33
Total	**$13,502.28**

Thank you for the opportunity to serve you! If you are satisfied with our work, let us know by leaving us a review.

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** April 8, 2024

AGENDA SECTION: UNFINISHED BUSINESS **ITEM: 8B** DEPARTMENT: Administration

TITLE OF ITEM: PSIP Agreement – *Josh Harrold, Town Manager*

SUGGESTED MOTION(S):

SUMMARY: The PSIP agreement with Buncombe County is being updated to reflect new software required as the current software is at end of life. The Town Attorney has worked with the County Attorney on the draft agreements, and these are attached.

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: Agreements

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE SERVICE LEVEL AGREEMENT

This Service Level Agreement herein ("SLA") is made and first entered into this _____ day of April 2024 by and between Buncombe County, (herein "County"), and the Town of Black Mountain, (herein "Agency"), for the purpose of providing the Agency with technology services as described herein, (County and Agency are collectively referred to as "Parties").

I. Purpose.

A. The Parties entered into an Intergovernmental Agreement dated regarding the coordination of a multi-jurisdictional public safety technology system known as Public Safety Interoperability Program or PSIP ("PSIP Interlocal Agreement").

B. This SLA establishes the expectations and service norms in which the County's information and technology (herein "IT") services are provided and received in the course of supporting PSIP applications and the necessary infrastructure and processes for the Agency to utilize PSIP applications.

C. This SLA outlines the parameters of all County information and technology services as they are mutually understood by the Agency.

D. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Parties.

II. Services Provided.

A. All services in the SLA are provided in the context of the PSIP Interlocal Agreement. IT Services provided by the County to the Agency include the following service areas:

1. Service Desk.

2. PSIP Application Support Services.

3. Infrastructure Services.

4. Administrative Services.

B. Services will be provided in adherence to any related policies, processes, and procedures.

III. County IT Service Desk.

A. Services Description

1. Provides the Agency with information and support related to PSIP applications, infrastructure, and administrative services.

B. Service Components

1. Incident and Request Management: logging requests and incidents, assigning to appropriate individuals for resolution, tracking progress, and providing status updates.

2. Incident Support: remote and in-person incident support involving PSIP applications and infrastructure.

3. Problem Determination and Resolution: diagnosis, resolution coordination, and customer notification.

4. Account Management: creating, updating, and deprovisioning of user accounts.

5. Email Distribution Lists: creating and maintaining PSIP notification groups.

C. Service Levels

1. Incident and Requests Management.

   a. For responses to Service Requests, the goal for the County is to respond in a timely manner. The County will use reasonable efforts to resolve Service Requests that are within the control of PSIP support staff responsibilities. Circumstances beyond the County's control (response from user, or third-party involvement) will constitute a temporary suspension of the SLA clock until appropriate response or services have been received.

   b. PSIP application vendors each have their own SLA with the County that is articulated in each contract/support agreement. When relevant, an SLA with contracted vendors will supersede this SLA (e.g., response time to issue resolution). The resolution of certain types of issues for a Commercial Off the Shelf (COTS) application requires the COTS company to solve the problem.

2. Definitions.

a. **Incident --** any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.

b. **Request** -- any new service, a change to an existing service, or removal of an existing service.

c. **Inquiry --** a request for information.

3. Normal (Non-Urgent Request - Low & Medium Priority) – Should be logged via the BCIT Cherwell Portal at servicedesk.buncombecounty.org. If a user is unable to log into the portal than an email should be sent to.

4. Urgent Request (High-Urgent) – Users call the BCIT Service Desk at 828-250-HELP and follow the instructions for Urgent requests.

D. Incident Support.

1. The County provides incident support based on the following which assess Critically and Priority Levels.

a. **L1** - ***Urgent (can't work, no other options, system down/serious degraded functionality) -*** problem resolution initiated and customer contacted within 30 minutes of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the problem; County IT Manager notified of problems affecting either critical business functions or multiple users immediately; County IT Manager and/or staff notifies and Agency's designated point of problems within 2 hours. Our goal is to have a temporary fix or problem resolution in place within 1 day.

b. **L2 -** ***Important (can't work as normal, but have a work around to allow work to continue) -*** problem resolution initiated and customer contacted within 30 minutes of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the problem; County IT Manager notified of problems affecting either critical business functions or multiple users within 4 hours; County IT Manager notifies Agency's designated point of contact of problems by next business day. The County's goal is to have the problem resolved within 2 days.

c. **L3 -** ***Normal (can work, but experiencing a disturbance of some type, limited loss functionality) -*** problem resolution initiated, and customer

contacted within 2 hours of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the problem; County IT Manager notified of the problems affecting either critical business functions or multiple users within 1 business day. Our goal is to have the problem resolved within 5 business days.

d. **L4 - *Low (can work, need a service of some type)* -** service request initiated, and customer contacted within 1 business day of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the request. Request completed within 10 business days.

2. Critical Level Determination.

a. Critically levels will be determined by examining:

1. Life – Lives are dependent on the application/system performing as designed.

2. Mission – Application/system is essential to the operation of a public safety organization.

3. Business – Application/system is part of the day-to-day operations of a public safety organization but neither Life nor Mission critical.

3. Incident Priority Level Determination.

a. Priority levels will be determined by examining:

1. Impact (Single user, 2 -9 users or 10 or more users).

2. Urgency:

(a) ***Urgent*** – User is unable to work.

(b) ***Important*** – User(s) can't work as normal but have a work around to allow work to continue.

(c) ***Normal*** – User's work is impacted can work but experiencing a disturbance of some type.

(d) **Low** – A workaround can be implemented or a user's ability to work is not greatly impacted.)

Priority Levels for incidents

	Single User	**2 – 9 users (depending on agency size)**	**10+ Users (depending on agency size)**
Urgent	Important	Important	Urgent
Important	Important	Important	Important
Normal	Normal	Important	Important
Low	Low	Normal	Normal

E. Account Management.

1. Account request completed within 7-10 business days. Each agency should have a primary and secondary contact to submit new account requests. This person should also notify County IT staff for account deprovision.

F. BC IT Service Desk Availability.

1. The BC IT Service Desk is staffed from 7:30 AM to 5:00 PM Monday through Friday for standard support.

2. ***Service Desk staff are on-call from 5:00 PM to 7:30 AM Monday through Friday and 24 hours per day on Saturday, Sunday and Holidays for Emergency/Urgent issues for Tier 3 applications that are defined as Life/Mission critical.***

3. County IT Support staff provide 24-hour on-call coverage for Urgent Issues.

G. Reporting an Incident.

1. Normal (Non-Urgent Request - Low & Medium Priority**)** – Should be logged via the BCIT Service Desk Portal at servicedesk.buncombecounty.org. If a user is unable to log into the portal than an email should be sent to. All users should complete the Incident Reporting Guide provided by BC IT prior to submitting an incident. The guide includes basic diagnosing and troubleshooting to help define the problem, workstations, and applications involved and basic steps to try to initially resolve the problem. This information will help streamline IT response as well as help assign priority levels.

2. Urgent Request (High-Urgent) – Users call the BCIT Service Desk at 828-250-HELP and follow the instructions for Urgent requests.

H. Submitting a Request for Service

1. Normal (Non-Urgent Request - Low & Medium Priority) – Should be logged via the BCIT Service Desk Portal at servicedesk.buncombecounty.org. If a user is unable to log into the portal, then an email should be sent to.

2. Urgent Request (High-Urgent) – Users call the BCIT Service Desk at 828-250-HELP and follow the instructions for Urgent requests.

I. Agency IT Staff.

1. Agencies with their own internal IT staff will have their IT staff work with County IT support staff to analyze, troubleshoot, and resolve PSIP application issues when they occur. Agency IT staff will first work with their departments to determine the scope and extent of PSIP application issues before contacting County IT support. Subsequently, Agency IT staff and County IT support will work together to communicate and resolve issues and requests Agency IT staff will also be responsible for deploying, installing, and updating local PSIP applications within their Agency with the support and assistance from County IT staff.

2. Agencies without their own internal IT must establish a primary and secondary Technical Assistance Coordinator (TAC) that will contact County IT support staff for issue and service requests. Since County IT staff have limited access and visibility within the external IT environments, the TAC will be responsible for determining the scope and extent of PSIP applications issues and work with County IT support staff to resolve these issues. The TAC will also be responsible for deploying, installing, and updating PSIP applications for their agencies with support and assistance from County IT staff.

IV. PSIP Application Support Services

A. Services Description.

1. These services allow the Agency to fully utilize PSIP applications. Services include software administration, security, configuration, and the maintenance of software applications and their data.

2. PSIP Application Support and funding are provided at different levels based on a 3-tier system. Applications and Interfaces are provided in Table 1.

   a. Tier 1 – No PSIP support and funding. These applications are used by public safety agencies and partners independent of PSIP. They are provided for awareness and possibly future PSIP consideration.

b. Tier 2 – Applications that are funded and supported by the hosting agency. These applications integrate with PSIP application or data. Integrations for these applications will be funded and supported by PSIP.

c. Tier 3 – Applications that are fully funded and supported by PSIP.

B. Service Components

1. Application Security - Application security includes activities involved in making PSIP applications and interfaces secure including administering, configuring, and managing user access, identifying, fixing, and improving security issues, and working with the vendor as needed.

2. Software Updates, Upgrades, and Patching - Software updates is the process of keeping the PSIP software current with the latest version(s) to take advantage of new functionality, provide security updates, or other updates recommend by vendors.

3. Software Configuration - Software configuration is the way applications are setup up to support the Agency's business workflow or process.

4. Module Implementation - Module implementation refers to enabling a new or additional feature of PSIP applications.

5. Software Implementation - Software implementation is the process of installing or creating new software to support the Agency's business process.

6. Application Interfaces - Application interfaces are an intermediary that allows PSIP applications to communicate with other applications.

7. Document Management - Document management is storing, managing, and tracking electronic documents. PSIP includes document management as part of the PSIP application suite (i.e., .pdfs, .jpeg, .gifs, or other file types via CAD/RMS/JMS.)

8. Data Warehousing - Data warehousing is a form of storing historical data for reporting and data analysis for business intelligence purposes.

9. Reporting - Reporting services enable the creation of graphical and printed reports using SQL Server and other data sources from PSIP data.

C. Service Levels – Roles and Responsibilities

1. Application Security.

   a. Service Provider.

      (1) User Account Management
      (2) Login/Password management
      (3) Handle requests for audit records
      (4) Default security rights for groups and modules
      (5) Apply changes based on CJIS and legal other requirements
      (6) Secure custom built PSIP Interfaces

   b. Service Recipient.

      (1) Notifications for new hires, changes, or departures.
      (2) Review\verify security roles match job duties.
      (3) User training and education.
      (4) Auditing for compliance\best practices (i.e., CJIS certifications).
      (5) Breach notifications.

   c. Vendors.

      (1) Create security patches in software.

2. Software Updates, Upgrades, and Patching.

   a. County IT Support.

