

**Town of Montreat  
Board of Commissioners Meeting Agenda – Public Forum  
October 11, 2018 – 6:30 p.m.  
Walkup Building**

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**I. Call to Order**

- Welcome
- Moment of Silence

**II. Agenda Adoption**

**III. Public Comments**

**IV. Adjournment**

**Town of Montreat  
Board of Commissioners  
Town Council Meeting  
October 11, 2018 – 7:00 p.m.  
Walkup Building**

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**I. Call to Order**

- Pledge of Allegiance
- Moment of Silence

**II. Agenda Adoption**

**III. Presentations and Reports**

- A. Recommendation from the Planning and Zoning Committee
- B. Rescheduling Municipal Election Cycle and Amending Certain Terms of Office

**IV. Mayor's Communications**

**V. Proclamations**

- A. Proclamation Honoring Montreat College class of 1968

**VI. Consent Agenda**

- A. Meeting Minutes Adoption
  - September 13, Public Forum Minutes
  - September 13, Town Council Meeting Minutes

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

**VII. Town Administrator's Communications**

- Consent Agenda Review
- Capital Projects Update
- Other Items

**VIII. Administrative Reports**

- Administration
- Planning and Zoning
- A. Police
- B. Public Works and Water
- C. Sanitation
- D. Streets

**IX. Public Comment – Agenda Items**

*Public comments will be heard during this period for only those items listed on the meeting agenda.*

**X. Old Business**

**XI. New Business**

**A. Schedule Public Hearing of the Proposed Zoning Map Amendment at the November 8th, 2018 Board of Commissioners Regular Meeting**

- **Suggested Motion:** Move to hold a public hearing on the zoning of properties annexed into the Town on June 30, 2018 near the intersection of Montreat Road and Rainbow Terrace as Institutional Residential (I/R)

**B. Schedule Special Meeting to Approve a Contract Between the Town of Montreat and Sineath Construction for the Design-Build of a Town Hall**

- C. • **Suggested Motion:** Move to call a special meeting on \_\_\_\_\_ in order to approve a contract between the Town of Montreat and Sineath Construction for the design-build of a town hall.

**D. Ratification of Contract: Emergency Well Repairs**

- **Suggested Motion:** Move to ratify contract between Reuben Caldwell Drilling, Inc. and the Town of Montreat in the amount of \$8,700 for emergency well repair

**E. Ratification of Contract: Calvin Trail Culvert Repair**

- **Suggested Motion:** *Pending*

**F. Request for Qualifications: Texas Road Pedestrian Bridge Professional Services**

- **Suggested Motion:** Move to authorize staff to issue a request for qualifications for professional services for the conversion of the Texas Road Bridge to a pedestrian bridge

**G. Contract Approval: Contract Number 18-119-4002 Urban and Community Grant Program**

- **Suggested Motion:** Move to authorize the Town Administrator to execute contract number 18-119-4002 Urban and Community Grant Program between the North Carolina Department of Agriculture and Consumer Services North Carolina Forest Service and the Town of Montreat

**H. Budget Amendment #1: Contracted Services**

- **Suggested Motion:** Move to approve Budget Amendment #1 to reclass \$5,000 in funds from Salary Contingency to Contracted Services

**I. Budget Amendment #2: Landcare Memorial Gifts**

- **Suggested Motion:** Move to approve Budget Amendment #2 to establish the creation of the special revenue fund for donations to Landcare

**J. Amendment to Salary Step Plan**

- **Suggested Motion:** Move to amend the salary step plan to assign the Finance Officer a grade of 18

**K. Recognition of Private Contributions for Public Purposes – Discussion only**

**I. Public Comment – Other Topics**

*Public comments will be heard during this period for other public business items or topics not listed on the meeting agenda.*

**II. Commissioner Communications**

**III. Meeting Dates**

Public Input Session: Town Hall Design

Monday, October 15, 2018  
4:30 P.M. Walkup Building

Montreat Tree Board

Tuesday, October 23, 2018  
9:30 A.M. Town Services Building

Montreat Landcare

Wednesday, November 7, 2018

**Montreat Board of Commissioners  
Town Council Meeting  
August 9, 2018**

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9:00 a.m. Allen Building

November Town Council Meeting:

Thursday, November 8, 2018

7:00 p.m. Walkup Building

Public Forum begins at 6:30 p.m.

Open Space Conservation Committee

Tuesday, November 13, 2018 3:30  
p.m. Location to be determined

**IV. Closed Session**

- **Suggested Motion: To enter into Closed Session in accordance with NCGS §143-318.11(6) for discussion of personnel matters**

**V. Adjournment**

Town of Montreat  
Board of Commissioners  
Public Forum  
September 13, 2018  
Walkup Building

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Board members present: Mayor Tim Helms  
Mayor Pro Tem Kent Otto  
Commissioner Tom Widmer  
Commissioner Alice Lentz

Board members absent: Commissioner Bill Gilliland  
Commissioner Kitty Fouche

Town staff present: Alex Carmichael, Town Administrator  
Tee Anderson

Approximately 15 members of the public were present. The meeting was called to order promptly at 6:30 p.m. by Mayor Helms followed by a moment of silence.

**Public Comment**

A resident of Montreat posed a question about the worst expectations from Hurricane Florence and how the town should prepare? Mr. Carmichael answered with updates from various weather sources and a timeline for tracking the storm. In addition, the Public Works department has started to prepare for flooding by clearing the culverts and removing/trimming at-risk trees. Mayor Pro Tem Otto commented with information from federal offices in Raleigh regarding amounts of rain to be accrued; and Mr. Carmichael also noted that State of Emergency updates will be posted on the Town's website.

Mayor Helms posed a question to Joe Kirkland, a representative from Montreat College about the school schedule and cancelling of classes. As it stands, no classes have been cancelled due to the hurricane.

Mayor Helms reminded residents about the trash pick-up schedule that changed in September from twice a week to once a week on Mondays.

Mayor Pro Tem Otto mentioned the concept of "Even-year Voting" and explained the new process that Montreat should explore regarding the cost of election poles and voting. Mayor Helms has been in contact with the mayor of Black Mountain to adopt a local resolution through the General Assembly.

Joe Kirkland provided a brief overview on the status of Montreat College and the increase in students enrolled over the last four years. As a result of the growth, both office space and parking has become an issue. Mr. Kirkland pointed out that students have to pay for parking that is included in their overall fee, so they have designated spaces. As far as guests are concerned, the MRA has been generous in providing parking for visitors.

At approximately 6:55 p.m. Mayor Pro Tem Otto motioned to adjourn and reconvene in five minutes. The motion was seconded by Commissioner Widmer and the motion was carried 3/0.

At 7:00 p.m., Mayor Helms called the meeting to order and held a brief moment of silence.

Commissioner Lentz motioned to add the words "Special Meeting" to the August 16 agenda. Commissioner Widmer seconded and the motion was carried 3/0.

Mayor Helms reminded residents to be mindful when putting out brush/sticks for pick-up because of the potential for sharp objects to endanger the workers and/or the machine.

**Adjournment**

Commissioner Lentz motioned to adjourn, the motion was seconded by Commissioner Widmer and carried 3/0.

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Tim Helms, Mayor

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Alex Carmichael, Deputy Town Clerk

Town of Montreat  
Board of Commissioners  
Town Council Meeting  
September 13, 2018  
Walkup Building

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Board members present: Mayor Tim Helms  
Mayor Pro Tem Kent Otto  
Commissioner Tom Widmer  
Commissioner Alice Lentz

Board members absent: Commissioner Bill Gilliland  
Commissioner Kitty Fouche

Town staff present: Alex Carmichael, Town Administrator  
David Arrant, Police Chief  
Barry Creasman, Public Works  
Adrienne Eisenhower, Planning & Zoning  
Tee Anderson

Approximately 15 members of the public were present. The meeting was called to order promptly at 7:00 p.m. by Mayor Helms followed by the Pledge of Allegiance and a moment of silence.

**Presentations and Reports**

Mr. Carmichael gave an update on the damage caused from Tropical Storm Alberto in May. Montreat did not meet the damage threshold and was therefore not eligible for FEMA reimbursements. The Town has hired McGill and Associates to prepare cost estimates and requests for proposals.

**Consent Agenda**

Mr. Carmichael noted that the special meeting minutes from August 16<sup>th</sup>, 20<sup>th</sup>, and 27<sup>th</sup> have been included on the Consent Agenda. The regular meeting minutes from August will be forthcoming upon Angie Murphy's return from personal leave.

**Town Administrator's Communications**

Mr. Carmichael mainly focused on Hurricane Florence and what the Town is doing to prepare, in addition to updates and links posted to the website. Graybeard Trail will be shut down preemptively during the storm due to the possibility of erosion.



In conjunction with the Montreat Conference Center and the Town of Black Mountain, water is being released from the dam at Lake Susan in an effort to mitigate the swelling of the creek during the storm. Additional police officers and public works officials will be on duty to ensure culverts and roads stay open. Individuals should prepare for heavy rains and long-term power outages.

Mayor Helms posed a question in regarding the wells that are operated by electricity. Mr. Carmichael noted the Town has access to a generator and well tanks are being kept at full capacity. Barry Creasman with Public Works added that the tanks will be filled to capacity before the storm, and Mr. Carmichael stated that water will be delivered to the Town throughout any power outages.

#### **Administrative Reports**

Commission Widmer posed a question to Chief Arrant regarding the current staffing needs. Chief Arrant gave an update on Justyn's recent return from leave, and the addition of two new reserve officers – Monty Hensley and Phil Holderman. At this time, the position for full-time officer has not been filled.

#### **Public Comment – Agenda Items**

Mary Standaert of 118 Shenandoah Terrace stated for the record that her North Carolina driver's license lists her address as Montreat, NC and voter registration card lists her address as Black Mountain, NC.

Mrs. Standaert also posed a question regarding Providence Road and the Town obligations towards maintaining a private road. Mayor Helms explained that the Town has an exposed major water line on Providence Road that was washed out and has to be filled with gravel.

Mrs. Standaert brought up concerns from the Bridge Committee about building a covered bridge on Texas Road with no height increases. Mrs. Standaert would like for the Board of Commissioners to consider getting written documentation from FEMA in regard to building a covered bridge before moving forward with the drawings from the contractor that included a height increase.

#### **Old Business**

Mayor Pro Tem Otto thanked the Bridge Committee and the community for being supportive with ideas and options for the Texas Road bridge conversion. The Bridge Committee decided to utilize a 2-Phase option: Phase 1 would consist of placing a simple foot-traffic bridge over the Texas Road bridge as it is; Phase 2 would consist of design elements with a potential covering. In an effort to alleviate spending money from the Town budget, the community made suggestions to utilize a non-profit set-up to raise money. Mayor Pro Tem Otto expressed concern over the long-term use for the bridge, and suggested to hire an engineer that would ensure the bridge is sustainable for at least 25 years or more.

