# Town of Montreat Board of Commissioners Meeting - Public Forum February 13, 2020 - 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 February 13, 2020 – 7:00 p.m. Walkup Building

# I. Call to Order

- Pledge of Allegiance
- Moment of Silence

# II. Agenda Adoption

# III. Presentations & Reports

- A. Montreat Addressing Issue: Alice Lentz
- B. Texas Road Bridge: Phase One Design Written Report

# IV. Mayor's Communications

# V. Consent Agenda

- A. Meeting Minutes Adoption
  - January 9, 2020, Public Forum Minutes
  - January 9, 2020, 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.

# VI. Town Administrator's Communications

- Consent Agenda Review
- Other Items

# VII. Administrative Reports

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

# VIII. Public Comment

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

#### IX. Old Business

## X. New Business

# A. Budget Amendment #5

• **Suggested Motion:** Move to approve Budget Amendment #5 in the amount of \$5,000 to pay for contracted services.

# **B.** RFP for Municipal Software

• **Suggested Motion:** Move to defer consideration of the award of the RFP for Municipal Finance Software Update for further analysis of options.

#### C. Real Estate Services-Florida Terrace

• **Suggested Motion:** Move to approve/deny real estate services for Lot #0720-16-4202 Contract #20-02-001.

# D. Copier Lease Contract and Service Agreement

• **Suggested Motion**: Move to approve/deny Service Agreement, Contract #20-02-002 and Lease Agreement, Contract #20-02-003.

# E. Firearms Trade/Purchase

• **Suggested Motion:** Move to approve/deny the trade of Police Department firearms towards the purchase of new firearms

# XI. Public Comment

Public comments will be heard during this period for <u>any and all items.</u>

## **XII. Commissioner Communications**

## **XIII. Meeting Dates**

# Montreat Board of Commissioners Town Council Meeting February 13, 2020

Montreat Planning & Zoning Commission: Thursday, February 20, 2020

Walkup Building

10:30 a.m.

Montreat Tree Board: Tuesday, February 25, 2020

To Be Determined

9:30 a.m.

Board of Adjustment: Thursday, February 27, 2020

Walkup Building

7:00 p.m.

Montreat Landcare: Wednesday, March 4, 2020

Allen Building

Swannanoa Room

9:00 a.m.

<u>Audit Committee:</u> Time, Date and Location TBD

Montreat Planning & Zoning Commission: Thursday, March 5, 2020

Walkup Building

10:30 a.m.

March Town Council Meeting: Thursday, March 12, 2020

Walkup Building

7:00 p.m.

Public Forum 6:30 p.m.

Annual Board Retreat: Friday, March 20, 2020

Cragmont Assembly, 1233 North

Fork Rd, Black Mountain, NC

1:00 - 5:00

Montreat Planning & Zoning Commission: Thursday, March 19, 2020

Walkup Building

10:30 a.m.

Montreat Tree Board: Tuesday, March 24, 2020

**Town Services Building** 

9:30 a.m.

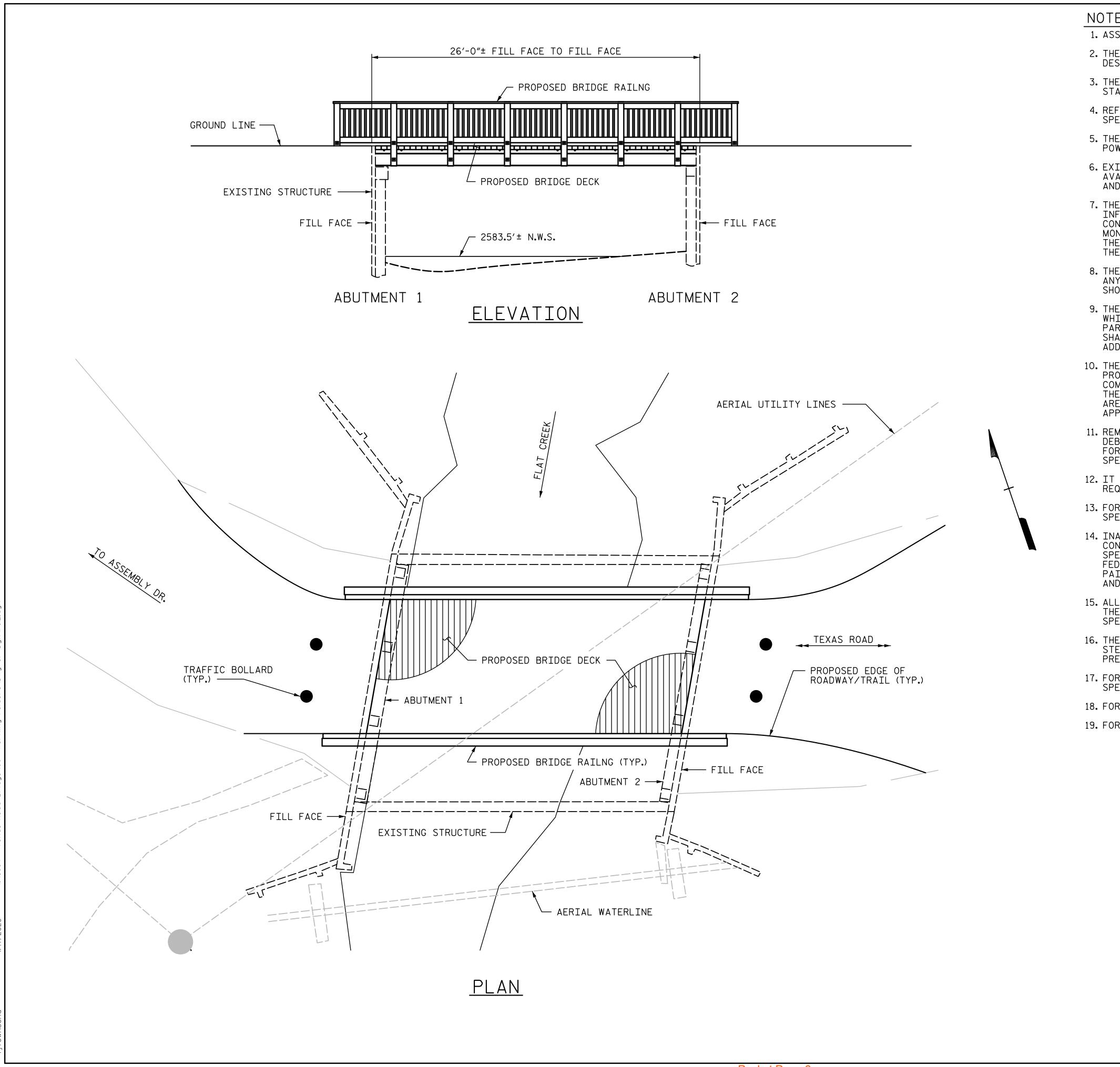
# Save the Date!

Saturday, April 25, 2020 Moore Center Field Native Plant Sale & Arbor Day Celebration

# **XIV. Closed Session**

• Suggested Motion: Move to enter into Closed Session to approve Closed Session Minutes in accordance with NCGS 143-318.11(3) for a personnel matter and NCGS 143-318.11(5) for attorney-client privilege.

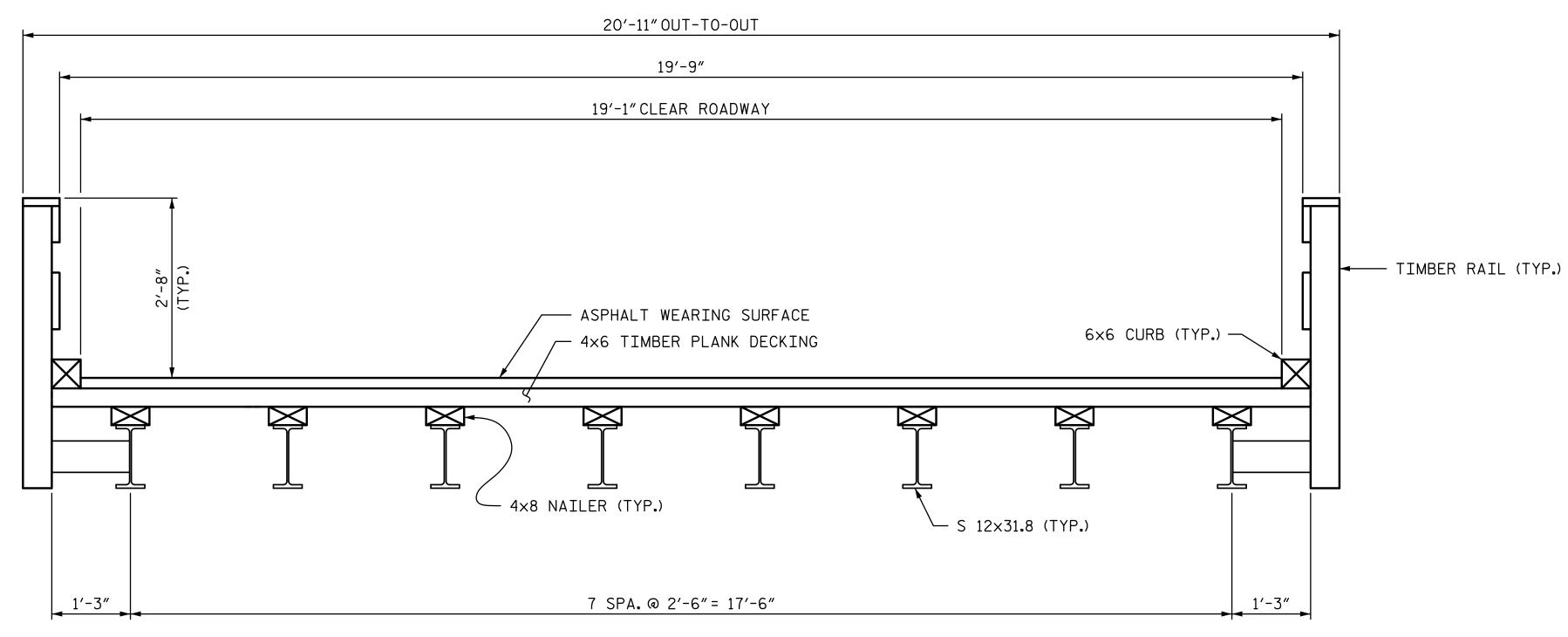
# XV. Adjournment

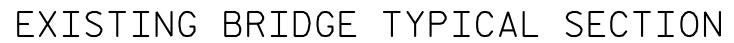


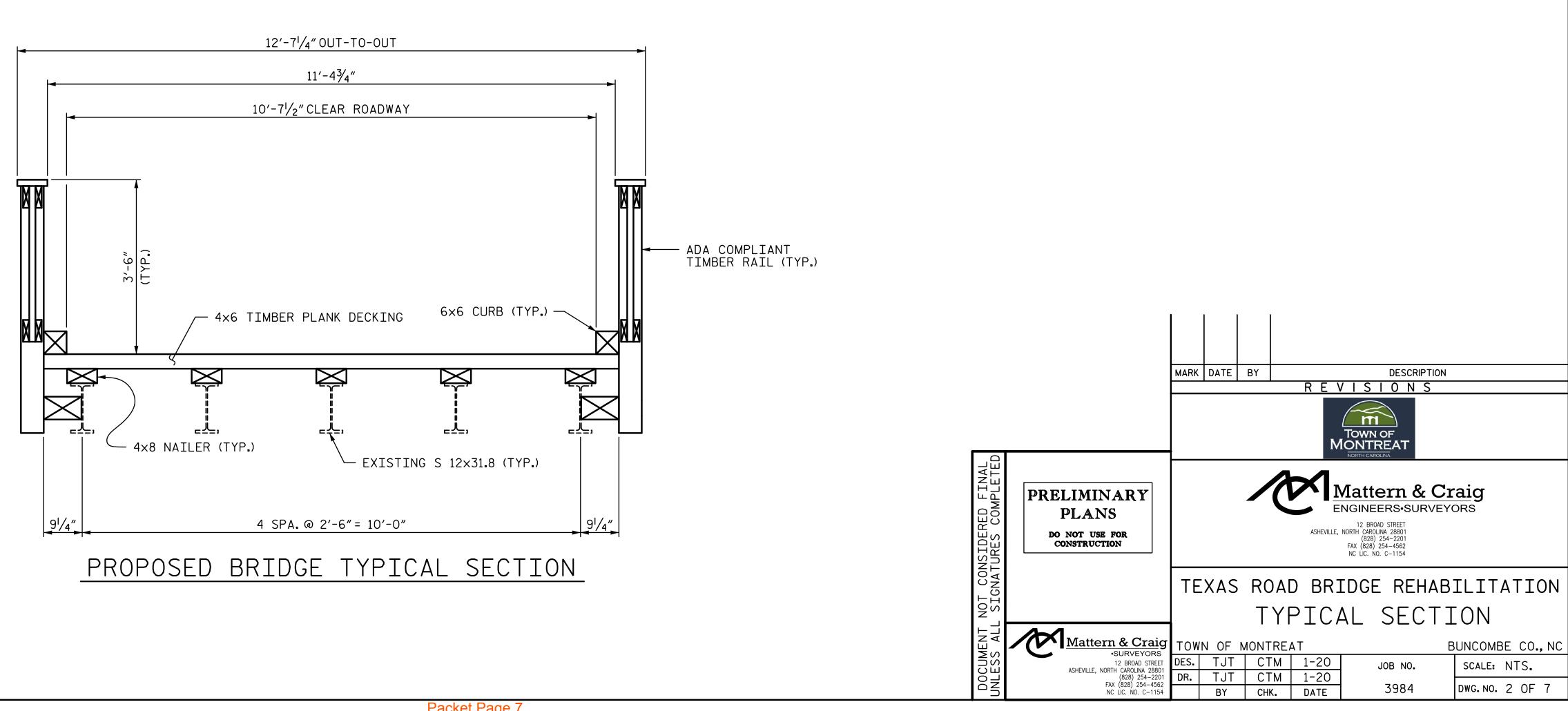
# NOTES:

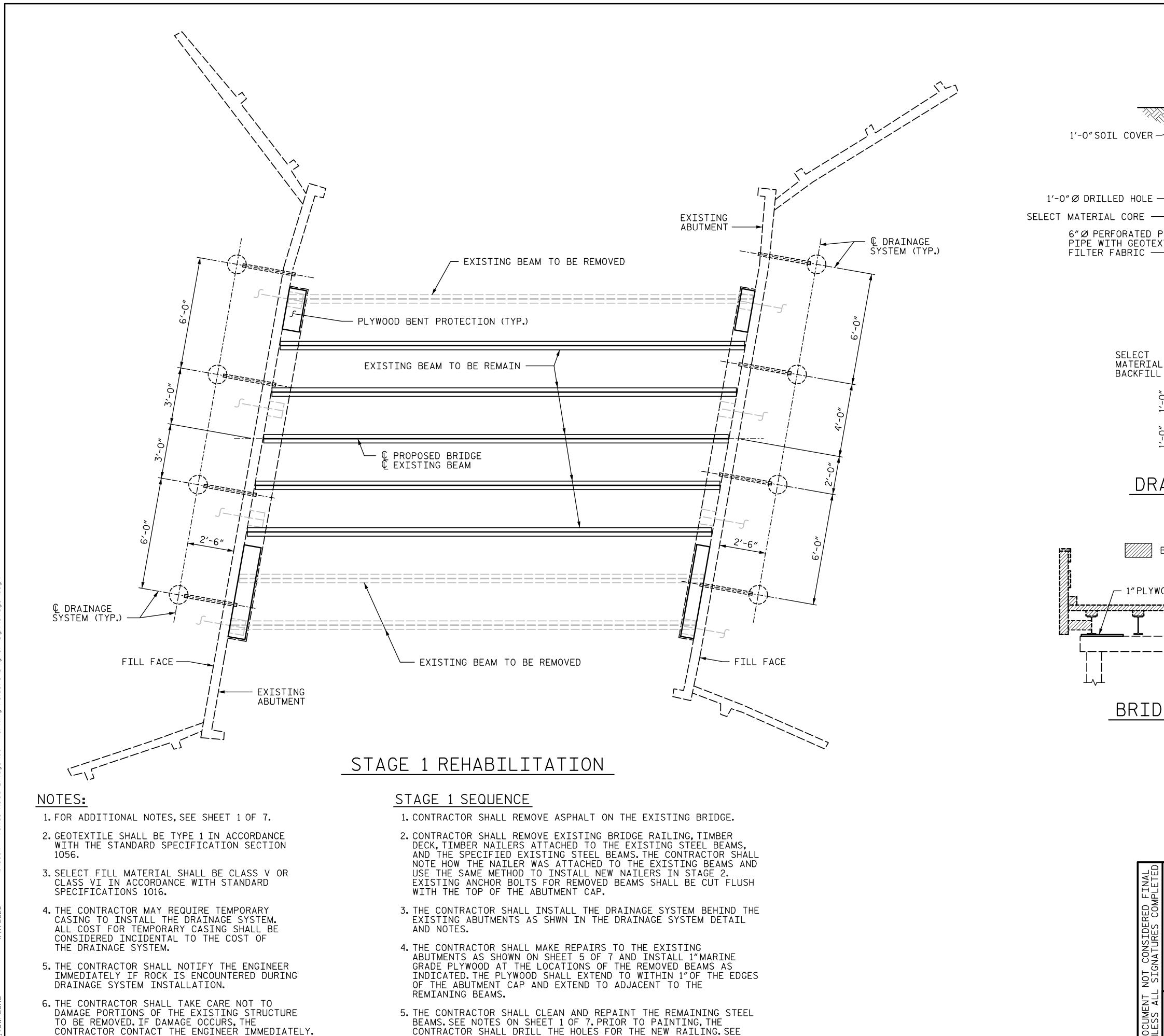
- 1. ASSUMED LIVE LOAD = 90 PSF PEDESTRIAN LOAD.
- 2. THE BRIDGE RAILING HAS BEEN DESIGNED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS.
- 3. THE BRIDGE DECKING AND BEAM HAVE BEEN DESIGNED IN ACCORDANCE WITH THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, 17TH EDITION.
- 4. REFERENCES TO THE STANDARD SPECIFICATIONS REFERS TO THE "2018 NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES".
- 5. THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT THERE ARE HIGH VOLTAGE POWER LINES ABOVE THE BRIDGE AND AN AERIAL WATER LINE ADJACENT TO THE STRUCTURES.
- 6. EXISTING DIMENSIONS AND BRIDGE CONDITION ARE FROM THE BEST INFORMATION AVAILABLE. THE CONTRACTOR SHALL FIELD VERIFY THE INFORMATION SHOWN ON THE PLANS AND NOTIFY THE ENGINEER IF ACTUAL DIMENSIONS AND CONDITIONS DIFFER.
- 7. THE SUBSTRUCTURE OF THE EXISTING BRIDGE INDICATED ON THE PLANS IS FROM THE BEST INFORMATION AVAILABLE. SINCE THIS INFORMATION IS SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR, THE CONTRACTOR SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE TOWN OF MONTREAT FOR ANY DELAYS OR ADDITIONAL COST INCURRED BASED ON DIFFERENCES BETWEEN THE EXISTING BRIDGE SUBSTRUCTURE SHOWN ON THE PLANS AND THE ACTUAL CONDITIONS AT THE PROJECT SITE.
- 8. THE CONTRACTOR SHALL HAVE NO CLAIM WHATSOEVER AGAINST THE TOWN OF MONTREAT FOR ANY DELAYS OF ADDITIONAL COST INCURRED BASED ON DIFFERENCES BETWEEN WHAT IS SHOWN ON THE PLANS AND THE ACTUAL CONDITIONS AT THE PROJECT SITE.
- 9. THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT THE EXISTING STRUCTURE WHICH IS TO REMAIN IN PLACE WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY PART OF THE EXISTING STRUCTURE WHICH IS TO REMAIN IN PLACE, THE DAMAGED AREA SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT NO ADDITIONAL COST TO THE TOWN OF MONTREAT.
- 10. THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT DUE TO THE NATURE OF THIS PROJECT, THE EXTENT OF WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO COMMENCEMENT OF WORK. REPAIR LOCATIONS AND ESTIMATES OF QUANTITIES ARE GIVEN WITH THE BEST INFORMATION AVAILABLE. IF ADDITIONAL REPAIRS NOT SHOWN ON THE DRAWINGS ARE DEEMED NECESSARY BY THE ENGINEER, THE ENGINEER SHALL NOTE ON THE DRAWINGS THE APPROXIMATE LOCATION AND DESCRIPTION OF THE REPAIRS.
- 11. REMOVAL OF THE EXISTING BRIDGE SHALL BE PERFORMED IN A MANNER THAT PREVENTS DEBRIS FROM FALLING INTO THE WATER. THE CONTRACTOR SHALL SUBMIT DEMOLITION PLANS FOR REVIEW AND REMOVE THE BRIDGE IN ACCORDANCE WITH ARTICLE 402-2 OF THE STANDARD SPECIFICATIONS.
- 12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL STATE AND FEDERAL SAFETY REQUIREMENTS.
- 13. FOR ASBESTOS ASSESSMENT FOR BRIDGE DEMOLITION AND RENOVATION ACTIVITIES, SEE SPECIAL PROVISIONS.
- 14. INASMUCH AS THE PAINT SYSTEM ON THE EXISTING STRUCTURAL STEEL CONTAINS LEAD, THE CONTRACTOR'S ATTENTION IS DIRECTED TO ARTICLE 107-1 OF THE STANDARD SPECIFICATIONS, ANY COSTS RESULTING FROM COMPLIANCE WITH APPLICABLE STATE OR FEDERAL REGULATIONS PERTAINING TO HANDLING OF MATERIALS CONTAINING LEAD BASED PAINT SHALL BE INCLUDED IN THE BID PRICE FOR ITEMS ASSOCIATED WITH THE CLEANING AND REPAINTING OF BRIDGE.
- 15. ALL STRUCTURAL STEEL SHALL BE PAINTED IN ACCORDANCE WITH SYSTEM 1 OR SYSTEM 2 OF THE STRUCTURAL STEEL COATINGS PROGRAM AND SECTION 442-8 OF THE STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED ON THE PLANS.
- 16. THE CONTRACTOR SHALL SCHEDULE CLEANING AND REPAINTING OPERATIONS SUCH THAT THE STEEL REPAIR/MODIFICATION IS PERFORMED AFTER THE STEEL HAS BEEN CLEANED AND PREPARED FOR PAINTING AND BEFORE THE PAINTING OPERATION.
- 17. FOR PRESSURE TREATED TIMBER/LUMBER, SEE SECTION 1082 OF THE STANDARD SPECIFICATIONS.
- 18. FOR CRANE SAFETY, SEE SPECIAL PROVISIONS.
- 19, FOR OTHER DESIGN DATA AND GENERAL NOTES, SEE SHEET 7 OF 7.



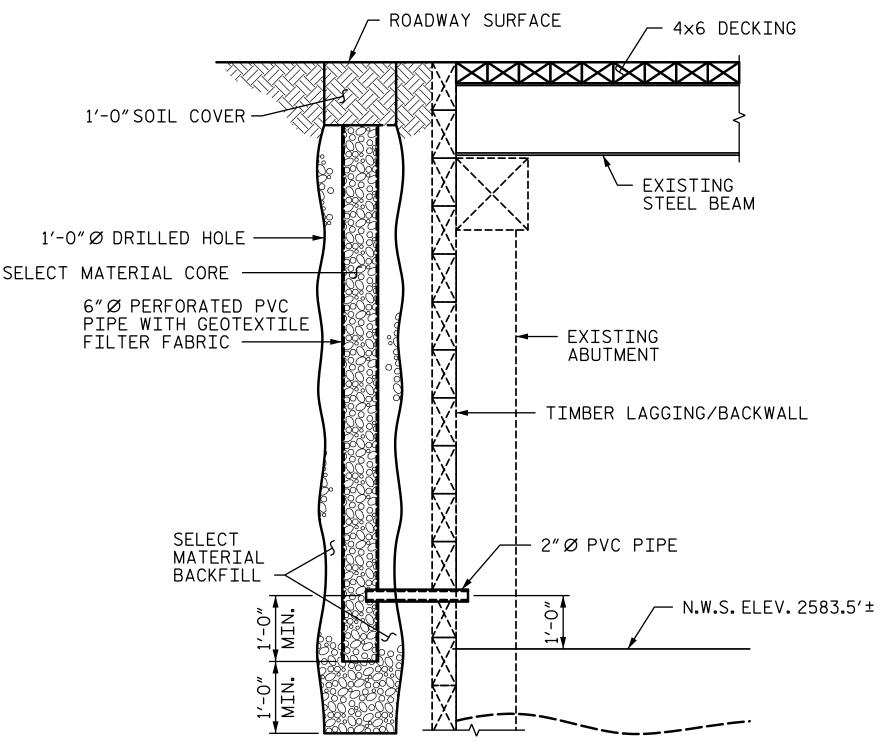




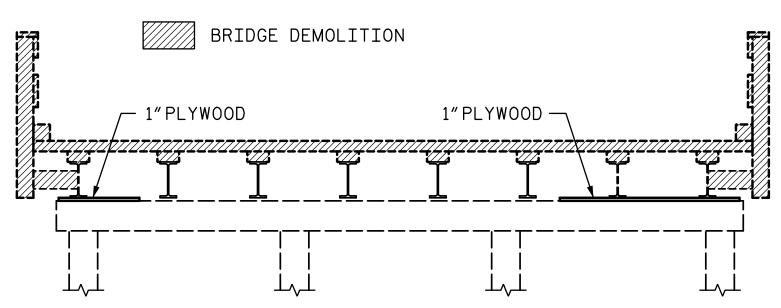




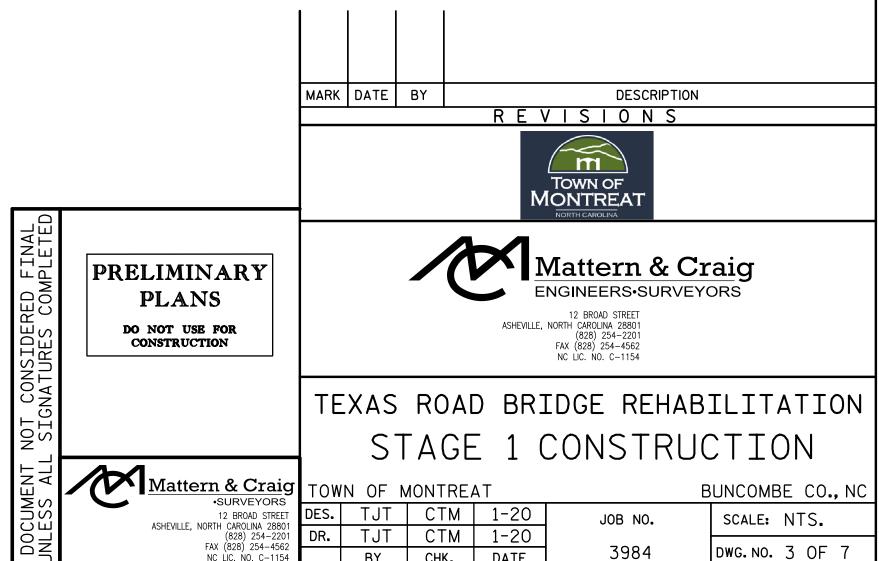
SHEET 6 OF 7 FOR DETAILS.