      (1) Plan upgrade process.
      (2) Working with vendors to evaluate and\or deploy current versions.
      (3) Provide Agencies upgrade\release notes.
      (4) Factory Testing.
      (5) Provide test/training environments when possible.
      (6) Coordinate and communicate with stakeholders.
      (7) Document stakeholder input regarding configuration.

   b. Agency.

      (1) SME engagement and direction regarding the implementation of any new functionality.
      (2) Test and evaluate pending and deployed updates.
      (3) Notify County IT staff of any potential update issues.

3. Software Configuration.

a. County IT Support.

(1) Application administration.
(2) Complete configuration based on stakeholder design requirements.
(3) Update Configuration log.

b. Agency.

(1) Assignment of SME(s) for each PSIP application. Responsible for public safety operations input.
(2) Expert on what the system can do/not do and how to leverage it for maximum operational effectiveness.
(3) Design of business process / workflow requirements.
(4) The PSIP Executive Committee is responsible for all final configuration decisions and conflict resolution.

4. Software / Module Implementation.

a. County IT Support.

(1) Works with agencies to recommend IT best practices.
(2) Participates in discussions regarding configuration options.
(3) Identifies interface requirements.
(4) Data preparation for software implementation (conversion, interfaces).
(5) Installation of hardware and server software.
(6) Factory Acceptance Testing.
(7) Interface Testing.
(8) Participate in vendor led trainings.

b. Agency.

(1) Assignment of SME(s) for each PSIP application. Responsible for public safety operations input.
(2) Facilitate workshops and configuration sessions.
(3) Strategic Objectives.
(4) Develop system processes and best practices.
(5) User role design.
(6) Installation of client-based software.
(7) Train and educate users on how to use software.
(8) Configuration Testing
(9) User Acceptance Testing

(10) Coordinate and communicate with County IT to establish reasonable timelines.
(11) Ensure external parties are meeting internal and external policy requirements/compliance.

5. Application Interfaces.

a. County IT Support.

(1) Communicates with internal and external stakeholders to develop interface requirements, plan, deploy and implement interfaces.
(2) Provide the infrastructure for interfaces.
(3) Support and monitor the connectivity of data transfers.
(4) Communicate with all relevant vendors involved in the interface.
(5) Obtain initial and recurring costs for the interface.

b. Agency.

(1) SME input regarding interface requirements.
(2) Coordinate and communicate with County IT to establish reasonable timelines. This means giving proper lead times.
(3) Ensure external parties are meeting internal and external policy requirements/compliance.

6. Data Warehousing

a. County IT Support.

(1) Provide a data warehouse style environment and connectivity for agencies to utilize data in a non-production environment.
(2) SQL access with tables and view.
(3) Open Data APIs.

b. Agency.

(1) Access data warehouse through reporting tools like Excel, SSRS, etc.
(2) Delegate staff to work with County IT during development to discuss goals and limitations.
(3) Define security, compliance, and determination of data classification requirements.
(4) Define control, limit, and audit access requirements of restricted or confidential data.

7. Reporting.

a. County IT Support.

(1) Custom view reports from PSIP data.
(2) adhere to any PSIP Data Governance agreements.

b. Agency.

(1) Review and determine if reports are needed or valid.
(2) Define security, compliance, and determination of data classification requirements.
(3) Define control, limit, and audit access requirements of restricted or confidential data.
(4) Adhere to PSIP Data Governance agreement.

D. Service Availability

PSIP Application Support Services are available from 8:00 AM to 5:00 PM Monday through Friday (not including County Office closures) for standard support.

V. PSIP Infrastructure Services

A. Service Description.

1. These services provide the necessary infrastructure for Agencies to utilize PSIP applications.

B. Service Components.

1. Server Administration.

a. Includes, but is not limited to, the installation, configuration, troubleshooting and maintenance of server resources necessary for PSIP application functionality.

2. SQL Administration.

a. Includes, but is not limited to, the installation, configuration, troubleshooting and maintenance of database resources necessary for PSIP application functionality.

3. Active Directory Trust Integration.

    a. Allows existing Agency-based Active Directory user accounts to be utilized for authentication into PSIP related applications. This is accomplished by engineers from the Agency (or their designee) working with County engineers to establish the trust between the two Active Directory domains. A Site-to-Site VPN is a prerequisite for Active Directory Trust Integration.

4. Site to Site VPN.

    a. A secure/encrypted network tunnel established between the Agency's firewall and the County's firewall through which all PSIP related application network traffic for the Agency will traverse. This is accomplished by engineers from the Agency (or their designee) working with County engineers to establish the tunnel between the two firewalls.

5. Disaster Recovery.

    a. The County will architect solutions to strive for the highest possible availability and uptime for PSIP applications. This is accomplished through, among other things, redundant datacenters, redundant network connections and equipment, data replication solutions, best of breed backup solutions, and server/network/application architecture.

    b. Systems that rely upon 3rd party hosted services will be subject to uptime standards as provided by the vendors.

6. LAN.

    a. Acronym for Local Area Network and it is the internal County network where PSIP related applications reside and communicate.

7. Network Monitoring.

    a. The County actively monitors their networks for anomalies or issues related to, among other things, hardware failure, performance, and security. When detected, the County responds as necessary to strive for the highest possible availability of network resources.

8. Data Center Management.

    a. The County maintains redundant datacenters which includes the infrastructure necessary for PSIP related applications to function. This

includes, but is not limited to, server infrastructure, network infrastructure, physical cabling, electrical facilities, HVAC facilities, fire suppression and detection, and physical access security. The County's General Services Department will provide building and facility maintenance.

C. Service Levels

1. Infrastructure services are often performed "behind the scenes." County IT will handle all disruptions towards these services as Incidents. Requests for new Infrastructure Services will come through triggers such as, but not limited to, Agency onboarding events, implementations of new interfaces and applications, and hardware and system upgrades.

2. Service interruptions to infrastructure will be handled as Service Desk Incidents with associated response times determined by severity and life/mission/business nature of the applications effected. Interruptions will be communicated to all participating agencies.

3. Service interruptions from 3rd party supported infrastructure will be subject to the SLAs with the vendors.

D. PSIP Infrastructure Service Availability.

1. PSIP Infrastructure Services are available from 8:00 AM to 5:00 PM Monday through Friday (not including County Office closures) for standard support.

VI. PSIP Administrative Support Services

A. Service Description.

1. Administrative Support services include business, financial, legal, and other non-technical support.

B. Service Components

1. License Management.

a. License management involves the process of documenting and controlling IT costs related to PSIP application and ensuring compliance.

2. Vendor Relationship Management.

a. Building and managing relationships with software providers that supply services to PSIP.

3. RFQ, RFP, RFI Support.

a. Responsibilities and actions related to Request for Proposals, Quotes, Information, etc.

4. Security and Privacy.

a. Support for risk management and security through various Buncombe County staff including IT Security, Compliance Officers, Legal, and Internal Audit.

5. Contract Administration.

a. Contract management lifecycle processes for PSIP applications and their vendors.

6. Financial Management.

a. Financial management includes administrative activities including invoices and billing processes, cost allocation, budgeting, procurement.

D. Service Levels.

1. License Management.

a. County IT.

(1) Provide precise license counts.
(2) Assignment of licenses.
(3) Report license costs and increases.
(4) New license acquisition.

b. Agency.

(1) Inform County IT of any staffing changes that affect licensing.

2. Vendor Relationship Management.

a. County IT.

(1) Primary contact for vendor.

(2) Perform 3rd Party Risk Assessment.
(3) Maintain consistent dialogue with vendor on product road maps, upgrades, and patches.
(4) Inform Agency of vendor issues and risks.

b. Agency.

(1) Evaluation and selection of new vendors.

3. RFQ, RFP, RFI Support .

a. County IT.

(1) Provide technical requirements.
(2) Review and provide feedback for vendor responses.

b. Agency.

(1) Provide public safety operations requirements.
(2) Author and lead RFx efforts.

4. Contract Administration.

a. County IT.

(1) Contract initiation, review, and negotiation with PSIP vendors.

5. Financial Management.

a. County IT.

(1) Invoice and billing.
(2) Cost allocation.
(3) Budget preparation.
(4) Procurement.

b. Agency.

(1) Budgetary approval.

E. PSIP Administration Support Services Availability.

1. County Administration Support Services are available from 8:00 AM to 5:00 PM Monday through Friday (not including County Office closures) for standard support.

VII. Maintenance.

A. Scheduled Maintenance.

1. County IT plans scheduled maintenance windows (usually on the 3rd Wednesday of each month, starting at 4:30 am until 5:30 am) to maintain and increase the security, availability, and performance of the network and supported applications. County IT works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the day before the scheduled maintenance day with information about the maintenance being performed.

B. Unscheduled Maintenance.

1. Occasionally County IT may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

VIII. Staffing.

A. The Buncombe County IT staff are responsible for supporting the services as defined in this agreement. Each agency is required to provide or acquire their own IT support for non-PSIP applications and hardware.

B. Service Desk.

1. IT staff funded by the PSIP program for incident response to PSIP applications. Service Desk staff troubleshoot and resolve problems or provide scripted support through known issues. Larger issues will require escalation to specific IT domains. Positions include:

   a. Desktop Support Specialist.
   b. IT System Administrators.
   c. Database Administrators.
   d. Infrastructure Analysts.
   e. Security Analysts.

C. Application Support Staff.

1. IT staff funded by the PSIP program to support the PSIP applications. Application support staff troubleshoot and resolve issues that are unable to be resolved by the BCIT Service Desk. Application support staff handle advanced support and services for PSIP applications and integrations. Positions include:

   a. County IT Manager.
   b. IT System Administrators.
   c. Database Administrators.

D. Infrastructure Support Staff.

1. IT staff funded by the PSIP program to support PSIP infrastructure. Infrastructure support staff troubleshoot and resolve issues and provide advanced support and services for server administration, databases, network, and security. Positions include:

   a. Database Administrators.
   b. Infrastructure Analysts.
   c. Security Analysts.

E. Administrative Support Staff

1. IT and County staff ***not funded*** by PSIP program to support PSIP administration.

   a. IT Director.
   b. Chief Information Security Officer.
   c. Software Services Division Manager.
   d. Operations Division Manager.
   e. IT Office Manager.
   f. HR, Finance, Legal, Risk & Compliance and other County Staff.

IX. General Provision.

A. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.

B. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of the Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

C. Conflict. Any conflict between the SLA and the PSIP Interlocal Agreement, the terms of the PSIP Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, the day and year first above written.

TOWN OF BLACK MOUNTAIN

By: _____

COUNTY OF BUNCOMBE

By: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

INTERGOVERNMENTAL AGREEMENT BETWEEN BUNCOMBE COUNTY AND THE TOWN OF BLACK MOUNTAIN

This Intergovernmental Agreement made and entered into this _____ day of_____, 2024, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "County"), and the Town of Black Mountain, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town"). (Town and County are hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS, towns and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461; and

WHEREAS, public safety operational effectiveness is increased when multiple jurisdictions share a technological system; and

WHEREAS, the County and Town wish to leverage enumerated technology systems in a cost-effective manner to improve public safety operations; and

WHEREAS, the County and Town wish to implement an effective, integrated, multi-jurisdictional public safety technology system that will achieve collaboration, cooperation, and communication between all of the agencies; and

WHEREAS, increased situational awareness through shared technology systems thereby improving safety for the residents and first responders of Buncombe County.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

I. Definitions.

PSIP - Public Safety Interoperability Program.

