

**Town of Montreat
Board of Commissioners Meeting – Public Forum
November 12, 2020 – 6:30 p.m.
Town Hall & Zoom Software**

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
November 12, 2020 – 7:00 p.m.
Conducted electronically using Zoom Software and in person**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Presentation & Reports

- A. Recommended Ordinance Revisions from Planning & Zoning-Bill Scheu

IV. Mayor's Communications

V. Consent Agenda

- A. Meeting Minutes Adoption
- September 10th Town Council Public Forum Meeting Minutes
 - October 8th Town Council Public Forum Meeting Minutes
 - October 8th Town Council Meeting Minutes

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

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. Oath of Office for Zoning Administrator/Code Enforcement Officer

B. Budget Amendment #3

- **Suggested Motion: Move to approve/deny Budget Amendment #3 in the amount of \$123,990 for Texas Road Bank Stabilization Project**

C. Engineering Contract, Texas Road Bank Stabilization

- **Suggested Motion: Move to authorize the Mayor and Town Administrator to negotiate and sign contract with Civil Design Concepts for Texas Road Bank Stabilization Project**

XI. Public Comment

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

XII. Commissioner Communications

XIII. Dates to Remember

- **Planning & Zoning Commission November 19, 2020 10:30 a.m. Town Hall and Zoom Software**
- **Tree Board November 24, 2020 9:30 a.m. Town Hall and Zoom Software**

XV. Closed Session

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

XVI. Adjournment



TOWN OF MONTREAT

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TOWN OF MONTREAT BOARD OF COMMISSIONERS REQUEST FOR BOARD ACTION Meeting Date: November 12, 2020

SUBJECT: Consideration of Process for Adopting Changes to the Zoning Ordinance

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Planning and Zoning

Contact:

Presenter: Alex Carmichael

BRIEF SUMMARY:

Should the Board of Commissioners elect to change the Zoning Ordinance NC general statutes dictate the process. The statutes require public notice, a public hearing, a two-thirds majority in order to pass the changes on the date of introduction, and a comprehensive plan consistency and reasonableness statement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

No action required at this time

FUNDING SOURCE:

N/A

ATTACHMENTS:

Recommended Zoning Ordinance Revisions from the Planning and Zoning Commission

STAFF COMMENTS AND RECOMMENDATIONS:

There are four sets of requirements that the Board of Commissioners must follow when making changes to the Zoning Ordinance: 1) public hearing requirements, 2) public notice requirements, 3) date of introduction requirements, and 4) consistency statement requirements .

1. G.S. 160D-601 requires a public hearing to be held by the Board of Commissioners prior to the adoption or amendment of a development ordinance.

2. A public notice is required prior to the public hearing. The public notice must take the form of newspaper ads, mailed notice (with a possible exception), and posted notice. G.S. 160A-364 requires published notice in a newspaper of general circulation in the community once a week for two successive calendar weeks, with the first notice being published not less than ten or more than twenty-five days before the hearing. The notice must be sufficiently detailed to allow citizens to discern what is being proposed and whether they would be affected. Individual mailed notices to all affected properties are required for all Zoning Map Amendments. An exception can be made if a half page legal notice is advertised in the paper for four consecutive weeks per Article XIII, Section 1303(B)2 of the Montreat Zoning Ordinance. In this case, mailed notices must be sent to property owners residing outside the newspapers general circulation area as listed on tax listing. Additionally, posted notice is required in the same timeframe as the advertised and mailed notice, at least ten days, but not more than twenty-five days prior to the date of the hearing.
3. G.S. 160A-45 defines the date of introduction as the day on which the Board first votes on the subject matter of the ordinance. To be adopted on the date of introduction, a city ordinance must be approved by a vote of at least two-thirds of the actual membership of the Commission. In Montreat's case that would be four affirmative votes. If the measure fails to pass on the date of introduction it may be taken up again at a subsequent meeting and passed with a simple majority.
4. Finally, the Board must adopt a statement on the reasonableness of the amendments, and their consistency with the Comprehensive Plan. If the amendments are found to be inconsistent with the Comprehensive Plan, but the Board approves them anyway, the Comprehensive Plan is automatically updated.

Staff recommends the Board of Commissioners schedule a discussion of the recommended Zoning Ordinance revisions at its regular December meeting – or possibly hold a joint Commission/Planning and Zoning meeting. This would allow the Commission time to ask questions, consider any changes, or to move the recommendations forward as they are. At the December meeting the Commission could call for the statutorily required public hearing in its regular January or February meeting, depending on what method of notice was used. The date of introduction vote could take place at the Public Hearing at the January or February meeting.

**Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
October 8, 2020 – 6:30 p.m.
Town Hall & Zoom**

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

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
David Arrant, Chief of Police

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

Public Forum

Ms. Sarah “Sally” Stansill of 141 Holston Lane reviewed a petition that she and 14 other Montreators had signed. The petition covered three requests: landscaping for the hill by the Gate parking lot leading up to Kanawha Dr, establishment of no-parking with the addition of noise control signage at the Gate parking lot, and enforcement of the speed limit and noise ordinance by the Montreat Police Department. Ms. Stansill also expressed her thanks for the “no-parking” signs that were put up by Public Work crews earlier that day.

Mr. Bill Roberts of 155 Woodland Road read a letter that he had written which outlined a series of noise complaint incidents that have been occurring behind his house. The house in question is rented by Montreat College students. Mr. Roberts reviewed the noise issues he encountered, the actions he has taken and his frustrations about resolution. Mr. Roberts requested more attention by the Montreat Police Department to this matter as well as a review of the noise ordinance.

Mrs. Mary Standaert of 118 Shenandoah Terrace expressed her frustrations with regards to being unable to sign into the Zoom broadcast of the meeting. Mayor Helms advised Mrs. Standaert that there was a problem with the internet service that did not become apparent until the meeting was

getting ready to begin. Mrs. Standaert felt that an email should have gone out to make the public aware of this turn of events. Mayor Helms expressed his apologies to Mrs. Standaert.

Adjournment

Commissioner Lentz moved to adjourn the meeting. Commissioner Alexander seconded and the motion carried 5/0. The meeting was adjourned at 6:59 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
September 10, 2020 – 6:30 p.m.
Town Hall & Zoom**

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

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk

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.

Commissioner Kitty Fouche advised that it has been frustrating trying to get used to the sound system. She asked for everyone to speak directly into the microphones.

Agenda Approval

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

Public Forum

Mr. Tom Frist of 98 Frist Road stated that he was so pleased to be with everyone in the new Town Hall. He thanked everyone for their hard work and asked how it had been in the new building.

- Town Administrator Alex Carmichael said that traffic in the new building has been low with visitors having to make appointments with staff. The transition has been different but wonderful. Mr. Carmichael stated that he is more productive at the new facility and it has a much warmer feel to the environment.
- Town Clerk Angie Murphy stated she felt blessed to be working in the new building and in Montreat. The building is beautiful and functional. Ms. Murphy misses all the residents coming in to visit or to take care of business. Ms. Murphy thanked everyone for the new facilities.
- Police Chief David Arrant stated that it took him several weeks to get used to the new building. He appreciated the breakroom, the patrol room and the evidence room. His police officers are most appreciative as well.

Mayor Tim Helms stated that the COVID-19 banner that was displayed at Welch Field was defaced over the weekend. Mayor Helms cut the sign down and turned it over to the Police Chief. Mr. Carmichael stated that a replacement banner has been ordered from the County.

Mrs. Judy Shuford of 613 Greybeard Trail wanted an update on the Public Works Building. Mr. Carmichael stated the building was complete and staff has moved in to work on a daily basis. There are a few finishing touches needed but staff are pleased to have a new building. Mr. Carmichael commented that Public Works Director Barry Creasman worked many days off and weekends to finish up the details. Mayor Helms advised there is a fundraiser going on in Town right now to purchase appliances and furnishings. Mrs. Jacqueline Clark is spearheading that initiative so contact her if you would like to donate.

Mayor Helms stated that he had been in contact with Montreat College President Paul Maurer who stated that the College would keep the Town up-to-date on COVID-19 cases. Mayor Helms spent some time walking around campus and was very impressed with the diligence in which the College students were wearing their masks and incorporating social distancing.

Mr. Tom Frist of 98 Frist Road asked about sound quality with the proximity to Montreat Road. Chief David Arrant said he has definitely noticed a difference compared to being at the other building.

Mayor Helms asked Chief Arrant for a bear report. Chief Arrant said a stubborn bear keeps hanging around the Alabama Terrace area. Chief Arrant advised the Police Department maintains a list of local bear hunters who can bring their dogs up to put some fear into the bears.

