

**Town of Montreat
Board of Commissioners Meeting – Public Forum
December 9, 2021 – 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
December 9, 2021 – 7:00 p.m.
In person and Zoom software**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor's Communications

IV. Consent Agenda

A. Meeting Minutes Adoption

- November 11th Town Council Public Forum Meeting Minutes
- November 11th 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
- Boards and Commissions Update
- 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. Adopt Rules for Voting on and Installing a Candidate to fill Board Member Vacancy ending December 8 , 2022

- **Suggested Motion: Move to approve Suggested Rules for Filling Board Vacancy as presented.**

B. Nomination and Ballot Voting

C. Oath of Office

D. Recognition of Service from Officers William “Mac” McClintock and Ed Teeters

- **No action**

E. Budget Amendment #4

- **Suggested Motion: Move to approve/deny Budget Amendment #4 in the amount of \$4,500 in order to pay for Contract Services in the Sanitation Department.**

F. Memorandum of Understanding with Buncombe County to provide Permit and Inspection Services

- **Suggested Motion: Move to approve/deny Memorandum of Understanding as presented.**

G. Motion to revive consideration

- **Suggested Motion: Move to revive consideration of the bid to Nealon Planning and J.M. Teague Engineering and Planning and to authorize the Mayor and Town Administrator to negotiate and sign the contract.**

H. Move to withdraw a motion

- **Suggested Motion:** Move to withdraw motion of the bid to Nealon Planning and J.M. Teague Engineering and Planning and to authorize the Mayor and Town Administrator to negotiate and sign the contract.

I. Awarding the Bid for Consulting Services

- **Suggested Motion:** Move to approve/deny the bid to MS Consultants Inc. and to authorize the Mayor and Town Administrator to negotiate and sign a two-part contract up to \$40,000 in this fiscal year, with a supplemental contract next fiscal year.

J. Ordinance # 21-12-0001 Establishing a Stormwater Review Committee

- **Suggested Motion:** Move to Call for a Public Hearing on Ordinance #21-12-0001 at the regular meeting of the Board of Commissioners in January of 2022.

K. Stormwater Consultant

- **Suggested Motions:** Move to direct staff to: A) *Prepare a budget amendment appropriating fund balance*; or B) *Prepare a budget amendment re-appropriating funds from capital projects*; or C) *incorporate funding in the FY2022/2023 annual budget for a stormwater review consultant.*

L. Establishing Water Service in the Upper Graybeard ETJ

- **Suggested Motion:** Move to approve/deny establishing water service in the ETJ.

M. Fee Schedule Amendment

- **Suggested Motion:** Move to approve/deny the amendment of the FY 2021-2022 Fee Schedule as presented, beginning January 1, 2020.

XI. Public Comment

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

XII. Commissioner Communications

XIII. Dates to Remember

- Board of Adjustment December 13, 2021 4:00 p.m. – 9:00 p.m. by Zoom Software and in person attendance at Gaither Chapel
- Board of Adjustment December 15, 2021 10:00 a.m. – 6:00 p.m. by Zoom Software and in person attendance at Montreat Town Hall
- Board of Adjustment December 16, 2021 7:00 p.m. by Zoom Software in person attendance at Montreat Town Hall
- Town Services Closed December 24 & 27, 2021 for Christmas Holiday. Sanitation Services will resume on December 28th at 8:00 a.m.
- Tree Board will not meet in the month of December
- Town Services Closed January 3, 2022 for New Year's Holiday. Sanitation Services will resume on January 4th at 8:00 a.m.
- Planning & Zoning Commission Meeting January 13, 2022 10:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- Town Council Meeting January 13, 2022 7:00 p.m. by Zoom Software and in person attendance at Montreat Town Hall. Public Forum begins at 6:30 p.m.

XIV. Adjournment

**Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
November 11, 2021 – 6:30 p.m.
Town Hall & Zoom**

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

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Scott Adams, Zoning Administrator

Approximately twelve 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 asking those in attendance to remember all veterans.

Agenda Approval

Mayor Pro Tem Widmer moved to adopt the agenda as presented. Commissioner Jane Alexander seconded and the motion carried 5/0.

Public Forum

Dr. Mary Standaert of 118 Shenandoah Terrace thanked Mayor Helms for recognizing today as Veteran's Day. Dr. Standaert went on to express her concerns that on October 14th a staff member came down with a breakthrough case of COVID-19. This same staff member attended both a Planning & Zoning and a Town Council Meeting prior to he/she testing positive. Dr. Standaert expressed her dismay that only members of both Boards were contacted and she asked how the Town will respond to incidents like this in the future. Mayor Helms met with Dr. Standaert earlier in the week and had a very productive conversation. Mayor Helms stated that a process has been instituted, beginning this meeting, which involves all attendees to sign in with names and contact numbers. If a similar incident occurs in the future all attendees will be notified.

Priscilla Hayner of 319 Assembly Drive thanked Town Staff for all their Board of Adjustment (BOA) preparations and thanked members of the BOA for all their hard work during the long meetings that have occurred recently. Ms. Hayner expressed her concerns in that the next BOA meeting will be moved from Graham Chapel to Town Hall which limits the number of attendees considerably. She

also mentioned that speakers in the BOA and Planning & Zoning meetings aren't using the microphones correctly which makes it very difficult to hear. Mr. Carmichael stated that Graham Chapel was not available for use on the 17th. Mayor Pro Tem Widmer had recently met with Montreat College President Paul Maurer to confirm future availability of the chapel. The chapel is used intermittently throughout the day so it is only available for meetings that can begin at 4 p.m. or later. Ms. Hayner mentioned that if an off-site location was chosen for the BOA meeting that it would be possible to bring in audio visual equipment. Mayor Helms stated that this would be an additional cost to the Town. Mayor Helms asked Town Staff to remind board members to use the microphones correctly.

Martha Campbell of 149 Maryland Place stated that she had attended this evening to recommend a sign-in sheet for all attendees and thanked whomever had suggested it for future meetings. Mrs. Campbell questioned that in addition to the COVID funds that have been reported before she was wondering if the Town has applied for any of the County money that is available. Mrs. Campbell also encouraged Town leaders and Staff to be ready to apply for funds from the new infrastructure bill.

Bill Scheu of 146 Eastminster Terrace spoke in his capacity as Planning & Zoning Chair and gave a brief update of the morning's meeting activities. Mr. Scheu stated that if Council approves the Comprehensive Plan Steering Committee Ordinance this evening P&Z will quickly move to establish the committee and choose a chairperson. Mr. Scheu asked the Mayor to appoint a Commission member to the Comprehensive Plan Steering Committee and the Mayor stated that he was going to sit on the Committee. Mr. Scheu also recommended the Commission approve ordinance revisions for septic and wells that is up for a vote this evening. Mr. Scheu stated that P&Z serves as the stormwater advisory committee and they would like to set up a special committee to evaluate the ordinance. Future topics for discussion for P&Z include the Sign Ordinance, Setbacks and the Hillside Ordinance.

Wade Burns of 211 Virginia Road expressed his desire to buy water from the Town for his property on upper Greybeard in the ETJ. Mr. Burns believes it's in the best interest of the Town to annex and he will continue working with other property owners in the ETJ about voluntary annexation.

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Adjournment

Commissioner Kitty Fouche moved to adjourn the meeting. Commissioner Alice Lentz 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
Meeting Minutes
November 11, 2021 – 7:00 p.m.
Zoom Meeting with in person attendance**

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

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
Scott Adams, Zoning Administrator
Jarod McIntosh, Senior Water Operator

Town staff present via Zoom: None

Approximately thirteen members of the public were present at Town Hall and several more were watching via Zoom. Mayor Helms called the meeting to order at 7:00 p.m., and led the group in the pledge of allegiance and a moment of silence.

Agenda Approval

Commissioner Alice Lentz moved to adopt the agenda as amended. Commissioner Kent Otto seconded and the motion carried 5/0.

Mayor's Communications

Mayor Helms reminded those in attendance that it was Veteran's Day and asked for everyone to remember those who served and to celebrate the freedoms brought to us by their sacrifices.

Meeting Minutes Adoption

- October 14th Town Council Public Forum Meeting Minutes
- October 14th Town Council Meeting Minutes

Public Hearing: Ordinance Amendments for Septic and Wells

Dr. Mary Standaert of 118 Shenandoah Terrace stated that she had attended the P&Z Meetings about septic and wells and she was very glad to see it all getting cleared up. She asked if the ordinance changes will allow property owners in the ETJ to apply for wells. Zoning Administrator Scott Adams stated that these changes would allow for people to apply for a permit from the Buncombe County Health Department. Dr. Standaert also asked what would happen if property owners couldn't get a well due to lot size. Mr. Adams stated that the Buncombe County Health Department would investigate the site and then make a determination on the matter.

Commissioner Kitty Fouche asked if two property owners would be able to share a well. Mr. Adams stated that he thought that was possible but that properties would have to meet Buncombe County Health Department regulations and standards.

Martha Campbell of 149 Maryland Place stated that she had notice the prohibition on privies had been removed and Mr. Adams stated that it had since been put back into the ordinance. Mrs. Campbell also asked if multiple lots owned could be combined. Mr. Adams stated that yes this was a classic example of land assembly.

Town Administrator's Communications

Mr. Carmichael stated that he recently reached out to the Town Attorney about differential water rates in the Town limits versus the ETJ. NC General Statue 160a-314 gives Town's the authority to establish water rates and classes. Mr. Carmichael invited Senior Water Operator Jarod McIntosh to come up and share some information about water rates with the Board. Mr. McIntosh stated that the Town of Montreat currently charges \$4.95 per 1000 gallons for water inside the Town limits. The Town of Black Mountain charges \$7.51 per 1000 gallons for water inside Town limits and \$12.23 per 1000 gallons for water outside Town limits. Mr. McIntosh also mentioned that the Town of Montreat has other costs associated with water rates and taps that aren't being considered in current Montreat pricing. Mr. Carmichael stated that it was better to conduct a rate study with the NC Rural Water Association and garner public input before raising rates outside the budget cycle.

Mr. Carmichael also stated that Town Staff were continuing to have conversations with FEMA and representatives had been onsite this week in Montreat to look at uncompleted projects from Tropical Storm Fred.

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.

Public Comment

Martha Campbell of 149 Maryland Place thanked Planning & Zoning and Board of Adjustment for their recent work and encouraged the Board of Commissioners to pass a resolution thanking both boards for their tireless work. Mayor Helms stated that a resolution had been passed for Planning & Zoning earlier in the summer and he felt certain they would do the same for Board of Adjustment when the time comes. Mrs. Campbell also asked the Council to share the final costs to the Town for the Board of Adjustment Special Hearing when the whole process is finished. Commissioner Kitty Fouche asked Town Administrator Alex Carmichael if he knew the costs incurred so far. Mr. Carmichael stated that roughly \$21,235.95 has been spent so far on case preparation, training and meeting costs.

Shirley Mitchell of 201 Harmony Lane stated her concerns that the Montreat Stewards has not been allowed to speak at the hearings. Mayor Helms advised that currently the MRA is presenting their case and when they are finished the other parties will have their time as well.

Old Business

There was no new business to discuss.

New Business

- A. Second Reading of Ordinance #21-10-0001 Establishing Comprehensive Plan Update Steering Committee: Commissioner Kitty Fouche moved to approve Ordinance #21-10-0001 as presented. Commissioner Jane Alexander seconded and the motion carried 5/0.
- B. Ordinance Revisions for Septic and Wells: Commissioner Kent Otto moved to approve General Ordinance Revisions for Septic and Wells as presented. Mayor Pro Tem Tom Widmer seconded

and the motion carried 5/0. Mayor Pro Tem Tom Widmer thanked the P&Z Commission for all their hard work on the revisions.

- C. Budget Amendment #3: Town Administrator Alex Carmichael stated this Budget Amendment is in response to the Request for Proposals that Town Staff distributed for a consultant for the Comprehensive Plan Update Steering Committee. The lowest bid was over \$44,000 so this Budget Amendment is allowing for \$10,000 more to be moved for the Comprehensive Plan Update Steering Committee Consultant fees. Mr. Carmichael hopes that Town Staff can negotiate the final costs down. Commissioner Jane Alexander moved to approve Budget Amendment #3 in the amount of \$10,000 in order to pay for the Comprehensive Plan Update. Commissioner Alice Lentz seconded and the motion carried 5/0.
- D. Awarding the Bid for Consulting Services: Mayor Pro Tem Tom Widmer moved to table this discussion. Mayor Pro Tem Widmer felt that after reviewing the proposal he found some significant concerns. In the proposal there is very little involvement of the Comprehensive Plan Update Steering Committee. He doesn't feel it will be a collaborative effort. Mayor Pro Tem Widmer also has some concerns about the extra costs. There is also no reference to reviewing the 2008 Comprehensive Plan. Mayor Helms directed Town Administrator Alex Carmichael, Mayor Pro Tem Tom Widmer and Planning & Zoning Chair Bill Scheu to meet with the firm in question and talk out the concerns. Commissioner Kitty Fouche seconded and the motion was tabled 5/0.

Public Comment

Dr. Mary Standaert of 118 Shenandoah Terrace thanked Mayor Pro Tem Widmer for his insightful analysis of the Bid for Consulting Services. Dr. Standaert mentioned that a very tight time table has been established to get the Comprehensive Plan back to the Commission by a set date and she wondered if this previous motion would cause problems.

Commissioner Communications

Commissioner Alice Lentz read a letter of resignation effective December 9, 2021. Commissioner Lentz took the opportunity in her letter to thank her fellow Council members, Town Staff and residents for their support. Commissioner Lentz plans to spend time with her family and focusing on other endeavors. Mayor Helms thanked her for her hard work and dedication to the Board.

Mayor Pro Tem Tom Widmer reminded the public to send in their "thank you" notes for Town Staff which will be presented to Staff at the appreciation luncheon next week. Mayor Pro Tem Widmer also thanked the Presbyterian Heritage Center, specifically Nancy Midgette, for collaborating with the Town on a new column for the Montreat Minute called "Did you know?".

Dates to Remember

- Board of Adjustment November 17, 2021 10:00 – 5:00 p.m. by Zoom Software and in person attendance at Town Hall with overflow attendance in Moore Center
- Montreat Tree Board November 23, 2021 9:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- Town Services Closed November 25-26th for Thanksgiving Holiday
- Montreat Landcare December 1, 2021 9:00 a.m. Allen Building
- Planning & Zoning Commission Meeting December 9, 2021 10:30 a.m. by Zoom Software and in person attendance at Montreat Town Hall
- Town Council Meeting December, 2021 7:00 p.m. by Zoom Software and in person attendance at Montreat Town Hall. Public Forum begins at 6:30 p.m.

Adjournment

Commissioner Alice Lentz moved to adjourn the meeting. Mayor Pro Tem Tom Widmer seconded and the motion carried 5/0. The meeting was adjourned at 7:46 p.m.

Tim Helms , Mayor

Angie Murphy, Town Clerk

**ADMINISTRATIVE REPORTS:
ADMINISTRATION**

Town Administration report for the month of December 2021

Monthly Statistics	2020	2021
Public Meetings	5	6
Inter-Organizational /Intergovernmental Meetings	3	1
Agendas Prepared	4	5
Minutes Transcribed	4	3
Resolutions Drafted	0	0
Public Records Requests Processed	0	1
Water Bills Processed	674	676
Leak Adjustments	10	1
New Water Accounts Established	1	3
Purchase Orders	69	77
Professional Development Hours	16	30
Sunshine List Messages		12
Website Posts	9	12
Social Media Posts	0	0
Code Red Alerts	1	0
Workers Compensation Claims	0	0

Upcoming Events and Schedule Changes

Town Offices will be closed November 24th and 27th for the holiday.

Comments

N/A

Staff Communications

N/A



TOWN OF MONTREAT

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

ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the month of December 2021

Monthly Statistics	2020	2021
Building Permits Issued	7	7
Pending Building Permits	0	0
Building Inspections Performed	26	15
Stop Work Orders Issued	0	0
Defective Building Posted	0	0
Denied Building Permits	0	0
Fire Inspections Performed	0	0
Fire Re-Inspections Performed	0	0
Fire Permits Issued	0	0

Comments

Staff Communications



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ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of September , 2021

Monthly Statistics	2020	2021
Miles of Road Maintained	17.12	17.12
Miles of New Road Constructed	0	0
Public Trees Removed	0	0
Sand Applied to Roads (tons)	0	0
Ice Melt Applied to Roads (pounds)	100#	0
Monthly Fuel Costs	244.24	364.23
Contracted Employee Staff Hours	0	0
Road Closures	2	0

Comments

We have just a few more areas of concern to repair and our patching will be wrapped up for the season. We have completed the repairs to the Arbor lane foot bridge, it is reopened to public traffic. We have also finished making repairs to Calvin Trail which was damaged during Tropical storm Fred. Leaf season is upon us so please be aware of crews in the ditches and roadways . We are also making plans to work on our tree removal list over the next few months.



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ADMINISTRATIVE REPORTS: POLICE DEPARTMENT

Police Department report for the month of November , 2021

Monthly Statistics	2020	2021
Mileage	2,739	2,010
Dispatched Calls	40	18
Officer-Initiated Calls	522	537
Fire Assistance Calls	0	2
EMS Assistance Calls	1	1
Motorist/Other Assistance Calls	26	24
Traffic Stops	41	10
Parking Issues	5	4
Burglar Alarm Responses	3	0
Fire Alarm Responses	0	3
Residential/Building Checks	422	463
Ordinance Violations	6	1
Law Enforcement Agency Assistance Calls	22	20
Animal Control Calls	1	0
Larcenies	5	1
Breaking & Entering Calls	0	0
Suspicious Person Investigations	1	5
Suspicious Vehicle Investigations	3	2
Disturbance Calls	9	2
Accident Responses	1	0
Auxiliary Hours Worked (Regular)	32	32
Auxiliary Hours Worked (Addittional)	92	0
Truck Turns at Gate	4	11
MPD Fuel Cost	\$ -	\$0.00
Professional Development Hours	0	72
Town Service	519	531
MRA Service	127	277
College Service	6	6

Comments

A reminder, our non-emergency number has changed. You can reach the MPD Officer on duty through Buncombe County Dispatch. 828-250-6670.