# DRAINAGE SYSTEM DETAIL



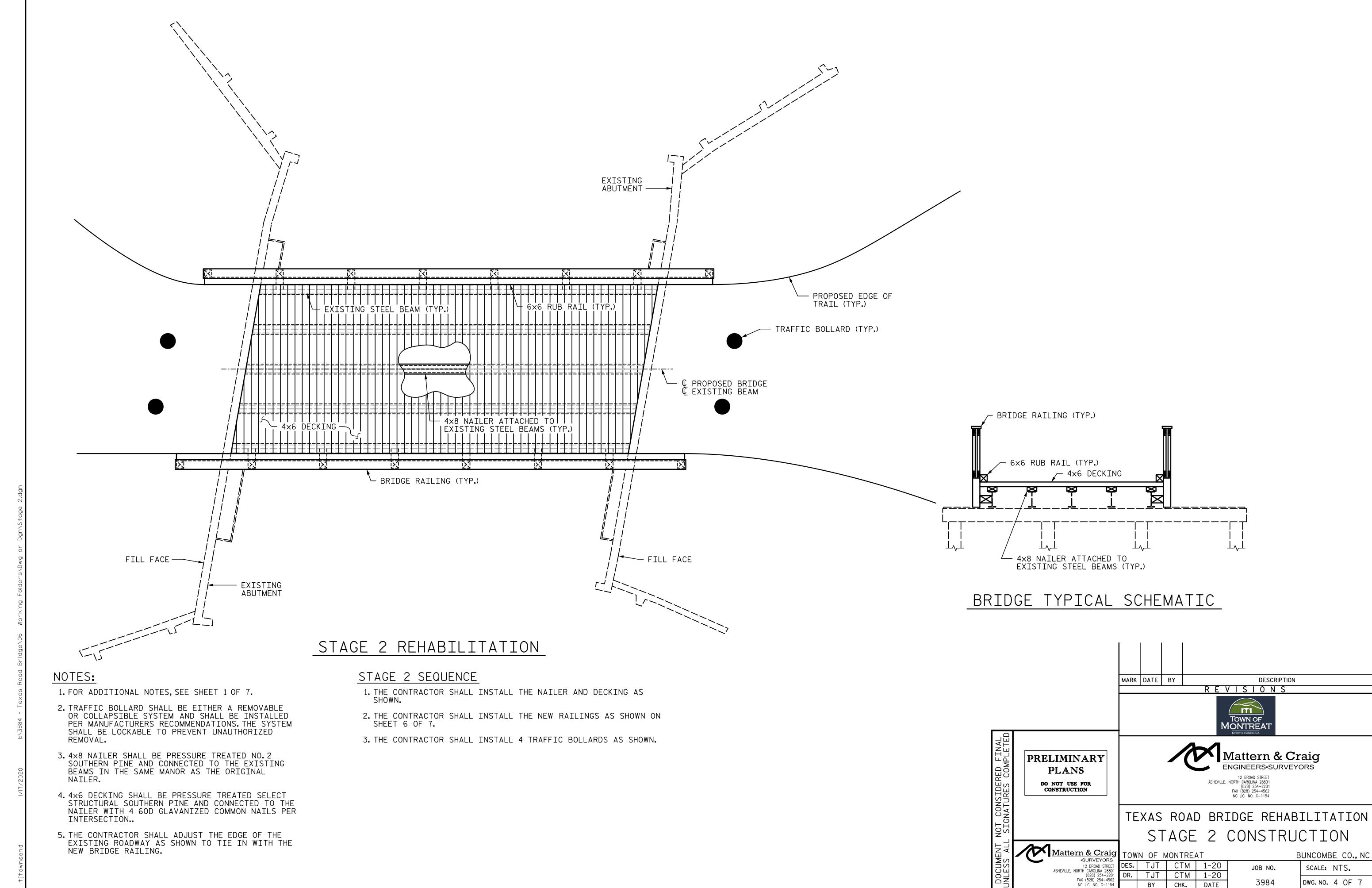
BRIDGE TYPICAL SCHEMATIC

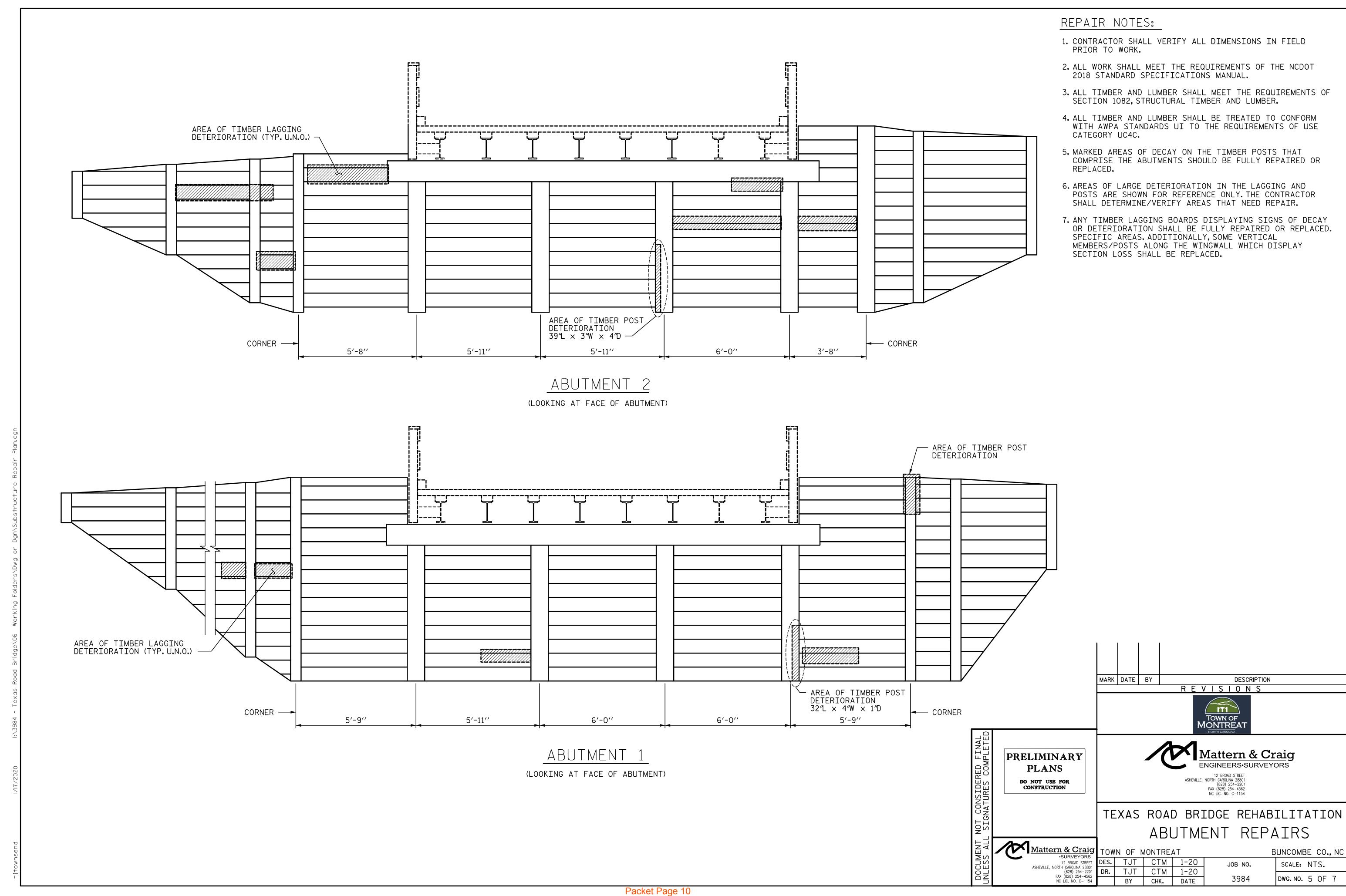


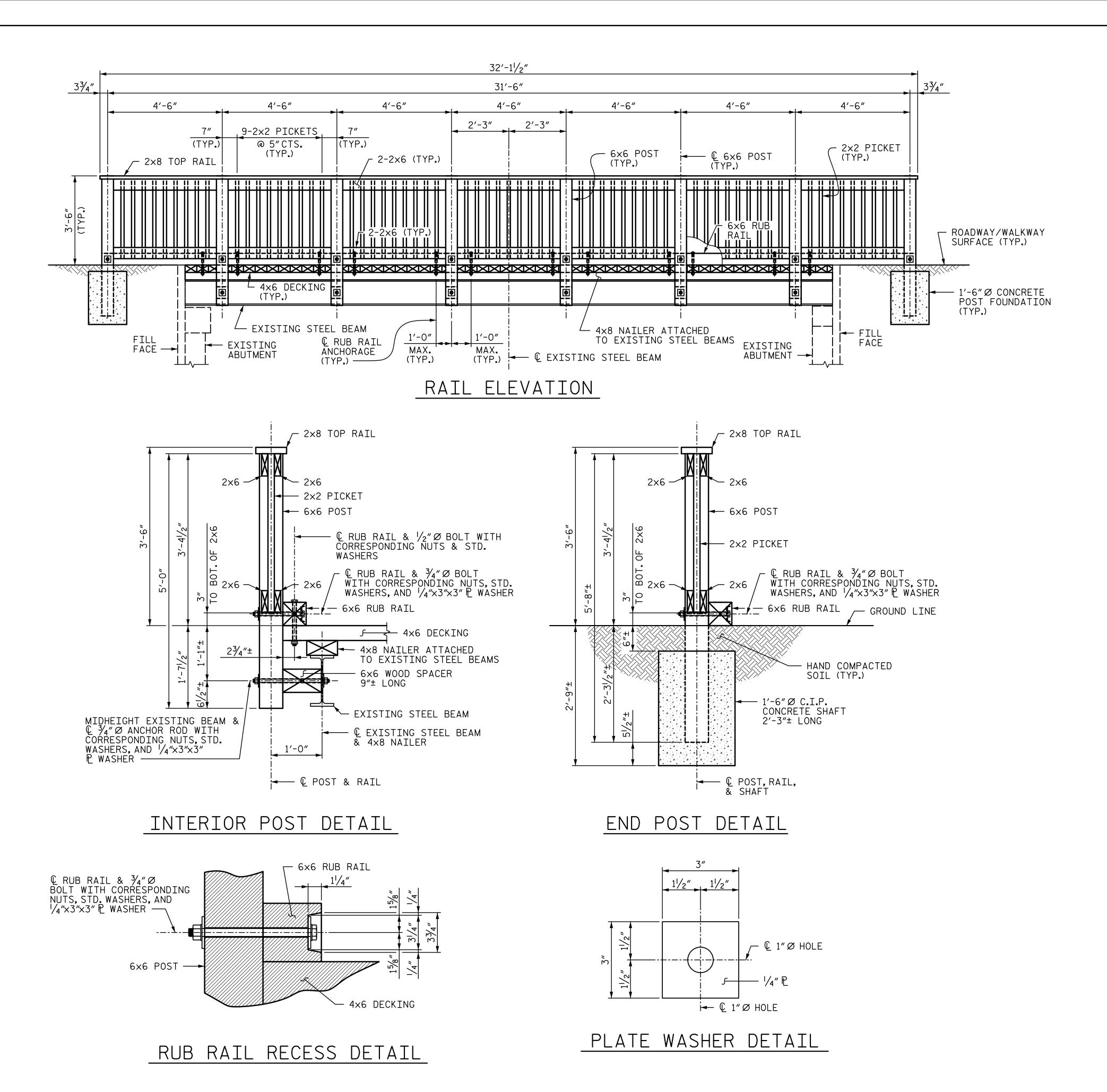
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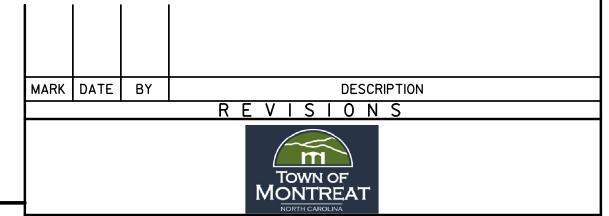






# NOTES:

- 1. FOR ADDITIONAL NOTES, SEE SHEET 1 OF 7.
- 2. CONCRETE SHALL BE CLASS A CONCRETE.
- 3. LUMBER FOR RAILING AND RUB RAIL SHALL BE PRESSURE TREATED NO. 2 SOUTHERN PINE.
- 4. PLATE WASHERS SHALL BE A36 STEEL.
- 5.  $\frac{3}{4}$  % BOLTS/ANCHOR ROD AND  $\frac{1}{2}$  % BOLTS SHALL BE A307 WITH CORRESPONDING NUTS AND WASHERS.
- 6. ALL BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED.
- 7. HOLES IN EXISTING BEAMS FOR THE ANCHOR RODS SHALL BE 1"Ø DRILLED HOLES. CUTTING OR TORCHING HOLES IS NOT PERMITTED.
- 8. SPLICES IN THE 2x8 TOP RAIL SHALL OCCUR OVER A POST.
- 9.2×8 TOP RAIL SHALL BE CONNECTED TO THE POST USING 4-#10×4″GALVANIZED WOOD SCREWS.
- 10.2×6 RAIL MEMBERS SHALL BE CONNECTED TO THE POSTS USING 2-#10×3"GALVANIZED WOOD SCREWS.
- 11.2x8 TOP RAIL SHALL BE CONNECTED TO UPPER 2x6 MEMBERS USING #10x4"GALVANIZED WOOD SCREWS @ 1'-0"CTS.
- 12.2x2 PICKETS SHALL BE CONNECTED TO THE 2x6 MEMBERS USING #10x4"GALVANIZED WOOD SCREWS.
- 13. WOOD SPACER SHALL HAVE A 1"Ø HOLE CENTERED FOR THE ANCHOR ROD.
- 14. ALL BOLTS/NUTS SHALL BE TIGHTENED TO A SNUG FIT.
- 15. THE CONTRACTOR MAY USE A 3"Ø ROUND PLATE WASHER IN A 31/4"Ø HOLE INSTEAD OF THE RUB RAIL RECESS DETAIL SHOWN IN THESE PLANS.
- 16. 1/2" Ø BOLTS FOR THE RUB RAIL CONNECTION TO THE DECK SHALL BE LOCATED IN 3/4" Ø HOLES CENTERED IN A 4×6 DECK MEMBER.
- 17. ALL HOLES IN THE  $6\times6$  POSTS FOR THE  $\frac{3}{4}$ " Ø BOLTS/ANCHOR RODS SHALL BE  $\frac{7}{8}$ " Ø.



PRELIMINARY
PLANS

ON NOT USE FOR CONSTRUCTION

ON NOT USE FOR CONSTRUCTION

Mattern & Craig ENGINEERS SURVEYORS

12 BROAD STREET ASHEVILLE, NORTH CAROLINA 28801 (828) 254–2201 FAX (828) 254–4562 NC LIC. NO. C-1154

TEXAS ROAD BRIDGE REHABILITATION RAIL DETAILS

 Mattern & Craig
 TOWN OF MONTREAT
 BUNCOMBE CO., NC

 OES. TJT CTM 1-20
 JOB NO.
 SCALE: NTS.

 ASHEVILLE, NORTH CAROLINA 28801 (828) 254-2201 FAX (828) 254-2201 NC LIC. NO. C-1154
 BY CHK. DATE
 3984

# STANDARD NOTES

# DESIGN DATA:

---- A.A.S.H.T.O. (CURRENT) LIVE LOAD ---- SEE PLANS IMPACT ALLOWANCE - - - - - - - - - SEE A.A.S.H.T.O. STRESS IN EXTREME FIBER OF STRUCTURAL STEEL - AASHTO M270 GRADE 36 - - 20,000 LBS. PER SQ. IN. - AASHTO M270 GRADE 50W - - 27,000 LBS.PER SQ.IN. - AASHTO M270 GRADE 50 - - 27.000 LBS. PER SQ. IN. REINFORCING STEEL IN TENSION - GRADE 60 - - - 24,000 LBS. PER SQ. IN. CONCRETE IN SHEAR - - - - - - - - - - - SEE A.A.S.H.T.O. STRUCTURAL TIMBER - TREATED OR UNTREATED EXTREME FIBER STRESS - - - 1,800 LBS. PER SQ. IN. COMPRESSION PERPENDICULAR TO GRAIN ---- 375 LBS. PER SQ. IN. EQUIVALENT FLUID PRESSURE OF EARTH ---- 30 LBS.PER CU.FT. (MINIMUM)

# MATERIAL AND WORKMANSHIP:

EXCEPT AS MAY OTHERWISE BE SPECIFIED ON PLANS OR IN THE SPECIAL PROVISIONS, ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2018 "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" OF THE N. C. DEPARTMENT OF TRANSPORTATION.

STEEL SHEET PILING FOR PERMANENT OR TEMPORARY APPLICATIONS SHALL BE HOT ROLLED.

# CONCRETE:

UNLESS OTHERWISE REQUIRED ON PLANS, CLASS A CONCRETE SHALL BE USED FOR ALL PORTIONS OF ALL STRUCTURES WITH THE EXCEPTION THAT: CLASS AA CONCRETE SHALL BE USED IN BRIDGE SUPERSTRUCTURES, ABUTMENT BACKWALLS, AND APPROACH SLABS; AND CLASS B CONCRETE SHALL BE USED FOR SLOPE PROTECTION AND RIP RAP.

# CONCRETE CHAMFERS:

UNLESS OTHERWISE NOTED ON THE PLANS, ALL EXPOSED CORNERS ON STRUCTURES SHALL BE CHAMFERED 3/4" WITH THE FOLLOWING EXCEPTIONS: TOP CORNERS OF CURBS MAY BE ROUNDED TO 11/2" RADIUS WHICH IS BUILT INTO CURB FORMS; CORNERS OF TRANSVERSE FLOOR EXPANSION JOINTS SHALL BE ROUNDED WITH A 1/4" FINISHING TOOL UNLESS OTHERWISE REQUIRED ON PLANS; AND CORNERS OF EXPANSION JOINTS IN THE ROADWAY FACES AND TOPS OF CURBS AND SIDEWALKS SHALL BE ROUNDED TO A 1/4" RADIUS WITH A FINISHING STONE OR TOOL UNLESS OTHERWISE REQUIRED ON PLANS.

# DOWELS:

DOWELS WHEN INDICATED ON PLANS AS FOR CULVERT EXTENSIONS, SHALL BE EMBEDDED AT LEAST 12" INTO THE OLD CONCRETE AND GROUTED INTO PLACE WITH 1:2 CEMENT MORTAR.

# ALLOWANCE FOR DEAD LOAD DEFLECTION, SETTLEMENT,

# ETC. IN CASTING SUPERSTRUCTURES:

BRIDGES SHALL BE BUILT ON THE GRADE OR VERTICAL CURVE SHOWN ON PLANS. SLABS, CURBS AND PARAPETS SHALL CONFORM TO THE GRADE OR CURVE.

ALL DIMENSIONS WHICH ARE GIVEN IN SECTION AND ARE AFFECTED BY DEAD LOAD DEFLECTIONS ARE DIMENSIONS AT CENTER LINE OF BEARING UNLESS OTHERWISE NOTED ON PLANS. IN SETTING FORMS FOR STEEL BEAM BRIDGES AND PRESTRESSED CONCRETE GIRDER BRIDGES, ADJUSTMENTS SHALL BE MADE DUE TO THE DEAD LOAD DEFLECTIONS FOR THE ELEVATIONS SHOWN. WHERE BLOCKS ARE SHOWN OVER BEAMS FOR BUILDING UP TO THE SLAB, THE VERTICAL DIMENSIONS OF THE BLOCKS SHALL BE ADJUSTED BETWEEN BEARINGS TO COMPENSATE FOR DEAD LOAD DEFLECTIONS, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER. WHERE BOTTOM OF SLAB IS IN LINE WITH BOTTOM OF TOP FLANGES, DEPTH OF SLAB BETWEEN BEARINGS SHALL BE ADJUSTED TO COMPENSATE FOR DEAD LOAD DEFLECTION, VERTICAL CURVE ORDINATE, AND ACTUAL BEAM CAMBER.

