

**Town of Montreat
Board of Commissioners Meeting Agenda – Public Forum
July 11, 2019 – 6:30 p.m.
Walkup Building**

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
July 11, 2019 – 7:00 p.m.
Walkup Building**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor's Communications

IV. Consent Agenda

- A. Meeting Minutes Adoption
- June 13, 2019, Public Forum Minutes
 - June 13, 2019, Town Council 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.

V. Town Administrator's Communications

- Consent Agenda Review
- Other Items

VI. Administrative Reports

- Administration
- Planning and Zoning
- Police
- Public Works and Water
- Sanitation
- Streets

VII. Public Comment

Public comments will be heard during this period for any and all items.

VIII. Old Business

IX. New Business

A. Appointment and Swearing in of Dan Cordell as Building Inspector

- **Suggested Motion:** Move to approve Resolution #19-07-0002 appointing Dan Cordell as Building Inspector and ratifying builder inspection actions taken by Dan Cordell between July 1, 2017 and July 11, 2019.
- **Oath of Office**

B. Public Works Building

- **Suggested Motion:** Move to approve purchase contract #19-07-001 with Great Western Buildings in the amount of \$53,823 for the purchase of engineered designs and materials for a Public Works building and authorize the Mayor to sign and execute said contract.

C. Public Works Building, Concrete Floor

- **Suggested Motion:** Move to approve contract #19-07-008 with C&T Paving in the amount of \$69,762 for the construction of a concrete slab of a Public Works building and authorize the Mayor to sign and execute said contract.

D. Public Works Truck Contract Approval

- **Suggested Motion:** Move to award purchase contract #19-07-003 to Ken Wilson Ford in the amount of \$37,419 for a 2019 Ford Ranger XLT and authorize the Mayor to sign and execute said contract.

E. Local Repaving and New Road Paving

- **Suggested Motion:** Move to approve contract #19-07-004 with C&T Paving in the amount of \$316,314.05 for FY 2019/2020 Local Road Repaving and New Road Paving, and authorizing the Mayor to sign and execute said contract.

F. Property Disposal: Public Works

- **Suggested Motion:** Move to approve/deny Resolution #19-07-0001 Authorizing Property Disposal

G. Zoning Administration and Code Enforcement

- **Suggested Motion:** Move to approve contract #19-07-005 with the Land of Sky Regional Council of Governments in the amount of \$54,810 to provide zoning administration and code enforcement technical assistance.

H. Zoning Code Review

- **Suggested Motion:** Move to approve contract #19-07-006 with the Land of Sky Regional Council of Governments not to exceed \$36,540 to provide technical assistance for Zoning Code review.

I. Contract Approval for Texas Road Bridge Design

- **Suggested Motion:** Move to approve contract #19-07-007 with Mattern & Craig Inc. in the amount of \$22,000, for the phase 1 conversion of existing vehicular bridge to a pedestrian bridge on Texas Road, and to be broken into four separate steps and to require authorization from the Town to advance between steps.

XI. Public Comment

Public comments will be heard during this period for any and all items.

I. Commissioner Communications

II. Meeting Dates

Planning & Zoning Commission:

CANCELLED for the month of
August

Montreat Tree Board:

Tuesday, July 23, 2019
Town Services Building
9:30 a.m.

Montreat Landcare:

Wednesday, August 7, 2019
Environmental Education
Classroom
9:00 a.m.

**Montreat Board of Commissioners
Town Council Meeting
July 11, 2019**

August Town Council Meeting:

Thursday, August 8, 2019
Walkup Building
7:00 p.m.
Public Forum begins at 6:30 p.m.

Planning & Zoning Commission:

Thursday, August 15, 2019
To be determined
5:00 p.m.

IV. Closed Session

- To enter into Closed Session in accordance with NCGS §143-318.11(6) for discussion of a personnel matter

V. Adjournment

**Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
June 13, 2019 – 7:00 p.m.
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz

Board members absent: Commissioner Tom Widmer

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Adrienne Isenhower, Zoning Administrator

Thirty two members of the public were present. Mayor Helms called the meeting to order at 6:31p.m., and led the group in the pledge of allegiance and a moment of silence.

Agenda Approval

Commissioner Gilliland moved to adopt the agenda as presented. Mayor Pro Tem Otto seconded and the motion carried 4/0.

Public Forum

Ms. Sally Stansill of 141 Holston Lane stated she was profoundly disappointed in the truck noise and the speeds with which people drive around Town. Ms. Stansill utilizes her covered deck which overlooks the parking lot on Assembly Drive. She hears a lot of loud trucks “staging” and she documents the time and date of obstruction. Ms. Stansill suggested to Council to plan a landscaping project. Trees would clean and purify the air and muffle the noise. Ms. Stansill feels there is too much pedestrian traffic to have speeders in Town and it is a tragedy waiting to happen.

Mrs. Clare Frist of 98 Frist Road is thankful that Frist Road is now paved since she has grandchildren and strollers to push.

Mrs. Martha Campbell of 149 Maryland Place spoke on behalf of the Landcare Committee, who had been able to reprint educational materials on landscaping with native plants with the financial support of the Town. She also announced that the NC Zoo will loan a hellbender costume for a guest appearance at the July 4th parade.

Mrs. Clare Frist led a standing ovation for the Commission over the Town Hall groundbreaking ceremony.

Adjournment

Commissioner Gilliland moved to adjourn the meeting. Commissioner Fouche seconded and the motion carried 4/0. The meeting was adjourned at 6:40 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Meeting Minutes
June 13, 2019 – 7:00 p.m.
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz

Board members absent: Commissioner Tom Widmer

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Adrienne Isenhower, Zoning Administrator
Barry Creasman, Public Works Director
David Arrant, Chief of Police
Darlene Carrasquillo, Finance Officer

Thirty eight members of the public were present. Mayor Helms called the meeting to order at 7:01 p.m., and led the group in the pledge of allegiance and a moment of silence.

Agenda Approval

Commissioner Gilliland moved to adopt the agenda as presented. Commissioner Lentz seconded and the motion carried 4/0.

Public Hearings

The first public hearing was on a request from Bill Sibley to close a portion of Right-of Way at 109 Virginia Road. Mr. Sibley presented on the history of Montreat rights-of-way and the specifics of the effected properties. Janet Hunter Ouzts represented the owners of the adjoining property who supported the request. Joe Standaert raised concerns about the Town's right to close the right-of-way without MRA consent and the precedent that closing it would set. Mike Begley, representing requesting property owners, addressed how NC statutes conclusively vested property to adjoining property owners when rights-of-way are closed, and the authority of local governments to do so. Mary Standaert discussed the need to retain rights-of-way for future needs and their present merit as greenspace. Mike Begley discussed the mandate of hearing right-of-way closure requests on a case-by-case basis.

The second public hearing was on a request by Ms. Haney to close a portion of Right-of-Way at 163 Texas Road Extension. Again, representing the requesting property owner, Mike Begley presented history and survey details at the end of Texas Road Extension. Acting as the Owner's Representative, Jim Carlyle addressed the relationship between the right-of-way and the Haney

property. Becky Strickland, a neighboring property owner, shared her lingering concerns over the possibility of an unsightly building being constructed. Chad Peddler, the General Contractor for the project, discussed the existing house, the reconstruction plans, and the buildable footprint.

The third public hearing was on the annual budget. Alex Carmichael presented a combined General Fund and Water Fund budget of \$2,370,357, 14.12% less than the previous year. Martha Campbell spoke as a member of the Tree Board and supported the budgeted \$300 for an organizational membership to the American Chestnut Foundation.

Mayor's Communications

Mayor Helms thanked everyone who attended the Town Hall Ground Breaking Ceremony and all those who contributed in making it happen.

Meeting Minutes Adoption

- May 9, 2019, Public Forum Minutes
- May 9, 2019, Town Council Minutes
- May 30, 2019, Special Meeting Minutes

Town Administrator's Communications

Mr. Carmichael shared that the North Carolina General Assembly had approved our request to reschedule the local election cycle to synchronize with Black Mountain, Asheville, and other parts of the County.

Administrative Reports

- Administration – This report was given in written format.
- Planning & Zoning – This report was given in written format.
- Public Works and Water – This report was given in written format.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Public Comment

Mary Standaert of 118 Shenandoah Terrace recognized the anniversaries of Allied invasions in Europe and emphasized her family's and Montreat's connections through veterans who served in those campaigns

Tom Frist of 98 Frist Road thanked the previous and current Commission for their public service.

Mary Standaert of 118 Shenandoah Terrace voiced her concern and regret over the extension of the Commissioner's terms through the election cycle change passed by the General Assembly.

Old Business

There was no old business to discuss.

New Business

- A. Adoption of 2019-2020 Fiscal Year Budget: Commissioner Fouche moved to approve the 2019-2020 Fiscal Year Budget as presented. Commissioner Gilliland seconded the motion. Commissioner Fouche thanked Mr. Carmichael and Ms. Carrasquillo for a job well done. The motion carried 4/0.
- B. Budget Amendment #9: Mr. Carmichael stated this was a new appropriation for professional services for legal fees and paying ahead on audit service fees for current year operating budget. Commissioner Gilliland moved to approve Budget Amendment #9 in the amount of \$11,300 to appropriate funds for additional Professional Services. Mayor Pro Tem Otto seconded and the motion carried 4/0.
- C. Budget Amendment #10: Mr. Carmichael advised this amendment is a continuation of the same need as above. Commissioner Gilliland moved to approve Budget Amendment #10 in the amount of \$4,400 to reallocate funds for Professional Services. Commissioner Lentz seconded and the motion carried 4/0.
- D. Budget Amendment #11: Mr. Carmichael advised that the Town had a pre-audit visit on June 12th. This year was a one day process as opposed to a three day process last year. There will be a number of Budget Amendments to close out the last fiscal year to follow. Commissioner Gilliland moved to approve Budget Amendment #11 to enable the Landcare Committee to utilize funds that donated to and/or raise by the organization. Mayor Pro Tem Otto seconded and the motion carried 4/0.
- E. Budget Amendment #12: Commissioner Gilliland moved to approve Budget Amendment #12 to allocate money from the Powell Bill Restricted fund balance to the Powell Bill General Fund Budget, proposed by Commissioner Gilliland at the June 14, 2018 Board meeting. Commissioner Fouche seconded and the motion carried 4/0.
- F. Budget Amendment #13: Street Greybeard Project: Commissioner Gilliland moved to approve Budget Amendment #13 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Mayor Pro Tem Otto seconded and the motion carried 4/0.

- G. Budget Amendment #14: Street Texas Road Paving Project: Commissioner Gilliland moved to approve Budget Amendment #14 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Mayor Pro Tem Otto seconded and the motion carried 4/0.
- H. Budget Amendment #15: Street Providence Trail Project: Commissioner Gilliland moved to approve Budget Amendment #15 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Commissioner Lentz seconded and the motion carried 4/0.
- I. Budget Amendment #16: Street Calvin Trail Project: Commissioner Gilliland moved to approve Budget Amendment #16 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Commissioner Fouche seconded and the motion carried 4/0.
- J. Budget Amendment #17: Street Culvert Project: Commissioner Gilliland moved to approve Budget Amendment #17 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Mayor Pro Tem Otto seconded and the motion carried 4/0.
- K. Budget Amendment #18: Urban Forestry Project: Commissioner Gilliland moved to approve Budget Amendment #18 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Commissioner Fouche seconded and the motion carried 4/0.
- L. Budget Amendment #19: Street Miscellaneous Project: Commissioner Gilliland moved to approve Budget Amendment #19 to appropriate funds from the General Fund to the Special Project Fund in order to cover expenditures until Grant funding is received. Mayor Pro Tem Otto seconded and the motion carried 4/0.
- M. Sibley Right-of-Way Closure: Commissioner Gilliland moved to approve the petition to close street right-of-way on Virginia Road adjacent to property owned by Mr. William Sibley. Mayor Pro Tem Otto seconded the motion. After a brief discussion by Mrs. Isenhowe the motion carried 4/0.
- N. Haney Right-of-Way Closure: Commissioner Gilliland moved to approve the petition to close street right-of-way on Texas Road Extension adjacent to property owned by Ms. Janet W. Haney. Commissioner Fouche seconded and the motion carried 4/0.