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of November , 2021

Monthly Statistics	2020	2021
Calls for Service	32	62
Water Leaks Repaired	0	0
New Water Lines Installed	0	0
Water Meters Read	674	674
Water Meter Replacements	0	0
Gallons of Water Produced	3161574	3,296,577
Monthly Fuel Cost	310.46	\$ 331.63
Hours Pumped (11 wells combined)	1555	1,951

Comments

We would like to wish everyone a Merry Christmas . We hope you all have a safe and Blessed Holiday.



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ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of December , 2021

Monthly Statistics	2020	2021
Tons of Curbside Trash Collected	20.69	20.33
Pay-As-You-Throw Trash Bags Collected	0	71
Tons of Curbside Recycling Collected	5.7	4.13
Pay-As-You-Throw Recycling Bags Collected	0	59
Cardboard Recycling Collected	1.2	0.66
Unique Curbside Sanitation Stops	0	1,849
Bagged Leaf Pickup	0	603.00
Brush Pickup (cubic yards)	0	4 loads
Hauling Fees	2171.39	\$1,418.80
Tipping Fees	597.83	\$1,331.27
Dumpster Rental Fees	203.92	\$203.92
Sanitation Fuel	255.87	\$ 188.40

Comments:

We would like to ask folks that as the leaf season picks up for folks to please do not put rocks and dirt in t



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ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zonning Administration report for the month of November , 2021

Monthly Statistics	2020	2021
Approved Zoning Permits	0	1
Denied Zoning Permits	0	0
Pending Zoning Permits	0	2
Variance/Interpretation Granted	0	1
Conditional Use Permits Granted	0	0
Permit Extensions Granted	0	0
Sign Permits Issued	0	0
Notices of Violation	0	0

Comments

OCTOBER 2020 - MONTH 4 OF FISCAL YEAR 2020-2021

REVENUES

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	1,793,830.92	597,943.64	427,974.09	(169,969.55)
WATER FUND	30	311,250.00	103,750.00	109,924.95	6,174.95
TOTAL REVENUES GENERAL & WATER FUNDS		2,105,080.92	701,693.64	537,899.04	(163,794.60)

EXPENSES

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	53,562.00	17,854.00	5,104.14	12,749.86
ADMINISTRATION	10	451,465.00	150,488.33	135,981.13	14,507.20
PUBLIC BUILDINGS	10	126,995.10	42,331.70	86,606.75	(44,275.05)
POLICE	10	438,913.82	146,304.61	114,333.73	31,970.88
BUILDING AND ZONING	10	76,310.00	25,436.67	2,881.63	22,555.04
PUBLIC WORKS	10	249,157.00	83,052.33	170,114.31	(87,061.98)
STREET	10	252,346.00	84,115.33	59,735.54	24,379.79
SANITATION	10	122,982.00	40,994.00	37,521.82	3,472.18
ENVIRON,CONS,REC	10	22,100.00	7,366.67	(4,092.15)	11,458.82
TOTAL EXPENSES GENERAL FUND		1,793,830.92	597,943.64	608,186.90	(10,243.26)

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	311,250.00	103,750.00	69,045.93	34,704.07
TOTAL EXPENSES WATER FUND		311,250.00	103,750.00	69,045.93	34,704.07

TOTAL EXPENSES GENERAL & WATER FUNDS	\$2,105,080.92	\$701,693.64	\$677,232.83	\$24,460.81
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GENERAL FUND INCOME/LOSS - YTD **(\$180,212.81)**

WATER FUND INCOME/LOSS - YTD **\$40,879.02**

NET INCOME - YTD 2022 **(\$139,333.79)**

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,294,320.77	946.00	2,222,293.91	96.86%
PUBLIC WORKS BLDG	14	403,888.86	765.00	396,138.50	98.08%
FEMA-GREYBEARD	15	218,232.00	1,828.62	242,684.30	111.20%
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	57,060.03	95.17%
LANDCARE	26	750.00	0.00	49.95	6.66%
CARES ACT GRANT	27	9,697.06	0.00	782.96	8.07%
TOTAL SPECIAL PROJECTS		\$ 3,150,955.69	\$ 3,539.62	\$ 3,028,723.29	96.12%

OCTOBER 2021 - MONTH 3 OF FISCAL YEAR 2021-2022

REVENUES

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	1,810,952.00	603,650.67	327,257.58	(276,393.09)
WATER FUND	30	344,041.00	114,680.33	120,386.07	5,705.74
TOTAL REVENUES GENERAL & WATER FUNDS		2,154,993.00	718,331.00	447,643.65	(270,687.35)

EXPENSES

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	50,471.00	16,823.67	4,432.02	12,391.65
ADMINISTRATION	10	446,567.00	148,855.67	139,822.86	9,032.81
PUBLIC BUILDINGS	10	138,557.00	46,185.67	20,963.77	25,221.90
POLICE	10	438,373.00	146,124.33	134,875.26	11,249.07
BUILDING AND ZONING	10	107,506.00	35,835.33	17,122.63	18,712.70
PUBLIC WORKS	10	109,020.00	36,340.00	33,035.28	3,304.72
STREET	10	395,462.00	131,820.67	67,428.94	64,391.73
SANITATION	10	102,096.00	34,032.00	40,124.44	(6,092.44)
ENVIRON,CONS,REC	10	22,900.00	7,633.33	2,919.81	4,713.52
TOTAL EXPENSES GENERAL FUND		1,810,952.00	603,650.67	460,725.01	142,925.66

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	344,041.00	114,680.33	73,367.53	41,312.80
TOTAL EXPENSES WATER FUND		344,041.00	114,680.33	73,367.53	41,312.80

TOTAL EXPENSES GENERAL & WATER FUNDS	\$2,154,993.00	\$718,331.00	\$534,092.54	\$184,238.46
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GENERAL FUND INCOME/LOSS - YTD **(\$133,467.43)**

WATER FUND INCOME/LOSS - YTD **\$47,018.54**

NET INCOME - YTD 2022 **(\$86,448.89)**

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	2,295,425.77	0.00	2,222,293.91	96.81%
PUBLIC WORKS BLDG	14	403,888.86	0.00	396,138.50	98.08%
FEMA-GREYBEARD	15	218,232.00	0.00	242,684.30	111.20%
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	183,943.00	0.00	57,060.03	31.02%
LANDCARE	26	750.00	0.00	49.95	6.66%
CARES ACT GRANT	27	9,697.06	0.00	3,828.57	39.48%
AMERICAN RESCUE PLAN ACT	28	138,633.39	0.00	0.00	0.00%
TOTAL SPECIAL PROJECTS		\$ 3,414,684.08	\$ -	\$ 3,031,768.90	88.79%

Date of Deposit	Jul-20	Jul-21	% +/-	Aug-20	Aug-21	% +/-	Sep-20	Sep-21	% +/-	Oct-20	Oct-21	% +/-	Nov-20	Nov-21	% +/-
AdVal/RMV (Includes Sp Assess&Ded Fees)	1,392.91	2,920.94	52%	1,017.11	3,457.81	71%	46,660.36	106,638.16	56%	116,236.34	122,923.63	5%	69,383.54	60,228.54	-15.20%
Sales	28,659.10	40,374.75	29%	31,023.08	41,390.38	25%	36,448.63	45,270.46	19%	35,569.11	45,114.37	21%	34,853.46	41,479.39	15.97%
Solid Waste (Quarterly)				163.22	179.40	9%							175.32	173.79	-0.88%
Utility Fran (Quarterly)							17,308.49	18,360.31	6%						
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



Town of Montreat

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

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

MEMORANDUM: 2019-0801

To: Mayor Helms and the Town of Montreat Board of Commissioners
From: Alex Carmichael, Town Administrator
Date: August 1st, 2019
Subject: Procedure for Filling Board of Commission Vacancy

SUMMARY: When a vacancy occurs on the Board of Commissioners it is necessary to fill the vacancy locally. The method for filling such a vacancy is regulated by state statute, local policy, and “generally accepted principles of parliamentary procedure.”

BACKGROUND: I was asked to investigate the procedure for filling a vacancy on the Board of Commissioners. I researched policy, precedent, and limitations by consulting NC general statutes, Town Ordinances, the Town Charter and amendments, School of Government print and digital publications, the Board of Commissioners’ Rules of Procedure, and Roberts Rules of Order. By virtue of these regulations and guidelines I found that the Board of Commissioners may fill a vacancy through the ‘Nomination-and-Ballot’ method of election.

POLICY: Policy parameters for filling vacancies on the Board of Commissioners are set by state statute, the Town Charter as amended, and the Commission’s Rules of Procedure.

NC General Statue 160A-63 states:

“A vacancy that occurs in an elective office of a city shall be filled by appointment of the city council. If the term of the office expires immediately following the next regular city election, or if the next regular city election will be held within 90 days after the vacancy occurs, the person appointed to fill the vacancy shall serve the remainder of the unexpired term. Otherwise, a successor shall be elected at the next regularly scheduled city election that is held more than 90 days after the vacancy occurs, and the person appointed to fill the vacancy shall serve only until the elected successor takes office. The elected successor shall then serve the remainder of the unexpired term...”

Two methods have been utilized to fill board vacancies: the Motion-and-Vote method, and the Nomination-and-Ballot Method. G.S. 160A-63 does require local boards to fill a vacancy but does not directly prescribe the method for doing so. One important caveat is that G.S.160A-71(c) requires city councils follow rules not inconsistent with “generally accepted principles of parliamentary procedure.” The 10th edition of Roberts Rules of Order does specifically prescribe

the Nomination-and-Ballot method, which suggests municipalities are to follow this method (Roberts' Rules □46.)

The 1967 Town of Montreat Charter specified that the Board of Commissioners would consist of three members, one of whom would be selected by the Board to serve as Mayor. The original Charter did not specify how vacancies on the Board would be filled. However, the 1985 Charter Amendment states that vacancies ... "shall be filled by appointment of the Board as provided in G.S. 160A-63." None of the subsequent charter amendments altered this process.

Rule 30 of the Montreat Board of Commissioners' Rules of Procedure addresses appointments. "The Board may not consider or fill a vacancy among its own membership except in open session." Rule 30 goes on to dictate the 'Nomination-and-Ballot' method for appointments to *other* boards and committees, though omits the Board of Commissioners from this requirement.

CONSIDERATIONS: Two additional factors should be considered: election cycle of the unexpired term and precedent.

Because the term of the office of the potential vacancy expires immediately following the next regular election the person appointed to fill the vacancy shall serve the remainder of the unexpired term.

A mixed precedent exists with the Board of Commissioners filling vacancies. In 2015, then Commissioner Tim Helms resigned his membership with the Board of Commissioners in order to assume the Office of the Mayor. The Board of Commissioners filled the vacancy through the 'Motion-and-Vote' method, though previously utilizing the 'Nomination-and-Ballot' method.

PROCESS: In an open meeting, Commissioners would nominate citizens to fill the vacancy. (Or the Commission could decide that everyone who has filled out an application is to be considered a nominee.) Then, each Commissioner would vote for the person he or she would like to have fill the vacancy. A person who receives a majority of the votes would be selected to fill the vacancy. If no one receives a majority, then those who receive the fewest votes should be dropped from consideration, so that the voting is between the front-runners. In using the nomination-and-ballot method, the Commission must decide beforehand whether a majority will be required to fill the vacancy, and, if so, how the lowest vote-getters will be removed for subsequent rounds of voting, if necessary. On this last point, the rules might say, for instance, that after the first round of votes, all candidates who receive zero votes would be removed. The rules might then say that after the second round, if necessary, all candidates but two will be dropped so that the third round is between the two highest vote-getters. If the nomination-and-ballot method is to be used, it is necessary to set the rules for removing low vote-getters at the very beginning.

Attachments:

- NC General Statue 160A-63: Excerpt
- Town of Montreat Board of Commissioners Rules of Procedure Rule 30: Excerpt
- Roberts Rules of Order: Excerpt
- Coates' Canon Blog: How to Fill a Vacancy on an Elected Board

JAC



Town of Montreat

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

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

MEMORANDUM: 2021-002

To: Mayor Helms and the Town of Montreat Board of Commissioners
From: Alex Carmichael, Town Administrator
Date: December 1st, 2021
Subject: Suggested Rules for Filling Board Vacancy

Suggested Nomination and Ballot Rules

Rule 1. Nominations from the Floor - In an open meeting, the Mayor or presiding officer will call for nominations. Commission members will make nominations by voice. No second is required for a nomination. The Mayor or presiding officer will then ask if there are any further nominations for the position of Board of Commission member. After nomination the Mayor or presiding officer will ask for further nominations. Once hearing no further nominations the Mayor or presiding officer will close the nomination process.

Rule 2. Ballot Election – (A) Balloting immediately follows the nomination process. Each Commission member may cast a ballot for one candidate per round of balloting. Ballots are to be written and collected by the Mayor or presiding officer. The ballots are to be counted and the result is to be announced. The candidate who receives a majority of the votes is elected to fill the vacancy.

(B) If the election does not result in a winner the Mayor or presiding officer will announce “no election” and the second round of balloting is to begin. After the first round of balloting, all candidates who receive zero votes will be removed.

(C) If a winner is not determined after the second round of balloting, all candidates but two will be dropped so that the third round is between the two highest vote-getters.

Rule 3. Election to Vacancy on Board of Commissioners – Once a winner is determined the Mayor or presiding officer shall announce that “_____ is elected to the Board of Commissioners.” The term of the newly elected member shall begin immediately, and the new member will participate fully in the remainder of business of the current meeting.

JAC



TOWN OF MONTREAT

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

COMMISSIONER OATH OF OFFICE

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

Effective this 9th day of December, 2021.

Commissioner

Angela M. Murphy
Town Clerk

Witness: _____

Witness: _____

**TOWN OF MONTREAT
FISCAL YEAR 2022
BUDGET AMENDMENT # 4**

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, 2022.

Department(s): STREETS AND SANITATION

Purpose: To move money from the Streets Department to the Sanitation Department in order to pay for Contract Services in the Sanitation Department

Section 1. To amend the General Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
CONTRACT SERVICES-SANITATION	10-30-5800-450	\$4,500.00		\$4,500.00
CONTRACT SERVICES-STREETS	10-20-5600-450		\$4,500.00	\$7,254.00

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

11-22-2021
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

Town Clerk

Date

Date

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT
Between
BUNCOMBE COUNTY
And
THE TOWN OF MONTREAT
For
BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT is dated the _____ of _____, 20____ (the “Agreement”), and is between the **BUNCOMBE COUNTY** (“Buncombe County”), a body politic and corporate organized and existing under the laws of the state of North Carolina and the **TOWN OF MONTREAT** (“Town of Montreat”), a political subdivision of the State of North Carolina a municipal corporation chartered and operating under the laws of the State of North Carolina (hereinafter, collectively, the “Parties”).

WITNESSETH:

WHEREAS, from time to time, it may become necessary for the Town of Montreat to request building inspection services from Buncombe County; and

WHEREAS, Buncombe County is willing to perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis and upon request of the Town’s Building, Planning, and/or Zoning Department staff subject to the terms and conditions set forth herein; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes any unit of local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with each other in order to execute any undertaking.

NOW THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

ARTICLE I
RECITALS and PURPOSE

1.01 Recitals

The Recitals are incorporated into this Agreement.

1.02 Purpose

The purpose of this agreement is to establish the terms and conditions under which the Town of Montreat may request building inspection services from Buncombe County. This will allow, among other things, the Town of Montreat to continue the building inspections and permitting process should the Town’s building inspector be unavailable. This Memorandum of Agreement

replaces any prior building inspection services agreements between Buncombe County and the Town of Montreat. ·

ARTICLE II

TERM, AMENDMENT, and TERMINATION

3.01 Term. This Agreement shall become effective upon the properly authorized execution of the Agreement by both Parties and shall continue until superseded or terminated by either Party (“Term”).

3.02 Amendment. This Agreement may only be amended by a writing signed by the Parties. To propose an amendment to Agreement, either Party may submit the proposed amendment and the reasons for the proposed amendment in writing to the other Party per the Notice provisions in this Article II. If the Parties agree to the proposed amendment, a written amendment to Agreement shall be executed. The Parties may enter into amendments that do not have financial implications for either Party with the approval of and execution by their respective Managers. All other amendments shall require approval by the respective governing boards of the Parties.

3.03 Disputes. Notwithstanding any other provision of this Agreement, either Party may contest any decision, action or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement. If any such dispute cannot be informally resolved, then such dispute shall be resolved as provided in 7.08.

3.04 Termination. Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days written notice to the other Party per the Notice provisions in this Article II.

3.05 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Buncombe County:	Buncombe County Permits and Inspections Director 30 Valley Street Asheville, NC 28801.
-----------------------------	--

For Town of Montreat:	Town of Montreat Attn: Town Administrator P.O. Box 423 Montreat, NC 28757
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3.06 Prior Agreements Superseded. Upon the execution and delivery of this Agreement, this Agreement shall supersede any and all prior agreements, if any, and shall constitute the definitive Agreement between the Parties regarding all matters relating to the undertaking.

3.07 Survive Termination. Those obligations concerning enforcement of warranties and representations which by their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

3.08 Responsibilities of the Parties.

a. Buncombe County agrees to:

1. Perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis within twenty four (24) hours of receiving a request for the same from the Building, Planning, and/or Zoning Department staff of the Town of Montreat.
2. Promptly invoice the Town of Montreat for each inspection performed pursuant to this Agreement. Such an invoice shall include the type of inspection performed, the date of inspection, the fee and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.

b. The Town of Montreat agrees to:

1. Pay Buncombe County the rate contained in Buncombe County's fee schedule inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Montreat under this Agreement, for each inspection conducted pursuant to this Agreement.
2. The Town of Montreat agrees to remit payment to the Buncombe County Permits and Inspections Department within 30 days upon receipt of an invoice for services rendered.