IN SETTING FALSEWORK AND FORMS FOR REINFORCED CONCRETE SPANS, AN ALLOWANCE SHALL BE MADE FOR DEAD LOAD DEFLECTIONS, SETTLEMENT OF FALSEWORK, AND PERMANENT CAMBER WHICH SHALL BE PROVIDED FOR IN ADDITION TO THE ELEVATIONS SHOWN. AFTER REMOVAL OF THE FALSEWORK, THE FINISHED STRUCTURES SHALL CONFORM TO THE PROFILE AND ELEVATIONS SHOWN ON THE PLANS AND CONSTRUCTION ELEVATIONS FURNISHED BY THE ENGINEER.

DETAILED DRAWINGS FOR FALSEWORK OR FORMS FOR BRIDGE SUPERSTRUCTURE AND ANY STRUCTURE OR PARTS OF A STRUCTURE AS NOTED ON THE PLANS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE CONSTRUCTION OF THE FALSEWORK OR FORMS IS STARTED.

# REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE DEFORMED. DIMENSIONS RELATIVE TO PLACEMENT OF REINFORCING ARE TO CENTERS OF BARS UNLESS OTHERWISE INDICATED IN THE PLANS. DIMENSIONS ON BAR DETAILS ARE TO CENTERS OF BARS OR ARE OUT TO OUT AS INDICATED ON PLANS.

WIRE BAR SUPPORTS SHALL BE PROVIDED FOR REINFORCING STEEL WHERE INDICATED ON THE PLANS. WHEN BAR SUPPORT PIECES ARE PLACED IN CONTINUOUS LINES, THEY SHALL BE SO PLACED THAT THE ENDS OF THE SUPPORTING WIRES SHALL BE LAPPED TO LOCK LEGS ON ADJOINING PIECES.

# STRUCTURAL STEEL:

AT THE CONTRACTOR'S OPTION, HE MAY SUBSTITUTE  $\frac{7}{8}$ " Ø SHEAR STUDS FOR THE  $\frac{3}{4}$ " Ø STUDS SPECIFIED ON THE PLANS. THIS SUBSTITUTION SHALL BE MADE AT THE RATE OF 3 -  $\frac{7}{8}$ " Ø STUDS FOR 4 -  $\frac{3}{4}$ " Ø STUDS, AND STUD SPACING CHANGES SHALL BE MADE AS NECESSARY TO PROVIDE THE SAME EQUIVALENT NUMBER OF  $\frac{7}{8}$ " Ø STUDS ALONG THE BEAM AS SHOWN FOR  $\frac{3}{4}$ " Ø STUDS BASED ON THE RATIO OF 3 -  $\frac{7}{8}$ " Ø STUDS FOR 4 -  $\frac{3}{4}$ " Ø STUDS. STUDS OF THE LENGTH SPECIFIED ON THE PLANS MUST BE PROVIDED. THE MAXIMUM SPACING SHALL BE 2'-0".

EXCEPT AT THE INTERIOR SUPPORTS OF CONTINUOUS BEAMS WHERE THE COVER PLATE IS IN CONTACT WITH BEARING PLATE, THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE FOR THE COVER PLATES DESIGNATED ON THE PLANS COVER PLATES OF THE EQUIVALENT AREA PROVIDED THESE PLATES ARE AT LEAST 16" IN THICKNESS AND DO NOT EXCEED A WIDTH EQUAL TO THE FLANGE WIDTH LESS 2" OR A THICKNESS EQUAL TO 2 TIMES THE FLANGE THICKNESS. THE SIZE OF FILLET WELDS SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ANSI/AASHTO/AWS "BRIDGE WELDING CODE". ELECTROSLAG WELDING WILL NOT BE PERMITTED.

WITH THE SOLE EXCEPTION OF EDGES AT SURFACES WHICH BEAR ON OTHER SURFACES, ALL SHARP EDGES AND ENDS OF SHAPES AND PLATES SHALL BE SLIGHTLY ROUNDED BY SUITABLE MEANS TO A RADIUS OF APPROXIMATELY / INCH OR EQUIVALENT FLAT SURFACE AT A SUITABLE ANGLE PRIOR TO PAINTING, GALVANIZING, OR METALLIZING.

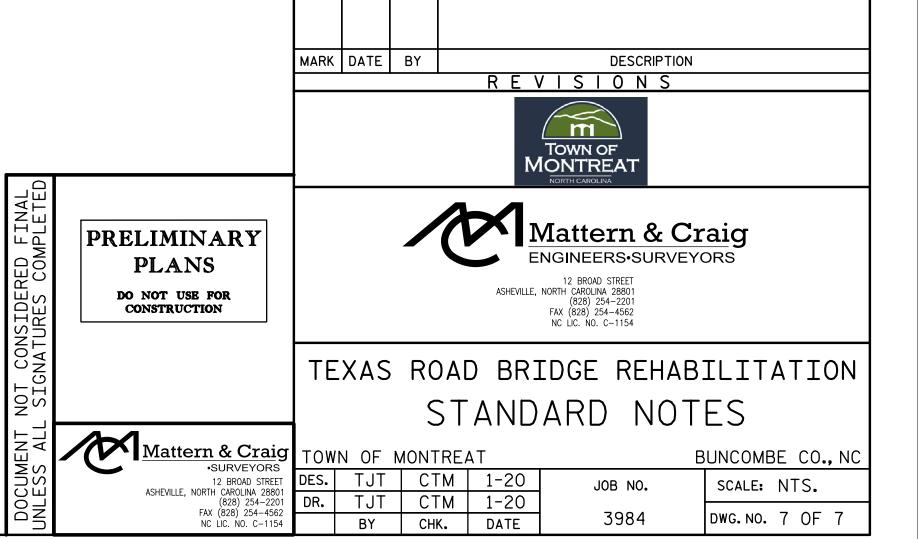
# HANDRAILS AND POSTS:

METAL STANDARDS AND FACES OF THE CONCRETE END POSTS FOR THE METAL RAIL SHALL BE SET NORMAL TO THE GRADE OF THE CURB, UNLESS OTHERWISE SHOWN ON PLANS. THE METAL RAIL AND TOPS OF CONCRETE POSTS USED WITH THE ALUMINUM RAIL SHALL BE BUILT PARALLEL TO THE GRADE OF THE CURB.

METAL HANDRAILS SHALL BE IN ACCORDANCE WITH THE PLANS. RAILS SHALL BE AS MANUFACTURED FOR BRIDGE RAILING. CASTINGS SHALL BE OF A UNIFORM APPEARANCE. FINS AND OTHER DEFORMATIONS RESULTING FROM CASTING OR OTHERWISE SHALL BE REMOVED IN A MANNER SO THAT A UNIFORM COLORING OF THE COMPLETED CASTING SHALL BE OBTAINED. CASTINGS WITH DISCOLORATIONS OR OF NON-UNIFORM COLORING WILL NOT BE ACCEPTED. CERTIFIED MILL REPORTS ARE REQUIRED FOR METAL RAILS AND POSTS.

# SPECIAL NOTES:

GENERALLY, IN CASE OF DISCREPANCY, THIS STANDARD SHEET OF NOTES SHALL GOVERN OVER THE SPECIFICATIONS, BUT THE REMAINDER OF THE PLANS SHALL GOVERN OVER NOTES HEREON, AND SPECIAL PROVISIONS SHALL GOVERN OVER ALL. SEE SPECIFICATIONS ARTICLE 105-4.



# Town of Montreat Board of Commissioners Public Forum Meeting Minutes January 9, 2020 – 6:30 p.m. Walkup Building

<u>Board members present</u>: Mayor Tim Helms

Mayor Pro Tem Otto

Commissioner Kitty Fouche Commissioner Alice Lentz Commissioner Tom Widmer Commissioner Jane Alexander

Board members absent: None

<u>Town staff present</u>: Alex Carmichael, Town Administrator

Adrienne Isenhower, Zoning Administrator

Angie Murphy, Town Clerk

Twenty two members of the public were present. Mayor Helms called the meeting to order at 6:30 p.m., and led the group in a moment of silence.

# **Agenda Approval**

Commissioner Fouche moved to adopt the agenda as presented. Commissioner Alexander seconded and the motion carried 5/0.

## **Public Forum**

Tom Frist of 98 Frist Road had good news to report to Council. Mr. Frist went on to Google Maps and saw his house listed as 98 Frosty Hollow Road. Mr. Frist went to "edit" and reported a problem. He included his real address of 98 Frist Road as well as a picture. Two days later the address was changed on Google Maps.

Mary Standaert of 118 Shenandoah Terrace wanted to receive a little more information about the mediated settlement. She stated that Council came out of a Closed Session and made a motion for a \$95,000 budget amendment to pay for a mediated settlement and that was really all that was communicated at that time. Mrs. Standaert felt someone other than the Mayor should have been the negotiator in mediation.

## **Adjournment**

Commissioner Widmer moved to adjourn the meeting. Mayor Pro Tem Otto seconded and the motion carried 5/0. The meeting was adjourned at 6:58 p.m.

# Board of Commissioners Public Forum Meeting Minutes January 9, 2020

Tim Helms, Mayor	Angie Murphy, Town Clerk

# Town of Montreat Board of Commissioners Meeting Minutes January 9, 2020 – 7:00 p.m. Walkup Building

**Board members present:** Mayor Tim Helms

Mayor Pro Tem Kent Otto Commissioner Jane Alexander Commissioner Kitty Fouche Commissioner Alice Lentz Commissioner Tom Widmer

Board members absent: None

<u>Town staff present</u>: Alex Carmichael, Town Administrator

Adrienne Isenhower, Zoning Administrator

Angie Murphy, Town Clerk Kaila Gant, Patrol Officer

Darlene Carrasquillo, Finance Officer Barry Creasman, Public Works Director

Twenty eight members of the public were present. Mayor Helms called the meeting to order at 7:03 p.m., and led the group in the pledge of allegiance and a moment of silence.

# **Agenda Approval**

Commissioner Tom Widmer moved to adopt the agenda as presented. Commissioner Kitty Fouche seconded and the motion carried 5/0.

# Presentations & Reports: Matt Braswell, Martin Starnes & Associates

Matt Braswell of Martin Starnes & Associates thanked the Board for the opportunity to review the 2019 Audited Financial Statements. Mr. Braswell stated this presentation was a snapshot in time of June 30, 2019. The financial statements were issued as a clean and unmodified opinion which means the financial statements were materially correct. The staff was very cooperative and responsive and easy to work with which allowed the auditors to get the audit to the Local Government Commission in time. The Fund Balance is the assets minus the liabilities and it is the tool in which the Local Government Commission uses to compare Montreat to other units. It is also how the auditors calculate the fund balance percentage. The total Fund Balance in 2019 was 1,752,315 compared to 1,656,576 in 2018. There is a slight decrease in total fund balance, around \$10,000, over the past three years due to funding capital projects and special revenue funds. Revenues increased due to the sale of the Florida Terrace property and expenditures increased due to capital outlay and streets and legal services increased in the Administrative Department. The top

three revenues are ad valorem taxes, other taxes and licenses and sales and services. The top three expenditures are transportation, general government and public safety. The Water Fund Balance is very comparable to 2018. The Operating Expenditures are very comparable to 2018 as well. The presentation concluded with a brief question and answer period with the Council.

# **Mayor's Communications**

Mr. Carmichael stated that a lot of questions had been asked about the Town Hall Capital Projects Fund. The item in the Finance Report tonight is the entire Capital Projects Fund. It includes the construction contract, change orders, interior design fees, owner's representative fees and more. The Capital Projects Fund was over budgeted for incidentals like change orders. The Capital Projects Fund was budgeted at just under \$2 million dollars. It is not the construction contract. It was the initial idea that if we had money left over in the Capital Projects Fund after the completion of the Town Hall Project that the leftover funds would be utilized for debt servicing. The construction of the Town Hall is \$1,641,000 that includes roughly \$84,000 of privately raises funds. At this moment in time we are on schedule and under budget. We have paid 6 pay apps so far for roughly 50% of the total cost. Landscaping costs were budgeted in the \$1,641,000. The original budget of \$1.9 million has not changed since the beginning of the project.

# **Meeting Minutes Adoption**

- December 12, 2019, Public Forum Minutes
- December 12, 2019, Town Council Minutes

# **Town Administrator's Communications**

Mr. Carmichael stated that since Tropical Storm Alberto came through Town Greybeard Trail has been compromised and it is a significant public safety issue. The detour has been a work in progress. The timed light control system did not work due to the topography in Montreat but the engineer worked on two separate lights working on their own timers. The upper light on Nesbitt lasts about 4 minutes and the one on the lower end lasts about 6 minutes. The contractor is working on it daily to ensure the safety of all people who travel Greybeard Trail. Mr. Carmichael strongly suggested not running the lights to ensure safety of all Montreat residents and visitors. The project has slowed down due to weather concerns as well as other factors such as the size of boulders they are pulling out of the stream. It looks like it will remain closed for the full 90 days of the project and then the road will be reopened with gravel only until the road is paved again in April. There are two types of reflectors that will be installed: flashing lights to alert people at night and reflectors alongside the steeper hills and sharper curves.

# **Administrative Reports**

- Administration This report was given in written format.
- Finance- This report was given in written format.
- Planning & Zoning This report was given in written format.
- Police 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.

Commissioner Widmer questioned why on the General fund and Water fund are showing 54% short on collected amounts for General Fund and 25% short on collected amounts for Water Fund. Ms. Carrasquillo stated that it was primarily the ad valorem taxes that are paid largely in September and then another large influx towards the end of January that is affecting the general fund. Mr. Carmichael will get back to the Commission about the difference in the Water Fund. Commissioner Lentz asked for an update on Suwannee Road and Mr. Carmichael briefly reviewed the problem and advised that the affected area encompasses three properties and title searches have been difficult. The title search has been completed by the Town Attorney and we are working on the next step of an easement. Commissioner Widmer asked for an update on the Public Works Building. Mr. Creasman stated that grading will begin on January 10<sup>th</sup> with footers to follow next week.

# **Public Comment**

Mrs. Clare Frist of 98 Frist Road stated that a house on North Carolina Terrace near Convocation Hall looked to be recently burned. Mr. Wade Burns stated that a tree fell on the back of the house and the Flowers family recently purchased the house and are going to remodel it soon.

## **Old Business**

There was no old business to discuss.

## **New Business**

A. <u>Nominations and Debate for Membership to Board of Adjustment:</u> Mayor Helms advised that Margaret Waterstradt wanted to move from a regular member position to an alternate position. Commissioner Alexander moved to approve Margaret Waterstradt's request to move from a regular member position to an alternate position. Commissioner Fouche seconded and the motion carried 5/0. Commissioner Widmer moved to appoint Bill Solomon to the Board of Adjustment as a regular member for three years to expire on January 2, 2023. Mayor Pro Tem Otto seconded and the motion carried 5/0.

# **Public Comment**

No Public Comment at this time.

# **Commissioner Communications**

No Commissioner Communications at this time.

# **Meeting Dates**

Montreat Planning & Zoning Commission:	Thursday, January 16, 2019 Walkup Building 10:30 a.m.
	10.00 0
Town Office Closed:	Monday, January 20, 2020
	Martin Luther King Jr. Holiday
Sanitation Services Resume:	Tuesday, January 21, 20
Montreat Tree Board:	Tuesday, January 28, 2020
Wortheat free Board.	Town Services Building
	9:30 a.m.
	5.55 3
Montreat Landcare:	Wednesday, February 5, 2020
	Allen Building
	Swannanoa Room
	9:00 a.m.
February Town Council Meeting:	Thursday, February 13, 2020
,	Walkup Building
	7:00 p.m.
	Public Forum 6:30 p.m.
Save the Date!	Saturday, April 25, 2020
	Moore Center Field
	Native Plant Sale & Arbor Day Celebration

# **Closed Session**

Commissioner Lentz moved to enter into Closed Session to approve/deny and seal/unseal Closed Session Minutes in accordance with NCGS 143-318.11(3) for a personnel matter, NCGS 143-318.11(6) for discussion of the proposed acquisition of real property and NCGS 143-318.11(5) for attorney-client privilege.