Commissioner Widmer inquired about next steps for the commission, and Mayor Pro Tem Otto suggested to bring in an engineer to assess the foundation for longevity potential. Mayor Helms agreed to add the Texas Road bridge on the agenda for next month.

#### **New Business**

A. Contract Approval for Providence Terrace Culvert and Road Repair

Mr. Carmichael stated that this project is not eligible for FEMA disaster funds, and presented a contract proposal from Wheeler Grading in the amount of \$10,800 for necessary repairs. Commissioner Widmer moved to approve the contract for Wheeler Grading to repair Providence Terrace in the amount stated in the contract. The motion was seconded by Commissioner Lentz, and carried 3/0.

B. Contract Ratification – Texas Road Water Line Replacement and Liquid Chlorine Conversion

Mr. Carmichael stated this contract has been entered into under the rules and procedures for the Commission and State law. This is a continuation of the Texas Road water line project to convert to liquid chlorine, a safer option than the currently used gas chlorine. Mayor Pro Tem Otto moved to ratify a contract with Civil Design Concepts, P.A. for design services for Texas Road water system improvements in the amount of \$9,000 as presented. The motion was seconded by Commissioner Lentz and carried 3/0.

C. Appointment of David Holcomb to the Planning and Zoning Commission

Commissioner Lentz moved to appoint David Holcomb to the Planning and Zoning Commission for a three year term beginning on September 17, 2018. The motion was seconded by Mayor Pro Tem Otto, and carried 3/0.

D. Referral of Creekside Zoning request to the Planning and Zoning Committee

Adrienne Eisenhower with the Town of Montreat Planning and Zoning Department stated that the newly annexed parcels of the Town Hall building site needed to have a formal zoning designation. The recommendation is Institutional/Residential, one of the two zones that allow for governmental facilities. The other zone is Institutional which is for educational facilities and colleges. The Commission must petition the Planning and Zoning Board to review the recommendation and call for a public hearing at the following October and November Town meetings. Commissioner Widmer moved to refer to the Planning and Zoning Commission the potential zoning of properties annexed into the Town of Montreat on June 30, 2018 at the intersection of Montreat Road and Rainbow Terrace to Institutional/Residential (I/R) designation for conformity with the Comprehensive Plan and other developmental regulations as necessary. The motion was seconded by Mayor Pro Tem Otto, and carried 3/0. Mr. Carmichael noted there will be a hold placed on the annual adoption of the zoning map until this process is complete.

**Public Comment – Other Topics**

Mary Standaert of 118 Shenandoah Terrace expressed concern on the Montreat addresses issue. After speaking with the Buncombe County Board of Elections, Mrs. Standaert has not observed a sense of urgency from members at both the local and state levels. Mrs. Standaert agrees with Mayor Helms that members of the community will experience difficulty with obtaining voter registration and drivers licenses due to the incorrect physical address being listed as Black Mountain. Mrs. Standaert made a public records request to obtain contact information for members on the Buncombe County Board of

Elections. Mrs. Standaert will post this material to her Facebook page, and she is available for direct contact if anyone desires further information on this matter.

#### **Commissioner Communications**

Mayor Pro Tem Otto thanked Mrs. Standaert for being persistent in the address matter. Mayor Pro Tem Otto also acknowledged Mayor Helms for appointing Commissioner Lentz to spearhead this project, and encouraged the community to remain active in the matter.

Commissioner Lentz thanked the Mayor for allowing her to spearhead the Montreat address project, and explained the plan that is to be developed will be grounded in essential elements of basic research and input from the public.

Commissioner Widmer provided an update on behalf of Commissioner Fouche who was absent from the meeting. Rick Giles has been hired as an owner's representative and has been assisting in drafting a contract between the Town of Montreat and Sineath Construction. Mr. Giles has been working with the town hall design working group to put together a design program that will outline the needs and problems before construction begins. Once the contract is in place, the Town will hold a Public Forum for any input regarding the design, and the last step is to formally draft a blueprint for the final design.

#### **Upcoming Meetings**

##### **Montreat Tree Board:**

Tuesday, September 25, 2018  
9:30 a.m. Town Services Building  
96 Rainbow Terrace

##### **Montreat Landcare:**

Wednesday, October 3, 2018  
9:00 a.m. Allan Building

##### **October Town Council Meeting:**

Thursday, October 11, 2018  
7:00 p.m. Walkup Building  
Public Forum begins at 6:30 p.m.

#### **Closed Session**

Mayor Pro Tem Otto motioned to enter into a closed session in accordance with NCGS §143-318.11(6) for discussion of a personnel matter. The motion was seconded by Commissioner Lentz, and carried 3/0.

#### **Adjournment**

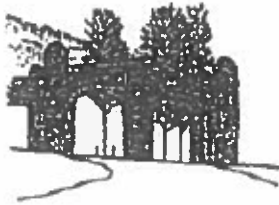
Commissioner Lentz motioned to adjourn, the motion was seconded by Commissioner Widmer and carried 3/0.

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Tim Helms, Mayor

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Alex Carmichael, Deputy Town Clerk



## Town of Montreat

P.O. Box 423, Montreat, North Carolina 28757  
Phone: (828) 669-8002 • Fax: (828) 669-3810  
[www.townofmontreat.org](http://www.townofmontreat.org)

To: Town of Montreat Board of Commissioners  
From: Planning and Zoning Committee  
Via: Bill Roberts, Chair *B.R. 9/28/18*  
Re: Recommendations from Comprehensive Plan for Zoning Designation  
Date: September 28, 2018

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At the September 13<sup>th</sup>, 2018 regular meeting the Montreat Board of Commissioners heard a recommendation from staff to amend the Town Zoning Map to include the newly annexed property (PINs: 0710-632329-00000, 0710-53-9360-00000, 0710-63-1204-00000, 0710-63-0467-00000, and 0710-63-0580-00000.) Staff recommended these properties be zoned Institutional Residential.

On September 28<sup>th</sup>, 2018 The Planning and Zoning Committee met to discuss the Board Commissioners' referral of potential changes to the Zoning Map for consistency with the Comprehensive Plan. The North Carolina General Statutes mandate that all rezoning decisions include a statement of consistency with the recommendations of the comprehensive plan.

The Planning and Zoning Committee determined that the Institutional-Residential designation of the properties in question is consistent with the plans and goals of the Town of Montreat Comprehensive Plan. Section 3.0 of the Comprehensive Plan, includes subsection 3.2 *The Plan for Montreat*, which specifically addresses future development on Assembly Drive and reads as follows:

### **Assembly Drive**

As the gateway into Montreat, Assembly Drive is envisioned to remain a scenic entranceway and corridor that sets the tone for the place. However, over time, minor changes could occur to allow this corridor to accommodate a wider variety of land uses without significantly altering the character of Montreat. A range of uses along Assembly Drive could include a richer mix of uses: institutional uses of the MRA, the town or churches; mixed-use; residential; services such as a bed and breakfast. Along Assembly Drive, the road's cross-section may be changed to better accommodate non-vehicular traffic more comfortably to provide improved connectivity between destinations, as well as the use of multiple forms of mobility.

The Planning and Zoning Committee vote 4 to 0 to recommend to the Board of Commissioners the zoning of properties annexed into the Town of Montreat on June 30, 2018, at the intersection of Montreat Road and Rainbow Terrace, from Town of Black Mountain zoning designation to (I/R) Institutional/Residential for conformity with the Comprehensive Plan and other developmental regulations as necessary.



## Town of Montreat

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To: Planning and Zoning Commission

From: Adrienne Isenhower, Zoning Administrator

Re: Recommendations from Comprehensive Plan for Zoning Designation

Date: September 25, 2018

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The North Carolina General Statutes mandate that all rezoning decisions include a statement of consistency with the recommendations of the comprehensive plan. The zoning designation recommendation of Institutional-Residential for the annexed lots for the Town Hall site is consistent with the plans and goals of the Town of Montreat Comprehensive Plan.

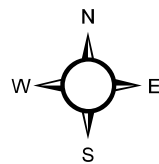
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# Town of Montreat North Carolina Official Zoning Map, 2018

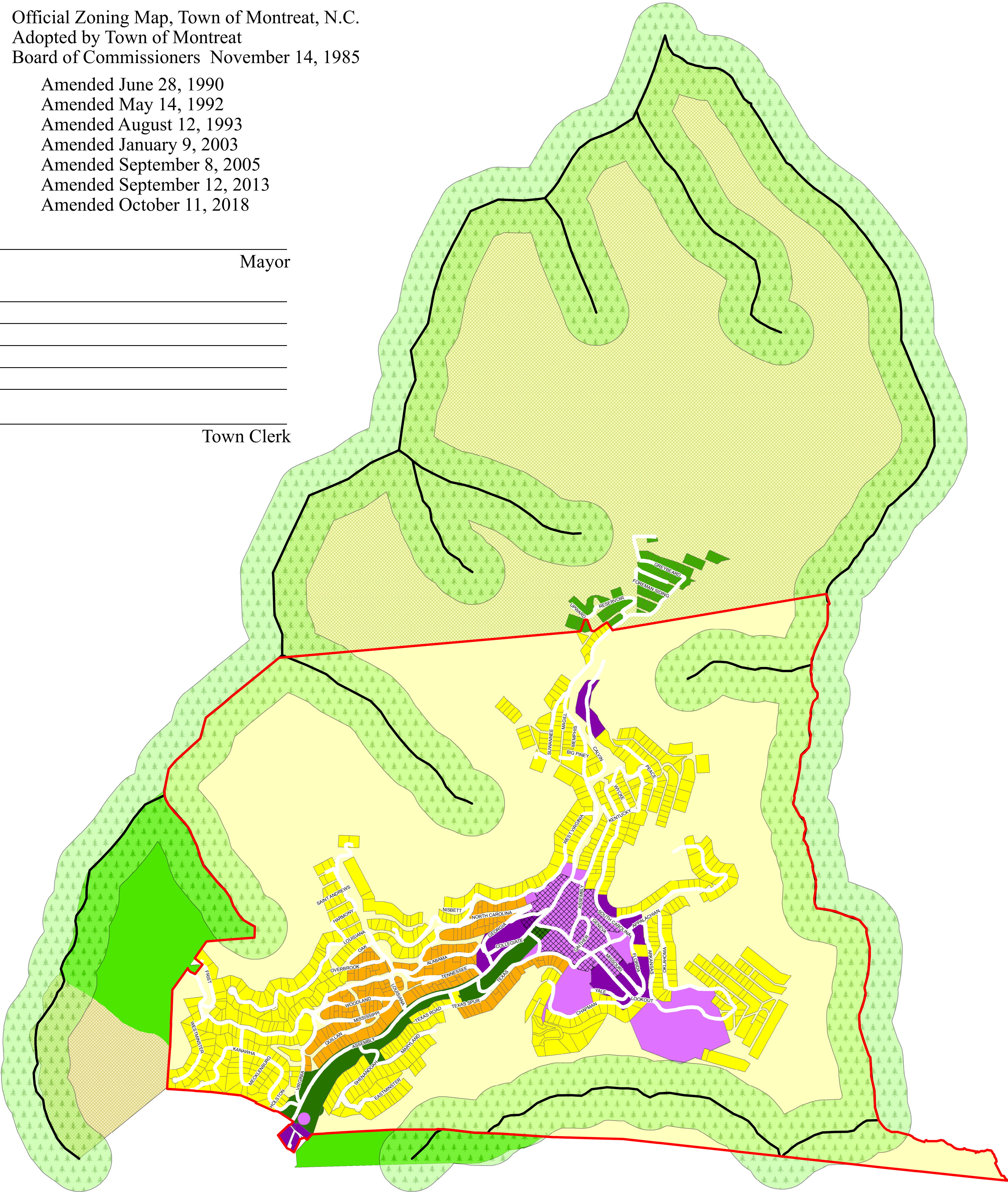


Official Zoning Map, Town of Montreat, N.C.  
Adopted by Town of Montreat  
Board of Commissioners November 14, 1985