ARTICLE V

EXHIBITS AND RELATED DOCUMENTS

6.01 Exhibits

The following exhibits are attached hereto and incorporated by reference into this Agreement as if fully set forth herein:

- A. Exhibit "A" Buncombe County's Current Fee Schedule for Inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Montreat under this Agreement

ARTICLE VI

OTHER PROVISIONS

7.01 No Third Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

7.02 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employee of any

gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

7.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Buncombe County, North Carolina.

7.04 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

7.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.07 Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

7.08 Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the

Parties shall be subject to and decided exclusively by the appropriate general court of justice of Buncombe County, North Carolina.

7.09 No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

7.10 Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina.

7.11 Assignment. No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

7.12 Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

7.13 Execution in Counterparts/Electronic Version of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

7.16 Headings. Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

7.17 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

7.18 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

7.19 Authority to Inspect. The Parties authorize their respective permits and inspections directors to conduct inspections according to their statutory powers and internal policies and to execute such documents necessary to effect the spirit and intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>BUNCOMBE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager Buncombe County, North Carolina</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Officer Buncombe County, North Carolina</p>
<p>ATTEST:</p> <p>By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina</p> <p style="text-align: center;">[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ County Attorney/County Staff Attorney Buncombe County, North Carolina</p>
<p>TOWN OF MONTREAT, NORTH CAROLINA</p> <p>By: _____ Town Administrator</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Town Finance Director Montreat, North Carolina</p>
<p>ATTEST:</p> <p>By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina</p> <p style="text-align: center;">[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ Town Attorney Montreat, North Carolina</p>

EXHIBIT A

Buncombe County's Current Fee Schedule for Inspections

BUNCOMBE COUNTY PERMITS & INSPECTIONS
PERMIT FEES

(Effective September 17, 2019)

Building Permits includes fees for all trade permits (Building, Electrical, Mechanical & Plumbing); Building Permit fees shall be collected at the time of the permit application and plan submittal. For commercial plans submitted prior to the permit application reference Section II (b) for applicable review fees.

I. Residential Permit and Inspection Fees:

- a) New Single Family Dwellings, Townhomes, Duplexes & Garage Apartments, Moved Homes
(attached garages, electrical, plumbing, and mechanical included).
- | | |
|-------------------------|---|
| Up to 1,500 sq. ft. | \$500.00 |
| 1,501 sq. ft. and above | \$500.00 + .30/additional sq. ft. over 1,500 heated sq. ft. |
- b) Residential Additions
- | | |
|------------------------|--------------------|
| Up to 1500 sq. ft. | Refer above to (a) |
| 1501 sq. ft. and above | Refer above to (a) |
- c) Residential Renovations, Remodels (no changes to exterior walls)
(electrical, plumbing, and mechanical included)
- | | |
|------------------------|---------------------------------------|
| Up to 1500 sq. ft. | \$325.00 |
| 1501 sq. ft. and above | \$325.00 + .30/additional per sq. ft. |
- d) Manufactured Homes (HUD approved)
(electrical, plumbing and mechanical included included)
- | | |
|--------------------------------|-------------------------|
| Single-Wide Units | \$275.00 |
| Multi-Sectional Units | \$350.00 |
| Homes placed on full basements | \$100.00 additional fee |
- (Decks included if submitted at time of application and part of the approved plans)
- Manufactured Homes (HUD approved) located in R1, R2, BVD zoning
- | | |
|--------------------------------|-------------------------|
| Multi-Sectional Units | \$400.00 |
| Homes places on full basements | \$100.00 additional fee |
- (Decks included if submitted at time of application and part of the approved plans)
- e) Modular Homes
(electrical, plumbing, and mechanical included)
- | | |
|---|-------------------|
| Single Story | \$350.00 |
| Greater than One Story | \$475.00 |
| Attached Garage or Carport (if part of modular package) | \$80.00 per trade |
| Attached Garage or Carport (built on site) | reference f) |
- (Decks included if submitted at time of application and part of the approved plans)
- f) Residential Accessory Building (Detached/Attached
Garage, Carport, Storage Building, Pump House)
- | | |
|-----------------------|---|
| 1-400 sq. ft. | \$100.00 + \$80.00 additional per trade |
| 401 sq. ft. and above | \$225.00 + \$80.00 additional per trade |
- g) Residential Re-roofing
- | | |
|--|---------|
| | \$80.00 |
|--|---------|
- h) Residential Decks
Covered or Screened-in
- | | |
|--|----------|
| | \$150.00 |
|--|----------|
- i) Sun rooms
- | | |
|--|---|
| | \$150.00 + \$80.00 additional per trade |
|--|---|

j)	1 to 2 Family Residential Electrical, Mechanical & Plumbing Trade Permits	\$80.00 per trade
k)	Demolition Permit (Residential & Commercial) (Contact WNC Air Pollution Agency)	(828) 250-6777
l)	Homeowner Recovery Fund as per GS 87-1	\$10.00
m)	RE-INSPECTION 1 free re-inspection per trade (excluding trade permits)	\$80.00 (must be paid before next inspection is requested)
n)	Failure to post approved permit and/or plans on job site	\$150.00
o)	Residential Permit Renewal	50% of Original Permit Fee (One Time Only – after issuance of permit with inspection)
p)	Working without Permit	Double permit fees
q)	Foundation Only Permit	\$200.00 in addition to applicable permit fees
r)	Solar Panels (attached to structure or ground mounted)	\$150.00
s)	Amendment to plans once issued	based on a) or b) or c) + \$80.00 amendment fee
t)	EXPEDITE SERVICE FEE (for special processing, special inspections or specific time inspections) (This service is based on staff availability)	\$100.00 hour/per staff member, with a minimum of \$200.00 (2hours)
u)	Re-stamp of plans	\$80.00
v)	Approval of plans without permit issuance	\$150.00
w)	Retaining wall not part of foundation	\$150.00
x)	Swimming Pools	\$150.00
y)	Minimum Residential Fee (if not listed)	\$80.00
z)	Copies	.25¢ per copy

Residential trade permits for boiler replacement/repairs will be charged an additional fee of \$25.00 for WNC Regional Air Quality Asbestos Removal/Site evaluation

II. Non-Residential/Commercial Permits and Inspections Fees:

a) *Fee based on Project Cost PER Applicable Trade

<u>\$ Cost</u>	<u>Fee</u>	<u>\$ Cost</u>	<u>Fee</u>
0-5000	\$100.00	275,001 – 350,000	\$3,400.00
5001 – 10,000	\$125.00	350,001 – 425,000	\$4,000.00
10,001 – 15,000	\$200.00	425,001 – 500,000	\$4,500.00
15,001 – 25,000	\$350.00	500,001 – 625,000	\$5,200.00
25,001 – 50,000	\$600.00	625,001 – 750,000	\$6,200.00
50,001 – 75,000	\$1,000.00	750,001 – 875,000	\$7,200.00
75,001 – 100,000	\$1,500.00	875,001 – 1,000,000	\$10,000.00
100,001 – 150,000	\$1,800.00	Cost over \$1,000,000	\$10,000.00 plus .15% (.0015)
150,000 – 200,000	\$2,400.00		of each million dollars or portion thereof.
200,001 – 275,000	\$3,000.00		

b) Plan Review Fee (based on construction cost):

<u>\$ Cost</u>	<u>Fee</u>	<u>\$ Cost</u>	<u>Fee</u>
\$0 - \$10,000	\$100.00	\$100,001 - \$250,000	\$300.00
\$10,001 - \$15,000	\$125.00	\$250,001 - \$500,000	\$500.00
\$15,001 - \$25,000	\$150.00	\$500,001 - \$1,000,000	\$750.00
\$25,001 - \$50,000	\$175.00	> \$1,000,000	\$1,500.00
\$50,001 - \$100,000	\$200.00		

- c) Multi-Family Dwelling (Apartments & Condominiums) \$350.00 per Residential Unit
(in addition to Shell Cost per Sections "II a) & b)")
- d) Modular Office/Classroom \$400.00 + II b)
- e) Non-Residential Renewal 50% of original permit fee (One Time Only) after issuance of
permit with inspection (excluding review fee)
- f) Signs/Retaining walls Reference Sections II a) & b)
- g) Day Care Centers or ABC License Inspections Day Care or ABC License Inspections shall be charged a flat
rate of \$80.00 per trade
- h) EXPEDITE SERVICE FEE (for special processing, special inspections or specific time inspections) \$100.00 hour/per staff member, with a minimum of
(This service is based on staff availability) \$200.00 (2hours)
- i) Annual Maintenance Permits \$100.00 annual
- j) Foundation Only Permit \$200.00 in addition to applicable permit fees
- k) Commercial trade permits \$100.00 per trade (minimum)
- m) Copies .25 per copy

III. Temporary Certificate of Occupancy (TCO) & Temporary Utilities Fees:

(FEES WILL BE DOUBLED when not renewed prior to expiration date. Utilities to the building WILL BE Disconnected within 48 hours of the expiration of the TCO or Temp Utilities).

Commercial Permits:

Temporary Certificate of Occupancy \$300.00 (for first 30 days)
& Temporary Utilities \$150.00 (per 30 day increments
(renewal before expiration))

Residential Permits:

Temporary Certificate of Occupancy \$100.00 (for first 30 days)
& Temporary Utilities \$75.00 (per 30 day increments
(renewal before expiration))

IV. Refunds for Residential & Commercial Permits:

- A. Minimum \$80 administrative fee for processing of building permit refunds.
- B. Refunds will be provided on Residential Permits with no inspections, provided all original paperwork is returned to the Permits & Inspections Department, minus an \$80.00 administrative fee and an \$80.00 plan review fee (\$40.00 administrative fee charged on residential stand-alone permits).
- C. Refunds for active Commercial Permits with no inspections will be charged the plan review fee in addition to the \$80.00 administrative fee. (\$80.00 administrative fee on commercial & multi-family stand-alone permits).
- D. No refunds will be issued six months or more after the permit is issued, without activation of permit. (Activation is defined as work commencing on the project within 6 months of permit issuance).
- E. Change of Contractor after issuance of permit and inspections - \$80.00 per contractor and a completed Change of Contractor form.
- F. Amendments to Commercial Plans is based on value plus a minimum \$100.00 review fee
- G. Homeowner Recovery Fund Fee (\$10) is non-refundable.

Revised Costs of Services

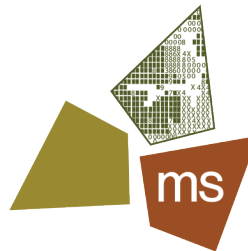
This is a proposed budget based on our intended scope of work. Final scope and fee to be determined with the client after evaluating any extenuating needs or concerns.

		Labor	Directs	Total Fee
PHASE 1: PREPARATION		\$7,560	\$700	\$8,260
1.1	Kick-off Meeting and Windshield Tour (In-Person)	\$2,160	\$350	\$2,510
1.2	Data Compilation and Review	\$3,240	\$0	\$3,240
1.3	Steering Committee #1 (In-Person)	\$2,160	\$350	\$2,510
PHASE 2: STRATEGIC ANALYSIS		\$11,340	\$0	\$11,340
2.1	Town Ordinance Review	\$2,700	\$0	\$2,700
2.2	State of Conditions Analysis	\$4,320	\$0	\$4,320
2.3	Mapping Analysis	\$4,320	\$0	\$4,320
PHASE 3: COMMUNITY ENGAGEMENT		\$6,480	\$500	\$6,980
3.1	Stakeholder Interviews (Two Virtual)	\$1,080	\$0	\$1,080
3.2	Community Workshop (In-Person)	\$3,240	\$350	\$3,590
3.3	Community Survey (Online)	\$2,160	\$150	\$2,310
PHASE 4: MONTREAL TOMORROW UPDATE		\$11,880	\$350	\$12,230
4.1	Future Land Use Analysis & Map	\$4,590	\$0	\$4,590
4.2	Public Officials Presentation #1 (In-Person)	\$2,160	\$350	\$2,510
4.3	Strategic Implementation Planning	\$4,050	\$0	\$4,050
4.4	Steering Committee #2 (Virtual)	\$1,080	\$0	\$1,080
PHASE 5: FINALIZE THE PLAN		\$10,530	\$450	\$10,980
5.1	Draft Plan	\$3,510	\$0	\$3,510
5.2	Internal Plan Review (Coordination/Updates)	\$1,080	\$0	\$1,080
5.3	Public Open House (Town Staff)	\$0	\$0	\$0
5.4	Steering Committee #3 (Virtual)	\$1,080	\$0	\$1,080
5.5	Final Plan & Executive Summary	\$2,700	\$100	\$2,800
5.6	Public Officials Presentation #2 (In-Person)	\$2,160	\$350	\$2,510
TOTAL		\$47,790	\$2,000	\$49,790

revised November, 30, 2021

ms consultants, inc.
engineers, architects, planners

5444 Wade Park Boulevard, Suite 160
Raleigh, NC 27607-4299
P 919.772.5565 F 919.779.2308
www.msconsultants.com



October 29, 2021

Alex Carmichael, Town Administrator
Town of Montreat
PO Box 423
Montreat, NC 28757

RE: Town of Montreat Comprehensive Plan

Dear Mr. Carmichael,

A well-developed and thoughtful comprehensive plan is vital to Montreat's ability to maintaining the lifestyle and mountain environment cherished by its residents. Our team of planning, engineering, and municipal executive professionals understands how important it is to use wide-reaching community engagement throughout the planning process. We will work with your residents and stakeholders to produce well-constructed, long-term objectives and actionable steps on land use, development, quality of life metrics, and more.

A successful comprehensive plan needs to be built on the Town of Montreat's needs and desires, not on a generic template for similarly-sized communities. To accomplish this, the ms team will examine the community both as a whole and as individual components. This approach allows us to tailor our public engagement efforts—maximizing outreach to residents and stakeholders—so everyone's voice and interests are considered.

The outcome of our approach: a comprehensive plan that reflects the entire community, enhances their lives, and bolsters the Town's sense of place and identity.

To strengthen the outcome of the plan, we have enlisted the support of Trillium Planning, a firm based in Western North Carolina that is focused on creating healthier, more equitable and resilient communities. Led by Jessica Trotman, MSEH, Trillium will provide additional insight and guidance on policy opportunities, the regulatory environment, and trends in public health and sustainability.

The ms team is excited to partner with the Town to develop a comprehensive plan that recognizes present conditions and adequately plans for the future – all while protecting the historical integrity and quality of place that makes Montreat home. Through our collective effort, we can turn challenges into solutions with data driven intervention, policy and programming.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Drew Draper', is written over a light blue horizontal line.

Drew Draper, PTP
Business Project Manager
(919) 772-5565 | ddraper@msconsultants.com

ENCLOSURES: Please find a recent completed comprehensive plan both in hard copy under separate cover and on the included flash drive.



Statement of Qualifications

Town of Montreat, NC

Comprehensive Plan

October 29, 2021

ms consultants, inc.
5444 Wade Park Blvd, Suite 160
Raleigh, NC 27607

PHONE:
919.772.5565

AUTHORIZED REPRESENTATIVE:
Lisa Samples, PhD, PE
lsamples@msconsultants.com



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ENCLOSURES:
Please find a recent completed comprehensive plan both in hard copy under separate cover and on the included flash drive.

1. Firm Profile

MS CONSULTANTS, INC.

Since opening our first office in 1963, we have been on the cutting edge of built and natural environment planning and design. Always a step ahead, we have developed our services and delivery methods so we consistently provide innovative solutions for all clients.

As an award-winning engineering, architecture, planning, and environmental consulting firm, we offer comprehensive and innovative solutions for public and private clients. With ten offices located in North Carolina, South Carolina, Ohio, Pennsylvania, Indiana, and West Virginia, ms meets local and national needs with teams of experts in their respective fields.

Planning Communities for the Future

Concerned about regulations and the community impact of your next project? We've got you covered. Our planning experts work in tandem with our multidisciplinary teams to help shape your community effectively and sustainably. Whether you're developing a comprehensive plan, improving aesthetics with signage and placemaking, or updating your zoning code and subdivision regulations, we are your partner in successful planning. Our team improves communities and boosts economic growth, while also maintaining the community character you love. From small rural towns to urban city centers, we can help you plan for the future.

Service Categories

- Planning & Development
- Transportation Planning
- Environmental Planning
- Geographic Information System (GIS)
- Funding Assistance & Administration
- Site Civil Engineering
- Roadway/Highway Engineering
- Traffic Engineering
- Structural & Foundations Engineering
- Bridge & Structural Design
- Real Estate Acquisition & Right-of-Way Services
- Surveying & GPS
- Facility Management
- Field Testing



**Talented
People**



**Exceptional
Service**



**Successful
Solutions**

58

years in
business

\$5.6B+

construction costs in
the past decade

5,500+

number of projects
in the past decade

400+

total number of
services offered

300+

employees in
10 offices

Locations + Incorporation

ms consultants, inc. is headquartered in Columbus, Ohio, with offices in North Carolina, South Carolina, Pennsylvania, West Virginia, Indiana, and four additional Ohio office locations.

Columbus (Headquarters)

2221 Schrock Road
Columbus, OH 43229-1547

Raleigh (Project Lead)

5444 Wade Park Boulevard
Suite 160
Raleigh, NC 27607-4299

Fort Mill

1068 Drayton Court
Fort Mill, SC 29708-5713

Pittsburgh

300 Corporate Center Drive
Suite 200
Moon Township, PA 15108-4348

Bridgeport

37 Windsor Drive
Bridgeport, WV 26330-2807

Akron

One Cascade Plaza
Suite 140
Akron, OH 44308-1116

Cleveland

4608 St. Clair Avenue
Cleveland, OH 44103-1206

Youngstown

333 East Federal Street
Youngstown, OH 44503-1821

New Philadelphia

3136 Tall Timber Road, NE
Mineral City, OH 44656-8889

Indianapolis

115 West Washington Street
Suite 1310
Indianapolis, IN 46204-4618



We are registered throughout the continental 48 states—including North Carolina, South Carolina, Pennsylvania, West Virginia, Ohio, and Indiana—as well as the District of Columbia.