Adjournment

Commissioner Fouche moved to adjourn the meeting. Commissioner Alexander seconded and the motion carried 5/0. The meeting was adjourned at 6:50 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Meeting Minutes
October 8, 2020 – 7:00 p.m.
Town Hall/Zoom Meeting**

Board members present: Mayor Tim Helms
Mayor Pro Tem Otto
Commissioner Kitty Fouche
Commissioner Jane Alexander
Commissioner Tom Widmer
Commissioner Alice Lentz

Board members present via
Zoom: None

Board members absent: None

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

Three members of the public were present at Town Hall with several others watching via Zoom. Mayor Helms called the meeting to order at 7:01 p.m., and led the group in the pledge of allegiance and a moment of silence. Mayor Helms asked for prayers for the families of Gordon Neville and Harry Phillips, who both recently passed away, as well as Bill Hollins, a former Commissioner, who is currently in the ICU.

Agenda Approval

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

Presentation & Reports: Body Worn Cameras-David Arrant

Police Chief David Arrant advised Council that the Black Mountain Police Department has offered to issue the Montreat Police Department a body-worn camera free of charge. Chief Arrant thinks this will be a great trial run to see if body-worn cameras are something Montreat wants to pursue. These cameras must be utilized with all public interaction in Montreat as well as Black Mountain.

Mayor's Communications

Mayor Helms stated that Commissioner Otto, Commissioner Widmer, Town Administrator Alex

Carmichael, Faculty and Staff of Montreat College and the Mayor himself has worked on the noise issue on Woodland Road. Mayor Helms wanted everyone to know that it is a problem that is being worked on by numerous individuals.

Meeting Minutes Adoption

- September 10th Town Council Meeting Minutes

Town Administrator's Communications

Mr. Carmichael advised Council that Town Staff has received two responses on a RFQ (Request for Qualifications) for repair of the Texas Road Wall Project. Mr. Carmichael also reported that Montreat has received a municipal bridge report outlining some areas along Texas Road Bridge, Texas Road Extension Bridge and Shenandoah Bridge that need some work. None of these bridges require immediate action; they do, however, require future planning. The Town of Montreat also received a second payment from Tropical Storm Alberto projects bringing the total received to \$242,000. Commissioner Fouche asked Mr. Carmichael about the Suwannee Road mudslide repair project. Mr. Carmichael stated that he would be preparing a RFQ for that work within the next month.

Administrative Reports

- Administration – 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.
- Finance – This report was given in written format.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Mayor Pro Tem Otto asked Finance Officer Darlene Carrasquillo about tax revenues from the State. Ms. Carrasquillo stated that June tax revenues were up over 15% from the previous month, which was down 12%-14% from the prior month.

Commissioner Fouche appreciated the police report showing annual comparisons and expressed her interest in seeing other departments moving forward with the same kind of comparisons.

Commissioner Widmer thanked Staff for the communications report that was included in the meeting packet. He suggested that an item not be shown as completed until it is completely resolved.

Public Comment

Mrs. Clare Frist of 98 Frist Road thanked Town Staff and the Town Council for their work and dedication. She questioned whether it had been stressful due to COVID-19. Mayor Helms advised that the biggest impact has been financial. Mayor Helms also stated that there are no capital projects this year except for Tropical Storm Alberto repairs which are reimbursed by the state.

Commissioner Fouche asked Public Works Director Barry Creasman about the new Public Works Building. Mr. Creasman stated that it was great! He advised that recent donations from Montreators enabled them to receive a new stove and refrigerator which they are putting to good use. Mr. Creasman stated that everyone in Public Works is very thankful and blessed to have the new building.

Town Clerk Angie Murphy read a comment from Ms. Mary Nell Todd of 143 Eastminster Terrace. Ms. Todd is very concerned about the removal of the tree canopy due to residential construction projects. She suggested that the Town adopt a plan to preserve the remaining canopy in the Town.

Town Clerk Angie Murphy read a comment from Mrs. Mary Standaert of 118 Shenandoah Terrace. Mrs. Standaert offered some important information about voting in the upcoming election. This included absentee ballots, early voting, voting locations and more.

Old Business

There was no old business to discuss.

New Business

- A. CARES Act Funding: Mr. Carmichael stated that the Town had received \$9,697.06 in CARES Act Funding from the State to cover expense incurred by COVID-19 and the pandemic. The funding covers expenses such as PPE, Zoom services and extra cleanings of the Montreat Town Hall. Commissioner Tom Widmer moved to approve Budget Amendment #2 in the amount of \$9,697.06 for the formation of the Special Revenue Fund for reimbursement of expenses pertaining to COVID-19. Mayor Pro Tem Otto seconded and the motion carried 5/0.

