

**Town of Highlands
Board of Commissioners Meeting
Via Zoom**

**Thursday, July 16th, 2020
7:00pm**

*****Agenda*****

- | | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------|
| 1. | Meeting Called to Order | <i>Mayor Patrick Taylor</i> | |
| 2. | Public Comment Period | <i>Mayor Patrick Taylor</i> | |
| 3. | Review and Approve Agenda | <i>Mayor Patrick Taylor</i> | |
| 4. | Approval of May 21 st , 2020 Regular Meeting Minutes
Approval of June 18 th , 2020 Regular Meeting Minutes | <i>Mayor Patrick Taylor</i> | Pages 2-26
Pages 27-42 |
| 5. | Reports
A. Mayor
B. Commissioners and Committee Reports
C. Town Manager | | |
| 6. | Consent Agenda
Public Works Department
Police Department
Parks & Recreation Department
Planning & Development Department
Treasurer's Report
WWTP SCADA Budget Amendment | <i>Mayor Patrick Taylor</i> | Page 43
Page 44
Pages 45-46
Pages 47-50
Pages 51-75
Pages 76-77 |
| 7. | Old Edwards Inn Annexation Request for "The Farm"
B-3 Conditional Zoning Request for "The Farm" | Michael Mathis | Pages 78-92 |
| 8. | B.E.A.R. Wise Committee Update
<ul style="list-style-type: none">• Education Partnership with Bear Task Force• Bear Feeding Ordinance• Residential Bear Resistant Toter Requirement | <i>Mayor Patrick Taylor</i> | Pages * |
| 9. | Preliminary Engineering Report Proposal
for Priority Water System Capital Projects | <i>Lamar Nix</i> | Pages 93-127 |
| 10. | Adjournment | <i>Mayor Patrick Taylor</i> | |

*Items to be sent by separate email

Regular Meeting Minutes of the Town of Highlands Board of Commissioners Meeting of May 21, 2020, via Zoom, Highlands, North Carolina

Town Board Present: Commissioner John Dotson, Commissioner Amy Patterson, Mayor Pro Tempore Donnie Calloway, Commissioner Brian Stiehler, Commissioner Marc Hehn and Mayor Pat Taylor

Also Present: Town Manager Josh Ward, Town Attorney Jay Coward, Finance Director Rebecca Shuler, Public Works Director Lamar Nix, Police Chief Bill Harrell, Parks & Recreation Director Lester Norris, Planning & Development Director Assistant Michael Mathis and Town Clerk Gibby Shaheen

1. Meeting Called to Order

Mayor Taylor called the meeting to order at 7:00pm.

2. Public Comment Period

Mayor Taylor read an email received from Thomas Craig. Craig supporting the Chamber of Commerce's request of outdoor dining and asked that alcohol sales be approved for responsible business owners for the outdoor dining.

3. Adjust and Approve the Agenda

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE AGENDA AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

4. Approval of the March 5th, 2020, Special Meeting Minutes

COMMISSIONER STIEHLER MADE A MOTION TO APPROVE THE MARCH 5TH, 2020, SPECIAL MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER PATTERSON AND THE VOTE WAS UNANIMOUS.

Approval of the March 17th, 2020, Emergency Meeting Minutes

COMMISSIONER STIEHLER MADE A MOTION TO APPROVE THE MARCH 17TH, 2020, EMERGENCY MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY AND THE VOTE WAS UNANIMOUS.

Approval of the March 23rd, 2020, Emergency Meeting Minutes

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE MARCH 23RD, 2020, EMERGENCY MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER DOTSON AND THE VOTE WAS UNANIMOUS.

Approval of the March 25th, 2020, Emergency Meeting Minutes

COMMISSIONER PATTERSON MADE A MOTION TO APPROVE THE MARCH 25TH, 2020, EMERGENCY MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

Approval of the March 31st, 2020, Emergency Meeting Minutes

COMMISSIONER STIEHLER MADE A MOTION TO APPROVE THE MARCH 31ST, 2020, EMERGENCY MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER PATTERSON AND THE VOTE WAS UNANIMOUS.

Approval of the April 9th, 2020, Special Meeting Minutes

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE APRIL 9TH, 2020, SPECIAL MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

5. Reports

A. Mayor

Mayor Taylor introduced Tom Neal and he updated on the present status of the Hospital and the latest on COVID-19.

Mayor Taylor acknowledged the loss of former Mayor Don Mullen and on behalf of the Town extended sympathy and condolences to the family, and they are in our thoughts and prayers.

Mayor Taylor said it was Police Chief Harrell's last meeting and he commended him for 14 years of service and he grew and build a professional police department, and he will be missed and wish him the best in his new job.

Mayor Taylor wished the graduating Seniors good luck, and mentioned that they had put a sign out in front of the school advertising it for sale.

B. Commissioners and Committee Reports

Mayor Pro Tempore Calloway announced the Land Use Committee would be meeting with Assistant Planning & Development Director Michael Mathis to review applications for the Comprehensive Plan.

C. Town Manager

Town Manager Ward echoed Mayor Taylor that Chief Harrell had shown leadership and professionalism in the police department and wished him the best in his new position.

Ward congratulated Fire Chief Ryan Gearhart and the Highlands Fire Department squad crew for a great ISO Inspection by the State Fire Marshall, the score remains a 4.

Ward stated applications are open for Highlands-Cashiers Health Foundation and we have a letter to submit for viper radio equipment and PPE.

Ward announced Land Use Committee will make a recommendation at the June meeting for the Comprehensive Plan, IT/Communications Committee will meet on the RFP for the Fiber Lease next week and Town Hall will be closed Monday for Memorial Day.

6. Consent Agenda

- Public Works Department
- Police Department
- Parks & Recreation Department
- Planning & Development Department
- Treasurer's Report

Highlands Motoring Festival Fall Event Request

Highlands Motoring Festival Fall Event Request

Two weeks ago, our planning committee decided to cancel the 2020 Highlands Motoring Festival. At that same meeting we agreed to not give up on our three local charity partners in their time of greatest need. Accordingly, we laid out plans for some fall fundraising activities that will involve driving and outdoor events that would be consistent with social distancing. As we move forward, we want to be in step with the Town's quarantine requirements.

Our fall events would involve using the Kelsey Hutchinson Park with driving tours departing from there in the morning of Friday September 11 and Saturday September 12. Then on Sunday, September 13, we will stage an informal car show. We visualize this event being similar to the "High Octane" event that the Town had approved for June 14, 2020's with no sound system, no 5th Street closure, no registration, and no judging

Lester Norris has advised that these dates are available in the Park's schedule and that we should seek formal approval from Town officials.

Sincerely,

Steve Ham and Mark Chmar
2020/2021 HMF Co-Chairmen

COMMISSIONER STIEHLER MADE A MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY AND THE VOTE WAS UNANIMOUS.

7. **Public Hearing:**

Amendments to Articles 10, 13 & 15 of the Unified Development Ordinance

- 1. Section 10.3.6: Pertaining to Regulations for Subdivision Roads**
- 2. Section 13.3.11 & 13.2.3: Pertaining to Regulations for Illuminated Signs**
- 3. Section 15.4.1 & 15.4.3: Pertaining to Regulations for Civil Penalties**

A. Open Public Hearing

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO OPEN THE PUBLIC HEARING ON THE REVISIONS TO THE UNIFIED DEVELOPMENT ORDINANCE AT 7:28PM, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

B. StaffComments/Recommendation

Assistant Planning & Development Director Michael Mathis stated the concern about street paving in private residential subdivisions was brought to the attention of the Planning Department back in October 2019. Mathis continued that the ordinance is written, there is no hard-surface paving requirement for private residential subdivision roads at any grade. The suggested ordinance amendment was brought to the Land Use Committee's attention in November of 2019, and recommended all private subdivision roads to be paved that exceed a specific grade; to the Planning

Board in December of 2019, and recommended all private subdivision roads to be paved that exceed a five (5) percent grade; and to the Town Board in February of 2020 for review and discussion, and recommended all private subdivision roads be paved no matter the grade.



ORDINANCE AMENDMENT

Pursuant to an affirmative vote of _____ yeas and _____ nays by the Board of Commissioners of the Town of Highlands at its regular meeting on the _____ day of _____, 2020, and an affirmative vote of _____ yeas to _____ nays by The Board of Commissioners at its regular meeting on the _____ day of _____, 20____ if required, the following ordinances are hereby AMENDED:

Unified Development Ordinance of Highlands, NC (UDO)
 Article 10 – Infrastructure, Sec. 10.3 Streets, 10.3.6 Street Paving
 (EXISTING CODE LANGUAGE IN BLACK & PROPOSED AMENDMENTS IN RED.)

Sec. 10.3 - Streets

10.3.6 Street Paving

- A. *Public Streets.* All streets designated "public" shall be paved in accordance with the applicable review authority standards and specifications.
- B. *Private Residential Subdivision.* Hard surface paving such as asphalt or concrete is ~~optional~~ **required** for all private, single-family residential subdivision streets **exceeding a 5% grade and requiring a right-of-way designation.** ~~designated "private"; however, They must shall~~ in all other respects meet the requirements of Town Ordinances.
- C. *Commercial Subdivisions.* All streets in commercial or multi-family subdivisions, whether public or private, shall be paved.



**STATEMENT OF CONSISTENCY
 WITH THE TOWN OF HIGHLANDS LAND USE PLAN FOR THE AMENDMENTS TO THE
 UNIFIED DEVELOPMENT ORDINANCE (“UDO”) OF THE TOWN OF HIGHLANDS PER
 NCGS 160A-383**

**SECTION 10.3.6
 Pertaining to Regulations for Subdivision Roads**

BE IT HEREBY RESOLVED by the Town Board of the Town of Highlands, North Carolina, that in accordance with provisions of North Carolina General Statute 160A-383, the Town Board hereby finds and determines that the amendments to the Unified Development Ordinance of the Town of Highlands, is consistent with the goals, objectives and policies of the Town's adopted Land Use Plan. Specifically, the amendments will clarify and add additional requirements for private subdivision roads. The amendments are found to be reasonable and in the public interest. Specifically, the amendments will assist property owners against sedimentation and erosion issues.

Upon motion duly made by _____, seconded by _____, the above statement was duly recommended by the Board of Commissioners of the Town of Highlands at the regular meeting held on the 21st day of May, 2020.

Upon call for a vote, the following Members voted in the affirmative:

_____.

And the following Members voted in the negative: _____.

This the 21st day of May, 2020.

Patrick Taylor, Mayor

Attest:

Gilberta B. Shaheen, Town Clerk

Assistant Planning & Development Director Michael Mathis stated the internally illuminated signs ordinance was first challenged at the October 2019 Town Board Meeting. This issue was taken to the Land Use Committee for review in November 2019, to the Planning Board in December 2019, and to the Town Board in February 2020, and the recommendation from the Planning Board is to prohibit any sign whose light source is within or behind the sign, excluding Section 13.4.2, Item H, Restaurant Message Boards, and Section 13.4.1, Item B, Real Estate Listings Within Commercial Windows.



Pursuant to an affirmative vote of _____ yeas and _____ nays by the Board of Commissioners of the Town of Highlands at its regular meeting on the _____ day of _____, 2020, and an affirmative vote of _____ yeas to _____ nays by The Board of Commissioners at its regular meeting on the _____ day of _____, 20____ if required, the following ordinances are hereby AMENDED:

Unified Development Ordinance of Highlands, NC (UDO)

Article 13 – Sign Standards, Sec. 13.3.1 Off-Premises Signs, including Outdoor Advertising Signs and
Sec. 13.3.11 Internally Illuminated Signs

(EXISTING CODE LANGUAGE IN BLACK & PROPOSED AMENDMENTS IN RED.)

ARTICLE 13 – Sign Standards

Sec. 13.3 - Prohibited Signs

The following signs shall be prohibited, and may neither be erected nor maintained. The standards shall apply both to prohibited sign locations and sign types.

13.3.1 Off-Premises Signs, Including Outdoor Advertising Signs

Any sign which is not located on the premises that it identifies or advertises, with the exception of signs permitted in Sec. 13.4.2, Permanent Regulated Signs Allowed Without a Permit, Item E for name plate signs, and Item F for Customary Incidental Home Occupations; political signs permitted in Sec. 13.4.1, Temporary Regulated Signs Allowed Without a Permit, Item H; signs on Public Information Centers per Sec. 13.5.2, Permanent Regulated Signs Requiring a Permit, Item H; and signs identifying businesses in shopping centers located other than at the actual building frontage of the individual business per Sec. 13.5.2, Permanent Regulated Signs Requiring a Permit, Items F and G. Outdoor advertising signs permitted prior to May 7, 1986 by the State of North Carolina under the Outdoor Advertising Control Act shall be nonconforming in accordance with Sec. 13.2.6, ~~Nonconfirming~~ **Nonconforming** Signs, Item D, Outdoor Advertising Signs.

13.3.11 Internally Illuminated Signs

Any sign whose light source is within **or behind** the sign; ~~with the sign having a transparent or translucent background or cover which silhouettes opaque or translucent letters or designs,~~ **excluding** for Sec. 13.4.2, Item H, restaurant message boards and 13.4.1, Item B, real estate listings within commercial windows.



**STATEMENT OF CONSISTENCY
WITH THE TOWN OF HIGHLANDS LAND USE PLAN FOR THE AMENDMENTS TO THE
UNIFIED DEVELOPMENT ORDINANCE (“UDO”) OF THE TOWN OF HIGHLANDS PER
NCCS 160A-383**

**SECTIONS 13.3.11 & 13.2.3
Pertaining to Regulations for Illuminated Signs**

BE IT HEREBY RESOLVED by the Town Board of the Town of Highlands, North Carolina, that in accordance with provisions of North Carolina General Statute 160A-383, the Town Board hereby finds and determines that the amendments to the Unified Development Ordinance of the Town of Highlands, is consistent with the goals, objectives and policies of the Town’s adopted Land Use Plan. Specifically, the amendments will clarify the current requirements for illuminated signs. The

amendments are found to be reasonable and in the public interest. Specifically, the amendments will help preserve the Town of Highlands Dark Sky Initiative.

Upon motion duly made by _____, seconded by _____, the above statement was duly recommended by the Board of Commissioners of the Town of Highlands at the regular meeting held on the 21st day of May, 2020.

Upon call for a vote, the following Members voted in the affirmative:

_____.

And the following Members voted in the negative: _____.

This the 21st day of May, 2020.

Patrick Taylor, Mayor

Attest:

Gilberta B. Shaheen, Town Clerk

Assistant Planning & Development Director Michael Mathis said while reviewing the civil penalties process in reference to a specific zoning violation, the Planning Department noticed an issue with Section 15.4.1 Citations. The citation ordinance, as written, only allows Town staff the ability to cite offenders who have violated Section 13 Sign Standards and Section 11.2.2 Tree Protection. Any other zoning violation must go to the Board of Commissioners, in closed session, to determine if a penalty is warranted and, if so, the amount of said citation. Also discussed at both meetings was §15.4.3 Determination of Amount of Penalty. By amending this section, the ordinance would still allow the Board of Commissioners full authority when dealing with erosion control and sedimentation issues. The Planning Board recommended amending the ordinance as presented to allow the Planning Department and Code Enforcement more authority when dealing with zoning violations.



ORDINANCE AMENDMENT

Pursuant to an affirmative vote of _____ yeas and _____ nays by the Board of Commissioners of the Town of Highlands at its regular meeting on the _____ day of _____, 2020, and an affirmative vote of _____ yeas to _____ nays by The Board of Commissioners at its regular meeting on the _____ day of _____, 20____ if required, the following ordinances are hereby AMENDED:

Article 15 – Inspections, Violations and Enforcement, Sec. 15.4 Civil Penalties,
15.4.1 Citations and 15.4.3 Determination of Amount of Penalty

(EXISTING CODE LANGUAGE IN BLACK & PROPOSED AMENDMENTS IN RED.)

ARTICLE 15 – Inspections, Violations and Enforcement

Sec. 15.4 - Civil Penalties

15.4.1 Citations

If an offender fails, for ~~thirty (30)~~ **ten (10)** days or more, to take all corrective actions required by a Notice of Violation, **the offending party shall become subject to an immediate civil penalty assessed from the date of the violation with the issuance of a citation.** ~~the Board of Commissioners shall meet in open session (unless otherwise authorized to consider a matter in closed session under G.S. 143-318.11) and determine whether to assess a civil penalty and the amount of such penalty.~~ The Town shall send notice of the **violation** ~~date of such determination~~ to the offender at the offender's last known address, by first class mail, at least ten (10) days prior to the **issuance of a citation.** ~~Board's meeting.~~ Notwithstanding any other provision herein, for violations of Article 13, Sign Standards and Article 11, Section 11.2.2, Tree Protection, the issuance of a Notice of Violation that imposes an immediate penalty shall require payment as stated in the Notice of Violation without issuance of a citation or any further action by the Planning and Development Director ~~or the Board of Commissioners.~~ Service of such Notice of Violation shall be accomplished by giving the owner of the property (or any other person apparently in charge of the premises) a copy thereof.

(Amend. of 8-21-14)

15.4.3 Determination of Amount of Penalty for Erosion Control and Sedimentation Issues

In determining the amount to assess for an **erosion control and sedimentation issue**, the Board shall consider each of the following factors:

- A. The degree and extent of harm caused by the violation;
- B. The cost of rectifying the damage, including clean up costs, devaluation of the property, and value of animal and plant life damaged, and other reasonable costs;
- C. The amount of money the offender saved by noncompliance;
- D. Whether the violation was committed willfully;
- E. Whether the violator reported the violation;
- F. Whether the violator took reasonable measures to comply with this Ordinance;
- G. Whether the violator voluntarily took reasonable measures to restore any areas damaged by the violation;
- H. The prior record of the offender in complying or failing to comply with this Ordinance or any other Local, State, or Federal pollution control rule or regulation;
- I. The date of the violation or the date it was detected; and
- J. Any other relevant mitigating and aggravating factors.



**STATEMENT OF CONSISTENCY
WITH THE TOWN OF HIGHLANDS LAND USE PLAN FOR THE AMENDMENTS TO THE
UNIFIED DEVELOPMENT ORDINANCE (“UDO”) OF THE TOWN OF HIGHLANDS PER
NCGS 160A-383**

**SECTIONS 15.4.1 & 15.4.3
Pertaining to Regulations for Civil Penalties**

BE IT HEREBY RESOLVED by the Town Board of the Town of Highlands, North Carolina, that in accordance with provisions of North Carolina General Statute 160A-383, the Town Board hereby finds and determines that the amendments to the Unified Development Ordinance of the Town of Highlands, is consistent with the goals, objectives and policies of the Town’s adopted Land Use Plan. Specifically, the amendments will clarify the current requirements for civil penalties. The amendments are found to be reasonable and in the public interest. Specifically, the amendments will allow town staff more enforcement authority.

Upon motion duly made by _____, seconded by _____, the above statement was duly recommended by the Board of Commissioners of the Town of Highlands at the regular meeting held on the 21st day of May, 2020.

Upon call for a vote, the following Members voted in the affirmative: _____.

And the following Members voted in the negative: _____.

This the 21st day of May, 2020.

Patrick Taylor, Mayor

Attest:

Gilberta B. Shaheen, Town Clerk

C. Public Comments

There were no comments.

D. Close Public Hearing

COMMISSIONER STIEHLER MADE A MOTION TO CLOSE THE PUBLIC HEARING FOR THE REVISIONS TO THE UNIFIED DEVELOPMENT ORDINANCE AT 7:36PM, WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY AND THE VOTE WAS UNANIMOUS.

E. Council Action

COMMISSIONER PATTERSON MADE A MOTION TO APPROVE THE AMENDMENTS TO ARTICLE 10, SECTION 10.3.6: PERTAINING TO REGULATIONS FOR SUBDIVISION ROADS OF THE UNIFIED DEVELOPMENT ORDINANCE AS AMENDED TO REFLECT ALL PRIVATE ROADS TO BE PAVED, WHICH WAS SECONDED BY COMMISSIONER HEHN AND THE VOTE WAS UNANIMOUS.