2. Subcontractors + Key Personnel

TRILLIUM PLANNING

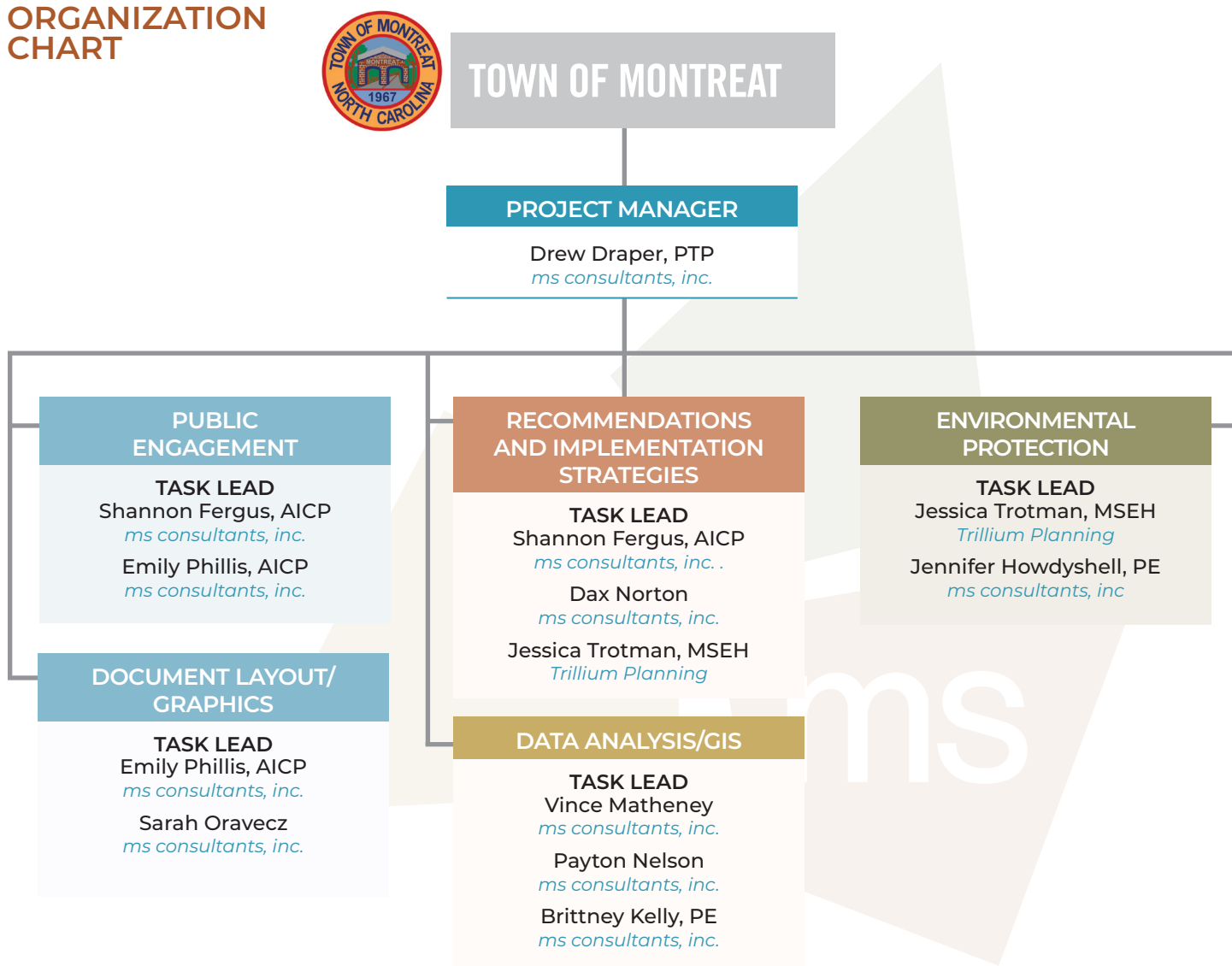
Trillium is a planning firm based in Western North Carolina that is focused on creating healthier, more equitable and resilient communities by focusing on climate change and public health.

The firm is expertly positioned to respond to these complex challenges with experience in sustainability planning, land use planning, programming and evaluation, as well as policy development and quantitative evaluation.

Trillium specializes in collaborating with staff and public bodies to generate co-created solutions driven by a process that values increased capacity to support long term success.

Trillium Planning is a woman-owned business and is currently applying for certification with the State of North Carolina.

ORGANIZATION CHART



Project Manager

DREW DRAPER, PTP



Education

- MASTER OF SCIENCE, URBAN AND REGIONAL PLANNING, FOCUS ON TRANSPORTATION - FLORIDA STATE UNIVERSITY
- BACHELOR OF SCIENCE, GEOGRAPHY, FOCUS ON GIS, STATISTICS AND ECONOMICS - FLORIDA STATE UNIVERSITY

Registrations/Certifications

- PROFESSIONAL TRANSPORTATION PLANNER

Professional Associations

- AMERICAN COUNCIL OF ENGINEERING COMPANIES
- RTA

OVERVIEW

Mr. Draper has consulted with agencies across the US and completed comprehensive plans, corridor plans, traffic studies, safety studies, goods movement plans and long-range transportation plans. His ability to cross planning and engineering disciplines, manage projects and personnel, interface with clients and elected officials, and work with the public are key to the success of his projects. He also leads multimodal planning and traffic engineering efforts across North Carolina, and understands the importance of developing creative multimodal design solutions that balance connectivity, land use integration, and safety.

REPRESENTATIVE PROJECTS

Blue Ridge Road Area Plan* Black Mountain, NC

Mr. Draper managed the development of a Small Area Plan for the Town of Black Mountain that will guide future land use decisions and transportation expectations. Key to its success was a collaborative process where citizens could express their views on changes impacting the community. The plan led to long-term land use recommendations and transportation improvements that will confront changing conditions associated with the new I-40 interchange on Blue Ridge Road and vacant frontage property.

Boston Post Road Corridor Plan* Lower Connecticut River Valley Council of Governments, CT

Mr. Draper considered a wide range of transportation strategies including enhanced bike, pedestrian and transit services along the shoreline. Roadway improvements were focused on a Complete Streets approach with improved network development, safety and access improvements, and the potential for a 'road diet' that balanced traffic flow with safer access in a human-scale environment. The small-town and coastal character of the area, combined with the significant increase in summer activity in this recreational corridor provide great opportunity for community building and creative design along a state highway that also serves at the Main Street for these communities. Mr. Draper developed models to help visualize and demonstrate the benefits of the road diet concept to the public and elected officials. He also supported three (3) public meetings to gather feedback, inform, and guide the public the planning and project development process.

Commitment 2045 Metropolitan Transportation Plan* Broward MPO, FL

Mr. Draper provided long range planning services that included supporting the most recent Commitment 2045 Metropolitan Transportation Plan (MTP) update. The process formally began in 2017 but internal efforts began in 2016. The Guidebook (project identified above) is key in the development process of an effective MTP as it steps local municipalities through the processes of 1) developing a transportation project, and 2) developing a transportation plan. Other efforts completed by Mr. Draper included updating background materials from the 2040 MTP, handouts, and coordinating with technical/advisory committees well in advance of the formal process.

Main Street Multimodal Corridor Improvement Plan* Danville, VA

Mr. Draper served as the Project Manager and developed a range of conceptual improvements leading to a preferred plan that addressed existing and long-range multimodal travel and community quality of life issues along this important link to/from downtown Danville, VA. The plan re-envisioned north Main Street into a Complete Streets environment that include mid-block crossings and dedicated, buffered bike lanes. The plans also included FHWA "green paint" bike boxes at signalized locations. Mr. Draper guided the development of a "preferred" concept rendering that included multimodal elements identified. The City has since moved forward with implementing a section of the plan.

* prior to joining ms

Public Engagement + Recommendations & Implementation Strategies

SHANNON FERGUS, AICP



Education

- MASTER OF CITY AND REGIONAL PLANNING - THE OHIO STATE UNIVERSITY
- BACHELOR OF ARTS, POLITICAL SCIENCE - THE OHIO STATE UNIVERSITY

Registrations/Certifications

- AMERICAN INSTITUTE OF CERTIFIED PLANNERS

Professional Associations

- COMMISSIONER, ITALIAN VILLAGE COMMISSION, COLUMBUS, OHIO
AUGUST 2016 – PRESENT
- ASSISTANT DIRECTOR, CENTRAL OHIO CHAPTER, AMERICAN PLANNING ASSOCIATION
JANUARY 2017 – PRESENT
- COMMISSION REPRESENTATIVE, ITALIAN VILLAGE SOCIETY, COLUMBUS, OHIO

OVERVIEW

Ms. Fergus capitalizes on her expertise as a city planner and economic development specialist to help neighborhoods throughout Ohio plan for their future. Her experience ranges from placemaking and master arts planning to neighborhood and corridor planning. She approaches planning with a community's growth needs and desires in mind, making sure that all land-use decisions reflect future development goals.

REPRESENTATIVE PROJECTS

Canfield Comprehensive Plan City of Canfield, OH

Ms. Fergus served as the lead planner for this Comprehensive Plan for the City. She designed the plan based on established next steps to ensure the city continues to thrive economically, support its current residents, and attract new residents and businesses. She was instrumental in updating its land use policies and downtown beautification strategies to continue being a leader in the Youngstown region.

US Route 6 Corridor & Development Study Lorain County Community Development, OH

The purpose of the US 6 Corridor Study is to improve aesthetics and assist with realistic land use planning along the corridor to promote jobs and spur economic development for the City of Vermilion. Ms. Fergus, as the lead land use and development planner, prepared an implementable, strategic plan addressing aesthetics, future major access points and identifying marketable development types for properties along the corridor to promote economic development and safe, efficient movement for all travel modes. This included preparation of site capacity study sheets that will be used to market sites along the corridor that have been identified as key development sites.

Village Strategic Plans Area Development Foundation of Knox County, OH

This four-part series of Strategic Plans for the Villages of Centerburg, Danville, Fredericktown, and Gambier. Each Village had a steering committee of dedicated stakeholders working towards creating goals for the future. Located just north of the Columbus Metro Region in Knox County, recommendations include strategies for recreational tourism and planned growth.

Danville Zoning Code Update Village of Danville, OH

The Village of Danville is modernizing its zoning code to better reflect current and anticipated needs of the community. Ms. Fergus oversees the activities of the team that include translating objectives identified in the strategic planning process with zoning language to ensure long-term codification of community goals. The code overhaul will provide local officials and Village employees with the tools to appropriately review and evaluate proposals related to development and property maintenance.

Canfield Loop City of Canfield, OH

Ms. Fergus serves as the project manager for this planned multi-modal trail that connects schools, the Village Green, and public parks to each other and to the regional Mill Creek MetroParks Bikeway. Funded through the Eastgate Regional Council of Governments, a study first evaluated infrastructure improvements to enhance bicycling safety and popularity in Canfield. Ms. Fergus then facilitated the trail design and cost estimating for the project, as well as the identification of and applications to various funding sources. Once completed, the bike trail will also connect to the Ohio to Erie Trail by way of the Mill Creek MetroParks Bikeway.

Recommendations & Implementation Strategies

DAX NORTON

Education and Registrations

- BACHELOR OF SCIENCE, HISTORY
BALL STATE UNIVERSITY

Previous Employer

- TOWN MANAGER, TOWN OF WHITESTOWN, IN

Professional Associations

- BOARD MEMBER ACCELERATE
INDIANA MUNICIPALITIES
- COMMITTEE CHAIR AIM ECONOMIC DEVELOPMENT
POLICY COMMITTEE



OVERVIEW

Mr. Norton brings his extensive municipal experience and knowledge to projects at ms. With more than 20 years of experience in private and public sector leadership, he has unique insights into a community's needs. Mr. Norton is skilled in aiding municipalities, including counties, cities, and towns in developing day-to-day management of all administrative and governance functions. Additionally, he helps to secure avenues of financing for much-needed capital and economic development projects. Throughout his career, Mr. Norton has helped municipalities procure more than \$50 million in funding dollars.

REPRESENTATIVE PROJECTS

Economic Development Consultation City of Montpelier, IN

Through the ms Municipal Operations Consulting Program, Mr. Norton provided municipal economic development operations consulting services to the Mayor and her team. Mr. Norton assisted the Mayor with an expansion of the City's EDA/TIF area and a complete redesign of the City's website with an emphasis on economic development marketing. Services also included administrative consulting for the operation of the City RDC, including assuring filing of required reports, budget, EDA/TIF project management, economic development marketing, strategic planning, and single point of contact services for all city economic development opportunities.

Nashville Town Management Services Town of Nashville, IN

Mr. Norton is assisting the Town of Nashville as an on-site and mobile Municipal Government Strategic Direction Advisor. This is one of the many services provided by the ms Municipal Operations Consulting Program and includes direction with day-to-day municipal government and municipal utility operations, town planning, proactive policy development, budgeting, branding and administrative strategic planning. Mr. Norton is currently working with the Nashville Council and staff to rehabilitate and expand their wastewater treatment plant and working with the Council to develop a 5 year Town Administration Strategic Direction Initiative.

Municipal Operation Consulting Town of Jamestown, IN

Through the ms Municipal Operations Consulting Program, Mr. Norton is providing the Town of Jamestown with day-to-day operations management consultant services. This role provides most of the services of a Municipal Executive with a reduced cost. Mr. Norton is currently working with the Jamestown Town Council to review and update the town code of ordinances, conduct public meetings including the creation of interactive agendas, update and manage the town website and social media, and is on-call to manage all municipal operations if needed.

Unified Development Ordinance (UDO) and Legacy Core Plan, City of Whitestown, IN*

Mr. Norton commenced and led the process to review and renew the Whitestown, Indiana Unified Development Ordinance (UDO). The ordinance had not been updated since 2011 and was not in line with the current goals and objectives of the Whitestown Comprehensive Plan. This UDO process included a historic district overlay, which met the goals of the new Whitestown Legacy Core Revitalization Plan. Mr. Norton also directed the development of that plan.

Boone County Comprehensive and Economic Development Strategic Plan, Boone County, IN*

Mr. Norton assisted with and sat on the committee that completed the Boone County Comprehensive and Economic Development Strategic Plan.

Comprehensive Plan and Economic Development Strategic Plan, City of Whitestown, IN*

Mr. Norton directed the team (assisted by consultants) tasked with updating the Whitestown, Indiana, Comprehensive Plan and Economic Development Strategic Plan. Whitestown, Indiana has been the fastest growing community in Indiana for 7 years running and fifth fastest growing town in the United States. The city's Comprehensive Plan was outdated by 10 years. Under Mr. Norton's direction, the team drove the process to completely overhaul the direction of planning for Whitestown by ensuring the land-use map was aligned with the goals to create a sustainable, smart, and economically-inclusive community.

* prior to joining ms

Public Engagement + Document Layout

EMILY PHILLIS, AICP



Education

- MASTER OF CITY AND REGIONAL PLANNING
THE OHIO STATE UNIVERSITY
- BACHELOR OF ARTS, PUBLIC AFFAIRS
THE OHIO STATE UNIVERSITY

Registrations/Certifications

- AMERICAN INSTITUTE OF CERTIFIED PLANNERS

OVERVIEW

With a background in public policy, Ms. Phillis provides a balanced perspective to community planning and development. She provides technical assistance on comprehensive and strategic area plans in both urban and rural areas with an emphasis on economic development strategies aimed at leveraging public investments, strengthening partnerships, and building capacity within a community. Her planning experience involves data collection and analysis, graphics and design, communications, and community engagement; all of which guide her goal of helping communities achieve a high quality of life through the built environment.

REPRESENTATIVE PROJECTS

Canfield Comprehensive Plan City of Canfield, OH

Ms. Phillis provided planning support for the City of Canfield Comprehensive Plan. She designed public engagement activities to ensure the planning process garnered community-wide support and assisted the project manager in determining appropriate land use and zoning policy updates for the future of the City. Ms. Phillis also aligned the comprehensive plan objectives with related efforts including a corridor study and a recreational path project and presented the client with cohesive and comprehensive strategies for the future of land use, development, and overall well-being of the community.

Mahoning River Corridor Revitalization Plan Eastgate Regional Council of Governments, OH

The purpose of the Mahoning River Corridor Revitalization Plan is to bring collective economic opportunities and shared prosperity to the Mahoning Valley through connecting local communities, protecting wild spaces, and preserving the region's legacy. Ms. Phillis provides analytical support to economic development and land use initiatives through research, mapping, and developing implementation strategies for the long-term success of the corridor.

Village Strategic Plans Area Development Foundation Of Knox County, OH

Ms. Phillis provided planning support for the creation of implementable and guiding land use documents for the Villages of Centerburg, Danville, Fredericktown, and Gambier. The Strategic Plans for each village are intended to reflect both county-wide and village-specific visions, market conditions, and long-term goals. Guided by regional growth

trends and local historic and recreational assets, Ms. Phillis created an implementation strategy for each Village with immediate action steps on policy, projects, and programs to serve as road-maps to help direct decision making in each Village for the next five to ten years.

Danville Zoning Code Update Village of Danville, OH

The Village of Danville is modernizing its zoning code to better reflect current and anticipated needs of the community. Ms. Phillis translates objectives identified in the strategic planning process with zoning language to ensure long-term codification of community goals. The code overhaul will provide local officials and Village employees with the tools to appropriately review and evaluate proposals related to development and property maintenance.

Canfield Loop City of Canfield, OH

In conjunction with a comprehensive planning process, ms consultants was hired to conduct a study to prepare for construction of a multi-use path loop through the heart of the City of Canfield. Ms. Phillis compiled a report for the City which identified and compared viable options in support of alternative transportation including dedicated bike lanes, sharrows, and a side path. She created maps to identify different phases of implementation and evaluated grant opportunities to support project funding.