Public Comment

Mr. Tom Frist of 98 Frist Road thanked each Commissioner for serving including Mary Standaert and Martha Campbell on previous councils.

Mrs. Mary Standaert of 118 Shenandoah Terrace stated that the Commission made the unfortunate decision to give a fifth unelected year in office to all sitting commission members. She stated that the basic rule of democracy is that citizens elect their leaders/representatives.

Commissioner Communications

Mayor Pro Tem Otto thanked previous and current mayors, commissioners, and staff for all the years of work was required to build a Town Hall.

Commissioner Bill Gilliland thanked Tom Widmer and Kitty Fouche for leading the Town Hall project.

Commissioner Alice Lentz echoed those thanks and discussed her concern with using tax dollars for dues to membership organizations. Alice also shared information about the Backpack program available through Landcare.

Commissioner Kitty Fouche shared that Tom Widmer couldn't be there because he was greeting his new grandchild in Chattanooga, and that Alice would be greeting her new grandchild next week

Meeting Dates

Planning & Zoning Commission:	Thursday, June 20, 2019 The Left Bank 5:00 p.m.
Montreat Tree Board:	Tuesday, June 25, 2019 Town Services Building 9:30 a.m.
July Town Council Meeting:	Thursday, July 11, 2019 Walkup Building 7:00 p.m. Public Forum begins at 6:30 p.m.
Planning & Zoning Commission	Thursday, July 18, 2019 To be determined 5:00 p.m.

Adjournment

Commissioner Gilliland moved to adjourn the meeting. Mayor Pro Tem Otto seconded and the motion carried 4/0. The meeting was adjourned at 8:27 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

ADMINISTRATIVE REPORTS: ADMINISTRATION

Town Administration report for the period of June 1 to June 28, 2019.

Monthly Statistics

Public Meetings	5
Inter-Organizational /Intergovernmental Meetings	12
Agendas Prepared	4
Minutes Transcribed	5
Resolutions Drafted	0
Public Records Requests Processed	2
Water Bills Processed	674
Leak Adjustments	5
New Water Accounts Established	4
Purchase Orders	162
Professional Development Hours	3
Sunshine List Messages	7
Website Posts	9
Social Media Posts	1
Code Red Alerts	0
Workers Compensation Claims	1

Upcoming Events and Schedule Changes

- Town offices closed for 4th of July
-

Comments

- N/A
-

Staff Communications

- Please be aware of construction and repair projects as you are traveling in Montreat
-



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ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the period of June 1 to June 28, 2019.

Monthly Statistics

Building Permits Issued	13
Pending Building Permits	0
Building Inspections Performed	23
Stop Work Order Issued	0
Defective Building Posted	0
Denied Building Permits	0
Fire Inspections Performed	0
Fire Re-Inspections Performed	0
Fire Permits Issued	0
Fuel Costs	0

Comments

-
-

Staff Communications

-
-

**ADMINISTRATIVE REPORTS:
POLICE DEPARTMENT**

Police Department report for the period of June 1 to June 28, 2019.

Monthly Statistics

Patrol Mileage	2,200
Dispatched Calls	103
Officer-Initiated Calls	420
Fire Assistance Calls	7
EMS Assistance Calls	6
Motorist/Other Assistance Calls	62
Traffic Stops	18
Parking Issues	3
Burglar Alarm Responses	4
Fire Alarm Responses	3
Residential/Building Checks	321
Ordinance Violations	4
Law Enforcement Agency Assistance Calls	46
Animal Control Calls	10
Larcenies	0
Breaking & Entering Calls	0
Suspicious Person Investigations	2
Suspicious Vehicle Investigations	6
Disturbance Calls	24
Accident Responses	0
Auxiliary Hours Worked (Regular)	32
Auxiliary Hours Worked (Addittional)	24
Truck Turns at Gate	9
MPD Fuel Cost	0
Professional Development Hours	16
Town Service	452
MRA Service	164
College Service	12

Comments

- There were no significant occurrences, call wise, this month.
-

Staff Communications

-
- Summer activity started in earnest almost immediately this month. MRA conferences and folks arriving at their summers homes have certainly increased both vehicular and pedestrian traffic around town. The newly increased appearance of the crosswalk areas on Lookout Road should help in avoiding accidents as we continue on in our summer activities.



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ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the period of June 1 to June 28, 2019.

Monthly Statistics

Curbside Trash Collected (tons)	31.54
Pay-As-You-Throw Trash Bags Collected	36
Curbside Recycling Collected (tons)	4.52
Pay-As-You-Throw Recycling Bags Collected	36
Cardboard Recycling Collected (tons)	0.81
Unique Curbside Sanitation Stops	2,929
Sanitation Diversion Rate	0
Bagged Leaf Pickup	167
Bagged Leaf Pickup	167
Brush Pickup (cubic yards)	15
Hauling Fees	\$0.00
Tipping Fees	\$0.00
Dumpster Rental Fees	\$0.00
Sanitation Fuel	\$0.00
Contracted Employee Staff Hours	162

Upcoming Events and Schedule Changes

- N/A
-

Comments

- N/A
-

Staff Communications

- Please remember that bagged leaves are only picked up every other week between now and October.
- As always, please remember to tie your trash bags before setting them out for curbside pickup.



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ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the period of June 1 to June 28, 2019.

Monthly Statistics

Miles of Road Maintained	17.12
Miles of New Road Constructed	0
Public Trees Removed	11
Sand Applied to Roads (tons)	0
Ice Melt Applied to Roads (pounds)	0
Monthly Fuel Costs	430.57
Contracted Employee Staff Hours	0
Road Closures	2

Comments

- Road side mowing and patching will continue over the next few weeks
-

Staff Communications

- 0
- 0
- Please keep a watchful eye out for contractors and our crew while road repairs are being made.



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the period of June 1 to June 28, 2019.

Monthly Statistics

Calls for Service	42
Water Leaks Repaired	0
New Water Lines Installed	0
Water Meters Read	674
Water Meter Replacements	0
Gallons of Water Produced	3,824,037
Monthly Fuel Cost	431.07
Hours Pumped (11 wells combined)	2,007

Upcoming Events and Schedule Changes

- Yearly Hydrant Testing is on going .
- In July we will be conducting lead and copper test at State selected spots around Town

Comments

- N/A
- 0

Staff Communications

- 0
- 0
-



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ZONING ADMINISTRATION

Zonning administration report for the period of June 1 to June 28, 2019.

Monthly Statistics

Approved Zoning Permits	1
Denied Zoning Permits	0
Pending Zoning Permits	2
Variance/Interpretation Granted	0
Conditional Use Permits Granted	0
Permit Extensions Granted	0
Sign Permits Issued	0
Notice of Violations	0

Comments

- N/A
-

Staff Communications

- N/A
-
-

0

**RESOLUTION #19-07-0002 APPOINTMENT
OF THE TOWN OF MONTREAT BUILDING INSPECTOR**

WHEREAS, in accordance with Montreat Code of General Ordinances, Chapter J – Building Codes, Article I: General Building Regulations, Section 1. Building Inspector, the Montreat Building Inspector, David Currie, appointed Dan Cordell as deputy Building Inspector to perform building inspection services;

WHEREAS, David Currie resigned in July 2017 and it is the desire of the Mayor and Board of Commissioners to appoint Dan Cordell as Building Inspector.

NOW, THEREFORE, BE IT RESOLVED by the Town of Montreat Board of Commissioners hereby appoints Dan Cordell as Town of Montreat Building Inspector.

BE IT FURTHER RESOLVED, that the Town of Montreat Board of Commissioners approves and ratifies building inspector actions taken by Dan Cordell between July 1, 2017, and July 11, 2019, including but not limited to the issuance of building permits, building inspections, and the issuance of Certificates of Occupancy & Compliance.

READ, APPROVED AND ADOPTED, this the 11th day of July, 2019.

[SEAL]

Timothy Helms, Mayor

ATTEST:

I hereby certify that this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 11th day of July, 2019, as it appears of record in the official minutes.

Angela Murphy
Town Clerk



TOWN OF MONTREAT

96 Rainbow Terrace

P. O. Box 423

Montreat, NC 28757

Phone: (828) 669-8002

Fax: (828) 669-3810

TOWN OF MONTREAT BUILDING INSPECTOR OATH OF OFFICE

"I, Dan Cordell, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God."

Effective the 11th day of July, 2019.

Dan Cordell

Tim Helms, Mayor

Witness:

Angie Murphy

Witness:

Alex Carmichael

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: July 11, 2019

SUBJECT: Public Works Building

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Public Buildings
Contact: Barry Creasman
Presenter: Barry Creasman

BRIEF SUMMARY:

In March of 2019 the Town bid out the design, purchase, construction, and installation of a Public Works building under the design-build bidding method. The Town received no responses to the design-build bid. In consultation with the NC School of Government the Town divided the functions of the project into a purchase contract for engineered plans and materials and a construction contract for the concrete floor. The Town posted the updated bids in June of 2019 and received one response for the plans and materials. Because the project was advertised for bid twice there is no minimum number of responses required in order for the Town to award the contract.

Contract #19-07-001 is a base contract and will require a change order once doors, colors, and other options are selected. A change order will also be required to add the engineered plans for the concrete floor. The contract also requires a deposit of \$13,455.75

Contract #19-07-001 includes bidding services for the installation and construction of the building. Once the deposit is made, Great Western Buildings will bid out assembly work and provide the three lowest local bidders for us to contract with separately.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve purchase contract #19-017-001 with Great Western Buildings in the amount of \$53,823 for the purchase of engineered designs and materials for a Public Works building and authorize the Mayor to sign and execute said contract.

FUNDING SOURCE:

14-00-5000-733 BUILDINGS

ATTACHMENTS:

Contract #19-07-001

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of purchase contract # with Great Western Buildings in the amount of \$53,823 for the purchase of engineered designs and materials for a Public Works building.



Salesperson: **Jeff Johnson**
 Phone: (970) 765-0188
 Email: jeff.j@gwbbuildings.com

Great Western Buildings **Integrity Through Design**

Quote Date: **6/19/2019**

Quote Number: **BarryCreasman06192019A**

CUSTOMER INFORMATION

Name: **Barry Creasman**
 Business:
 Phone: **(828) 779-6224**
 Email: **bcreasman@townofmontreat.org**
 Address:
 City: **Black Mountain** State: **NC**
 Bldg Use: **Shop** Zip: **28711**

JOBSITE INFORMATION

Name:
 Business:
 Phone:
 Email:
 Address:
 City: State:
 County: Zip:

BUILDING DETAILS

Width **50**
 Length **80**
 Eave Height **18HS-16LS**
 Roof Pitch **0.48:12**

BUILDING CODE AND LOADS

Ground Snow Load: **20 PSF** Building Code: **IBC-18**
 Roof Snow Load: **20 PSF** Collateral Load: **1 PSF**
 Wind Exposure: **C** Live Load: **20 PSF**
 Wind Load: **110 MPH** Other Load **N/A**

ROOF DETAILS

Roof Type (Panel)
PBR
 Gauge: **26**
 Color: **Galvalume**

WALL DETAILS

Wall Type (Panel)
PBR
 Gauge: **26**
 Color: **SMP TBD**

TRIM DETAILS

Rake: **Sculptured**
 Eave: **Sculptured**
 Corners: **Premium**
 Jamb: **Premium**

FRAME DETAILS

LEW: **Post & Beam**
 REW: **Post & Beam**
 RF Coating: **Gray Oxid**
 Sec. Coating: **G90 PreGa**

WARRANTIES

Wall Panel: **40 Years** Roof Panel: **30/40 Years** Frame: **Lifetime**

BUILDING DETAILS AND NOTES

Item Quantity	Item Description	Line Item Cost
	G90 Galvanized American Steel / Lifetime Warranty	INCLUDED
	Full Engineering Package / 3 Sets of Wet Stamped Blueprints	INCLUDED
	Project Manager / Design Services / Kips, Loads, Reactions, & Bolt Patterns	INCLUDED
	See Attached	

DELIVERY OPTIONS

Consolidated

BUILDING LIST PRICE

\$53,823.00

Building Price	\$53,823.00
Accessories	INCLUDED
Freight	INCLUDED
Tax	May Be Added
TOTAL	\$53,823.00
Deposit	\$13,455.75

Great Western (GWB) does not provide anchor bolts or embedment requirements. It is the customer's responsibility to verify and inform GWB building code and load requirements. GWB has applied what it assumes are the correct codes and loads and therefore does not guarantee their accuracy. Please see greatwesternbuildings.com/gwb-termsconditions for additional information.