COMMISSIONER COMMISSIONER DOTSON MADE A MOTION TO APPROVE THE AMENDMENTS TO ARTICLE 13, SECTION 13.3.11 & 13.2.3: PERTAINING TO REGULATIONS FOR ILLUMINATED SIGNS OF THE UNIFIED DEVELOPMENT ORDINANCE AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

COMMISSIONER PATTERSON MADE A MOTION TO APPROVE THE AMENDMENTS TO ARTICLE 15, SECTION 15.4.1 & 15.4.3: PERTAINING TO REGULATIONS FOR CIVIL PENALTIES OF THE UNIFIED DEVELOPMENT ORDINANCE AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

8. Resolution Approving Participation in the Southwestern NC Home Consortium

Mayor Taylor stated that this is a regional initiative for the Southwest Commission to obtain federal funds for affordable housing for this region.



A Resolution Approving Participation of the Town of Highlands In the “Southwestern NC Home Consortium” and Authorizing the Chief Executive Officer to Enter Into and Execute A Home Investment Partnership Act Consortium Agreement Resolution No. 2020-06-Res

WHEREAS, the National Affordable Housing Act of 1990 created the HOME Investment Partnership Program; and

WHEREAS, a provision of the HOME Program is that multiple governmental bodies may join together to form a consortium and thereby qualify for a HOME formula grant; and

WHEREAS, Haywood County (Lead Entity) and the Southwestern NC Planning and Economic Development Commission (Administrative Agent) have proposed that such a consortium will facilitate regional and intergovernmental cooperation and the accomplishment of common goals and objectives; and

NOW, THEREFORE, BE IT RESOLVED, the Town of Highlands Board of Commissioners authorizes the Mayor to negotiate and execute the “HOME Investment Partnership Act Consortium Agreement,” substantially in the form as attached herewith, subject to approval of the Town Attorney as to for and legality.

Upon motion duly made and seconded, the above resolution was unanimously adopted by the Board of Commissioners at a regularly scheduled meeting held on the 21st day of May, 2020.

This the 21st day of May, 2020.

Patrick L. Taylor, Mayor

ATTEST:

Gilberta B. Shaheen, Town Clerk

SOUTHWESTERN NC HOME CONSORTIUM
JOINT COOPERATION AGREEMENT
FOR
HOME INVESTMENT PARTNERSHIP ACT

THIS AGREEMENT, entered into this _____ day of _____, 2020, by and between the County of Haywood (herein called the “Lead Entity”), County of Cherokee, County of Clay, County of Graham, County of Jackson, County of Macon, and County of Swain (herein called the Counties) and all other municipalities within Haywood County (including Canton, Clyde, Maggie Valley and Waynesville), Cherokee County (including Andrews and Murphy), Clay County (including Hayesville), Graham County (including Lake Santeetlah, Robbinsville and Fontana Dam), Jackson County (including Dillsboro, Forest Hills, Sylva and Webster), Macon County (including Franklin and Highlands) and Swain County (including Bryson City), herein known as Members, said parties to the agreement being geographically contiguous units of general local government of the State of North Carolina, and is made pursuant to North Carolina Statutes, Article 20 of Chapter 160A.

WITNESSETH THAT:

WHEREAS, the Cranston-Gonzales National Affordable Housing Act of 1990 (herein called the “Act”) makes provisions whereby units of general local government may enter into cooperation agreements and form a Consortium to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Program (HOME Program); and

WHEREAS, it is the desire of the parties that the Lead Entity will act in a representative capacity for the Members as well as itself. The Members desire that the Lead Entity assume overall responsibility for ensuring that the Consortium is carried out in compliance with the requirements of the Act, state and federal regulations’ program requirements and the Consolidated Plan for the Consortium. The Lead Entity through written agreement is utilizing the Southwestern NC Planning and Economic Development Commission (Administrative Agent) to assist in carrying out the daily administration responsibilities of the Consortium. That written agreement specifies the duties and responsibilities of the Administrative Agent to carry out the administrative and other functions necessary, required and desirable to fulfill the requirements of the Act, its regulations, United States Department of Housing and Urban Development directives and state and federal law.

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

1. The parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME program. The Members hereby authorize the Lead Entity to apply for and receive HOME funding from the United States Department of Housing and Urban Development. The Lead Entity is authorized to act in a representative capacity for all Members for purposes of the HOME program.
2. The Members hereby authorize the Lead Entity to establish a local HOME Investment Trust Fund for receipt and disbursement of HOME funds and repayments.
3. The Lead Entity and Members shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing information to the Lead Entity. The Members shall execute and submit the required certifications, and shall prepare and submit plans for monitoring compliance with the Consolidated Plan. The Lead Entity, through the Administrative Agent, assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 91 and 92, respectively, and the requirements of 24 CFR 92.350.
4. The Lead Entity and each Member shall be responsible for providing matching funds required by federal regulations for any funds allocated for that jurisdiction. No Member shall refuse to provide matching funds required by its projects for the period of time that the participation of that Member is required in the Consortium by HUD regulations and this Agreement. Each Member shall reimburse the Lead Entity immediately and in full for any and all expenses incurred by Lead Entity as a result of the failure of any Member to provide the matching funds. Matching funds will not be required when the Member does not have a project within its jurisdiction.
5. The Consortium agrees, that unless this requirement is suspended by HUD, that a minimum of fifteen percent (15%) of all HOME funds received will be set aside for the use of Community Housing Development Organizations (CHDOs) which have 501(c)(3) tax status as required by federal law.
6. The Lead Entity and the Administrative Agent will be paid an administrative fee totaling ten percent (10%) of the overall HOME funds allocation for the performance of their duties administering the HOME program in accordance with the applicable requirements of 24 CFR part 92. Said fee will be shared between the parties as stipulated in a separate administrative agreement. Only costs associated with the management and administration of the HOME program will be charged against HOME administrative allocations.
7. The Members do hereby agree to inform the Lead Entity through the Administrative Agent, in writing, of any income generated by the expenditure of HOME funds received by the Members, and that such program income must be paid to the Lead Entity for deposit into the Trust Fund or may be retained by the Members only if its use is defined in a separate agreement and approved by the United State Department of Housing and Urban Development.
8. The Members and Lead Entity shall affirmatively advance fair housing. And make all benefits of the program available in accordance with fair housing regulations.
9. The Members, as parties to the Consortium, agree that they shall direct all activities, with respect to the Consortium, to the alleviation of housing problems in the State of North Carolina.
10. This section shall not be construed as waiving any defense or limitation which any party may have against any claim or cause of action by any person not a party to this agreement.

11. The terms of this agreement will cover the period necessary to carry out all activities that will be funded from funds awarded for three federal fiscal years. The units of general local government which join the Consortium will remain in the Consortium for this entire period. The qualification period is Federal Fiscal Years 2021 -2023. The time for which this agreement remains in effect is until the HOME funds from each of the Federal Fiscal Years set out above are closed out pursuant to 24 CFR 92.507. No Consortium member may withdraw from the agreement while the agreement remains in effect.

12. This agreement will automatically renew for participation in successive three-year qualification periods. By the date specified in HUD’s consortia designation notices, the Consortium’s Lead Entity, through the Administrative Agent, will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods. A copy of the notification to each jurisdiction must be sent to the HUD Field Office by the date specified in the consortia designation notice. The Lead Entity shall have the authority to amend the HOME consortium agreement on behalf of the consortium’s members. The Lead Entity will incorporate all changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year period, and will submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and failure to comply will void the automatic renewal of the consortia agreement.

13. The Members and Lead Entity agree that this Cooperation Agreement may require modifications when final regulations on HOME and Consolidated Plan are provided by the United States Department of Housing and Urban Development and will cooperate in executing a revised or amended written agreement acceptable to all parties.

14. Should disputes arise between any participants in the Consortium resulting in legal action, such actions shall be filed in the appropriate courts of Haywood County. All parties hereto located in Counties outside Haywood County specifically waive any alternate venue.

15. The program start date for the Consortium is July 1, 2021 – June 30, 2022, and all units of general local government are on the same program year.

16. A Consortium Committee has been formed with one representative from each Member. The Consortium Committee will meet quarterly to receive Consortium updates and to review progress made towards Consolidated Plan goals. The Lead Entity, through the Administrative Agent, shall establish all policies, determine funding allocations, and control all activities of the consortium. The Administrative Agent will accept project recommendations from all HOME consortium members, but reserves the right to make final funding decisions consistent with the Consolidated Plan.

IN WITNESS WHEREOF, the Lead Entity and the Members have caused this Agreement to be executed by a duly authorized officer of each party.

TOWN OF _____

By: _____

Mayor, Town Council

ATTESTED:

By: _____

SEAL

STATE OF NORTH CAROLINA

TOWN OF _____

I, a Notary Public of the Town of _____ and State of North Carolina, certify that _____ personally came before me this day and acknowledge that he/she is Mayor of the Town Council , a North Carolina body corporate, and that by authority duly given and as the act of the _____ Town Council, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by himself/herself as its Mayor.

Witness my hand and seal this _____ day of _____, 20__.

(Signature)
_____, Notary Public
(Printed Name)

SEAL

My Commission Expires: _____

APPROVED AS TO FORM:

(Signature)

(Printed Name)

Attorney for _____ Town Council

COMMISSIONER HEHN MADE A MOTION TO APPROVE THE RESOLUTION AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER PATTERSON AND THE VOTE WAS UNANIMOUS.

9. Request from H-C Health Foundation to Use Founder’s Park

Mayor Taylor stated the Foundation had requested to use Founder’s Park on June 13, 2020, from 8:00am to 1:00pm for testing as many as possible essential worker’s and others for people who are uninsured or self-pay.

Commissioner Patterson asked why Founder’s Park, wasn’t there a better place for this to be done. Commissioner Dotson suggested the Recreation Park and everyone agreed.

COMMISSIONER DOTSON MADE A MOTION TO ALLOW THE FOUNDATION TO USE THE RECREATION PARK, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

10. July 4th Fireworks Discussion

Director of the Chamber of Commerce Kaye McHan stated the Chamber had the pleasure of hosting the 4th of July fireworks, but with limited numbers available to congregate they asked to use the alternate date of Saturday, September 5, 2020.

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO AMEND THE DATE FOR THE FOURTH OF JULY IF NOTHING ELSE IS SCHEDULED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

11. Outdoor Dining Options for Restaurants

Director of the Chamber of Commerce Kaye McHan reviewed the request to allow restaurants to have outdoor seating during Phase 2 and extend into Phase 3 if needed, retain current takeout parking and allow serving and consumption of alcoholic beverages with the outdoor seating with the business owner’s assuming responsibility.

Town Manager Josh Ward shared information collected in response to this request, including speaking with NC DOT Director Brian Burch in the 114 Division out of Sylva and he said it would be an encroachment onto the states right-of-way, which would require an application process to obtain a permit to use the encroachment. Ward also spoke with Stacy Cox of the League and the liability concerns for the town would be high, and Fire Marshal Jimmy Teem said that 50% included outside area as well and the ADA access cannot be blocked.

Town Attorney Jay Coward brought up a problem for equal opportunity for other merchants for those who cannot have the same benefits and cautioned against it and felt it put the town at too much risk. Town Manager Josh Ward said he had a call from a retail owner requesting the same consideration.

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION FOR THE TOWN PLANNER AND MANAGER TO LOOK INTO SEATING REQUEST FOR SIDEWALK DINING IF FEASIBLE WITHIN AN AREA, AND 2 PARKING SPACES FOR TAKEOUT UNTIL PHASE 3. DISCUSSION ABOUT LIABILITY, TIME AND ADA CONCERNS WAS HELD. MAYOR PRO TEMPORE CALLOWAY AMENDED HIS MOTION TO ALLOW TAKEOUT TO 2 PARKING SPACES UNTIL PHASE 3, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

Permission was given to McHan to use the W-W-W signage with Town Manager Josh Ward to approve placement to keep from impeding visual in traffic.

12. Budget Amendment: Sewer Plant SCADA

Town Manager Josh Ward presented the Budget Amendment and said some critical equipment was needed for the Wastewater Treatment Plant can monitor the station and is also state required.

TOWN OF HIGHLANDS BUDGET AMENDMENT
AMENDMENT # _____

May 19, 2020



FROM: Sewer Fund
DEPARTMENT: Sewer Dept.
EXPLANATION: To add Scada to the pump station that overflowed at the Sewer Plant.

Account	Description	Increase/Decrease	Debit	Credit
1. 31-3800-0910	Fund Balance Appropriated	Increase		\$37,000.00
31-8210-7400	Capital Outlay/Other Improvements	Increase	\$37,000.00	
Subtotal			\$37,000.00	\$37,000.00
Totals			\$37,000.00	\$37,000.00

Approved by Town Manager

Action by Town Board

Approved and Entered on Minutes Dated

Finance Director

13. FY 2020-21 Budget Presentation

TOWN OF HIGHLANDS FY 2020-21 BUDGET MESSAGE

May 21st, 2020

Mayor Patrick Taylor and Town Board of Commissioners

I am pleased to present the FY 2020-21 Budget for your review and consideration.

As required by the General Statutes of North Carolina (The Local Government Budget and Fiscal Control Act), the revenues and expenditures presented within this budget are balanced.

In order to present a balanced budget, it was necessary to appropriate \$1,832,621.00 from undesignated General Fund Balance and 354,222.00 from the Electric Fund.

These funds were used to offset capital project deficits & debt service within several departments.

The current General Fund Balance is approximately \$2,000,000.00

The current General Fund Reserve Balance is approximately \$4,900,000.00

The current Electric Reserve Fund Balance is approximately \$4,900,000.00

All funds are self-supporting and require no outside fund transfers to operate, with the exception of the Sanitation Department, where there is a \$58,150.00 shortfall.

Budget Highlights:

As presented, the overall FY 2020-21 Budget has revenues and expenditures totaling \$20,154,080.00.

The ad valorem property tax rate remains at \$0.1565 per \$100.00 valuation. The tax rate does include .015 earmarked for street paving projects, which is scheduled to sunset June 30th of 2023. The valuations are determined by the Macon & Jackson County Tax Departments. This rate is based on an approximate valuation of \$1,830,000,000 and an estimated collection rate of 98%.

The Highlands Volunteer Fire Department tax rate remains \$.03 per \$100.00 valuation.

The current Town of Highlands charges for water, sewer, electric and sanitation services remains unchanged.

The Local Option Sales Tax Distribution is projected to decrease approximately 25%, due to the Covid-19 outbreak.

The proposed budget includes no cost-of-living adjustment for employees.

The proposed budget includes a 13% increase in the employee health insurance premiums with MedCost, which will now include co-pays for specific services.

TOTAL EXPENDITURES

Total expenditures for all funds are split between the individual funds as follows:

General Fund	\$ 6,532,836.00
GF Capital Projects Fund	\$ 2,294,000.00
Scholarship Fund	\$ 62,500.00
Fire & Rescue Special Revenue Fund	\$ 1,115,180.00
Cemetery Fund	\$ 60,000.00
Water Enterprise Fund	\$ 1,923,230.00
Sewer Enterprise Fund	\$ 833,762.00
Capital Projects Fund	\$ 217,422.00
Sanitation Enterprise Fund	\$ 950,150.00
Electric Enterprise Fund	\$ 6,165,000.00
Total Expenditures	\$ 20,154,080.00

GENERAL FUND

Total expenditures for the FY 2020-21 General Fund Budget is \$6,532,836.00. These funds are split between the individual departments/funds as follows:

Governing Body	\$28,310.00
Administration	\$1,464,348.00
Planning/Zoning	\$174,850.00
MIS/GIS	\$483,750.00
MIS/GIS Fiber	\$238,500.00
Police Department	\$1,557,850.00
Street Department	\$1,256,500.00
Public Buildings	\$110,900.00

Parks and Recreation	\$662,600.00
Recreation-Pool	\$502,128.00
Recreation-Ice Rink	\$53,100.00
Total Expenditures	\$6,532,836.00

ENTERPRISE FUNDS

The Town of Highlands operates the following Enterprise Funds:

Water
Sewer
Sanitation
Electric

WATER FUND

Total expenditures for the FY 2020-21 Water Utility Enterprise Fund is \$1,923,230.00.

Total capital for the Water Utility Enterprise Fund is \$429,572, including \$305,500.00 for new capital items and \$124,072 reflected within the Capital Projects Fund for the completion of the Buckhorn Water Tank Construction Project.

The current Town of Highlands water rates remain unchanged.

SEWER FUND

Total expenditures for the FY 2020-21 Sewer Utility Enterprise Fund is \$833,762.00.

Total capital for the Sewer Utility Enterprise Fund is \$89,000.00

The current Town of Highlands sewer rates remain unchanged.

ELECTRIC FUND

Total expenditures for the FY 2020-21 Electric Enterprise Fund is \$6,165,000.00.

In order to present a balanced budget across all funds, it was necessary to appropriate \$354,222.00 from the Electric Fund to provide the funding necessary to complete the Buckhorn Water Tank Construction Project and cover the deficit within the Sanitation Department.

The current Town of Highlands electric rates remain unchanged.

SANITATION FUND:

Total expenditures for the FY 2020-21 Sanitation Enterprise Fund is \$950,150.00.

The sanitation fund will require a \$230,150.00 transfer from the electric fund to cover operations and capital needs in FY 2020-21.

The current Town of Highlands minimum charge for residential and commercial trash pickup remains unchanged. With that being said, after two consecutive years of operational deficits, I recommend staff and the finance committee meet and study the fee schedule for both residential and commercial pickup and determine the amount of increase required to balance the fund for FY 2021-22.

SPECIAL REVENUE FUNDS

The FY 2020-21 Budget includes the following Special Revenue Funds:

General Fund Capital Projects
Fire Department
Capital Projects

GENERAL FUND CAPITAL PROJECTS FUND

Total expenditures for the FY 2020-21 General Fund Capital Projects Fund is \$2,294,000.00.

The Fund was created to manage the loan for the Aerial Fiber Construction Project approved in FY 2018-19.

FIRE DEPARTMENT FUND

Total expenditures for the FY 2020-21 Fire Department Fund is \$1,115,180.00.

The Highlands Volunteer Fire Department provides service to Town of Highlands and a portion of unincorporated areas of Macon and Jackson Counties.

The revenue for the Fire Department is generated 100% through the Fire District Ad Valorem property tax and not the Town of Highlands General Fund.

The Highlands Volunteer Fire Department tax rate remains \$.03 per \$100 valuation.

CAPITAL PROJECTS FUND

Total expenditures for the FY 2020-21 Capital Projects Fund is \$217,422.00 and includes the following fund transfers:

General Fund	\$15,698.00
Water Fund	\$20,685.00
Sewer Fund	\$56,967.00
Electric Fund	\$124,072.00

These funds are allocated to various projects to pay for debt service on the Kelsey-Hutchinson Founders Park storm water project (\$15,698.00), debt service on the Lake Sequoyah water intake project (\$20,685.00) and debt service on the Mirror Lake sewer project (\$56,967.00). These funds are also allocated for the completion the Buckhorn Water Tank Replacement (\$124,072.00).

FINANCIAL OUTLOOK

At the current time, the short term outlook is impossible for anyone to predict as we slowly open up and begin to recover from the Covid-19 outbreak. With the significant reduction made in capital project expenditures in the FY 2020-21 budget, we are provided assurance that our reserves will remain strong in case they are relied upon. Nevertheless, the long term financial outlook for the Town of Highlands remains strong. I believe Highlands will remain an attractive destination for second home owners and weekenders, long into the future.

The Town's undesignated General Fund Balance remains strong, and with the exception of the Sanitation Department, all Enterprise Funds are stable and covering their operating costs.

The Electric Fund is stable and continues to provide funding necessary to offset capital project costs in other departments. As with all Town utilities, the electric fund revenue should be monitored closely each year, as Duke Energy continues to increase wholesale rates.

Due to the ability to transfer funds from the Electric Reserve, the town has been fortunate to keep its long term debt extremely low.

CLOSING COMMENTS

I would like to thank Mayor Taylor and the Town Board for their guidance in working with staff during the budget development process.

I would also like to commend the town department heads, for the diligent work they put into the budget, in order to ensure sufficient funding in the areas needed.

In closing, I look forward to implementing this budget and I hope that we continue to achieve our priorities and goals of providing quality public services to the community.