Public Comment

Mr. Tom Frist of 98 Frist Road expressed his thoughts on the Texas Road Bridge. He reminded Council that a year or so ago he suggested adding some potted flowers along the walkway of the Bridge and was told that was not an option. Mr. Carmichael explained some of the constraints that the Town is under with regards to the Bridge repairs. Town Council directed Mr. Carmichael to address this issue in the spring. Mr. Frist also asked about the possibility of renting the Town Hall

and what protocol had been established. Mayor Helms stated that in time they would probably rent out the facility but with COVID-19 it just is not feasible at this time.

Commissioner Communications

Commissioner Alice Lentz stated that starting next week there will be tree trimming and tree removal in Montreat due to the threat to power lines. There are roughly five trees on Town property that will be affected. The remainder of the trees are on Montreat College Campus and Mountain Retreat Association properties. The tree trimming and removal will take place along Assembly Drive and Lookout Road. Any trees identified on private property will not be trimmed or removed without written consent of the home-owner. Asplundh (tree care company) and ECI (a sub-contractor of Duke Energy) will remove all debris that is chip-able with their equipment. Town of Montreat Staff will remove all remaining large logs that are not chip-able. The Town's certified arborists, Barry Creasman and Daniel Wiggs, will monitor the tree trimming/tree removal on Town property. Commissioner Lentz also noted that the trees identified by Asplundh and ECI align closely with the Town of Montreat's Tree Board 2019 inventory of at-risk and dead trees.

Mayor Pro Tem Otto appreciated Mr. Roberts and Ms. Stansill coming forward at tonight's meeting. Mayor Pro Tem Otto stated that the college has been very responsive to the needs of the Town and are doing all that they are able to do.

Commissioner Kitty Fouche suggested Council members take turns sitting at the Gate to observe the traffic, noise and speed issues that Sally Stansill mentioned earlier.

Commissioner Tom Widmer thanked Public Works Director Barry Creasman and the Public Works Crew for all their work on the Greybeard guardrail. Commissioner Widmer also mentioned there was a new sign in the rain garden as of yesterday explaining how the rain garden works. There are also informational brochures. A group of men and women have joined together to do some volunteer gardening at Town Hall. They have called themselves the "Gardeners of Weedin".

Mayor Helms commended the entire Council on all their hard work throughout the weeks in addition to their other jobs and responsibilities.

Adjournment

Commissioner Jane Alexander moved to adjourn the meeting. Commissioner Tom Widmer seconded and the motion carried 5/0. The meeting was adjourned at 7:47 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk



TOWN OF MONTREAT

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ADMINISTRATIVE REPORTS: ADMINISTRATION

Town Administration report for the month of October 2020

Monthly Statistics

Public Meetings	5
Inter-Organizational /Intergovernmental Meetings	3
Agendas Prepared	3
Minutes Transcribed	3
Resolutions Drafted	0
Public Records Requests Processed	1
Water Bills Processed	674
Leak Adjustments	8
New Water Accounts Established	1
Purchase Orders	85
Professional Development Hours	0
Sunshine List Messages	10
Website Posts	10
Social Media Posts	4
Code Red Alerts	1
Workers Compensation Claims	0

Town Staff would like to thank Adrienne isenhower for a gr

Upcoming Events and Schedule Changes

0

Comments

N/A

Staff Communications

0



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ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the month of October 2020

Monthly Statistics

Building Permits Issued	7
Pending Building Permits	0
Building Inspections Performed	20
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

Comments

Staff Communications

Good well done in Montreat and wish her nothing but the best in Woodfin. She will be missed!



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ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of October , 2020

Monthly Statistics

Miles of Road Maintained	17
Miles of New Road Constructed	0
Public Trees Removed	7
Sand Applied to Roads (tons)	0
Ice Melt Applied to Roads (pounds)	0
Monthly Fuel Costs	330.95
Contracted Employee Staff Hours	0
Road Closures	4

Comments

Crews are cleaning leaves from ditches and roadways
Please be aware of the crews working in the roadways.

Staff Communications

Public Works would like to wish everyone a Happy Thanksgiving.