PEC – PSIP Executive Committee.

II. Purpose.

A. The purpose of this Agreement is to define the terms and conditions under which criminal justice, emergency medical and fire protection software will be accessed and used by the public safety agencies in Buncombe County, North Carolina and mutually administered, supported, and maintained by the County, by and through its Department of Information Technology.

B. The primary goal of this agreement is to allow for the creation and maintenance of an effective automated multijurisdictional public safety information technology system. This will be an integrated system used by multiple public safety agencies throughout Buncombe County.

III. Effective Date and Term.

A. This agreement shall become effective upon ratification by the Town and County's governing boards.

B. This Agreement shall have an "Initial Term" of three (3) years, running from July 1, 2024 until June 30, 2027, or whenever a new agreement is executed by the parties in relation to the Core Software Systems Migration project whichever occurs first.

C. Either Party may terminate this Agreement upon giving the other Party six (6) months advance written notice of its intent to terminate.

IV. Roles and Responsibilities.

A. No joint agency is created by this agreement. The County shall have sole responsibility and authority to appoint or otherwise employ personnel necessary for the PSIP services outlined in this Agreement.

B. County's Responsibilities.

1. The County, through its Information Technology Department, shall be responsible for the operation of the PSIP system in Buncombe County. The County shall be responsible for the day-to-day operation and supervision subject to the policies and procedures adopted by the PEC and subject to the terms and conditions of this Agreement and the corresponding Service Level Agreement.

2. The County shall purchase or lease all PSIP software to be used on the system.

3. The County shall be responsible for all aspects of PSIP including, but not limited to, the letting and awarding of bids, payment of debt, maintenance, standards, response time, conversion of data, system installation, project management and operation. The County shall be fully responsible for ensuring that the terms of the contract awarded or to be awarded for PSIP, including but not limited to schedule, cost, and performance specifications, shall be complied with by the vendor. The

proposed terms of said contract, regarding schedule, cost, and performance specifications, will be reviewed by and concurred with by PEC prior to execution of the contract by the County.

a. The County will provide a PSIP Project Manager who will be responsible for managing the day-to-day activities of the above.

4. The County Manager will be responsible for the adoption of the annual budget for PSIP.

5. The County will be responsible for implementing a Service Level Agreement to be entered by the Parties which sets forth in greater detail the County's obligations to its partner agencies through PSIP.

6. The County agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by this Agreement.

7. The County acknowledges that data contained within the public safety systems operated and maintained by the County is confidential, and shall ensure that physical, electronic, and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals.

8. If the County has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by County, the County shall immediately notify the Town and any other affected partner agency.

C. Town's Responsibilities.

1. The Town shall be responsible for paying its proportional share of the costs as determined by the Cost Model developed by the County. A copy of the FY 2024 Cost Model is attached as Exhibit A to this Agreement and incorporated herein. The Cost Model may be amended, and the County shall present any amended Cost Model to the PEC by November 1 of each successive year.

2. The Town shall be responsible for providing the appropriate resources and manpower necessary to help ensure successful and timely

implementation of PSIP software for Town use. Responsibilities would include but not limited to providing the appropriate personnel to participate in PSIP project status and review meetings; define agency requirements; perform end-user testing of software and system functionality to assure compliance with requirements and specifications; attend/provide necessary training; provide support during final system testing and "go-live" operations.

3. Notify the County of any process or technological changes or needs that could increase the PSIP cost.

4. Appoint personnel to serve as members of the PEC and ensure their reasonable attendance at the meetings.

5. To the extent necessary, execute a user agreement with the County and/or State of North Carolina regarding the use of the North Carolina Office of Administrative Court's data through RMS or other software.

6. The Town agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by this Agreement.

7. The Town acknowledges that data contained within the public safety systems operated and maintained by the County is confidential, and shall ensure that physical, electronic, and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals.

8. If the Town has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by the Town, the Town shall immediately notify the County.

9. To the extent necessary, the Town will enter into Service Level Agreement drafted by the County for PSIP services.

10. To the extent necessary, the Town will enter into any agreements with the State of North Carolina as required to access certain data from State systems.

V. PSIP Executive Committee.

A. The County shall create the PEC that is responsible for providing the County and participating agencies feedback regarding the operation of the PSIP project for its users.

B. The PEC will consist of the following members:

1. Buncombe County Public Safety Communications Director.

2. Buncombe County Emergency Services Director.

3. Sheriff or designee.

4. Chief of Asheville Police Department or designee.

5. Asheville Fire Chief or designee.

6. The County IT Director or designee.

7. The Town IT Director or designee.

8. A representative from among other municipalities' law enforcement agencies using PSIP.

9. A representative from among other municipal and county fire departments using PSIP.

10. Two (2) community members at large.

C. The selection for members 8 and 9 will be determined via majority vote of those participating agencies, not including the County, to serve a three-year term. The County will coordinate the voting processes. When reviewing the application for community members at large, for one of the vacancies, preference will be given to a resident from one of the towns in Buncombe County.

D. The Community Representatives will be selected through a competitive application process. From that list, the PEC will select the representatives by a majority vote for a two-year term. These members should be included no later than two (2) years from the signing of this agreement.

E. The PEC will convene no later than 90 days after the agreement's effective start date.

F. The PEC's responsibilities are defined below.

1. The PEC will meet at least quarterly to review performance and compliance data and to consider and resolve questions, issues, and disputes relating to PSIP.

2. Decisions will be made by a majority vote of the PEC.

3. The County shall be responsible for convening the PEC, setting, and distributing its agenda, and providing timely information regarding meetings to all members and member agencies.

    a. Any PEC member, or member agency, may place an item on the PEC meeting agenda for discussion with the concurrence of at least 2 other members.

4. The County IT Director will provide a recommended PSIP budget to PEC for review before submitting it to the County Manager for consideration in the annual County Budget.

    a. The County shall provide PEC with a draft budget by November 1 of each year and a final estimate by April 1.

5. The County Manager shall appoint a chair from the members who will serve a two-year term and may be re-appointed for an additional term. The PEC Chair shall have the following responsibilities:

    a. To preside over regular and special meetings of the PEC.

    b. Facilitate the election of a Vice Chair from the PEC members. The Vice Chair will serve a two-year term and may be re-elected for subsequent terms.

    c. To call special meetings.

    d. To appoint committees.

G. Escalation of Issues.

1. Should the PEC be unable to resolve a dispute among the parties regarding PSIP, the parties may appeal the unresolved issue to the County Manager, the Town Manager, and the Sheriff for resolution. If the Managers and the Sheriff are unable to come to a resolution, the final decision on resolving a dispute will be with the County Manager.

VI. Data Governance and Security.

A. Both Parties shall safeguard by appropriate means the confidentiality of the information contained in the PSIP network.

B. Each Party shall maintain network security that meets FBI and industry standards.

C. All PSIP Agreement agencies agree to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding the access, use, storage, and release of information obtained through various electronic means.

D. All PSIP Agreement agencies agree to comply with all applicable rules and regulations established by the PEC regarding the access, use, storage, and release of information obtained through various electronic means.

E. The originating agency of PSIP related data is the owner of the data and has sole authority regarding the release of the data. No data can be released by any PSIP agency without formal approval of the originating agency. In the event of this Agreement's termination, the parties will take all appropriate steps to ensure that all PSIP data is transferred to the originating agency.

F. If several agencies work a mutual event, the assisting agencies cannot share any data specific to the originating agency without consent of the originating agency.

G. Public Record requests received by the County shall be forwarded to the appropriate agency prior to the release of any data.

H. The County reserves the right to suspend service to individual Town employees when the County determines that this agreement or any applicable state or federal law, rule or regulation has been violated by an employee of the Town. The County may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations. All costs for reconnection of the service are the responsibility of the Town. The County shall have the authority to inspect Mobile Computer Terminals (MCTs) as well as laptops, tablets, and desktop computers used to access PSIP data under the authorization of this Agreement provided such access is authorized in advance by the PEC.

VII. New Agency Onboarding.

A. Any new agency shall complete a request form and submit it to the PSIP Manager.

B. The PSIP Manager shall review the request and determine the level of participation including what applications and interfaces the new agency has requested. The PSIP Manager will produce a report that includes all aspects of onboarding the new agency including:

1. Initial and recurring costs – Infrastructure, equipment, applications, licenses, and staffing.

2. Level of effort to onboard and provide required services.

C. The PSIP Manager shall forward the request to the PEC.

D. The PEC will approve or deny the request. If approved,

1. The new agency and Buncombe County will sign a new ILA with associated SLA as a participating agency.

2. The PSIP Cost Model will be updated reflecting the new agency's involvement.

3. Any non-planned costs associated with onboarding will be paid by the new agency.

E. Within ten (10) business days of a denial by PEC, the new agency may appeal the PEC decision to the County Manager for a final decision on whether the new agency can join PSIP.

VIII. Procurement of additional PSIP Technology and Services.

A. PSIP Funded Technology and Services.

1. All PSIP technology and service acquisitions should be planned through a budgeting cycle.

2. Requests for PSIP funded technology and services should be submitted to the PSIP Manager by September 1st for consideration for the following fiscal year.

3. County IT will evaluate the requests and provide a technical recommendation, security review, and support impact to the PEC. County IT will also update a cost model to reflect how these additional costs will be allocated.

4. The PEC will vote to add the technology or services to the following fiscal year's budget.

B. Agency owned technology needing integration support.

1. Agencies should submit a request for an integration to be built and maintained by PSIP IT.

2. County IT will evaluate the request and provide a technical recommendation, security review, and support impact to the PEC. County IT will also update a cost model to reflect how these additional costs will be allocated.

3. The PEC will vote to add the interface to the PSIP portfolio and budget.

4. Any costs associated with the interface will be charged in accordance with the PSIP Cost Model.

IX. General Terms and Conditions.

A. Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Town:

Town Manager, Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

To County:

County Manager
200 College Street, STE 300
Asheville, NC 28801.

All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is received by the party sought to be charged with its contents.

B. Whole Agreement. This Agreement contains all of the agreements and

representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

C. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.

D. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.

E. Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

F. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

G. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, the day and year first above written.