Sincerely,

Joshua P. Ward
Town Manager
Town of Highlands

**TOWN OF HIGHLANDS
BUDGET ORDINANCE
FISCAL YEAR 2020 - 2021
JULY 1, 2020 THRU JUNE 30, 2021**

BE IT ORDAINED by the Board of Commissioners of the Town of Highlands, North Carolina, assembled this 18th day of June 2020, that the following fund revenues and department and/or fund expenditures be adopted:

SECTION I. TOTAL REVENUES

General Fund	\$ 6,532,836.00
GF Capital Projects Fund	\$ 2,294,000.00
Scholarship Fund	\$ 62,500.00
Fire & Rescue Special Revenue Fund	\$ 1,115,180.00
Cemetery Fund	\$ 60,000.00
Water Enterprise Fund	\$ 1,923,230.00
Sewer Enterprise Fund	\$ 833,762.00
Capital Projects Fund	\$ 217,422.00
Sanitation Enterprise Fund	\$ 950,150.00
Electric Enterprise Fund	<u>\$ 6,165,000.00</u>
 Total Revenues	 \$ 20,154,080.00

SECTION II. TOTAL EXPENDITURES

General Fund	\$ 6,532,836.00
GF Capital Projects Fund	\$ 2,294,000.00
Scholarship Fund	\$ 62,500.00
Fire & Rescue Special Revenue Fund	\$ 1,115,180.00
Cemetery Fund	\$ 60,000.00
Water Enterprise Fund	\$ 1,923,230.00
Sewer Enterprise Fund	\$ 833,762.00
Capital Projects Fund	\$ 217,422.00
Sanitation Enterprise Fund	\$ 950,150.00
Electric Enterprise Fund	<u>\$ 6,165,000.00</u>
 Total Expenditures	 \$ 20,154,080.00

SECTION III. TAX RATES ESTABLISHED

An Ad Valorem tax rate of \$.1565 per \$100 valuation is hereby established for General Fund purposes for the Town of Highlands for FY 2020-21, which includes \$.015 earmarked for Street Paving Projects. This rate is based on an approximate valuation of \$1,830,000,000.00 and an estimated collection rate of 98%.

A Fire tax rate of .03 per \$100.00 valuation is hereby established for the Highlands Volunteer Fire Department.

SECTION IV. BUDGET ORDINANCE

This ordinance shall be the basis of the financial plan for the Town of Highlands during the fiscal year 2020-21. The approved annual budget for all funds, which shows line item detail, will be used for tracking revenue and expenditures.

ATTEST:

APPROVED:

Joshua P. Ward, Town Manager

Patrick Taylor, Mayor

FY 2020-21 Capital Items List

Street Department

Street Paving

Cullasaja Drive	\$156,000.00
Hickory Street	\$89,000.00
Church Street Alley	\$17,000.00
Chowan Drive	\$111,000.00
Pinecrest Road	\$50,000.00
Sub Total	\$423,000.00

Repairs / Maintenance

Sidewalks

Main Street – Loafers Bench	\$3,500.00
Main Street – Reeves	\$21,000.00
Satulah Road	\$11,000.00
Pierson Drive	\$15,000.00
Sub Total	\$50,500.00

Streets / Sidewalks

Misc. Sidewalk Repairs	\$30,000.00
Salt	\$30,000.00

Paint Striping	\$20,000.00
Sub Total	\$80,000.00
<u>Total</u>	<u>\$553,500.00</u>

Sanitation Department

Equipment

Replace 2004 Peterbilt	\$172,000.00
Replace Dumpsters	\$30,000.00
<u>Total</u>	<u>\$202,000.00</u>

Electric Department

Equipment

Replace 2004 Yanmar Excavator	\$73,000.00
Replace 2004 Hudson Trailer	\$8,000.00
Replace 2010 Vermeer Chipper	\$85,000.00
<u>Total</u>	<u>\$166,000.00</u>

Water / Sewer Departments

Projects

Valentine Lane Waterline Improvements	\$192,000.00
Subtotal	\$192,000.00

Equipment

Replace 2010 Service Truck	\$60,000.00
WTP Service Contracts (Hach, Idexx, Tholen, Generator)	\$17,500.00
WTP Tank Cleaning	\$20,000.00
WTP Lab Equipment	\$16,000.00
WWTP Belt Press Upgrades/Repairs	\$55,000.00
WWTP Replacement Equipment (UV Lights & Polymer)	\$34,000.00
Subtotal	\$202,500.00
<u>Total</u>	<u>\$394,500.00</u>

Police Department

(5) Viper Communications Packages		\$34,000.00
	<u>Total</u>	<u>\$34,000.00</u>

Fire Department

Replacement Vehicle - Asst. Chief		\$32,000.00
Replacement Vehicle Equipment		\$10,000.00
Viper Communications Packages		\$25,000.00
	<u>Total</u>	<u>\$67,000.00</u>

Parks & Recreation Department**Projects**

Community Bldg. Parking Lot Lighting (5 decorative poles)		\$15,000.00
Dog Park Pavilion Repairs		\$11,500.00
	<u>Total</u>	<u>\$26,500.00</u>

MIS/GIS Department

Replacement Servers		\$20,000.00
Replacement Core Router		\$5,000.00
Network Audit		\$18,000.00
	<u>Total</u>	<u>\$43,000.00</u>

Planning & Dev. Department

Comprehensive Plan Development		\$100,000.00
	<u>Total</u>	<u>\$100,000.00</u>

	Proposed FY 2020-21	FY 2019-20
General Fund Departments	\$757,000.00	\$1,019,400.00
Water/Sewer Fund	\$394,500.00	\$1,744,500.00
Electric Fund	\$166,000.00	\$318,000.00
Sanitation Fund	\$202,000.00	\$153,000.00
<u>Grand Total</u>	<u>\$1,519,500.00</u>	<u>\$3,234,900.00</u>
Fire Department Special Fund	\$67,000.00	N/A

COMMISSIONER STIEHLER MADE A MOTION TO SCHEDULE A PUBLIC HEARING FOR THE APPROVAL OF THE FY 2020-21 BUDGET AT THE REGULAR SCHEDULED BOARD OF COMMISSIONER'S MEETING ON JUNE 18, 2020 AT 7:00PM WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY, AND THE VOTE WAS UNANIMOUS.

14. Adjournment

AS THERE WERE NO FURTHER MATTERS TO COME BEFORE THE BOARD OF COMMISSIONERS, MAYOR PRO TEMPORE CALLOWAY MOVED TO ADJOURN WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND UPON A UNANIMOUS VOTE, THE TOWN BOARD ADJOURNED AT 9:07PM.

Patrick Taylor
Mayor

Gilberta B. Shaheen
Town Clerk

Regular Meeting Minutes of the Town of Highlands Board of Commissioners Meeting of June 18, 2020, via Zoom, Highlands, North Carolina

Town Board Present: Commissioner John Dotson, Commissioner Amy Patterson, Mayor Pro Tempore Donnie Calloway, Commissioner Brian Stiehler, Commissioner Marc Hehn and Mayor Pat Taylor

Also Present: Town Manager Josh Ward, Town Attorney Jay Coward, Finance Director Rebecca Shuler, Public Works Director Lamar Nix, MIS/GIS Director Matt Shuler, Police Chief Andrea Holland, Parks & Recreation Director Lester Norris, Planning & Development Director Assistant Michael Mathis and Town Clerk Gibby Shaheen

1. Meeting Called to Order

Mayor Taylor called the meeting to order at 7:05pm.

2. Public Comment Period

David Herring asked to introduce himself to the community leadership as a new owner of Northland Communications and mentioned they were working on re-branding.

3. Adjust and Approve the Agenda

COMMISSIONER STIEHLER MADE A MOTION TO APPROVE THE AGENDA AS PRESENTED, WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY AND THE VOTE WAS UNANIMOUS.

4. Approval of the April 16th, 2020, Regular Meeting Minutes

COMMISSIONER STIEHLER MADE A MOTION TO APPROVE THE APRIL 16TH, 2020, REGULAR MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER PATTERSON AND THE VOTE WAS UNANIMOUS.

Approval of the May 1st, 2020, Special Meeting Minutes

COMMISSIONER STIEHLER MADE A MOTION TO APPROVE THE MAY 1ST, 2020, SPECIAL MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY AND THE VOTE WAS UNANIMOUS.

Approval of the May 6th, 2020, Special Meeting Minutes

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE MAY 6TH, 2020, SPECIAL MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

Approval of the May 7th, 2020, Special Meeting Minutes

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE MAY 7TH, 2020, SPECIAL MEETING MINUTES AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

5. Reports

A. Town Manager

Town Manager Josh Ward announced the new Police Chief Andrea Holland was sworn in today, Holland has served 13 years with 10 years of those full-time for the Town of Highlands, 6 years with the Macon County Sheriff's Department, with an Associates Degree from Southwestern Community College and Bachelor of Science from Western Carolina University. Ward thanked the Public Safety Committee and the members from the League of the Municipalities for their assistance in the interviews.

Chief Andrea Holland thanked everyone involved, the community and the Town for the opportunities provided and she would like to give back what was received and is honored and proud to serve the Board and the community.

B. Mayor Taylor

Mayor Taylor thanked Town Manager Josh Ward and Human Resource Director Emilie Nickerson and the Public Safety Committee for their work in the interviews.

Mayor Taylor announced he had spoken with the Census Director and there was concern that Macon County was only reporting at 36% and a good response was needed; ads reminding customers of the August 1st, 2020 bear resistant garbage can requirements were being run; and phone conference with Emergency Coordinator Warren Cabe confirmed virus is spreading and discussed the possibility of mandating mask wearing.

C. Commissioners and Committee Reports

Commissioner Hehn commended Mayor Taylor, Town Manager Josh Ward and Chief Holland and Captain Jolly for the excellent job during the protests.

Commissioner Stiehler thanked the participants from the League of Municipalities during the interview process, it was tremendously beneficial, Mayor Pro Tempore Calloway agreed.

6. Consent Agenda

- Public Works Department
- Police Department
- Parks & Recreation Department
- Planning & Development Department
- Treasurer's Report
- Highlands Scholarship Additions
- Jackson County Tax Collection Agreement

COWARD, HICKS & SILER, P.A.

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EMILY MONTOYA

*Board Certified Specialist in Residential Real Estate

**Board Certified Specialist in Family Law

+Certified Superior Court Mediator

JAMES KENT COWARD 1929-1989
RALPH L. HICKS 1924-2011
ORVILLE D. COWARD 1925-2016

ROBERT F. SILER (OF COUNSEL)

OFFICES IN:
SYLVA, NORTH CAROLINA
FRANKLIN, NORTH CAROLINA
CASHIERS, NORTH CAROLINA

May 27, 2020

Honorable Patrick Taylor, Mayor
Town of Highlands
mayor@highlandsn.org

re: Town of Highlands Scholarship Committee

Dear Mr. Taylor:

It was brought to the attention of The Town of Highlands Scholarship Committee that the applications of four students were not considered in the process of making this year's awards. The Committee accepted the presentation that the cause of these late applications was directly related to disruption caused by the Covid 19 pandemic. In years past, we have rejected late or incomplete applications. We decided to make an exception this year because of the circumstances. There are sufficient funds on hand to do this.

The Scholarship Committee is recommending the additional amount of \$5,000 be awarded in 2020. This would be in addition to the recommendation made in my letter of May 6, 2020. The additional awards would be as follows.

Graduating High School Seniors	Amount
Carlos May-Gomez	\$1,750.00
Matthew Barnes	\$1,250.00

College Applicants / Renewal / Grad School	Amount
Toby Barnes	\$750.00
Trinity Dendy	\$1,250.00

College Applicants / Renewal / Grad School	Amount
Total	\$5,000.00

The Committee asks that if the Board accepts our recommendation, it be with the provision that this exceptional award does not establish a precedent for the processing of applications and the decision making for awards in the future.

Thank you for the opportunity to be of service in this matter.

Sincerely,



J. K. Coward, Jr.

cc: Jeff Weller (jeff@summitarchitecturepa.com)
 Hilary Wilkes (hilary@highlandhiker.com)
 Brian Jetter (brian.jetter@macon.k12.nc.us)
 Calab Bowers (calabbowers@gmail.com)
 Josh Ward (josh.ward@highlandsnc.org)

North Carolina
Jackson County

THIS AGREEMENT, made and entered into this the ____ day of _____, 2020, by and between the County of Jackson (hereinafter called "County"), a body politic and political subdivision of the State of North Carolina and the Town of Highlands, a municipal corporation organized existing under and by virtue of the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the County and the Town of Highlands have power pursuant to General Statutes 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the parties feel that it would be to their mutual advantage, as well as to the advantage of all the citizens of the County and Town of Highlands for the County to bill and collect both the County and the Town of Highlands taxes upon the terms and conditions hereinafter set out.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purpose of aforesaid, it is hereby agreed between the County and the Town of Highlands as follows:

1. This Agreement shall be effective upon its execution by both the County and the Town of Highlands and shall cover taxes assessed by the Town of Highlands for any portion of the calendar year 2020 and subsequent years so long as this agreement shall continue in force.
2. During the term of this agreement, the County will bill and collect for the Town of Highlands its real and personal property taxes.
3. For its service in billing and collection of the Town of Highlands taxes, the Town of Highlands will pay the County a commission of 2% of all current and back taxes, assessments, penalties and interest collected for the Town of Highlands.
4. The portion of tax collections that which the Town of Highlands is entitled shall be paid to the Town of Highlands by the County (less the agreed fee) not later than 30 days following the collection of said taxes without interest earned during the current month.
5. The Town of Highlands agrees to adopt any County discount rate that may be afforded to citizens who pay their taxes early.
6. That in addition to the foregoing fee, the Town of Highlands agrees to pay the County the actual additional cost the County may incur as a result of future annexation by the Town of Highlands. Said additional costs, if any, shall be separately listed and itemized.
7. In addition to the foregoing fee, the Town of Highlands agrees to pay its pro rata share of any professional expenses which the County may incur in collection of the Town of Highlands and County taxes (i.e. attorney fees, appraisal expenses, auditing expenses, etc.). The expenses herein contemplated are those which would be incurred to collect taxes requiring the use of professional help not available in the County Tax Department.

8. Either party may terminate this Agreement by giving the other party 90 days written notice prior to April 1st of any year covered by this agreement.
9. Records showing separately the amount of County taxes assessed and collected and the amount of the Town of Highlands taxes assessed and collected shall be maintained by the Jackson County Tax Collector.
10. Insofar as practical and permitted by law, all steps in the collecting of County and the Town of Highlands shall be combined to the end that the consolidation of the two tax collecting departments shall be given the full scope authorized by law and in this connection, the Town of Highlands delegates to the County its authority to collect, compromise and settle disputed claims.
11. Only one tax bill shall be mailed to a taxpayer owing taxes to both taxing units. In the event of partial payment on such consolidating tax bill, unless otherwise designated by the taxpayer, partial payment will first be applied to delinquent taxes and then to current County taxes.
12. The tax records relating to taxes due the Town of Highlands shall be available to the Town of Highlands, its agents and employees at all reasonable times.
13. The County Tax Collector shall perform all duties imposed by law upon the Town of Highlands Tax Collector with respect to the Town of Highlands Taxes.
14. With respect to delinquent tax items due the County and the Town of Highlands, the County Tax Collector may cause actions to be brought for foreclosure of said tax liens in the name of the Town of Highlands and the County. If taxes are delinquent to one of the taxing units and not to the other, a tax suit may be brought in the name of the unit to which the taxes are due.
15. Penalties and interest collected from a taxpayer and discounts allowed a taxpayer shall be properly apportioned between the County and the Town of Highlands where the same taxpayers make payment on property taxable by both units.
16. The Town of Highlands shall be furnished an analysis of each year's levy when it is compiled.
17. Any outstanding taxes owed to the County by the Town as of the delinquent date in any given year will be deducted from the payment to the Town, described in paragraph #4 of this Agreement, for the taxes collected in the month of January.
18. Communication related to this Agreement shall be between The Town Mayor, or designee, and the County Tax Assessor.
19. This Agreement shall continue for a period of 10 years unless cancelled as herein provided.
20. Amendments to this Agreement shall be effective only when reduced to writing and adopted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by proper officials, all by authority of a resolution of the governing bodies of each of the taxing units duly adopted, this the day and year first above written.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
BRIAN THOMAS MCMAHAN, Chairman

Attest:

ANGELA M. WINCHESTER, Clerk to the Board

THE TOWN OF HIGHLANDS

By: _____
_____, MAYOR

Attest:

_____, Clerk to the Board

COMMISSIONER STIEHLER MADE A MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, WHICH WAS SECONDED BY MAYOR PRO TEMPORE CALLOWAY AND THE VOTE WAS UNANIMOUS.

7. Public Hearing: Presentation of FY 2020-21 Budget

A. Open Public Hearing

COMMISSIONER PATTERSON MADE A MOTION TO OPEN THE PUBLIC HEARING ON THE FY 2020-21 BUDGET AT 7:25PM, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

B. Staff Comments/Recommendation

Town Manager Josh Ward presented the FY 2020-21 Budget and the following Budget Message Amendment:

**TOWN OF HIGHLANDS
FY 2020-21 BUDGET MESSAGE
AMENDMENT**

June 15th, 2020

The one amendment to the budget since the presentation on May 21st is the addition of \$5,000 to the Scholarship Fund. The additional funding was approved by the Scholarship Committee on May 27th, in order to allow funding for those students who did not apply for the scholarship due to Covid-19. The addition brings the Scholarship Fund total to \$67,500. The total of the proposed FY 2020-21 budget is \$20,159,080.

Sincerely,

Joshua P. Ward
Town Manager
Town of Highlands

**TOWN OF HIGHLANDS
BUDGET ORDINANCE
FISCAL YEAR 2020 - 2021
JULY 1, 2020 THRU JUNE 30, 2021**

BE IT ORDAINED by the Board of Commissioners of the Town of Highlands, North Carolina, assembled this 18th day of June 2020, that the following fund revenues and department and/or fund expenditures be adopted:

SECTION I. TOTAL REVENUES

General Fund	\$ 6,532,836.00
GF Capital Projects Fund	\$ 2,294,000.00
Scholarship Fund	\$ 67,500.00
Fire & Rescue Special Revenue Fund	\$ 1,115,180.00
Cemetery Fund	\$ 60,000.00
Water Enterprise Fund	\$ 1,923,230.00
Sewer Enterprise Fund	\$ 833,762.00
Capital Projects Fund	\$ 217,422.00
Sanitation Enterprise Fund	\$ 950,150.00
Electric Enterprise Fund	<u>\$ 6,165,000.00</u>
 Total Revenues	 \$ 20,159,080.00

SECTION II. TOTAL EXPENDITURES

General Fund	\$ 6,532,836.00
GF Capital Projects Fund	\$ 2,294,000.00

Scholarship Fund	\$ 67,500.00
Fire & Rescue Special Revenue Fund	\$ 1,115,180.00
Cemetery Fund	\$ 60,000.00
Water Enterprise Fund	\$ 1,923,230.00
Sewer Enterprise Fund	\$ 833,762.00
Capital Projects Fund	\$ 217,422.00
Sanitation Enterprise Fund	\$ 950,150.00
Electric Enterprise Fund	<u>\$ 6,165,000.00</u>
 Total Expenditures	 \$ 20,159,080.00

SECTION III. TAX RATES ESTABLISHED

An Ad Valorem tax rate of \$.1565 per \$100 valuation is hereby established for General Fund purposes for the Town of Highlands for FY 2020-21, which includes \$.015 earmarked for Street Paving Projects. This rate is based on an approximate valuation of \$1,830,000,000.00 and an estimated collection rate of 98%.

A Fire tax rate of .03 per \$100.00 valuation is hereby established for the Highlands Volunteer Fire Department.

SECTION IV. BUDGET ORDINANCE

This ordinance shall be the basis of the financial plan for the Town of Highlands during the fiscal year 2020-21. The approved annual budget for all funds, which shows line item detail, will be used for tracking revenue and expenditures.

ATTEST:

APPROVED:

Joshua P. Ward, Town Manager

Patrick Taylor, Mayor

C. Public Comments

There were no comments.

D. Close Public Hearing

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO CLOSE THE PUBLIC HEARING FOR THE FY 2020-21 BUDGET AT 7:27PM, WHICH WAS SECONDED BY COMMISSIONER DOTSON AND THE VOTE WAS UNANIMOUS.

E. Council Action

COMMISSIONER PATTERSON MOVED TO APPROVE THE FY 2020-21 BUDGET AND BUDGET ORDINANCE AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER DOTSON AND THE VOTE WAS UNANIMOUS.

8. Highlands Food & Wine Event Request

David Bock requested the use of Founder's Park for Highlands Food & Wine event for the evening concerts on Friday and Saturday November 13th and November 14th, 2020. Bock continued that they only planned on selling 1,000 tickets and would possibly have packaged food and wine, but would encourage the restaurants to host the wine dinners and support retailers. The request is made conditional on restrictions in place.