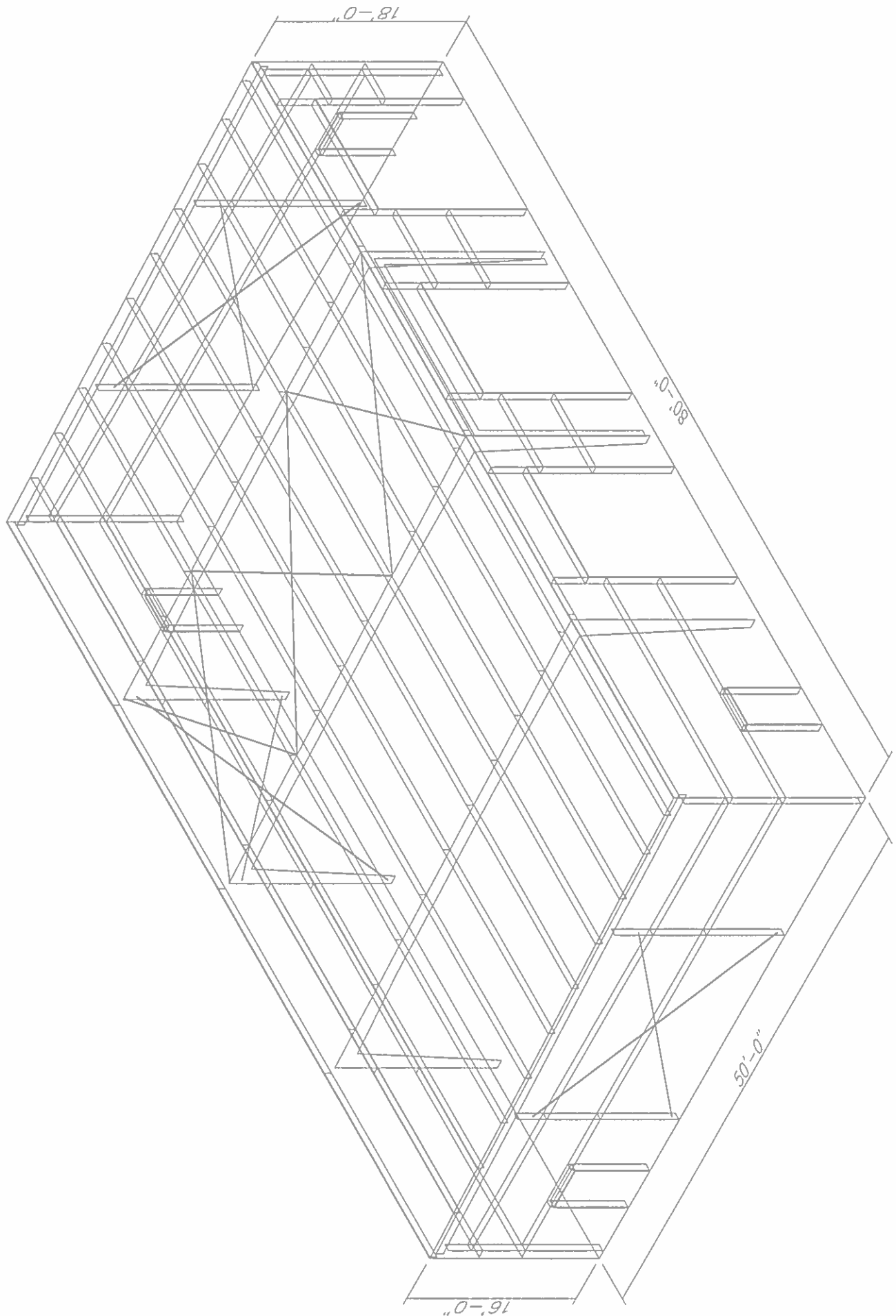


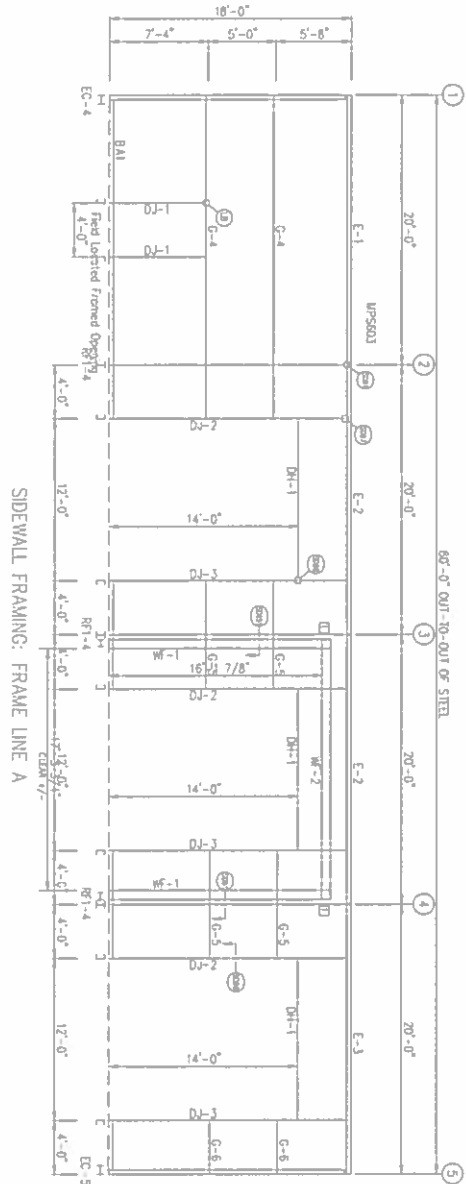
Quote Date: 6/19/2019

Quote Number: BarryCreasman06192019A

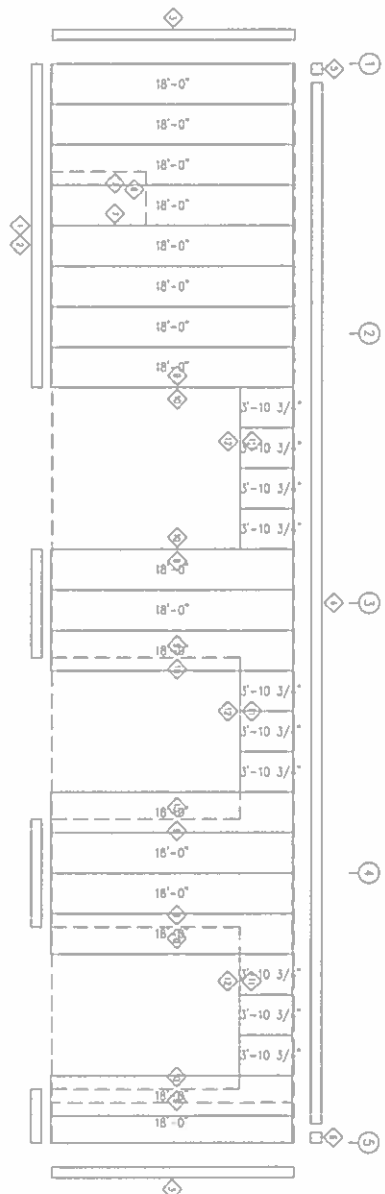
BUILDING DETAILS AND NOTES CONTINUED...

[illegible]





SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANEL 26 Gd. PBR - Hard Slat Color

FRAMING TABLE			
ITEM	QTY	UNIT	REMARKS
1	1	EA	2x4
2	1	EA	2x4
3	1	EA	2x4
4	1	EA	2x4
5	1	EA	2x4
6	1	EA	2x4
7	1	EA	2x4
8	1	EA	2x4
9	1	EA	2x4
10	1	EA	2x4
11	1	EA	2x4
12	1	EA	2x4

BOLT TABLE			
ITEM	QTY	UNIT	REMARKS
1	1	EA	2x4
2	1	EA	2x4
3	1	EA	2x4
4	1	EA	2x4
5	1	EA	2x4
6	1	EA	2x4
7	1	EA	2x4
8	1	EA	2x4
9	1	EA	2x4
10	1	EA	2x4
11	1	EA	2x4
12	1	EA	2x4

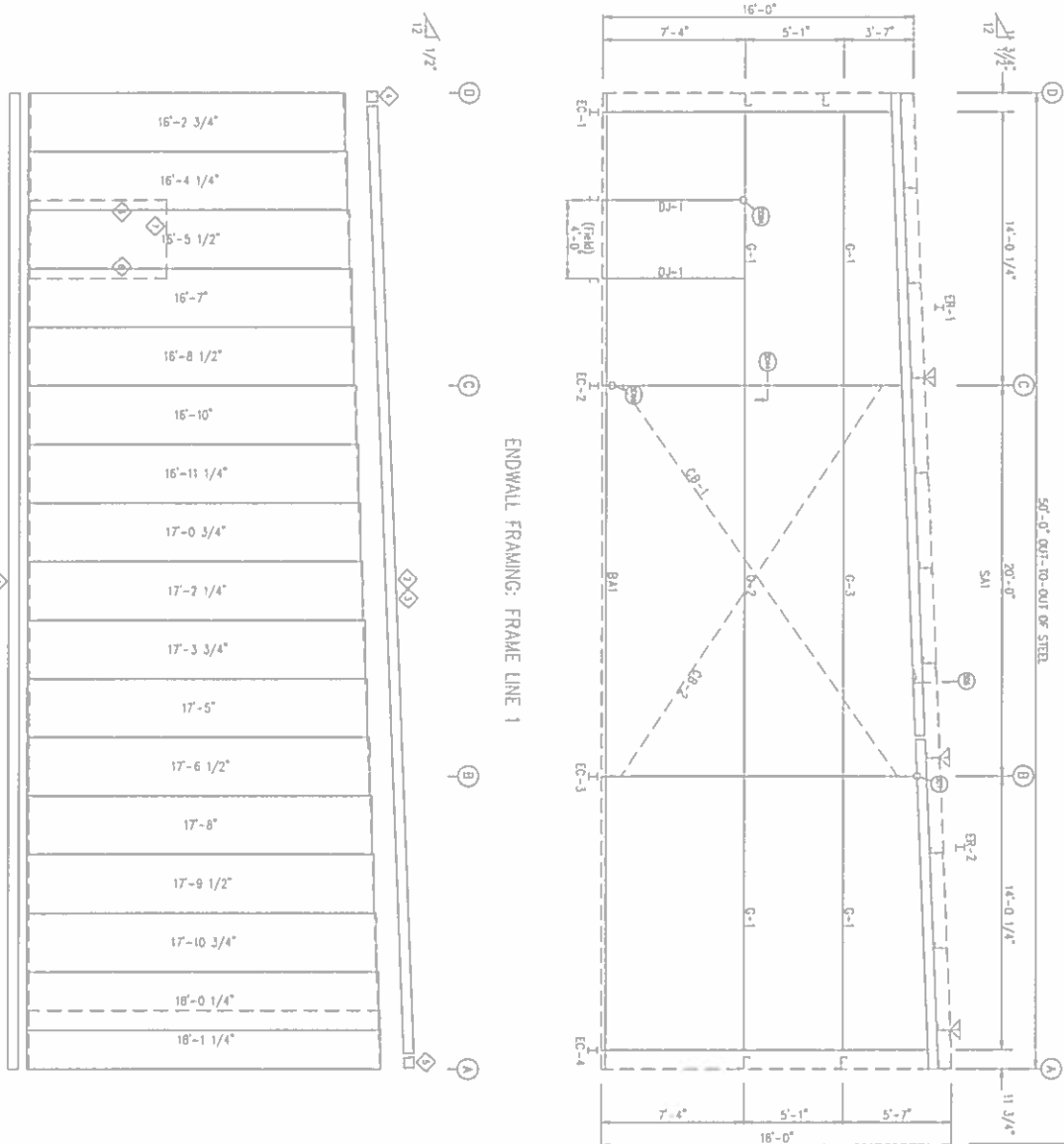
CONNECTION PLATES			
ITEM	QTY	UNIT	REMARKS
1	1	EA	2x4
2	1	EA	2x4
3	1	EA	2x4
4	1	EA	2x4
5	1	EA	2x4
6	1	EA	2x4
7	1	EA	2x4
8	1	EA	2x4
9	1	EA	2x4
10	1	EA	2x4
11	1	EA	2x4
12	1	EA	2x4