TOWN OF BLACK MOUNTAIN

By: _____

COUNTY OF BUNCOMBE

By: _____

FY24 Budget			Allocation Model
Application Licensing	$	339,787.00	PerApplication
Staff Support	$	914,089.00	SupportModel
Travel & Training	$	10,000.00	UserBasis
Contracted Services	$	95,000.00	UserBasis / Variable
Infrastruture Refresh	$	100,000.00	UserBasis
Non Desc	$	11,139.00	UserBasis
Office Supplies & Postage	$	600.00	UserBasis
Base PSIP Budget	$	1,470,615.00	
System Migration Consultant	$	222,950.00	Percentage
Total Budget	**$**	**1,693,565.00**	

FY23 Budget $ 1,442,663.00

567131	608418.1368
294318	294318
	902736.1368

Application Licensing Detail

Application Licensing	Allocation Model		Cost		
ESRI	User	$	21,431.80		
FIREHOUSE	Direct	$	-		
DCI Terminal Access	RMS LEO	$	41,818.00		
Central Square	Central Square			$	251,715.35
Central Square RMS	RMS LEO	$	125,857.68		50%
Central Square JMS	Direct	$	37,757.30		15%
Central Square CAD	User/911 calls	$	88,100.37		35%
Leads Online	RMS LEO	$	24,402.82		
NotePage PageGate	Direct	$	419.06		
		$	**339,787.03**		

Contracted Services Detail

Vendor	Description	Budget		
Epsilon	24x7 ServiceDesk Support Services	$	15,000.00	
CJIS Audit	Bi-annual	$	30,000.00	
Consultant for PSIP System Migration Project	12 months + Startup costs	$	222,950.00	see PSNG proposal
Contingency		$	50,000.00	
		$	**317,950.00**	

Agency	# of Interfaces	# of LEO Positions	# of Users/Positions	CAD Calls	Travel & Training	Contracted Services	Infrastruture Refresh	Non Desc	Office Supplies	ESRI	DCI Terminal Access	Central Square RMS	Central Square JMS	Central Square CAD	Leads Online	NotePage PageGate	Infrastructure and Admin	RMS	JMS	CAD	Interface Support	PSIP Base Cost Subtotal		System Migration Consultant	TOTAL
Buncombe County Sheriff's Office (BCSO)	18	296	511	77,250	$ 3,154.32	$ 29,966.05	$ 31,543.21	$ 3,513.60	$ 189.26	$ 6,760.28	$ 16,000.00	$ 54,263.81	$ 37,757.30	$ 25,457.49	$ 11,919.53		$ 8,309.90	$ 160,220.92	$ 137,113.35	$ 59,430.42	$ 32,474.21	**$ 618,073.66**	**42%**	$ 93,703.11	**$ 711,776.77**
Asheville Police Department (APD)	12	238	310	85,430	$ 1,913.58	$ 18,179.01	$ 19,135.80	$ 2,131.54	$ 114.81	$ 4,101.15	$ 11,400.00	$ 44,610.77		$ 28,153.18	$ 9,583.95		$ 8,309.90	$ 129,806.01		$ 65,723.50	$ 21,649.48	**$ 364,812.68**	**25%**	$ 55,307.46	**$ 420,120.14**
Woodfin PD (WOPD)	5	22	26	6,415	$ 160.49	$ 1,524.69	$ 1,604.94	$ 178.77	$ 9.63	$ 343.97		$ 8,661.50		$ 2,114.04	$ 885.91		$ 8,309.90	$ 16,536.69		$ 4,935.23	$ 9,020.62	**$ 54,286.38**	**4%**	$ 8,230.09	**$ 62,516.47**
County 911 Communications	4		75	-	$ 462.96	$ 4,398.15	$ 4,629.63	$ 515.69	$ 27.78	$ 992.21	$ 12,600.00			$ -	$ -		$ 8,309.90			$ -	$ 7,216.49	**$ 39,152.82**	**3%**	$ 5,935.77	**$ 45,088.58**
County EMS	2		144	35,660	$ 888.89	$ 8,444.44	$ 8,888.89	$ 990.13	$ 53.33	$ 1,905.05	$ -			$ 11,751.64	$ -		$ 8,309.90			$ 27,434.16	$ 3,608.25	**$ 72,274.68**	**5%**	$ 10,957.21	**$ 83,231.89**
Asheville Fire Rescue (AFR)	10		293	20,565	$ 1,808.64	$ 17,182.10	$ 18,086.42	$ 2,014.65	$ 108.52	$ 3,876.25	$ -			$ 6,777.13	$ -		$ 8,309.90			$ 15,821.19	$ 18,041.23	**$ 92,026.02**	**6%**	$ 13,951.61	**$ 105,977.63**
County City Bureau of Identification (CCBI)	5		27	-	$ 166.67	$ 1,583.33	$ 1,666.67	$ 185.65	$ 10.00	$ 357.20	$ 1,800.00			$ -	$ -		$ 8,309.90			$ -	$ 9,020.62	**$ 23,100.03**	**2%**	$ 3,502.08	**$ 26,602.11**
Weaverville PD (WEPD)	5	17	20	4,953	$ 123.46	$ 1,172.84	$ 1,234.57	$ 137.52	$ 7.41	$ 264.59		$ 7,829.34		$ 1,632.25	$ 684.57		$ 8,309.90	$ 13,914.72		$ 3,810.47	$ 9,020.62	**$ 48,142.23**	**3%**	$ 7,298.61	**$ 55,440.84**
Buncombe Fire Deparments (BFD)	7		150	29,373	$ 925.93	$ 8,796.30	$ 9,259.26	$ 1,031.39	$ 55.56	$ 1,984.43	$ -			$ 9,679.78	$ -	$ 419.06	$ 8,309.90			$ 22,597.41	$ 12,628.86	**$ 75,687.86**	**5%**	$ 11,474.66	**$ 87,162.52**
County Pretrial Services & Justice Services	3		30	-	$ 185.19	$ 1,759.26	$ 1,851.85	$ 206.28	$ 11.11	$ 396.89	$ -			$ -	$ -		$ 8,309.90			$ -	$ 5,412.37	**$ 18,132.84**	**1%**	$ 2,749.03	**$ 20,881.87**
Black Mountain PD (BMPD)	5	33	34	7,692	$ 209.88	$ 1,993.83	$ 2,098.77	$ 233.78	$ 12.59	$ 449.80		$ 10,492.25		$ 2,534.87	$ 1,328.87		$ 8,309.90	$ 22,305.04		$ 5,917.65	$ 9,020.62	**$ 64,907.84**	**4%**	$ 9,840.36	**$ 74,748.20**
	76	**606**	**1620**	**267338**	**$ 10,000.00**	**$ 95,000.00**	**$ 100,000.00**	**$ 11,139.00**	**$ 600.00**	**$ 21,431.80**	**$ 41,800.00**	**$ 125,857.68**	**$ 37,757.30**	**$ 88,100.37**	**$ 24,402.82**	**$ 419.06**	**$ 91,408.90**	**$ 342,783.38**	**$ 137,113.35**	**$ 205,670.03**	**$ 137,113.35**	**$ 1,470,597.03**	**1.00**	$ 222,950.00	**$ 1,693,547.03**
					by User	by User	by User	by User	by User	by User	Direct	By Leo + Agency $5k	Direct	by CAD Calls	by Leo	Direct	By Agency	LEO + Agency $5k	Direct	by CAD Calls	by Interface				

	BASE PSIP Budget	Consultant Costs	FY24 Total	
BC	$ 770,734.02	$ 116,847.20	**$ 887,581.22**	**52%**
CoA	$ 456,838.70	$ 69,259.07	**$ 526,097.77**	**31.1%**
Woodfin PD	$ 54,286.38	$ 8,230.09	**$ 62,516.47**	**3.7%**
Weaverville PD	$ 48,142.23	$ 7,298.61	**$ 55,440.84**	**3.3%**
Black Mountain PD	$ 64,907.84	$ 9,840.36	**$ 74,748.20**	**4.4%**
County Fire	$ 75,687.86	$ 11,474.66	**$ 87,162.52**	**5.1%**
Total	**$ 1,470,597.03**	**$ 222,950.00**	**$ 1,693,547.03**	**100%**

$	808,828.37	55
$	661,768.66	45

46500

23000 FDs

	RMS	JMS	CAD	$ 305,547.00
	50	15	35	

Support Model

	Infrastructure and Admin	App Support	Interface Support	
% Support	10	75	15	100
Method	By Agency	App Support Model	by Interface	

Budget $ 914,089.00

Application Support Model

	FireRMS	RMS	JMS	CAD	
%Support	0	50	20	30	100
Method	Direct	LEO	Direct	User	

		PSIP Costs		CDE Costs		Total
Buncome County	$	887,581.22	$	522,057.43	$	1,409,638.65
City of Asheville	$	526,097.77	$	202,118.72	$	728,216.49
Woodfin PD	$	62,516.47	$	58,613.10	$	121,129.57
Weaverville PD	$	55,440.84	$	53,862.03	$	109,302.87
Black Mountain PD	$	74,748.20	$	57,576.57	$	132,324.77
County Fire	$	87,162.52			$	87,162.52
	$	**1,693,547.03**	**$**	**894,227.85**	**$**	**2,587,774.88**

FY24 Requested Budget	Amount
CDE	$ 936,477.00

CDE Services

Name Records Management
Citations Entry/Name Candidating
Process Entry (Local and State)
Arrests Entry
Booking Entry
Pawn Transaction Entry

Population Estimate 2021	Estimate	Percent
Asheville	94,067	34.64%
Black Mountain	8,452	3.11%
Weaverville	4,631	1.71%
Woodfin	8,010	2.95%
Unincorporated BC	154,080	56.74%
Other Municipalities	2,294	0.84%
Total Buncombe	271,534	100.0%

https://www2.census.gov/programs-surveys/popest/datasets/2020-2021/cities/totals/sub-est2021_37.csv

Current Model

Jurisdiction	% of cost share	Cost Share
City of Asheville	45%	$ 421,414.65
Buncombe County	55%	$ 515,062.35

STAFF RECOMMENDED

Modified Service Use Model

Jurisdiction in Buncombe County	Master Name/Involvements	Arrest Entry	Booking Entry	Population	Average Services + Pop	Cost Share
Buncombe County Sheriff's Office	20.00%	46.24%	100.00%	56.74%	55.75%	$522,057.43
Asheville Police Department	20.00%	31.69%	0.00%	34.64%	21.58%	$202,118.72
Woodfin Police Department	20.00%	2.09%	0.00%	2.95%	6.26%	$58,613.10
Black Mountain Police Department	20.00%	1.48%	0.00%	3.11%	6.15%	$57,576.57
Weaverville Police Department	20.00%	1.30%	0.00%	1.71%	5.75%	$53,862.03
CDE (Non PSIP Agency Entry)	0.00%	17.20%	0.00%	0.84%	4.51%	$42,249.15
Total	100%	100%	100%	100%	100%	$ 936,477.00

Arrests

Jurisdiction in Buncombe County	Arrests Entered	% of Arrests
Buncombe County Sheriff's Office	2,062	46.24%
Asheville Police Department	1,413	31.69%
Woodfin Police Department	93	2.09%
Black Mountain Police Department	66	1.48%
Weaverville Police Department	58	1.30%
CDE (Non PSIP Agency Entry)	767	17.20%
Total	4,459	100.00%

STATE OF NORTH CAROLINA

SERVICE & COST SHARE AGREEMENT
BUNCOMBE COUNTY AND TOWN OF BLACK MOUNTAIN

This Service Agreement ("Agreement") made and entered into this ___ day of April 2024, by and between the County of Buncombe, a body politic and corporate, organized, and existing under the laws of the State of North Carolina ("County") and the Town of Black Mountain, a municipal corporation, also organized and existing under the laws of the State of North Carolina ("Town"). (Town and County are hereinafter collectively referred to as "Parties" and individually as "Party")

