



# TOWN OF BLACK MOUNTAIN

## TOWN COUNCIL

**APRIL 11, 2024**

**SPECIAL MEETING AGENDA**

**Time: 8:30 a.m.**

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

Agendas and agenda packets may be accessed electronically from your laptop or smartphone. Visit the Town's website at [www.townofblackmountain.org](http://www.townofblackmountain.org). Click on **Government** and select **Town Council** to access agenda materials for Town Council meetings. You can also scan this QR code with your smartphone to access agenda materials.



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

The Town of Black Mountain is committed to providing accessible facilities, programs, and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door. Should you need other assistance or accommodation for this meeting, please contact Town Clerk Wesley Barker at: [town.clerk@tobm.org](mailto:town.clerk@tobm.org), or **(828) 419-9300 / TDD (800) 735-2962**

### 1. CALL TO ORDER

### 2. NEW BUSINESS

#### A. Consideration of Budget Amendments – Recycle Carts Grant – Tammy Holland, Finance Director

Motion: I move to approve the budget amendments as presented.

#### B. Consideration of Voting Delegate to Cast Vote for NC League of Municipalities Board of Directors – Wesley Barker, Town Clerk

Motion: I move to designate the Town Clerk to be the voting delegate on behalf of the Town Council for the 2024-25 NCLM Board of Directors and for the Town Clerk to coordinate with the Town Council on the vote to be cast before April 19, 2024.

#### C. FY 2024-25 Budget Work Session

### 3. ADJOURNMENT



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** Tammy Holland, *Finance Director*    **MEETING DATE:** April 11, 2024

**AGENDA SECTION:**    **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 amendment BA189 for the following

- **BA189 Recycle Carts Grant** **\$48,880**
  - Appropriated Fund Balance for:
    - Receiving, Assembly, and Delivery of Recycling Containers
    - Mailing and Printing of flyers and community education
    - Additional Residential Totes

### ATTACHMENTS:

- i. Budget Amendments Detailed Report
- ii. Mailing and Printing Quote
- iii. Receiving, Assembly, and Delivery Quote
- iv. Additional Totes Quote

| Adjustment Number | Summary                                                                                                                               | Description                                    | Account Number | Account Name                                | Account Type | Total Amount |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------|---------------------------------------------|--------------|--------------|
| BA0000189         | Appropriated Fund Balance for remainder of Recycle Containers and Receiving, Assembly, and Delivery of Residential Recycle Containers | BADJ - Residential Recycle Carts               | 100-0000-48900 | Appropriated Fund Balance                   | Revenue      | -\$48,800.00 |
|                   |                                                                                                                                       |                                                | 100-7000-59510 | Transfer Out                                | Expense      | \$48,800.00  |
|                   |                                                                                                                                       |                                                | 260-8804-52020 | Contract Services                           | Expense      | \$31,650.00  |
|                   |                                                                                                                                       |                                                | 260-8804-52420 | Speciality Operating Supplies               | Expense      | \$13,250.00  |
|                   |                                                                                                                                       |                                                | 260-8804-55023 | Community Outreach/Public Relations Expense | Expense      | \$3,900.00   |
|                   |                                                                                                                                       | BADJ- Waste Reduction Recycle Cart Grant Match | 260-8804-48590 | Transfers In                                | Revenue      | -\$48,800.00 |



1848 Brevard Road • Arden, NC 28704  
 TEL: (828) 252-7667 | FAX: (828) 252-7676  
[www.BuyAdvantagePrinting.com](http://www.BuyAdvantagePrinting.com)

## Invoice

No: **97105**

Date: 4/4/24

Customer PO: 24.00467

### Ship To:

Town of Black Mountain  
 160 Midland Ave  
 BLACK MOUNTAIN NC 28711  
 Rechelle Ray  
 Phone: 828-669-9194