<u>Adjournment</u>				
After returning to Open Session there was no fu	urther business.			
Commissioner Lentz moved to adjourn the mee motion carried 5/0. The meeting was adjourne	eting. Commissioner Alexander seconded and the d at 7:59 p.m.			
 Tim Helms, Mayor	Angie Murphy, Town Clerk			



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# ADMINISTRATIVE REPORTS: ADMINISTRATION

Town Administration report for the month of January , 2019

#### **Monthly Statistics**

Public Meetings	6
Inter-Organizational /Intergovernmental Meetings	1
Agendas Prepared	6
Minutes Transcribed	9
Resolutions Drafted	0
Public Records Requests Processed	1
Water Bills Processed	674
Leak Adjustments	20
New Water Accounts Established	3
Purchase Orders	97
Professional Development Hours	0
Sunshine List Messages	10
Website Posts	13
Social Media Posts	0
Code Red Alerts	0
Workers Compensation Claims	0

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

0

#### Comments

N/A

#### **Staff Communications**

Work continues on Greybeard Trail. Gabion baskets are delivered to the storage yard, and will be delivered to the site as soon as there is enough room. Approximately 2/3 of the existing boulder wall has been removed. CDC is working with AT&T to get the utility pole in the center removed. They have already made their preliminary field visit and submitted a work order. Weather pending, they will start installing stream diversion barriers early January. After the diversion barriers are in place they'll start excavating/installing the bottom layer of gabion baskets. It is estimated this will be sometime between 1/8/2020 and 1/10/2020. After the pole is removed, rest of the existing boulders will be removed. Then the bottom layer of the gabion baskets will be installed. Once the bottom layer is in, they will start going vertical on the gabion basket wall.



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# ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the month of January , 2019

## **Monthly Statistics**

Building Permits Issued	5
Pending Building Permits	0
Building Inspections Performed	37
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** 



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# ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of January , 2019

## **Monthly Statistics**

Miles of Road Maintained	17.12
Miles of New Road Constructed	0
Public Trees Removed	2
Sand Applied to Roads (tons)	0
Ice Melt Applied to Roads (pounds)	0
Monthly Fuel Costs	400.94
Contracted Employee Staff Hours	111
Road Closures	2

#### Comments

Tree removal will be taking place in different parts of town rights-of way Please keep a watchful eye out for the crews working on the sides of the roads.

# **Staff Communications**

Packet Page 22



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# ADMINISTRATIVE REPORTS: POLICE DEPARTMENT

Police Department report for the month of January , 2019

## **Monthly Statistics**

Mileage	2	2,662
Dispatched Calls		59
Officer-Initiated Calls		456
Fire Assistance Calls		5
EMS Assistance Calls		0
Motorist/Other Assistance Calls		20
Traffic Stops		37
Parking Issues		18
Burglar Alarm Responses		2
Fire Alarm Responses		1
Residential/Building Checks		304
Ordinance Violations		2
Law Enforcement Agency Assistance Calls		23
Animal Control Calls		2
Larcenies		0
Breaking & Entering Calls		1
Suspicious Person Investigations		2
Suspicious Vehicle Investigations		6
Disturbance Calls		5
Accident Responses		0
Auxiliary Hours Worked (Regular)		32
Auxiliary Hours Worked (Addittional)		0
Truck Turns at Gate		3
MPD Fuel Cost	\$	-
Professional Development Hours		0
Town Service		495
MRA Service		110
College Service		19

## Comments

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With the Greybeard Trail detour in effect, we encourage everyone to exercise patience when utilizing this route. With luck, this inconvenience will be done with soon enough.



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# ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of January , 2019

#### **Monthly Statistics**

Calls for Service	34
Water Leaks Repaired	2
New Water Lines Installed	0
Water Meters Read	674
Water Meter Replacements	4
Gallons of Water Produced	3,887,890
Monthly Fuel Cost	\$ 444.06
Hours Pumped (11 wells combined)	1,933

# **Upcoming Events and Schedule Changes**

**Comments** 

We would like to take this time to ask people to winterize their houses if they plan on being gone this winter or bumping their heat up a little to keep their pipes from bursting from freezing.

We have begun construction for the New Public works building site . Compaction for the pad and footer prep has began on Feb 3 2020. We expect to be pouring con cret the week of the 10 if the weather will allow.

#### **Staff Communications**

Please leave the heat on and the windows shut if you leave your home for a period of time to avoid leaks.



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# ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of January , 2019

#### **Monthly Statistics**

Curbside Trash Collected (tons)	25.25
Pay-As-You-Throw Trash Bags Collected	35
Curbside Recycling Collected (tons)	6.52
Pay-As-You-Throw Recycling Bags Collected	28
Cardboard Recycling Collected (tons)	0.61
Unique Curbside Sanitation Stops	3,334
Bagged Leaf Pickup	89
Brush Pickup (cubic yards)	12 loads
Hauling Fees	\$1,837.33
Tipping Fees	\$2,192.12
Dumpster Rental Fees	\$203.92
Sanitation Fuel	\$211.83
Contracted Employee Staff Hours	127.5

# **Upcoming Events and Schedule Changes**

N/A

#### Comments

N/A

#### **Staff Communications**

0

As always, please remember to tie yout trash bags before setting them out for curbside pickup.



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# ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zonning Administration report for the month of January , 2019

## **Monthly Statistics**

Approved Zoning Permits	2
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** 

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0

# DECEMBER 2019 - MONTH 6 OF FISCAL YEAR 2019-2020

YTD

YTD

#### **REVENUES**

Fund	Fund #	Budget	Budget	Collected	Difference
GENERAL FUND	10	2,242,047.10	1,121,023.55	738,629.83	(382,393.72)
WATER FUND	30_	401,896.00	200,948.00	210,096.01	9,148.01
TOTAL REVENUES GENERAL & WATER F	UNDS	2,643,943.10	1,321,971.55	948,725.84	(373,245.71)
EXPENSES					
			YTD		
Dept Name	Fund #	Budget	Budget	YTD Exp	Difference
GOVERNING BODY	10	151,701.00	75,850.50	136,616.23	(60,765.73)
ADMINISTRATION	10	380,295.00	190,147.50	223,338.66	(33,191.16)
PUBLIC BUILDINGS	10	211,236.00	105,618.00	1,545.40	104,072.60
POLICE	10	460,410.00	230,205.00	240,932.81	(10,727.81)
BUILDING AND ZONING	10	124,660.00	62,330.00	32,831.00	29,499.00
PUBLIC WORKS	10	157,342.00	78,671.00	124,235.74	(45,564.74)
STREET	10	607,397.00	303,698.50	442,213.13	(138,514.63)
SANITATION	10	118,602.00	59,301.00	58,868.76	432.24
ENVIRON,CONS,REC	10	30,404.10	15,202.05	10,416.07	4,785.98
TOTAL EXPENSES GENERAL FU	ND _	2,242,047.10	1,121,023.55	1,270,997.80	(149,974.25)
			YTD		
Dept Name	Fund #	Budget	Budget	YTD Exp	Difference
WATER	30	401,896.00	200,948.00	96,923.10	104,024.90
TOTAL EXPENSES WATER FU	_	401,896.00	200,948.00	96,923.10	104,024.90
TOTAL EXPENSES WATER FO	ND	401,890.00	200,948.00	90,923.10	104,024.90
TOTAL EXPENSES GENERAL & WATER FL	JNDS _	\$2,643,943.10	\$1,321,971.55	\$1,367,920.90	(45,949.35)
	=				

GENERAL FUND INCOME/LOSS - YTD WATER FUND INCOME/LOSS - YTD NET INCOME - YTD 2019 (\$532,367.97) \$113,172.91 (\$419,195.06)

SPECIAL PROJECTS					
				Amount	
			This Month	Spent	%
Project	Fund #	Budget	Actual	To Date	Spent
TOWN HALL	13	1,990,701.00	86,853.00	964,774.13	48.46%
PUBLIC WORKS BLDG	14	300,000.00	3,075.00	106,096.59	35.37%
FEMA-GREYBEARD	15	218,232.00	0.00	37,346.35	17.11%
FEMA-TEXAS ROAD	16	50,000.00	0.00	38,071.55	76.14%
FEMA-PROVIDENCE TERR	17	21,000.00	0.00	15,683.00	74.68%
FEMA-CALVIN TRAIL	20	30,000.00	0.00	13,490.57	44.97%
FEMA-CULVERT PROJECT	21	39,800.00	0.00	39,274.83	98.68%
FEMA-DEBRIS PROJECTS	22	3,200.00	0.00	0.00	0.00%
FEMA-URBAN FORESTRY 2018	23	10,000.00	0.00	841.28	8.41%
FEMA-URBAN FORESTRY 2019	24	10,114.00	0.00	2,352.41	23.26%
FEMA-MISC	25	15,360.00	0.00	11,290.00	73.50%
LANDCARE	26	750.00	0.00	49.95	6.66%
TOTAL SPECIAL PROJECTS	N/A	\$ 2,689,157.00	\$ 89,928.00	\$ 1,229,270.66	45.71%

# TOWN OF MONTREAT FISCAL YEAR 2020 BUDGET AMENDMENT # 5

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2020.					
Department(s): STREETS					
Purpose: ADJU	JST THE BUDGET TO P	'AY FOR CONTE	RACTED SERVICE	:S	
Section 1. To amend the G	Seneral Fund as follow	<b>'S</b> :			
Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget	
CONTRACTED SERVICES	10-20-5600-450	5,000.00		7,923.00	
SALARY CONTINGENCY- GOVERNING BODY	10-00-4100-332		5,000.00	6,851.13	
Section 2. I certify that the revenue source(s) are avail arlese ar	accounting records pable:		budget amendm 1-27-2 Date		
Finance Offi	cer		Date	=	
Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.					
Adopted this day of,					
ecorded and filed:					
Budget Officer/Town A	Administrator		Date	, , , , , , , , , , , , , , , , , , ,	

Town Clerk

Date



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# TOWN OF MONTREAT BOARD OF COMMISSIONERS REQUEST FOR BOARD ACTION

Meeting Date: February 13, 2020

**SUBJECT:** Municipal Finance Software Update

## **AGENDA INFORMATION:**

Agenda Location: New Business

Item Number: B

Department: Administration
Contact: Alex Carmichael
Presenter: Alex Carmichael

#### **BRIEF SUMMARY:**

The Town of Montreat issued a Request for Proposal (RFP) for a Municipal Finance Software Update and received two responsive bids. Both bids significantly exceeded budgeted funds for the project.

#### **RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Motion to defer consideration of the award of the RFP for Municipal Finance Software Update for further analysis of options.

#### **FUNDING SOURCE:**

N/A

#### **ATTACHMENTS:**

Municipal Finance Software RFP

## STAFF COMMENTS AND RECOMMENDATIONS:

In December 2019 the Town published a request for proposals for municipal finance software. The Commission identified the software update as a need through the Capital Improvement Plan and allocated a total of \$31,000 (\$25,000 in the General Fund and \$6,000 in the Water Fund) to replace the Town's aging system.

The Town received five bids in response to the RFP. Three bids were non-responsive, meaning that they did not include critical features or abilities identified in the RFP. All of the bids' total quotes came in over budget. The bids were subdivided between one-time costs and

subscription fees. Of the two responsive bids the lowest total price had a one-time cost of \$68,250 and \$23,433 in annual subscription fees. This was both the lowest total cost and the lowest subscription fee.

Staff recommends deferring consideration of the award of the RFP for Municipal Finance Software Update for further analysis of options.

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (VACANT LOT/LAND)

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Agreement") is entered into as Seller(s) ("Seller") of described below (the "Property"), and Team Browne - Keller Williams Professionals as I ("Firm"). The individual agent who signs this Agreement on behalf of the Firm shall, on behalf of the Firm, be primarily for ensuring that the Firm's duties hereunder are fulfilled; however, it is understood and agreed that other agents of the lassigned to fulfill such duties if deemed appropriate by the Firm. For purposes of this Agreement, the term "Firm," as the require, shall be deemed to include the individual agent who signs this Agreement and any other agents of the Firm.	the property Listing Firm responsible Firm may be
NOTE: If the Property was most recently owned by a person who is now deceased, the tax listing or last recorded Property may not accurately identify the party(ies) who should be named as Seller. In such a case, the deceased own applicable North Carolina law if the deceased owner died without a will, will determine the correct party(ies) to sign this Advice from an NC attorney should be obtained concerning the proper party(ies) prior to completing this Agreement.	ner's will, or
If the owner of the Property is a corporation, limited liability company, trust or other legal entity, the entity should be nar and a duly authorized officer, manager, trustee or other legal representative of the entity should sign this Agreement or behalf.	
A non-owner spouse should be named as Seller because he or she will be required in most cases to sign the deed to re marital rights in the Property. If a married owner has signed and recorded a pre-nuptial agreement, post-nuptial agreement trader agreement, consult an NC attorney to determine whether the non-owner spouse will be required to sign the deed.	
Seller represents that as of the Effective Date the Seller is not (or will not be, if the Property is currently listed) a listing agreement with any other real estate firm regarding the Property. Seller also represents that Seller has reconfident "WORKING WITH REAL ESTATE AGENTS" brochure and has reviewed it with Firm.  1. TERM OF AGREEMENT.	
(a) <b>Term:</b> The term of this Agreement ("Term") shall begin on its Effective Date and shall end at midnight on it	s Expiration
Date.	
(b) Effective Date. This Agreement shall become effective and the Seller and Firm's respective rights and obligation Agreement shall commence ("Effective Date") as follows (check appropriate box):  The Effective Date shall be the date that this Agreement has been signed by both Seller and Firm  The Property is currently listed for sale exclusively with another real estate firm. Seller represents that the configuration of the current listing agreement. (NOTE: According to Article 16 of the REALTORS® Code of Ethics: "Askall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage agreements that other REALTORS® have with clients.")  (c) Expiration Date. This Agreement shall terminate at midnight on 12 months after listing date. ("Expiration Date")	arrent listing diately upon REALTORS®
	•
2. <b>PROPERTY.</b> The Property that is the subject of this Agreement shall include all that real estate described below toge appurtenances thereto.  Street Address: 365 Arkansas Trail	ther with all
City: Montreat Zip_28757	
County: Buncombe , North Carolina	
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address s  Description: (Complete ALL applicable)  Plat Reference: Lot/Unit_1, Block/Section, Subdivision/Condominium, as shown on Plat Book/Slide_186 at Page(s)_161  The PIN/PID or other identification number of the Property is: 0720-16-4202-00000  Other description: APPROX. 0.38 Acres at 0720-16-4202-00000  Some or all of the Property may be described in Deed Book_5159 at Page_190	hown. Legal
3. <b>LISTING PRICE</b> . Seller lists the Property at a price of \$_125,000.00 on the follow   ☐ Cash ☐ FHA ☐ VA ☐ USDA ☐ Conventional ☐ Loan Assumption ☐ Seller Financing ☐ Other   Seller agrees to sell the Property for the Listing Price or for any other price or on any other terms acceptable to Seller.	ving terms:







1	FIRM	Z'IN	CON	APENSA	TION
4.		v		V	

OR	price of the Prope	gross sales price	the gr	of tl	% o	9			f 9	a total fee o	to pay Firm	rees to	er agr	Selle	) Fee.	(
																OR_

which shall include the amount of any compensation paid by Firm as set forth in paragraph 5 below to any other real estate firm, including individual agents and sole proprietors ("Cooperating Real Estate Firm").