W I T N E S S E T H

WHEREAS, under N.C. Gen. Stat. § 153A-11 through § 153A-13 counties are authorized to enter into contracts and under N.C. Gen Stat. § 160A-17, towns are likewise authorized to enter into contracts; and

WHEREAS, the Parties to this Agreement are also partners in the Western North Carolina Public Safety Interoperability Program (PSIP) through which the County provides criminal justice and public safety data entry services to its PSIP partners, through the Centralized Data Entry (CDE) division of the Buncombe County Bureau of ID; and

WHEREAS, this Agreement establishes the Parties' rights and obligations with respect to CDE and data entry services provided by the County to the Town.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the Parties hereby agree to the following:

I. Roles and Responsibilities

a. No Joint Agency. No joint agency is created by this Agreement. The County shall have the sole authority and responsibility to employ and supervise personnel providing the CDE services described in this Agreement .

b. County Responsibilities. CDE shall provide timely and accurate data entry services, including but not limited to:

i. Maintaining all name records and name alerts in the records management system ("RMS").
ii. Responding to inquiries from law enforcement agencies regarding processes and name record information.
iii. Entering data associated with all arrests and legal processes initiated by law enforcement, magistrates, clerks of court, and judges into local RMS.
iv. Initiating detention facility bookings.
v. Entering data associated with all pawn transactions.
vi. Ensuring that all non-digital citations are entered into RMS/eCitations and mobile name candidating.
vii. Ensuring all non-support, 50B protection order, and ex-parte civil processes are correctly entered into RMS.

viii. Providing eWarrant requisition numbers to Town law enforcement officers upon arrest or upon issuance of a criminal process.

c. Town Responsibilities. The Town shall provide timely and accurate data to CDE, including but not limited to:

i. Updating master name file when making an arrest or requesting the issuance of legal process.
ii. Updating master name file when serving a legal process.
iii. Contacting CDE to verify existing legal process status.
iv. Delivering paper citations to the CDE drop box.
v. Delivering non-support, 50B protection order, and ex-parte civil processes to CDE.
vi. Delivering paper pawn transactions to CDE.

II. Ad Hoc Requests. In support of the services described in Section I(b) of this Agreement, CDE will respond to related requests submitted by the Town. Such requests by the Town must be submitted to the CDE Supervisor who will review the request with the Department Head and coordinate with the Town to determine how the request will be addressed.

III. Cost Share.

a. The Town shall be responsible for paying its proportional share of the costs as determined by the Cost Model developed by the County. CDE costs which shall be a function of three CDE service areas: RMS master name record entry and maintenance, arrest data entry, and booking data entry. A copy of the FY 2025 Cost Model based on the methodology set forth below is attached as Exhibit A to this Agreement and incorporated herein.

b. Each fiscal year, the Cost Model will be reviewed and may be amended based on updated factors. The County shall present any preliminary amended Cost Model to the Town Manager/Administrator by November 1 of each successive year and a final amended Cost Model by April 1 of each successive year.

c. CDE service areas shall be quantified as follows:

i. RMS master name record entry and maintenance: the number of sworn law enforcement Public Safety Interoperability Program ("PSIP") users.
ii. Arrest data entry: the number of arrests entered in RMS by CDE on behalf of the law enforcement agency. Cost associated with arrests entered on behalf of non-PSIP agencies are covered by the County.
iii. Booking data entry: the number of bookings entered in RMS by CDE on behalf of the Buncombe County Sheriff's Office.

d. The County shall invoice the Town quarterly for its share of CDE costs. The Town shall remit payment for its share of CDE costs to the County within thirty (30) days of receipt of the invoice.

IV. Term. This Agreement shall have an initial term of July 1, 2024, until June 30, 2025, and shall thereafter automatically renew for one (1) year renewal terms ("Renewal Term") running from July 1 until June 30 of successive years, if not earlier terminated, in accordance its provisions.

V. Termination. This Agreement may be terminated only if the PSIP is terminated or if the Town or County discontinues its participation in the PSIP. If the PSIP is terminated and/or one or both Parties discontinue participation in the PSIP, the Town shall remain liable to the County for its share of CDE costs under Section III, above, unless and until the County ceases providing data entry services to the Town.

VI. Amendments. None of the terms of this Agreement shall be amended or modified to any extent, except by written instrument executed by both parties.

VII. Miscellaneous

a. This Agreement supersedes any previous agreements between the County and the Town concerning the provision and cost-share of criminal justice and public service data entry services by the County to the Town.

b. Notice. All notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Town:	To County:
Town Manager	County Manager
Town of Black Mountain	Buncombe County
160 Midland Avenue	200 College Street, STE 300
Black Mountain, NC 28711	Asheville, NC 28801

All such notices and other communications which are addressed as provided in this paragraph shall be effective upon receipt. The parties hereto may, from time to time, change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is received by the party sought to be charged with its contents.

c. Disputes.

i. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

ii. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby

agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

d. Whole Agreement. This Agreement contains all agreements and representations between the parties with respect to the subject matter hereof.

e. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.

f. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.

g. Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

h. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of the Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

i. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference; they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Service and Cost Share Agreement to be executed in their respective names, the day and year first above written.

Buncombe County	Town of Black Mountain
_____	_____
Avril Pinder County Manager	Josh Harrold Town Manager

Centralized Data Entry Cost Model

Average Staff Time Spent per CDE Service	Service -- RMS Master Name Records		Service - Arrest Entry		Service- Booking Entry		Total Cost Share	
	44%		28%		28%			
Jurisdiction in Buncombe County	Sworn Officers (PSIP Budgeted Positions)	$412,024.80	Arrest Counts	$262,197.60	Booking Entry	$262,197.60		
Buncombe County Sheriff's Office	*262*	$186,765.57	3957	$117,021.87	100%	$262,197.60	**$565,985.04**	**60.4%**
Asheville Police Department	*238*	$169,657.27	3073	$90,879.00	0%	$0.00	**$260,536.27**	**27.8%**
Woodfin Police Department	*23*	$16,395.45	195	$5,766.81	0%	$0.00	**$22,162.26**	**2.4%**
Black Mountain Police Department	*36*	$25,662.44	173	$5,116.19	0%	$0.00	**$30,778.64**	**3.3%**
Weaverville Police Department	*19*	$13,544.07	88	$2,602.46	0%	$0.00	**$16,146.53**	**1.7%**
CDE (Non PSIP Agency Entry, No RMS Access)	0	$0.00	1380	$40,811.27	0%	$0.00	**$40,811.27**	**4.4%**
Total	**578**	**$412,024.80**	**8,866**	**$262,197.60**	**100%**	**$ 262,197.60**	**$936,420.00**	**100.0%**

CDE Budget $ 936,420

Numbers are subject to change based on the number of sworn officer users in RMS, the number of arrests entered into RMS, and overall CDE budget.

Sworn Officers (PSIP Budgeted Postion) counts are based on RMS user numbers from Buncombe County IT at the time of cost model update.

Arrest counts are pulled from RMS for the previous fiscal year.

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, *Recreation & Parks Director*

MEETING DATE: April 8, 2024

AGENDA SECTION: NEW BUSINESS **ITEM: 9A**

DEPARTMENT: Recreation & Parks

TITLE OF ITEM: Charles D Owen Babe Ruth MOU

SUGGESTED MOTION(S):
To approve as presented.

SUMMARY:

Charles D Owen Babe Ruth as requested revisions to their current MOU to add temporary batting cages and a storage building at Veteran's Park.

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: MOU Document

MEMORANDUM OF UNDERSTANDING
Between
CHARLES D. OWEN BABE RUTH
and
THE TOWN OF BLACK MOUNTAIN

1. Facility Usage
The Town of Black Mountain agrees to provide Charles D. Owen Babe Ruth with access to baseball/softball fields at Veteran's Park for practices and games throughout their season at no cost. This access is subject to availability, ensuring it does not conflict with previously scheduled Town-sponsored events, programs, or leagues. Scheduled practices or games shall not interfere with Town activities, and Town-sponsored events shall take precedence over third-party usage.

2. Scheduling
Charles D. Owen Babe Ruth shall provide notice of season start and end dates no less than 30 days prior to the first official practice. A full schedule of practices and games, including dates, times, and rain dates, shall be provided no less than 15 days before the first official game.

3. Field Maintenance/Management
Responsibilities for field maintenance and management are delineated as follows:

- Black Mountain Public Works shall handle tasks such as fertilizing, seeding, mowing, dragging, and base placement.
- Charles D. Owen Babe Ruth is responsible for infield preparation, including lining, batter's boxes, and pitching mounds/circles.
- Any alterations to the physical integrity of the fields must be conducted solely by authorized personnel from the Black Mountain Public Works or Recreation and Parks Department.

4. Structures
The maintenance and ownership of certain structures are allocated as follows:

- The Black Mountain Public Works Department will oversee backstops, outfield fences, bleachers, lighting, scoreboard, and maintenance of the score booth and concession stand.
- Charles D. Owen Babe Ruth will handle cleaning of the score booth and concession stand, and the storage and installation of portable pitcher's mounds.
- Temporary batting cages may be installed with the assistance of the Black Mountain Public Works Department, owned by Charles D. Owen Babe Ruth, and stored by the Town during the off-season, November through March of each year. Batting cages will be located on the right and left field lines of fields 1 and 2.
- The batting cages will be available to public when Charles D. Owens is not using the batting cages during scheduled practices or games.
- Charles D. Owen Babe Ruth may install a storage building between fields 2 & 3, which they will own and operate, releasing the Town of Black Mountain from liability.

5. Garbage/Litter Pick-Up
The Black Mountain Public Works Department will manage parking lot litter pick-up, trash can emptying, and recycling pick-up as needed. Charles D. Owen Babe Ruth is responsible for ball field area litter and trash cans on game days and practice days. Failure to uphold cleanliness standards may result in charges and potential termination of park usage.

6. Vehicle/Equipment Usage
Charles D. Owen Babe Ruth is not authorized to use specific equipment such as the Gator, drags, and tractors.

7. Game Day and Practice Operations
Supervision by Charles D. Owen Babe Ruth during facility use is mandatory. In emergencies, contacting emergency personnel is prioritized, followed by the Recreation and Parks on-call staff.

8. Parking
During games and practices, vehicles must park in designated areas without obstructing entrances or exits.

9. Participation Reporting
Charles D. Owen Babe Ruth must provide a detailed report of league participation, including participant addresses, gender distribution, and scholarship totals, at the end of each season.

10. Financing
The Town of Black Mountain allocates $9,000 annually for field upkeep and maintenance, and $2,000 for ballfield supplies.

11. Financial Reporting
Charles D. Owen Babe Ruth must comply with S.L. 2012-169, providing financial statements upon request for public funds exceeding $5,000.

12. Insurance
Charles D. Owen Babe Ruth must provide a liability insurance policy naming the Town of Black Mountain as additionally insured for $1,000,000.00.