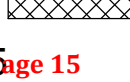
Amended June 28, 1990  
Amended May 14, 1992  
Amended August 12, 1993  
Amended January 9, 2003  
Amended September 8, 2005  
Amended September 12, 2013  
Amended October 11, 2018

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Mayor

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\_\_\_\_\_  
\_\_\_\_\_  
Town Clerk



### Legend

- |   |  |   |                                      |
|---|--|---|--------------------------------------|
|  | (R-1) Low Density Residential District   |  | Mountain Ridge                       |
|  | (R-2) Medium-Density Residential         |  | Streets                              |
|  | (R-3) *Low-Density Residential           |  | Corporate Limits                     |
|  | (I) Institutional District               |  | Ridge Protection Overlay (RPO)       |
|  | (I/R) Institutional/Residential District |  | Extra Territorial Jurisdiction (ETJ) |
|  | Woodland District                        |  | Montreat Parcels                     |
|  | Conservation District                    |  | Town Center Overlay                  |





that a connection to the Town water system has been approved and a sewer service application has been approved by Metropolitan Sewerage District (MSD) of Buncombe County. For existing structures utilizing septic systems or wells approved and in service before adoption of Montreat Code of General Ordinances Chapter E – Utilities, Article I: Water & Sewer, nothing in this Section shall prohibit the continued use of such systems in accordance with provisions of the Code. Neither addition to, nor expansion of, an existing structure within the R-3 Residential District shall be permitted that would result in an increase in the required capacity of such system(s) and subsequent modification. Owners of existing well and septic systems shall be required to connect to Town utility services when such modifications are necessary.

704 I/R Institutional/Residential District.

704.1 Purpose. The purpose of the Institutional/Residential Zoning District is to provide for a zone of transition between purely residential and purely institutional Districts or to serve as a residential District to accommodate a mixture of residential, office, and institutional uses in conditions of good health and safety, and to provide for protected property values in areas which are predominately residential in character.

704.2 Permitted Uses. See Section 700.

704.3 Conditional Uses. See Section 700 and Article VIII.

704.4 Minimum Lot Area.

704.41 Single-family Dwellings. Six thousand (6,000) square feet.

704.42 Two-family Dwellings. Ten thousand (10,000) square feet.

704.43 Multi-family Dwellings. Fifteen thousand (15,000) square feet plus three thousand (3,000) square feet for each dwelling unit in excess of two (2).

704.44 Ten thousand (10,000) square feet for all other uses.

704.5 Minimum Lot Width.

704.51 Single-family Dwellings. Sixty-five feet (65').

704.52 Two-family Dwellings. Eighty feet (80').

704.53 Multi-family Dwellings. One Hundred feet (100').

704.54 Other uses. One Hundred feet (100') at front Building line.

704.6 Minimum Lot Depth. One Hundred feet (100').

704.7 Minimum Front Yard. Twenty-five feet (25').

704.8 Minimum Side Yard.



- 704.81 Interior Side. Twelve feet (12').
- 704.82 Street side at corner lot. Seventeen and one-half feet (17.5').
- 704.9 Minimum Rear Yard. Twenty-five feet (25').
- 704.10 Maximum Building Height. Forty feet (40'). All proposed Buildings, other than single family, must be approved by the authority having jurisdiction for fire code enforcement. Structures over thirty five feet (35') will require special fire protection systems.
- 704.11 Off-Street Parking and Loading Regulations. See Article IX.
- 704.12 Screening Regulations. It shall be the responsibility of the property owner or lessee to provide the following screening measures:
- 704.121 Like or similar uses abutting each other in different Districts: None.
- 704.122 Unlike or dissimilar uses abutting each other in same or different Districts: Six foot (6') high closed fence or evergreen vegetation of sufficient density to serve the purpose of a solid fence.
- 704.13 Signs. See Article X.
- 705 I – Institutional.
- 705.1 Purpose. The Institutional Zoning District is established to permit certain institutional uses as defined in Article V, Definitions, Educational Facility.
- 705.2 Permitted Uses. See Section 700 and Article V, Definitions, Educational Facility.
- 705.3 Conditional Uses. See Section 700 and Article VIII.
- 705.4 Minimum Lot Area. Seven thousand five hundred (7,500) square feet.
- 705.5 Minimum Lot Width. Seventy-five feet (75').
- 705.6 Minimum Lot Depth. One hundred feet (100').
- 705.7 Yard Requirements.
- 705.71 Adjacent lots within the Institutional District shall have no front, side, or rear yard requirements except that a twenty five foot (25') Building setback shall be required from the right-of-way lines of any adjacent streets.
- 705.72 Lots within the Institutional District and abutting a different Zoning District shall be required to provide a twenty five foot (25') side, rear, and/or front yard on the perimeter facing the different Zoning District.

## Town Hall Site – Rezoning Schedule

<b>Zoning official receives application and forwards to chairman of the Planning and Zoning (P&amp;Z) Commission. Application must be heard within 30 days of chair receiving completed application.</b>	September 6, 2018
<b>P&amp;Z reviews application for conformity with the Comprehensive Plan and provides written recommendations to the Town Council prior to their October (10/11/18) meeting</b>	September 27, 2018
<b>Town Council calls for a public hearing of the proposed amendment at their November (11/8/2018) meeting</b>	October 11, 2018
<b>Staff physically posts the property affected by the rezoning and mails notice to all adjacent property owners (within 200' of subject property) at least 10 days but no more than 25 days prior to the public hearing</b>	October 17, 2018
<b>Staff provides notice of the public hearing in the local newspaper for two consecutive weeks at least 10 days, but no more than 25 days prior to the hearing date</b>	October 17 and October 24, 2018
<b>Council holds a public hearing to receive input as to the proposed rezoning. Council may then decide to vote on the matter or postpone action for further consideration. Council must adopt a statement as part of the rezoning that describes how their action is either consistent or inconsistent with the comprehensive plan and why they consider their action reasonable and in the public interest</b>	November 8, 2018
<b>Staff amends the official zoning map to reflect the adopted change</b>	November 8, 2018 (or later if postponed)



## Town of Montreat

P.O. Box 423, Montreat, North Carolina 28757

Phone: (828) 669-8002 • Fax: (828) 669-3810

### **MEMORANDUM: CHANGES TO MUNICIPAL ELECTION CYCLE**

TO: MONTREAT BOARD OF COMMISSIONERS  
FROM: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: CHANGES TO MUNICIPAL ELECTION CYCLE  
DATE: OCTOBER 4, 2018

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**Background:** In the Summer of 2018 the North Carolina General Assembly (NCGA) passed Session Law 2018-123 which, among other things, moved the Asheville City Council election from an odd year cycle to an even year cycle. The law also lengthened the terms of the current City Council members to meet the new schedule.

Asheville is the largest municipality in Buncombe County. Removing Asheville from the odd year cycle forces other municipalities to consider if they wish to bear the costs of odd year elections without the Asheville, or to change their elections to even years as well. The Buncombe County delegation to the NCGA has offered to draft legislation to make such a change for municipalities who wish to do so.

**Updates:** Staff reached out to Black Mountain, Biltmore Forest, Woodfin, Representative John Ager, and the Buncombe County Board of Elections. Black Mountain and Biltmore Forest are preparing information for their councils to review, but no resolutions have been adopted yet. They have committed to sharing those documents once they are available.

Rep. Ager stated that a resolution is helpful, but not necessary so long as he knows what is desired. If the Commission wishes to change the election cycle staff recommends proceeding by resolution none-the-less. The NCGA will not begin working on the issue until they are back in session in January, so there is time. However, there are four considerations that the Board should weigh:

#### **Considerations:**

1. Costs: In the last ten years the Town of Montreat has paid an average of \$4,089.54 per election. In the last two years that average has been \$5,596.44. The table below outlines the Town's elections costs since 2008.

4/6/2018	\$4,349.50
4/28/2016	\$6,843.37
4/2/2014	\$4,410.34
2/15/2012	\$4,533.59
2/2/2010	\$3,184.01
5/23/2008	\$1,216.43

Questions to ask include: How much would Montreat spend if it were operating elections on its own? How much would Montreat spend if it changed its election cycle to match Asheville's?

The Buncombe County Board of Elections estimates a net decrease in costs for either model. Too many variables are undetermined at this time, but it appears that if Montreat makes no change costs would decrease by between 30% and 50%. However, if Montreat moves to an even year election cycle costs could decrease by as much as 75%.

2. Partisanship: Generally speaking, elections that match presidential election cycles are more partisan in nature. Odd year elections have been a tool for preserving the nonpartisan nature of the offices of the Commission.
3. Participation: Turnout is greater when there are higher offices, such as the President, Governor, or Senator on the ballot. Moving to an even year cycle may not necessarily equate to greater voter participation in municipal elections, however. The Buncombe County Board of Elections has cautioned that if municipalities do move to even year elections their races will come at the end of very full ballots. This may lead to "under vote," a phenomenon where voter turnout is high, but voters skip 'back of the ballot' races. There is no local data to help predict if Buncombe County voters would participate in local races at different levels.
4. Length of Terms: In order to change Montreat's election cycle from even year to odd years the length of current Commission terms will have to be either elongated, or special elections would have to be held to fill the one-year gap. In 2019 three offices are scheduled for elections: The Mayor and two Commissioners. Additionally, Commission seats slated for elections in 2021 would have to be addressed. Given that the NCGA has opted to elongate the terms of the Asheville City Council it seems likely that the same approach would be applied here.