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE REQUEST AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS 4 TO 1 WITH COMMISSIONER HEHN OPPOSING.

9. Request from the Highlands Performing Arts Center to Use Founders Park for Concerts

Director Mary Adair Trumbly requested using Founders Park for two concerts for the Performing Arts Center, selling 400-500 tickets on Sunday, September 6th and 27th, 2020.

COMMISSIONER PATTERSON MADE A MOTION TO APPROVE THE REQUEST AS PRESENTED IF IT WORKS OUT WITH THE PANDEMIC, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS 4 TO 1 WITH COMMISSIONER HEHN OPPOSING.

10. Village Square August Art Show Update

Tucker Chambers updated the Board with plans to separate vendors to provide for social distancing and will be handing out masks and shields, and will be asking vendors to have hand sanitizer.

Commissioner Patterson asked if there was a one-way traffic flow, and Chambers said it could be looked at and worked out.

Mayor Taylor recommended the Recreation Committee to review and update those plans with flow patterns for the craft show and the twilight 5K race.

11. Recreation Park Opening Discussion

Parks & Recreation Director Lester Norris asked the Board to consider re-opening the Farmer's Market, they have been open in other places because the Governor considers them an essential business.

COMMISSONER PATTERSON MADE A MOTION TO OPEN THE FARMER'S MARKET PROVIDED ALL VENDORS AND PARTICIPANTS WEAR FACE COVERINGS, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

Chamber Director Kaye McHan stated the concerts in the park were on hold until learning more about statewide outside events, but the Chamber plan on live streaming the Wobblers on the 4th of July, and have held on to the bands in hopes of opening up, just the logistics of how to do it and requiring masks.

McHan continued she had asked Town Manager Josh Ward about having local strolling musicians on the 4th of July so people are not congregated. Commissioner Patterson felt it would be problematic with singing into the air and can't keep people from congregating. Mayor Pro Tempore Calloway suggested a horse and buggy ride around and Commissioner Dotson suggested old trucks or tractor, seems safer and more feasible.

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION THAT A PLAN BE SUBMITTED TO THE PUBLIC SAFETY COMMITTEE FOR APPROVAL, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

Parks & Recreation Director Lester Norris stated that others in the area had opened their pools back up and requested the pool and restrooms there to re-open on June 27, 2020, allowing a maximum capacity of 30 people observing social distancing. The changing rooms and showers will remain closed, but the open areas would be cleaned and sanitized every hour. The Health Department suggested to strongly recommend face masks but not requiring.

COMMISSIONER STIEHLER MADE A MOTION TO OPEN THE POOL JUNE 27, 2020, UNDER PRECAUTIONS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER PATTERSON AND THE VOTE WAS 4 TO 1 WITH COMMISSIONER HEHN OPPOSING.

Parks & Recreation Director Lester Norris said he would like to begin the softball league for a short season, with it being an outdoor activity with less than 25 on field, dugouts and spectators practicing social distancing he felt it should be safe.

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO ALLOW SOFTBALL LEAGUE TO PROCEED WITH BASIC PROTOCOL AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS 4 TO 1 WITH COMMISSIONER HEHN OPPOSING.

12. Fiber Lease RFP Review

MIS/GIS Matt Shuler presented the Fiber Lease RFP.

Commissioner Hehn requested a pre-bid meeting at the 30-day mark, and the Commissioners agreed.

MAYOR PRO TEMPORE CALLOWAY MADE A MOTION TO APPROVE THE RFP WITH THE ADDITION OF THE PRE-BID MEETING, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

13. Planning Matters: Comprehensive Plan Firm Selection

Planning & Development Director Assistant Michael Mathis - On Thursday, June 4, 2020, the Land Use Committee, along with two representatives of the Planning Board, met with three separate planning firms, via Zoom, for further discussion regarding comprehensive planning services. The first meeting was with Benchmark, the second meeting was with Community Development Partners, LLC, and the last session was with Stewart. All companies did a great job answering our questions, but there was one firm that stood out to everyone. Stewart was very prepared for the meeting, and their presentation was well organized. Founded in 1994, Stewart is comprised of over 200 employees working in five different locations across North Carolina and South Carolina. In their 26 years of operation, the firm has assisted multiple municipalities across the Western North Carolina Region. Also, Stewart is a preferred partner of the North Carolina League of Municipalities (NCLM). Stewart operates using three sub-consultants, J.M. Teague - A transportation and infrastructure firm; Chipley - A firm specializing in economic development and public engagement; and Stacy J. Guffey & Associates - A local firm that specializes in planning and economic development. All sub-consultants attended the interview and provided us with demographic and economic statistics, obtained through preliminary research. The recommendation is to engage Stewart in a contract for planning services in the amount proposed of \$95,850. Mathis also thanked the Land Use Committee and the Planning Board participants Brad Armstrong and Darren Whatley for their input in the interviews.

COMMISSIONER PATTERSON MADE A MOTION TO MOVE FORWARD WITH STEWART TO PREPARE THE COMPREHENSIVE PLAN, WHICH WAS SECONDED BY COMMISSIONER DOTSON AND THE VOTE WAS UNANIMOUS.

14. Financial Matters: Year-End Budget Amendments

Town Manager Josh Ward explained the Budget Amendments presented are the usual year end amendments to balance the budget for the auditors.

TOWN OF HIGHLANDS BUDGET AMENDMENT
AMENDMENT # _____

June 16, 2020

FROM: General Fund



DEPARTMENT: Various Depts. ~ Governing Body & Streets

EXPLANATION: Year End Budget Amendments ~ Allocating unbudgeted revenues to cover shortages in certain line items and to help no fund/dept. go over

Account	Description	Increase/Decrease	Debit	Credit
1. 10-3000-2019	2019 Tax	Increase		\$73,500.00

10-5600-0605	Group Insurance	Increase	\$10,000.00	
10-5600-1600	Maint. & Repair ~ Equipt.	Increase	\$35,000.00	
10-5600-1900	Maint. & Repair ~ Streets	Increase	\$5,000.00	
10-5600-7310	Capital Outlay/Powell Bill	Increase	\$4,000.00	
10-5700-1315	Maint. & Repair ~ Playhouse	Increase	\$3,500.00	
10-5700-7320	Capital Outlay/Buildings	Increase	\$16,000.00	
Totals			\$73,500.00	\$73,500.00

Approved by Town Manager _____

Action by Town Board _____

Approved and Entered on Minutes Dated _____

Finance Director _____

TOWN OF HIGHLANDS BUDGET AMENDMENT
AMENDMENT # _____

June 16, 2020

FROM: General Fund



DEPARTMENT: MIS/GIS & MIS/GIS ~ Fiber
EXPLANATION: Year End Budget Amendments ~ Allocating unbudgeted revenues to cover shortages in certain line items and to help no fund/dept. go over

	Account	Description	Increase/Decrease	Debit	Credit
1.	10-4310-5125	Charges	Increase		\$39,300.00
	10-4300-5400	Property/Liability Insurance	Increase	\$3,500.00	
	10-4310-0410	Professional Services	Increase	\$15,000.00	
	10-4310-3600	Uniforms	Increase	\$2,000.00	
	10-4310-3700	Broadband Sales Tax	Increase	\$15,000.00	
	10-4310-5400	Property/Liability	Increase	\$2,500.00	
	10-4310-5500	Workers Comp Insurance	Increase	\$1,300.00	
Totals				\$39,300.00	\$39,300.00

Approved by Town Manager _____

Action by Town Board _____

Approved and Entered on Minutes Dated _____

Finance Director _____

TOWN OF HIGHLANDS BUDGET AMENDMENT
 AMENDMENT # _____

June 16, 2020



FROM: General Fund

DEPARTMENT: Parks & Recreation & Pool

EXPLANATION: Year End Budget Amendments ~ Allocating unbudgeted revenues to cover shortages in certain line items and to help no fund/dept. go over

Account	Description	Increase/Decrease	Debit	Credit
1. 10-3350-0220	Contrib. ~ ABC~Rec.	Increase		\$14,500.00
10-6200-1600	Maint. & Repair ~ Equip.	Increase	\$10,000.00	
10-6210-5500	Workers Comp Insurance	Increase	\$4,500.00	
	Subtotals		\$14,500.00	\$14,500.00
	Totals		\$14,500.00	\$14,500.00

Approved by Town Manager

Action by Town Board

Approved and Entered on Minutes Dated

Finance Director

TOWN OF HIGHLANDS BUDGET AMENDMENT
 AMENDMENT # _____

June 16, 2020



FROM: Water Fund

DEPARTMENT: Water Fund

EXPLANATION: Year End Budget Amendments ~ Allocating unbudgeted revenues & Fund balance appropriations to cover shortages in certain line items and to help no fund/dept. go over

Account	Description	Increase/Decrease	Debit	Credit
1. 30-3800-0601	Misc. Income	Increase		\$31,500.00
30-8150-0205	Salaries & Wages	Increase	\$16,500.00	
30-8160-7300	Capital Outlay/Other Improvements	Increase	\$15,000.00	
	Subtotals		\$31,500.00	\$31,500.00
	Totals		\$31,500.00	\$31,500.00

Approved by Town Manager

Action by Town Board

Approved and Entered on Minutes Dated

Finance Director

TOWN OF HIGHLANDS BUDGET AMENDMENT
AMENDMENT # _____

June 16, 2020



FROM: Capital Project Fund

DEPARTMENT: Capital Project Fund

EXPLANATION: Year End Budget Amendments ~ Allocating unbudgeted revenues & Fund balance appropriations to cover shortages in certain line items and to help no fund/dept. go over

Account	Description	Increase/Decrease	Debit	Credit
1. 32-8447-7100	Contract ~ Sagee Waterline Project	Decrease		\$300,000.00
32-8446-7100	Contract ~ Buckhorn Wtr Tnk & Pmp	Increase	\$300,000.00	
35-3700-0910	Fund Balance Appropriated	Increase		\$33,000.00
35-8300-9515	Transfer to Capital Project	Increase	\$33,000.00	
32-3800-0935	Transfer from Electric	Increase		\$33,000.00
32-8446-7100	Contract ~ Buckhorn Wtr Tnk & Pmp	Increase	\$16,500.00	
32-8446-7510	Leg/Adm/Eng. Fee ~ Buckhorn Wtr Tnk	Increase	\$16,500.00	
			Subtotals	\$366,000.00
			Totals	\$366,000.00

Approved by Town Manager

Action by Town Board

Approved and Entered on Minutes Dated

Finance Director

TOWN OF HIGHLANDS BUDGET AMENDMENT
 AMENDMENT # _____

June 16, 2020



FROM: Sanitation Fund

DEPARTMENT: Sanitation Fund
 EXPLANATION: Year End Budget Amendments ~ Allocating unbudgeted revenues & Fund balance appropriations to cover shortages in certain line items and to help no fund/dept. go over

Account	Description	Increase/Decrease	Debit	Credit
34-2990-2910	Fund Balance Appropriated	Increase		\$15,000.00
34-8400-1700	Maint. & Repair ~ Auto	Increase	\$15,000.00	
Totals			\$15,000.00	\$15,000.00

Approved by Town Manager _____

Action by Town Board _____

Approved and Entered on Minutes Dated _____

Finance Director _____

COMMISSIONER HEHN MADE A MOTION TO APPROVE THE YEAR-END BUDGET AMENDMENTS AS PRESENTED, WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND THE VOTE WAS UNANIMOUS.

15. Adjournment

AS THERE WERE NO FURTHER MATTERS TO COME BEFORE THE BOARD OF COMMISSIONERS, COMMISSIONER PATTERSON MOVED TO ADJOURN WHICH WAS SECONDED BY COMMISSIONER STIEHLER AND UPON A UNANIMOUS VOTE, THE TOWN BOARD ADJOURNED AT 9:07PM.

 Patrick Taylor
 Mayor

 Gilberta B. Shaheen
 Town Clerk

PSA Report

June 2020

- I. Street Dept.
 1. Sweeping, Mowing, Patching, Cleaning Storm Drainage, Scraping, Painting
 2. Rip Rap Ditches
 3. Assist Electric Dept.

- II. Water/Sewer Dept.
 1. Performed Service Work at:
4th, NC 106, Brooks, Oak, HCC, Broadview, Potter Lane, Hickory Hill, Satulah, Azalea Circle, Moorewood Pump Station, Ravenel, Shelby, Center Drive

- III. Electric Dept.
 1. Performed Service Work at:
Big Bear Pen, Moorewood, Horse Cove, Hudson, NC 106, 5th, Laurelwood, Hardscrabble, Harris, Hickory, NC 28, Oak, WTP, Cobb, Tudor Hall Lane, Pipers, 4th, Oak St. Alley, Little Bear Pen
 2. Trim Crew:
 - A. Trimmed at:
Shelby, Bowery, Horse Cove, Cobb, Moorewood Circle, Broadview
 - B. Assist Sanitation Dept.

- IV. Sanitation Dept.
 1. Commercial 137 Tons
 2. Residential 54 Tons
 3. Cardboard 16 Tons

- V. The WTP and WWTP are operating very well.

HIGHLANDS POLICE DEPARTMENT MONTHLY REPORT: 06.10.20-07.07.20

Incident	Total	Incident	Total
911 Hang-Up	4	Incident Report	12
ABC Inspections (June)	3	Ordinance Violation	1
Accident	6	Ordinance Violation (Warning)	1
Administration Assists (SRO)	0	Public Restroom Check	19
Alarm Activations (June)	19	Resident/Business Foot Patrol Zone 1	28
Domestic Animal Call	2	Resident/Business Foot Patrol Zone 2	27
Arrest	5	Resident/Business Foot Patrol Zone 3	22
Assist Motorist	1	Resident/Business Foot Patrol Zone 4	30
Assist Other Agency	8	Resident/Business Patrol Zone 1	249
Assist/Back-up Highlands Unit	18	Resident/Business Patrol Zone 2	249
Bike Patrol-Zone 1	0	Resident/Business Patrol Zone 3	265
Bike Patrol-Zone 2	0	Resident/Business Patrol Zone 4	233
Bike Patrol-Zone 3	0	Site Inspection-Preconstruction	0
Bike Patrol-Zone 4	0	Site Inspection-Final	0
Call for Service	15	Site Inspection-Random	0
Canine Search	0	Suspicious Person	0
Citation (State)	3	Suspicious Vehicle	0
Civic Center Patrol	34	Traffic Direction	1
Escort	23	Unified Dev. Code Violation	0
Follow-up Investigation	2	Warning Citation	18
Foot Patrol-Highlands School	0	Welfare Check	0
		TOTAL NUMBER OF EVENTS:June-July	1298

Case Updates: Police Department Investigations

No Updates at this time.

Case Updates: Code Enforcement Officer

2 - Domestic Animal Calls: one dog returned to owner, one dog transported to Animal Shelter and later returned to owner.

1 - Parking Violation Warning

3 - Compliance Checks: 2 violations were dealt with and corrected.

3 - ABC Inspections, no violations found.

1 - Arrest for DWI

Recreation Report

June 2020

1. Community Table is each Tuesday night at 6:00 at the Community Building. Community Table is put on hold due to the coronavirus threat.
2. The pool was closed March 16th due to the Corona Virus threat. We did open the pool May 26th to Adult 18 years of age and on June 22nd opened to public swim at the capacity allowed by the governor's order and Health Department guidelines. This has worked out well. Attendance report for June follows this report.
3. Pickle ball was shut down on March 16th in the gym but has resumed play outdoors usually having 7-18 each day showing up to play. A dig part of the pickle ball group that played at the rec dept. are playing at Shelby Place. Our biggest day is Wednesday because they cannot play at Shelby Place on Wednesday because that is maintenance day.
4. The Mountain Swim League which the Highlands Hurricanes is a part of has cancelled the summer season. The Highlands Hurricanes have seven or eight who have qualified for Junior Olympics that might travel to Florida to participate if the event is not cancelled with this Pandemic. The swim team resumed practice on June 22nd when the pool was opened to the public.
5. The Skateboard Park continues to be used. We are seeing as many as seven to ten skaters at a time on the park. We have a sign at the park reminding and encouraging social distancing.
6. The recycling trailer is in place at the Recreation Department along with a cardboard recycling bin and both are being used. The Town cardboard truck picks up the cardboard every day Monday-Friday and the recycling trailer is taken by the county to Rick Gap Transfer Station or the Landfill in Franklin twice a week usually Tuesdays and Thursdays and emptied then returned to the site. Both are going well at this time.
7. The renovation on the tennis courts on the left coming up the park drive has been completed and the courts were opened for use on June 13th. We have seen more tennis players since the courts reopened than I have in the past eight years.
8. Our senior dinners will start back in November of this year. Senior Dinners are held the third Friday of each month at 12:00 noon, November through April.
9. Macon County Youth Fall Soccer registration that was to begin in late June has been put on hold by the state and local Soccer Board due to the Corona Virus.
10. The decision has been made to not have the Summer Rec Camp program due to all the uncertainties with the Corona Virus pandemic.
11. Macon County Little League is planning a fall season meeting next week to set all the dates and details.
12. We have seven teams participating in the Adult Fall Softball League. Games began on Monday, July 6th and will be played Mondays and Thursdays, three games a night starting at 6:15.

MONTH: JUN 2019

ATTENDANCE REPORT

	Lap Swim - AM	Water Aerobics - AM	Inside City Public Swim	Outside City Public Swim	Rec Camp	Lap Swim - PM	Water Aerobics - PM	Pool Party	Swim Team	Total Patrons
1	22									22
2	13									13
3	22									22
4	12									12
5	26									26
6	X									0
7	X									0
8	26									26
9	20									20
10	32									32
11	24									24
12	31									31
13	X									0
14	X									0
15	31									31
16	23									23
17	25									25
18	27									27
19	24									24
20	X									0
21	X									0
22	29									29
23	30									30
24	28									28
25	20									20
26	23									23
27	1		9	26						36
28	X		24	24						48
29	19	13	37	41					16	126
30	17	10	43	38					19	127
31										0
	525	23	113	129	0	0	0	0	35	
										TOTAL: 825



THE TOWN OF
HIGHLANDS
Planning & Development Report
June 2020

ZONING CERTIFICATES ISSUED

1. Susan Lowe-75 Billy Cabin Road-Residential-Addition
2. Lewis Pollack-10 Reese Lane-Residential-Remodel
3. Raymond Such-965 Franklin Road-Residential-Remodel/Repair/Demo
4. Franklin Road, LLC-595 Franklin Road-Commercial-Addition
5. Peggy Newton-580 North Fifth Street-Residential-Addition
6. Jane Hatcher-79 S. Sassafras-Residential-New Build
7. Ed Hocevar-1583 Big Bearpen Road-Residential-Septic Repair

Fees:

Residential:	\$ 4,085
Commercial:	\$ 25
Total:	\$ 4,110

SIGN PERMIT

Fees:

Permanent:	\$ 0
Temporary:	\$ 0
Other:	\$ 0
Total:	\$ 0

ZONING BOARD OF ADJUSTMENT

The Zoning Board of Adjustment did not meet in June due to a lack of agenda items.

PLANNING BOARD

The Planning Board met on Monday, June 22, **via Zoom**, and the minutes are as follows:

MINUTES OF THE TOWN OF HIGHLANDS
PLANNING BOARD

June 22, 2020

The Town of Highlands Planning Board met at a regular monthly meeting on June 22, 2020, at 5:30 P.M. via Zoom with the following members present: Dennis DeWolf (Chairman), Brad Armstrong, Helene Siegel, Rick Trevathan, Darren Whatley and Chris Wilkes. Absent from the meeting was member Steve Abranyi. Also present at the meeting via Zoom were Thomas Craig, Pete Shipp, Richard Delany, Michael Mathis (Assistant Planning & Development Director), and Jerri Talley (Secretary).

Chairman Dennis DeWolf called the regular monthly meeting of the Planning Board to order via Zoom.

Chairman DeWolf advised the Planning Board members that he would like to be replaced as chairman but still remain as a member of the Planning Board.

The floor was opened for nominations and Chairman DeWolf nominated Brad Armstrong to serve as Chairman of the Planning Board.

RICK TREVATHAN MADE THE MOTION TO APPROVE THE NOMINATION OF BRAD ARMSTRONG TO SERVE AS CHAIRMAN OF THE PLANNING BOARD. SECONDED BY HELENE SIEGEL AND UNANIMOUSLY APPROVED.