13. Indemnity
Charles D. Owen Babe Ruth agrees to hold harmless The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks from any claims arising from facility use.

14. Inclement Weather
Decisions regarding playability during inclement weather are made by Black Mountain Public Works and/or Recreation and Parks by 3pm on the day of the scheduled practice or game.

15. Background Checks
Charles D. Owen Babe Ruth shall conduct background checks on all volunteer coaches and league officers, adhering to national standards, and submit results to the Town upon completion.

16. Acknowledgement
Charles D. Owen Babe Ruth acknowledges the Town of Black Mountain as a partner in press and grant materials related to league activities and park usage.

17. Review and Revision
This agreement shall be reviewed annually, with proposed revisions submitted by both parties by December 1.

Signed:

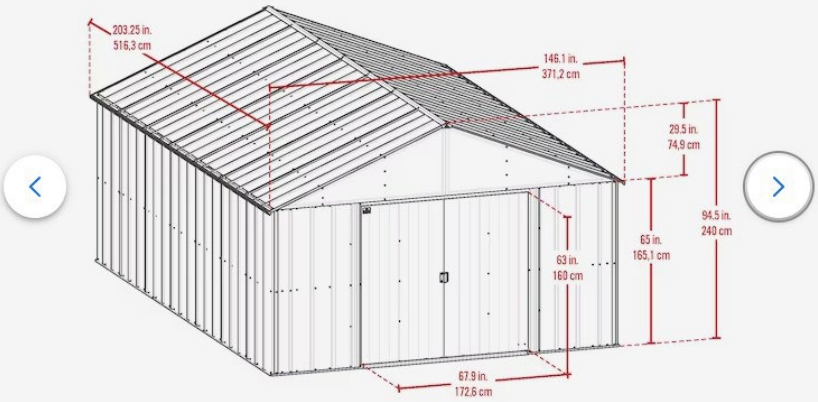
_____

Charles D. Owen Babe Ruth Representative Date

_____

Town of Black Mountain Representative Date

ARROW STORAGE PRODUCTS	Classic series	12 x 17 ft. 3,7 x 5,2 m	Models: CLG1217CC, CLG1217FG & CLG1217BG



Batting Cage 2
Future Batting Cage 3
Batting Cage 1
Future Batting Cage 4
Proposed Storage Building Site

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Brent Miller, *Pro Shop Manager* **MEETING DATE:** April 8, 2024

AGENDA SECTION: NEW BUSINESS **ITEM: 9B** **DEPARTMENT:** Golf Pro Shop

TITLE OF ITEM: 2024 Golf Rates Adjustment

SUGGESTED MOTION(S):
I move that the Council adopt the 2024 golf rates as presented to begin on May 1, 2024 and end on April 30, 2025.

SUMMARY:

Due to the rising cost of all things related to maintaining the course, we need to adjust golf rates to keep up with these costs. Included is a list of our competitor's rates, which you will find are still higher than the increase we are asking for today. The rates presented are an average of a 5% increase over last year.

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:

- **I.** 2024 RATE PROPOSAL TO TAKE EFFECT 5/1/24
- **II.** COMPETITOR'S MEMBERSHIP RATES
- **III.** COMPETITOR'S DAILY RATES
- **IV.** RESOLUTION TO APPROVE RATES EFF. 5/1/24

2024 Rate Proposal To Take Effect 5/1/24

2024 Proposed Annual Pass Rates

Family	$2300 ($2200)
Individual	$1550 ($1500)

2024 Proposed Cart Fees

Ride 18	$22.43 ($24 with tax)
Ride 9	$12.15 ($13 with tax)

*Riding (Cart Fee) is required on weekends (Friday-Sunday) before 12pm by all non pass holder players 5/1 thru 9/30. Walking will be allowed anytime 10/1 to 4/31. Pass holder players can walk anytime.

2024 Proposed Greens Fees

Weekday (Monday – Thurs)

Ride 18	$52 ($50)
Ride 9	$30 (After 11am)
Walk 18	$28
Walk 9	$17

Weekend (Friday, Saturday and Sunday)

Ride 18	$62 ($60)
Ride 9	$35 (After 11am)
Walk 18	$38
Walk 9	$22

Senior Riding 18 Only (Mon-Thursday Only;60 and older) $45 ($42)

Weekday Twilight After 1pm

Ride 18	$38 ($35)
Ride 9	$23
Walk 18	$25
Walk 9	$13

Weekend Twilight After 1pm

Ride 18	$45 ($42)
Ride 9	$25
Walk 18	$30
Walk 9	$15

Player's Pass Program

The Player's Pass will be $200 for the year and good until December 31st, 2024. A round is included the day of the purchase and then allows the golfer $10 off the rack rate (highest rate of the day) every time they play until December 31st, 2023. If the rack rate is $52 during the week, the Player's Pass holder will play for $42. Weekends would be $62 so the pass holder will play for $52. The discount is not eligible for any other rate (senior, 9-hole, twilight, walking) we offer other than the rack rate.

Competitors Membership Rates 2024

Reems Creek Golf Membership (semi-private)

Single $2500
Family $3000

Cart Fees
Trail Fee Single $1000 Family $1600 (Bring your own cart)
18 Hole Cart $25
9 Hole Cart $17

Mimosa Hills Golf Membership (semi-private)

Individual $3180 + $300 Initiation Fee
Family $3780 + $300 Initiation Fee
Out of County Individual $1800 First Year, $2400 Second year

Cart Fees
18 Hole Cart $21
9 Hole Cart $11

Etowah Golf Membership (public)

Individual $3120 + $500 Initiation Fee
Family $3720+ $500 Initiation Fee
Non Resident (60 Miles Away) $2400 + $500 Initiation Fee
Young Professional (39 years and younger) $2760 + $500 Initiation Fee

Cart Fees

$23 Per Player (9 or 18)

Asheville Golf Course Membership (public)

Individual $1600
Family $2200
Senior (mon-thurs only) $900

Cart Fees

18 Hole Cart $Adjusting after work is complete
9 Hole Cart $Adjusting after work is complete
Member Walking Fee $2 each time

Connestee Falls (semi-private)

Individual $2550
Family $3500

Cart Fees

18 Hole Cart $24
9 Hole Cart $15

Rumbling Bald Resort (resort)

Individual $3000
Family $4920

Broadmoor Golf Membership (public)

Not Available – Daily Fee Only

Daily Rates For Our Competitors As Of 3/22/24

Course Name	Weekday	Weekend	
Broadmoor	"Dynamic Pricing" Rates Change Constantly		
Reems Creek	$65.00	$75.00	Public can book after 12 only and ı
Asheville	$53.00	$62.00	
Etowah	$59.00	$65.00	
Bald Mountain	$72.00	$82.00	
Apple Valley	$82.00	$92.00	
Mimosa Hills	$100.00	$100.00	
Connestee Falls	$55.00	$65.00	After 11am to the public
Black Mountain	**$50.00**	**$60.00**	(current)

A motion was made by Council Member _____ to approve the following resolution. A vote of _____ in favor.

RESOLUTION TO APPROVE BLACK MOUNTAIN GOLF COURSE RATES EFFECTIVE MAY 1, 2024

Resolution #R-24-___

WHEREAS, there is a need to amend the Black Mountain Golf Course before incorporating them into a new budget cycle for approval; and

WHEREAS, town staff has researched and compared rates of competitor golf courses in the area, in order to propose the amended rates for Black Mountain Golf Course to remain competitive with neighboring courses of similar size and to keep up with the costs of maintaining the golf course.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the following rates are for the Black Mountain Golf Course are approved and will become effective May 1, 2024 and valid through April 30, 2025:

2024 Annual Pass Rates

Family	$2300 ($2200)
Individual	$1550 ($1500)

2024 Cart Fees

Ride 18	$22.43 ($24 with tax)
Ride 9	$12.15 ($13 with tax)

*Riding (Cart Fee) is required on weekends (Friday-Sunday) before 12pm by all non pass holder players 5/1 thru 9/30. Walking will be allowed anytime 10/1 to 4/31. Pass holder players can walk anytime.

2024 Greens Fees

Weekday (Monday – Thurs)		Weekend (Friday, Saturday and Sunday)	
Ride 18	$52 ($50)	Ride 18	$62 ($60)
Ride 9	$30 (After 11am)	Ride 9	$35 (After 11am)
Walk 18	$28	Walk 18	$38
Walk 9	$17	Walk 9	$22

Senior Riding 18 Only (Mon-Thursday Only; 60 and older) $45 ($42)

Weekday Twilight After 1pm		Weekend Twilight After 1pm	
Ride 18	$38 ($35)	Ride 18	$45 ($42)
Ride 9	$23	Ride 9	$25
Walk 18	$25	Walk 18	$30
Walk 9	$13	Walk 9	$15

BE IT FURTHER RESOLVED that the following "Player's Pass Program" is approved:

Player's Pass Program

The Player's Pass will be $200 for the year and good until December 31st, 2024. A round is included the day of the purchase and then allows the golfer $10 off the rack rate (highest rate of the day) every time they play until December 31st, 2023. If the rack rate is $52 during the week, the Player's Pass holder will play for $42. Weekends would be $62 so the pass holder will play for $52. The discount is not eligible for any other rate (senior, 9-hole, twilight, walking) we offer other than the rack rate.

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of ___ to ____ on this 8th day of April 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Wesley Barker, *Town Clerk*	**MEETING DATE:**	April 8, 2024
AGENDA SECTION:	NEW BUSINESS	**DEPARTMENT:**	Administration
AGENDA ITEM NUMBER:	**9C**		
TITLE OF ITEM:	Consideration of Adoption of Electronic Records and Imaging Policy & Procedures – *Wesley Barker, Town Clerk*		

SUGGESTED MOTION(S):

I move that Council adopt the Electronic Records and Imaging Policy & Procedures as presented.

SUMMARY:

The North Carolina Department of Natural and Cultural Resources (NC DNCR) is the state agency which provides direction to record retentions of local/state government agencies. This includes production of the Municipal Records Retention & Disposition Schedule that is updated every few years and subsequently approved by the Town Council. The Town has adopted the most current Schedule which was published October 1, 2021. This retention schedule is essentially the Town's official guide on retention of records across all departments which includes how long to keep records on file, what records should be retained permanently, and how records should be destroyed when their retention period ends. Currently, when records are ready to be disposed of, they are documented by the Town Clerk and kept on file to ensure: 1) compliance with the retention & disposition schedule and 2) keeping track of what is destroyed in the event we are asked to produce a record(s) that was destroyed, but met the retention period.

The purpose of this Electronic Records and Imaging Policy is to follow guidelines established by the NC DNCR which requires a local government entity to have an approved policy in place if they wish to store electronic records in lieu of retaining duplicate paper copies. Further, having this policy in place increases the reliability and accuracy of records stored in information technology systems and ensures they will be accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the agency's in-house scanning and server stored imaging system, which reduces required storage space for original documents as the agency transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

As you will see from the attached draft policy, it is a detailed written policy for the Town covering all aspects of guidelines provided by NC DNCR. The draft policy has been reviewed by officials at NC DNCR and they have confirmed it meets necessary requirements. Further, the Town's current IT provider, Advanced Data, has reviewed the policy and has no issues.