JAC



## TOWN OF MONTREAT

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PROCLAMATION # 18-10-0001

### PROCLAMATION HONORING MONTREAT COLLEGE CLASS OF 1968

**WHEREAS**, 2018 marks the 50<sup>th</sup> reunion of the Montreat College Class of 1968; and

**WHEREAS**, the Montreat College Class of 1968 will be honored by the Heritage Society on October 6, 2018; and

**WHEREAS**, the members of the Montreat College Class of 1968 have, through service and dedication, honored Montreat College and contributed greatly to the well-being of their homes, communities and country; and

**WHEREAS**, the members of Montreat College Class of 1968 have demonstrated in countless ways their dedication to the welfare of others and have earned the respect and affection of people of all ages and from all walks of life;

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor of the Town of Montreat, I do hereby deem it an honor and pleasure to extend this Proclamation Honoring the Montreat College Class of 1968 on the occasion of their 50<sup>th</sup> reunion, with sincere congratulations and best wishes for many more happy, productive years.

**IN WITNESS WHEREOF**, I hereby set my hand, and cause the Seal of the Town of Montreat to be affixed, this 13<sup>th</sup> day of September, 2018.

[SEAL]



Tim Helms, Mayor

ATTEST:

Alex Carmichael, Deputy Town Clerk



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### ADMINISTRATIVE REPORTS: Town Administration

Town Administration Report: September 1, 2018 to September 30, 2018

#### Monthly Statistics

Public Meetings	4
Inter-Organizational /Intergovernmental Meetings	0
Agendas Prepared	3
Minutes Transcribed	1
Resolutions Drafted	0
Public Records Requests Processed	0
Water Bills Processed	674
Leak Adjustments	0
New Water Accounts Established	1
Purchase Orders	95
Account Reconciliations	8
Journal Entries Approved	0
Professional Development Hours	0
Sunshine List Messages	4
Website Posts	10
Social Media Posts	4
Code Red Alerts	1
Workers Compensation Claims	0

#### Upcoming Events and Schedule Changes

- Town Hall Design Input Session – October 15<sup>th</sup>, 4:30 PM – Walkup Building

#### Comments

- The Town Hall Design Input Session will be the Communities final opportunity to expressed ideas about the Town Hall before the plans are designed.

**Staff Communications**

- N/A

**Town of Montreat**  
**September 2018 Zoning & Building Inspections Report**

**Zoning/Building Permit Applications:**

<u>Last Name</u>	<u>First Name</u>	<u>Montreat Address</u>	<u>Zoning Compliance Date</u>	<u>Permit #</u>	<u>Permit Date</u>	<u>Description</u>
Merae	Janet	130 Eastminster Terrace	N/A	5418	9/12/2018	Kitchen Renovation
Raley	Jessie	308 Texas Road	N/A	5420	9/18/2018	Install Outlet
Wilde	William	417 West Virginia Terrace	9/18/2018	5421	9/18/2018	Retaining Wall
Cozad	David	106 Frist Road	N/A	5422	9/25/2018	Ductless Minisplit
Norwood	Ben	283 Chapman Road	9/24/2018	5423	9/26/2018	New Residence

**ZONING ACTIVITY**

<b><u>Zoning Permit Applications:</u></b>	<b>3</b>
<b><u>Variance/Interpretation Requests:</u></b>	<b>0</b>
<b><u>Conditional Use Requests:</u></b>	<b>None</b>
<b><u>Permit Extensions Requested:</u></b>	<b>None</b>
<b><u>Sign Permit Applications:</u></b>	<b>0</b>
<b><u>Violations Reported:</u></b>	<b>None</b>

**BUILDING INSPECTIONS**

<b><u>Building Permit Applications:</u></b>	<b>5</b>
<b><u>Building Inspections Requested:</u></b>	<b>19</b>
<b><u>Re-inspections Requested/Required:</u></b>	<b>2</b>
<b><u>Fire Inspections Requested/Required:</u></b>	<b>None</b>
<b><u>Fire Permit Applications:</u></b>	<b>None</b>

**Totals**

<b><u>Totals</u></b>		
<b><u>Approved Zoning Permits:</u></b>	<b>2</b>	<b><u>Building Permits Issued:</u></b> 5
<b><u>Denied Zoning Permits:</u></b>	<b>0</b>	<b><u>Pending Building Permits:</u></b> 1
<b><u>Pending Zoning Permits:</u></b>	<b>1</b>	<b><u>Building Inspections Performed:</u></b> 24
<b><u>Variance/Interpretation Granted:</u></b>	<b>0</b>	<b><u>*Stop Work Order Issued:</u></b> None
<b><u>Conditional Use Permits Granted:</u></b>	<b>None</b>	<b><u>**Defective Building Posted:</u></b> None
<b><u>Permit Extensions Granted:</u></b>	<b>None</b>	<b><u>Denied Building Permits</u></b> None
<b><u>Sign Permits Issued:</u></b>	<b>0</b>	<b><u>Fire Inspections Performed:</u></b> None
<b><u>Notice of Violation (NOV):</u></b>	<b>None</b>	<b><u>Fire Re-Inspections Performed:</u></b> None
		<b><u>Fire Permits Issued:</u></b> None





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### ADMINISTRATIVE REPORTS: POLICE

#### Monthly Statistics

<b><u>MONTHLY POLICE STATISTICS REPORT</u></b>					
<b>SEPTEMBER</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>
Mileage	2486	2599	2959	3395	2546
Dispatched Calls	107	123	102	113	74
Officer-Initiated Calls	515	426	272	215	206
Fire/EMS Assistance Calls	3F/1E	2F/8E	4F/2E	5F/2E	4F
Motorist/Other Assistance Calls	84	117	54	50	39
Traffic Stops	32	14	42	50	42
Parking Issues	5	4	7	4	5
Burglar/Fire Alarm Responses	5B/4F	5B	1B/1F	3B	4B
Residential House/Building Checks	254	256	282	233	264
Ordinance violations	4	10	19	16	18
LE Agency Assistance Calls	27	20	11	13	16
Animal Calls	8	2	2	9	2
Larcenies	1	0	0	0	2
B&E Calls	1	0	0	1	1
Suspicious Person/Vehicle Investigations	15V/1P	9V/2P	25V/2P	15V/5P	8V 9P
Disturbance Calls	36	33	6	4	3
Accident Responses	0	2	0	0	0
Auxiliary Hours Worked	32R/96T	32R/24T	32R/24T	32R	40R 36/O
Truck turns at gate	4	4	0	0	1

#### Comments

- Town service: 515
- MRA service: 142
- College service: 11
- Fuel Cost:

September has been a fairly active month for the PD. The most notable event came in the form of Hurricane Florence. Montreat as a whole faired pretty well, all things considered. The PD had additional personnel on during the primetime of the storm. Wind and power outages were the primary result.

Earlier this month, Officer Joshua Kiser completed the Speed Measuring Device "Radar" Certification class. In addition to working with other agencies in the Governor's Highway Safety Program; we have been stepping up our enforcement of speed violations in an effort to keep our roads safer.

Finally, all members of the Department have completed the annual Mandatory In-Service Training this month. This is a requirement for all sworn personnel in the state.



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### ADMINISTRATIVE REPORTS: Water and Public Works

Water and Public Works report for the period beginning on September 1, 2018 and ending September 30, 2018.

#### Monthly Statistics

Calls for Service	60
Water Leaks Repaired	1
New Water Lines Installed	0
Meters Read	674
Meter Replacements	0
Water Produced	3,641,000 gal
Hours Pumped (11 wells combined total )	1745 hrs

#### Comments

- We are working with engineers on the waterline for Texas Rd . We should have an Authorization to Construct Letter from the state in 30 to 45 days.
- We have been working very closely with the Black Mountain Fire Department to test the fire hydrants in Montreat. If you experience any discoloration or air in your lines please call us at the office and we will come out and flush the lines. We are flushing in the afternoons after they have completed their tests because we cannot flush during their testing. It would give them inaccurate results.
- The Black Mountain Fire Department is scheduled to complete the hydrant testing early October. Then we can make any repairs to the hydrants if needed.

#### Staff Communications

- N/A



## TOWN OF MONTREAT

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### **ADMINISTRATIVE REPORTS: SANITATION**

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Sanitation report for the period beginning September 3, 2018 and ending September 26, 2018.

#### **Monthly Statistics**

Curbside Trash Collected	26.98
Curbside Recycling Collected	4.20
Bagged Leaf Pickup	105
Brush Pickup	13 Loads
Unique Stops	1,383
Pay-As-You Trash Collected	19
Pay-As-You Recycling Collected	11

#### **Events and Schedule Changes**

- The next bulky Item Pickup is October 30, 2018.

#### **Staff Communications**

- Please remember to tie your trash bags before setting them out for curbside pickup.



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### ADMINISTRATIVE REPORTS: STREETS

Streets report for the period beginning on September 1, 2018 and end September 30 , 2018 .

#### Monthly Statistics

Roads Maintained	15.12
New Roads Added	0
Sand Applied	0
Ice Melt Applied	0
Trees Removed	16

#### Comments

- We had another storm hit us on September 16 ,2018.
- We received an estimated 7 in. of rain fall and 40 mph gusts.
- We handled the large amount of rain fall fairly well with very little washing.
- We had several trees fall victim to the strong winds and the saturated ground.
- We had five trees removed by a contractor which required a crane due to the location of the trees and condition. The crane had to be set up twice, in different locations, which raised the cost of removal to \$6,500.00
- We had two emergency removals due to the storm at a cost of \$2,750.00
- We had nine removed by staff (which included storm-related trees) and resulted in a cost savings of \$5,500.00.
- The crew is continuing to mow and clean roads in preparation for the fall leaf season.

#### Staff Communications

- As you all may know we have a lot of repairs to do all over Town. I am asking for everyone to pass it along that there will be multiple crews making multiple repairs at the same time all over the Town. Please travel slowly and safely when traveling around the crews. Thank You.
- We are beginning to finally move forward with repairs to the storm damaged areas around town.

- Please keep a watchful eye out for contractors and our crew while the repairs are being made.
- We have completed the site prep on the site for the new public works facility. We are ready to move forward with the next steps toward completion.

**RUBEN  
CALDWELL DRILLING, INC.**

351 New Leicester Highway

Asheville, NC 28806

Telephone: 254-3581 • Fax: 254-3583

September 27, 2018

This Construction Contract (the "Contract") is made as of this 27 day of Sept, 2018, by and between Reuben Caldwell Drilling, Inc. and Town of Montreat.

## WITNESSETH:

## 1) Scope of Work:

Reuben Caldwell Drilling, Inc. will provide all materials, services, and labor for the installing of a new pump, 7 1/2 hp-35 gpm and new 1 1/2 inch galvanized drop pipe (273 feet) in the well.

Reuben Caldwell Drilling, Inc. will provide all materials, services, and labor for the installing of a well packer and liner pipe in the 8 inch well and grout the space between the well and the liner pipe to the top of the well.

## 2) Contract Price:

The cost of the work provided is as follows:

New pump installation - \$7,500.00.

Well packer installation - \$1,200.00.

These are subject to any additions and/or subtractions made pursuant to authorized change orders.