Chairman Brad Armstrong opened the floor for nominations to serve as Vice-Chairman of the Planning Board. Rick Trevathan nominated Darren Whatley to serve as Vice-Chairman.

RICK TREVATHAN MADE THE MOTION TO APPROVE THE NOMINATION OF DARREN WHATLEY TO SERVE AS VICE-CHAIRMAN OF THE PLANNING BOARD. SECONDED BY HELENE SIEGEL AND UNANIMOUSLY APPROVED.

The minutes of the regular monthly meeting held on February 24, 2020, had previously been distributed to all members of the Planning Board for their review. The minutes of the regular monthly meeting held on February 24, 2020, stand approved as submitted.

Mr. Mathis reported to the Planning Board that on Thursday, June 4, 2020, the Land Use Committee along with two representatives from the Planning Board, met with three separate planning firms, via Zoom, for further discussion regarding comprehensive planning services. All companies did a great job answering our questions, but there was one firm that stood out to everyone. Stewart was very prepared for the meeting, and their presentation was well organized. Founded in 1994, Stewart is comprised of over 200 employees working in five different locations across North Carolina and South Carolina. In their 26 years of operation, the firm has assisted multiple municipalities across the Western North Carolina Regions.

Also, Stewart is a preferred partner of the North Carolina League of Municipalities and operates using three sub-consultants: (1) J.M. Teague; (2) Chipley; and (3) Stacy J. Guffey & Associates. All sub-consultants attended the interview and provided demographic and economic statistics, obtained through preliminary research.

Minutes of the Town of Highlands Planning Board
Page Two
June 22, 2020

Mr. Mathis also reported that on Thursday, June 18, 2020, the Town of Highlands Board of Commissioners voted to approve the selection of Stewart at their bid price of \$95,850. Town staff will begin negotiating the contract in the coming weeks.

OLD BUSINESS:

There was no Old Business to be discussed by the Planning Board.

NEW BUSINESS:

The Planning Board reviewed and discussed a Special Use Permit submitted by Thomas Craig requesting a change in use of his business, the High Dive, located at 476 Carolina Way. Thomas Craig was present via Zoom to explain this request and answer any questions. The following staff report was submitted: According to past Special Use Permits (SUP), the business currently operates as a private club on the inside, and a restaurant on the outside. Per his ABC Permit submitted to the Town of Highlands Planning Department, Mr. Craig is looking to convert both uses into one restaurant. Per the Town of Highlands Unified Development Ordinance, Sec. 6.2.2 *Use Table*, the use is allowed with the approval of a SUP. In his last SUP, Mr. Craig requested to utilize public on-street parking for his restaurant. The permit for additional restaurant parking was approved, and Mr. Craig was awarded 12 additional parking spaces. With the approval of 12 off-site places plus the 11 on-site spaces, Mr. Craig currently has 23 total parking spaces. According to a parking study provided by Mr. Craig, he will be dedicating two spaces for four employees and four spaces for two future apartments. This will leave Mr. Craig's restaurant with 17 total parking places. According to the Town's UDO, Section 9.1.7 *Parking Schedule*, a restaurant requires one parking space for every three seats. According to Mr. Craig's parking study, the restaurant will be allowed 51 seats (17 x 3). Since all other aspects of the building were approved in prior SUPs, the restaurant will comply with the Town's UDO.

RICK TREVATHAN MADE THE MOTION TO RECOMMEND APPROVAL OF THE SPECIAL USE PERMIT SUBMITTED BY THOMAS CRAIG REQUESTING A CHANGE IN USE OF HIS BUSINESS, THE HIGH DIVE, LOCATED AT 476 CAROLINA WAY. SECONDED BY HELENE SIEGEL AND UNANIMOUSLY APPROVED.

The Planning Board reviewed and discussed the request for annexation and conditional zoning of 22.27 acres owned by Old Edwards Inn and Spa, LLC (OEI) called "The Farm" and located off Arnold Road. Richard Delany and Pete Shipp were present via Zoom to explain this request and answer any questions.

The following staff report was submitted: A Petition for Conditional Zoning District was submitted to the Town of Highlands Planning Department by Old Edwards Inn and Spa, LLC

Minutes of the Town of Highlands Planning Board

Page Three

June 22, 2020

(OEI) concerning “The Farm” property located off Arnold Road. OEI will be requesting annexation by the Town Board so to access Town utilities. Currently, the property contains 22.27 acres and is contiguous with the Town of Highlands. Upon recommendation from the Land Use Committee and contingent on approval, OEI will add 2.79 acres to the parcel to comply with the Town’s Watershed requirements. The Farm currently operates as a wedding venue/outdoor entertainment area. The use was established while the property was a part of Macon County. At one time, the subject property was included in the Town’s Extraterritorial Jurisdiction (ETJ) and zoned B-5 commercial. In this application, OEI is applying for B-3 conditional so that the use will conform with the Town’s ordinance. If approved, any property expansions will have to comply with the Town of Highlands Unified Development Ordinance.

DARREN WHATLEY MADE THE MOTION AND THE MOTION WAS AMENDED BY BRAD ARMSTRONG TO RECOMMEND APPROVAL OF THE REQUEST FOR ANNEXATION TO THE TOWN OF HIGHLANDS OF THE PROPERTY OWNED BY OLD EDWARDS INN AND SPA, LLC (OEI) AND CONTAINING 22.27 ACRES LOCATED OFF ARNOLD ROAD AND RECOMMEND APPROVAL OF THE REQUEST BY OEI THAT THE PROPERTY BE ZONED AS B-3 CONDITIONAL WITH THE CONDITION THAT THE USE OF THE PROPERTY DOES NOT CHANGE WITHOUT APPROVAL FROM THE PLANNING BOARD AND TOWN OF HIGHLANDS TOWN BOARD AND APPROVED IN ACCORDANCE WITH THE TOWN OF HIGHLANDS LAND USE PLAN. SECONDED BY CHRIS WILKES AND UNANIMOUSLY APPROVED.

The next regular monthly meeting of the Planning Board is scheduled for July 27, 2020. The meeting adjourned at 6:30 P.M.

Brad Armstrong, Chairman

Jerri Talley, Secretary

All Funds ~ June 30 2020 Monthly Summary



	Current Mth	Year-To-Date	Budget	% To Date
Revenues:				
General Fund	471,212	5,826,997	11,303,913	51.55%
Gov't Capital Projects	3,293,409	3,293,760	5,035,427	65.41%
Scholarship Fund	0	62,242	60,000	103.74%
Fire Dept. Fund	1,507,835	2,636,813	2,589,864	101.81%
Cemetery Fund	53,800	70,668	60,000	117.78%
Water Fund	418,561	2,177,070	2,103,230	103.51%
Sewer Fund	170,600	825,407	890,462	92.69%
Capital Projects Fund	1,372,350	1,372,350	1,372,350	100.00%
Sanitation Fund	229,031	915,298	886,150	103.29%
Electric Fund	443,364	6,246,871	9,126,670	68.45%
Total Revenues:	7,960,161	23,427,477	33,428,066	70.08%
Expenditures:				
General Fund	959,044	5,809,402	11,303,913	51.39%
Gov't Capital Projects	23,375	3,224,372	5,035,427	64.03%
Scholarship Fund	0	55,049	60,000	91.75%
Fire Dept. Fund	1,370,731	1,689,036	2,589,864	65.22%
Cemetery Fund	4,319	42,599	60,000	71.00%
Water Fund	292,516	1,928,917	2,103,230	91.71%
Sewer Fund	110,051	604,515	890,462	67.89%
Capital Projects Fund	-38,190	1,254,316	1,372,350	91.40%
Sanitation Fund	44,881	788,047	886,150	88.93%
Electric Fund	4,004,082	8,157,317	9,126,670	89.38%
Total Expenditures:	6,770,811	23,553,569	33,428,066	70.46%

General Fund ~ June 30, 2020 Monthly Summary



General Fund	Current Mth	Year-To-Date	Budget	% To Date
Revenues:				
General Fund	150,169	4,109,275	4,094,598	100.36%
Other General Fund	159,895	491,233	1,682,487	29.20%
Powell Bill	0	53,446	50,000	106.89%
MIS/GIS ~ Fiber	20,959	248,468	4,588,900	5.41%
Recreation	138,500	861,048	834,128	103.23%
Recreation - Pool	1,689	31,085	30,000	103.62%
Recreation - Ice Rink	0	32,442	23,800	136.31%
Total General Fund Revenues	471,212	5,826,997	11,303,913	51.55%
Expenditures:				
Governing Body	12,695	27,600	30,060	91.82%
Administration	603,935	1,384,756	6,009,875	23.04%
Planning/Zoning/ED	4,515	59,212	91,450	64.75%
MIS/GIS	23,934	426,166	492,250	86.58%
MIS/GIS ~ Fiber	10,840	210,247	242,550	86.68%
Police Department	92,335	1,355,671	1,580,150	85.79%
Street Department	142,021	1,307,401	1,370,950	95.36%
Public Buildings	13,354	173,263	177,300	97.72%
Recreation	44,677	626,121	763,350	82.02%
Recreation - Pool	10,739	205,753	493,928	41.66%
Recreation - Ice Rink	0	33,212	52,050	63.81%
Total General Fund Expenditures	959,044	5,809,402	11,303,913	51.39%

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10 GENERAL FUND					
REVENUE:					
3000 GENERAL FUND					
10-3000-0010 NC FRANCHISE TAX	260,000.00	66,218.58	193,761.08	66,238.92	75
10-3000-0040 NC LOCAL OPTION SALES TAX	1,000,000.00	77,101.83	1,000,024.33	-24.33	100
10-3000-0090 ZONING CERTIFICATES	30,000.00	4,110.00	30,874.00	-874.00	103
10-3000-0801 GAIN ON SALE OF EQUIPMENT	0.00	0.00	1,587.00	-1,587.00	0
10-3000-0901 VEHICLE TAX	20,000.00	1,607.66	23,437.06	-3,437.06	117
10-3000-2007 2007 TAX	383.00	0.00	0.00	383.00	0
10-3000-2008 2008 TAX	387.00	0.00	0.00	387.00	0
10-3000-2009 2009 TAX	672.00	0.00	0.00	672.00	0
10-3000-2010 2010 TAX	838.00	0.00	0.00	838.00	0
10-3000-2011 2011 TAX	602.00	0.00	0.00	602.00	0
10-3000-2012 2012 TAX	1,995.00	0.00	608.38	1,386.62	30
10-3000-2013 2013 TAX	1,909.00	0.00	575.05	1,333.95	30
10-3000-2014 2014 TAX	2,069.00	0.00	601.91	1,467.09	29
10-3000-2015 2015 TAX	2,266.00	0.00	1,193.36	1,072.64	53
10-3000-2016 2016 TAX	3,597.10	0.00	1,436.80	2,160.30	40
10-3000-2017 2017 TAX	0.00	0.00	4,354.77	-4,354.77	0
10-3000-2018 2018 Tax	19,879.74	0.00	10,085.02	9,794.72	51
10-3000-2019 2019 Tax	2,750,000.00	1,130.70	2,840,736.10	-90,736.10	103
3000 GENERAL FUND	4,094,597.84	150,168.77	4,109,274.86	-14,677.02	100
3100 OTHER GENERAL FUND					
10-3100-0201 ABC STORE	23,200.00	0.00	23,214.18	-14.18	100
10-3100-0210 CONTRIB ABC - LAW	5,100.00	0.00	5,870.02	-770.02	115
10-3100-0301 PRIVILEGE LICENSE	0.00	90.00	850.00	-850.00	0
10-3100-0501 REIMBURSE GROUP INSURANCE	0.00	346.01	4,217.71	-4,217.71	0
10-3100-0509 GF Donations	500.00	0.00	0.00	500.00	0
10-3100-0601 MISC INCOME	13,300.00	-1,188.44	52,557.19	-39,257.19	395
10-3100-0604 INSURANCE SETTLEMENTS	67,700.00	22,641.50	91,309.24	-23,609.24	135
10-3100-0620 ADMIN OVERHEAD ALLOCATED	67,000.00	67,000.00	67,000.00	0.00	100
10-3100-0660 MIS/GIS ALLOCATION	66,268.00	66,268.00	66,268.00	0.00	100
10-3100-0701 INTEREST INCOME	50,000.00	0.00	63,553.22	-13,553.22	127
10-3100-0715 ANTENNA REVENUE	15,000.00	4,729.00	35,998.00	-20,998.00	240
10-3100-0720 D.A.R.E. PROGRAM -	3,500.00	0.00	0.00	3,500.00	0
10-3100-0721 DONATIONS - POLICE DEPT	0.00	0.00	5,675.00	-5,675.00	0
10-3100-0723 Macon County ~ SRO	50,000.00	0.00	50,000.00	0.00	100
10-3100-0725 GRANT - GOVERNOR'S CRIME	0.00	0.00	23,070.98	-23,070.98	0
10-3100-0730 COURT COSTS & FEES	0.00	9.00	233.02	-233.02	0
10-3100-0740 INTEREST INCOME - POWELL BILL	500.00	0.00	1,407.17	-907.17	281

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

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FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-3100-0760 Interest Income ~ Asst. For. Fund	0.00	0.00	9.46	-9.46	0
10-3100-0910 FUND BAL APPROPRIATED - GF	1,320,419.16	0.00	0.00	1,320,419.16	0
3100 OTHER GENERAL FUND	1,682,487.16	159,895.07	491,233.19	1,191,253.97	29
3200 POWELL BILL					
10-3200-9510 POWELL BILL	50,000.00	0.00	53,445.96	-3,445.96	107
3200 POWELL BILL	50,000.00	0.00	53,445.96	-3,445.96	107
3350 RECREATION DEPT.					
10-3350-0101 POOL FEES - REC PARK	15,000.00	0.00	0.00	15,000.00	0
10-3350-0110 PROGRAM FEES - REC PARK	0.00	0.00	13,623.50	-13,623.50	0
10-3350-0120 MISC INCOME - REC PARK	500.00	0.00	418.00	82.00	84
10-3350-0130 TENNIS INCOME - REC PARK	1,500.00	0.00	2,531.00	-1,031.00	169
10-3350-0170 NAUTILUS - REC PARK	20,000.00	0.00	26,790.00	-6,790.00	134
10-3350-0190 RENTAL INCOME - REC PARK	10,000.00	0.00	10,112.00	-112.00	101
10-3350-0195 RENTAL INCOME - COMMUNITY	3,500.00	0.00	4,740.00	-1,240.00	135
10-3350-0210 Donation ~ Playground	1,000.00	1,000.00	1,000.00	0.00	100
10-3350-0215 Donation ~ Pool	232,627.50	0.00	232,127.50	500.00	100
10-3350-0220 CONTRIB. - ABC - RECREATION	0.00	0.00	19,705.65	-19,705.65	0
10-3350-9500 MACON COUNTY - RECREATION	550,000.00	137,500.00	550,000.00	0.00	100
3350 RECREATION DEPT.	834,127.50	138,500.00	861,047.65	-26,920.15	103
3360 RECREATION DEPT - POOL					
10-3360-0101 POOL FEES - REC PARK	30,000.00	1,689.00	31,085.05	-1,085.05	104
3360 RECREATION DEPT - POOL	30,000.00	1,689.00	31,085.05	-1,085.05	104
3370 RECREATION DEPT-ICE RINK					
10-3370-0105 ICE RINK FEES - REC PARK	23,800.00	0.00	32,442.00	-8,642.00	136
3370 RECREATION DEPT-ICE RINK	23,800.00	0.00	32,442.00	-8,642.00	136
4310 MIS/GIS - FIBER					
10-4310-5125 Charges	122,600.00	20,959.43	248,468.17	-125,868.17	203
10-4310-5127 BB&T Fiber Loan Proceeds	4,466,300.00	0.00	0.00	4,466,300.00	0
4310 MIS/GIS - FIBER	4,588,900.00	20,959.43	248,468.17	4,340,431.83	5
TOTAL REVENUE	11,303,912.50	471,212.27	5,826,996.88	5,476,915.62	52
EXPENDITURE:					
4000 GOVERNING BODY					
10-4000-0102 SALARIES & WAGES-GOVERNING	23,000.00	11,500.00	23,000.00	0.00	100
10-4000-0505 FICA	1,760.00	879.75	1,759.50	0.50	100
10-4000-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-4000-1400 TRAVEL, SCHOOLS & MEALS	1,500.00	0.00	341.49	1,158.51	23
10-4000-3300 DEPT. SUPPLIES	3,000.00	59.77	2,039.82	960.18	68
10-4000-5200 DUES & SUBSCRIPTIONS	500.00	254.99	369.98	130.02	74
10-4000-5500 WORKER'S COMPENSATION	150.00	0.00	77.13	72.87	51

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
4000 GOVERNING BODY	30,060.00	12,694.51	27,599.66	2,460.34	92
4100 ADMINISTRATION					
10-4100-0205 SALARIES AND WAGES	488,000.00	39,412.85	471,846.74	16,153.26	97
10-4100-0410 PROF. SERVICES - LEGAL	30,000.00	0.00	10,940.00	19,060.00	36
10-4100-0430 PROF. SERVICES - AUDIT	38,000.00	0.00	38,687.50	-687.50	102
10-4100-0450 PROF. SERVICES - ORDINANCES	10,000.00	225.00	4,556.54	5,443.46	46
10-4100-0460 PROF. SERVICES - ELECTIONS	7,500.00	537.00	7,912.75	-412.75	106
10-4100-0470 ADVERTISING	20,000.00	792.50	7,600.60	12,399.40	38
10-4100-0505 FICA	38,000.00	2,888.00	34,592.96	3,407.04	91
10-4100-0605 GROUP INSURANCE	84,000.00	5,079.09	66,584.93	17,415.07	79
10-4100-0610 GROUP INSURANCE - RETIREES	150.00	0.00	284.28	-134.28	190
10-4100-0611 GROUP INSURANCE - COBRA	250.00	2,319.00	3,078.70	-2,828.70	1,231
10-4100-0618 DRUG TESTING / PHYSICALS	400.00	0.00	54.50	345.50	14
10-4100-0705 RETIREMENT	44,000.00	3,480.17	41,526.95	2,473.05	94
10-4100-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-4100-1105 TELEPHONE	9,500.00	822.68	9,823.97	-323.97	103
10-4100-1205 POSTAGE	20,000.00	818.27	14,067.07	5,932.93	70
10-4100-1300 UTILITIES	6,000.00	0.00	6,000.00	0.00	100
10-4100-1400 TRAVEL,SCHOOL & TRAINING	15,000.00	-25.00	3,798.10	11,201.90	25
10-4100-1500 MAINT. & REPAIR - BLDG	0.00	0.00	662.70	-662.70	0
10-4100-1600 MAINT. & REPAIR - EQUIPMENT	5,000.00	435.22	5,077.86	-77.86	102
10-4100-1700 MAINT. & REPAIR - AUTO	2,000.00	139.99	1,437.91	562.09	72
10-4100-3100 AUTO FUEL	2,000.00	101.15	1,515.78	484.22	76
10-4100-3105 FUEL SERVICE CHARGES	2,000.00	169.48	1,808.47	191.53	90
10-4100-3300 DEPT. SUPPLIES	25,000.00	1,587.77	11,521.94	13,478.06	46
10-4100-3600 UNIFORMS	3,500.00	0.00	1,041.11	2,458.89	30
10-4100-5200 DUES & SUBSCRIPTIONS	5,000.00	0.00	1,907.00	3,093.00	38
10-4100-5400 PROPERTY / LIABILITY INSURANCE	32,000.00	0.00	22,648.93	9,351.07	71
10-4100-5500 WORKERS COMP INSURANCE	3,000.00	0.00	2,880.69	119.31	96
10-4100-5700 OTHER EXPENSE	22,000.00	505.61	15,215.90	6,784.10	69
10-4100-5705 BANK SERVICE CHARGES	10,000.00	0.00	542.50	9,457.50	5
10-4100-5750 Safety Related Expenses	1,700.00	103.95	1,348.36	351.64	79
10-4100-6500 ADMINISTRATIVE FEE/AD	44,000.00	16.96	42,944.91	1,055.09	98
10-4100-7300 CAPITAL OUTLAY / OTHER	10,500.00	0.00	8,309.76	2,190.24	79
10-4100-9513 TRANSFER TO CAPITAL PROJECT	15,698.00	15,698.00	15,698.00	0.00	100
10-4100-9515 TRANSFER TO GOVT CAP PROJECTS	4,961,727.00	475,027.00	475,027.00	4,486,700.00	10
10-4100-9531 TRANSFER TO CEMETERY FUND	53,800.00	53,800.00	53,800.00	0.00	100
4100 ADMINISTRATION	6,009,875.00	603,934.69	1,384,756.15	4,625,118.85	23
4200 PLANNING/ZONING/ECONOMIC					
10-4200-0205 SALARIES AND WAGES	54,000.00	3,217.60	39,657.98	14,342.02	73