By adopting and following this policy, as well as the Record Retention Disposition Schedule, the Town will continue to stay in compliance with NC Public Record Law.

BUDGET
IMPACT: N/A

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

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

ATTACHMENTS:

- **I.** DRAFT Electronic Records and Imaging Policy & Procedures
- **II.** Resolution Approving Adoption of the Policy

Electronic Records and Imaging Policy & Procedures

Town of Black Mountain

Adopted by Town Council: _____
Reference: Resolution #: R-24-___

The North Carolina Department of Natural and Cultural Resources requires that any agency that images its records as part of its records retention practices sign this policy after tailoring it to meet agency needs. This policy is also a requirement for agencies maintaining electronic records that have retention periods of ten or more years. <u>When completing this policy, delete portions that are bold and in brackets; these sections either contain optional language or are intended for guidance purposes only.]</u>

Subject: _____ Policy Number: _____
Effective date: _____ Modified date: _____

Type of Government Office: ☐ County ☐ Municipal ☐ State Agency ☐ Other*
For Other, enter name of "parent" agency
unless unassigned: _____
County/Municipality/Agency: _____
Name of Office: _____
Office Address: _____
Phone: _____ Fax: _____ Email: _____

*Includes assigned and unassigned offices (authorities, boards, bureaus, commissions, councils, private/public hybrid entities, etc.)

DRAFT

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1. Purpose

The records covered by this policy are in the custody of the Town of Black Mountain and are maintained for the benefit of agency use in delivering services and in documenting agency operations. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication *Guidelines for Managing Trustworthy Digital Public Records.*[1] Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the agency's in-house scanning and server stored imaging system, which reduces required storage space for original documents as the agency transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The form provided in Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*, is completed and submitted to the Department of Natural and Cultural Resources whenever this agency wishes to dispose of a series of paper records that have been digitized.

This policy will supersede any electronic records system policy previously adopted. This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at the Department of Natural and Cultural Resources.

2. Responsible Parties

- Town Clerk
- Town Manager
- IT Contractor/Software Vendor
- Records Creators

Town Clerk

Responsibilities include:

1. Determining access rights to the system
2. Approving system as configured by IT

[1] https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines/guidelines-managing-trustworthy

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Town Manager

Responsibilities include:

1. Ensuring training of records creators
2. Periodically auditing imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed
3. Providing opportunities for training on equipment and software.

IT Contractor/ Software Vendor

Responsibilities include:

1. Installing and maintaining equipment and software
2. Configuring the system according to agency needs, including creating and testing applications and indexes
3. Controlling permission rights to the system
4. Maintaining documentation of system hardware and software
5. Establishing audit trails that document actions taken on records stored by the information technology system
6. Providing backups for system records and recovering deleted imaged records when necessary
7. Completing a disaster recovery plan review at least once every two years
8. Conducting any necessary batch conversions or batch renaming of imaged records.
9. Providing data transfers, establishing naming conventions, and securing data.

Records Creators

Responsibilities include:

1. Attending and signing off on training conducted by IT staff or by the Department of Natural and Cultural Resources
2. Creating passwords for computers that are long, complex, and frequently changed
3. Creating and managing electronic records in their purview in accordance with the policies and other guidance issued by the Department of Natural and Cultural Resources and complying with all IT security policies
4. Reviewing system records annually and purging records in accordance with the retention schedule
5. Guaranteeing that records, regardless of format, be retained for the period of time required by local records retention schedules
6. Carrying out day-to-day processes associated with the agency's imaging program, including:
    - Designating records to be entered into the imaging system
    - Noting confidential information or otherwise protected records and fields
    - Removing transitory records from the scanning queue
    - Completing indexing guide form for each record being scanned
    - Reviewing images and indexing for quality assurance
    - Naming and storing the scanned images in designated folders
    - Once approved, destroying or otherwise disposing of original records in accordance with guidance issued by the Department of Natural and Cultural Resources

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3. Availability of System and Records for Outside Inspection

The Town recognizes that the judicial system may request pretrial discovery of the information technology system used to produce records and related materials. Agency personnel will honor requests for outside inspection of the system and testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must continue to exist when litigation, government investigation, or audit is pending or imminent, or if a court order may prohibit specified records from being destroyed or otherwise rendered unavailable.

In order to lay a proper foundation for the purposes of admitting the agency's electronic records into evidence, the agency will be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- Procedural manuals
- System documentation
- Training documentation
- Audit documentation
- Audit trails documenting access permission to records

The agency will also honor inspection and copy requests pursuant to N.C. G.S. § 132. The agency should produce the records created and used in the course of business, maintaining established folder structure as applicable. The agency should produce records in any format it is capable of producing if asked by the requesting party; however, the agency is not required to create or compile a record that does not already exist. If it is necessary to separate confidential from non-confidential information in order to permit the inspection or copying of the public records, the public agency will bear the cost of such separation.

4. Maintenance of Trustworthy Electronic Records

- Produced by Methods that Ensure Accuracy
- Maintained in a Secure Environment
- Associated and Linked with Appropriate Metadata
- Stored on Media that are Regularly Assessed and Refreshed

Produced by Methods that Ensure Accuracy

All platforms used by the agency to create and manage electronic records, including e-mail clients, social media platforms, and cloud computing platforms, conform with all Department of Natural and Cultural Resources policies and all applicable IT security policies.

Electronic files are named in accordance with the Best Practices for File Naming published by the Department of Natural and Cultural Resources. Currently, all electronic documents and records reside on a Windows server with a shared file system. J-folders are used to organize function specific storage of records.

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Electronic files are saved in formats that comply with DNCR's File Format Guidelines for Management and Long-Term Retention of Electronic Records. Three file formats used by the Town are identified as standard by DNCR, are well supported and have robust metadata support. Specifically, the Town of Black Mountain uses the .PDF file format.

Maintained in a Secure Environment

Security of the system and the records it holds is maintained in the following ways:

- Access rights are managed by the IT department and are assigned by a supervising authority to prevent unauthorized viewing of documents.
- Data creators must organize and name file systems in such a way to identify confidentiality of the documents.
- Folders with confidential information are restricted, and access rights to confidential data are carefully managed. Confidential material is redacted by the record creators at the time the documents are added or scanned into the file system before it is shared or otherwise made available.
- Physical access to computers, disks, and external hard drives is restricted.
- All system passwords are kept in secure off-site storage.

Associated and Linked with Appropriate Metadata

Metadata is maintained alongside the record. At a minimum, metadata retained includes file creator, date created, title (stored as the file name), and when appropriate, cell formulae and e-mail header information. Employees are not instructed to create metadata other than metadata that is essential for a file's current use and/or retention.[2]

Stored on Media that are Regularly Assessed and Refreshed

Data is converted to new usable file types as old ones become obsolete. The following steps are taken to ensure the continued accessibility of records kept in electronic formats:

- Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media.
- Media is refreshed every three to five years. The agency documents when and how records are transferred from one storage medium to another. Once the new media has been sampled to assure the quality of the transfer, the original media may be destroyed according to the guidelines of 07 NCAC 04M .0510.
- Active records are periodically migrated to new file types, particularly when a new information technology system requires that they be brought forward in order to render the file properly.
- Metadata is maintained during transfers and migrations.
- Storage media are maintained in a manner and in an environment that promotes bit-level preservation. Room temperature is set between 65° F to 75° F. The agency adheres to the media manufacturer's recommendations for specific environmental conditions in which the media should be stored.
- Whatever media is used to store data is clearly labeled with enough information that its contents can be determined (e.g., data stored on a server should be indexed).

[2] For more information, see DNCR's guidance document *Metadata as a Public Record in North Carolina: Best Practices Guidelines for Its Retention and Disposition* https://archives.ncdcr.gov/metadata-public-record-north-carolina-best-practices-guidelines-its-retention-and-disposition/open

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5. Components of Information Technology System

- Training Programs
- Audit Trails
- Audits

Training Programs

The Town will conduct training for system use and electronic records management, using material published by the Department of Natural and Cultural Resources when appropriate. All employees will be made aware of system procedures and policies and trained on them; employees will acknowledge by initialization or signature that they are aware of the policies and have received training on them. When appropriate, employees will also attend trainings offered by the Department of Natural and Cultural Resources on the maintenance of electronic records. Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs, and other relevant information.

Audit Trails

At a minimum, the IT department will maintain documentation on who has read and/or write permission to files maintained by the agency. Ideally, a log of activities on the system is maintained, which shows who accessed the system, how and by whom records were created and modified, and whether standard procedures were followed.

Audits

Audits are designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits are conducted regularly by Town staff, at least annually.

6. Documentation of Information Technology System

- System Design
- Retention of System Documentation

System Design

The Town of Black Mountain, through its contracted IT service provider, Advanced Data, maintains documentation that describes system procedures, practices, and workflows. This documentation also identifies system software and hardware and captures the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It explains how the system operates from a functional user and data processing point of view. Documentation is reviewed and updated by our IT contractor annually or upon implementation of a new information technology system. Such documentation maintained by the Town includes:

- Procedural manuals
- System documentation
- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- Service level agreements for contracted information technology services

Retention of System Documentation

One set of all system documentation will be maintained during the period for which the records produced by the process or system could likely be subject to court review and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the Town of Black Mountain's adopted records retention schedule.

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7. Digital Imaging Program Documentation and Procedures

- System and Procedural Documentation
- Training
- Indexing and Metadata
- Auditing and Audit Trails
- Retention of Original and Duplicate Records

System and Procedural Documentation

The IT Contractor is responsible for preparing and updating detailed procedures that describe the process followed to create and manage imaged electronic records. This documentation will include a description of the system hardware and software. A current procedural manual will be maintained to ensure the most current steps are followed and to ensure reliable system documentation will be available for judicial or similar proceedings.

Each workstation designated as a scanning station will have, at a minimum, the following hardware and software, unless the scanner is collocated by means of a network interface:[3]

- Document/image scanner authorized by IT Contractor.
- Driver software for scanner authorized by IT Contractor.
- Imaging software authorized by IT Contractor.
- Instructions manual, maintained by IT staff, describing in detail the steps required in the scanning process. This manual will also define:
    - The resolution of scanned images, as well as any compression standard used
    - The file formats of scanned images
    - The file naming conventions used for scanned images
    - Whether batch conversion or batch file re-naming will be necessary, and what tool is used for such conversions

Training

Only designated staff that have been formally trained and have signed off on training documentation on the use of the imaging software and equipment will be allowed to scan records. Components of the training will include basic techniques for image capture, indexing, quality control, security configuration, auditing, use of equipment, and general system maintenance. Permissions to image and index records will not be assigned until the user has been trained. If a user improperly indexes or scans a document, the Town Clerk will address this occurrence with the user, and remedial training will be required.

Indexing and Metadata

All imaged records must be indexed in order to facilitate efficient retrieval, ease of use, and up-to-date information about the images stored. This index should capture the content, structure, and context of the imaged records and will be developed by IT staff prior to the implementation of any imaging system. Metadata will be maintained in accordance with the guidelines provided in Section 4, *Maintenance of Trustworthy Electronic Records*.