ISSUE	DATE	CHK	ENG
APPROVAL	1/1/19	SRB	SS

GWB

3025 S. PARKER RD SUITE B10
 AURORA, CO 80014
 PHONE: (800)-497-2135
 WWW.GREATWESTERNBUILDINGS.COM

CLIENT NAME: _____
 PROJECT NAME: _____
 PROJECT LOCATION: _____
 PROJECT COUNTY: _____
 PROJECT EIR/CEIR: _____
 CLIENT PROJECT NUMBER: _____
 CLIENT TITLE: _____
 SCALE: N.T.S.
 SHEET NUMBER: _____
 SHEET TOTAL: _____
 SHEET DESCRIPTION: _____



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Da PSB - Hard Sd. Color

FRAME TABLE			
QTY	UNIT	PART	LENGTH
1	5	FL-60	10'-2"
2	3	FL-205	13'-6"
3	4	FL-207	8'-6"
4	4	FL-206	11'-2"
5	1	FL-208	7'-2"
6	1	FL-209	4'-4"
7	1	FL-52	10'-2"

BOLT TABLE			
QTY	UNIT	PART	LENGTH
1	8	A325	5/8"
2	2	A325	5/8"
3	2	A325	1 1/4"

FLANGE BRACE TABLE			
QTY	UNIT	PART	LENGTH
1	1	FB29.3	12'-5 1/2"



3025 S. PARKER RD SUITE 810
AURORA, CO 80014
PHONE: (800)-497-2135
WWW.GREATWESTERNBUILDINGS.COM

BarryCresman06192019A

Packet Page 32 SHEETING

PROJECT NAME: _____
PROJECT LOCATION: _____
PROJECT CITY: _____
PROJECT STATE: _____
PROJECT ZIP: _____
PROJECT DATE: _____
PROJECT DRAWN BY: _____
PROJECT CHECKED BY: _____
PROJECT APPROVED BY: _____
PROJECT SCALE: _____
PROJECT MARK: _____
PROJECT NUMBER: _____
PROJECT 2D NUMBER: _____
PROJECT 3D NUMBER: _____

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: July 11, 2019

SUBJECT: Public Works Building, Concrete Floor

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Public Buildings
Contact: Barry Creasman
Presenter: Barry Creasman

BRIEF SUMMARY:

In March of 2019 the Town bid out the design, purchase, construction, and instillation of a Public Works building under the design-build bidding method. The Town received no responses to the design-build bid. In consultation with the NC School of Government the Town divided the functions of the project into a purchase contract for engineered plans and materials and a construction contract for the concrete floor. The Town posted the updated bids in June of 2019 and received one response. Because the project was advertised for bid twice there is no minimum number of responses required in order for the Town to award the contract.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve contract 2019-07-008 with C&T Paving in the amount of \$69,762 for the construction of a concrete slab of a Public Works building and authorize the Mayor to sign and execute said contract.

FUNDING SOURCE:

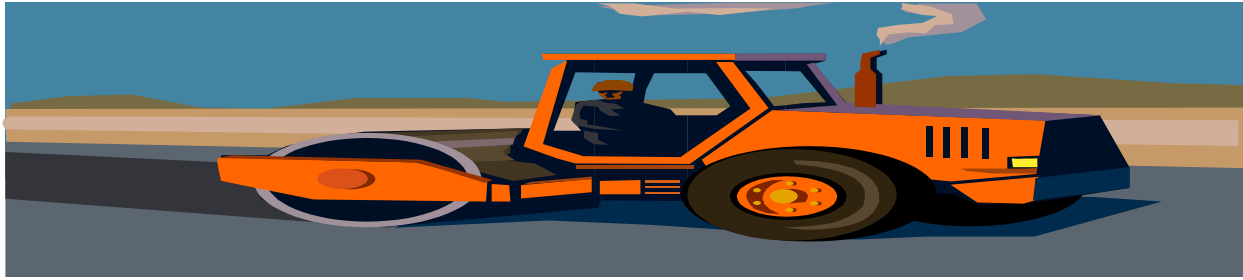
14-00-5000-450 CONTRACTED SERVICES

ATTACHMENTS:

Contract 2019-07-008

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of contract 2019-07-008 with C&T Paving in the amount of \$69,762 for the construction of a concrete slab of a Public Works building and authorize the Mayor to sign and execute said contract.



C&T PAVING, INC.
P.O. Box 1439, Leicester, NC 28748
Phone (828) 683-6564 - Fax (828-683-6835)
Email: candtpaving@outlook.com

Project Name: Concrete Slab
Customer: Town of Montreat
Address:
Phone:
Fax No.:

Mobile Phone :
Email:
Contact: Barry
Property Owner (if different from
Customer):

CONTRACT

This Contract is entered into as of this day, **July 9, 2019** by and between C&T Paving, Inc. ("Company") and ("Customer"). Company and Customer agree to the following terms and conditions:

Real Property. Company shall provide the "Work" described in Paragraph 2 below, which Work is to be performed with respect to that Real Property described: **Address Above**

Description of Work. The Work to be provided by Company is as follows:

1. Grade area and install ABC stone; Form and pour 6" concrete slab with 4000PSI with piers and rebar.

Apx. 4000sf

Sum \$62,831.00

With a 12% Contingency.

2. Form and pour concrete apron and ADA.

Sum \$6,931.00

Price. In consideration for Company performing the Work, Customer agrees to pay Company the **Contract Amount of \$see items above** *(This price includes an estimate of the asphalt that will be required to complete the Work, and the asphalt cost based on a NCDOT price index of \$85.00 per ton + tax. The price of the asphalt is subject to change throughout the duration of the Work based on changes in the price index, or once quantities are measure in the field. Customer will be notified of any change in asphalt price via Change Order, and Customer is responsible for and hereby agrees to pay Company any increase in the Contract Amount resulting from changes in asphalt price or quantities required to complete the Work.)*

Payment Terms. A deposit of \$ **N/A** is required prior to the start of the Work. Full payment of the balance of the Contract Amount and any additional charges due for asphalt or for other Change Orders is due to Company upon completion of the Work, and in no event later than 30 days after the invoice date. Time is of the essence with regards to all payments due from Customer to Company. If Company does not receive full payment of the Contract Amount within 30 days of the invoice date, Customer is in breach of this Contract. Upon breach, interest at the rate of 1 ½ % per month shall accrue on all amounts past due, from the first day the Customer is in breach until payment is made in full. Customer agrees to pay all interest assessed in accordance with this Paragraph. In the event that it becomes necessary for Company to engage an attorney to collect any amount due under this Contract, Customer agrees to also pay all costs and Company's reasonable attorney's fees in the amount of 15% of the outstanding balance owed, as that term is referred to in Section 6-21.2 of the North Carolina General Statutes.

Commencement & Completion of Work. Unless a time for performance of the Work is specified elsewhere in this Contract, Company shall undertake the Work in the course of its normal operating schedule. Company estimates that it will take approximately **(to be determined)** to complete the Work, but makes no guarantees regarding a completion date. Customer acknowledges that there are causes beyond Company's control that can alter the timeline for the Work, including, but not limited to weather, fire, flood, or other casualty; labor disputes or disagreements; accidents or other mishaps; material shortages; etc. Company shall not be liable for any delay in undertaking or completion of the work.

Customer's Obligations. Customer acknowledges and agrees to the following:

- a. Customer can and will provide Company with adequate and direct access to the Real Property and to any adjacent property needed during the scope of the Work;
- b. _____; and
- c. To take all other actions and perform all other acts necessary to allow Company to perform the Work.

Limitations on Scope of Work. Customer acknowledges and agrees to the following limitations in the scope of the Work:

- a. If specified in the scope of Work, Company will supply weed killer in accordance with the manufacturer's specifications. However, Company will also comply with the Environmental Protection Agency's limitations on toxic weed killers, and therefore cannot guaranty complete vegetation kill.
- b. Areas that are inaccessible to the paver will be hand laid. This will result in a difference in texture, and may result in scuffmarks on the pavement surface. However, these scuffmarks will not affect the quality or durability of the pavement.
- c. If Company is asked to overlay on to base materials or a substrate that is not installed or provided by Company, then Company cannot guaranty the success or anticipated lifespan of the overlay. Company does **not** warrant overlay work, unless Company also installed all base and/or substrate materials.

Change Orders & Modifications. Unless specifically stated elsewhere in this Contract, Company does not agree to any different or additional work, above and beyond the Work specified in Paragraph 2 above, without a written Change Order, signed by both Customer and Company. All written Change Orders must specify the agreed upon price and description of

the change to be made or the additional work to be completed. All written Change Orders signed by both Customer and Company become part of this Contract.

Limited Warranty. For a period of 365 consecutive calendar days from the date of completion of the Work, Company warrants the Work as follows: If there is a labor or material defect in the Work that is caused solely by Company, Company shall, at its own cost, correct such defective Work within a reasonable time after Company has actual knowledge thereof. If Customer becomes aware of any such defect, Customer shall deliver a written notice thereof to Company. **Except for the foregoing, there are no other express warranties or implied warranties with respect to the Contract, Company's performance of the Contract, or the Work. All other express warranties and implied warranties are hereby disclaimed and excluded, including, but not limited to, all implied warranties for or of merchantability, habitability, fitness for a particular purpose, or workmanlike construction.** As is stated in Paragraph 7 above, Company does **not** warrant overlay work, unless Company also installed all base and/or substrate materials.

Insurance. Company shall maintain worker's compensation insurance covering all of its employees, as well as general commercial liability insurance throughout the scope of the Work.

Events of Default. Each of the following events shall constitute an Event of Default by Customer:

- a. If Customer files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy law, or voluntarily takes advantage of any such law or makes an assignment for the benefit of creditors;
- b. If an involuntary proceeding under any bankruptcy law or an insolvency or receivership action shall be instituted against Customer, or if a receiver or trustee shall be appointed for all, or substantially all, of the property of Customer, and such proceeding is not dismissed or the receivership or trusteeship is not vacated within ten days after the institution or appointment; and/or
- c. If Customer fails to fully perform any of Customer's Obligations as specified in Paragraph 6 above, or to comply with any provision of this Contract, including the payment provisions.

Termination. Company shall have the right, at its sole option, of immediately termination this Contract, in the event of any of the following:

- a. If, for causes beyond Company's control, the Work has not started within ____ days of execution of this Contract;
- b. If, for causes beyond Company's control, the Work has not been completed within 12 months after the execution of this Contract; and
- d. Upon any event of default by Customer, as described in Paragraph 11 above.

If Company terminates this Contract on account of any of the foregoing, Company shall have no further liability to Customer, and Customer agrees to pay Company the actual cost of labor, materials, equipment, permits, and any and all other costs and expenses already furnished to the Real Property or incurred by Company in connection with the Work. In the event of termination in accordance with this Paragraph, Company will have no obligation to return the Real Property to its original condition.

Limitation of Damages, Indemnification and Release. Customer acknowledges and agrees to the following:

- a. Company is not responsible for, and Customer agrees to hold Company harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, lawns, shrubs, sprinkler systems, or other improvements located within the area where Company performs the Work or in designated areas of access;
- b. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company is no event shall be liable for special or consequential damages claimed by Customer.

Entire Contract. This Contract supersedes and replaces any proposals, amended proposals, conversations, estimates or other communications with respect to the Work. This Contract may be amended only by a written document signed on behalf of Company and Customer.

Choice of Law. This Contract is governed, interpreted and enforced pursuant to the laws of the State of North Carolina. Company and Customer agree that the jurisdiction for all disputes related to this Contract shall be either Buncombe County, NC or the county where the Real Property is located.

Execution of the Contract. Customer represents and warrants that he/she/it has read and understands the Contract and has had an opportunity to consult with legal counsel concerning its effect. No rule of construction shall apply to this Contract construing its provisions more strictly against either Company or Customer.

Severability. If any provision or portion of this Contract or any amendment hereto shall contravene or be invalid under any applicable law, statute, code, ordinance or regulation, such contravention or invalidity shall not invalidate the whole thereof, and this contract shall be construed as if not containing the particular provision or portion found to be invalid.