- (b) **Fee Earned**. The Fee shall be deemed earned under any of the following circumstances:
- (i) If a ready, willing and able buyer is procured by Firm, a Cooperating Real Estate Firm, the Seller, or anyone else during the Term of this Agreement at the price and on the terms set forth herein, or at any price and upon any terms acceptable to the Seller;
- (ii) If the Property is sold, optioned, exchanged, conveyed or transferred, or the Seller agrees, during the Term of this Agreement or any renewal hereof, to sell, option, exchange, convey or transfer the Property at any price and upon any terms whatsoever; or
- (iii) If the circumstances set out in (i) or (ii) above have not occurred, and if, within 90 \_\_\_\_\_\_ days after the Expiration Date (the "Protection Period"), Seller either directly or indirectly sells, options, exchanges, conveys or transfers, or agrees to sell, option, exchange, convey or transfer the Property upon any terms whatsoever, to any person with whom Seller, Firm, or any Cooperating Real Estate Firm communicated regarding the Property during the Term of this Agreement or any renewal hereof, provided the names of such persons are delivered or postmarked to the Seller within 15 days after the Expiration Date. HOWEVER, Seller shall NOT be obligated to pay the Fee if a valid listing agreement is entered into between Seller and another real estate broker and the Property is subsequently sold, optioned, exchanged, conveyed or transferred during the Protection Period.
  - (c) Fee Due and Payable. Once earned as set forth above, the Fee will be due and payable at the earlier of:
    - (i) Distribution of proceeds from sale of the Property by the closing attorney;
- (ii) The Seller's failure to sell the Property (including but not limited to the Seller's refusal to sign an offer to purchase the Property at the price and terms stated herein or on other terms acceptable to the Seller, the Seller's default on an executed sales contract for the Property, or the Seller's agreement with a buyer to unreasonably modify or cancel an executed sales contract for the Property); or
  - (iii) Seller's breach of this Agreement.
- (d) **Transfer of Interest in Business Entity.** If Seller is a partnership, corporation or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer, the Fee shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Seller at the time of the transfer.
- (e) **Additional Compensation.** If additional compensation, incentive, bonus, rebate and/or other valuable consideration ("Additional Compensation") is offered to the Firm from any other party or person in connection with a sale of the Property, Seller will permit Firm to receive it in addition to the Fee. Firm shall timely disclose the promise or expectation of receiving any such Additional Compensation and confirm the disclosure in writing before Seller makes or accepts an offer to sell. (**NOTE**: NCAR Form #770 may be used to confirm the disclosure of any such Additional Compensation)
- (f) **Attorney Fees and Costs.** If Firm is the prevailing party in any legal proceeding brought by Firm against Seller to recover any or all of the Fee, Firm shall be entitled to recover from Seller reasonable attorney fees and court costs incurred by Firm in connection with the proceeding.

5. COOPERATION WITH/COMPENSATION TO OTHER FIRMS. Firm has advised Seller of Firm's co	ompany policies
regarding cooperation and the amount(s) of any compensation that will be offered to other brokers, including but not	limited to, seller
subagents, buyer agents or both, brokers who do or do not participate in a listing service and brokers who are or are no	t REALTORS®
Seller authorizes Firm to (Check ALL applicable authorizations):	
C	0/ . C .1

	Cooperate with subagents representing the S	seller and offer them the following compensation:	% of the gross
	sales price or \$ and/or,		_
$\checkmark$	Cooperate with buyer agents representing the	buyer and offer them the following compensation: 5	_% of the gross
	sales price or \$ and/or,		
	Cooperate with and compensate other Cooper	rating Real Estate Firms according to the Firm's attached policy.	

Firm will promptly notify Seller if compensation offered to a Cooperating Real Estate Firm is different from that set forth above. Agents with Cooperating Real Estate Firms must orally disclose the nature of their relationship with a buyer (subagent or buyer agent) to Firm at the time of initial contact with Firm, and confirm that relationship in writing no later than the time an offer to purchase is submitted for the Seller's consideration. Seller should be careful about disclosing confidential information because agents representing buyers must disclose all relevant information to their clients.

6. **FIRM'S DUTIES**. Firm agrees to provide Seller the benefit of Firm's knowledge, experience and advice in the marketing and sale of the Property. Seller understands that Firm makes no representation or guarantee as to the sale of the Property, but Firm agrees to use its best efforts in good faith to find a buyer who is ready, willing and able to purchase the property. In accordance with the REALTORS® Code of Ethics, Firm shall, with Seller's approval, in response to inquiries from buyers or Cooperating Real Estate

Firms, disclose the existence of offers on the Property. Where Seller authorizes disclosure, Firm shall also disclose whether offers were obtained by the individual agent who signs this Agreement, another agent of the Firm, or by a Cooperating Real Estate Firm. Seller acknowledges that real estate brokers are prohibited by N.C. Real Estate Commission rule from disclosing the price or other material terms contained in a party's offer to purchase, sell, lease, rent or option real property to a competing party without the express authority of the party making the offer.

Seller acknowledges that Firm is required by law to disclose to potential purchasers of the Property all material facts pertaining to the Property about which the Firm knows or reasonably should know, and that REALTORS® have an ethical responsibility to treat all parties to the transaction honestly. Seller further acknowledges that Firm is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Seller, including but not limited to an attorney, insurance agent, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, or contractor. Although Firm may provide Seller the names of providers who claim to perform such services, Seller understands that Firm cannot guarantee the quality of service or level of expertise of any such provider. Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Seller also agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Seller's selection and use of any such provider or Seller's election not to have one or more of such services performed.

Seller acknowledges that the rules of any listing service of which Firm is a member or in which any of Firm's agents participate may obligate Firm to provide a copy of this Agreement to any such listing service at its request, and Seller consents to Firm providing a copy of this Agreement in the event of any such request.

THE AGENT (FIRM) SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY TO THIS AGREEMENT.

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7.	VI A	KKE	TING

(a) Commencement of Marketing. The Firm is authorized to commence marketing the Property as describe	d in subparagraph
(b) below on the Effective Date OR, if selected <b>☑</b> on (insert date only if applicable)	("Delayed
Marketing Date").	

NOTE: If a Delayed Marketing Date is selected, Seller understands and acknowledges the following:

- THE PROPERTY MAY NOT BE SHOWN BY ANY REAL ESTATE AGENT, INCLUDING FIRM'S AGENTS, PRIOR TO THE DELAYED MARKETING DATE.
- FIRM IS OBLIGATED TO PRESENT TO SELLER ANY OFFERS ON THE PROPERTY THAT MAY BE SUBMITTED TO FIRM PRIOR TO THE DELAYED MARKETING DATE.
- IT IS IN THE BEST INTEREST OF MOST SELLERS TO GET THE HIGHEST POSSIBLE PRICE ON THE BEST TERMS FOR THEIR PROPERTY, AND MAXIMIZING EXPOSURE OF THEIR PROPERTY ADVANCES THAT INTEREST. ACCEPTING AN OFFER ON THE PROPERTY BEFORE IT IS FULLY EXPOSED TO THE WIDEST GROUP OF POTENTIAL BUYERS MAY DENY SELLER THE BEST OPPORTUNITY TO ATTRACT OFFERS AT THE HIGHEST PRICE AND BEST TERMS.

#### (b) Marketing Authorization.

- Signs. To place "For Sale," "Under Contract," "Sale Pending," or other similar signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- ☑ On-Site Marketing. To conduct on-site marketing of the Property at such times as Seller and Firm may subsequently agree.
- Listing Service. To submit pertinent information concerning the Property to any listing service of which Firm is a member or in which any of Firm's agents participate and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Seller. Seller authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service of the pending sale and the expiration date of any due diligence period, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service, appraisers and real estate brokers.
- ✓ Lock/Key Boxes. The Seller ✓ does ☐ does not authorize Firm to place lock/key boxes on the Property.
- Advertising Other Than On The Internet. To advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Firm may decide.
- ☑ Internet Advertising. To display information about the Property on the Internet either directly or through a program of any listing service of which the Firm is a member or in which any of Firm's agents participate. Seller further authorizes other firms



who belong to any listing service of which the Firm is a member or in which any of Firm's agents participate to display information about the Property on the Internet in accordance with the listing service rules and regulations, and also authorizes any listing service of which the Firm is a member or in which any of Firm's agents participate to use, license or sell to others information about the Property entered into the listing service. Seller specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If seller desires to limit or prohibit Internet advertising as set forth above, seller must complete an opt-out form in accordance with listing service rules.

**NOTE:** NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.

- (c) "Coming Soon" Advertising.  $\square$  (Check only if applicable). If applicable, Firm is authorized to market the Property as "Coming Soon," commencing on the Effective Date, in any media Firm may in its discretion select, provided that any "Coming Soon" advertising shall be conducted in accordance with any restrictions and requirements of any listing service in which the Property will be included, a copy of which  $\square$  are  $\square$  are not attached to this Agreement.
- (d) **Seller Acknowledgement**. Seller acknowledges and understands that while the marketing services selected above will facilitate the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the Property that are not within the reasonable control of the Firm, including but not limited to:
  - (i) unauthorized use of a lock/key box,
  - (ii) control of visitors during or after a showing or an open house, including the taking and use of photographs and videos of the Property
  - (iii) inappropriate use of information about the Property placed on the Internet or furnished to any listing service in which the Firm participates, and
  - (iv) information about the Property placed on the Internet by or through any listing service in which the Firm participates which is inaccurate or dated, or information about the Property which may remain on the Internet following the Expiration Date, including but not limited to photographs.

Seller acknowledges and understands that neither Firm nor its agents have control over information about the Property that has been placed on the Internet in connection with the marketing of the Property for sale, whether by or through a listing service or otherwise, including but not limited to photographs, and that any such information will not be removed.

Seller therefore agrees to release and discharge Firm and Firm's agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by Firm's negligence arising directly or indirectly out of any such marketing services.

WARNING: IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION. If there is a video/audio/surveillance device(s) on the Property, Seller is advised: (i) that no audio surveillance device may be turned on during any showings, open houses, investigations, examinations or inspections of the Property; and (ii) that the placement of any video surveillance device should not violate a visitor's reasonable expectation of privacy.

8. **EARNEST MONEY.** Unless otherwise provided in the sales contract, any initial and additional earnest money deposits and any other earnest monies paid in connection with any transaction shall be held by the Firm, in escrow, until the consummation or termination of the transaction. Any earnest money forfeited by reason of the buyer's default under a sales contract shall be divided equally between the Firm and Seller. In no event shall the sum paid to the Firm because of a buyer's default be in excess of the fee that would have been due if the sale had closed as contemplated in the sales contract. In accordance with NC General Statutes Section 93A-12, if a dispute regarding the return or forfeiture of any earnest money deposit arises between Seller and the buyer, the escrow agent holding the deposit may deposit the disputed monies with the appropriate Clerk of Court following written notice to the parties. In the event of any such dispute, Seller directs Firm to disclose Seller's last known mailing address to the escrow agent upon request to enable the escrow agent to comply with the notice requirement of such law.

#### 9. SELLER REPRESENTATIONS.

- (a) **Flood Hazard Disclosure/Insurance**. To the best of Seller's knowledge, the Property ☐ is ☑ is not located partly or entirely within a designated Special Flood Hazard Area.
- (b) **Owners' Association**. To the best of Seller's knowledge there ☐ is ☑ is not an owners' association which imposes various mandatory covenants, conditions and restrictions upon the Property. If there is an owners' association, Seller agrees to promptly complete an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) at Seller's expense and to attach it as an addendum to any contract for the sale of the Property.



Seller authorizes and directs any owners' association or any management company of the owners' association to release to Firm true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

	• architectural guidennes
(c)	Ownership. Seller represents that Seller:
	☑ has owned the Property for at least one year;
	has owned the Property for less than one year
	I does not yet own the Property

If Seller does not yet own the Property, Seller agrees to promptly provide Firm information pertaining to Seller's acquisition of the Property, such as a copy of a sales contract or option for the Property, and to keep Firm timely informed of all developments pertaining to Seller's acquisition of the Property.

(d)	Receipt	of S	Sample	<b>Forms</b>
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Lender Address:

☑ Seller acknowledges receipt of a sample copy of an Offer to Purchase and Contract—New Construction (form #800-7	T) or
Offer to Purchase and Contract—Vacant Lot/Land (form 12-T) as may be appropriate for review purposes.	

Seller acknowledges receipt of a sample copy of a Professional Services Disclosure and Election form (form #760) for review purposes.

- (e) Access. Seller represents that the Property has legal access to a public right of way. If access is by private road/easement/other, Seller further represents that there  $\square$  is  $\square$  is not an agreement regarding the maintenance of such private road/easement/other means of access. If applicable, Seller agrees to promptly provide Firm information pertaining to any such agreement.
  - (f) **Current Liens**. Seller represents to the best of Seller's knowledge:

(1)	The	Property $\square$ is $\square$ is not encumbered	by a deed of trust or mortgage. Complete any of the following where applicable
	(i)	There is a first deed of trust or mo	tgage on the Property securing a loan held by:
		Lender Name:	
		Approximate balance: \$	Lender Phone#:
		Lender Address:	
	(ii)	There is a second deed of trust or	nortgage on the Property securing a loan held by:
		Lender Name:	
		Approximate balance: \$	Lender Phone#
		Lender Address:	
	(iii)	There is a deed of trust or mortga	e on the Property securing an equity line of credit held by:
		Lender Name:	
		Approximate balance: \$	Lender Phone#:

- (2) Seller is current on all payments for the loans identified in numbered items (i), (ii) and (iii) above except as specified in (7) below.
- (3) Seller is not in default on any loan identified in numbered items (i), (ii) and (iii) above and has not received any notice(s) from the holder of any loan identified in numbered items (i), (ii) and (iii) above or from any other lien holder of any kind, regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure except as specified in (7) below.
- (4) There are not any liens secured against the Property for Federal, State or local income taxes, unpaid real property taxes, unpaid condominium or homeowners' association fees, mechanics', laborers' or material men's liens, or other liens affecting the Property, and Seller has no knowledge of any matter that might result in a lien affecting the Property except as specified in (7) below.
- (5) There are not any judgments against Seller affecting the Property, and Seller has no knowledge of any matter that might result in a judgment that may potentially affect the Property except as specified in (7) below.
- (6) There are not any Uniform Commercial Code (UCC) fixture filings affecting the Property, and Seller has no knowledge of any matter that might result in a UCC fixture filing affecting the Property except as specified in (7) below.

(7) Specify any information, including approximate balances, required by Seller representations (2) through (6) above
NOTE: Outstanding liens may affect Seller's net proceeds: N/A
-
-
(g) Bankruptcy. Seller currently:
(1) ☐ is ☑ is not under bankruptcy protection under United States law.
(2) ☐ is ☑ is not contemplating seeking bankruptcy protection during the term of this Agreement.
(h) Lease(s). To the best of Seller's knowledge, the Property □ is ☑ is not subject to any lease(s). If applicable, Seller agrees
to promptly provide Firm a copy of any such lease(s) or a written statement of the terms of any oral lease(s).
(i) Special Assessments. To the best of Seller's knowledge, there are no Proposed or Confirmed Special Assessments (as
defined in the sample contract form provided to Seller) regarding the Property except as follows (Insert "none" or the
identification of such assessments, if any): None.
(j) Manufactured (Mobile) Home. Complete ONLY if there is a manufactured (mobile) home(s) on the Property that Selle
intends to include as a part of the sale of the Property: VIN(s):
or VIN(s) unknown. Other description (year, model, etc.):
of $\square$ virv(s) difficionit. Other description (year, model, etc.).

If, during the term of this Agreement, Seller becomes aware that any of the representations set forth in this paragraph 9 are incorrect or no longer accurate, Seller shall promptly notify Firm and cooperate with Firm in taking appropriate corrective action.

- 10. **SELLER'S DUTIES**. Seller agrees to cooperate with Firm in the marketing and sale of the Property, including but not limited to:
- (a) providing to Firm, in a timely manner, accurate information about the Property of which Seller may be aware, including but not limited to presence of or access to any water supply, sewer and/or septic system; problems with drainage, grading or soil stability; environmental hazards; commercial or industrial nuisances (noise, odor, smoke, etc.); utility or other easements, shared driveways, or encroachments from or on adjacent property; lawsuits, foreclosures, bankruptcy, tenancies, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notice from any governmental agency; flood hazard; cemetery/grave sites; or abandoned well;
- (b) making the Property available for showing (including working, existing utilities) at reasonable times and upon reasonable notice;
- (c) providing Firm as soon as reasonably possible after the execution of this Agreement copies of the following documents (where relevant) in the possession of Seller:
  - (1) restrictive covenants affecting the Property;
- (2) bylaws, articles of incorporation, rules and regulations, and other governing documents of the owners' association and/or the subdivision;
- (3) title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Firm, (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Firm, and (3) the owners' association manager (or other authorized representative) to release and disclose copies of all documents referenced in subparagraphs (c)(1) and (c)(2) above. Seller acknowledges and understands that Firm is under no obligation to acquire any of the information referenced in this subparagraph (c) or to verify the accuracy of any such information that may be provided to Firm.