## 3) Payments:

Upon completion of the work described above, the Town of Montreat will be billed and payment will be expected in a timely manner (30-60) days.

Signed this 27 day of Sept, 2018.

[Signature]  
Reuben Caldwell Drilling, Inc.

[Signature]  
Town of Montreat representative

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

9/27/2018  
\$30,066.65  
30-91-8100-150  
[Signature]



# TOWN OF MONTREAT, NC

PUBLIC NOTICE OF  
REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES  
TEXAS ROAD PEDESTRIAN BRIDGE  
PROJECT NUMBER 2019-002



**Introduction:**

The Town of Montreat requests proposals from qualified and experienced engineers to prepare design documents for the Texas Road Pedestrian Bridge Project Number 2019-002. The purpose of this project is to prepare design documents for the conversion of Texas Road Bridge from a vehicular bridge to a pedestrian bridge. The project is located on Texas Road, spans Flat Creek, and is identified by bridge number 528. Services to be provided, proposal contents, evaluation criteria and submission requirements are outlined below.

The project is the conversion of an existing vehicular bridge into a pedestrian bridge. The Town envisions the long-term product to be a covered pedestrian bridge with wood and stone design elements and opensides. However, the construction and conversion of the bridge will be separated into two phases. The first phase will utilize the existing bridge structure to the extent reasonably possible. The engineer will need to consider the useful life of, and need to repair or replace in the future, the existing headwalls and wingwalls of the bridge. A structural engineer may need to be consulted in the design process. The first phase of construction/conversion will make needed structural improvements to the bridge, including either (a) removing the approximate 3 1/2' edge of the timbers along each side of the bridge (to the edge of the underlying steel beams), and then resurfacing the top of the remaining portion of the timbers; or (b) removing all of the existing timbers along the top surface of the bridge and installing new narrower timbers in their place. An alternative consideration would be to not utilize the existing structure as extensively, but to construct a "bridge over the bridge," with new supporting structures being installed. The first phase of construction will include needed safety improvements to the bridge. These include resurfacing the bridge, installing a handrail along each side of the bridge, installing bollards to prevent vehicular traffic on the bridge, and installing design elements directing pedestrian traffic onto the bridge.

The potential second phase of construction/conversion will include (a) a cover/roof over bridge, (b) a small park area in the area west of the bridge, and (c) any design elements and features that cannot be included in the first phase due to budgetary constraints.

Interest parties are invited to submit proposals for the provision of engineering and design services for the Texas Road Bridge Project Number 2019-002. All proposals must be delivered on or before Monday, November 12<sup>th</sup> at 4:00 PM in order to be considered. Each firm is asked to submit seven (7) copies of their proposal for service by US Mail or deliver to:

Alex Carmichael

Town of Montreat



96 Rainbow Terrace

Black Mountain, NC 28711

A PDF copy is also required to minimize future printing. Any questions should be directed to Alex Carmichael at [acarmichael@townofmontreat.org](mailto:acarmichael@townofmontreat.org) or (828) 669-8002.

**Scope of Services:**

The following will outline in detail the services to be provided by the Consultant:

1. The work will include but not be limited to geotechnical investigations and foundation recommendations, location and surveys, erosion control plans, structure design, preparation of any necessary permit application, preparation of planning document, and preparation of construction contract proposal and estimates. The plans for the work listed above shall be prepared in an electronic format as well as rendered in paper format.
2. Consultant shall participate in an initial half day meeting with Town Staff to engage in discussion about project deliverables as well as meeting as needed at predetermined milestones.
3. Coordinate a survey of the project area.
4. Based upon meetings and close coordination with Town Staff, including the Director of Public Works and the Flood Plain Administrator, the Consultant shall prepare and present a final project schedule to Staff.
5. Prepare the following deliverables:
  - i) Construction drawings for two-phased bridge conversion/construction as well as all necessary permits and locations and survey documents and other related documents as detailed above.
  - ii) Construction contract proposal and estimates
6. These drawings should be designed to meet ADA access standards and with eye towards improving pedestrian and bicycle safety and access to the greatest extent possible.

**Other Project Requirements:**

All technical memoranda and the final construction documents shall be submitted in electronic form to the Town.

**Evaluation of Proposals:**



A selection committee, composed of Town of Montreat staff, will review the submitted proposals based on the evaluation factors noted below. Proposals will be evaluated with regards to all factors. Key areas of focus will be on the experience and demonstrated ability of the project team members, project approach, and project schedule. The selection team will also consider innovative solutions that either result in effective, optimized, cost-effective improvements, or address an identified critical issue. In the event insufficient or inadequate submittals are received, additional firms may be invited to respond.

The shortlisted firms may be asked to appear before the selection committee for an informal interview. The interview will consist of a presentation of the firm's qualifications for the job, experience on similar projects, explanation of any ideas the firm has that have a bearing on overall project cost or time savings and a question/answer period. After selecting the best qualified firm based upon the evaluation criteria below, the selection committee will negotiate a fee for the proposed work. The Town of Montreat reserves the right to reject any and all proposals.

Proposals and the previous qualifications will be evaluated based on the following criteria:

1. Firm experience/reputation/workload: Experience of the firm in similar work and record of successful results of that work. Also considered will be the firm's ability to take on additional work, the firm's demonstrated understanding of the project's goals and purpose, the firm's productive and professional working relationship with the Town of Montreat, the firm's specific management approach, how the firm proposes to achieve the project's time goals, how well the firm's organizational structure shows sufficient depth for its present workload, and the firm's ability to offer the breadth and quality of services required for the project. Examples of relevant work experience including projects of similar size undertaken within the last three years will be required.
2. Experience of the personnel assigned to the project team: The Town of Montreat will give considerable weight to the individual qualifications of the project team members who will actually do most of the work on this project. Consideration will include qualifications of key personnel, project team members' individual experience and other qualifications, the project manager's experience, sub-consultants' individual experience, as well as other qualifications.
3. Response to the project objective outlined in the RFQ: This should include demonstrated understanding of scope of project, demonstrated ability and pedestrian infrastructure experience, innovative suggestions that may increase the value of this project, as well as



demonstrated ability to present technical data in a user-friendly format with appropriate use of graphics.

4. Adherence to proposal format.
5. Schedule: Once a contract is awarded, the selected firm must be in a position to begin work immediately and move quickly towards completion.

**Proposal Contents:**

Proposal shall be reviewed and approved by Town Staff. Based upon the results of those evaluations, Staff will contact the firms considered to best qualified. The Town reserves the right to select a consultant without an interview, should that be deemed appropriate by Town Staff.

The Proposal shall include, at a minimum, with sections tabbed with numbers, the following:

1. Introduction:
  - a. An introductory letter & table of contents.
  - b. A clear & concise response as to why the Town of Montreat should select your firm for this work. This response should demonstrate a general understanding of the Town's service needs.
2. Statement of qualifications of firm: A description of the Consultant's relevant qualifications and experience, including:
  - a. Date of most recent qualification
  - b. Statement of any possible conflicts of interest
3. Staff:
  - a. Identify project personnel/subconsultants qualifications and experience
  - b. Unique qualifications of key team members
  - c. Organizational chart indicating personnel to be assigned by discipline
4. References: References for three similar projects successfully completed in the last ten years by the Consultant, including current contact information for those references.
5. Project Approach: A description of how the firm proposes to approach this project, including sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Describe the hierarchy of project management. Provide suggestions for any additional services which may enhance the value or affect the overall economy and effectiveness of the project.



6. **Project Schedule:** A proposed time schedule and a method of assuring that the time schedule is met. Provide a proposed time schedule for completion of the key tasks in each phase and the method to assure that the time schedule will be met. Identify the person responsible for assuring schedule compliance.
7. **Required Forms:** A complete E-verify statement, for each firm proposed to be a part of the project team as well as a completed, current certificate of insurance, an Iran Divestment, and Israel Boycott Contracting statement.
8. **Standard Engineering Services Contract:** A professional services contract will be negotiated with the selected consultant based on the proposed scope of work. Attach an example of the firm's standard engineering services contract. This may serve as a basis for any contract with the selected consultant. The agreement must include the following provisions. "Indemnification and Hold Harmless Agreement: Name of the Contractor / Supplier shall indemnify, protect, defend and save harmless the Town of Montreat, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the actions or inactions of the contractor with respect to [provide a description of the operations, service, or work being performed, including the contract number, purchase order or other identifier under the contract] except such loss, damage or injury as is caused by the sole negligence of the Town of Montreat. This indemnity agreement shall impose liability on the (Name of the contractor / supplier) to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressing deleted from said agreement."

Proposals shall include information certifying that the consultant will provide the following minimum insurance coverage prior to execution of the engineering services contract.

#### **Insurance Requirements**

The consultant will be required to obtain Workers' Compensation, Employers' Liability, General Liability, Automobile Liability, Umbrella, and/or Professional Liability. The Town of Montreat shall be named as additional insured for General Liability.

#### **Format:**



All submittals shall be limited to a maximum of 25 pages and must use no smaller than 10pt size text. Submittals consisting of more than 25 pages shall be rejected. Submittals shall be printed single-sided on 8.5"x11" paper. The two required forms (E-verify & certificate of insurance) and front and back covers will not count toward the page limit. Promotional literature, brochures, cover letter etc. will be considered as a part of the page limit. Failure to include any required components of the Proposal as listed above may result in disqualification of the proposal. Any proposals either submitted after the deadline or submitted with fewer copies than required will not be considered.

**Proposed Schedule:**

The chart below shows the schedule of key events to prepare your organization's proposal package.

**DATE EVENT**

- October 15, 2018 Issuance of Request for Proposals
- October 29, 2018 Pre-submittal meeting, 10:00 AM, Town Services Building, 96 Rainbow Terrace, Black Mountain, NC 28787
- November 12, 2018 Proposals are due by 4:00 PM

**Disclosure Requirements:**

The Town of Montreat is an Equal Opportunity Employer. Local, minority, female owned, and small businesses are encouraged to submit proposals. The Town of Montreat reserves the right to reject any or all proposals that do not meet the proposal contents specified above.

**Contact with Town Staff:**

Maintaining the integrity of the RFQ process is very important to the Town of Montreat. This RFQ will be posted on the Town of Montreat website. Unless you have questions regarding the RFQ process, do not contact any members of Town Commission or Town Staff until the contract is awarded. Questions regarding the process may be directed to Mr. Alex Carmichael at [acarmichael@townofmontreat.org](mailto:acarmichael@townofmontreat.org). Answers to any questions will be issued as an addendum & issued via email to all parties who attend the pre-submittal meeting. Failure to adhere to these restrictions may significantly reduce your prospects for selection. The firm selected for this work will be notified via telephone. Notification to firms that have not been selected will be transmitted via the US Mail.



We look forward to receiving your proposal package.