| Quantity                                                                                                                  | Description                                                                                                                                                                                                                                                                                                   | Amount                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 4,086                                                                                                                     | TOBM Recycling Cart PC, 6 x 4 100lb Silk cover, 4/4, digital address, mail with Standard Indicia #593, postage included.<br>Postcard,, 6 x 4 White 100# Blazer Digital Cover Satin, DIGITAL COLOR on 2 sides<br>MAILING: 6 x 4 100# Silk cover, digital address, mail Standard Presort #593, postage included | \$ 2,705.26                                                                                                  |
| 4,200                                                                                                                     | Recycling Brochure (Box and Deliver to TOBM), 8.5 x 11 White 70# Husky Opaque Offset Smooth, printed, 4 colors front 4 colors back                                                                                                                                                                            | \$ 979.67                                                                                                    |
| 4,200                                                                                                                     | 1/2 page Recycling Flyer (Box and Deliver to TOBM), 5.5 x 8.5 White 60# Husky Digital Smooth, Digital Black on 1 side                                                                                                                                                                                         | \$ 195.96                                                                                                    |
| Sales Rep: DANIEL DURAND<br>Taken by: DANIEL<br><br>A 3.5% SERVICE CHARGE WILL BE<br>ADDED TO ALL CREDIT CARD<br>PAYMENTS |                                                                                                                                                                                                                                                                                                               | SUBTOTAL \$ 3,880.89<br>TAX \$ 271.66<br>SHIPPING \$ 0.00<br><br>TOTAL \$ 4,152.55<br>AMOUNT DUE \$ 4,152.55 |

## Residential Cart Program

*Prepared For*



*Presented to*

**Rechelle Ray, Waste Reduction Specialist**  
Town of Black Mountain, NC  
304 Black Mountain Ave.  
Black Mountain, NC 28711

**April 9, 2024**

***Proposal  
Summary &  
Agreement***  
***Revised 4/9/2024***

***Black Mountain, NC – Proposal for Waste Services***

April 9, 2024

**Rechelle Ray, Waste Reduction Specialist**

Town of Black Mountain, NC  
304 Black Mountain Ave.  
Black Mountain, NC 28711

Re: Town of Black Mountain, NC Container Services

Dear Ms. Ray:

Please find included herein for your review and approval our *Proposal Summary & Agreement* and additional details surrounding waste services for the upcoming Black Mountain, NC project.

Please phone or write with any comments or questions or if anything contained herein needs further clarification. Thank you again, Rechelle, for your support and confidence in our services. We're very grateful for the opportunity and are excited to work with you and your team to provide a successful project.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nick DiFoggio", with a stylized, flowing script.

Nick DiFoggio, Director of Operations

## PROPOSAL SUMMARY & AGREEMENT

### *Container Assembly and Delivery Program Black Mountain, NC*

#### *Introduction*

As part of its waste collection services, the Town of Black Mountain, NC (“Town of Black Mountain” or “The Town”) needs unloading, assembly, and delivery of approximately 4,200 containers throughout homes within the Town of Black Mountain, NC. New containers will be comprised of 64-gallon and 96-gallon Toter EVR II Universal/Nestable recycling carts. This has prompted the need for certain waste services, as outlined below. ContainerPros, LLC (“ContainerPros” or “CP”) provides these professional waste services.

#### *Scope*

##### ◆ Residential Cart Receiving, Assembly, and Delivery

ContainerPros will provide crews and equipment to receive approximately 4,200 carts; carts will be unloaded and staged. ContainerPros will provide The Town a copy of all BOLs and a totals spreadsheet detailing all carts received.

Approximately 4,161 carts will be assembled and delivered to homes over a period of approximately 10-11 working days beginning on or around April 16, 2024. Every home within the town will receive one (1) recycling cart. Most carts will be delivered to the curbside. There are approximately 72 homes that currently have backdoor service or have part time residents that will require crews to pull carts up the driveway close to the household. The Town will provide crews with pre-stuffed literature bags to attach to each cart by either tucking the pre-stuffed bag in between the cart body and the cart lid or by hanging the pre-stuffed bag onto the cart handle. Any extra carts leftover at the project’s end will be unloaded, assembled, and stacked for storage at the staging yard. A day rate for ancillary services such as work orders, hot tickets, and cart transporting has been provided should The Town have a need for services outside of this project’s main scope.

The Town will provide a suitable work area(s) for staging (large, paved, and secure area) within the service area, that will adequately store the cart order during the project timeframe. The staging yard will be located at 304 Black Mountain Ave., Black Mountain, NC 28711. If the staging yard is not paved, leveled evenly or within the city limits, additional charges will apply.

Distribution schedule is based on up to 12 hours per day, Monday through Saturday, excluding Holidays, until all deliveries are completed. On-street operating window hours will be limited to 7AM to 7PM unless otherwise approved by The Town. Yard operating window hours will be limited to 6AM to 7PM unless otherwise approved by The Town.

The Town will provide copies of concise delivery/route maps, which must be provided at least four weeks prior to the project start up. These maps must include the precise delivery area(s). Copies of concise household delivery address lists will also be provided in .xls format and contain:

- House Number
- Street Name
- Route number

- Service Day
- Gate Codes
- Cart sizes and types and quantities per address listed
- Sequencing of all stops, if available
- Driver Notes, if available

If an account is NOT on the master list provided, CP crews will NOT drop carts, unless directed otherwise by The Town.