Assignment. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives. Customer may not assign this Contract without the written consent of Company. Company may assign or subcontract this Contract or any portion of the Work to be done. If assigned, this Contract shall be binding on the assignees and its successors, assigns, heirs and representatives.

Customer:

Company:

Name of Company or Individual:

C&T Paving, Inc.

Signed By:

By:

Mike Culbertson
President

Print Name:

Title:

Date:

Date:





KEN WILSON FORD, Inc.

769 Champion Drive P.O. Box 869
Canton, N.C. 28716
(828) 648-2313 800-532-4631
Email: kenwilsonford@kwford.com

JULY 1, 2019

TOWN OF MONTREAT
MONTREAT, NC.

BARRY CREASMAN

Thank you for your patience with the recent purchase of the F350. I hope that we have delivered the truck you wanted and need as per your request. If you have any issues with this truck or any others that you have, just let me know and I will try my best to help you.

To order a new 2019 Ford Ranger at this time would take @ 8 -10 weeks to have built and delivered. The information I have included in this quote shows the truck in three trim levels. # 1 is the base XL, #2 the upgraded XL and #3 the XLT.

Take the price of either or all of the trucks and add the upfits as shown to complete your budget information. I have feelers out to see if I can get a better price on any or all of the options shown. I will update the winch mounting equipment as I receive it.

The prices shown include the current State of North Carolina government concessions and Ken Wilson Ford discounts. Tax, tag and title fees are not included.

Any questions please call or email me.

CONLEY SMITH
COMMERCIAL MANAGER
KEN WILSON FORD
CANTON, NC
(828) 648 2313
conleysmith@kwford.com



KEN WILSON FORD, Inc.

769 Champion Drive P.O. Box 869
Canton, N.C. 28716
(828) 648-2313 800-532-4631
Email: kenwilsonford@kwford.com

2019 RANGER

Order No: M777 Priority: J3 Ord FIN: QG657 Order Type: 5B
Ord Code: 100A Cust/Flt Name: MONTREAT PO Number:

RETAIL		RETAIL	
1 R4F	RANGER 4X4 C/C \$30860	67F	XL PWR EQUIP PK \$355
	.126" WHEELBASE	794	PRICE CONCESSN
YZ	OXFORD WHITE		REMARKS TRAILER
Q	CLOTH SEATS	153	FRT LICENSE BKT NC
H	EBONY INTERIOR		SP DLR ACCT ADJ
100A	EQUIP GRP		SP FLT ACCT CR
	.XL SERIES		FUEL CHARGE
99H	.2.3L ECOBOOST NC	B4A	NET INV FLT OPT NC
44U	.10-SPD AUTO TR NC		PRICED DORA NC
	255/70R16 A/S		DEST AND DELIV 1195
X73	ELEC LOCK DIFF 420	TOTAL	BASE AND OPTIONS 33055
	JOB #2 ORDER	TOTAL	33055
52B	CRUISE CONTROL 225	*THIS IS NOT AN INVOICE*	
58E	SYNC,AM/FM 6SPK NC	*TOTAL PRICE EXCLUDES COMP PR	
	.FORDPASS CONNEC		

XL POWER EQUIPMENT GROUP (67F)

Availability:

- Opt. on XL Base (100A) (Fleet Only)

Includes:

- Perimeter Alarm
- Power Glass Sideview Mirrors
- Remote Key Fob
- Remote Tailgate Lock - NA w/PU Box Delete (R1A)

2019 FORD RANGER

CREW CAB 4X4

BASE XL PLUS OPTIONS

SHOWN.

(NOTE ATTACHMENT #1)

\$27,292.00 PLUS UPFITS

\$35,192.00

2019 RANGER

Order No: M777 Priority: J3 Ord FIN: QG657 Order Type: 5B
Ord Code: 101A Cust/Flt Name: MONTREAT PO Number:

RETAIL		RETAIL	
2 R4F	RANGER 4X4 C/C \$30860	794	PRICE CONCESSN
	.126" WHEELBASE		REMARKS TRAILER
YZ	OXFORD WHITE	153	FRT LICENSE BKT NC
Q	CLOTH SEATS		SP DLR ACCT ADJ
H	EBONY INTERIOR		SP FLT ACCT CR
101A	EQUIP GRP 1135		FUEL CHARGE
	.XL SERIES	B4A	NET INV FLT OPT NC
	.CRUISE CONTROL		PRICED DORA NC
99H	.2.3L ECOBOOST NC		DEST AND DELIV 1195
44U	.10-SPD AUTO TR NC	TOTAL	BASE AND OPTIONS 33610
	255/70R16 A/S	TOTAL	33610
X73	ELEC LOCK DIFF 420	*THIS IS NOT AN INVOICE*	
	JOB #2 ORDER	*TOTAL PRICE EXCLUDES COMP PR	
58E	SYNC,AM/FM 6SPK NC		
	.FORDPASS CONNEC		

Cruise Control

Perimeter Anti-Theft Alarm

Power Glass Sideview Mirrors

Remote Key Fob w/Tailgate Lock

2019 FORD RANGER

CREW CAB 4X4

UPGRADED XL THAT

INCLUDES ALL THE ABOVE

BASE EQUIPMENT PLUS

OPTIONS SHOWN.

\$27,782.00 PLUS UPFITS

\$35,282.00

2019 RANGER

Order No: M777 Priority: J3 Ord FIN: QG657 Order Type: 5B
Ord Code: 300A Cust/Flt Name: MONTREAT PO Number:

RETAIL		RETAIL	
3 R4F	RANGER 4X4 C/C \$34295		SP DLR ACCT ADJ
	.126" WHEELBASE		SP FLT ACCT CR
YZ	OXFORD WHITE		FUEL CHARGE
L	PREM CLOTH ST	B4A	NET INV FLT OPT NC
B	MEDIUM STONE		PRICED DORA NC
300A	EQUIP GRP		DEST AND DELIV 1195
	.XLT SERIES	TOTAL	BASE AND OPTIONS 35910
99H	.2.3L ECOBOOST NC	TOTAL	35910
44U	.10-SPD AUTO TR NC	*THIS IS NOT AN INVOICE*	
	255/65R17 A/T	*TOTAL PRICE EXCLUDES COMP PR	
X73	ELEC LOCK DIFF 420		
	JOB #2 ORDER		
794	PRICE CONCESSN		
	REMARKS TRAILER		
153	FRT LICENSE BKT NC		

2019 FORD RANGER

CREW CAB 4X4 XLT.

THIS INCLUDES ALL

EQUIPMENT SHOWN ON

THE UPGRADED XL PLUS

SHOWN OPTIONS.

NOTE ATTACHMENT #2

THAT SHOWS STANDARD

XLT EQUIPMENT.

\$29,519.00 PLUS UPFITS

39,419.00

03/25/19

**2019 RANGER
SUPERCAB / SUPERCREW® – XL SERIES
STANDARD EQUIPMENT**

PROPRIETARY

MECHANICAL

- 2.3L EcoBoost® Engine with Auto Start-Stop Technology
- 4x4 Electronic-Shift-On-the-Fly (ESOF) – NA w/PU Box Delete (R1A)
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – Anti-Lock Brake System (ABS)
- Electronic Power-Assist Steering (EPAS)
- Electronic Ten-Speed Automatic Transmission
- Jack
- SelectShift® Automatic Transmission
- Shock Absorbers, Gas – Front and rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Linear Rate

EXTERIOR

- Black Wheel Lip Molding
- Black Mesh Grille w/Black Surround
- Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL)
- Easy Fuel® Capless Fuel-Filler – NA w/PU Box Delete (R1A)
- Locking Fuel Cap – PU Box Delete Only
- Exhaust – Single Rear
- Fuel Tank – Standard Range 18 Gallon
- Fully Boxed Steel Frame
- Handles, Black – Door and Tailgate
- Hooks – Pickup Box Tie-Down, six (6) – NA w/PU Box Delete (R1A)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps and Integrated Spotter Mirrors
- Ranger XL Fender Badge
- Spare Tire Carrier – Rear Under Frame
- Spare Tire (Full-Sized) – NA w/PU Box Delete (R1A)
- Steel Bumper, Front & Rear – Black – Rear NA w/PU Box Delete (R1A)
- Tailgate – Manual Locking – NA w/PU Box Delete (R1A)
- Tires – P255/70R 16" A/S BSW
- Trailer Sway Control
- Trailer Towing – 3500 lb capability, 4-pin wiring, ball mounting provisions in rear bumper (does not include trailer hitch receiver)
- Wheels – 16" Silver Steel
- Windshield wipers – Intermittent Speed

INTERIOR/COMFORT

- 2.3" Productivity Screen in Instrument Cluster
- Black Vinyl Floor Covering
- Cupholders
- Day/Night Rearview Mirror
- Dome Light
- Locking Glove Box
- Manual Air Conditioning, Single Zone
- Power door unlock and lock
- Powerpoint 12V – Front (2), Rear (1)
- Rear-window with Fixed Glass
- Seat, Front
 - 4-Way Manual Adjustment w/Lumbar
 - Bucket Seats
 - Cloth Trim
 - Flow-through console with shifter
- Seat, Rear
 - Armrest (SuperCrew®)
 - Bench Seat (SuperCrew®)
 - Removable Cushions (SuperCab)
 - Under seat storage
- Sliding Visor, Driver & Passenger
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Vinyl Console Lid
- Windows
 - Power Front/Rear Windows (SuperCrew®)
 - Power Front Windows (SuperCab)
 - One-Touch Up/Down Driver Window

SAFETY/SECURITY

- Airbags
 - Driver and Passenger Front Airbags
 - Safety Canopy® side-curtain airbags
- Belt-Minder® (front safety belt reminder)
- Daytime Running Lamps (DRL)
- Halogen Headlamps w/amber turn indicator glass
- LATCH (Lower Anchors and Tether Anchors for Children)
- MyKey®
- Reflector, Wiper-Activated Headlamps
- SecuriLock® Passive Anti-Theft System
- Tire Pressure Monitoring System (TPMS)

DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera – NA w/PU Box Delete (R1A)
- SYNC®
 - Enhanced Voice Recognition Communications and Entertainment System
 - 911 Assist®
 - 4.2" LCD Display in Center Stack
 - AppleLink®
 - Smart Charging USB port – one (1)
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices¹
 - Remotely start, lock and unlock vehicle²
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

03/25/19

2019 RANGER
SUPERCAB / SUPERCREW® – XLT SERIES
STANDARD EQUIPMENT

PROPRIETARY

The following equipment is standard as indicated. Each series includes the standard equipment of the previous series, except where additions/exceptions are noted:

EXTERIOR

- Body-Color Front / Rear Bumper
- Fog Lamps – Halogen
- Grille – Carbon Black Mesh with Silver Surround
- Hooks – Front Tow, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Black Skull Caps
- Ranger XLT Fender Badge
- Rear-window, Fixed Privacy Glass with Defroster
- Wheels – 17" Silver-Painted Aluminum
- Tires
 - 255/65R17 A/S BSW (4x2)
 - 255/65R17 A/T BSW (4x4)
- Wheelip Moldings, Body-Color

INTERIOR/COMFORT

- Carpet – Color-Coordinated with Floor Mats
- Cruise Control
- Instrument Panel Cluster – (1) 4.2" Colored Productivity Screen
- Overhead Console

SAFETY/SECURITY

- Perimeter Anti-Theft Alarm

DRIVER ASSIST TECHNOLOGY

- Ford Co-Pilot360™
 - Auto-High Beam Headlamps
 - BLIS® (Blind Spot Information System) w/Cross-Traffic Alert and Trailer Tow Monitoring
 - Lane-Keeping System (LaneKeeping Aid, Lane-Keeping Alert and Driver Alert System)
 - Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)¹
 - Rear View Camera¹
- 110V AC Power Outlet
- Forward Sensing System
- Reverse Sensing System

FUNCTIONAL

- Remote Keyless-Entry w/Remote Tailgate Lock

¹ Standard features on XL

ATTN: CONLEY SMITH



Rhino Linings®

THE SPRAYED-ON LINER

SPECIAL ORDER PARTS

DATE ORDERED: 6-28-19 @ _____CUSTOMER NAME: KWFTELEPHONE: ~~XXXXXXXXXX~~ CONLEYORDERED FROM: _____ CONTACT: SMITHDUE DATE: _____ NOTES: 6181403

VEHICLE INFORMATION

YEAR 19MAKE FordMODEL RANGER

ENGINE _____

2WD _____ 4WD _____ REG _____ EXT _____ CREW X LONG _____ SHORT _____ XSHORT 5'

QTY	PART#	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	NF3	DECKED STORAGE UNIT	1285/225	1510 ⁰⁰
	MT004	WOLF INFINITY LED 48" LT BAR		
		AMBER WITH ALLEY & TAKE-DOWNS	695/300	995 ⁰⁰
	9022	SURFACE MNT FRONT STROBES	230	
	3730	HIDDEN STROBES REAR	180/375	785 ⁰⁰
	N O MOUNTING	WARN WINCH		1845 ⁰⁰
		RANCH MAGNUM COVER		
		WITH INTERIOR LIGHTING	Installed	2765 ⁰⁰
		& PASS THROUGH SIDE WINDOWS		
SUBTOTAL				
TAX				
LABOR				
DEPOSIT				
TOTAL				7900 ⁰⁰

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: July 11, 2019

SUBJECT: Public Works Truck Purchase

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Public Works
Contact: Barry Creasman
Presenter: Barry Creasman

BRIEF SUMMARY:

In June of 2019 the Town bid out purchase of a new Public Works pick-up truck. The bid was posted online and sent to four dealerships directly. Two responses were received: one from Asheville Ford and one from Ken Wilson Ford. Ken Wilson Ford responded with the lowest bid that was responsive to all the Town requirements.