Sincerely,

Alex Carmichael

Town Administrator



Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

August 21, 2018

Ann Vinson, Tree Board Chair  
Town of Montreat  
PO Box 423  
Montreat, NC 28757-0423

**NOTIFICATION OF FUNDING OFFER**

Dear Mrs. Vinson,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – North Carolina Forest Service, I am pleased to inform you that \$3,700.00 for your project, Second Phase Public At-Risk Tree Inventory, was approved under the Urban and Community Forestry Grant Program.

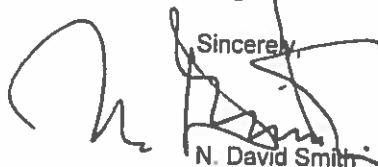
Two original contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

NC Forest Service  
Lucy Cohn-Still, Urban Forestry Specialist  
1616 Mail Service Center  
Raleigh, NC 27699-1600

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Lucy Cohn-Still at 919.857.4841, or feel free to send an email to [Lucy.Cohnstill@ncagr.gov](mailto:Lucy.Cohnstill@ncagr.gov).

I would like to take this opportunity to thank you for participating in the NC Urban & Community Forestry Grant Program for more effective and efficient management of urban and community forests.

Sincerely,  
  
N. David Smith  
Chief Deputy Commissioner

Enclosures  
cc: Melissa Madrid, Grants Manager

Email: [David.Smith@ncagr.gov](mailto:David.Smith@ncagr.gov)  
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001  
(919) 707-3033 • Fax (919) 715-0026  
An Equal Opportunity Affirmative Action Employer







**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Steven W. Troxler, Commissioner

**Contract Check Off List for Grantee (Government/University)**

**INSTRUCTIONS:** Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

**GRANTEE ORGANIZATION NAME:** Town of Montreat

**PROJECT TITLE/NAME:** Second Phase Public At-Risk Tree Inventory

**CONTRACT #:** 18-119-4002

GO Entities Only Check One Box		Document Title	Department Use – Documents Attached or On File		Grants and Contracts- Documents Attached or On File	
Yes	No		Yes	No	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	Contractual "Check Off List for Grantee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment A – General Terms and Conditions – Government/University	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment C – Certifications and Assurances Section	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment D – NC OpenBook Supplemental Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment E – Signature Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment F – W-9 Tax Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment G – Vendor Electronic Payment Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment H – FFATA Data Reporting Requirements (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Attachment I – Federal Regulations (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



North Carolina Department of Agriculture  
and Consumer Services



**Federal Grant Award Pass Through Requirements for SubRecipient**

**Contract # 18-119-4002**

**This grant is a subaward of a federal grant.**

Federal Award Identification Number: 18-DG-11083137-001

Federal Award Date (date signed by federal authorizing official): August 6, 2018

Total Amount of Federal Award to NCDA&CS: \$3,187,670.00

Name of Federal Awarding Agency: USDA Forest Service

CFDA Number and Program Name: 10.675 Urban and Community Forestry Program

Indirect Cost Rate for Federal Award: 30%

Awarding Agency Name: NC Department of Agriculture and Consumer Services, NC Forest Service

Awarding Official Name: N. David Smith

Awarding Official Contact Info: 2 West Edenton Street, Raleigh, NC 27601

Subrecipient Name (must match DUNS name): Town of Montreat

Subrecipient DUNS: 124125584

Subaward Period of Performance: Start Date September 1, 2018

End Date: July 31, 2019

Amount of Federal Funds Obligated to Subrecipient by this Action: \$3,700.00

Total Amount of Federal Funds Obligated to Subrecipient by the Agency: \$3,700 .00

Subaward Project Title: Second Phase Public At-Risk Tree Inventory

Award is R&D: Yes/No

All Requirements: See scope of work, Attachment B and federal statutes, regulations and terms and conditions, Attachment A.

Additional Requirements: Required financial and performance reports (See Contract Section VIII)

Subrecipient Indirect Cost Rate (or 10% de minimis): 10%

Access to Subrecipient's Records and Financial Statements: See Contract General Terms and Conditions

Terms and Conditions of Closeout of Subaward: See Code of Federal Regulations Title 2, Subtitle A, Chapter II §200.343-5 Closeout, adjustments, continuing responsibilities and collection of amounts due

Risk Evaluation Complete: Yes/No

Specific Conditions, if any:

Subrecipient's Cumulative Prior Year Federal Expenditures > \$750,000: Yes/No

Audit verified? N/A

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**



**Departmental Use Only**

**CENTER:** 1610-4411-2018  
**ACCOUNT:** 536421  
**AMOUNT:** \$3,700.00  
**FED AWARD #:** 18-DG-11083137-001  
**CFDA:** 10.675

**North Carolina Department of Agriculture and Consumer Services  
North Carolina Forest Service  
Urban and Community Forestry Grant Program – Government**

**CONTRACT # 18-119-4002**

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, North Carolina Forest Service, (the "Agency") and Town of Montreat, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-0949173 and is physically located in Buncombe County, and is further located at PO Box 423, Montreat, NC 28757-0423.

The purpose of this Contract is to complete the second phase of their public at-risk tree inventory that was started last year. The Grantee's project title is Second Phase Public At-Risk Tree Inventory. This Contract is funded by a grant from USDA Forest Service, Cooperative Forestry Assistance, CFDA# 10.675, for the Urban and Community Forestry Grant Program. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 06/30.

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)
9. FFATA Data Reporting Requirements (Attachment H)
10. Federal Regulations (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on September 1, 2018 and shall terminate on July 31, 2019 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$3,700.00.

This amount consists of: \$ 3,700.00 in federal funds.

☐ a. There are no matching requirements from the Grantee.

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

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

☒ c. The Grantee's matching requirement is \$3,700.00, which consists of:

	In Kind	\$ 3,700.00
	Cash	\$
	Cash and In-kind	\$
	Cash and/or In-kind	\$
	Other/Specify:	\$

☐ d. The Grantee has committed to an additional \$2,714.00 to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$10,114.00.

**V. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

**VI. Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

**(1) Agency:**

- a) **Semi-annual Report:** Grantee shall submit a programmatic report, the format to be supplied by the Agency. This report is due March 1, 2019 and covers all grant activity from start date to February 28, 2019.
- b) **Final Report:** Grantee shall submit a programmatic report, the format to be supplied by the Agency. This report is due within 15 days of the contract end date.

**(2) Federal: (applies to federal funds only)**

FFATA: Congress passed the Federal Funding Accountability & Transparency Act (FFATA) in 2006 with the objective to promote open government by enhancing the federal government's accountability for its stewardship of public resources. The Grantee shall complete the FFATA Data Reporting Requirements, Attachment L, and if applicable, register in the Central Contractor Registration Database at <https://www.sam.gov>.

CFR Title 2, Part 200: Any Grantee that receives \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports must be uploaded to the website for the Federal Audit Clearinghouse (FAC). Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Grantees that receive less than \$750,000 in federal funds during its fiscal year from any source, are exempt from federal audit requirements for that year, except as noted in Subpart F Audit Requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

**IX. Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the

Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.



**X. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Lucy Cohn-Still, U&CF Program Coordinator North Carolina Forest Service 1616 Mail Service Center  Raleigh, NC 27699-1600  Telephone: 919.857.4841 Email: <a href="mailto:Lucy.CohnStill@ncagr.gov">Lucy.CohnStill@ncagr.gov</a>	Lucy Cohn-Still, U&CF Program Coordinator North Carolina Forest Service 512 N. Salisbury Street 10 <sup>th</sup> Floor, Archdale Building  Raleigh, NC 27604

**For the Grantee:**

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Ann Vinson, Tree Board Chair Town of Montreat PO Box 423 Montreat, NC 28757-0423  828.669.8002  <a href="mailto:momevinson@bellsouth.net">momevinson@bellsouth.net</a>	SAME

**XI. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

**XIII. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

**XIV. N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

**XV. Signature Warranty:**

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

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: Town of Montreat

Signature of Authorized Representative	Date
<u>Alex Carmichael</u>	<u>Town Administrator</u>
Printed Name	Title

**Witness:**

Signature	Date
Printed Name	Title



**North Carolina Department of Agriculture and Consumer Services**

Signature of Authorized Representative	Date
<u>N. David Smith, Chief Deputy Commissioner</u>	

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**Special Payment Schedule Disclosure- End of State Fiscal Year**

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**Effective: October 12, 2016**

**Instructions:** This form will be part of the Scope of Work, Attachment B. Grantee is to review and complete the required portion below.

According to the Payment Provisions- Section IX in the Contract, all payments are subject to the availability of funds. This said section also states that upon approval by the Agency, payment shall be made within 30 days. **This disclosure notifies that a special payment schedule will be followed between the months of May through June, in order to accomplish the End of State Fiscal Year requirements.**

**Special Payment Schedule:** A Request for Payment form, with supporting documentation (if applicable), must be submitted to the Agency Contract Administrator by April 30<sup>th</sup>, to allow for payment to be made by May 31<sup>st</sup>. **No payments will be processed or made during the month of June.** Any Request for Payment forms submitted to the Agency Contract Administrator during the months of May or June, will be processed after July 1<sup>st</sup>.

**Town of Montreat**

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Grantee Organization Name

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Board Chairman, Executive Director, or other Authorized Official Signature

Date

**Alex Carmichael, Town Administrator**

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Printed Name and Title of Authorized Official

## Budget Proposal Form

Itemize each expenditure or match value under Grant, Cash Match or In-kind Match categories	Detailed Explanation of Expenditures and Match Values	Grant Funding	Cash Match	In-Kind Match
<b>Component 1: Continuation of tree inventory for Assembly Drive and Greybeard Trail corridor to assess and map at-risk trees</b>				
<b>Grant Funding</b>				
Technician/Intern to enter and map new inventory findings into database	Hire GIS intern/technician from area university or technical college to handle more time-intensive aspects and mapping of new inventory into database	\$2,650		
Preparation of new inventory data for insertion into Town Tree Management Plan	Printing, reproduction and distribution of new inventory findings for insertion into tree management plan for hard copies, flash drives and uploading onto Town website	\$250		
<b>Cash Match</b>				
Inventory supplies	Purchase of additional safety vests and Biltmore sticks; replenishment of paint supplies		\$200	
<b>In-Kind Match</b>				
Volunteers - data collection	8 hrs/day @ \$22.99/hr for 3.5 days X 6 volunteers			\$3,862
Town Administrator - Alex Carmichael	Project admin. & volunteer coord. - 2 hrs/day @ \$36.62/hr for 10 days			\$732
Public Works Director - Barry Creasman	Project admin. & volunteer coord. - 2 hrs/day @ \$19.60/hr for 10 days			\$392
Zoning Administrator - Adrienne Isenhower	Project admin. & volunteer coord. - 2 hrs/day @ \$44.44/hr for 10 days			\$889
Utility Maintenance Worker - Mike Harrison	Project admin. & volunteer coord. - 2 hrs/day @ \$16.94/hr for 10 days			\$339
<b>Subtotals</b>		\$2,900	\$200	\$6,214
<b>Component 2: TRAQ training and certification for town staff</b>				
<b>Grant Funding</b>				
Public Works Director - Barry Creasman ISA Certified Arborist # SO-10013A	TRAQ workshop training and certification	\$800		
<b>Cash Match</b>				
	none anticipated			
<b>In-Kind Match</b>				
	none anticipated			
<b>Subtotals</b>		\$800		\$0
<b>TOTALS</b>		\$3,700	\$200	\$6,214

## Schedule/Timeline

This form, at **minimum**, must include the key or milestone activities of the project. These activities should also be addressed in the budget, that is, all elements included in the budget as grant or match; this includes the paid activities and volunteer or staff estimates.