The Town will provide monitoring services to observe and verify distribution of the carts and also to respond to inquiries from ContainerPros and the public.

The Town may periodically provide CP with 'clean-up' lists (created by The Town's Service Department) for missed deliveries, if any. If CP is responsible for the missed deliveries, as outlined within this agreement, CP will complete the 'clean-up' deliveries as quickly as practical to close out the 'clean-up' lists, as received, usually within one day. If missed deliveries were for reasons outside of CP's control, as outlined within this agreement, The Town will be responsible for completing these deliveries. The Town may contract with ContainerPros for these services under the terms set forth herein.

ContainerPros will provide at the project's end, a detailed delivery report showing the total number of carts assembled and delivered, as well as exceptions, including vacancies, and customer refusals. Delivery data will include the cart type, cart size, and serial number information of the cart delivered to each address, if utilized by The Town.

ContainerPros IS NOT responsible for any missed deliveries caused by anything outside its control, including but not limited to incorrect mapping, incorrect or incomplete delivery lists, or delivery locations not clearly marked with site addresses or lack of access or inventory.

### ***Additional Requirements, Terms and Conditions***

All work will be performed within the Town of Black Mountain, NC limits.

ContainerPros may, at its own expense, use any employees or subcontractors as it deems necessary to perform the services required by this Agreement. The Town may not control, direct, or supervise ContainerPros' employees or subcontractors in the performance of those services.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by ContainerPros and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being

impaired or invalidated in any way.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

This Agreement can be signed in counterpart and by electronic and/or facsimile signature(s).

Delay charges may be billed for additional delivery days and/or additional labor needed due to lack of inventory or anything outside of bid spec including but not limited to delays caused by the hauler and unsafe conditions. Any delay charges incurred must be presented, in writing, within five (5) working days of discovery with detail of the cause(s) and costs incurred.

### **Financial Framework**

#### **Unit & Estimated Total Costs**

| Service                                                                                                                                                          | Unit & Total Estimated Costs |              |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------|--------------------|
|                                                                                                                                                                  | Estimated<br># of Units      | Unit<br>Cost | Projected<br>Costs |
| Unloading, assembly, and delivery with serial number recording per cart                                                                                          | 4,161                        | \$6.95       | \$28,918.95        |
| Additional price per cart to pull carts up driveway (actual quantity would be billed)                                                                            | 72                           | \$0.40       | \$28.80            |
| Literature attachment per cart (lid tuck or hanging pre-stuffed bag onto cart handle; actual quantity would be billed)                                           | 4,161                        | \$0.25       | \$1,040.25         |
| Unloading and assembly of leftover carts that are to remain at the staging yard for storage (actual quantity would be billed)                                    | 39                           | \$2.15       | \$83.85            |
| Optional Day Rate Per 2-Man Crew for ancillary services such as work orders, tickets, cart transport, etc. (actual number of crew days utilized would be billed) | 1                            | \$1,575.00   | \$1,575.00         |
| Net Estimated Total Cost                                                                                                                                         |                              |              | <u>\$31,646.85</u> |

## Signature Page

If in agreement with the specifications, terms and conditions described herein, please endorse here and email to [jgray@wastequip.com](mailto:jgray@wastequip.com):

**For the Town of Black Mountain, NC:**

Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For ContainerPros:**

Authorization: 

Date: **April 9, 2024**

Name: **Nick DiFoggio**

Title: **Director of Operations**

*Disclaimer: ContainerPros has taken information provided by The Town and/or their employees to provide the above prices. If there are any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%), The Town will notify ContainerPros either via email or facsimile of the issues within 1 day of discovery. The above price may no longer be valid, and a pricing alignment meeting must be held within 48 hours of the notification. This quote expires at midnight on **4/15/24** at which time Container Pros can no longer guarantee resources to fulfill services or timeline presented.*

Sell To:

Contact Name **Rechelle Ray**  
Bill To Name **Town of Black Mountain**  
Bill To **102 Montreat Rd**  
**Black Mountain, NC 28711**  
Contract # **041521-TOT**  
**USA**

WQ-10308015  
Ship To Name **Town of Black Mountain**  
Ship To **102 Montreat Rd**  
**Black Mountain, NC 28711**  
**USA**  
Quick Ship ☐