Ken Wilson Ford's bid price is fully funded in the FY 2019/2020 Annual Operating Budget.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to award purchase contract to Ken Wilson Ford in the amount of \$37,419 for a 2019 Ford Ranger XLT and authorize the Mayor to sign and execute said contract.

FUNDING SOURCE:

10-20-5550-730 CAPITAL OUTLAY

ATTACHMENTS:

Ken Wilson Ford Quote

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends to awarding the purchase contract to Ken Wilson Ford in the amount of \$37,419 for a 2019 Ford Ranger XLT.

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: July 11, 2019

SUBJECT: Local Repaving and New Road Paving

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Streets
Contact: Barry Creasman
Presenter: Barry Creasman

BRIEF SUMMARY:

The 2019/2020 local repaving and new road paving projects were bid out under the informal construction contract method. Local repaving projects include: Kentucky Road, Wyck Road, and South Carolina Terrace. New road paving projects include: Lookout Road from the trailhead to Whitewater Way, and Texas Road Spur. All the projects were combined into one bid.

Two bids were received. The first quoted price was \$533,631.50. The second quoted price was from C&T Paving for \$316,314.05. The quoted amount from the first, higher bid is \$258,733.50 over the project budget. The quoted amount from the second, lower bid is \$8,683.95 under the project budget.

Staff recommends awarding the contract to C&T Paving for \$316,314.05.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve contract #19-07-004 with C&T Paving in the amount of \$316,314.05 for FY 2019/2020 Local Road Repaving and New Road Paving, and authorizing the Mayor to sign and execute said contract.

FUNDING SOURCE:

10-20-5600-730 Capital Outlay

ATTACHMENTS:

Contract #19-07-004

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of contract #19-07-004 with C&T Paving in the amount of \$316,314.05 for FY 2019/2020 Local Road Repaving and New Road Paving.



C&T PAVING, INC.

P.O. Box 1439, Leicester, NC 28748

Phone (828) 683-6564 - Fax (828-683-6835)

Email: candtpaving@outlook.com

Project Name: New and Repaved

Mobile Phone :

Customer: Town of Montreat

Email:

Address:

Contact:

Phone:

Property Owner (if different from

Fax No.:

Customer):

CONTRACT

This Contract is entered into as of this day, **July 2, 2019** by and between C&T Paving, Inc. ("Company") and ("Customer"). Company and Customer agree to the following terms and conditions:

Real Property. Company shall provide the "Work" described in Paragraph 2 below, which Work is to be performed with respect to that Real Property described: **Address Above**

Description of Work. The Work to be provided by Company is as follows:

New Roads:

1. Lookout Road from Parking area to Whitewater: Place and condition 6" ABC stone; Install 2" 9.5C HMA.

Apx. 1167sy

Sum \$33,600.00

2. Texas Spur: Place and condition 6" ABC stone; Install 2" 9.5C HMA.

Apx. 1048sy

Sum \$29,748.58

Repaving Roads:

1. Kentucky Road, Wyck Road, South Carolina Terrace: Mill to a depth of 8"; Install culverts and box; Place and conditions 6" ABC stone; Install 2" 9.5C HMA.

Apx. 7810sy

Sum \$252,965.47

Price. In consideration for Company performing the Work, Customer agrees to pay Company the **Contract Amount of \$see items above** *(This price includes an estimate of the asphalt that will be required to complete the Work, and the asphalt cost based on a NCDOT price index of \$85.00 per ton + tax. The price of the asphalt is subject to change throughout the duration of the Work based on changes in the price index, or once quantities are measure in the field. Customer will be notified of any change in asphalt price via Change Order, and Customer is responsible for and hereby agrees to pay Company any increase in the Contract Amount resulting from changes in asphalt price or quantities required to complete the Work.)*

Payment Terms. A deposit of \$ N/A is required prior to the start of the Work. Full payment of the balance of the Contract Amount and any additional charges due for asphalt or for other Change Orders is due to Company upon completion of the Work, and in no event later than 30 days after the invoice date. Time is of the essence with regards to all payments due from Customer to Company. If Company does not receive full payment of the Contract Amount within 30 days of the invoice date, Customer is in breach of this Contract. Upon breach, interest at the rate of 1 ½ % per month shall accrue on all amounts past due, from the first day the Customer is in breach until payment is made in full. Customer agrees to pay all interest assessed in accordance with this Paragraph. In the event that it becomes necessary for Company to engage an attorney to collect any amount due under this Contract, Customer agrees to also pay all costs and Company's reasonable attorney's fees in the amount of 15% of the outstanding balance owed, as that term is referred to in Section 6-21.2 of the North Carolina General Statutes.

Commencement & Completion of Work. Unless a time for performance of the Work is specified elsewhere in this Contract, Company shall undertake the Work in the course of its normal operating schedule. Company estimates that it will take approximately (to be determined) to complete the Work, but makes no guarantees regarding a completion date. Customer acknowledges that there are causes beyond Company's control that can alter the timeline for the Work, including, but not limited to weather, fire, flood, or other casualty; labor disputes or disagreements; accidents or other mishaps; material shortages; etc. Company shall not be liable for any delay in undertaking or completion of the work.

Customer's Obligations. Customer acknowledges and agrees to the following:

- a. Customer can and will provide Company with adequate and direct access to the Real Property and to any adjacent property needed during the scope of the Work;
- b. _____; and
- c. To take all other actions and perform all other acts necessary to allow Company to perform the Work.

Limitations on Scope of Work. Customer acknowledges and agrees to the following limitations in the scope of the Work:

- a. If specified in the scope of Work, Company will supply weed killer in accordance with the manufacturer's specifications. However, Company will also comply with the Environmental Protection Agency's limitations on toxic weed killers, and therefore cannot guaranty complete vegetation kill.
- b. Areas that are inaccessible to the paver will be hand laid. This will result in a difference in texture, and may result in scuffmarks on the pavement surface. However, these scuffmarks will not affect the quality or durability of the pavement.
- c. If Company is asked to overlay on to base materials or a substrate that is not installed or provided by Company, then Company cannot guaranty the success or anticipated lifespan of the overlay. Company does not warrant overlay work, unless Company also installed all base and/or substrate materials.

Change Orders & Modifications. Unless specifically stated elsewhere in this Contract, Company does not agree to any different or additional work, above and beyond the Work specified in Paragraph 2 above, without a written Change Order, signed by both Customer and Company. All written Change Orders must specify the agreed upon price and description of

the change to be made or the additional work to be completed. All written Change Orders signed by both Customer and Company become part of this Contract.

Limited Warranty. For a period of 365 consecutive calendar days from the date of completion of the Work, Company warrants the Work as follows: If there is a labor or material defect in the Work that is caused solely by Company, Company shall, at its own cost, correct such defective Work within a reasonable time after Company has actual knowledge thereof. If Customer becomes aware of any such defect, Customer shall deliver a written notice thereof to Company. Except for the foregoing, there are no other express warranties or implied warranties with respect to the Contract, Company's performance of the Contract, or the Work. All other express warranties and implied warranties are hereby disclaimed and excluded, including, but not limited to, all implied warranties for or of merchantability, habitability, fitness for a particular purpose, or workmanlike construction. As is stated in Paragraph 7 above, Company does not warrant overlay work, unless Company also installed all base and/or substrate materials.

Insurance. Company shall maintain worker's compensation insurance covering all of its employees, as well as general commercial liability insurance throughout the scope of the Work.

Events of Default. Each of the following events shall constitute an Event of Default by Customer:

- a. If Customer files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy law, or voluntarily takes advantage of any such law or makes an assignment for the benefit of creditors;
- b. If an involuntary proceeding under any bankruptcy law or an insolvency or receivership action shall be instituted against Customer, or if a receiver or trustee shall be appointed for all, or substantially all, of the property of Customer, and such proceeding is not dismissed or the receivership or trusteeship is not vacated within ten days after the institution or appointment; and/or
- c. If Customer fails to fully perform any of Customer's Obligations as specified in Paragraph 6 above, or to comply with any provision of this Contract, including the payment provisions.

Termination. Company shall have the right, at its sole option, of immediately termination this Contract, in the event of any of the following:

- a. If, for causes beyond Company's control, the Work has not started within ____ days of execution of this Contract;
- b. If, for causes beyond Company's control, the Work has not been completed within 12 months after the execution of this Contract; and
- d. Upon any event of default by Customer, as described in Paragraph 11 above.

If Company terminates this Contract on account of any of the foregoing, Company shall have no further liability to Customer, and Customer agrees to pay Company the actual cost of labor, materials, equipment, permits, and any and all other costs and expenses already furnished to the Real Property or incurred by Company in connection with the Work. In the event of termination in accordance with this Paragraph, Company will have no obligation to return the Real Property to its original condition.

Limitation of Damages, Indemnification and Release. Customer acknowledges and agrees to the following:

- a. Company is not responsible for, and Customer agrees to hold Company harmless from, any liability resulting from damages to utilities or other facilities or objects buried beneath, or to sidewalks, driveways, lawns, shrubs, sprinkler systems, or other improvements located within the area where Company performs the Work or in designated areas of access;
- b. Company is not responsible for any damage to or deterioration of any of the Work, whether complete or in process, that results from any cause or causes beyond Company's control, including, but not limited to, failure of sub-grade, or failure or inadequacy of any labor or materials not installed or furnished by Company; and
- c. The sole and exclusive remedy of the Customer, and the sole and exclusive obligation of Company, for matters set forth herein, whether on contract, negligence or strict liability, is the repair of the defect. Company is no event shall be liable for special or consequential damages claimed by Customer.

Entire Contract. This Contract supersedes and replaces any proposals, amended proposals, conversations, estimates or other communications with respect to the Work. This Contract may be amended only by a written document signed on behalf of Company and Customer.

Choice of Law. This Contract is governed, interpreted and enforced pursuant to the laws of the State of North Carolina. Company and Customer agree that the jurisdiction for all disputes related to this Contract shall be either Buncombe County, NC or the county where the Real Property is located.

Execution of the Contract. Customer represents and warrants that he/she/it has read and understands the Contract and has had an opportunity to consult with legal counsel concerning its effect. No rule of construction shall apply to this Contract construing its provisions more strictly against either Company or Customer.

Severability. If any provision or portion of this Contract or any amendment hereto shall contravene or be invalid under any applicable law, statute, code, ordinance or regulation, such contravention or invalidity shall not invalidate the whole thereof, and this contract shall be construed as if not containing the particular provision or portion found to be invalid.

Assignment. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives. Customer may not assign this Contract without the written consent of Company. Company may assign or subcontract this Contract or any portion of the Work to be done. If assigned, this Contract shall be binding on the assignees and its successors, assigns, heirs and representatives.