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

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FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-4200-0505 FICA	4,200.00	246.74	3,041.39	1,158.61	72
10-4200-0605 GROUP INSURANCE	9,500.00	658.45	7,899.14	1,600.86	83
10-4200-0618 DRUG TESTING / PHYSICALS	400.00	0.00	0.00	400.00	0
10-4200-0705 RETIREMENT	4,900.00	287.98	3,549.43	1,350.57	72
10-4200-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-4200-1400 TRAVEL, SCHOOL & TRAINING	3,500.00	0.00	100.00	3,400.00	3
10-4200-1700 MAINT. & REPAIR - AUTO	500.00	0.00	247.61	252.39	50
10-4200-2710 ZONING & PLANNING BOARD	2,500.00	0.00	971.66	1,528.34	39
10-4200-2720 ECONOMIC DEVELOPMENT	2,500.00	0.00	0.00	2,500.00	0
10-4200-3100 AUTO FUEL	1,000.00	0.00	149.00	851.00	15
10-4200-3300 DEPT. SUPPLIES	2,500.00	0.00	70.44	2,429.56	3
10-4200-5200 DUES & SUBSCRIPTIONS	500.00	0.00	60.00	440.00	12
10-4200-5500 WORKERS COMP INSURANCE	1,600.00	0.00	1,954.75	-354.75	122
10-4200-5700 OTHER EXPENSE	2,000.00	0.00	150.00	1,850.00	8
10-4200-5780 Safety Related Expenses	1,700.00	103.95	1,348.36	351.64	79
4200 PLANNING/ZONING/ECONOMIC	91,450.00	4,514.72	59,211.50	32,238.50	65
4300 MIS/GIS					
10-4300-0204 OVERTIME PAY	1,000.00	0.00	0.00	1,000.00	0
10-4300-0205 SALARIES & WAGES	179,000.00	13,802.81	171,111.51	7,888.49	96
10-4300-0505 FICA	14,000.00	988.44	12,259.76	1,740.24	88
10-4300-0605 GROUP INSURANCE	41,000.00	4,366.36	45,494.65	-4,494.65	111
10-4300-0618 DRUG TESTING / PHYSICALS	400.00	0.00	0.00	400.00	0
10-4300-0705 RETIREMENT	16,000.00	1,231.37	15,265.29	734.71	95
10-4300-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-4300-1400 TRAVEL, SCHOOLS & TRAINING	10,000.00	0.00	530.44	9,469.56	5
10-4300-1600 MAINT. & REPAIR - EQUIPMENT	27,000.00	495.00	18,176.79	8,823.21	67
10-4300-1610 COMPUTER PROGRAMMING	12,000.00	0.00	4,782.21	7,217.79	40
10-4300-1630 ANNUAL CONTRACTS	70,000.00	250.00	68,790.18	1,209.82	98
10-4300-1640 NEW COMPUTER EQUIPMENT	21,000.00	0.00	11,751.11	9,248.89	56
10-4300-1700 MAINT. & REPAIR - AUTO	7,500.00	0.00	340.66	7,159.34	5
10-4300-3100 AUTO FUEL	3,500.00	20.11	683.96	2,816.04	20
10-4300-3300 DEPT. SUPPLIES	15,000.00	2,457.27	11,416.80	3,583.20	76
10-4300-5400 Property/Liability Insurance	0.00	0.00	3,333.00	-3,333.00	0
10-4300-5500 WORKER'S COMPENSATION	2,500.00	0.00	2,199.64	300.36	88
10-4300-5700 OTHER EXPENSE	2,500.00	218.73	435.84	2,064.16	17
10-4300-5750 Safety Related Expenses	1,700.00	103.95	1,348.36	351.64	79
10-4300-7400 CAPITAL OUTLAY/EQUIPMENT	68,000.00	0.00	58,234.37	9,765.63	86
4300 MIS/GIS	492,250.00	23,934.04	426,166.31	66,083.69	87
4310 MIS/GIS - FIBER					
10-4310-0204 OVERTIME PAY	1,500.00	0.00	875.76	624.24	58

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-4310-0205 SALARIES & WAGES	97,000.00	7,051.20	87,632.75	9,367.25	90
10-4310-0410 PROFESSIONAL SERVICES ~	17,000.00	0.00	22,894.64	-5,894.64	135
10-4310-0505 FICA	8,000.00	528.84	6,636.98	1,363.02	83
10-4310-0605 GROUP INSURANCE	18,500.00	1,574.36	19,094.72	-594.72	103
10-4310-0618 DRUG	100.00	0.00	0.00	100.00	0
10-4310-0705 RETIREMENT	9,500.00	626.05	7,855.67	1,644.33	83
10-4310-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-4310-1400 TRAVEL, SCHOOL & TRAINING	500.00	0.00	0.00	500.00	0
10-4310-1600 MAINT. & REPAIR ~ EQUIPMENT	5,000.00	0.00	1,887.24	3,112.76	38
10-4310-1630 ANNUAL CONTRACTS	12,500.00	532.00	12,379.00	121.00	99
10-4310-1700 MAINT & REPAIR ~ AUTO	10,000.00	0.00	5,300.29	4,699.71	53
10-4310-3100 AUTO FUEL	6,000.00	230.48	3,570.43	2,429.57	60
10-4310-3300 DEPARTMENTAL SUPPLIES	40,000.00	69.83	18,632.64	21,367.36	47
10-4310-3600 UNIFORMS	2,000.00	305.28	3,383.07	-1,383.07	169
10-4310-3700 BROADBAND SALES TAX	5,000.00	-768.61	11,102.44	-6,102.44	222
10-4310-5400 Property/Liability Insurance	0.00	2,107.00	2,107.00	-2,107.00	0
10-4310-5500 Workers Comp Insurance	4,000.00	0.00	5,240.26	-1,240.26	131
10-4310-5700 MISC. EXPENSE	5,000.00	-1,520.03	294.00	4,706.00	6
10-4310-5750 Safety Related Expenses	800.00	103.95	1,348.36	-548.36	169
4310 MIS/GIS - FIBER	242,550.00	10,840.35	210,246.99	32,303.01	87
5100 POLICE DEPARTMENT					
10-5100-0204 OVERTIME PAY	65,500.00	1,861.96	36,874.24	28,625.76	56
10-5100-0205 SALARIES AND WAGES	620,000.00	53,184.33	591,332.62	28,667.38	95
10-5100-0209 SALARIES - SEPARATION	34,000.00	3,085.37	31,736.63	2,263.37	93
10-5100-0211 SALARIES - PART-TIME - POLICE	41,000.00	1,373.60	35,787.62	5,212.38	87
10-5100-0213 SALARIES - PART-TIME - ADMIN	19,000.00	894.56	10,132.96	8,867.04	53
10-5100-0410 Professional Service ~ Legal	6,500.00	0.00	6,081.00	419.00	94
10-5100-0505 FICA	59,000.00	4,481.09	52,163.26	6,836.74	88
10-5100-0605 GROUP INSURANCE	153,400.00	10,834.30	140,525.96	12,874.04	92
10-5100-0618 DRUG TESTING / PHYSICALS	4,000.00	0.00	2,830.54	1,169.46	71
10-5100-0705 RETIREMENT	65,000.00	5,318.65	60,691.14	4,308.86	93
10-5100-0706 SUPPLEMENTAL RETIREMENT	33,000.00	2,490.34	28,706.62	4,293.38	87
10-5100-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-5100-1105 TELEPHONE	21,000.00	1,487.75	19,466.07	1,533.93	93
10-5100-1300 UTILITIES	3,000.00	0.00	3,000.00	0.00	100
10-5100-1400 TRAVEL, SCHOOL & TRAINING	14,000.00	0.00	9,134.87	4,865.13	65
10-5100-1410 EDUCATIONAL ASSISTANCE	6,000.00	0.00	974.79	5,025.21	16
10-5100-1500 MAINT. & REPAIR - BLDG	9,000.00	0.00	5,410.89	3,589.11	60
10-5100-1600 MAINT. & REPAIR - EQUIPMENT	56,400.00	9,652.72	23,397.17	33,002.83	41
10-5100-1700 MAINT. & REPAIR - AUTO	20,000.00	1,550.62	14,239.33	5,760.67	71

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	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-5100-3100 AUTO FUEL	40,000.00	2,451.53	35,704.50	4,295.50	89
10-5100-3220 PROPANE FUEL	3,500.00	0.00	3,135.09	364.91	90
10-5100-3300 DEPT. SUPPLIES	40,000.00	379.41	16,084.09	23,915.91	40
10-5100-3600 UNIFORMS	22,000.00	147.90	13,607.59	8,392.41	62
10-5100-5200 DUES & SUBSCRIPTIONS	3,000.00	-119.00	2,079.00	921.00	69
10-5100-5400 PROPERTY / LIABILITY INSURANCE	49,000.00	2,509.65	41,037.00	7,963.00	84
10-5100-5500 WORKERS COMP INSURANCE	32,000.00	0.00	22,710.99	9,289.01	71
10-5100-5700 MISCELLANOUS EXPENSE	16,500.00	78.48	10,432.90	6,067.10	63
10-5100-5740 D.A.R.E. PROGRAM EXPENSE	5,500.00	197.95	4,970.01	529.99	90
10-5100-5750 Safety Related Expenses	1,700.00	103.95	1,348.36	351.64	79
10-5100-5760 Governor's Crime Commission Grant	25,000.00	-3,750.31	22,613.67	2,386.33	90
10-5100-5780 VETERANS MEMORIAL	1,500.00	0.00	0.00	1,500.00	0
10-5100-7400 CAPITAL OUTLAY / EQUIPMENT	45,500.00	-5,879.91	45,086.41	413.59	99
10-5100-7430 DEBT SERVICE (P & I)	65,000.00	0.00	64,363.74	636.26	99
5100 POLICE DEPARTMENT	1,580,150.00	92,334.94	1,355,670.80	224,479.20	86
5600 STREET DEPARTMENT					
10-5600-0204 OVERTIME PAY	65,000.00	114.15	23,168.19	41,831.81	36
10-5600-0205 SALARIES AND WAGES	190,000.00	14,697.60	180,933.18	9,066.82	95
10-5600-0505 FICA	20,000.00	1,064.21	14,762.75	5,237.25	74
10-5600-0605 GROUP INSURANCE	58,000.00	7,616.51	69,301.82	-11,301.82	119
10-5600-0618 DRUG TESTING / PHYSICALS	400.00	0.00	97.00	303.00	24
10-5600-0705 RETIREMENT	23,000.00	1,325.63	18,266.93	4,733.07	79
10-5600-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
10-5600-1105 TELEPHONE	1,100.00	67.03	878.22	221.78	80
10-5600-1300 UTILITIES	3,000.00	0.00	3,000.00	0.00	100
10-5600-1400 TRAVEL, SCHOOL & TRAINING	500.00	0.00	0.00	500.00	0
10-5600-1500 MAINT. & REPAIR - BLDG	3,500.00	0.00	0.00	3,500.00	0
10-5600-1600 MAINT. & REPAIR - EQUIPMENT	20,000.00	7,481.33	54,344.77	-34,344.77	272
10-5600-1700 MAINT. & REPAIR - AUTO	62,000.00	829.60	56,385.43	5,614.57	91
10-5600-1900 MAINT. & REPAIR - STREETS	86,000.00	9,376.78	94,143.44	-8,143.44	109
10-5600-3100 AUTO FUEL	12,000.00	492.54	8,864.74	3,135.26	74
10-5600-3220 PROPANE FUEL	1,000.00	0.00	371.29	628.71	37
10-5600-3300 DEPT. SUPPLIES	65,000.00	1,321.93	57,159.07	7,840.93	88
10-5600-3600 UNIFORMS	14,000.00	1,342.16	13,056.21	943.79	93
10-5600-5400 PROPERTY / LIABILITY INSURANCE	18,000.00	0.00	13,413.92	4,586.08	75
10-5600-5500 WORKERS COMP INSURANCE	20,000.00	0.00	14,655.44	5,344.56	73
10-5600-5700 MISCELLANOUS EXPENSE	10,000.00	654.51	5,132.13	4,867.87	51
10-5600-5720 LANDSCAPING STREETS	25,000.00	6,160.00	25,060.00	-60.00	100
10-5600-5750 Safety Related Expenses	3,300.00	207.89	2,671.48	628.52	81
10-5600-7300 CAPITAL OUTLAY / OTHER	570,000.00	86,628.75	561,710.23	8,289.77	99

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10-5600-7310 CAPITAL OUTLAY / POWELL BILL	50,000.00	0.00	53,566.62	-3,566.62	107
10-5600-7330 CAPITAL OUTLAY / PAVING/	50,000.00	2,640.00	36,446.74	13,553.26	73
5600 STREET DEPARTMENT	<u>1,370,950.00</u>	<u>142,020.62</u>	<u>1,307,401.34</u>	<u>63,548.66</u>	<u>95</u>
5700 PUBLIC BUILDINGS					
10-5700-0211 Salaries ~ Part Time	29,000.00	2,070.00	20,397.38	8,602.62	70
10-5700-0505 FICA	2,200.00	158.37	1,558.09	641.91	71
10-5700-1310 MAINT. & REPAIR - PAC	5,000.00	0.00	0.00	5,000.00	0
10-5700-1315 MAINT. & REPAIR - PLAYHOUSE	5,000.00	31.50	8,497.32	-3,497.32	170
10-5700-1320 MAINT. & REPAIR-COMM BLDG	12,000.00	0.00	11,220.57	779.43	94
10-5700-1325 MAINT. & REPAIR-EMS BLDG	1,000.00	0.00	0.00	1,000.00	0
10-5700-1500 MAINTENANCE & REPAIR-TOWN	8,500.00	3,895.00	6,047.42	2,452.58	71
10-5700-3220 PROPANE FUEL - TOH	1,200.00	0.00	0.00	1,200.00	0
10-5700-3250 PROPANE FUEL - PAC	3,500.00	0.00	1,592.71	1,907.29	46
10-5700-3260 PROPANE FUEL - COMM BLDG	2,000.00	0.00	903.06	1,096.94	45
10-5700-3321 CLEANING - MAIN ST PRRMS	32,500.00	5,387.72	35,020.18	-2,520.18	108
10-5700-3322 CLEANING - KH PARK PRRMS	6,000.00	1,811.48	3,393.01	2,606.99	57
10-5700-5500 Worker's Compensation Insurance	1,700.00	0.00	1,338.76	361.24	79
10-5700-7320 CAPITAL OUTLAY/BUILDINGS	67,700.00	0.00	83,294.45	-15,594.45	123
5700 PUBLIC BUILDINGS	<u>177,300.00</u>	<u>13,354.07</u>	<u>173,262.95</u>	<u>4,037.05</u>	<u>98</u>
6200 RECREATION DEPARTMENT					
10-6200-0204 OVERTIME PAY	2,000.00	0.00	0.00	2,000.00	0
10-6200-0205 SALARIES AND WAGES	199,000.00	13,992.40	183,109.64	15,890.36	92
10-6200-0207 SALARIES - PROGRAMS	67,000.00	0.00	23,590.66	43,409.34	35
10-6200-0211 SALARIES - PART-TIME	20,000.00	79.60	9,854.93	10,145.07	49
10-6200-0505 FICA	22,000.00	1,061.40	16,370.80	5,629.20	74
10-6200-0605 GROUP INSURANCE	49,000.00	2,713.24	32,344.91	16,655.09	66
10-6200-0618 Drug Tests/Physicals/Bkgrnd Checks	800.00	0.00	54.50	745.50	7
10-6200-0705 RETIREMENT	19,000.00	1,252.31	16,614.87	2,385.13	87
10-6200-1105 TELEPHONE	6,000.00	408.46	4,926.96	1,073.04	82
10-6200-1300 UTILITIES	20,000.00	0.00	20,000.00	0.00	100
10-6200-1305 UTILITIES - ZACHARY FIELD	2,000.00	0.00	0.00	2,000.00	0
10-6200-1400 TRAVEL, SCHOOL & TRAINING	1,000.00	0.00	0.00	1,000.00	0
10-6200-1500 MAINT. & REPAIR - BLDG	18,000.00	528.00	13,968.02	4,031.98	78
10-6200-1502 MOWING & MAINT. - REC PARK	35,000.00	3,200.00	31,445.00	3,555.00	90
10-6200-1503 MOWING & MAINTENANCE -	30,000.00	1,950.00	19,874.56	10,125.44	66
10-6200-1505 MAINT. & REPAIR - GROUNDS	6,000.00	600.00	952.37	5,047.63	16
10-6200-1506 MAINTENANCE - DOG PARK	1,200.00	0.00	482.44	717.56	40
10-6200-1507 MOWING & MAINT.-PINE ST PARK	16,000.00	4,642.71	15,252.32	747.68	95
10-6200-1508 MOWING & MAINT.-HARRIS LAKE	250.00	-2,996.00	0.00	250.00	0
10-6200-1509 Maint. & Repair ~ Playground	1,000.00	1,000.00	0.00	1,000.00	0

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10-6200-1600 Maint & Repair - Equipment	47,000.00	132.43	57,186.31	-10,186.31	122
10-6200-1630 ANNUAL CONTRACTS	1,500.00	0.00	0.00	1,500.00	0
10-6200-1700 MAINT. & REPAIR - AUTO	1,500.00	0.00	1,828.46	-328.46	122
10-6200-3100 AUTO FUEL	1,500.00	27.50	1,032.57	467.43	69
10-6200-3210 FUEL OIL	3,000.00	0.00	0.00	3,000.00	0
10-6200-3220 PROPANE FUEL	5,000.00	71.49	776.78	4,223.22	16
10-6200-3230 PROPANE GAS ~ FOUNDER'S PARK	1,000.00	0.00	0.00	1,000.00	0
10-6200-3300 DEPT. SUPPLIES	28,000.00	1,196.72	24,606.33	3,393.67	88
10-6200-3600 UNIFORMS	1,700.00	61.56	1,547.49	152.51	91
10-6200-5200 DUES & SUBSCRIPTIONS	1,200.00	0.00	690.00	510.00	58
10-6200-5400 PROPERTY / LIABILITY INSURANCE	20,000.00	0.00	19,805.50	194.50	99
10-6200-5500 WORKERS COMP INSURANCE	13,500.00	0.00	7,015.77	6,484.23	52
10-6200-5700 MISCELLANOUS EXPENSE	2,000.00	70.00	1,413.53	586.47	71
10-6200-5710 PROGRAMS/LEAGUE	5,000.00	117.67	2,747.60	2,252.40	55
10-6200-5730 SPECIAL EVENTS	7,000.00	0.00	4,120.73	2,879.27	59
10-6200-5760 Skate Park	2,500.00	1,779.86	1,779.86	720.14	71
10-6200-5780 Safety Related Expenses	1,700.00	103.95	1,348.36	351.64	79
10-6200-7300 CAPITAL OUTLAY / OTHER	105,000.00	12,684.00	111,380.00	-6,380.00	106
6200 RECREATION DEPARTMENT	<u>763,350.00</u>	<u>44,677.30</u>	<u>626,121.27</u>	<u>137,228.73</u>	<u>82</u>
6210 REC DEPT - POOL					
10-6210-0204 OVERTIME PAY	1,000.00	0.00	0.00	1,000.00	0
10-6210-0205 SALARIES AND WAGES	34,000.00	2,536.00	31,587.75	2,412.25	93
10-6210-0206 SALARIES - POOL	91,000.00	2,007.50	56,735.34	34,264.66	62
10-6210-0505 FICA	10,000.00	339.03	6,727.17	3,272.83	67
10-6210-0605 GROUP INSURANCE	10,000.00	843.32	8,795.44	1,204.56	88
10-6210-0618 DRUG TESTS/PHYSICALS/BKGRND	800.00	0.00	196.00	604.00	25
10-6210-0705 RETIREMENT	6,500.00	233.01	4,030.85	2,469.15	62
10-6210-1400 TRAVEL, SCHOOL & TRAINING	2,000.00	0.00	234.94	1,765.06	12
10-6210-1500 MAINT. & REPAIR - BLDGS	4,000.00	690.84	4,166.29	-166.29	104
10-6210-1620 MAINT & REPAIR-POOL EQUIP	8,000.00	63.29	4,265.33	3,734.67	53
10-6210-3220 PROPANE FUEL	45,000.00	1,489.27	40,151.27	4,848.73	89
10-6210-3330 DEPT SUPPLIES - POOL	17,500.00	2,536.86	13,192.76	4,307.24	75
10-6210-3600 UNIFORMS	2,000.00	0.00	1,273.31	726.69	64
10-6210-5500 WORKERS COMP INSURANCE	3,000.00	0.00	7,015.77	-4,015.77	234
10-6210-5700 MISCELLANEOUS EXPENSE	4,000.00	0.00	3,629.64	370.36	91
10-6210-7300 Capital Outlay/Other Improvement	232,127.50	0.00	0.00	232,127.50	0
10-6210-7400 CAPITAL OUTLAY/EQUIPMENT	23,000.00	0.00	23,750.81	-750.81	103
6210 REC DEPT - POOL	<u>493,927.50</u>	<u>10,739.12</u>	<u>205,752.67</u>	<u>288,174.83</u>	<u>42</u>
6220 REC DEPT - ICE RINK					
10-6220-0211 SALARIES - PART-TIME	26,100.00	0.00	14,499.39	11,600.61	56