Recommendations & Implementation Strategies + Environmental Protection

JESSICA TROTMAN, MSEH

TRILLIUM PLANNING



Education

- MASTER OF SCIENCE, ENVIRONMENTAL HEALTH
EAST CAROLINA UNIVERSITY
- BACHELOR OF ARTS, HUMANITIES
THE UNIVERSITY OF NORTH CAROLINA GREENSBORO
- CERTIFICATE, NON-PROFIT MANAGEMENT
DUKE UNIVERSITY

RELATED EXPERIENCE

Planning & Development Director Town of Black Mountain, NC

As Planning & Development Director, Jessica Trotman applies participatory planning theories to long-term planning projects, sustainability, and healthy community building. She works to improve the clarity and technical legal issues with the zoning ordinance, implementation of the Town's comprehensive plan, greenway construction, and stormwater improvements.

Ms. Trotman facilitates the Planning Board and the Greenway Commission. She supported the creation of the Town's first citizen academy and taught sections on planning, development, and land use law. Jessica represents the Town on a variety of appointed boards. Ms. Trotman also manage departmental and project budgets and a staff of four employees. She has established a model of continual improvement for the department and all practices related to disciplines represented in the department.

Selected Accomplishments and Projects:

- Currently rewriting development ordinances in partnership with Kendig Keast Collaborative for the town's first Unified Development Ordinance.
- Created the first community engagement strategy for Town planning and development efforts which increased compliance with town codes and provided useful data to staff for project development and budget priorities.
- Administered and led update of Elevate Black Mountain, the Town's comprehensive plan.
- Led Blue Ridge Road Small Area Planning project.
- NPDES compliance
- Wrote a compliant SWMP and developed the first stormwater utility to be fully fund.

Planning Director City of Kings Mountain, NC

Basic tasks included interpreting, writing, and enforcing zoning ordinance, and economic development planning. She advised and facilitated the Planning and Zoning Board, Board of Adjustments, Moss Lake Commission, Historical Landmark Commission, and reported to City Council. She also represented the City in the regional Metropolitan Planning Organization for transportation purposes.

Professional Affiliations and Honors

- UNC SCHOOL OF GOVERNMENT, LEADING FOR RESULTS FELLOW 2016
- AMERICAN PLANNING ASSOCIATION, MEMBER
- AMERICAN PUBLIC HEALTH ASSOCIATION, MEMBER
- ENVIRONMENTAL EDUCATION GRANT REVIEW FOR THE ENVIRONMENTAL PROTECTION AGENCY

Ms. Trotman gathered and analyzed economic data to understand the City's position in the region and developed strategies in response to this information through regional partnerships; coalition building, strategies planning and building the capacity of city council to invest locally and develop a vision for economic development beyond commercial development. She also worked with the NC Department of Commerce and federal agencies to develop infrastructure grants to support job growth and local investment.

Selected Accomplishments and Projects:

- Established the Redevelopment Commission and managed more than \$500,000 investment into the redevelopment district.
- Managed more than 1.4 million dollars in annual economic incentives.

Senior Regional Planner Isothermal Planning & Development Commission

Ms. Trotman helped member local governments meet their goals through regional planning efforts to increase community investment and economic development. She managed the region's Appalachian Resource Commission funding through grants, technical assistance, and increasing leadership around educational attainment, regional visioning and planning, public sector capacity building, and civic engagement. She also provided technical assistance to member counties and municipalities.

Ms. Trotman worked closely with the NC Department of Commerce, Housing and Urban Development, Economic Development Administration, NC Division of Environmental Quality. As a senior staff member she also worked closely with the executive director to reorganize, restructure and implement efforts to improve fiscal stability including by not limited to evaluation of dues structures and pay as you go services for membership.

Selected Accomplishments and Projects:

- "Active WNC: An Active Living Toolkit for Local Governments," Community Transformation Grant
- Historic Ruth Adaptive Reuse Plan

Environmental Protection

JENNIFER HOWDYSHELL, PE, AICP



Education

- MASTER OF CITY AND REGIONAL PLANNING - THE OHIO STATE UNIVERSITY
- MASTER OF SCIENCE, CIVIL ENGINEERING - THE OHIO STATE UNIVERSITY
- BACHELOR OF SCIENCE, CIVIL ENGINEERING, TRANSPORTATION - THE OHIO STATE UNIVERSITY

Registrations/Certifications

- PROFESSIONAL ENGINEER, OH
- AMERICAN INSTITUTE OF CERTIFIED PLANNERS
- ODOT SAFETY STUDIES CERTIFICATION

OVERVIEW

Ms. Howdyshe is proficient with a number of capacity analysis software packages, including Highway Capacity Software (HCS2010), Synchro, TransModeler, and VISSIM. She has worked on various traffic studies, including traffic impact studies, signal coordination, and safety studies. She has also prepared materials for numerous public meetings. Using her background in planning, she has assisted with the preparation of access management plans and corridor studies. Additionally, Ms. Howdyshe has designed both corridor and interchange lighting system, including performing Visual analysis, voltage drop calculations, and plan development.

REPRESENTATIVE PROJECTS

Canfield Comprehensive Plan City of Canfield, OH

Ms. Howdyshe completed a corridor study for US 224 through Canfield. The study included analyzing the existing intersections in Synchro to determine if there were any short-term improvements to signals that would benefit the City. Then, a long-term plan was developed to guide the City on recommending future changes when/if redevelopment were to occur near the Hillside Road intersection. Additionally, intersection alternatives were developed for the Village Green, which is the downtown area of Canfield. Alternatives were presented to the public in junction with the rest of the comprehensive plan, allowing residents to work together to plan the future of their community.

Auburn Comprehensive Plan Dept of Building, Planning & Development, Auburn, IN

Developed thoroughfare plan for the City as part of the Comprehensive Plan process. Developed classifications and applied them to all roadways in and nearby Auburn. Additionally, developed cross-sections for each classification.

SR 9 - SR 11 County Road Connector Study Columbiana County Transportation Improvement District, Columbiana County, OH

This study was a planning level analysis of a 12-mile section of a 30-mile proposed bypass for US 30 in Stark and Columbiana Counties, Ohio. Ms. Howdyshe performed StreetLight origin-destination analysis to determine the amount of traffic that would divert to the new route. Additionally, she developed the Purpose and Need for the proposed connector route.

U.S. Route 30 Planning Study ODOT, District 11, East Canton, OH

Developed alternatives for each of the twelve subareas based on crash data and existing conditions. Performed capacity analysis for each alternative. Developed public meeting materials.

Construction Traffic and Logistics Analysis Confidential Client, Belmont County, OH

Ms. Howdyshe served as traffic engineer of a traffic and logistics study for a proposed plant in Belmont County, OH. Coordinated field data collection. Ms. Howdyshe performed trip generation and distribution for the plant, focusing primarily on the temporary workforce during construction. She used Synchro capacity analyses to identify temporary and permanent roadway improvements at the adjacent interchange and other nearby intersections. Ms. Howdyshe also developed a circulation plan for the parking and busing of several thousand construction workers at the job site, optimizing efficient traffic flow and pedestrian safety. She was also responsible for the development of conceptual cost estimates and graphics for the recommended roadway improvements.

Canfield Loop Trail Study City of Canfield, OH

Ms. Howdyshe led the alternatives analysis to determine a bicycle path through Canfield to connect the parks and schools in the community. This included analysis of determining the appropriate path type, including on or off-street. Recommendations were made to phase the path in order to allow for the City of Canfield to apply for several types of funding.

Data Analysis/ GIS

PAYTON NELSON



Education

- BACHELOR OF SCIENCE, CIVIL ENGINEERING - NORTH CAROLINA STATE UNIVERSITY

OVERVIEW

Ms. Payton Nelson has experience in many areas of traffic operations and design. She has been involved in the development of traffic control plans including signing and detour plans and quantities. She has experience developing signal design plans and creating item and quantity tabulations. Additionally she has assisted in the development of multiple traffic studies, including traffic impact studies, developing trip generations and traffic volumes. She also has experience assisting ms consultants with biannual bridge inspections for NCDOT.

REPRESENTATIVE PROJECTS

12th Street Corridor Final Design, W.O. #4
PennDOT, District 1-0, Erie, PA

2021 Traffic Impact Study Reviews
Delaware County Engineer's Office, Delaware, OH

Akron Beltway Design Build, PROPOSAL Phase
Kenmore Construction Co., Inc., Akron, OH

Akron Central Interchange, SUM-77-277-224, Part 7
GPD Group, Akron, OH

Bridge Inspections, 2021-2022
NCDOT, Various Cities, NC

Cooper Stadium Redevelopment Traffic Impact Study
ARSHOT Investment Corp., Columbus, OH

Dabney Drive Retail Center Parking Study
Pabst Design Group, PA, Henderson, NC

Depot Road Final Design, W.O. #5
Johnson, Mirmiran & Thompson, Inc.,
Harborcreek, PA

Mon-Fayette Expressway 53C-2, W.O. #3
The EADS Group, Inc., Duquesne, PA

NCDOT Bridge 131 over Snow Creek
NCDOT, Iredell County, NC

NCDOT Bridge 4/S.R. 2418 over Hunting Circle
NCDOT, Iredell County, NC

NCDOT Bridge 419 / S.R. 1148
NCDOT, Wilkes County, NC

NCDOT Bridge 80/S.R.1512 over Farmers Circle
NCDOT, Iredell County, NC

Traffic Impact Study, Ashley Furniture Development TPA
Group, Etna Township, OH

Data Analysis/ GIS

BRITTNEY KELLY, PE



Education

- BACHELOR OF SCIENCE, CIVIL ENGINEERING - NORTH CAROLINA STATE UNIVERSITY

Registrations/Certifications

- PROFESSIONAL ENGINEER, NC

OVERVIEW

Ms. Kelly manages environmental efforts for projects through planning, natural resource assessment, and design. She specializes in the preparation of environmental documents, including NEPA and GIS-based mapping. Her experience includes Categorical Exclusions along with related Section 4(f)/6(f) environmental documentation, environmental planning, GIS analysis and screening, and public involvement.

REPRESENTATIVE PROJECTS

12th Street Corridor Final Design, W.O. #4
PennDOT, District 1-0, Erie, PA

2019 Feasibility Studies Limited Services Contract
NCDOT, Division of Planning and Programming,
Feasibility Studies Unit, Statewide, NC

2021 Capital Roads, Open End Contract, WO#2
Allegheny County, Department of Public Works, Various, PA

Akron Beltway Design Build, PROPOSAL Phase
Kenmore Construction Co., Inc., Akron, OH

Fisher Road Design
Franklin County Commissioners, Columbus, OH

Mon-Fayette Expressway 53C-2, W.O. #3, The EADS Group,
Inc., Duquesne, PA

Pittsburgh South Side Signals, Final Design, W.O. #2
City of Pittsburgh, , PA

WBS 48915 Division 13 Roundabout Review
North Carolina Department of Transportation,
Buncombe County, NC

I-85 from west of SR 1006 (Orange Grove Road) in Orange
County to west of SR 1400 (Sparger Road) in Durham
County NCDOT, NC

NCDOT Environmental Services On-Call NCDOT, NC

NCDOT Division 5 Roadway Design On-Call NCDOT, NC

Feasibility On-Call NCDOT Divisions 6 and 8, NC

Document Layout/Graphics

SARAH ORAVECZ



Education

- BACHELOR OF FINE ARTS, MAJOR IN ILLUSTRATION, SPECIALIZATION IN GRAPHIC DESIGN - COLUMBUS COLLEGE OF ART AND DESIGN

OVERVIEW

Sarah Oravec has more than 15 years experience in visual communications and graphic design, and is proficient in the full scope of graphics creation, design production and art direction for a wide variety of clients and projects. Ms. Oravec is responsible for the firm's visual communications across six states and ten offices. She directs the brand visually, and also designs collateral ranging from advertising, email campaigns, social media, and website content to corporate brochures, proposals, presentations, and sales materials.

REPRESENTATIVE PROJECTS

Muskingum Watershed Conservancy District Master Plan Implementation - Program Manager
Muskingum Watershed Conservancy District,
New Philadelphia, OH.

Ms. Oravec developed numerous graphics to support the public relations campaign for the MWCD Master Plan Implementation project. The goal of this campaign is to educate the general public on MWCD's 300+ improvement projects and encourage visitation to these six Ohio parks. Ms. Oravec worked with a team in conceptualizing collateral materials and executed design and layout for branding pieces, public education brochures, and public event support.

U.S. Route 30 Planning Study
ODOT, District 11, East Canton, OH

The purpose of the Stark-Columbiana Route 30 Planning Study is to identify feasible short and long term improvements for the existing corridor to meet traffic demands and encourage economic vitality for the region. Traffic volumes, crash data, geometrics and environmental issues were studied along the corridor and issues identified that would be impediments to safe and efficient travel throughout the corridor. The recommended improvements will be prioritized for the implementation of these solutions and funding opportunities identified commensurate with the type of identified improvement. Ms. Oravec provided graphic design layout for the reports and communication documents for this project.

Data Analysis/GIS

VINCE MATHENEY



Education

- UNDERGRADUATE COURSEWORK - UNIVERSITY OF UTAH + UNIVERSITY OF AKRON
- ENGINEERING ASSISTANT TRAINING - U.S. AIR FORCE

OVERVIEW

Mr. Matheny has been involved in a variety of environmental and engineering projects in his 26 year career. He was trained as an engineering/survey technician in the U.S. Air Force and has used GIS/CAD/GPS technology throughout his career. Mr. Matheny has developed hundreds of geospatial projects and solved high-level geospatial problems utilizing ESRI's ArcGIS. He has produced thousands of maps, graphics, and websites for use by clients, stakeholders and the public.

REPRESENTATIVE PROJECTS

Canfield Comprehensive Plan
City of Canfield, OH

Engagement for Violet Township's Comprehensive Plan,
Violet Township, OH

Columbia Township Land Use Plan and Zoning Update
Lorain County Community Development, Elyria, OH

FRA/DEL-23 Corridor Planning Study
ODOT, District 6, Delaware County, OH

U.S. Route 30 Planning Study
Ohio Dept. of Transportation, District 11,
East Canton, OH

Western Corridor Development Plan Along Routes 161/37/16, Phase 1A
Licking County Planning and Development Department,
Newark, OH

Muskingum Watershed Conservancy District Master Plan Implementation - Program Manager
Muskingum Watershed Conservancy District, New
Philadelphia, OH

3. References

1

Village Strategic Plans Knox County, Ohio

Jeffrey Gottke, Vice President
110 East High Street
Mount Vernon, OH 43050
740.393.3806 | jeff@knoxadf.com



2

Canfield Comprehensive Plan City of Canfield, Ohio

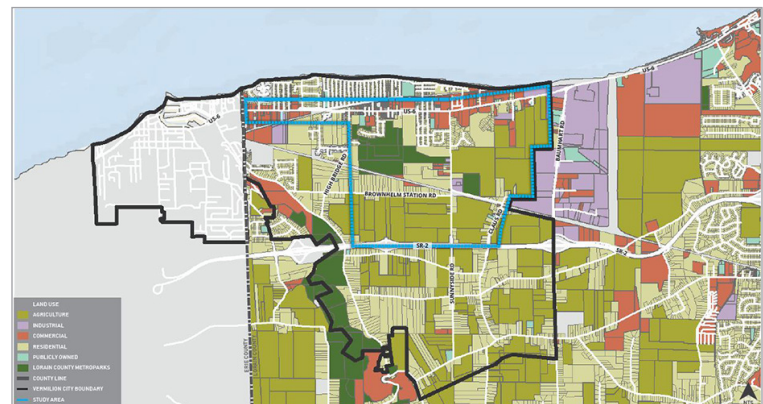
Wade Calhoun, City Manager
104 Lisbon Street
Canfield, OH 44406
330.533.1101 | wcalhoun@canfield.gov



3

US Route 6 Corridor & Development Study Vermillion, Ohio

Donald Romancak, Director
226 Middle Avenue
Elyria, OH 44035
440.328.2325 | romancakd@loraincounty.us



4. Firm Project Experience



Canfield Comprehensive Plan

City of Canfield, Ohio



Overview

The City of Canfield, located less than ten miles from Youngstown, Ohio, is undertaking a multi-pronged approach to prepare for the future. In an effort to better serve its residents and increase activity in the community, the City of Canfield looked to ms consultants to formulate a strategic plan which would address a myriad of physical, economic, and environmental issues.

Canfield Comprehensive Plan

The City of Canfield Comprehensive Plan is a process to envision the future of growth, development, and quality of life for the Canfield community for the next five to ten years. The Plan, rooted in community aspirations and implementable goals, provides an honest evaluation of present and future needs. The Plan will establish long-term goals around several topics including: economic development, land use, community character, parks and public space, utility service infrastructure, and housing. Final recommendations will include strategies for revitalizing the downtown district, supporting multi-

modal transportation options, and marketing available development areas in the region.

The Plan takes special attention to address the relationship between the City and the Township to ensure the region's growth is managed in a balanced and strategic way. The Plan will be grounded in significant public engagement to ensure recommendations reflect community-wide aspirations and garner broad, long-term support.

Main Street Corridor Plan

Conducted concurrently with the comprehensive planning process, the Main Street Corridor Plan will evaluate congestion, safety, aesthetics, and land use along the primary commercial corridor and gateway in Canfield. A complete traffic study is aligned with wide-ranging planning objectives of the Comprehensive Plan to ensure a thorough and inclusive analysis of the corridor's function within the City and the region.



Village Strategic Plans

Knox County, Ohio



A CLOSER LOOK

View these strategic plans at <https://knoxcoplans.com>. Use the drop-down menu at the top for each village.

Overview

The Area Development Foundation, Inc. has a keen interest in seeing Knox County grow and thrive and thus solicited Strategic Plans for each of the four villages of Centerburg, Danville, Fredericktown, and Gambier. The Strategic Plans act as guidelines to properly manage existing and future land uses in and around the villages by evaluating the existing conditions and leveraging the growing population trends of the greater Central Ohio region. The result of this planning process is four priority-ordered plans to guide continued redevelopment and investment within each village. Public engagement involved community thought-leaders, city staff, philanthropic organizations and private developers in addition to village residents to create a plan detailing where and how to build planning capacity and setting strategies for growth and development for the next ten years within each village.