Email **rechelle.ray@tobm.org**  
Phone **(828) 419-9393**

Quote Information

Salesperson **Brittany Hicks** Created Date **4/4/2024**  
Salesperson Email **[bhicks@wastequip.com](mailto:bhicks@wastequip.com)** Expiration Date **4/19/2024**  
Quote Number **WQ-10308015**  
Please Reference Quote Number on all Purchase Orders

| Product            | Product Description                                          | Selected Option                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Quantity | Sales Price | Total Price |
|--------------------|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|
| **Plastics - 79296 | Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart | ---Body Color - (705) Blue<br>---Lid Color - (705) Blue<br>---Body Hot Stamp on Both Sides (New) in (Not provided)<br>---Lid Hot Stamp Insert- Read from Street (New) in (Not provided)<br>---Wheels - 10in Sunburst<br>---Toter Serial Number Hot Stamped on Front of Cart Body in White<br>---Ultra High Frequency RFID Tag<br>---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed<br>---Warranty – 12 Yrs Cart Body, All other components 10 Yrs | 200.00   | \$60.75     | \$12,150.00 |

|                |                                            |             |             |
|----------------|--------------------------------------------|-------------|-------------|
| Payment Terms  | Net 30 Days if credit has been established | Subtotal    | \$12,150.00 |
| Shipping Terms | FOB Origin                                 | Shipping    | \$1,100.00  |
|                |                                            | Tax         | \$927.50    |
|                |                                            | Grand Total | \$14,177.50 |

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

Contract # 041521-101

Accepted By: \_\_\_\_\_

Company Name: TOWN OF BLACK MOUNTAIN

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

Please Reference Quote Number on all Purchase Orders

DRAFT - IN PROCESS

\*\*



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** Wesley Barker, *Town Clerk*      **MEETING DATE:** April 11, 2024

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

**TITLE OF ITEM:** Consideration of Voting Delegate to Cast Vote for NCLM Board of Directors

**SUGGESTED MOTION(S):**

*I move to designate the Town Clerk to be the voting delegate on behalf of the Town Council for the 2024-25 NCLM Board of Directors and for the Town Clerk to coordinate with the Town Council on the vote to be cast before April 19, 2024.*

---

**SUMMARY:** The Town is a member of the NC League of Municipalities. As a member, the Town is eligible to vote for the upcoming slate of NCLM Board of Directors for 2024-25, which will be announced during the CityVision Conference, April 23-25, 2024.

The Town can have one (1) vote for the nominated board of directors. Because of this, the Town will need to delegate a voting delegate who will be responsible for casting the vote on behalf of the Council. Typically, this delegation is given to the Town Clerk who will coordinate with the Council on the nominations and based on the replies received by Council Members to the Clerk, will cast the vote based on the majority responses.

If the Council finds this satisfactory, you will just need to formally make a motion to delegate the Town Clerk for this item.

Finally, between April 12-19, 2024, Council is encouraged to check their email and look for an email from the Town Clerk providing instructions on how to reply to the Clerk with your choice. Before the deadline of April 19, 2024, the Clerk will take replies received, and cast the formal vote for the Town based on the consensus.

**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:** Email from NCLM on delegate process.

**From:** [North Carolina League of Municipalities](#)  
**To:** [Wesley Barker](#)  
**Subject:** Reminder: Designate Your Voting Delegate  
**Date:** Wednesday, April 3, 2024 3:50:28 PM

---

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



## Reminder: Delegate Your Voting Delegate

The nomination period for the 2024-2025 Board of Directors ended on March 31. Once again, we will hold an electronic voting process for board elections.

During CityVision, held April 23-25 in Winston-Salem, League members will attend the annual business meeting where the 2024-2025 electronic Board of Directors election results will be announced.

**You are receiving this because we have not received your delegate information** and each member municipality shall *designate one voting delegate* who is eligible to cast a single vote for the 2024-2025 League Board of Directors in advance of the annual business meeting.

Please complete the [Voting Delegate form](#) to identify your municipality's voting delegate to ensure delivery of electronic ballot and voting instructions by April 12, 2024.

**VOTING DELEGATE FORM**

---

### Electronic Voting Timeline

- The designated voting delegate shall receive their credentials and voting instructions on or before **April 12, 2024**.
  - The appointed voting delegate shall vote on the slate of candidates via electronic means between **April 12 - April 19, 2024**.
  - The election results shall be presented to the membership at CityVision 2024, **April 25, 2024**, at the **NCLM Annual Business Meeting** during the CityVision conference.
-