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ADMINISTRATIVE REPORTS: POLICE DEPARTMENT

Police Department report for the month of

October , 2020

Monthly Statistics	2019	2020
Mileage	2,498	2,526
Dispatched Calls	79	67
Officer-Initiated Calls	507	518
Fire Assistance Calls	3	3
EMS Assistance Calls	4	2
Motorist/Other Assistance Calls	68	49
Traffic Stops	47	46
Parking Issues	1	3
Burglar Alarm Responses	4	4
Fire Alarm Responses	3	3
Residential/Building Checks	365	377
Ordinance Violations	2	10
Law Enforcement Agency Assistance Calls	39	34
Animal Control Calls	0	8
Larcenies	0	3
Breaking & Entering Calls	0	3
Suspicious Person Investigations	7	6
Suspicious Vehicle Investigations	7	10
Disturbance Calls	23	21
Accident Responses	1	2
Auxiliary Hours Worked (Regular)	32	32
Auxiliary Hours Worked (Addittional)	72	211
Truck Turns at Gate	5	0
MPD Fuel Cost	\$ -	\$0.00
Professional Development Hours	0	80
Town Service	571	562
MRA Service	155	128
College Service	21	16

Comments

It has been fairly uneventful around town in October. There was a single vehicle crash on Lookout which resulted in multiple charges including DUI.



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of October , 2020

Monthly Statistics

Calls for Service	72
Water Leaks Repaired	1
New Water Lines Installed	0
Water Meters Read	674
Water Meter Replacements	0
Gallons of Water Produced	3,639,998
Monthly Fuel Cost	\$ 117.32
Hours Pumped (11 wells combined)	1,657

Upcoming Events and Schedule Changes

Comments

We are going to be flushing hydrants and doing maintenance on them Town wide . If you experience dirty water please let the outside faucet run until clear .

Staff Communications



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ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of October , 2020

Monthly Statistics

Tons of Curbside Trash Collected	31.51
Pay-As-You-Throw Trash Bags Collected	45
Tons of Curbside Recycling Collected	4.79
Pay-As-You-Throw Recycling Bags Collected	38
Cardboard Recycling Collected	0.72
Unique Curbside Sanitation Stops	1,730
Bagged Leaf Pickup	371.00
Brush Pickup (cubic yards)	298.67
Hauling Fees	\$2,171.39
Tipping Fees	\$597.83
Dumpster Rental Fees	\$203.92
Sanitation Fuel	\$ 160.16

Upcoming Events and Schedule Changes

Comments

75 Cubic Yards were collected during Bulk Pickup

Staff Communications



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ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zonning Administration report for the month of October , 2020

Monthly Statistics

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

Comments

Staff Communications

TAX REVENUE ANALYSIS--FISCAL YEAR 20 & FISCAL YEAR 21--THROUGH SEPTEMBER

Date of Deposit	Jul-19	Jul-20	% +/-	Aug-19	Aug-20	% +/-	Sep-19	Sep-20	% +/-
AdVal/RMV	3,542.46	1,392.91	-61%	2,634.16	1,017.11	-159%	80,133.07	46,660.36	-72%
Sales	36,417.90	28,659.10	-27%	35,831.22	31,023.08	-15%	38,089.83	36,448.63	-5%
Solid Waste (Quarterly)				160.69	163.22	2%			
Utility Fran Tax (Quarterly)							19,394.89	17,308.49	-12%
Wine/Beer (Annual-May)									

NOTES:

AdVal Tax is received the month after the tax is collected

RMV Tax is received two months after the tax is collected

Sales Tax is received three months after the tax is collected

COMPARATIVE FINANCIAL SUMMARY - SEPTEMBER 2019 TO SEPTEMBER 2020 - GENERAL & WATER FUND ONLY

REVENUES

Fund	Fund #	Budget FY20	Budget FY21	YTD Budget-FY20	YTD Budget-FY21	YTD Budget % Difference	YTD Collected FY20	YTD Collected FY21
GENERAL FUND	10	1,968,815.10	1,793,830.92	492,203.78	448,457.73	(9.75)	194,662.55	272,530.60
WATER FUND	30	401,896.00	311,250.00	100,474.00	77,812.50	(29.12)	79,614.38	79,242.56
TOTAL REVENUES GEN & WATER FUNDS		2,370,711.10	2,105,080.92	592,677.78	526,270.23	(12.62)	274,276.93	351,773.16