Centerburg Strategic Plan - Centerburg, Ohio

The Village of Centerburg is preparing for a dramatic increase in development pressure in the next 10-15 years. With tensions high between village leadership and the surrounding township, identifying areas for annexation or joint development plans were a top priority in this Plan. An in-depth review of the Village's Zoning Code revealed regulations that discouraged housing developments at the density level needed to maintain affordability. Recommendations for the future included updates to the Village's Zoning Code to allow denser multifamily housing and encourage infill development throughout the Village. Additionally, façade improvement and landscaping funding options were explored to revitalize the historic downtown area of Centerburg.

Danville Strategic Plan - Danville, Ohio

As the Gateway to the Amish, the Village of Danville is surrounded on all sides by scenic countryside, a setting that is beloved by the local residents. This Strategic Plan highlights specific focus areas to be marketed for development or redevelopment as part of a larger preservation strategy. To ensure the community charm and rural character are maintained, certain areas will need to monopolize on revenue-producing land uses, providing the area with restaurants, retail, and job opportunities. Evaluating land owned by public entities, areas for new development were identified and marketing materials for these development-ready sites were created for high quality housing and public space.

Fredericktown Strategic Plan - Fredericktown, Ohio

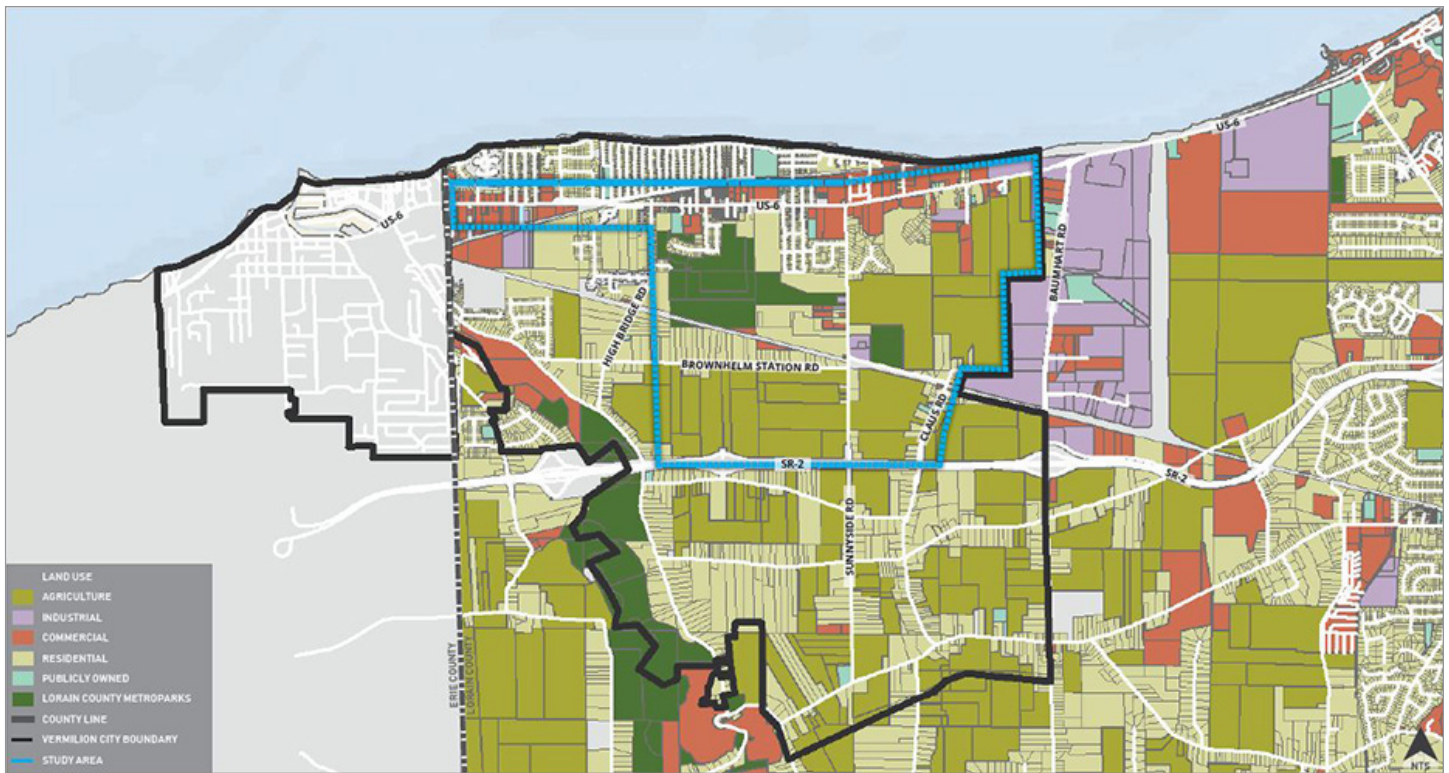
This Strategic Plan evaluates existing assets, community priorities, and available grants and funding opportunities to leverage the community's strengths and expedite implementation. Residents and business owners were surveyed to discover where they imagined change to occur in and around the Village, the results of which indicated a strong preference for increasing recreational opportunities on the nearby Kokosing River and Owl Creek Bike Trail. Canoe and kayak liveries, boat ramps, and wildlife education efforts were highlighted as desired improvements along with an extension of the local bikeway into the regional trail system. Future phases of implementation will prioritize linking these recreational assets to Fredericktown's historic downtown core for visitors and residents alike.

Gambier Strategic Plan - Gambier, Ohio

Situated only a few miles down the road from the county seat of Mount Vernon, the Village of Gambier has a steady stream of visitors and employees to Kenyon College, the largest land owner in the village, but was struggling to attract new residents and businesses. This Strategic Plan studied the limited supply of housing and real estate in general within the village and evaluated opportunities for growth into the surrounding township. Finally, new business opportunities and potential partnerships with Kenyon College were explored to further market the village to surrounding communities including an increase in public art, area recreational trails, and incentives for new lodging facilities to house visitors.

Public Engagement for Centerburg Village Strategic Plan





US Route 6 Corridor + Development Study Vermilion, Ohio



Overview

The Lorain County U.S. 6 Corridor Study, building off the data and concepts developed as part of the Lakefront Connectivity TLCI Plan, will serve as a strategic plan for implementation of improvements to attract and stimulate additional investment in the region. It will also complement the IRG Lorain LLC redevelopment site selected by Vermilion that transforms the automobile salvage yard into green infrastructure with parkland and educational features.

The approximately 3.5 miles corridor runs from the west Lorain County line at Salem Drive to Baumhart Road in the City of Vermilion. This eastern section of the corridor is ripe for development that can increase Vermilion's tax base. ms, working with Lorain County and Vermilion, is finalizing a plan that identifies parcels of land along the corridor that can become "development ready." The team is also recommending any needed zoning changes, utility extensions, and site-specific remediation. Our team is also utilizing

the concept plan from the Lakefront Connectivity TLCI Plan to determine a fit for multimodal amenities along the corridor to further promote and complement economic development. The multimodal improvements include a shared use path, sidewalk, and bike lanes. The location of major intersections will be identified. There will also be "ala cart" options for street furniture, decorative lighting and signals, and enhanced crosswalks.

Once completed, the project will improve the aesthetics of the corridor, attract investments, and provide the County and its partner the City of Vermilion with an implementable set of recommendations that will achieve measurable results—ensuring its citizens and visitors continue experiencing the high quality of life this small lakeside community provides.



Potential median upgrades include landscaped bioswales

5. Summary of Understanding

A renewed interest in strengthening the community core, providing stricter guidance on building design and signage, and promoting greenspace, community events, and other quality of life aspects are all common themes in western North Carolina communities, but it will be important to put policies in place to support the community for many years to come.



Issues such as the "Stop the Hotel" initiative shown above are important matters relating to land use in Montreat.

When grounded in robust and inclusive public involvement, comprehensive plans will naturally take form, resulting in a user-friendly document, rich in content and illustrations. We have identified proven methods and strategies that contribute to the success of comprehensive plans consistent with the following key points:

- Planning and conducting effective and inclusive citizen engagement
- Updating inventories of existing conditions
- Assessing future trends locally and regionally
- Evaluating present and future needs
- Identifying goals, policies, and programs
- Creating a future land use map
- Developing a blueprint that guides implementation

Successful Implementation

Working through a steering committee to test and determine action strategies, our planning team will create a robust matrix of implementable steps for the future. Objectives will be detailed and prioritized to create a clear path forward.

This creates a plan that does not sit on the shelf, but is instead used daily as a workbook and guide towards the changes needed to realize the vision for the future illustrated by the community.

On-Time Completion + Team Capacity

The Town of Montreat has committed to completing this Comprehensive Plan in a timely manner. To meet that expectation, the ms team was built specifically to include experts with the necessary availability.

STAFF MEMBER	CAPACITY
Drew Draper	50%
Shannon Fergus	40%
Emily Phillis	40%
Sarah Oravec	40%
Dax Norton	40%
Vince Matheney	40%
Payton Nelson	40%
Brittney Kelly	40%
Jennifer Howdyshell	40%
Jessica Trotman	20%

Note: Actual time commitment will be higher, as needed, and defined by the project schedule.

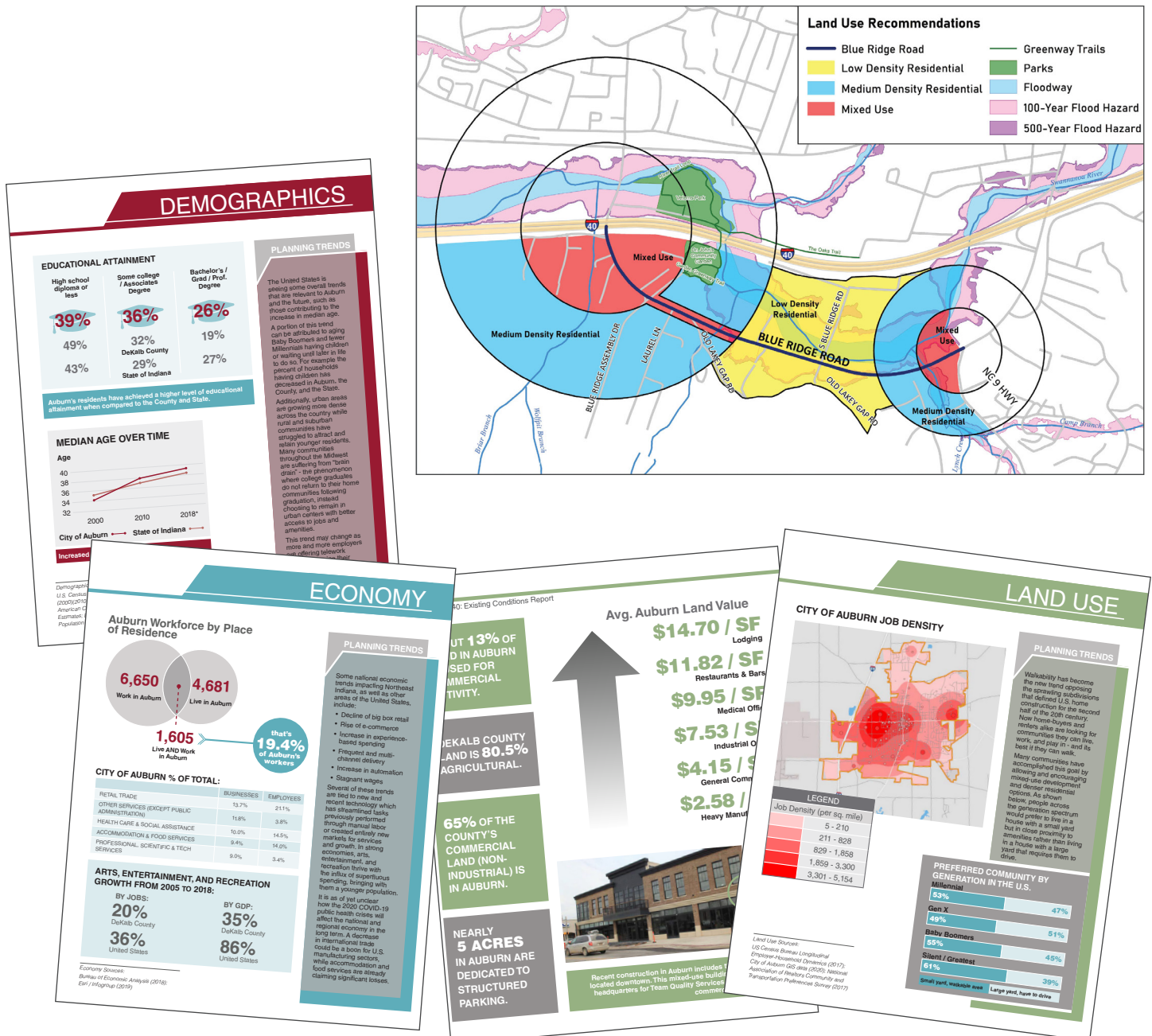


Graphics

A planning framework will be prepared that is graphically rich to illustrate and document how the recommendations and strategies, and phasing over time, work together to advance and realize the community's vision.

The plan itself will use graphics and charts wherever possible to showcase data and trends.

Land use plan completed by Project Manager Drew Draper.



Public Engagement

Community-Driven Planning

Our team understands that planning must be rooted in public involvement. This helps determine the “wants and needs” of the community and increases implementation success. Our approach to community involvement is a balance of digital and now, more in-person participation and events with the public and stakeholders, tailored to fit the Town of Montreal.

Hands-On Planning

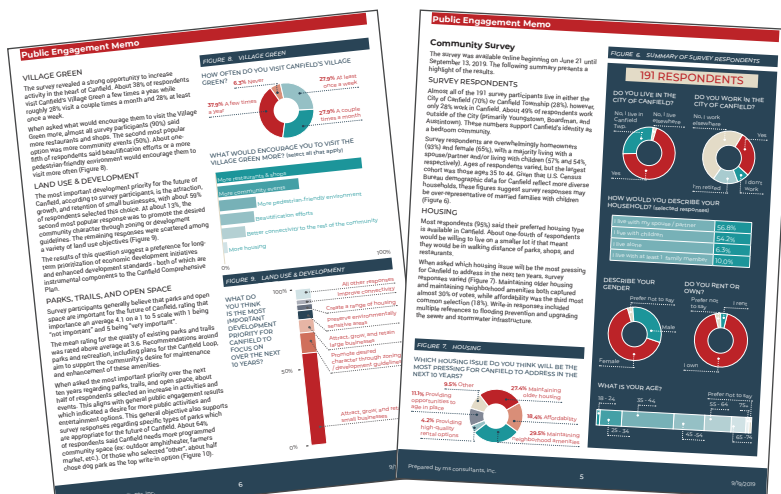
We believe in a hands-on approach to envisioning the future. Our interactive meeting and online activities are specially crafted to serve local planning needs and solicit useful feedback. Whether it's building a streetscape, designing a park, or imagining development styles, we aim to make the process fun and approachable.

Planning Pop-Ups

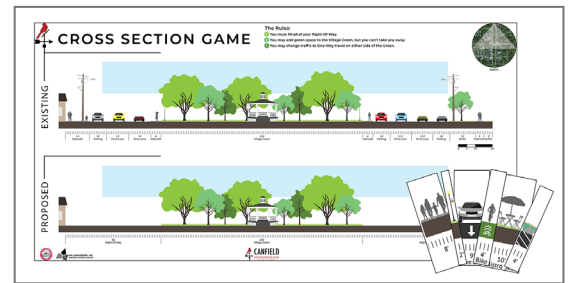
Traditional public meetings are not well-suited for modern busy lifestyles. Our planning pop-ups bring the plan directly to the community by participating in local events, festivals, and gatherings such as sporting events. By “popping up” at places where residents and stakeholders are already attending, we can educate and engage with a diverse audience. These ongoing opportunities for public involvement feature informational tools, mapping exercises, and thematic activities.

Digital Engagement

Online involvement provides supplemental feedback to in-person engagement. Whether for health and safety reasons, or to expand the number of community members able to participate, our team is prepared to interact with the community through web-based engagement platforms. We have created surveys, mapping activities, and visual preference questionnaires to determine public opinions and can even facilitate a public meeting completely online if desired. Activities are replicated across platforms, as appropriate, and are housed on the project website which our team creates and hosts to allow for updates, activities, and questions to be posted throughout the planning process.



Effective **document layout and data presentation** combines the right amount of text and graphics for easy understanding.



Hands-on planning activities, such as the streetscape game above, get the audience's attention and encourage creative thinking.



A **planning pop-up** at a popular festival with activities that gathered feedback from residents and visitors.



Back

Front

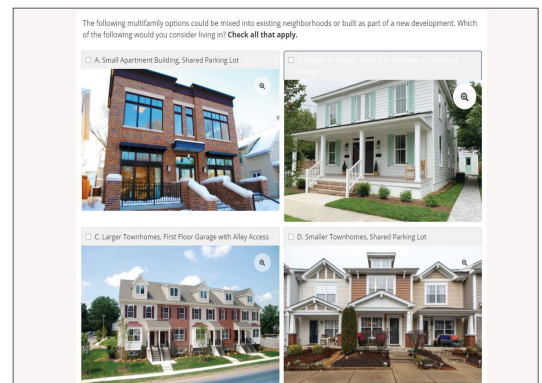
**Want to learn more?
Interested in getting
involved?**

Visit the Project website:

www.KnoxCoPlans.com

KNOX COUNTY
VILLAGE STRATEGIC PLANS

Business cards directed residents to this **project's website**.



Digital engagement brings planning activities, such as surveys and games, directly to the public.

Defined Recommendations and Implementation Strategies

Following the review of the steering committee's ideas and feedback, the team will expand upon the goals, objectives, and actions of the Comprehensive Plan; utilizing best practices and regional and national trends to ensure the strategies are implementable, wide-reaching, and relevant to the community. Funding opportunities and strategies will be evaluated and recommended where applicable to aid in implementation.