Customer:

Company:

Name of Company or Individual:

C&T Paving, Inc.

Signed By:

By:

Print Name:

Mike Culbertson
President

Title:

Date:

Date:



RESOLUTION #19-07-001
**DECLARING CERTAIN ITEMS SURPLUS AND AUTHORIZING DISPOSAL BY
PRIVATE NEGOTIATION AND SALE**

WHEREAS, North Carolina General Statute 160A-266 and 160A-267 allows for a city to dispose of personal property belonging to the city by private negotiation and sale valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items; and

WHEREAS, the Town of Montreat Board of Commissioners have determined that the following property is surplus property and desire to sell or dispose of same:

1998 Ford 555E Backhoe
2004 Ford F250 Snow Plow Truck w/Sander
2008 Ford F250 Utility Truck
1973 Ford 3000 Tractor
1995 Western Snow Plow

NOW, THEREFORE, BE IT RESOLVED by the Town of Montreat Board of Commissioners the following:

- (1) That the items listed above are declared surplus property; and
- (2) That the Board of Commissioners wishes to dispose of the property by private negotiation and sale; and
- (3) That the Town Administrator is authorized to dispose of the property by private negotiation and sale; and
- (4) That a report detailing the final negotiated price for the property be presented to the Board of Commissioners upon final sale; and
- (5) The clerk to the Board of Commissioners shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.

READ, APPROVED, AND ADOPTED, this the 11th day of July, 2019.

Tim Helms, Mayor

Alex Carmichael, Town Administrator

ATTEST:

I, hereby certify this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 11th day of July, 2019, as it appears of record in the official minutes.

Angie Murphy, Town Clerk

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION**

Meeting Date: July 11, 2019

SUBJECT: Zoning Administration and Code Enforcement

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: G
Department: Zoning
Contact: Alex Carmichael
Presenter: Alex Carmichael

BRIEF SUMMARY:

For the past year and a half, the Town of Montreat has contracted for Code Enforcement and Zoning Administration with the Land of Sky Regional Council of Governments. Contract number 19-07-005 will renew this service and expand it from sixteen hours per week of service to twenty-four hours per week. The service expansion is needed to keep pace with the Zoning and Code Enforcement demands that the Town is experiencing and is fully funded in the FY 19/20 Operating Budget.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve contract #19-07-005 with the Land of Sky Regional Council of Governments in the amount of \$54,810 to provide zoning administration and code enforcement technical assistance.

FUNDING SOURCE:

10-20-5400-452 CONTRACTED SERVICES – ZONING

ATTACHMENTS:

Contract #19-07-005

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of contract #19-07-005 with the Land of Sky Regional Council of Governments in the amount of \$54,810 to provide zoning administration and code enforcement technical assistance.



AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
TOWN OF MONTREAT
for the provision of
Technical Service Assistance

July 1, 2019 through June 30, 2020

This **AGREEMENT**, entered into on the _____ 2019, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the Town of Montreat, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government for 24 hours per week.

2. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of no more than \$54,810.00 annually (fifty-four thousand, eight hundred and ten dollars). These fees will be billed in twelve equal monthly payments of \$4,567.50 (four thousand, five hundred and sixty-seven dollars) during the period beginning July 1, 2019 and ending June 30, 2020.

3. **Travel/Printing**

The Local Government will pay for additional expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal staffing costs associated

with personnel furnished by the Council. The contract budget does not include travel for conferences or other purposes that may arise.

Land of Sky Regional Council will pay for expenses related to training, certifications, and educational opportunities as approved and of benefit to the region, council and staff.

4. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

5. **Time of Performance**

The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2019 and ending June 30, 2020.

6. **Changes**

The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

7. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

8. **Nondiscrimination Clause**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

9. **Age Discrimination Act of 1975, as amended**

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

10. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

11. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Town of Montreat

Land of Sky Regional Council

By: _____

By: _____

Title: Town Administrator

Title: Executive Director

Date: _____

Date: _____

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

_____, Finance Officer Date _____

ATTACHMENT A

TOWN OF MONTREAT
TECHNICAL PLANNING ASSISTANCE

July 1, 2019 - June 30, 2020

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for the Town of Montreat. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Code Administration

Assistance in the administration of the Town's Code Enforcement, Zoning Ordinance and Subdivision Regulations will be provided. Planning advice and staff memoranda and recommendations will be provided to the Town Council, Town Administrator, Attorney, Planning Board, and Board of Adjustment. Some examples of duties include staff administration of zoning permits, rezoning applications and hearings, Board of Adjustment applications and hearings, site plan reviews, and subdivision reviews.

2. Other Duties as Directed by Town Administrator

It is understood that priority changes and/or substitutions may be made by the Town Administrator as needed to include work in such areas as floodplains, extraterritorial zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: July 11, 2019

SUBJECT: Zoning Code Review

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: H
Department: Zoning
Contact: Alex Carmichael
Presenter: Alex Carmichael

BRIEF SUMMARY:

In December of 2018 the Montreat Board of Commissioners requested that the Planning and Zoning Commission review the Zoning Ordinance and make recommendations to simplify development regulations. Staff have provided assistance to the Planning and Zoning Commission in the process. Staff request additional expertise to facilitate and support the Commission's work. This contract would provide such assistance and is fully funded in the FY 19/20 Operating Budget.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve contract #19-07-006 with the Land of Sky Regional Council of Governments not to exceed \$36,540 to provide technical assistance for Zoning Code review.

FUNDING SOURCE:

10-10-5400-730 CAPITAL OUTLAY

ATTACHMENTS:

Contract #19-07-006

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of contract #19-07-006 with the Land of Sky Regional Council of Governments not to exceed \$36,540 to provide technical assistance for Zoning Code review.



Contract No. _____

AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
TOWN OF MONTREAT
for the provision of
Technical Service Assistance

July 1, 2019 through June 30, 2020

This **AGREEMENT**, entered into on the _____ 2019, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the Town of Montreat, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government to complete the scope of work included herein.

2. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a fee of no more than \$36,540.00 (thirty-six thousand, five hundred and forty dollars). These fees will be billed in twelve equal monthly payments of \$3,045.00 (three thousand, forty-five dollars) during the period beginning July 1, 2019 and ending June 30, 2020.

3. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

4. **Time of Performance**

The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2019 and ending June 30, 2020.

5. **Changes**

The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

6. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended**

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.USCIS.gov

Town of Montreat

Land of Sky Regional Council

By: Alex Carmichael

By: _____

Title: Town Administrator

Title: Executive Director

Date: 7-9-19

Date: _____

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

Darlene Carrasquillo, Finance Officer Date 7-9-19

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

DC

548,000.00

10-10-5400-730

ATTACHMENT A

TOWN OF MONTREAT
TECHNICAL PLANNING ASSISTANCE

July 1, 2019 - June 30, 2020

WORK PROGRAM / BUDGET
Zoning Code Review

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for the Town of Montreat. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Code Review

Assistance in the review and revisions of the Town's Code Enforcement, Zoning Ordinance and Subdivision Regulations will be provided. Planning advice and staff memoranda and recommendations will be provided to the Town Administrator, Attorney, Zoning Administrator, and Planning Board. Technical assistance also includes review of stormwater and hillside development regulations.

The Council personnel administering the zoning, stormwater, and hillside development code review shall not be the same person serving as the Town's Zoning Administrator.

2. Other Duties as Directed by Town Administrator

It is understood that priority changes and/or substitutions may be made by the Town Administrator as needed to include work in such areas as floodplains, extraterritorial zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

**CLIENT AND ENGINEER
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into at Asheville, North Carolina effective this _____ day of _____, 2019, by and between:

ENGINEER:

Name: Mattern & Craig, Inc.
Address: 12 Broad Street
Asheville, NC 28801
Phone: (828) 254-2201

CLIENT:

Name: Town of Montreat
Address: 96 Rainbow Terrace
Black Mountain, NC 28711
(828) 669-8002

The project upon which the services hereinafter described are to be performed is located along Texas Road in Montreat, North Carolina at the existing vehicular bridge (Bridge 528) spanning Flat Creek and is herein referred to as the ***Texas Road Pedestrian Bridge project.***

Services:

Perform the necessary due-diligence/evaluation/assessment and prepare construction documents for the conversion of Bridge 528 from a vehicular bridge to an ADA-compliant pedestrian bridge by performing the following tasks:

Phase I – Conversion of Existing Vehicular Bridge to Pedestrian Bridge:

• ***Step 1: Structural Assessment of Existing Bridge Superstructure and Substructure:***

- a. Review existing bridge data, bridge plans, and bridge inspection reports as available (last documented inspection occurred in 2016),
- b. Visual inspection and observation of readily available bridge members. Any deficiencies, deterioration and areas of concern will be noted during the initial inspection,
- c. Take measurements and photographically catalog information that will be required during design to convert the existing vehicular bridge into an ADA-compliant pedestrian structure,
- d. Prepare a Letter Report containing a description of the general condition of the existing vehicular bridge, a summary of findings, and any recommendations for repairs and/or modifications required to convert the existing bridge to a pedestrian structure. The Letter Report will prioritize the identified recommendations/repairs based on the extent of deterioration and will include options for short and long term rehabilitation/conversion alternatives. The report will include supplemental narratives and/or sketches as required. In addition, the report will include color copies of photographs depicting critical areas/deficiencies noted during the visual inspection,
- e. Provide Client with hard copies and a digital copy of completed Letter Report and meet with Client to discuss findings and recommendations,
- f. *Assuming the findings from the Structural Assessment support the conversion of the existing bridge from a vehicular bridge to a pedestrian bridge (without major reconstruction or replacement) and upon authorization from the Client, advance to Step 2.*

• ***Step 2: Hydrologic/Hydraulic “No-Rise” Study:***

- a. Review existing hydrologic/hydraulic data, existing HEC-RAS models, and other readily available data,
- b. Using the HEC-RAS software provided by the US Army Corps of Engineers, prepare an “existing conditions” model of the existing vehicular bridge (corrected effective model),
- c. Prepare a model of the proposed pedestrian bridge by including all relevant and pertinent proposed changes occurring within the established floodway of Flat Creek (pedestrian railing, decking, fencing, bollards, etc.),
- d. Compare existing conditions and proposed conditions with the intent of demonstrating that the proposed recommendations will not cause a rise in the base flood elevations (achieve a “no-

- rise" condition),
 - e. Summarize findings and prepare a Letter Report detailing findings of the study. Provide hard copies and an electronic copy of the hydrologic/hydraulic study to the Client and meet with Client to discuss findings and recommendations,
 - f. Upon authorization from Client, share findings with the Town of Montreat's Local Floodplain Administrator for review and approval,
 - g. Upon approval from the Floodplain Administrator on the no-rise condition, prepare a rough-order-of-magnitude cost estimate for the various recommendations/repairs and an estimated life span of said recommendations/repairs for Client consideration,
 - h. *Assuming the findings from the Hydrologic/Hydraulic Study result in a "no-rise" condition and upon authorization from the Client, advance to Step 3.*
- **Step 3: Limited Survey and Design of Bridge Conversion:**
 - a. Attend up to a half-day meeting with Town Staff and other Stakeholders (meeting attendees, location, time, etc. to be coordinated by Town) to discuss expectation and project deliverables,
 - b. Perform a limited survey of the bridge and surrounding area to determine real-world coordinates and obtain the necessary data for construction document preparation,
 - c. Using information gathered during the initial structural assessment (see Step 1 above) and from the limited survey, prepare construction drawings and details for the conversion of the existing vehicular bridge to a pedestrian bridge. Plans will include all necessary details and information to successfully convert the existing bridge to an ADA-compliant pedestrian bridge,
 - d. Prepare a rough-order-of-magnitude cost estimate for the anticipated construction costs associated with the bridge conversion,
 - e. Meet with Client to review plans and cost estimates,
 - f. *Upon presenting the Client with the necessary designs and rough-order-of-magnitude construction cost estimates for the conversion of the bridge to a pedestrian bridge and upon authorization from the Client, advance to Step 4.*
 - **Step 4: Phase I Construction Documents, Permits, and Final Cost Estimates:**
 - a. Completion and submission of signed and sealed construction documents (plans) in hard copy and electronic format,
 - b. Submittal of any necessary permit applications on behalf of the Client,
 - c. Any necessary Technical Specifications and Special Provisions
 - d. Final Construction Cost Estimate,
 - e. *Upon the successful completion of all Phase I services and upon authorization by the Client, proceed to Phase II services.*