EXPENSES

Dept Name	Fund #	Budget FY20	Budget FY21	YTD Budget-FY20	YTD Budget-FY21	YTD Budget % Difference	YTD EXP-FY20	YTD EXP-FY21
GOVERNING BODY	10	56,701.00	53,562.00	14,175.25	13,390.50	5.54	9,330.28	5,420.65
ADMINISTRATION	10	380,295.00	451,465.00	95,073.75	112,866.25	(18.71)	114,883.45	78,476.52
PUBLIC BUILDINGS	10	33,004.00	126,995.10	8,251.00	31,748.78	(284.79)	21,462.58	58,843.49
POLICE	10	460,410.00	438,913.82	115,102.50	109,728.46	4.67	116,048.44	65,335.41
BUILDING AND ZONING	10	124,660.00	76,310.00	31,165.00	19,077.50	38.79	12,375.52	1,112.05
PUBLIC WORKS	10	157,342.00	249,157.00	39,335.50	62,289.25	(58.35)	39,675.28	14,380.08
STREET	10	607,397.00	252,346.00	151,849.25	63,086.50	58.45	59,025.55	24,965.95
SANITATION	10	118,602.00	122,982.00	29,650.50	30,745.50	(3.69)	31,381.81	18,606.72
ENVIRON,CONS,REC	10	30,404.10	22,100.00	7,601.03	5,525.00	27.31	9,621.90	875.00
TOTAL EXPENSES GENERAL FUND		1,968,815.10	1,793,830.92	492,203.78	448,457.73	8.89	413,804.81	268,015.87

Dept Name	Fund #	Budget FY20	Budget FY21	YTD Budget-FY20	YTD Budget-FY21	YTD Budget % Difference	YTD EXP-FY20	YTD EXP-FY21
WATER	30	401,896.00	311,250.00	100,474.00	77,812.50	22.55	25,875.42	30,559.36
TOTAL EXPENSES WATER FUND		401,896.00	311,250.00	100,474.00	77,812.50	22.55	25,875.42	30,559.36
TOTAL EXPENSES GEN & WATER FUNDS		\$2,370,711.10	\$2,105,080.92	\$592,677.78	\$526,270.23	11.20	\$439,680.23	\$298,575.23

GENERAL FUND INCOME/LOSS - YTD	(219,142.26)
WATER FUND INCOME/LOSS - YTD	\$53,738.96
NET INCOME - YTD FISCAL YEAR 2020	(165,403.30)

GENERAL FUND INCOME/LOSS - YTD	\$4,514.73
WATER FUND INCOME/LOSS - YTD	\$48,683.20
NET INCOME - YTD FISCAL YEAR 2021	\$53,197.93

PROJECTS--FY 21	Fund #	Budget	This Month Actual	Spent To Date	% Spent
TOWN HALL	13	2,217,245.77	1,692.69	2,115,284.03	95.40%
PUBLIC WORKS BLDG	14	403,888.86	7,183.11	384,532.21	95.21%
FEMA-GREYBEARD	15	218,232.00	1,887.27	240,247.22	110.09%
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	59,953.00	0.00	11,290.00	18.83%
LANDCARE	26	750.00	0.00	49.95	6.66%
TOTAL SPECIAL PROJECTS	N/A	\$ 3,064,183.63	\$ 10,763.07	\$ 2,861,117.05	93.37%

YTD
Collected
% Difference
28.57
(0.47)

22.03

YTD
EXP
% Difference
41.90
31.69
(174.17)
43.70
91.01
63.76
57.70
40.71
90.91

35.23

YTD
EXP
% Difference
(18.10)

(18.10)

\$32.09

SEPTEMBER 2020 - MONTH 3 OF FISCAL YEAR 2020-2021

REVENUES

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	1,793,830.92	448,457.73	272,530.60	(175,927.13)
WATER FUND	30	311,250.00	77,812.50	79,242.56	1,430.06
TOTAL REVENUES GENERAL & WATER FUNDS		2,105,080.92	526,270.23	351,773.16	(174,497.07)

EXPENSES

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	53,562.00	5,447.39	5,420.65	26.74
ADMINISTRATION	10	451,465.00	101,788.78	78,476.52	23,312.26
PUBLIC BUILDINGS	10	126,995.10	87,199.04	58,843.49	28,355.55
POLICE	10	438,913.82	87,428.33	65,335.41	22,092.92
BUILDING AND ZONING	10	76,310.00	2,350.06	1,112.05	1,238.01
PUBLIC WORKS	10	249,157.00	21,708.42	14,380.08	7,328.34
STREET	10	252,346.00	32,086.37	24,965.95	7,120.42
SANITATION	10	122,982.00	27,326.34	18,606.72	8,719.62
ENVIRON,CONS,REC	10	22,100.00	(4,103.10)	875.00	(4,978.10)
TOTAL EXPENSES GENERAL FUND		1,793,830.92	361,231.63	268,015.87	93,215.76