Plan's Accessibility and Length



In addition to the community-driven planning process, the ms team also envisions an innovative final document that is user-friendly in terms of data presentation and document layout.

The key to a user-friendly document is to emphasize simplicity, while presenting an appropriate amount of data both clearly and effectively. The document will use appendices as necessary, to help contain the document's length, and will appeal to the reader with a compact report that is richly illustrated. The graphics will not only extend the document's substance but have a distinctive ability to guide the reader through the process and recommendations.

The completed comprehensive plan will clearly define the drivers behind the Town's changing conditions and then lay out the necessary steps to achieve the Town's final vision. By integrating the planning process into a transparent framework, we will provide a plan that will be easy for readers to follow. Ultimately, this will create a final document that speaks to the public.

Environmental Protection

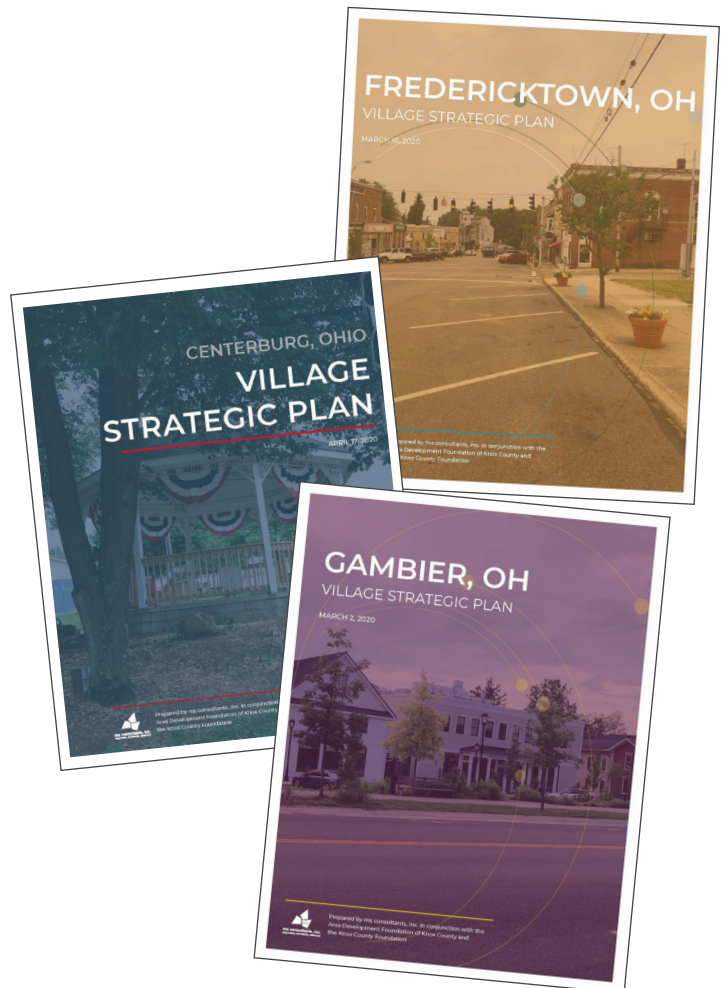
Understanding the mountain environment, Trillium Planning is included on the ms team to provide insight and guidance on policy opportunities, the regulatory environment, and trends in public health and sustainability.

As noted on the Town's website:

"Life here is lived at a slower, more peaceful pace. There is no commercial development in Montreat, not even a traffic light. Most of the streets are narrow and winding, with much less vehicle traffic than larger towns or cities. This is an advantage to our preferred method of travel—walking."

Active transportation and impacts on community health and well-being are specialties of our team. However, we can also contribute to stormwater recommendations and strategies for ridge protection ordinances, or have discussions and offer strategies for traditional topics such as tree ordinances.

Working closely with the Town, residents, and stakeholders, we will review and assimilate all background plans and ordinances to create a consolidated strategy as part of the plan development process.



The ms team has developed similar plans for **numerous clients**.

6. Approach to Achieving Goals

Task 1. Project Kick-off Meeting

The planning team will meet with key staff members to kick-off the project, set the schedule, solidify the scope of work, establish overall goals, and create a communication strategy to use throughout the planning process.

The team and staff will perform a general map review to discuss future development plans, major corridors, gateways, land use goals, and potential special districts or overlays. A “windshield tour” is also recommended for staff to show the planning team areas of concern and opportunity and impart any remaining facts prior to the team’s research and analysis.

Task 2. Research and Reference

The team will begin a thorough analysis of the community using knowledge from previous work experience as well as new information gathered from Town staff at the project kick-off. Research will include existing land use plans, development patterns and projects, environmental constraints, regulatory codes for the community, existing housing, and socioeconomic data. This information will be processed and referenced with regional and national data sources to ensure existing conditions reflect both local values and national statistics.

Task 3. Data Finalization and Data Analysis Plan

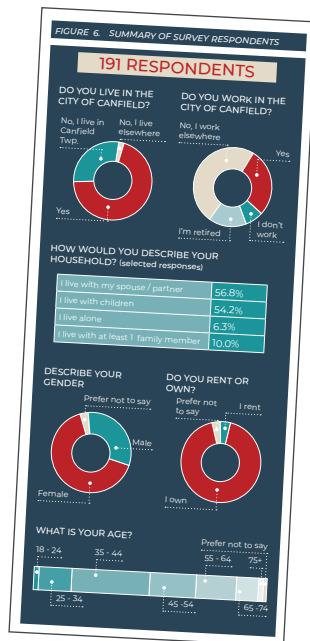
There will inevitably be either missing information or updates needed as our team moves through the research and compilation process. Readily available data provided through public sources or from the Town can be reviewed and processed for use in the plan. Survey data will also supplement when available. However, to control costs and ensure the schedule is maintained, we will coordinate closely with the Town on missing data and utilize Town staffing resources when appropriate.

Task 4. Public Engagement Plan

Our public engagement plan is built around two primary goals:

- Give each citizen an opportunity to be included in the process, especially people who often can not or simply do not participate.
- Follow all necessary COVID-19 policies and procedures to protect everyone's health.

See page 17 for details on how our plan will meet these two goals.



Task 5. Conduct Internal Meetings

Steering Committee Meeting #1

The focus of this meeting will be to introduce the team, review project scope and schedule, discuss general goals of the plan and role of the steering committee, as well as provide a short synopsis of existing conditions.

During the meeting, the team will lead committee members through a SWOT Analysis to identify Strengths, Weaknesses, Opportunities, and Threats in the community. Prior to the meeting, a planning workbook or agenda will be shared with the steering committee to prepare them for the meeting and help generate thoughtful discussion.

Ideally this first steering committee meeting will be held in-person for the clearest communication and understanding.

Stakeholder Interviews

For those representatives of the business community, nonprofits, schools, etc. with important information for the plan, the team will conduct 1-3 meetings in small focus groups or individual interview format. This ensures various areas of interest that may or may not be represented by the steering committee are assessed in the planning process.

These interviews will likely be virtual.

Steering Committee Meeting #2

The steering committee will reconvene following the initial community outreach to discuss the results of the community workshop, survey responses, and stakeholder interviews. The team will complete any necessary follow up on existing conditions information and ask the group to brainstorm draft goals for the plan and the strategies to achieve those goals.

This meeting could be held virtually to maximize the project's overall budget.

Public Officials Presentation #1

An introductory presentation will be made to the Board of Commissioners to foster an understanding of the project scope, schedule, and intended deliverables. An overview of Public Engagement will be presented and the next steps in the planning process explained. This initial presentation allows elected and appointed officials an opportunity to engage with the team, ask questions, and have a meaningful role in the planning process prior to voting on the final product.

Steering Committee Meeting #3

The steering committee will meet to review plan goals and design direction; providing feedback to the team to be incorporated into the final plan. This meeting will involve an in-depth brainstorming activity to strengthen the goals of the plans by identifying the subsequent objectives and actions for each overall goal. The steering committee will be provided materials in advance to digest and prepare discussion in advance.

This meeting could be held virtually.

Steering Committee #4

The team will gather final comments on the draft plan from this crucial group of representatives, review feedback from the Community Meeting, and finalize the implementation strategy. Plans for implementation work groups or ad hoc committees should be discussed at this meeting to ensure the quick progression and implementation of recommended changes.

Ideally this final steering committee meeting will be held in-person.

Public Officials Presentation #2

Working with the Town to identify the most appropriate meeting to attend, the team will present the final Town of Montreal Comprehensive Plan to the Board of Commissioners using a short presentation based on the Executive Summary and be available for questions.

Task 5. Conduct Public Meetings

Community Workshop

The team will plan a public event to garner input from the community in a fun and engaging manner. The goal of the workshop is idea gathering and will involve a short presentation outlining the project scope and process, multiple activities, and opportunities to ask questions and discuss with the team one-on-one. Activities are designed to be graphically engaging, spur further conversations with the team, and allow for collection and analysis following the workshop (i.e. written feedback, map and dots, voting, etc.).

This interaction will allow the team to learn about planning issues and opportunities, assess community attitudes, and share expectations for the planning process. This engagement can be hosted at an existing, well-attended community event to meet the residents where they are and become more engaged in the local community.

In addition to advertising for the community workshop on the Town's website, the team will work with the Town to pursue multiple other forms of marketing such as emails, fliers, postcards, newspaper ads, and more. Activities from the community workshop will be replicated when possible on the project website to allow those unable to attend the event to participate. A report of public engagement results will be provided to staff and the steering committee.

Planning Pop-Up

Using a calendar of planned community events and festivals, the team will schedule a planning pop-up to be conducted during the process. The pop-up can take place at any point during the project process and can be used to gather additional feedback, promote an event, prompt more survey responses, etc. Planned activities will be developed to respond to the current phase of the planning process. The team can conduct and attend the pop-up and can also create a "pop-up in a box" kit for staff and steering committee members to host pop-ups of their own, if desired. The team will work with staff to decide who will host the pop-up.

Community Survey

Developed in tandem with staff and the steering committee, the team will create a community survey to reach a diverse and wide range of residents and stakeholders. This survey will be available on the Town's website and should be advertised through multiple forms of digital marketing in the community to attract a high volume of participants. Survey questions may assess issues and opportunities, housing preferences, goals for the future, infrastructure prioritization, streetscape and public space amenities, aspects of image and brand, and any other key factors identified during the planning process. The survey will be hosted in a mobile-friendly format so community members can participate on the go or at home.

Task 6. Periodic Review Meetings

We will hold periodic meetings (via telephone or Microsoft Teams) to review the status of the plan development process. Any foreseen issues will be addressed early to avoid impacts to the schedule.

Task 7. Materials & Media

The marketing materials that we develop will focus on interaction and collaboration. This means representing information visually rather than just in writing.

We will establish a color palette up front and then use these color cues to indicate related information during the kick-off.

Task 9. Draft Plan

The team will draft the Town's Comprehensive Plan in its entirety and include chapters reflecting all work to-date including existing conditions, mapping, public engagement, and implementation strategy.

We anticipate a new complete document will be necessary with new baseline data. However, our primary focus will be on Montreal Tomorrow and we will make use of as much material as appropriate from previous sections as part of the update.

All graphics and concepts will be supported by explanatory text, images, and charts and accompanying appendices will host all previously created memos, reports, and other relevant data. This draft document will be shared with staff prior to the steering committee for review and feedback.

Task 10. Prepare and Present Public Draft Plan

Public Open House

Nearing the completion of the final Comprehensive Plan, an Open House will be hosted for the public to review and comment on the recommendations. Public comments and suggestions will be collected via written feedback to be reviewed and incorporated into the final document by the team with approval of staff.

This meeting will celebrate the plan and increase interest and excitement for the ideas, goals, and strategies presented. Community members are encouraged to not only attend, but also become engaged in the next phase of the plan: Implementation.

Task 11. Finalize Plan

The team will incorporate steering committee, public, and staff comments into the final plan and provide a detailed memo to staff enumerating all final updates.

An Executive Summary will be created for the Comprehensive Plan highlighting key findings, graphic visualizations, and priority objectives.

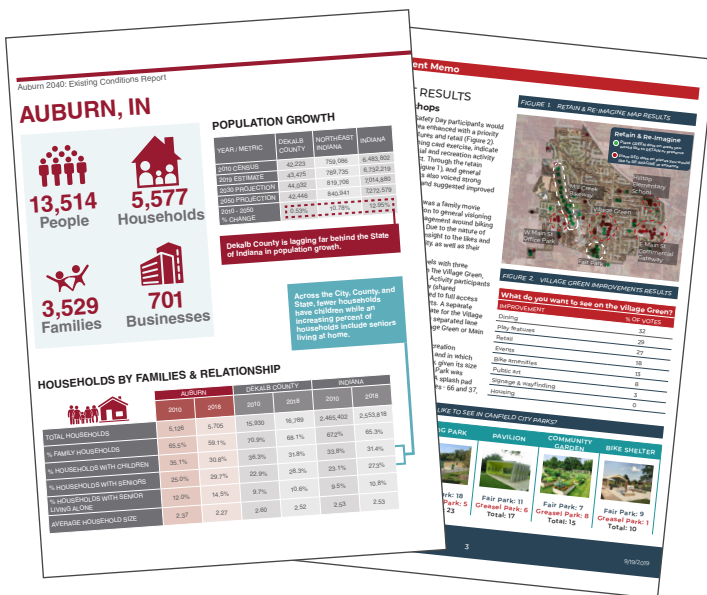
Task 8. Recommendations, Implementation Strategies + Benchmarks

Future Land Use Analysis and Map

Building off the existing land use map and strategically accommodating any development plans, the team will produce a future land use map that will encompass the entirety of the town and any areas of potential growth outside the community. The map will be created in a manner that is simplified and provides for a varied and balanced mix of residential, institutional, civic, and office uses while preserving and enhancing public green space. The map will be incorporated into the final plan and all GIS data will be provided to staff at the completion of the planning process.

Implementation Planning

Following the review of the steering committee's ideas and feedback, the team will expand upon the goals, objectives, and actions of the Comprehensive Plan; utilizing best practices and regional and national trends to ensure the strategies are implementable, wide-reaching, and relevant to the community. Funding opportunities and strategies will be evaluated and recommended where applicable to aid in implementation.



7. Costs of Services

This is a proposed budget based on our intended scope of work. Final scope and fee to be determined with the client after evaluating any extenuating needs or concerns.

		Labor	Directs	Total Fee
PHASE 1: PREPARATION		\$8,640	\$700	\$9,340
1.1	Kick-off Meeting and Windshield Tour (In-Person)	\$2,160	\$350	\$2,510
1.2	Data Compilation and Review	\$4,320	\$0	\$4,320
1.3	Steering Committee #1 (In-Person)	\$2,160	\$350	\$2,510
PHASE 2: STRATEGIC ANALYSIS		\$12,960	\$0	\$12,960
2.1	Town Ordinance Review	\$3,240	\$0	\$3,240
2.2	State of Conditions Analysis	\$5,400	\$0	\$5,400
2.3	Mapping Analysis	\$4,320	\$0	\$4,320
PHASE 3: COMMUNITY ENGAGEMENT		\$10,260	\$850	\$11,110
3.1	Stakeholder Interviews (Three Virtual)	\$1,620	\$0	\$1,620
3.2	Community Workshop (In-Person)	\$3,240	\$350	\$3,590
3.3	Planning Pop-Up (In-Person)	\$2,160	\$350	\$2,510
3.4	Community Survey (Online)	\$2,160	\$150	\$2,310
3.5	Steering Committee #2 (Virtual)	\$1,080	\$0	\$1,080
PHASE 4: MONTREAT TOMORROW UPDATE		\$12,960	\$350	\$13,310
4.1	Future Land Use Analysis & Map	\$5,400	\$0	\$5,400
4.2	Public Officials Presentation #1 (In-Person)	\$2,160	\$350	\$2,510
4.3	Strategic Implementation Planning	\$4,320	\$0	\$4,320
4.4	Steering Committee #3 (Virtual)	\$1,080	\$0	\$1,080
PHASE 5: FINALIZE THE PLAN		\$12,960	\$800	\$13,760
5.1	Draft Plan	\$4,320	\$0	\$4,320
5.2	Internal Plan Review (Coordination/Updates)	\$1,080	\$0	\$1,080
5.3	Public Open House (Town Staff/Coordinate with SC #4)	\$0	\$0	\$0
5.4	Steering Committee #4 (In-Person)	\$2,160	\$350	\$2,510
5.5	Final Plan & Executive Summary	\$3,240	\$100	\$3,340
5.6	Public Officials Presentation #2 (In-Person)	\$2,160	\$350	\$2,510
TOTAL		\$57,780	\$2,700	\$60,480

REDUCED SCOPE

Hold three (3) Steering Committee Meetings (two virtual)

Hold Community Meeting and Open House (without pop-up)

Town Staff to provide additional plan content support

TOTAL	\$47,790	\$2,000	\$49,790
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**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: December 9th, 2021**

SUBJECT: Stormwater Ordinance Update

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: J & K
Department: Administration
Contact: Alex Carmichael
Presenter: Alex Carmichael

BRIEF SUMMARY:

At the November 11th Planning and Zoning Commission meeting, Planning and Zoning voted to recommend to the Town Board of Commissioners that they direct Planning and Zoning to establish a committee to review the Stormwater (Chapter K, Article III of the Code of General Ordinances) Ordinance and to establish a budget to hire an engineering consultant in conjunction with the work of the committee. If the Board of Commissioners wishes to do so, two things need to happen: 1) a public hearing will need to be held on an ordinance establishing the committee, and 2) funds will need to be identified for the hiring of a consultant.

To hold a public hearing is a relatively straight forward process. The Commission can call for a public hearing at this current meeting, to be held at the next regular meeting. This call for a public hearing would serve as the “date of introduction.” Since no action would be taken on the date of introduction, action could be taken at the next meeting after the public hearing. This means that an ordinance establishing a stormwater review committee could be enacted as early as the January meeting.