[3] If your scanner is networked, you will only have one response to each of the first three items. If you have separate workstations throughout your agency, we recommend an inventory that specifies the equipment and software used at each workstation.

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Auditing and Audit Trails

Staff trained to conduct imaging will conduct a quality control audit following the imaging of a record to ensure that the following features of the imaged record are legible:

- Individual letters, numbers, and symbols
- Combinations of letters, numbers, and symbols forming words or sentences
- Graphics such as signatures, logos, and pictures
- Other features of records such as color, shape, texture, etc., that relate to the content of the information

Managerial staff for the various units of the agency will also periodically audit imaged records for accuracy, readability, and reproduction capabilities. Written quality control documentation will be prepared indicating the sampling of records and what remedial procedures were followed if the expected level of accuracy was not achieved.

Managerial staff will document by position title employees that have the authority to complete each of the tasks listed.

Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, this agency will complete Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*. For each records series identified for scanning, the Department of Natural and Cultural Resources must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.[4]

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records and assume all legal authorities, these scanned records will be considered the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule.[5] The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the agency's duplicate "working" record or reference copy.

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[4] Any permanent records maintained in electronic form must also exist as a paper or microfilm preservation duplicate copy in compliance with the Department of Natural and Cultural Resources *Human-Readable Preservation Duplicates* policy.

[5] The Society of American Archivists *Glossary of Archival and Records Terminology* defines record copy as "the single copy of a document, often the original, that is designated as the official copy for reference and preservation." Available at http://www2.archivists.org/glossary/terms/r/record-copy.

8. Other Electronic Records Management Practices

- System Planning
- Shared Drive Management
- Security and Disaster Backup and Restoration

System Planning

The Town uses traditional paper media, electronic systems, for the creation and storage of records, based upon which media best serves the records retention requirements of unique records groups, as well as the administrative needs of the Town. Any document that is considered to be a permanent record must be kept either as paper media or microfilm. Permanent records may be scanned and become a part of the document imaging and electronic records systems to provide for greater efficiency; however, they will still be maintained in either a paper media or microfilm form. The Town monitors all computing resources and information systems for performance, storage, and supportability. Those systems identified as requiring upgrading or additional resources, are part of the annual budgeting process within the Town.

Shared Drive Management

Employees use shared storage for collaboration and access. Procedures for the use of this shared storage comply with DNCR's guidance document *Global Shared Storage Guidelines*.[6]

Security and Disaster Backup and Restoration

The Town has a disaster recovery plan for its electronic data in place, maintained by its IT Contractor, Advanced Data, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss are generated for all but the most transitory of files. Routine backups are conducted twice daily and are stored in secure off-site using a 3rd party cloud backup vendor. All backups are retained for a period of 10 days before being overwritten. Imaged documents will be synchronized to a secured offsite location immediately upon document changes or upon document scanning.

Cloud Computing

Files and data are stored on Windows servers. These physical servers are located in the Town of Black Mountain Administration building in a secure area. Several times a day, snapshots are taken of these servers from a local (on-premises) "Backup and Disaster Recovery" (BDR) device. This device synchronizes the backup images stored locally to a cloud-based system hosted by the BDR vendor and managed by the Town of Black Mountain's IT contractor. A key feature of this system is that images may be restored from either the local set of images or the images stored off site in the cloud. All images are transmitted using 128-bit SSL encryption and all stored images (local or cloud) use AES 256 for data at rest. Furthermore, this system offers "points in time" recovery options so that data from the servers may be recovered from a previous date/time and not just the current state of the servers. The system also allows for a virtual cloud-based server to be spun up at any time in the event of a local server disaster. The encryption keys for this system are maintained by the Town's IT contractor and the system is monitored on a daily basis.

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[6] https://archives.ncdcr.gov/global-shared-storage-guidelines/open

Vendor-Provided Services/Hosted Solutions

The terms of the service level agreement with third-party contractor detail:

- File formats
- Plan for converting files to a new format
- File naming practices
- Access rights/security mechanisms
- Backups (specify frequency and location)
- Mechanism for destructions
- Audits (data should be audited at least annually to test accessibility and assess need for refresh or migration)
- Frequency of refreshing of media (should be at least every 3-5 years)
- Frequency of checksum validation (should be at least at every migration)
- Environmental conditions where media is stored (humidity 30-50%, temperature 65-75°F)
- Training program
- Disaster recovery procedures
- System documentation/procedural manual – a copy should be provided to the agency that specifies what hardware and software are provided by the vendor
- System for indexing records
- Mechanism for document production due to litigation, audit, or public records request
- Mechanism for avoiding spoliation of evidence
- Performance/availability (e.g., planned and unplanned downtime)
- Ownership of data
- Procedure for exporting records (including images as well as metadata) at end of contract period and/or when vendor ceases operation

9. Compliance and Electronic Records Self-Warranty

The completion of this form by all signing employees signals that all employees will adhere to the rules set forth in this policy. Furthermore, this section is to be used as a self-evaluation tool to ensure that electronic records produced by the agency are created, reproduced, and otherwise managed in accordance with guidelines for electronic public records published by the North Carolina Department of Natural and Cultural Resources. The self-warranting of records in itself does *not* authorize the destruction of records, originals or copies, *nor* does it change current records retention and disposition scheduling procedures. Destructions of records are authorized when your agency approves the current retention and disposition schedule(s). If scanned records are intended to take the place of original paper records, The Town must submit the *Request for Disposal of Original Records Duplicated by Electronic Means* form.

Each signatory should initial each element for certification, print his/her name on the Approved by line, fill in the job title, and sign and date the form.

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Records Custodian/Managerial Staff

The records custodian is the person responsible for creating records or managing the staff who create records.[7] The records custodian certifies that:

_____ The records created or duplicated by electronic means in this office are prepared in accordance with these guidelines as indicated by the following statements:

- Quality - Records are legible, accurate, and complete.
- The records are produced or reproduced as part of a regularly conducted activity.
- The records conform to DNCR guidance regarding file formats, file naming, and if applicable, digital preservation guidance produced by DNCR.
- Detailed, documented procedures are in place and followed when the records are created, copied, modified, or duplicated.
- The person who creates, copies, modifies, or duplicates records receives formal training on detailed system procedures prior to records preparation.
- Details of the training received are adequately documented through written policies and procedures.
- Employees sign training records after receiving training.

_____ The Town will comply with the best practices and standards established by the Department of Natural and Cultural Resources as published on its website.

_____ The Town will submit to the Department of Natural and Cultural Resources Section 10 of this policy, *Request for Disposal of Original Records Duplicated by Electronic Means*, to seek approval for the destruction of original records that have been converted from paper to electronic record.

_____ Affected records creators will be trained on the proper creation and maintenance of electronic records.

_____ Imaged records will be periodically audited for accuracy, readability, and reproduction capabilities before the original documents are destroyed.

Approved by: _____ Date: _____

Title: _____

Signature: _____

[7] G.S. § 132-2 specifies, "The public official in charge of an office having public records shall be the custodian thereof." G.S. § 160A-171 specifies that the city clerk is the custodian of all city records. Therefore, the individual signing this section will likely be the clerk at the local level or the head of the organizational unit.

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IT Professional or other Project Supervisor

The IT Professional is the person responsible for providing technical support to the records custodians and who may be involved in infrastructure and system maintenance. In the absence of an IT department, the supervisor of the records custodian should verify the following items. The IT Professional certifies that:

_____ Audit trails document the identity of the individual who creates, duplicates, modifies, or otherwise prepares the records, what actions are taken by the individual during the course of the process, when these actions are taken, and what the results of these actions are.

_____ Audits:

- are performed periodically to confirm that the process or system produces accurate results.
- confirm that procedures followed are in accordance with the agency's documentation.
- are performed routinely on files to ensure no information has been lost.
- are performed by an independent source (i.e., persons other than those who create the records or persons without an interest in the content of the records. Acceptable sources may include different department or authorized auditing authority).
- are adequately documented.

_____ The process or system hardware and software are adequately documented.

_____ Permanent records conform to all file format, file naming, and digital preservation guidance produced by the Department of Natural and Cultural Resources.

_____ Backup procedures are in place and comply with best practices as established by the Department of Natural and Cultural Resources.

_____ Successful disaster recovery backup is completed at least once every two years.

Approved by: _____ Date: _____

Title: _____

Signature: _____

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The Town Clerk

The Town Clerk is the person responsible for approving internal policies and procedures related to the creation and maintenance of electronic records. The Town Clerk certifies that:

_____ Determinations are made regarding employees' permission rights to the electronic records system.

_____ IT's configurations for the electronic records system are reviewed and approved before the electronic records system becomes operational.

Approved by: _____ Date: _____

Title: _____

Signature: _____

FOR DEPARTMENT OF NATURAL AND CULTURAL RESOURCES USE

Approved by: _____ Date: _____

Title: _____

Signature: _____

DRAFT

10. Request for Disposal of Original Records Duplicated by Electronic Means

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of **non-permanent** paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied.[8]

https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines/request-disposal-original-records-duplicated-electronic-means

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[8] Please contact a Records Analyst with any questions about the destruction of original paper records.

Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		**Date (MM-DD-YYYY):**
Phone (area code):	**Email:**	
County/Municipality:	**Office:**	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	**Description of Records** Specific records as referred to in-office	**Inclusive Dates** (1987-1989; 2005-present)	**Approx. Volume of Records** (e.g. "1 file cabinet," "5 boxes")	**Retention Period** As listed in records retention schedule

Requested by:

Signature Title Date

Approved by:

Signature Requestor's Supervisor Date

Concurred by:

Signature Assistant Records Administrator
State Archives of North Carolina Date

A motion was made by Council Member _____ to approve the following resolution. A vote of _____ in favor.

RESOLUTION TO ADOPT THE ELECTRONIC RECORDS AND IMAGING POLICY & PROCEDURES

Resolution #R-24-___

WHEREAS, the North Carolina Department of Natural and Cultural Resources (N.C. DNCR) is the state agency which provides direction to record retentions of local/state government agencies; and

WHEREAS, the purpose of the Electronic Records and Imaging Policy and Procedures, hereafter referred to as "Policy," are guidelines established by the N.C. DNCR to be used when an agency wishes to store electronic records that are public records as defined by N.C. G.S. § 132-1; and

WHEREAS, this policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the records and retention disposition schedule, and in handling the original paper records, if applicable; and

WHEREAS, this policy also serves to protect those records digitized by the agency's in-house scanning and server stored imaging system, which reduces required storage space for original documents as the agency transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed; and

WHEREAS, this policy has been reviewed by officials at N.C. DNCR and reviewed by the Town's current IT contractor, Advanced Data and Network Solutions, who have found the policy satisfactory for adoption.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the "Electronic Records and Imaging Policy & Procedures" document be adopted in its entirety and that a copy of the document shall be included with this resolution as "Attachment A."

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of ___ to ____ on this 8th day of April 2024.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Wesley M. Barker, Town Clerk