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10-6220-0505 FICA	2,000.00	0.00	1,109.26	890.74	55
10-6220-0618 DRUG	400.00	0.00	185.50	214.50	46
10-6220-0705 Retirement	400.00	0.00	395.24	4.76	99
10-6220-0805 UNEMPLOYMENT TAX	500.00	0.00	11.74	488.26	2
10-6220-3340 DEPT SUPPLIES - ICE RINK	18,450.00	0.00	15,522.12	2,927.88	84
10-6220-3600 UNIFORMS	1,200.00	0.00	754.93	445.07	63
10-6220-5700 MISCELLANEOUS EXPENSE	3,000.00	0.00	734.10	2,265.90	24
6220 REC DEPT - ICE RINK	<u>52,050.00</u>	<u>0.00</u>	<u>33,212.28</u>	<u>18,837.72</u>	<u>64</u>
TOTAL EXPENDITURE	11,303,912.50	959,044.36	5,809,401.92	5,494,510.58	51
BEFORE TRANSFERS	<u>0.00</u>	<u>-487,832.09</u>	<u>17,594.96</u>		
AFTER TRANSFERS	<u>0.00</u>	<u>-487,832.09</u>	<u>17,594.96</u>		

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11 GOVERNMENTAL CAP PROJECTS					
REVENUE:					
3900 GOVERNMENTAL CAPITAL PROJ					
11-3900-0701 INTEREST INCOME	0.00	0.00	351.25	-351.25	0
11-3900-0908 BB&T LOAN PROCEEDS	4,466,300.00	2,818,381.59	2,818,381.59	1,647,918.41	63
11-3900-0930 TRANSFER FROM GENERAL FUND	569,127.00	475,027.00	475,027.00	94,100.00	83
3900 GOVERNMENTAL CAPITAL PROJ	5,035,427.00	3,293,408.59	3,293,759.84	1,741,667.16	65
TOTAL REVENUE	5,035,427.00	3,293,408.59	3,293,759.84	1,741,667.16	65
EXPENDITURE:					
8439 FIBER BUILD OUT					
11-8439-7100 Contract - Fiber Build Out	4,420,400.00	23,375.00	2,749,345.21	1,671,054.79	62
11-8439-7110 Leg/Admin/Eng - Fiber Build Out	140,000.00	0.00	0.00	140,000.00	0
11-8439-7420 Debt Repayment ~ Fiber Build out Pr	475,027.00	0.00	475,026.67	0.33	100
8439 FIBER BUILD OUT	5,035,427.00	23,375.00	3,224,371.88	1,811,055.12	64
TOTAL EXPENDITURE	5,035,427.00	23,375.00	3,224,371.88	1,811,055.12	64
BEFORE TRANSFERS	0.00	3,270,033.59	69,387.96		
AFTER TRANSFERS	0.00	3,270,033.59	69,387.96		

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15 SCHOLARSHIP FUND					
REVENUE:					
3400 SCHOLARSHIP FUND					
15-3400-0703 INTEREST INCOME - SCHOLARSHIP	0.00	0.00	10,737.28	-10,737.28	0
15-3400-0910 FUND BALANCE APPROPRIATED	60,000.00	0.00	0.00	60,000.00	0
15-3400-8401 SCHOLARSHIP - UNRESTRICTED	0.00	0.00	29,426.99	-29,426.99	0
15-3400-8402 SCHOLARSHIP - ABC	0.00	0.00	17,992.12	-17,992.12	0
15-3400-8403 SCHOLARSHIP FUND - NC	0.00	0.00	4,086.01	-4,086.01	0
3400 SCHOLARSHIP FUND	60,000.00	0.00	62,242.40	-2,242.40	104
TOTAL REVENUE	60,000.00	0.00	62,242.40	-2,242.40	104
EXPENDITURE:					
4100 ADMINISTRATION					
15-4100-9410 SCHOLARSHIP DISBURSED	47,500.00	0.00	45,425.00	2,075.00	96
15-4100-9411 SCHOLARSHIP FUND RAISING	12,000.00	0.00	9,589.24	2,410.76	80
15-4100-9412 MISC. EXPENSE	500.00	0.00	35.00	465.00	7
4100 ADMINISTRATION	60,000.00	0.00	55,049.24	4,950.76	92
TOTAL EXPENDITURE	60,000.00	0.00	55,049.24	4,950.76	92
BEFORE TRANSFERS	0.00	0.00	7,193.16		
AFTER TRANSFERS	0.00	0.00	7,193.16		

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FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
20 FIRE DEPARTMENT					
REVENUE:					
3300 FIRE DEPARTMENT					
20-3300-0202 CHARITABLE CONTRIBUTION -	10,000.00	-430.82	12,770.00	-2,770.00	128
20-3300-0602 MISC RECEIPTS - FIRE DEPT.	0.00	614.00	9,392.35	-9,392.35	0
20-3300-0604 INSURANCE SETTLEMENTS	0.00	0.00	10,790.40	-10,790.40	0
20-3300-0702 INTEREST INCOME - FIRE DEPT.	0.00	0.00	3,222.45	-3,222.45	0
20-3300-0902 MACON COUNTY - CONTRIBUTION	1,029,864.00	3,484.65	1,050,637.98	-20,773.98	102
20-3300-0905 JACKSON COUNTY - CONTRIBUTION	50,000.00	4,166.67	50,000.04	-0.04	100
20-3300-0936 TRANSFER FROM ELEC FUND	1,500,000.00	1,500,000.00	1,500,000.00	0.00	100
3300 FIRE DEPARTMENT	<u>2,589,864.00</u>	<u>1,507,834.50</u>	<u>2,636,813.22</u>	<u>-46,949.22</u>	<u>102</u>
TOTAL REVENUE	2,589,864.00	1,507,834.50	2,636,813.22	-46,949.22	102
EXPENDITURE:					
5300 FIRE DEPARTMENT					
20-5300-0204 OVERTIME PAY	1,000.00	0.00	0.00	1,000.00	0
20-5300-0205 SALARIES AND WAGES	108,146.00	6,378.40	95,609.46	12,536.54	88
20-5300-0211 SALARIES - PART-TIME	20,000.00	0.00	2,585.60	17,414.40	13
20-5300-0212 WAGES - FIRE CALLS	35,000.00	10,500.00	22,410.00	12,590.00	64
20-5300-0214 WAGES - STATION CALLS	3,000.00	270.00	4,275.00	-1,275.00	143
20-5300-0410 Professional Services	0.00	0.00	1,860.00	-1,860.00	0
20-5300-0505 FICA	13,000.00	1,293.35	9,260.48	3,739.52	71
20-5300-0605 GROUP INSURANCE	18,000.00	1,438.40	18,908.50	-908.50	105
20-5300-0705 RETIREMENT	10,000.00	568.36	8,497.55	1,502.45	85
20-5300-0805 UNEMPLOYMENT TAX	1,000.00	0.00	11.74	988.26	1
20-5300-1105 TELEPHONE	2,670.00	249.12	2,986.93	-316.93	112
20-5300-1300 UTILITIES	11,000.00	166.32	10,408.87	591.13	95
20-5300-1500 MAINT. & REPAIR - BLDG	15,000.00	135.03	500.81	14,499.19	3
20-5300-1600 MAINT. & REPAIR - EQUIPMENT	31,755.00	233.00	23,886.04	7,868.96	75
20-5300-1700 MAINT. & REPAIR - AUTO	18,600.00	2,454.47	21,198.02	-2,598.02	114
20-5300-3100 AUTO FUEL	10,000.00	559.89	4,803.64	5,196.36	48
20-5300-3220 PROPANE FUEL	4,000.00	0.00	1,393.98	2,606.02	35
20-5300-3300 DEPT. SUPPLIES	10,000.00	223.47	6,557.09	3,442.91	66
20-5300-3600 UNIFORMS	21,000.00	420.51	17,077.04	3,922.96	81
20-5300-5200 DUES & SUBSCRIPTIONS	8,000.00	150.00	4,071.56	3,928.44	51
20-5300-5400 PROPERTY / LIABILITY INSURANCE	30,000.00	521.00	29,326.17	673.83	98
20-5300-5401 TRAINING	10,000.00	0.00	2,273.86	7,726.14	23
20-5300-5500 WORKERS COMP INSURANCE	16,000.00	0.00	8,899.64	7,100.36	56
20-5300-5700 OTHER EXPENSE	32,000.00	139.61	6,421.67	25,578.33	20
20-5300-5750 Safety Related Expenses	1,580.00	103.95	1,361.80	218.20	86
20-5300-7300 CAPITAL OUTLAY / OTHER	2,159,113.00	1,344,926.55	1,384,450.55	774,662.45	64

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
5300 FIRE DEPARTMENT	2,589,864.00	1,370,731.43	1,689,036.00	900,828.00	65
TOTAL EXPENDITURE	2,589,864.00	1,370,731.43	1,689,036.00	900,828.00	65
BEFORE TRANSFERS	0.00	137,103.07	947,777.22		
AFTER TRANSFERS	0.00	137,103.07	947,777.22		

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

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FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
25 CEMETERY FUND					
REVENUE:					
3500 CEMETERY FUND					
25-3500-0001 SALE OF LOTS	1,500.00	0.00	7,000.00	-5,500.00	467
25-3500-0002 CHARGES FOR CORNER MARKER	200.00	0.00	640.00	-440.00	320
25-3500-0003 CHARITABLE DONATIONS	2,000.00	0.00	2,000.00	0.00	100
25-3500-0004 CONTRIB. - PERPETUAL CARE	1,000.00	0.00	4,200.00	-3,200.00	420
25-3500-0704 INTEREST INCOME - INVESTMENTS	1,500.00	0.00	3,028.43	-1,528.43	202
25-3500-0930 TRANSFER FROM GENERAL FUND	53,800.00	53,800.00	53,800.00	0.00	100
3500 CEMETERY FUND	60,000.00	53,800.00	70,668.43	-10,668.43	118
TOTAL REVENUE	60,000.00	53,800.00	70,668.43	-10,668.43	118
EXPENDITURE:					
4500 CEMETERY FUND					
25-4500-1503 CONTRACT MOWING	45,000.00	4,290.00	41,266.00	3,734.00	92
25-4500-1505 MAINT. & REPAIR - GROUNDS	10,000.00	0.00	0.00	10,000.00	0
25-4500-5700 MISCELLANOUS EXPENSE	5,000.00	28.70	1,332.70	3,667.30	27
4500 CEMETERY FUND	60,000.00	4,318.70	42,598.70	17,401.30	71
TOTAL EXPENDITURE	60,000.00	4,318.70	42,598.70	17,401.30	71
BEFORE TRANSFERS	0.00	49,481.30	28,069.73		
AFTER TRANSFERS	0.00	49,481.30	28,069.73		

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
30 WATER FUND					
REVENUE:					
3710 UTILITY					
30-3710-5105 WATER CHARGES	1,670,000.00	139,320.38	1,634,198.13	35,801.87	98
3710 UTILITY	<u>1,670,000.00</u>	<u>139,320.38</u>	<u>1,634,198.13</u>	<u>35,801.87</u>	<u>98</u>
3800 MISCELLANEOUS					
30-3800-0401 SALE OF MATERIALS	0.00	0.00	4,838.35	-4,838.35	0
30-3800-0402 CONNECTION FEE'S	5,000.00	1,000.00	14,200.00	-9,200.00	284
30-3800-0601 MISC INCOME	0.00	611.07	104,871.88	-104,871.88	0
30-3800-0701 INTEREST INCOME	0.00	0.00	105.27	-105.27	0
30-3800-0910 FUND BALANCE APPROPRIATED	600.00	0.00	0.00	600.00	0
30-3800-0919 NC Dept. of Environ. Quality	150,000.00	0.00	141,226.00	8,774.00	94
30-3800-0936 TRANSFER FROM ELECTRIC	277,630.00	277,630.00	277,630.00	0.00	100
3800 MISCELLANEOUS	<u>433,230.00</u>	<u>279,241.07</u>	<u>542,871.50</u>	<u>-109,641.50</u>	<u>125</u>
TOTAL REVENUE	<u>2,103,230.00</u>	<u>418,561.45</u>	<u>2,177,069.63</u>	<u>-73,839.63</u>	<u>104</u>
EXPENDITURE:					
8100 WATER DEPARTMENT					
30-8100-0204 OVERTIME PAY	30,000.00	2,178.57	11,418.97	18,581.03	38
30-8100-0205 SALARIES AND WAGES	235,000.00	17,828.80	221,565.94	13,434.06	94
30-8100-0505 FICA	21,000.00	1,512.27	17,593.08	3,406.92	84
30-8100-0605 GROUP INSURANCE	51,000.00	3,671.90	43,100.18	7,899.82	85
30-8100-0618 DRUG TESTING / PHYSICALS	400.00	128.00	260.00	140.00	65
30-8100-0705 RETIREMENT	24,000.00	1,790.66	20,852.17	3,147.83	87
30-8100-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
30-8100-1105 TELEPHONE	6,000.00	90.30	1,082.67	4,917.33	18
30-8100-1300 UTILITIES	7,000.00	480.14	5,461.36	1,538.64	78
30-8100-1400 TRAVEL, SCHOOL & TRAINING	3,000.00	0.00	1,060.08	1,939.92	35
30-8100-1600 MAINT. & REPAIR - EQUIPMENT	44,000.00	261.00	21,765.08	22,234.92	49
30-8100-1700 MAINT. & REPAIR - AUTO	27,000.00	0.00	25,180.25	1,819.75	93
30-8100-1820 MAINT & REPAIR - WATER TANKS	30,000.00	0.00	29,383.62	616.38	98
30-8100-1830 MAINT. & REPAIR - WATER/SEWER	11,000.00	0.00	425.00	10,575.00	4
30-8100-3100 AUTO FUEL	10,000.00	-27.10	5,505.55	4,494.45	55
30-8100-3300 DEPT. SUPPLIES	100,000.00	2,087.87	94,144.05	5,855.95	94
30-8100-3600 UNIFORMS	13,000.00	785.24	12,668.37	331.63	97
30-8100-5200 DUES & SUBSCRIPTIONS	600.00	0.00	650.00	-50.00	108
30-8100-5400 PROPERTY / LIABILITY INSURANCE	20,000.00	2,500.00	18,825.70	1,174.30	94
30-8100-5500 WORKERS COMP INSURANCE	13,000.00	0.00	11,052.76	1,947.24	85
30-8100-5700 MISCELLANOUS EXPENSE	5,000.00	0.00	1,147.94	3,852.06	23
30-8100-5750 Safety Related Expenses	3,300.00	207.89	2,671.49	628.51	81
30-8100-9535 ADMINISTRATIVE OVERHEAD	10,000.00	10,000.00	10,000.00	0.00	100

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

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FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
30-8100-9600 CONTRIB/WATER RESERVE	0.00	28,400.00	28,400.00	-28,400.00	0
30-8100-9610 INTERFUND TRANSFER - WATER	0.00	-14,200.00	-14,200.00	14,200.00	0
8100 WATER DEPARTMENT	664,450.00	57,695.54	570,026.00	94,424.00	86
8110 WATER - CAPITAL OUTLAY					
30-8110-7100 NC Dept. of Env. Quality Grant	150,600.00	120,600.00	120,600.00	30,000.00	80
8110 WATER - CAPITAL OUTLAY	150,600.00	120,600.00	120,600.00	30,000.00	80
8150 WATER TREATMENT PLANT					
30-8150-0204 OVERTIME PAY	42,000.00	3,012.26	35,742.28	6,257.72	85
30-8150-0205 SALARIES AND WAGES	211,000.00	16,763.20	220,999.76	-9,999.76	105
30-8150-0440 PROF. SERVICES - MONITORING	24,000.00	864.00	21,625.76	2,374.24	90
30-8150-0505 FICA	20,000.00	1,444.88	18,832.80	1,167.20	94
30-8150-0605 GROUP INSURANCE	46,000.00	3,744.79	46,640.73	-640.73	101
30-8150-0618 DRUG TESTING / PHYSICALS	400.00	0.00	32.50	367.50	8
30-8150-0705 RETIREMENT	23,000.00	1,769.90	22,978.40	21.60	100
30-8150-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
30-8150-1105 TELEPHONE	3,000.00	231.11	2,817.75	182.25	94
30-8150-1300 UTILITIES	140,000.00	0.00	140,000.00	0.00	100
30-8150-1400 TRAVEL, SCHOOL & TRAINING	3,000.00	425.00	855.86	2,144.14	29
30-8150-1500 MAINT. & REPAIR - BLDG	22,500.00	0.00	2,003.36	20,496.64	9
30-8150-1615 MAINT/REP/EQPT - WATER PLANT	232,000.00	12,457.87	189,984.57	42,015.43	82
30-8150-1700 MAINT. & REPAIR - AUTO	2,000.00	64.97	380.80	1,619.20	19
30-8150-1820 MAINT & REPAIR - WATER TANKS	500.00	0.00	0.00	500.00	0
30-8150-3100 AUTO FUEL	1,500.00	155.96	836.23	663.77	56
30-8150-3210 FUEL OIL - WTP	1,500.00	0.00	1,156.00	344.00	77
30-8150-3350 DEPT SUPPLIES - WATER PLANT	100,000.00	13,801.93	102,375.66	-2,375.66	102
30-8150-3600 UNIFORMS	4,000.00	211.32	3,534.12	465.88	88
30-8150-5200 Dues & Subscription	1,000.00	0.00	660.00	340.00	66
30-8150-5300 STATE FEES	4,500.00	0.00	4,197.50	302.50	93
30-8150-5400 PROPERTY / LIABILITY INSURANCE	27,000.00	0.00	17,970.77	9,029.23	67
30-8150-5500 WORKERS COMP INSURANCE	11,000.00	0.00	9,291.48	1,708.52	84
30-8150-5700 OTHER EXPENSE	1,000.00	0.00	534.71	465.29	53
30-8150-5750 Safety Related Expenses	3,300.00	207.89	2,671.49	628.51	81
30-8150-9513 Transfer to Capital Projects Fund	20,685.00	20,685.00	20,685.00	0.00	100
30-8150-9535 ADMINISTRATIVE OVERHEAD C	10,000.00	10,000.00	10,000.00	0.00	100
30-8150-9560 MIS/GIS ALLOCATION	3,145.00	3,145.00	3,145.00	0.00	100
8150 WATER TREATMENT PLANT	958,180.00	88,985.08	879,964.27	78,215.73	92
8160					
30-8160-7300 CAPITAL OUTLAY / OTHER IM	200,000.00	0.00	214,746.50	-14,746.50	107
30-8160-7400 CAPITAL OUTLAY / EQUIPMENT	130,000.00	25,235.79	143,579.99	-13,579.99	110
8160	330,000.00	25,235.79	358,326.49	-28,326.49	109

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

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	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
TOTAL EXPENDITURE	2,103,230.00	292,516.41	1,928,916.76	174,313.24	92
BEFORE TRANSFERS	0.00	126,045.04	248,152.87		
AFTER TRANSFERS	0.00	126,045.04	248,152.87		