What will be done	Who will do it	When it will be started and completed	Evaluation/ Documentation
<b><u>Component 1 – Inventory w/Hazard Assessment</u></b>			
Provide guidance & training to conduct inventory	NCFS & Town Staff	May 2019	Invoices/Time Sheets
Advertise for Intern	Town Administrator	March 2019	Advertisement
Purchase inventory supplies	Public Works Director	April 2019	Invoices
Data collection	Tree Board Volunteers, Staff & Intern	May & June 2019	Data/Sign-in Sheets
Administration and volunteer coordination	Town Staff	April 2019	Time Sheets
Input inventory into GIS maps; compile inventory report with printed maps	Intern/Technician	May thru July 2019	Invoices/Time Sheets/ Completed Inventory w/maps
Hazard Assessment/ Prepare Phase 2 of Tree Management Plan	Tree Board, Staff & Intern	June & July 2019	Time Sheets/Final Draft
<b><u>Component 2 – TRAQ Training for staff</u></b>			
TRAQ training for two ISA certified arborist staff members	Staff arborists	Spring 2019	Invoices/certification
<b><u>Reporting</u></b>			
Submit Mid-Year Status Report	Project Coordinator	March 1, 2019	Mid-Year Status Report form
Submit Final Accomplishment Report and final Reimbursement Request	Project Coordinator	July 31, 2019	Final Accomplishment Report form; Accomplishment Narrative; additional required documentation; Request for Reimbursement form with invoices.



## **Second Phase Public At-Risk Tree Inventory**

### **Background**

The Town of Montreat (“Town”) is a wooded mountain community whose citizens, visitors, employees and officials value its forest canopy. The Town has a history of, and remains committed to, maintaining a healthy tree population on public lands, rights-of-way and greenspaces, consistent with its limited staff and budget. Many agencies and organizations are involved in the protection and development of our forest.

The Town’s tax base is limited due to the small full-time population of 798, and a 60% property ownership by tax-exempt entities. This results in the Town’s ability to fund primarily a limited reactive forest maintenance program. A U&CF grant for 2017-2018 allowed one town employee to obtain ISA arborist certification; another to continue his work towards this certification. One of the Town’s five commissioners is responsible for environmental issues, and represents the Town to many community environmental groups.

The Town’s citizen-based Tree Board (“Board”) is finalizing a public tree management plan designed to be updated as various phases of the inventory are completed. The Board continues to promote public awareness of the Town’s overall forest health with Arbor Day events, community signage, information sheets concerning new threats to the Town’s trees, and other efforts. In conjunction with students and staff of Montreat College (“College”), the Board and community continue the monitoring of the multifaceted Hemlock woolly adelgid biocontrol efforts. The Town’s largest private landowner, the Mountain Retreat Association (“MRA”), assists the Town with the maintenance of the community’s greenspaces. Due to the efforts of the Montreat Landcare Committee (“Landcare”), an umbrella group of eight key community organizations, each with environmental protection as part of its mission, the Town received its first Tree City USA certification in 2015; the Board has continued the project, and Montreat is a Tree City USA for the third consecutive year. In conjunction with Landcare, the Board continues to raise awareness of the Firewise project.

### Objectives

The objectives of this proposed project are: 1) to continue the inventory of high risk trees of 12-inch DBH (diameter at breast height) or greater located on selected public lands in Montreat; 2) to fund a stipend for an intern to maintain and update the Town's inventory mapping and database; 3) to incorporate the findings into the Town's tree management plan; 4) to provide for TRAQ training for one staff member to enhance ISA Arborist certification; and 5) to enhance the education of the Town's private and public property owners about the value and importance of the at-risk tree inventory and the management plan for the safety, health and longevity of our forested environment.

### Statement of Need

The large, dense forest canopy that is prevalent in the Town calls for a continual need for informed tree management. This need applies especially to those trees endangering either vehicular or pedestrian traffic and/or to public or private permanent structures. The assessment of these at-risk trees continues to be the most immediate and important piece of information necessary to update the public tree management plan. Completion of this project will allow continuation of the transition from reactive management to proactive management of the forest canopy while providing a more efficient and cost-effective system for the removal or treatment of dead or at-risk trees. Having an ISA Certified Arborist on staff has provided the Town with knowledge and skill levels for improved proactive tree maintenance. Continuing arborist education by the addition of TRAQ training and certification for town staff will provide needed continual evaluation and assessment of tree health and beyond the inventory process.

Future and present threats to the health of the woodlands, from invasive insects and plants, and from wildfires, are taken very seriously by this heavily wooded community. Hence, the continuing need for education and outreach to property owners, many of whom are absentee owners.

### Strategy/Methods

The Town will continue its assessment of at-risk trees in the next section of its main transportation corridor. Through the Board, the Town again will seek training from the NC Forest Service for its staff and volunteers in basic species identification and tree conditions. With the continued aid of the Survey 1-2-3 application, the project team or teams again will be able to input data into hand-held devices. Trees that are



dead or are in poor health will be marked with spray paint to identify them for immediate removal, pruning, or other treatment. This second phase “at-risk” inventory would evaluate 12” or larger diameter trees within an approximately 20’ corridor along an estimated additional mile of the Town’s main road. An intern or outside technician will be hired for the continued compilation and mapping of the data taken from the hand-held devices.

The Town anticipates being able to enroll one member of its staff in a TRAQ training session during the grant cycle. This training combined with ISA arborist certification accomplished during the last year will contribute to the professional in-house proactive management of the Town’s trees.

#### Visibility and Impact

The expected long-term impact of the project continues to be two-fold: 1) to provide the Board, Town staff and officials, and citizens the information and education necessary for proactive sustainable tree maintenance and management practices; and 2) to expand the initial database in anticipation of future and more comprehensive tree inventories.

The project findings will be incorporated immediately into the Town’s tree plan to continue the proactive tree management process begun last year. This will allow for the continuing focus on a healthy tree population, the identification of early signs of potential insect infestation (i.e., Emerald Ash Borer) and maintenance of a vibrant forest.

Project progress and results will be shared with the Town Council at its monthly meetings, with the public via the Town’s website and other social media, and at the Board’s regular monthly meetings. The Board envisions posting condensed executive summaries, targeted to lay audiences, on the Town’s website, as well as making the summaries available for distribution at various community meetings and events such as the annual Cottagers’ meeting (“Cottagers”, similar to a Homeowners’ Association), and Arbor Day programs. The completed tree plan will be made available in both print form and as a downloadable electronic document.

We anticipate the continued education of and involvement of homeowners and the public-in-general with care and maintenance of privately owned, forested property. This will result in both the improved management of at-risk trees and a reduction in wildfire risk and insect infestation.

### Project Coordinators, Partners and Cooperators

Overall project coordinators: Barry Creasman, Public Works Director for the Town and ISA Certified Arborist # SO-10013A; Adrienne Isenhower, Town Zoning and Code Administrator; Erin Marie Wheeler, CPA, Financial Officer for the Town; and Alex Carmichael, Town Administrator. The Town Administrator and the Town Finance Officer will handle all financial and contractual matters. The NC Forest Service will provide any technical training necessary for the project.

Close coordination in the monitoring of Hemlock health will continue to be maintained with College and the Hemlock Restoration Initiative; with Landcare for outreach and education; and with the MRA for continued maintenance and care of the shared greenspaces. (Please see appended letters in Supplement.)

### Final Products and Accomplishments

Project completion will:

- expand the tree inventory database enabling the Town to move forward with a proactive rather than reactive forest management;
- further educate one staff arborist with TRAQ training and certification; and
- further expand citizen education and involvement in best-use practices enabling all property owners to better care for the community's forest.

### Outreach

Lay language packages, summarizing current and future inventories and assessments and their relevance to the Town's tree management plan, will be accessible via the Town's website and other social media, as well as being available for pickup at Town Council meetings, Cottagers' meetings, and at the Town offices. Enhanced use of community organizational newsletters and calendars to better reach seasonal and absentee property owners.

Supplements: 1) Map of Town's public rights-of-way with next proposed section for inventory indicated; 2) Letter from Montreat College; 3) Letter from Hemlock Restoration Initiative; 4) Letter from Montreat Landcare Committee; 5) Letter from Mountain Retreat Association; and 6) proposed advertisement for intern position.



## Certifications and Assurances

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### CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

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#### 1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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#### 2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

96 Rainbow Terrace

Black Mountain, NC 28711

### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

- B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

#### **4. ACKNOWLEDGEMENTS**

Forest Service support shall be acknowledged in any publications, audiovisuals, and electronic media developed as a result of this award. Language or similar shall read:

***"The work upon which this publication is based was funded in whole or in part through a grant awarded by the Southern Region, State and Private Forestry, U.S. Forest Service"***

##### **Members of Congress**

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.

##### **Buy American Act**

Federal law requires that any equipment and products purchased with federal funds be, to the extent practicable, American-made.

##### **Eligible Workers**

The recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this award.

##### **Right to Transfer Equipment**

Equipment approved for purchase under this award is available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the Federal Government of any equipment with a current per-unit fair market value in excess of \$5,000 purchased with U.S. Forest Service funding. Upon expiration of this award, the recipient shall forward an equipment inventory to the U.S. Forest Service, listing all equipment purchased with U.S. Forest Service funding throughout the life of the project. Disposition instructions shall be issued by the U.S. Forest Service within 120 calendar days from termination of this award.

In general, title to equipment acquired by a grantee with Federal funds vests in the Grantee upon acquisition, subject to the property management requirements of 7 CFR 3016 and 7 CFR 3019. Limited exceptions to these general rules are States, which shall use, manage, and dispose of equipment acquired under a grant in accordance with State laws and procedures, and certain research grant recipients with exempt property. These requirements do not apply to equipment for which only depreciation or use allowances are charged, donated equipment, or equipment acquired primarily for sale or rental rather than for use.

##### **Women and Minorities**

It is a national policy to place fair share of purchases with small, minority, and woman-owned business firms. The U.S. Forest Service is committed to the objectives of this policy when it is expected that the award will afford opportunities for purchase from the business community and encourages all recipients of financial assistance to take affirmative steps to ensure such fairness. In particular, recipients should:

- a. Place small, minority, and woman-owned business firms on bidder mailing lists.
- b. Solicit these firms whenever they are potential sources of supplies, equipment, or services.