- (d) immediately referring to Firm all inquiries or offers it may receive regarding the Property; showing the Property only by appointment made by or through Firm; and conducting all negotiations through Firm.
- (e) executing and delivering at Settlement a GENERAL WARRANTY DEED conveying fee simple marketable title to the Property, including legal access to a public right of way, free of all encumbrances except ad valorem taxes for the current year, utility easements, rights-of-way, and unviolated restrictive covenants, if any, and those encumbrances that the buyer agrees to assume in the sales contract.

Seller represents that the Seller has the right to convey the Property, and that there are currently no circumstances that would prohibit the Seller from conveying fee simple marketable title as set forth in the preceding sentence, except as follows (insert N/A if not applicable): N/A

**NOTE**: If any sale of the Property may be a "short sale," consideration should be given to attaching NCAR form 104 as an addendum to this Agreement.

- (f) providing Firm, in a timely manner, any information necessary (including any information omitted under Paragraph 9) to enable Firm to prepare an estimate of Seller's net proceeds at settlement. Seller acknowledges and understands that any such estimate is an approximation only and that Seller should verify the accuracy of the calculations.
- (g) if required by N.C.G.S. §44A-11.1, timely designating a Lien Agent, and providing Firm as soon as reasonably possible a copy of the appointment of Lien Agent.
- 11. PHOTOGRAPHS AND OTHER MATERIALS: PHOTOGRAPHS AND OTHER MATERIALS: Firm is specifically authorized to use, for any purposes whatsoever, any and all photographs, drawings, video, advertising copy or other information obtained by or provided to Firm pursuant to this Agreement (including but not limited to any information concerning the price and terms of the sale of the Property, the description of the Property and the length of time the Property is on the market) ("Materials"), both before and after the sale or, in the event there is not a sale, after this Agreement has expired. Seller shall not have or acquire any rights to use any of the Materials created by, on behalf of, or at the direction of Firm or an agent of Firm either during or after the Term of this Agreement without Firm's written consent. If Seller provides any Materials to Firm ("Seller Materials"), Seller represents that Seller owns the Seller Materials or otherwise has the legal right to provide the Seller Materials to Firm, and Seller grants to Firm and any listing service in which Firm or its agents participate a non-exclusive, perpetual license to use the Seller Materials, including the rights to display, reproduce, distribute or make derivative works from the Seller Materials. Seller agrees to indemnify and hold Firm and its agents harmless for any and all claims resulting from use of the Seller Materials under the terms of this license.
- 12. **ADDITIONAL TERMS AND CONDITIONS**. The following additional terms and conditions shall also be a part of this Agreement: It is agreed by the parties that if this listing agreement is terminated by the seller for any reason within 180 days of signing, the seller agrees to reimburse the listing agent in the amount of \$100 to cover the cost of photography, websites and other marketing expenses.
- 13. **DUAL AGENCY.** Seller understands that the potential for dual agency will arise if a buyer who has an agency relationship with Firm becomes interested in viewing the Property. Firm may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom Firm acts.
- (a) **Disclosure of Information**. In the event Firm serves as a dual agent, Seller agrees that without permission from the party about whom the information pertains, Firm shall not disclose to the other party the following information:
  - (1) that a party may agree to a price, terms, or any conditions of sale other than those offered;
  - (2) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
- (3) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule
- (b) **Firm's Role as Dual Agent**. If Firm serves as agent for both Seller and a buyer in a transaction involving the Property, Firm shall make every reasonable effort to represent Seller and buyer in a balanced and fair manner. Firm shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and buyer. Seller understands and acknowledges that:
  - (1) Prior to the time dual agency occurs, Firm will act as Seller's exclusive agent;
- (2) In its separate representation of Seller and buyer, Firm may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Firm;
- (3) Firm is required by law to disclose to Seller and buyer any known or reasonably ascertainable material facts. Seller agrees Firm shall not be liable to Seller for (i) disclosing material facts required by law to be disclosed, and (ii) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.
  - (c) Seller's Role. Should Firm become a dual agent, Seller understands and acknowledges that:
- (1) Seller has the responsibility of making Seller's own decisions as to what terms are to be included in any purchase and sale agreement with a buyer client of Firm;
  - (2) Seller is fully aware of and understands the implications and consequences of Firm's dual agency role as expressed herein to provide balanced and fair representation of Seller and buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative; Seller has determined that the benefits of dual agency outweigh any disadvantages or adverse consequences;
- (3) Seller may seek independent legal counsel to assist Seller with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Should Firm become a dual agent, Seller waives all claims, damages, losses, expenses or liabilities, other than for violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Firm's role as a dual agent. Seller shall have a duty to protect Seller's own interests and should read any purchase and sale agreement carefully to ensure that it accurately sets forth the terms which Seller wants included in said agreement.

	(d) Authorization (initial only ONE).
	Seller authorizes the Firm to act as a dual agent, representing both the Seller and the buyer, subject to the terms and
	conditions set forth in Paragraph 13.
	Seller desires exclusive representation at all times during this agreement and does NOT authorize Firm to act in the
	capacity of dual agent. If Seller does not authorize Firm to act as a dual agent, the remainder of this paragraph shall
	not apply.
	(e) Designated Agent Option (Initial only if applicable).
	Seller hereby authorizes the Firm to designate an individual agent(s) to represent the Seller. The individual
	designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.
ſ	NOTE: When duel agency origins on individual agent shall not practice designated agency and shall remain a duel agent if the

**NOTE**: When dual agency arises, an individual agent shall not practice designated agency and shall remain a dual agent if the individual agent has actually received confidential information concerning a buyer client of the Firm in connection with the transaction or if designated agency is otherwise prohibited by law.

14. **MEDIATION.** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

#### 15. WIRE FRAUD WARNING.

IF SELLER'S PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT SELLER PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF SELLER IS UNABLE TO ATTEND CLOSING, SELLER MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR SELLER BY THE CLOSING ATTORNEY. AT A MINIMUM, SELLER SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO SELLER INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

SELLER SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT SELLER'S CONTACT IS LEGITIMATE, SELLER SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, SELLER'S REAL ESTATE AGENT OR ANYONE ELSE.

Seller acknowledges and understands that there are risks associated with wire transfers that are not within the reasonable control of Firm, and Seller hereby agrees to release and discharge Firm and Firm's agents from any and all claims, demands, rights and causes of action of whatsoever kind and nature not caused by gross negligence of Firm or Firm's agents arising directly or indirectly out of any wire transfer Seller sends or receives/was to receive in connection with any real estate transaction in which Firm represents Seller.

16. ENTIRE AGREEMENT/CHANGES/TERMINATION. This Agreement constitutes the entire agreement between Seller and Firm and there are no representations, inducements, or other provisions other than those expressed herein. This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument. All changes, additions, or deletions to this Agreement must be in writing and signed by both Seller and Firm. Seller acknowledges and understands that this Agreement constitutes a binding contract between Seller and Firm. Although Seller may at any time withdraw from the fiduciary relationship existing between Seller and Firm, the contract created by this Agreement may not be terminated by Seller or Firm prior to its Expiration Date without legally sufficient cause. Any such termination shall be by mutually-acceptable written agreement signed by both Seller and Firm.

Seller and Firm each acknowledge receipt of a signed copy of this Agreement.

## NORTH CAROLINA ASSOCIATION OF REALTORS $^{\otimes}$ , INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Seller:				
Print Name		Signa	nture	Date
Contact Information:				
Contact Information: Home	Work	Cell	Email	
Mailing Address:				
Seller:				
Print Name		Signa	ture	Date
Contact Information:				
Contact Information: Home	Work	Cell	Email	
N. W				
Mailing Address:				
Entity Collow m				
Entity Seller: Town of Montreat (Name of LLC/Corpo	ration/Partnership/Trus	st/etc.)		
· · · · · · · · · · · · · · · · · · ·				
By:			Date:	
Name:			Title:	
	Print Name			
Contact Information: Home				
Home	Work	Cell	Email	
Mailing Address:				
Firm: Team Browne - Keller Williams Profe	ssionals	<u>C10634</u>	Firm Phone: 828-210-1584	<u> </u>
Print Real Estate Firm Name		Firm License Number		
Office Address: 86 Asheland Ave. Ashevill	e. NC 28801			
		1		
By: Scott Browne	dotloop verified 02/04/20 3:57 PM EST BGBP-M07Q-J4MD-QMGS	146747	1	Data
Individual Agent Sign	ature	Individual License Nu	imber	Date
Agent Phone: 828-230-6580	Fax: <u>828-254-8351</u>	Email: sbrowne@	9kw.com	



### TOWN OF MONTREAT

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

# TOWN OF MONTREAT BOARD OF COMMISSIONERS REQUEST FOR BOARD ACTION

Meeting Date: February 13, 2020

**SUBJECT:** Copier Lease Contract and Service Agreement

#### **AGENDA INFORMATION:**

Agenda Location: New Business

Item Number: D

Department: Administration
Contact: Alex Carmichael
Presenter: Alex Carmichael

#### **BRIEF SUMMARY:**

Contract to replace the Town's aging copier/scanner/fax machine

#### **RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Move to approve/deny Service Agreement, contract #20-02-002

#### **FUNDING SOURCE:**

10-00-4200-320 Office Expense

#### **ATTACHMENTS:**

Image Solutions HP E87640z bid Service Agreement, Contract #20-02-002

#### STAFF COMMENTS AND RECOMMENDATIONS:

The Xerox Work Center 7855 printer/copier/scanner/fax machine used by the Town offices was purchased in June of 2015. The average life span for commercial multifunctional printers is three to five years. The Montreat multifunctional printer is experiencing slower production and outages as it ages. The particular model is no longer available and replacement part orders are taking longer to fill. One outage lasted four days, delaying critical Town functions.

The Town solicited multiple replacement bids for purchase or lease on 36, 48, and 60-month periods. The lowest bid came in the form of a 60-month lease from Image Solutions, a local company. Image Solutions came in at a lower price than the state contract and will only exceed the Town's current monthly maintenance costs by approximately \$19.

#### **AGREEMENT**



Image Solutions	AGREEMENT NO.:
CUSTOMER ("You" or "Your")	
FULL LEGAL NAME: Town of Montreat	
ADDRESS: 1210 Montreat Rd Montreat, NC 28757	
EQUIPMENT AND PAYMENT TERMS	
TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORI	S SEE ATTACHED SCHEDULE
1 HP A3 HP E87640z	
EQUIPMENT LOCATION: As Stated Above	(*PLUS TAX)
TERM IN MONTHS: 60 MONTHLY PAYMENT AMOU	N I*:\$228.51
SECURITY DEPOSIT: ADDITIONAL TERMS AND CONDITIONS	
AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("E and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("A each period by the due date. This Agreement is binding upon our acceptance hereof and will begin in the Equipment is delivered to you or any later date we designate. If we designate a later commence you agree to pay us an additional amount equal to the periodic payments due under this Agreeme for the period between the date the Equipment is delivered to you and the commencement date charge you a one-time origination fee of \$150.00. If any amount payable to us is past due, you will charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00 highest lawful charge, if less. Any security deposit will be returned upon full performance.  NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEME YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DI.  THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.  EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purpose not modify or move it from its initial location without our consent. If we have entered into a separate at with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this, may include amounts owed under that arrangement, which amounts may be invoiced as one payme convenience.  SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include an referenced above or installed on the Equipment. We do not own the software and cannot transfer a in it to you. We are not responsible for protecting and removing any confidential data/images steapulpment prior to its return for any reason.  LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDE WARRANTIES of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE. YO ANY/ALL THAT WE HAVE	incement" to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee, and on the date and and the date and the reafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as pay a late we deem reasonable to protect our interests. If we secure insurance on the Equipment will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.  TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and angement term with a finance charge. In the event this transaction is deemed to be a lease intended for security, you hereby grant to us a first priority security interest in the Equipment.  END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you may alway a suitable for use by another without need of repair, you will reimburse us for all repair costs.  CLUDING  J CHOSE  J CHOS
In no event will we be liable for any consequential or indirect damages.	national signature in the state of the state
OWNER ("WE", "US", "OUR")	CUSTOMER'S AUTHORIZED SIGNATURE
Image Solutions LLC	THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM.
12 National Ave Fletcher, NC 28732-8655	CUSTOMER: (As Stated Above)
SIGNATURE: DATE:	SIGNATURE: X DATE:
PRINT NAME & TITLE:	PRINT NAME & TITLE:
consents to any extensions or modifications granted to the Customer. In the event of default assignee to proceed against Customer or any other party or exercise any rights in the Equipi venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, trial and transfer of venue, and authorizes obtaining credit reports.	ons under the above Agreement. The undersigned also waives any notification if the Customer is in default and the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our nent. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waives a jury
SIGNATURE: X INI	DATE:

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. SIGNATURE: **X**NAME AND TITLE:

DATE:

### **Pre-Audit Certificate**

The undersigned, Finance Officer, of Montreat, Town of , has reviewed agreement no. 1543249 ("Agreement") and hereby certifies that the Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act or the School Budget and Fiscal Control Act, whichever is applicable.