To identify funds for the consultant is a little more complicated. Staff roughly estimates that this could cost around \$25,000. Our current operating budget is a tight budget without a lot of “fluff.” There simply isn’t an extra \$25,000 in it. If the Commission wishes to move forward with funding a stormwater consultant staff recommends the following options:

- a) Dipping into Fund Balance – this option is tenuous because we are a year-and-a-half behind in our auditing process. That means that our most recent Fund Balance estimate will be from a period with several budget appropriations (law suite, Alberto projects, Town Hall) and severe revenue loss at the beginning of the pandemic. Though

we do not have our most recent Fund Balance estimate back from the auditors yet, we know that it will be below our policy of 35%.

- b) Deferring Capital Projects – Two capital projects have yet to be started in this fiscal year. \$40,000 is currently budgeted for the Comprehensive Plan update, and \$102,603 for the Texas Road Bridge conversion. Either of these projects could be deferred and the funding reallocated for the Stormwater Ordinance update.
- c) Begin the Stormwater Project in Next Year’s Budget – The Commission could instead direct staff to work the Stormwater Ordinance review into the annual budget process. This budget would be adopted before, and enacted on, July 1, 2022. This option would slow down the momentum of the Planning and Zoning Commission.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

- 1. Move to call for a public hearing at the January 13th, 2022 regular meeting of the Board of Commissioners for An Ordinance to Establish a Stormwater Review Subcommittee.
- 2. Move to direct staff to: A) Prepare a budget amendment appropriating fund balance; or B) Prepare a budget amendment reappropriating funds from capital projects; or C) incorporate funding in the FY2022/2023 annual budget for a stormwater review consultant.

FUNDING SOURCE:

TBD

ATTACHMENTS:

N/A

STAFF COMMENTS AND RECOMMENDATIONS:

N/A

ORDINANCE # 21-12-0001

AN ORDINANCE ESTABLISHING AN AD HOC STORMWATER ORDINANCE REVIEW COMMITTEE

WHEREAS, From time to time it is necessary to review regulations for their effectiveness and intent; and

WHEREAS, Article III, Section 308.3 (G) of the Montreat Zoning Ordinance charges the Planning and Zoning Commission to serve as the Stormwater Advisory Committee and assist the Town Board of Commissioners in meeting the mission and achieving the identified goals and objectives of the Town's Stormwater Management Program; and

WHEREAS, the Montreat Planning and Zoning Commission has heard and considered public comment about the Town of Montreat Stormwater Ordinance, and has petitioned the Board of Commissioners to establish a process to review the Stormwater Ordinance through an outside committee and consultant; and

WHEREAS, North Carolina §160D-306 authorizes municipalities to establish "additional advisory boards" when necessary; and

WHEREAS, The Montreat Board of Commissioners seeks to engage the community and invite public participation in the process;

NOW, THEREFORE, BE IT ORDAINED THAT THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTREAT, NORTH CAROLINA: Authorizes and directs the Montreat Planning and Zoning Commission to select and appoint a Stormwater Ordinance Review Committee composed of six to eight members, with one or two members being made up of Planning and Zoning Commission members, for the purpose of auditing and reviewing the Stormwater Ordinance.

FIRST READING: December 9th, 2021

SECOND READING: January 13th, 2022

Tim Helms

Mayor

ATTEST:

I hereby certify this is a true and correct copy of this document, duly adopted by the Town of Montreat
on the ____ day of _____, 2021 as it appears of record in the official minutes.

Angie Murphy

Town Clerk

**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: December 9th, 2021**

SUBJECT: **Water Service**

AGENDA INFORMATION:

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

BRIEF SUMMARY:

It has been requested of the Montreat Board of Commissioners to sell municipal water in Greybeard ETJ. Staff recommends:

1. That the Town sell water in the Greybeard ETJ without adding any infrastructure or incurring any other costs. Property owners would be responsible for water lines from their property to the tap point of our main lines.
2. That non-Montreat residents pay a premium of 63% above what residents pay. This mirrors the Black Mountain rate differential.

The Board of Commissioners also discussed tap and meter rates, both inside and outside the Town limits. Staff recommends the following increases:

- Residential Meter Set Fees to \$315
- Residential Meter Tap Fees to \$1,830.10
- Institutional Meter Set Fees to \$315
- Institutional Meter Tap Fees to \$2,430.10

RECOMMENDED MOTION AND REQUESTED ACTIONS:

1. Move to approve/deny the amendment of the FY 2021-2022 Fee Schedule as presented, beginning January 1, 2020.

FUNDING SOURCE:

N/A

ATTACHMENTS:

N/A

STAFF COMMENTS AND RECOMMENDATIONS:

N/A

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT
Between
BUNCOMBE COUNTY
And
THE TOWN OF MONTREAT
For
BUILDING INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT is dated the _____ of _____, 20____ (the “Agreement”), and is between the **BUNCOMBE COUNTY** (“Buncombe County”), a body politic and corporate organized and existing under the laws of the state of North Carolina and the **TOWN OF MONTREAT** (“Town of Montreat”), a political subdivision of the State of North Carolina a municipal corporation chartered and operating under the laws of the State of North Carolina (hereinafter, collectively, the “Parties”).

WITNESSETH:

WHEREAS, from time to time, it may become necessary for the Town of Montreat to request building inspection services from Buncombe County; and

WHEREAS, Buncombe County is willing to perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis and upon request of the Town’s Building, Planning, and/or Zoning Department staff subject to the terms and conditions set forth herein; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes any unit of local government in North Carolina and any one or more other units of local government in North Carolina to enter into contracts or agreements with each other in order to execute any undertaking.

NOW THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

ARTICLE I
RECITALS and PURPOSE

1.01 Recitals

The Recitals are incorporated into this Agreement.

1.02 Purpose

The purpose of this agreement is to establish the terms and conditions under which the Town of Montreat may request building inspection services from Buncombe County. This will allow, among other things, the Town of Montreat to continue the building inspections and permitting process should the Town’s building inspector be unavailable. This Memorandum of Agreement

replaces any prior building inspection services agreements between Buncombe County and the Town of Montreat. ·

ARTICLE II

TERM, AMENDMENT, and TERMINATION

3.01 Term. This Agreement shall become effective upon the properly authorized execution of the Agreement by both Parties and shall continue until superseded or terminated by either Party (“Term”).

3.02 Amendment. This Agreement may only be amended by a writing signed by the Parties. To propose an amendment to Agreement, either Party may submit the proposed amendment and the reasons for the proposed amendment in writing to the other Party per the Notice provisions in this Article II. If the Parties agree to the proposed amendment, a written amendment to Agreement shall be executed. The Parties may enter into amendments that do not have financial implications for either Party with the approval of and execution by their respective Managers. All other amendments shall require approval by the respective governing boards of the Parties.

3.03 Disputes. Notwithstanding any other provision of this Agreement, either Party may contest any decision, action or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement. If any such dispute cannot be informally resolved, then such dispute shall be resolved as provided in 7.08.

3.04 Termination. Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days written notice to the other Party per the Notice provisions in this Article II.

3.05 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Buncombe County:	Buncombe County Permits and Inspections Director 30 Valley Street Asheville, NC 28801.
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For Town of Montreat:	Town of Montreat Attn: Town Administrator P.O. Box 423 Montreat, NC 28757
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3.06 Prior Agreements Superseded. Upon the execution and delivery of this Agreement, this Agreement shall supersede any and all prior agreements, if any, and shall constitute the definitive Agreement between the Parties regarding all matters relating to the undertaking.

3.07 Survive Termination. Those obligations concerning enforcement of warranties and representations which by their nature should survive the termination of this Agreement, shall survive the termination of this Agreement.

3.08 Responsibilities of the Parties.

a. Buncombe County agrees to:

1. Perform building, electrical, plumbing, and HVAC inspections on behalf of the Town of Montreat on an as-needed basis within twenty four (24) hours of receiving a request for the same from the Building, Planning, and/or Zoning Department staff of the Town of Montreat.
2. Promptly invoice the Town of Montreat for each inspection performed pursuant to this Agreement. Such an invoice shall include the type of inspection performed, the date of inspection, the fee and any applicable discounts on total fees, as well as a copy of any written notices, permits, or comments provided by the inspector.

b. The Town of Montreat agrees to:

1. Pay Buncombe County the rate contained in Buncombe County's fee schedule inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Montreat under this Agreement, for each inspection conducted pursuant to this Agreement.
2. The Town of Montreat agrees to remit payment to the Buncombe County Permits and Inspections Department within 30 days upon receipt of an invoice for services rendered.

ARTICLE V

EXHIBITS AND RELATED DOCUMENTS

6.01 Exhibits

The following exhibits are attached hereto and incorporated by reference into this Agreement as if fully set forth herein:

- A. Exhibit "A" Buncombe County's Current Fee Schedule for Inspections, which both Parties understand may be increased or otherwise amended from time to time and impact the amount paid by the Town of Montreat under this Agreement

ARTICLE VI

OTHER PROVISIONS

7.01 No Third Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

7.02 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employee of any

gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

7.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Buncombe County, North Carolina.

7.04 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

7.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.07 Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

7.08 Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the

Parties shall be subject to and decided exclusively by the appropriate general court of justice of Buncombe County, North Carolina.

7.09 No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

7.10 Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina.

7.11 Assignment. No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

7.12 Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

7.13 Execution in Counterparts/Electronic Version of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

7.16 Headings. Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

7.17 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

7.18 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

7.19 Authority to Inspect. The Parties authorize their respective permits and inspections directors to conduct inspections according to their statutory powers and internal policies and to execute such documents necessary to effect the spirit and intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>BUNCOMBE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager Buncombe County, North Carolina</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Finance Officer Buncombe County, North Carolina</p>
<p>ATTEST:</p> <p>By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina</p> <p style="text-align: center;">[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ County Attorney/County Staff Attorney Buncombe County, North Carolina</p>
<p>TOWN OF MONTREAT, NORTH CAROLINA</p> <p>By: _____ Town Administrator</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____ Town Finance Director Montreat, North Carolina</p>
<p>ATTEST:</p> <p>By: _____ Clerk to the Board of Commissioners Buncombe County, North Carolina</p> <p style="text-align: center;">[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____ Town Attorney Montreat, North Carolina</p>

EXHIBIT A

Buncombe County's Current Fee Schedule for Inspections



TOWN OF MONTREAT

P. O. Box 423

Montreat, NC 28757

Tel: (828)669-8002 Fax: (828)669-3810

www.townofmontreat.org

Montreat Tap Fees and Water Rates

Montreat currently does not have any current rates in place for folks wishing to build and live outside of our town limits also known as ETJ. We have looked into this matter and have come up with the following.

We would like to recommend that we mirror our neighboring community Black Mountain. That would be keeping our current rate of \$4.95 for in town residents and do an increase of around 63% to \$8.07 for outside the town limits. We would also like to add that Montreat is a member of NCRWA (North Carolina Rural Water Association.) They provide many free and valuable services to Municipalities. We have asked them to do a rate survey for us. When they complete this study which could take a few months to complete we would like to come back and consider their recommendations if there are any.

Montreat Tap Fees

- 2021 fees \$950.00 water tap / \$50.00 meter set (only applies if there is existing tap)
- Recommended fees – Actual cost: \$1742.10 / \$300.00. We recommend an increase to **\$1830.10 / \$315.00** that's 5% over costs to cover any future increase in material.
- These numbers are for ¾ inch water taps. The Town currently does not have tap fees for lines 1 inch and larger so staff recommends adopting large line rates in the near future. One option to explore is a System Development Fee, such as is utilized in Black Mountain.

FISCAL YEAR 2021-2022 FEE SCHEDULE

Town of Montreat Fiscal Year 2021-2022 Fee Schedule

Administration

Taxes

Property Tax Rate: \$0.43/\$100 of Assessed Valuation

Miscellaneous

Copies (B&W)	\$0.10 per page
Copies (Color)	\$0.25 per page
Faxes Sent	\$1.00 per page
Faxes Received	\$0.10 per page
Documents	Actual Cost
Returned Check Fee	\$25.00 (per event)

Privilege Licenses

Repealed March 8, 2007

Water Rates

Residential

Water Access Fee	\$14.35
Water Rate in Town Limits (per 1,000 gallons)	\$4.95
Water Rate outside of Town Limits	1.63 times in-Town rate
Meter Set	\$315.00
Meter Tap	\$1830.10

Institutional

Water Access Fee – 1” Line	\$92.25
Water Access Fee – 2” Line	\$225.50
Water Rate in Town Limits (per 1,000 gals)	\$4.95
Water Rate outside of Town Limits	1.63 times in-Town rate
Meter Set	\$315.00
Meter Tap	\$2,430.10

Other Fees

Reconnection Fee	\$100.00
Water Service Transfer Fee	\$25.00
Late Fee	5% per month on past due balances

Sewer Rates

Determined by the
Metropolitan Sewerage District Fee Schedule

Building Permits and Inspection Fees**Non-Residential Permits**

New Construction or Renovation (up to \$1,000,000 in Valuation)	\$300.00; or \$10.00 per \$1,000.00 gross construction value, whichever is greater
New Construction or Renovation (over \$1,000,000 in Valuation)	0.30% of each additional \$1,000,000 or value or portion thereof
Engineering Services Review Fee	\$75.00 per hour

Non-Residential Electrical, Mechanical & Plumbing Inspection Fees

Per Inspection, Per Trade Discipline	\$100.00
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Other (Non-Residential)

Modular Offices	\$250.00
Day Care Centers	\$80.00 per trade discipline
ABC License	\$80.00 per trade discipline
Certificate of Occupancy	\$150.00

Residential Construction Permits (New)

Site-Built Homes	Fees based on Estimated Construction Cost x 0.006
Covered Heated Areas	\$132.00 per sq. ft.
Covered Unheated Areas	\$60.00 per sq. ft.
Porches, Decks, Patios, etc.	\$44.00 per sq. ft.
Concrete Slabs, Walks, Drives, etc.	\$4.00 per sq. ft.
Manufactured Homes	\$88.00 per sq. ft.

Residential Construction Permits (Remodel or Renovation)

\$0 - \$999.99	\$30.00
\$1,000 - \$1,999.99	\$40.00
\$2,000 - \$4,999.99	\$50.00
\$5,000 or more	Actual Cost of Construction x 0.006 Or \$50.00 whichever is greater

Residential Electrical, Mechanical & Plumbing Inspection Fees

Per Inspection, Per Trade Discipline	\$100.00
Mechanical Appliance Change Out	\$100.00
LP Gas Piping/System (per inspection required)	\$75.00

<u>Residential Certificate of Occupancy Fee</u>	\$60.00
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Miscellaneous Inspection & Administration Fees

Demolition Permit	\$100.00
Driveway Permit	\$100.00
Fire Inspection	Per Town of Black Mountain Fee Schedule
Grading Permit	\$150.00
Homeowners Recovery Fee	\$10.00
Re-Inspection Fee	\$100.00

Residential Retaining Walls (<48" unbalanced backfill)	\$100.00
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Engineered Retaining Walls (>48" unbalanced backfill or commercial projects)	\$300.00 Minimum Fee or 0.006 x Project Cost (including design work), whichever is greater
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<u>Work Performed Without Building and Zoning Permits</u>	Double Permit Fee
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Right-of-Way Cut Permit Fees

Minimum	\$50.00 < 25 square feet.
Normal Fee	\$2.00 per square foot
Maximum	\$2,500.00
Full Width Overlay (Master Permit – must be requested at time of cut application)	\$50.00
Street/Sidewalk/Dirt Cut Permit Length	10 working days (excluding weather delays)
Additional Re-Inspections	\$50.00 each
Additional Re-Inspections for Warranty Work	\$50.00 each

Penalties/Fines

Failure to obtain permit	\$50.00 per day
Exceeding time (past 10 working days)	\$50.00 per day

Miscellaneous

30-Day Extensions (must be requested prior to permit expiration)	No Charge
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Planning/Zoning

Board of Adjustment Fees

Appeals or Interpretations	\$50.00
Rezoning Requests	\$200.00
Variance Applications	\$350.00
Zoning Ordinance Amendment Applications	\$50.00

Permit Fees

Zoning Permit	\$35.00
Conditional Use Permit	\$300.00

Subdivision Plat Review Fees

Minor Subdivision	\$50.00
Major Subdivision	\$100.00

Sign Permit Fees

Free-Standing Signs	\$25.00
Wall Signs	\$20.00

Projection Signs	\$20.00
Suspended Signs	\$10.00
Home Occupation Signs	\$10.00

Other Permits

Wireless Communications Facility - Plan Review Fee	\$500.00
Wireless Communications Facility - Intermodulation Study	\$500.00
Stormwater Permit	\$400 per acre, or portion thereof, for total disturbed acreage equal to or exceeding 12,000 square feet. Below 12,000 square feet disturbed area, a \$100 flat rate shall be applied to all development and qualified redevelopment requiring a permit as described in the Stormwater Management Ordinance
Base Application Fee for Development in a Special Flood Hazard Area (SFHA)	\$100.00
Fire Permits (Operational or Construction)	\$25.00

Sanitation

Back Door Collection – Three Months	\$47.50
Back Door Collection - Annual	\$131.25
Special Pick Up	\$25.00 minimum
ETJ Collection Rate	\$300.00 annually
Mattress Disposal Fee	\$5 per item
Leaf Collection Fee (outside normal collection period)	\$25.00
Brush/ Yard Waste Collection Fee (over 3 cubic yards)	\$25.00 per each additional 3 cubic yards
Town Seal Imprinted Bags (Blue and Green)	\$1.00 per bag

Police Department

Parking Fines

Overtime Parking	\$2.00
Illegal Parking	\$30.00
Handicap Parking (Unauthorized)	\$75.00
Late Fee for Parking Fines	Additional \$10.00 if not paid within 15 days
Immobilization Fees	\$50.00

Town Ordinance Violation Fees

First Offense	Verbal Warning
Second Offense	\$250.00
Third and Subsequent Offenses	\$500.00

<u>Life Safety Code Violations</u>	\$100.00
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<u>Non-Conforming Sign Violations</u>	\$50.00 if not removed within 15 days
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All fees are subject to change at any time with approval by the Board of Commissioners.