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	311,250.00	77,812.50	30,559.36	47,253.14
TOTAL EXPENSES WATER FUND		311,250.00	77,812.50	30,559.36	47,253.14

TOTAL EXPENSES GENERAL & WATER FUNDS	\$2,105,080.92	\$439,044.13	\$298,575.23	\$140,468.90
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GENERAL FUND INCOME/LOSS - YTD **\$4,514.73**

WATER FUND INCOME/LOSS - YTD **\$48,683.20**

NET INCOME - YTD 2020 **\$53,197.93**

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,217,245.77	1,692.69	2,115,284.03	95.40%
PUBLIC WORKS BLDG	14	403,888.86	7,183.11	384,532.21	95.21%
FEMA-GREYBEARD	15	218,232.00	1,887.27	240,247.22	110.09%
FEMA-TEXAS ROAD	16	50,000.00	0.00	38,071.55	76.14%
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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	59,953.00	0.00	11,290.00	18.83%
LANDCARE	26	750.00	0.00	49.95	6.66%
TOTAL SPECIAL PROJECTS	N/A	\$ 3,064,183.63	\$ 10,763.07	\$ 2,861,117.05	93.37%



TOWN OF MONTREAT

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

TOWN OF MONTREAT OATH OF Zoning Official and Code Enforcement Officer

"I, Scott Adams, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, the Constitution and laws of North Carolina, and the regulations of the Zoning Ordinance for the Town of Montreat not inconsistent therewith, and that I will faithfully discharge the duties of my office as Zoning Official and Code Enforcement Officer, so help me God."

This the _____ day of _____, 2020.

Scott Adams

Tim Helms, Mayor

Angie Murphy, Town Clerk

Witness: _____

Witness: _____

**TOWN OF MONTREAT
FISCAL YEAR 2021
BUDGET AMENDMENT # 3**

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, 2021.

Department(s): GENERAL FUND AND SPECIAL REVENUE FUND

Purpose: TO APPROPRIATE MONEY FROM THE GENERAL FUND, WHERE REIMBURSED ALBERTO FUND MONEY WAS DEPOSITED, TO THE SPECIAL REVENUE FUND

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

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
APPROPRIATED FUND BALANCE	10-00-3905-900		\$123,990.00	N/A
DUE FROM CENTRAL	10-00-1010-001	\$123,990.00		N/A
INTERFUND TRANSFER FROM GF TO SRF	25-20-5600-914	\$123,990.00		\$123,990.00
DUE TO SRF	25-00-1010-001		\$123,990.00	N/A

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

Darlene Carrasquillo
Finance Officer

11-4-2020
Date

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

Adopted this _____ day of _____, _____.

Recorded and filed:

Budget Officer/Town Administrator

Date

Town Clerk

Date



November 3rd, 2020

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Alex Carmichael
Town of Montreat
PO Box 423
Montreat, NC 28757

SUBMITTED FOR: Estimate for Design Services for Texas Road Bank Stabilization
Asheville, North Carolina Project # TBD

I SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the “Texas Road Bank Stabilization” project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A. and its consultants.

Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have been provided to date.

A. Survey

1. Complete boundary survey, ground topo (1’ contours) and utility locates for project area.

B. Preliminary Feasibility / Analysis:

1. Attend project kick-off meeting with Owner and Design Team.
2. Coordinate available information and determine needs for additional information necessary to obtain approvals for the project.
3. Identify any improvements that may be necessary to accommodate full reinstallation of new wall and roadway section.
4. Complete preliminary analysis of the project and determine most cost-effective wall design to meet Town objectives.
5. Develop Base Maps from Boundary and Topographic Survey provided in digital AutoCAD format from as-built survey information provided by registered surveyor hired by owner.
6. Develop quality take off and preliminary cost estimate for site work.

7. Attend meeting with client. Develop timeline and strategy for proceeding to the next stage of construction documents.

C. Construction Documents: (This section indicates each of the permits that will be applied for and final plans to be issued).

1. **Site / Staking Plan**

Refine existing conceptual plans to incorporate changes requested by owner and comments received during the regulatory approval process.