FINANCE OFFICER
Ву: <b>X</b>
Print Name:
Date:

#### **GOVERNMENTAL ENTITIES ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Montreat, Town of ("Governmental Entity", "you", "you"), which agreement is identified in our records as agreement number 1543249 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

#### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed: (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE							
I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER							
AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE	REPRESENTATIONS SET F	FORTH ABOVE IN THE PARAGRAPH TITLED	"APPLICABLE TO				
GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN AL	L MATERIAL RESPECTS.						
SIGNATURE: X	NAME & TITLE:	DAT	ΓE:				
OUR SIGNATURE							
GreatAmerica Financial Services Corporation							
<u> </u>	SIGNATURE	PRINT NAME & TITLE	DATE				



## Image Fleet

	7010000				P	atınum Serv	ice Agreement
Business Name:	Town of Montrea	t					
Contact Name:	Alex Carmichael						
Address:	1210 Montreat Rd						
City:	Montreat		State:	NC	Zip:	28757	
Phone	(828) 669-8002		Fax:	(828) -			
e-mail:	acarmichael@tow	nofmontreat.org					
Equipment Location If Different From Above:							
UNLIMITED SUI	PPORT CALL	S SERVIC	CE COVE	RAGE	PAR	TS REPLA	CEMENT
Image Solutions will pras reasonably requested additional charge for la performed during nor (8:00 a.m. to 5:00 p.m. Mincluding holidays. I outside of normal busing supplied by special accurrent emergency serequests can be placed or phone.	by the customer at bor. Service is to mal working ho Monday – Friday), a f service is requires ness hours, it can arrangement at ervice rate. Serv	receipt of a signer force for the spans absence of proprenewed automate The customer agarate at the begin lineage Solution	ed contract. It becified perion per written in cically for a on- grees to pay the ning of each s reserves ce & supplies	will remain in d, and in the otice, will be e-year period. e then current in new period. the right to	normal rep does not abuse, accid damage dud damage to t or repairs r	placement par include paper lent, theft, act to power su the machine du not provided la authorized	itional charge for its. This agreement it trays, accessories, is of God or nature, arge or lightning, or the to use of supplies by Image Solutions Image Solutions
		Equip	ment Sched	lule			
Equipmen			escription		Q	uantity	Asset ID
HP E8764	Oz	HI	HP E87640z			1	
Initial Term: 60 M	Months	Minimum Monthly B	illing: \$228	51 nlus	s tax		
	Tontas	Black Prints	mmgψ220	Color Prin		Wide Few	nat Linear Feet
Monthly Prints Included	1	2,000		750	us	wiae r orn	NA
Additional Print Rate		\$0.0135		\$0.0650	)	NA NA	
Scan Rate		Included					
Additional Print Billing	Schedule:	Monthly 🛛 Quarte	erly Anr	nually <b>WF</b>	- Roll Pape	r Included -	☐ Yes ⊠ No
No Charge Equipment	Replacement Cov	erage - 🛛 Yes 🔲	No	•	_		
Notes:							
This agreement	is not transferral	ble to a third party or	cancellable	prior to end of	f initial term	or any rene	wal term.
Equipment Coverage – All e replace or relocate equipment at added to customer environmen upon discovery thereof. Rate mot electronically reported, or not electronically reported, or not electronically reported.	quipment covered unde their discretion to main t, by customer or by IS, ay vary. Customers are	r this agreement will be monitain financial efficiency and/owill be automatically included required to submit automated	tored and manag or functionality. F I in this agreemen I meter readings v	ed for efficiency and ailure to comply wit t and billed in the co ria Image Solutions p	l functionality by h suggestions wi ombined usage to provided electro	Image Solutions.  Ill result in increase  otals unless excludince meter reportin	Image Solutions may ed costs. Equipment led by Image Solutions og utilities. Any meters
<b>Supplies</b> – All toner and ink is agrees to pay for the un-invoiced may not be returned for refund	d supply yield at the then	current excess print rates. Sp	ecialty toner (MI	CR) is not included a			

Additional terms and conditions on reverse side and online at: www.ImageSolutions-Online.com/customer-service

#### GENERAL TERMS AND SCOPE OF COVERAGE

This agreement is between Image Solutions, LLC, as indicated on the reverse side (hereinafter "IS"), and the customer indicated on the reverse side (hereinafter "Customer"). IS and Customer agree to the following terms and conditions: This agreement shall not be binding upon IS until signed by an IS officer. Customer agrees to purchase, and Image Solutions agrees to provide, maintenance service for the equipment identified herein, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by both parties. This agreement is non-transferable. This agreement covers all labor, parts, and supplies (including toner) necessary to make prints except paper, staples, paper cassettes, and accessories. Replacement of rollers, drums, etc. as necessary will be made to insure optimum performance. Damage to the equipment or its parts arising out of misuse, abuse, negligence, acts of God or nature, or service performed by personnel other than IS employees is not covered and may void this agreement or incur additional cost.

METER COLLECTION Meter readings will be collected by automated meter reporting utilities or by email. Meter readings not received within 3 days of requested date will be estimated and may result in additional charges to customer. Customer agrees to provide required access to network systems for the purpose of installing and communicating with meter collection software. Customer further agrees that IS will not be held liable for damages relating to the installation or access of said software. If meters are not supplied by requested date, an Image Solutions representative may manually collect meter readings from the equipment. If manual readings are required, customer will be billed the prevailing hourly service call rate for this trip. All Xerox brand equipment requires the Xerox XDA meter reporting utility to be installed and operational at all times. If customer removes or disables the Xerox XDA, customer will be charged for reinstallation and manual meter collection at the prevailing hourly service rate. For devices not reporting on meter collection software (including non-networked devices), IS may estimate meter readings. Customer agrees to accept these estimated meter readings for billing purposes or to provide meter readings for these devices within 3 days of request.

SERVICE CALLS All service and preventative maintenance calls will be made during normal business hours at the installation address on this agreement. Service requests after normal hours, or on weekends and holidays, when available, will be charged at emergency service rates in effect at the time of request. This agreement covers only the equipment listed on the equipment schedule attached and does not cover accessories. The agreement only covers the equipment while located at the shipping address unless approved by IS. Customer many not move equipment to another location without contracting with IS, for a fee, or another IS authorized provider. If the equipment is moved to another location without written approval, IS may terminate this agreement without notification and all remaining amounts due under the agreement will become due upon termination. Services relating to network or computer issues including but not limited to; loading print drivers, changing connectivity settings, and diagnosing of printer /network communication issues are not covered under this agreement.

REPAIR AND REPLACEMENT OF PARTS / EQUIPMENT All parts necessary to the operation of the equipment, with the exception of paper, paper cassettes, and other hardware accessories, will be furnished free of charge during a service call provided by this agreement. Image Solutions is not responsible for delays of service due to manufacturer's non-availability of parts or supplies necessary to complete such service as described in this agreement. IS may use any parts appropriate for a safe and complete repair, including manufacturer's modifications. Customer equipment that is determined unrepairable by IS will need to be replaced with a system approved or provided by IS. Customer authorizes IS to dispose of equipment replaced on their behalf. There is no value provided for equipment removed. Replacement equipment provided by IS will be invoiced separately unless No Charge Equipment Replacement Coverage is selected on reverse side. No Charge Equipment Replacement Coverage applies to equipment deemed non-repairable during the initial term of this agreement. If No Charge Equipment Replacement Coverage is selected, non-operational equipment will be replaced with a model of similar age and capability.

**RIGHT OF FIRST REFUSAL** Customer grants to IS a right of first refusal to match any offer relating to products or services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement or 90 days after end of this agreement, whichever is later. Customer shall give IS prompt written notice and a written or electronic copy of any such offer within 10 days of receiving the offer and a minimum of 10 days to respond to it. If Customer fails to comply with right of first refusal, Customer agrees to pay a 25% surcharge on all remaining monthly payments which shall be calculated as the average of the three (3) most recent billing periods at contract rates multiplied by the total remaining months in original or renewal term and Customer agrees to pay 25% of the awarded contract value which shall be calculated as the total projected payments based on the then current usage multiplied by a standard 60 month term as compensation to IS for breaching this provision.

**TERM AND TERMINATION** This agreement shall become effective upon acceptance by IS and will continue as provided herein. If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Initial Term (or the Renewal Term) you shall give us written notice of your intention to terminate this contract at the end of the current term. If you fail to provide us with such prior written notice the term of this agreement shall automatically renew for additional successive terms of twelve (12) months each. If the initial term is less than 12 months, upon the end of initial term, this agreement shall renew automatically for a minimum term of 12 additional months. If Customer elects to terminate this agreement prior to the expiration of the initial term, in addition to supply yield charges specified on the reverse side, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods at contract rates multiplied by the total remaining months in the contract billing period or renewal period. Any equipment provided to customer by IS during this contract, as replacement for customer equipment or as net new additions, will remain the property of IS and customer agrees to purchase at IS retail pricing or return said equipment upon cancellation of this agreement. The terms of this agreement supplement any existing customer agreements with IS. If any terms of this agreement conflict with prior agreements, the terms of this agreement supersede prior agreements, and the terms of this agreement become prevailing terms and conditions.

this agreement supersede prior agreements, and the terms of this agreement become prevailing terms and conditions.

CHARGES The initial monthly charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 15 days of the date of IS's invoice for such charges. Customer agrees that if no minimum monthly service level is established, the average monthly usage as determined by the first 6 months usage will become the minimum base charge for future billings. IS, at its discretion, may impose an increase in the base service rate, as well as the overage rate, in an amount not to exceed twenty percent per increase. Any increase, if imposed, shall take effect at the discretion of IS. All contracts are NET 15 terms unless otherwise indicated. Any amounts past due shall be subject to a late fee of 1.5% (18% per annum) or \$5.00, whichever is greater. Sales, property taxes, and associates fees or penalties are the additional responsibility of the Customer and are not included in quotes or schedule pricing. Billing for non-networked devices or manual meter processing will be invoiced at an additional \$5.00 per device per billing period. Hard copy mailing of invoices is billable at \$3.00 per month; e-mail invoicing is available upon request - free of charge. Customer is responsible for all consumable freight charges. Excess consumables may not be stocked at the customer location. Customer understands that alterations or attachment of specific charges described herein may require an increase in base contract charges and agrees to pay such charges promptly when due.

**BREACH OR DEFAULT** If Customer does not pay all charges for maintenance, parts, or supplies promptly when due; (1) to IS may refuse to service the equipment or may furnish service on a C.O.D. "per call" basis at published rates (2) Customer agrees to pay IS's costs and expenses of collection including the maximum attorney's fees permitted by law. There will be a reinstatement fee for all accounts found in breach or default.

NO WARRANTY Other than the obligations set forth herein, IS disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for a particular purpose. IS shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of the use of equipment.

MISCELLANEOUS This agreement shall be governed by and construed to the laws of the state of North Carolina and is applicable to agreements wholly negotiated, executed, and performed in this state. It constitutes the entire agreement between the parties and may not be modified except in writing signed by a duly authorizing officer of IS and the Customer. Image Solutions is not responsible for any information retained in electronic or hard copy format within the equipment. This information may include but is not limited to documents, network information, fax numbers, and email addresses. In addition, there may be latent images retained on the hard drive(s) at any given time and Image Solutions takes no responsibility for the content of this information or the disposition there of.

Accepted by IS:	Date:
11cccptca by 10.	 Date

# TOWN OF MONTREAT BOARD OF COMMISSIONERS REQUEST FOR BOARD ACTION

**Meeting Date:** February 13<sup>th</sup>, 2020

**SUBJECT**: Firearms Trade/Purchase

#### **AGENDA INFORMATION:**

**Agenda Location:** New Business

Item Number: E

**Department:** Police

**Contact:** Chief David Arrant **Presenter:** Chief David Arrant

**BRIEF SUMMARY:** Currently the department has six handguns. These six handguns consist of three different models and two different calibers. This is a proposal to consolidate our issued weapons. Total price for this transaction would be \$532.48.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Move to approve/deny the trade of existing department firearms towards the purchase of new firearms.

**FUNDING SOURCE:** 10-10-5100-730

**ATTACHMENTS:** Quote Number 0052-202

**STAFF COMMENTS AND RECOMMENDATIONS:** Staff recommend approving trade/purchase

of handguns.



5620 Concord Pkwy S., Concord, NC 28027 Phone 980-258-0444/0445 8761 Chapman Highway, Knoxville, TN 37920 Phone 1-800-769-2007

tonyl@craigsfirearms.com

TO: CHIEF	DAVID ARRANT	PHONE:	828-777-9838	<b>š</b>	
AGENCY: M	ONTREAT PD	EMAIL: darrant	@townofmont	reat.org	
DATE:	01/20/20	Quote will be honored for	45	days.	
MAN	e must accompany your   UFACTURER MUST HAVI ON PRODUCTS REQUIRE A SE	E A SEPARATE PUR			EACH
AGENCIES ARE RESI	PONSIBLE FOR ALL TAXES	AGENCY ORI NUMBER	MUST BE ON A	LL PURCHA	ASE ORDERS
	Please do not pay from	this quote. Invoice w	ill follow.		
PART#	ITEM DESC	RIPTION	PRICE	QTY.	EXT.
PA55S50302AB	GLOCK GEN 5 G45, AMGLO LE MAGAZINES, BACKSTRAF LOCK, BORE BRUSH, CL	P/BEAVERTAIL KIT, GUN	\$428.50	5	\$2,142.50
*	NC SALES TAX AT THE 7% RATE				\$149.98
	LESS TRADE OF TH	E FOLLOWING			
	USED GLOCK G21,	GNS, 3 MAGS	-\$310.00	4	-\$1,240.00
	USED GLOCK G19,	GNS, 3 MAGS	-\$260.00	1	-\$260.00
	USED GLOCK G17,	GNS, 3 MAGS	-\$260.00	1	-\$260.00
			TOTAL	\$5	32.48
AGENCY ACKNOWLEDGE I accept this quote as	s written:	.//			

Please call with any questions about this quote.

Agency representative's Signature: \_

Agency representative's printed name:

Thank you,

- \* Govt. agency prices do not include FET where applicable
- \* Prices are due and payable NET 30 days for each invoice
- \* Trade-In pistols must be in good, serviceable working order
- **Tony Lardo** \* Deductions made if trade-ins are damagedor not as specified

## DEPARTMENT OF THE TREASURY ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

### **EXEMPTION CERTIFICATE (USE BY STATE OR LOCAL GOVERNMENTS)**

(For use by State and local governments (section 4221(a)(4) of the Internal Revenue Code).)

_	January 20th	_ , 2020 I hereby certify that I	am		hief of Police	
	(Month & Day)				(Title of Offi	cer)
of _		n of Montreat, NC	<u>;</u> that I am au	thorized to execu	e this certificate	e; and that
	(State o	or local government)				
(chec	ck applicable type of cer	tificate):				
	The article or article	s specified in the accompanyi	ng order, or on	the reverse side	hereof, (or)	
	All orders placed by	the purchaser for the period o	ommencina	20 January, 2020	and ending	19 January, 20
		•	<u> </u>	(Date)	_	(Date)
	****				o exceed 12 caler	
	are, or will be, purch	ased from		ock, Inc. manufacturer)		for the
	exclusive use of			Police Department		
	exclusive use of			ernmental unit)		
	of		Town of Montre			
			ate or local gove		<del></del>	
	Lunderstand that the	e exemption from tax in the ca				Seedal to a Chai
		lties under the Internal Reven				
SIGI	NATURE //			ED NAME		
	11/1/4		David	Arrant		
ADD	RESE					
	Rainbow Terrace					
Mor	ntreat, NC 28757					
-						
<sup>1</sup> A	sale of an article to	a State or local government for	r resale is not	considered to be	a sale for the "e	exclusive use" o
S	tate or local governm	a State or local government for nent, within the meaning of sec	tion 4221(a)(4	) of the code, and	, therefore, suc	h sales may no
S	tate or local governm ade tax-free. Such s	nent, within the meaning of sec ales may not be made tax-free	ction 4221(a)(4 e even if the re	) of the code, and sales are made to	l, therefore, suc government e	h sales may no
S	tate or local governm ade tax-free. Such s	nent, within the meaning of sec	ction 4221(a)(4 e even if the re	) of the code, and sales are made to	l, therefore, suc government e	h sales may no
S	tate or local governm ade tax-free. Such s	nent, within the meaning of sec ales may not be made tax-free uipment the employee is requi	ction 4221(a)(4 e even if the re red to possess	) of the code, and sales are made to in carrying out hi	l, therefore, suc government e	h sales may no
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This free certi	tate or local government tate or local government is an item of equest is in accordanuse specific exemption ficate. This is being present the specific exemption ficate.	nent, within the meaning of sec ales may not be made tax-free uipment the employee is requi	etion 4221(a)(4 e even if the re ired to possess CREDUCTION Act of 1995. In e sales. This fo- ing excise taxpa	of the code, and sales are made to in carrying out his act NOTICE some cases, persom contains all requirers and eliminate to the sales.	l, therefore, such government en s duties. ns who sell firear ired information the need for taxos	th sales may not mployees, or the major ammunition for a properly exe

TTB F 5600.35 (10/2008)

OMB control number.

1310 G Street NW., Box 12, Washington, DC 20005.

this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau,

TTB may not conduct or sponsor and you are not required to respond to, a collection of information unless it displays a current, valid



# Montreat Police Department P.O. Box 423, Montreat, North Carolina 28757

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

#### 1/21/2020

From: Montreat Police Department, ORI #: NC 0110500

To: Craig's Firearm Supply

In lieu of a formal purchase order, please consider this letter as a detailed request to purchase the following Glock firearms and accessory items from Craig's Firearm Supply. Reference trade quote 0052-202. These items are being purchased by the Agency, for the Agency, and will be for Law Enforcement use only.

PART#	ITEM DESCRIPTION	QTY.
PA455S50302AB	GLOCK GEN 5 G45, AMGLO BOLD NIGHT SIGHTS, 3 LE MAGAZINES, BACKSTRAP/BEAVERTAIL KIT, GUN LOCK, BORE BRUSH, CLEANING ROD,CASE	5

Ship to agency physical address below: Montreat Police Department 96 Rainbow Terrace Montreat, NC 28757

Thank you.

David Arrant, Chief, Montreat Police Department