Phase II – Covered Bridge:

- **Step 1: Structural Assessment of Integral Roof or Stand-alone Covered Structure:**
 - a. Perform a second, more detailed structural investigation and assessment of the existing bridge superstructure and substructure for the purpose of determining the feasibility of adding a roof/cover to the existing bridge structure and/or constructing a stand-alone covered structure that would be independent from the existing bridge,
 - b. Prepare a Letter Report, inclusive of rough-order-of-magnitude construction costs for the various options available (it should be noted that due to a lack of plan information for the existing bridge and foundations, the determination of which type of cover/canopy to provide may largely be dependent on the professional opinions of the structural and/or geotechnical engineer),
 - c. Provide Client with hard copies and one electronic copy of Letter Report and meet with Client to discuss findings, recommendations, and expected costs,
 - d. *Assuming the findings from the Structural Assessment support the addition of either an integral roof or stand-alone covered structure and upon authorization from Client, advance to Step 2.*

- **Step 2: Geotechnical Investigations (sub-consultant service):**
 - a. Perform a minimum of four (4) bores in the vicinity of the existing timber abutments and/or the proposed locations of the structural supports for a stand-alone covered structure,
 - b. Laboratory testing on core samples with classification,
 - c. Foundation recommendations for integral bridge/roof or stand-alone covered structure,
 - d. Prepare a Report of Findings and Recommendations for use by the Structural Engineers in designing the necessary foundations for either an integrated bridge/cover structure or a stand-alone structure spanning over the existing bridge,
 - e. *Assuming the findings from the Geotechnical Investigation endorses either an integral roof or stand-alone structure and upon authorization from the Client, advance to Step 3.*
- **Step 3: Revised Hydrologic/Hydraulic “No-Rise” Study to include Cover over Bridge:**
 - a. Using the results for the hydrologic/hydraulic analysis prepared during Phase I, prepare and existing conditions model (corrected effective model) depicting the conditions resulting from the conversion of the vehicular bridge to a pedestrian bridge,
 - b. Prepare a model of the proposed covered bridge by including all relevant and pertinent proposed changes occurring within the established floodway of Flat Creek (support posts, additional railings, any needed abutment/end-bent improvements, etc.) with the intent of achieving a “no-rise” condition with the inclusion of the covered portion of the bridge,
 - c. Summarize findings and prepare a Letter Report detailing findings of the study. Provide hard copies and an electronic copy of the revised hydrologic/hydraulic study to the Client and meet with Client to discuss findings,
 - d. Upon authorization from Client, share findings with the Town of Montreat’s Local Floodplain Administrator for review and approval,
 - e. *Assuming the findings from the revised hydrologic/hydraulic study result in a “no-rise” and upon authorization from the Client, advance to Step 4.*
- **Step 4: Design of Covered Bridge:**
 - a. Attend up to a half-day meeting with Town Staff and other Stakeholders (meeting attendees, location, time, etc. to be coordinated by Town) to discuss expectation and project deliverables related to the addition of a cover or roof over the pedestrian bridge,
 - b. Using information obtained during Phase I of the project, the geotechnical investigation and foundation recommendations and from the half-day stakeholders meeting, prepare structural design plans (construction plans) for the addition of a cover or roof over the existing pedestrian bridge. Plans to include all necessary structural details and design elements needed for the addition of either an integrated roof or stand-alone covered structure to give the appearance of a “covered bridge”,
 - c. Rough-order-of-magnitude cost estimates for the anticipated construction costs associated with providing a “covered bridge”,
 - d. Meet with Client to review plans and cost estimates,
 - e. *Upon presenting the Client with the necessary designs and rough-order-of-magnitude construction cost estimates for covered bridge and upon authorization from the Client, advance to Step 5.*
- **Step 5: Phase II Construction Documents, Permits, and Final Cost Estimates:**
 - a. Completion and submission of signed and sealed construction documents (plans) in hard copy and electronic format,
 - b. Submittal of any necessary permit applications on behalf of the Client,
 - c. Any necessary Technical Specifications and Special Provisions,
 - d. Final Construction Cost Estimate.

Services Currently Not Included:

- NCDOT/FHWA Funding or Involvement
- Environmental Document Preparation
- Right-of-Way and/or Easement Plat Preparation, Negotiation and/or Acquisition
- Utility Location/Coordination/Relocation/Design Plans
- CLOMR/LOMR Process
- Non-Destructive Structural Integrity Testing Methods
- Permit Fees
- Architectural/Landscape Architectural Services
- Advertising/Bidding/Awarding of Project
- Contract Administration
- Construction Phase Services including Construction Observation and/or Inspection

Fee:

- Payment for the hereinabove described services will be Lump Sum by Phases and Steps. Engineer will not advance work to another phase or step without prior approval by Client. Fees for the aforementioned work will be as follows:
- **Phase I – Conversion of Existing Bridge to Pedestrian Bridge**
 - Step 1 – \$ 5,000.00 Lump Sum
 - Step 2 – \$ 5,150.00 Lump Sum
 - Step 3 – \$ 9,600.00 Lump Sum
 - Survey - \$2,450
 - Design - \$7,150
 - Step 4 – \$ 2,250.00 Lump Sum

Phase I Total Fee = \$ 22,000.00 Lump sum

- **Phase II – Covered Bridge**
 - Step 1 – \$ To Be Determined
 - Step 2 – \$ To Be Determined
 - Step 3 – \$ To Be Determined
 - Step 4 – \$ To Be Determined
 - Step 5 – \$ To Be Determined

Phase II Total Fee = \$ To Be Determined

Grand Total (Phase I +Phase II) = \$ To Be Determined

- Services Excluded (See *Services Currently Not Included* Section above) or Additional Services deemed necessary can be provided upon the Client's request at a to-be-determined negotiated fee or on an hourly basis at the following rates per hour: Principal – \$165, Senior Engineer - \$135, Engineer - \$115, Survey Manager - \$125, Two-Man Survey Crew - \$150, Cadd Technician - \$90, Clerical - \$75

Time of Completion (from Receipt of Signed Agreement and Authorization from Client to Proceed):

• **Phase I Services:**

- Step 1 – Complete by July 12, 2019
- Step 2 – 30 Days after Completion of Step 1
- Step 3 – 30 Days after Completion of Step 2
- Step 4 – 14 Days after Completion of Step 3

• **Phase II Services:**

- Step 1 – ~~XX~~ Calendar Days
- Step 2 – ~~XX~~ Days after Completion of Step 1
- Step 3 – ~~XX~~ Days after Completion of Step 2
- Step 4 – ~~XX~~ Days after Completion of Step 3
- Step 5 – ~~XX~~ Days after Completion of Step 4

In addition to the matters set forth herein, our agreement shall include, and shall be subject to the Standard Provisions, which are attached hereto and incorporated herein. If you concur and wish us to proceed with the services described above, please have both enclosed originals of this Agreement executed by a properly authorized individual in the space provided. Retain one and return the other. Times stated in this agreement are valid for sixty (60) days from the date executed by the Engineer.

ENGINEER:

By James Voso

Title: Vice President

Date July 10, 2019

CLIENT:

By _____

Title: _____

Date _____

MATTERN & CRAIG, INC.
STANDARD PROVISIONS

(1) **Engineer's Scope of Services** The undertaking of the Engineer to perform professional services extends only to those services specifically described in this Agreement. However, if requested by the Client and agreed to by the Engineer, the Engineer will perform additional services ("Additional Services") hereunder and shall be compensated as set forth below.

(2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide to the Engineer all previous studies, plans, or other documents pertaining to the project; Client's requirements and criteria; standards to be followed; and all new information reasonably necessary; upon all of which the Engineer may rely.
- (c) Arrange for access to the site and other property and obtain approvals and permits required for the Engineer to provide its services.
- (d) Review all documents or verbal reports presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- (e) Provide such overall feasibility services such as independent accounting, legal, insurance, and cost estimating as the client may require or the Engineer may reasonably request.
- (f) Give prompt written notice to the Engineer wherever the Client becomes aware of any development that affects the scope and timing of the Engineer's services or any defect or noncompliance in any aspect of the project.
- (g) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services** This Agreement has been entered into in anticipation of conditions permitting continuous and orderly progress through the completion of the Engineer's services. Times for performance shall be extended to the extent necessary for delays due to circumstances the Engineer does not control. If such delay or suspension extends for more than six months (cumulatively), the rates of compensation provided for in the Agreement shall be renegotiated.

(4) **Compensation for Additional Services** Unless otherwise agreed to in writing, the Client shall pay the Engineer for the performance of any Additional Services an amount based upon the Engineer's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

(5) **Method of Payment** Compensation shall be paid to the Engineer in accordance with the following provisions:

(a) Invoices will be submitted by the Engineer to the Client for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Engineer for services and expenses within 30 days after the Engineer's transmittal of its invoice, the Engineer may suspend services until all amounts are paid in full.

(b) If the Client objects to any invoice, it must advise the Engineer in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections shall be waived, and the invoice shall conclusively be deemed due and owing.

(c) If the Engineer initiates legal proceedings to collect payment for services, it may recover in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency or conditions unless expressly set forth in this Agreement.

(6) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Engineer are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client or any partial use or reuse without written authorization or adaptation by the Engineer will be at the Client's sole risk and without liability or legal exposure to the Engineer, and the Client shall indemnify, defend and hold the Engineer harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer. Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types furnished by Engineer to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Client, after receiving electronic files, agrees to perform acceptance tests or procedures within 60 days, after which the Client shall be deemed to have accepted the data. Any errors detected within the 60-day acceptance period will be corrected by the Engineer. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by Client. When transferring documents in electronic media format, Engineer makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by Engineer at the beginning of this Project. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

(7) **Opinions of Cost** Because the Engineer does not control the cost of labor, materials, equipment, services furnished by others, methods of determining prices, competitive bidding or market conditions, any opinion rendered as to costs shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator.

(8) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer will be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Engineer as a result of such termination.

(9) **Insurance** The Engineer is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request.

(10) **Liability** In performing its professional services, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder, and it is agreed that the Engineer is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Engineer and the Engineer's officers, directors, employees, agents and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Engineer or the Engineer's officers, directors, employees, agents, or subconsultants shall not exceed twice the total compensation received by the Engineer under this Agreement or \$50,000 whichever is greater. Under no circumstances shall the Engineer be liable for lost profits, consequential damages or for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor to perform work in accordance with the plans and specifications.

(11) **Expenses of Litigation** If the Client or its contractors initiate legal proceedings against the Engineer, its contractors, or its subcontractors related to the Engineer's services, and such proceedings conclude with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Engineer's normal hourly billing rates, of the time devoted to the proceedings by the Engineer's employees.

(12) **Dispute Resolution** If and to the extent that Client and Engineer have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in an Exhibit attached to this Agreement. Client and Engineer agree to negotiate in good faith for a period of thirty days from date of notice of all disputes prior to exercising their rights under any Exhibit or under law.

(13) **Hazardous Substances** It is understood and agreed that in seeking the professional services of the Engineer, the Client does not request the Engineer to undertake to perform any services, studies, or tests, or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. Therefore, the Engineer undertakes no such obligation, and the Client agrees to hold harmless, indemnify, and defend the Engineer from and against any and all claims, losses, damages, liability, and costs arising out of or in any way connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services performed by the Engineer. If any hazardous substance or condition is observed or reasonably suspected by the Engineer, it shall have the right to cease all services until the hazardous substance or condition has been eliminated. The Engineer shall notify the Client of any such substance or condition of which the Engineer becomes aware, and the Client shall be solely responsible for its elimination.

(14) **Assignment** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any other party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except that the Engineer may retain subconsultants as it deems appropriate.

(15) **Confidentiality** The Client consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the performance of its services. If, however, any facts, data or information is specifically identified in writing by the Client as confidential, the Engineer shall use reasonable care to maintain the confidentiality of that material.

(16) **Miscellaneous Provisions** This Agreement is to be governed by the laws of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both the Engineer and the Client. Provided, however, that conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Engineer. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Also, the non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.