2. **Grading / Erosion Control / Storm Drainage Design**

- a. Design grading plan to accommodate requirements of the NCDEQ. Plan will include erosion control and storm drainage layout.
- b. Submittal of Grading, Erosion Control and Storm Water Management Plan with supporting design calculations to the NCDEQ Erosion Control Department to secure Grading/ Erosion Control Permit and Storm Water Discharge Permit.
- c. Design of retaining wall system to be utilized. Design includes foundation preparation, backfill details, wall geometry, stacking details and cross sections.

3. **Corps of Engineers Permit/Environmental Permitting**

- a. Make submittal to US Army Corps of Engineers for Nationwide 404 Permit to approve stream impacts / bank stabilization. Permitting will be limited to repair existing impact and will not involve permitting any new stream impacts. It is anticipated that a Nationwide Permit will be utilized. Impacts in excess of this will be outside of this scope.

D. Contract Administration Services:

1. **Bidding/Contract Execution**

- a. Submit final construction drawings to owner for approval prior to bidding the project and incorporate any identified revisions accordingly.
- b. Prepare a final engineer's construction cost estimate to present to the Town.
- c. Prepare Public Bid Documents and Contract Documents necessary to complete the bidding process.
- d. Coordinate contract review and approval by Town and coordinate bid advertisement.
- e. Coordinate and conduct Pre-bid meeting.

- f. Address questions from bidders and issue any required addenda to plan holders during bidding process.
 - g. Conduct bid opening at the time & location specified by the Town.
 - h. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the Town.
 - i. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.
 - j. Assist in execution of Contract and issuance of Notice to Proceed.
2. **Administering Contract through Project Completion.**
- a. Review Applications for payment for concurrence with approved schedule of values and make recommendation to approve or deny.
 - b. If change order requests are made, review for legitimacy and accuracy and make recommendation to owner to deny or approve.
 - c. Upon Project completion assist owner in finalizing contract (Once all punch list items are completed) and releasing final lien waivers.

E. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

- 1. Attend construction meetings as requested including required pre-construction, monthly and other meetings. Estimated number of meetings: six (6)
- 2. Review shop drawings and other submittals for compliance with approved plans.
- 3. Periodic Inspections to determine general compliance of the work with the plans and specifications, which inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. (20 visits estimated)
- 4. Provide construction materials testing services during construction. Review backfill, foundation preparation and all elected wall materials for conformance to design drawings.
- 5. Attendance at one final inspection for entire project to determine that the items have been installed in general conformance with the plans and specifications to prepare for final agency inspection.

II CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required. The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III ADDITIONAL SERVICES

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. Design of off-site utility extensions necessary to serve the project other than described.
3. Change in scope of services as defined within this proposal.
4. Changes required due to contractor error.
5. Design modifications requested by Owner after submittals.
6. Design changes due to error in base survey information.
7. No Rise flood study is not included since wall is to be reinstalled at existing location.
8. Fast track packaging of construction documents.
9. Geotechnical exploration time is included, however it assumes the Town will be able to dig necessary test pits.

IV SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V COST FOR SERVICES

Fees for the above scope of services are estimated as follows:

A. Survey	\$ 6,700
B. Preliminary Feasibility/Analysis	\$ 8,500
C. Construction Documents:	\$ 25,500
D. Contract Administration:	\$ 8,500
E. Construction Observation:	<u>\$ 9,200</u>
TOTAL:	\$ 58,400

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$ 95/hr
Contract Administrator	\$ 90/hr
Civil Engineer Technician	\$ 80/hr
CAD Technician	\$ 70/hr
Construction Inspector	\$ 60/hr
Office Administrator	\$ 40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client. These rates are valid through December 31, 2019 at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI PROPOSAL DURATION

This proposal shall be valid for thirty (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or _____, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, PA. due to termination of project by Client shall be paid by Client. Respectfully submitted _____

Civil Design Concepts, P.A.

(Date)

(Date)

CONSULTING SERVICES AGREEMENT

This contract entered into _____ by & between _____, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated _____ to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services; Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design Concepts has no control over market conditions or bidding procedures, Civil

Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed \$1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services"
Date: _____

Civil Design Concepts, P.A.

Client: _____

Signature: _____

Client Authorized Signature: _____

Name: _____

Print Name: _____

Title: _____

Address: _____

**168 Patton Avenue
Asheville, NC 28801**

**52 Walnut Street – Suite 9
Waynesville, NC 28786**