- c. Where feasible, divide total requirements into smaller needs and set delivery schedules that will encourage participation by these firms.
- d. Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Office of Small and Disadvantaged Business Utilization, and similar state and local offices where they exist.

#### **Title VI Compliance**

The recipient shall comply with all federal statutes relating to non-discrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16) which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683) and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities.

#### **Freedom of Information Act**

It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

(Insert the Program) of the U.S. Forest Service, (briefly describe your program, etc.)

The recipient may call on the US Forest Service's Office of Communication for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to Forest Services' Office of Communications as far in advance of release as possible.

#### **Public Information**

The recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

*In accordance with Federal law and US Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity employer.*

If the material is too small to permit the full statement to be included, the material will at a minimum include the statement in print size no smaller than the text that "*This institution is an equal opportunity provider.*"

For your information the Department of Agriculture Inspector General keeps reports confidential for information they receive concerning fraud, waste, or abuse under grants and cooperative agreements. *Callers may decline to give their names if they choose to remain anonymous.*

**As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above Certifications and federal Terms and Conditions.**

**Town of Montreat**

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Grantee Organization Name

---

Signature of Authorized Representative

Date

**Alex Carmichael**

---

Printed Name of Authorized Representative

Title





## NC OpenBook Supplemental Information

**Instructions:** Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: 124125584  
 Contract Number: 18-119-4002 Amendment Number: \_\_\_\_\_  
 Grantee Name: Town of Montreat  
 TAX ID Number: 560949173  
 Fiscal Year Ends: June 30

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.
Our Vision is that healthy native trees and shrubs on public lands add social, cultural, spiritual, environmental and economic benefit to a community that values a vibrant forest ecosystem.
The Mission of the Town of Montreat Tree Board is to represent and act on behalf of citizens in the promotion, protection and preservation of healthy native trees and shrubs on public lands in ways that enhance the quality of life in the community, in partnership with town officials and staff, educators and forest professionals through research, education, outreach and application of best practices for planting, pruning, preservation, removal, replacement and overall care and planning of a sustainable forest canopy and its associated biodiversity.

2. Current project timeline: Begin 04-01-2019 End 07-31-2019

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
Expansion of the Town's inventory of at-risk trees in the public rights-of-way will continue the pro-active tree maintenance program. As a result, more trees will be identified and either removed or monitored for public safety reasons, and for the health of the Town's trees. The continued education of Public Works personnel will enhance this effort.

4. The Grantee's WEB URL: http://townofmontreat.org/

5. \* Grantee County of Residence: Buncombe Congressional District#: 10  
 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. \*\*County of Benefit: Single County: ☒ Yes ☐ No County Name: \_\_\_\_\_  
 Statewide: ☐ Yes ☐ No  
 Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.


\*Grantee County of Residence: County in which grantee is located.

\*\*County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.



## Signature Card



## CONTRACT &amp; FINANCIAL DOCUMENTS

**INSTRUCTIONS:** Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in **Blue Ink**) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

## SECTION I.

Date: 10/11/2018

Legal Applicant Organization/Agency Name: Town of Montreat

Federal Tax Identification Number: 560949173

## SECTION II.

**Certification:**

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

## NON-GOVERNMENTAL ORGANIZATIONS ONLY

**Board Chair, Executive Director, etc.****Financial Representative, Treasurer, etc.**

Print Name &amp; Title:

Print Name &amp; Title:

Signature:

Signature:

## GOVERNMENTAL ENTITIES

**Authorized Governmental Official****Chief Fiscal Officer**

Print Name &amp; Title:

Print Name &amp; Title:

Alex Carmichael, Town Administrator

Erin Marie Wheeler, Finance Officer

Signature:

Signature:



## Federal Regulations and Contract Provisions

### Uniform Grant Guidance (applies to all grants)

2 CFR Chapter I, and Chapter II Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Revised to **Uniform Guidance Title 2 Part 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eff. 12/24/14.

### Emergency Food Assistance (Administrative Costs)

#### 10.568 2CL

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

### Emergency Food Assistance (Food Commodities)

#### 10.569 2CL

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

### National School Lunch Program

#### 10.555

Program regulations on operational requirements are codified at 7 CFR Parts 210, and 7 CFR 245 for free and reduced price meal eligibility.

### Commodity Supplemental Food Program

#### 10.565

7 CFR Part 247.

### Special Crop Block Grant – Farm Bill

#### 10.170

OMB Guidance for Grants Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 and 2 CFR 400 applies to this program. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Additional information about the Specialty Crop Block Grant Program is available at [www.ams.usda.gov/scbgp](http://www.ams.usda.gov/scbgp).

Additional information about the Specialty Crop Multi-State Program is available at [www.ams.usda.gov/scmp](http://www.ams.usda.gov/scmp).

### Cooperative Forestry Assistance

#### 10.664

Forest Service Manual- Titles 3000, 3100, 3200, 3300, 3400, 3500, 3600, 3700, 3800, and 3900 available in all Forest Service offices, and State Forestry agency offices. Grant regulations found at 2 CFR 200 as implemented and supplemented by USDA at 2 CFR 400.

### Nonpoint Source Implementation Grants

#### 66.460

Operational grant guidelines for FY 2013 Nonpoint Source Program and Grants Guidelines for States and Territories (Oct. 23, 2003). The guidelines can be found at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-historic-guidance>.

The revised guidelines published on April 12, 2013 apply for FY 2014 and beyond and can be found at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance>.

Tribal grant information is posted at <http://www.epa.gov/nps/tribal>.

### Basic and Applied Scientific Research

#### 12.300

Department of Defense Grant and Agreement Regulations (DoDGARS) and refer to ONR website – <http://www.onr.navy.mil>

The Grantee agrees to abide by all applicable federal administrative and audit requirements, cost principles and program regulations.

The electronic code of federal regulation is available at the U.S. Government Printing Office's website, <http://www.ecfr.gov>. The Catalog of Federal Domestic Assistance is available at <https://www.cfda.gov>.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is



permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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**TOWN OF MONTREAT**  
**FISCAL YEAR 2019**  
**BUDGET AMENDMENT #2**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2019.

**Department(s):** CULTURAL & RECREATION

**Purpose:** Establish the creation of the special revenue funds for the Land Care

**Section 1.** To amend the Special Revenue Fund as follows:

Line Item	Account Number	Increase Change	Decrease Change	Amended Budget
Revenues				
Donations	TBD	\$750.00		\$750.00
Expenditures				
Departmental Supplies	TBD	\$750.00		\$750.00

**Notes:**\_\_\_\_\_.

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Erin Marie Wheeler 10-3-2018  
Finance Officer Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Recorded and filed:**

_____ Budget Officer/Town Administrator	_____ Date
_____ Town Clerk	_____ Date

**TOWN OF MONTREAT BOARD OF COMMISSIONERS**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: 10/11/2018**

**SUBJECT:**      Amendment to Salary Step Plan

**AGENDA INFORMATION:**

**Agenda Location:**      New Business  
**Item Number**            1  
**Department:**            Administration  
**Contact:**                Alex Carmichael  
**Presenter:**              Alex Carmichael

**BRIEF SUMMARY:**    At the July 13<sup>th</sup>, 2017 regular meeting, the Montreat Board of Commissioners authorized staff to amend the position of the Finance Officer on the salary step plan up to a grade 14 to be more competitive in the local government market. After trying new organizational models, the Town advertised the Finance Officer position in 2018 but had difficulty attracting qualified candidates.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**    Staff recommends amending the salary step plan to assign the Finance Officer position a grade 18 to better compete in attracting qualified candidates.

**FUNDING SOURCE:**    10-00-4200-020 Salaries and Wages

**ATTACHMENTS:**        Grade and Class Salary Step Plan

**STAFF COMMENTS AND RECOMMENDATIONS:**    Staff recommends setting the Finance Officer Position at a grade 18 on the salary step plan.

Grade	Hiring Rate	Mid-Point	Maximum
15	\$ 42,764	\$ 53,456	\$ 64,147
16	\$ 44,903	\$ 56,128	\$ 67,354
17	\$ 47,148	\$ 58,936	\$ 70,723
18	\$ 49,506	\$ 61,882	\$ 74,259
19	\$ 51,981	\$ 64,976	\$ 77,972
20	\$ 54,579	\$ 68,225	\$ 81,870

**Town of Montreat**  
**Assignment of Grades and Classes**

Grade	Classification	Hiring Rate	2018-2019 Mid-Point	Maximum
5		26,253	32,816	39,379
6		27,566	34,457	41,348
7		28,944	36,180	43,417
8		30,391	37,989	45,587
9	Utility Maintenance Worker	31,911	39,889	47,867
10		33,507	41,883	50,260
11		35,182	43,977	52,773
12	Police Officer Town Clerk Utility Maint. Tech/Treatment Operator	36,942	46,177	55,413
13		38,789	48,486	58,184
14		40,728	50,910	61,092
15	Assistant Public Works Director Building Inspector/Code Administrator Finance Officer Police Captain	42,764	53,456	64,147
16		44,903	56,128	67,354
17	Public Works Director	47,148	58,936	70,723
18		49,506	61,882	74,259
19	Police Chief	51,981	64,976	77,972
20		54,579	68,225	81,870



## Town of Montreat

P.O. Box 423, Montreat, North Carolina 28757

Phone: (828) 669-8002 • Fax: (828) 669-3810

### **MEMORANDUM: ACCEPTING PRIVATE DONATIONS FOR PUBLIC PURPOSES**

TO: MONTREAT BOARD OF COMMISSIONERS  
FROM: THE TOWN HALL WORKING GROUP  
VIA: ALEX CARMICHAEL, TOWN ADMINISTRATOR  
SUBJECT: ACCEPTING PRIVATE DONATIONS FOR PUBLIC PURPOSES  
DATE: OCTOBER 4, 2018

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Given the Texas Road Bridge, Public Works Building, and Town Hall projects in which the Town is currently involved, it is important to both understand the Town's ability to accept private donations and to consider the Town's options in doing so.

**Legal Framework:** G.S. 160A-12 gives municipalities express authority to accept private donations for capital projects. The Town may even solicit contributions for programs and projects. No monies may be expended by the Town unless the Town has statutory authority to expend monies for that purpose.

Donors can designate the specific purpose of the donation. However, if they do, the Town is obligated to ensure, and document, that the funds were used for the specific designated purpose. This would be accomplished by setting up Special project funds and would require similar accountancy as the General Fund or Water Fund. A donation to the Town may not be tax deductible. The Town maintains the right to reject an offered donation.

**Considerations:** The Town should consider the ramifications of accepting private donations, including:

- Donations for projects/programs that were not included in the current plan
- Donations for features/upgrades that are not commensurate with the project or significantly exceed its scope

Additionally, consideration should be given to any decisions regarding: 1) naming opportunities, 2) public acknowledgement of gifts, and the implications of each.

JAC