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

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FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
31 SEWER FUND					
REVENUE:					
3710 UTILITY					
31-3710-5110 SEWER CHARGES	715,000.00	57,052.85	695,264.05	19,735.95	97
3710 UTILITY	<u>715,000.00</u>	<u>57,052.85</u>	<u>695,264.05</u>	<u>19,735.95</u>	<u>97</u>
3800 MISCELLANEOUS					
31-3800-0402 CONNECTION FEE'S	20,000.00	2,500.00	10,000.00	10,000.00	50
31-3800-0601 MISC INCOME	0.00	85.00	85.00	-85.00	0
31-3800-0701 INTEREST INCOME	7,500.00	0.00	9,096.24	-1,596.24	121
31-3800-0910 FUND BALANCE APPROPRIATED	37,000.00	0.00	0.00	37,000.00	0
31-3800-0936 TRANSFER FROM ELECTRIC	110,962.00	110,962.00	110,962.00	0.00	100
3800 MISCELLANEOUS	<u>175,462.00</u>	<u>113,547.00</u>	<u>130,143.24</u>	<u>45,318.76</u>	<u>74</u>
TOTAL REVENUE	<u>890,462.00</u>	<u>170,599.85</u>	<u>825,407.29</u>	<u>65,054.71</u>	<u>93</u>
EXPENDITURE:					
8200 SEWER DEPARTMENT					
31-8200-0204 OVERTIME PAY	25,000.00	956.16	13,860.50	11,139.50	55
31-8200-0205 SALARIES AND WAGES	177,000.00	13,299.32	161,270.85	15,729.15	91
31-8200-0440 PROF. SERVICES - MONITORING	24,000.00	1,510.00	17,688.00	6,312.00	74
31-8200-0505 FICA	16,000.00	1,031.29	12,493.47	3,506.53	78
31-8200-0605 GROUP INSURANCE	51,000.00	2,837.33	42,146.08	8,853.92	83
31-8200-0618 DRUG TESTING / PHYSICALS	400.00	0.00	0.00	400.00	0
31-8200-0705 RETIREMENT	19,000.00	1,256.29	15,450.77	3,549.23	81
31-8200-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
31-8200-1105 TELEPHONE	9,500.00	912.03	11,040.75	-1,540.75	116
31-8200-1300 UTILITIES	50,000.00	104.93	49,895.26	104.74	100
31-8200-1400 TRAVEL, SCHOOL & TRAINING	2,000.00	0.00	652.90	1,347.10	33
31-8200-1500 MAINT. & REPAIR - BLDG	25,500.00	0.00	2,371.55	23,128.45	9
31-8200-1600 MAINT. & REPAIR - EQUIPMENT	84,500.00	2,363.56	68,569.34	15,930.66	81
31-8200-1700 MAINT. & REPAIR - AUTO	10,000.00	0.00	2,064.77	7,935.23	21
31-8200-1810 LANDFILL / SLUDGE	15,000.00	860.64	9,166.74	5,833.26	61
31-8200-1830 MAINT & REPAIR - SEWER LINES	17,000.00	0.00	22,275.00	-5,275.00	131
31-8200-1840 SEWER LINE TREATMENT	45,000.00	1,725.00	32,408.33	12,591.67	72
31-8200-3100 AUTO FUEL	4,000.00	124.79	910.16	3,089.84	23
31-8200-3210 FUEL OIL	3,000.00	246.76	1,242.65	1,757.35	41
31-8200-3220 PROPANE FUEL - BELT PRESS	1,000.00	0.00	0.00	1,000.00	0
31-8200-3300 DEPT. SUPPLIES	22,000.00	127.06	5,933.40	16,066.60	27
31-8200-3600 UNIFORMS	5,000.00	375.88	5,472.94	-472.94	109
31-8200-5200 DUES & SUBSCRIPTIONS	500.00	0.00	211.59	288.41	42
31-8200-5300 STATE FEE'S	4,500.00	0.00	4,042.50	457.50	90
31-8200-5400 PROPERTY / LIABILITY INSURANCE	26,000.00	0.00	21,824.75	4,175.25	84

HIGHLANDS TOWN
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	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
31-8200-5500 WORKERS COMP INSURANCE	11,000.00	0.00	5,816.32	5,183.68	53
31-8200-5700 MISCELLANOUS EXPENSE	2,500.00	0.00	1,655.00	845.00	66
31-8200-5750 Safety Related Expenses	3,300.00	207.89	2,671.49	628.51	81
31-8200-9511 TRANSFER CAP PROJECT	56,967.00	56,967.00	56,967.00	0.00	100
31-8200-9535 ADMINISTRATIVE OVERHEAD	12,000.00	12,000.00	12,000.00	0.00	100
31-8200-9560 MIS/GIS ALLOCATION	3,145.00	3,145.00	3,145.00	0.00	100
31-8200-9605 CONTRIB/SEWER RESERVE	20,000.00	20,000.00	20,000.00	0.00	100
31-8200-9615 INTERFUND TRANSFER - SEWER	-20,000.00	-10,000.00	-10,000.00	-10,000.00	50
8200 SEWER DEPARTMENT	<u>725,962.00</u>	<u>110,050.93</u>	<u>593,258.85</u>	<u>132,703.15</u>	<u>82</u>
8210 SEWER - CAPITAL OUTLAY					
31-8210-7300 CAPITAL OUTLAY / OTHER	127,500.00	0.00	11,255.96	116,244.04	9
31-8210-7400 CAPITAL OUTLAY / EQUIPMENT	37,000.00	0.00	0.00	37,000.00	0
8210 SEWER - CAPITAL OUTLAY	<u>164,500.00</u>	<u>0.00</u>	<u>11,255.96</u>	<u>153,244.04</u>	<u>7</u>
TOTAL EXPENDITURE	<u>890,462.00</u>	<u>110,050.93</u>	<u>604,514.81</u>	<u>285,947.19</u>	<u>68</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>60,548.92</u>	<u>220,892.48</u>		
AFTER TRANSFERS	<u>0.00</u>	<u>60,548.92</u>	<u>220,892.48</u>		

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
32 CAPITAL PROJECT FUND					
REVENUE:					
3800 MISCELLANEOUS					
32-3800-0930 TRANSFER FROM GENERAL FUND	15,698.00	15,698.00	15,698.00	0.00	100
32-3800-0932 TRANSFER FROM WATER FUND	20,685.00	20,685.00	20,685.00	0.00	100
32-3800-0934 TRANSFER FROM SEWER FUND	56,967.00	56,967.00	56,967.00	0.00	100
32-3800-0935 TRANSFER FROM ELECTRIC	1,279,000.00	1,279,000.00	1,279,000.00	0.00	100
3800 MISCELLANEOUS	<u>1,372,350.00</u>	<u>1,372,350.00</u>	<u>1,372,350.00</u>	<u>0.00</u>	<u>100</u>
TOTAL REVENUE	<u>1,372,350.00</u>	<u>1,372,350.00</u>	<u>1,372,350.00</u>	<u>0.00</u>	<u>100</u>
EXPENDITURE:					
8426 MIRROR LAKE SEWER PROJECT					
32-8426-7420 DEBT REPAYMENT - MIRROR LK	56,967.00	0.00	56,966.97	0.03	100
8426 MIRROR LAKE SEWER PROJECT	<u>56,967.00</u>	<u>0.00</u>	<u>56,966.97</u>	<u>0.03</u>	<u>100</u>
8429 KELSEY-HUTCHINSON PARK ST					
32-8429-7420 DEBT REPAYMENT - PINE ST	15,698.00	0.00	15,697.79	0.21	100
8429 KELSEY-HUTCHINSON PARK ST	<u>15,698.00</u>	<u>0.00</u>	<u>15,697.79</u>	<u>0.21</u>	<u>100</u>
8436 LAKE SEQUOYAH INTAKE					
32-8436-7420 DEBT REPMT-LAKE SEQUOYAH	20,685.00	0.00	20,684.50	0.50	100
8436 LAKE SEQUOYAH INTAKE	<u>20,685.00</u>	<u>0.00</u>	<u>20,684.50</u>	<u>0.50</u>	<u>100</u>
8446					
32-8446-7100 Contract ~ Buckhorn Wtr Tnk & Pmp	388,000.00	0.00	570,274.40	-182,274.40	147
32-8446-7510 Leg/Adm/Eng Fee ~ Buckhorn Wtr Tnk	15,000.00	0.00	21,131.01	-6,131.01	141
8446	<u>403,000.00</u>	<u>0.00</u>	<u>591,405.41</u>	<u>-188,405.41</u>	<u>147</u>
8447					
32-8447-7100 Contract - Sagee Waterline Project	876,000.00	82,410.00	569,561.00	306,439.00	65
8447	<u>876,000.00</u>	<u>82,410.00</u>	<u>569,561.00</u>	<u>306,439.00</u>	<u>65</u>
8448					
32-8448-7100 Contract ~ Asset Inv. & Assess Grnt	0.00	-120,600.00	0.00	0.00	0
8448	<u>0.00</u>	<u>-120,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
TOTAL EXPENDITURE	<u>1,372,350.00</u>	<u>-38,190.00</u>	<u>1,254,315.67</u>	<u>118,034.33</u>	<u>91</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>1,410,540.00</u>	<u>118,034.33</u>		
AFTER TRANSFERS	<u>0.00</u>	<u>1,410,540.00</u>	<u>118,034.33</u>		

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
34 SANITATION FUND					
REVENUE:					
3010 REFUSE COLLECTION FEES					
34-3010-0601 MISC INCOME	0.00	0.00	927.00	-927.00	0
34-3010-0935 TRANSFER FROM ELECTRIC	166,150.00	166,150.00	166,150.00	0.00	100
34-3010-3000 REFUSE COLLECTION FEES	685,000.00	59,438.35	706,471.73	-21,471.73	103
34-3010-3001 DUMPSTER REVENUE	35,000.00	3,442.29	41,749.25	-6,749.25	119
3010 REFUSE COLLECTION FEES	<u>886,150.00</u>	<u>229,030.64</u>	<u>915,297.98</u>	<u>-29,147.98</u>	<u>103</u>
TOTAL REVENUE	886,150.00	229,030.64	915,297.98	-29,147.98	103
EXPENDITURE:					
8400 SANITATION DEPARTMENT					
34-8400-0204 OVERTIME PAY	45,000.00	4,717.47	45,109.70	-109.70	100
34-8400-0205 SALARIES AND WAGES	253,000.00	17,764.80	236,613.02	16,386.98	94
34-8400-0505 FICA	23,000.00	1,695.77	21,164.48	1,835.52	92
34-8400-0605 GROUP INSURANCE	74,000.00	4,606.92	62,625.99	11,374.01	85
34-8400-0607 HEALTH REIMBURSEMENT	0.00	0.00	-2,350.14	2,350.14	0
34-8400-0618 DRUG TESTING / PHYSICALS	300.00	66.00	151.50	148.50	51
34-8400-0705 RETIREMENT	23,000.00	1,607.26	23,755.63	-755.63	103
34-8400-0805 UNEMPLOYMENT TAX	150.00	0.00	11.74	138.26	8
34-8400-1400 TRAVEL, SCHOOL & TRAINING	1,000.00	0.00	0.00	1,000.00	0
34-8400-1600 MAINT. & REPAIR - EQUIPMENT	5,000.00	158.30	789.91	4,210.09	16
34-8400-1700 MAINT. & REPAIR - AUTO	42,000.00	1,811.93	54,705.24	-12,705.24	130
34-8400-1810 LANDFILL TIPPING FEE	152,000.00	7,546.41	119,155.03	32,844.97	78
34-8400-3100 AUTO FUEL	25,000.00	1,538.70	24,058.12	941.88	96
34-8400-3300 DEPT. SUPPLIES	190,000.00	1,475.69	155,537.88	34,462.12	82
34-8400-3600 UNIFORMS	14,500.00	1,467.54	18,119.87	-3,619.87	125
34-8400-5400 PROPERTY / LIABILITY INSURANCE	12,000.00	216.59	9,390.44	2,609.56	78
34-8400-5500 WORKERS COMP INSURANCE	20,000.00	0.00	15,004.00	4,996.00	75
34-8400-5700 OTHER EXPENSE	3,000.00	0.00	1,532.91	1,467.09	51
34-8400-5750 Safety Related Expenses	3,200.00	207.89	2,671.49	528.51	83
8400 SANITATION DEPARTMENT	<u>886,150.00</u>	<u>44,881.27</u>	<u>788,046.81</u>	<u>98,103.19</u>	<u>89</u>
TOTAL EXPENDITURE	886,150.00	44,881.27	788,046.81	98,103.19	89
BEFORE TRANSFERS	<u>0.00</u>	<u>184,149.37</u>	<u>127,251.17</u>		
AFTER TRANSFERS	<u>0.00</u>	<u>184,149.37</u>	<u>127,251.17</u>		

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
35 ELECTRIC FUND					
REVENUE:					
3710 UTILITY					
35-3710-5120 ELECTRIC CHARGES	5,400,000.00	392,417.01	5,401,107.40	-1,107.40	100
35-3710-5130 ELECTRIC REPS CHARGE	70,000.00	6,429.52	77,053.77	-7,053.77	110
35-3710-5140 Coal Ash Recovery Fees	196,000.00	17,032.78	201,694.53	-5,694.53	103
3710 UTILITY	<u>5,666,000.00</u>	<u>415,879.31</u>	<u>5,679,855.70</u>	<u>-13,855.70</u>	<u>100</u>
3800 MISCELLANEOUS					
35-3800-0050 PENALTIES - UB - ELECTRIC FUND	15,000.00	0.00	17,338.74	-2,338.74	116
35-3800-0401 SALE OF MATERIALS	0.00	0.00	22,143.17	-22,143.17	0
35-3800-0403 TEMPORARY ELECTRIC FEE	0.00	200.00	2,100.00	-2,100.00	0
35-3800-0404 SALES TAX ON ELECTRIC	350,000.00	27,284.84	375,089.21	-25,089.21	107
35-3800-0405 POLE ATTACHMENT FEES	50,000.00	0.00	70,670.00	-20,670.00	141
35-3800-0601 MISC INCOME	0.00	0.00	14,699.94	-14,699.94	0
35-3800-0701 INTEREST INCOME	50,000.00	0.00	64,974.26	-14,974.26	130
35-3800-0910 FUND BALANCE APPROPRIATED	2,995,670.00	0.00	0.00	2,995,670.00	0
3800 MISCELLANEOUS	<u>3,460,670.00</u>	<u>27,484.84</u>	<u>567,015.32</u>	<u>2,893,654.68</u>	<u>16</u>
TOTAL REVENUE	<u>9,126,670.00</u>	<u>443,364.15</u>	<u>6,246,871.02</u>	<u>2,879,798.98</u>	<u>68</u>
EXPENDITURE:					
8300 ELECTRIC DEPARTMENT					
35-8300-0204 OVERTIME PAY	42,000.00	1,647.02	14,629.55	27,370.45	35
35-8300-0205 SALARIES AND WAGES	544,000.00	43,380.48	518,031.83	25,968.17	95
35-8300-0410 PROF. SERVICES - LEGAL	10,000.00	0.00	0.00	10,000.00	0
35-8300-0420 PROF. SERVICES - ENGINEERING	15,000.00	0.00	11,103.58	3,896.42	74
35-8300-0505 FICA	42,000.00	3,201.70	37,785.10	4,214.90	90
35-8300-0605 GROUP INSURANCE	124,000.00	9,087.02	126,175.73	-2,175.73	102
35-8300-0618 DRUG TESTING / PHYSICALS	300.00	0.00	31.00	269.00	10
35-8300-0705 RETIREMENT	49,000.00	4,029.94	47,673.30	1,326.70	97
35-8300-0805 UNEMPLOYMENT TAX	150.00	0.00	11.72	138.28	8
35-8300-1105 TELEPHONE	4,000.00	236.88	2,833.91	1,166.09	71
35-8300-1300 UTILITIES	3,500,000.00	270,398.10	2,727,487.58	772,512.42	78
35-8300-1340 CCR COSTS	313,000.00	0.00	160,524.36	152,475.64	51
35-8300-1350 ELEC REPS CHARGE EXPENSE	20,000.00	6,061.00	51,923.00	-31,923.00	260
35-8300-1360 POLE ATTACHMENT EXPENSES	1,000.00	0.00	-1,200.00	2,200.00	-120
35-8300-1400 TRAVEL, SCHOOL & TRAINING	500.00	0.00	0.00	500.00	0
35-8300-1500 MAINT. & REPAIR - BLDG	1,000.00	0.00	168.62	831.38	17
35-8300-1600 MAINT. & REPAIR - EQUIPMENT	12,000.00	729.00	11,824.90	175.10	99
35-8300-1700 MAINT. & REPAIR - AUTO	25,000.00	38.50	15,474.52	9,525.48	62
35-8300-1850 MAINT/REPAIR - SYSTEM EQUIP	65,000.00	2,006.70	33,935.10	31,064.90	52
35-8300-3100 AUTO FUEL	20,000.00	828.34	14,979.69	5,020.31	75

HIGHLANDS TOWN
REVENUE & EXPENDITURE STATEMENT BY FUND

FY 2019-2020

06/01/2020 TO 06/30/2020

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
35-8300-3220 PROPANE FUEL - WAREHOUSE	500.00	0.00	100.19	399.81	20
35-8300-3300 DEPT. SUPPLIES	105,000.00	14,203.09	89,730.85	15,269.15	85
35-8300-3600 UNIFORMS	43,000.00	1,477.76	36,253.08	6,746.92	84
35-8300-3700 ELECTRIC SALES TAX	375,000.00	-10,211.48	229,114.19	145,885.81	61
35-8300-3982 CONTRIB. - ELECTRIC RESERVE	225,000.00	450,000.00	450,000.00	-225,000.00	200
35-8300-5200 DUES & SUBSCRIPTIONS	2,500.00	0.00	0.00	2,500.00	0
35-8300-5400 PROPERTY / LIABILITY INSURANCE	18,500.00	0.00	16,471.07	2,028.93	89
35-8300-5500 WORKERS COMP INSURANCE	26,000.00	0.00	26,106.84	-106.84	100
35-8300-5700 MISCELLANOUS EXPENSE	15,000.00	54.46	7,560.29	7,439.71	50
35-8300-5701 CREDIT CARD FEES	0.00	2,986.01	9,717.58	-9,717.58	0
35-8300-5750 SAFETY RELATED EXPENSES	6,500.00	207.90	4,471.56	2,028.44	69
35-8300-7452 INTERFUND TRANSFER - CAPITAL	-225,000.00	-225,000.00	-225,000.00	0.00	100
35-8300-9501 TRANSFER TO WATER FUND	277,630.00	277,630.00	277,630.00	0.00	100
35-8300-9502 TRANSFER TO SEWER FUND	110,962.00	110,962.00	110,962.00	0.00	100
35-8300-9504 TRANSFER TO FIRE FUND	1,500,000.00	1,500,000.00	1,500,000.00	0.00	100
35-8300-9508 TRANSFER TO - SANITATION DEPT.	166,150.00	166,150.00	166,150.00	0.00	100
35-8300-9515 TRANSFER TO CAPITAL PROJECT	1,279,000.00	1,279,000.00	1,279,000.00	0.00	100
35-8300-9535 ADMINISTRATIVE OVERHEAD	35,000.00	35,000.00	35,000.00	0.00	100
35-8300-9560 MIS/GIS ALLOCATION	59,978.00	59,978.00	59,978.00	0.00	100
8300 ELECTRIC DEPARTMENT	<u>8,808,670.00</u>	<u>4,004,082.42</u>	<u>7,846,639.14</u>	<u>962,030.86</u>	<u>89</u>
8310 ELECTRIC - CAPITAL OUTLAY					
35-8310-7300 CAPTIAL OUTLAY / OTHER IMPR	238,000.00	0.00	237,200.00	800.00	100
35-8310-7400 CAPITAL OUTLAY / EQUIPMENT	80,000.00	0.00	73,477.58	6,522.42	92
8310 ELECTRIC - CAPITAL OUTLAY	<u>318,000.00</u>	<u>0.00</u>	<u>310,677.58</u>	<u>7,322.42</u>	<u>98</u>
TOTAL EXPENDITURE	<u>9,126,670.00</u>	<u>4,004,082.42</u>	<u>8,157,316.72</u>	<u>969,353.28</u>	<u>89</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>-3,560,718.27</u>	<u>-1,910,445.70</u>		
AFTER TRANSFERS	<u>0.00</u>	<u>-3,560,718.27</u>	<u>-1,910,445.70</u>		

Agenda Item

Date: July 13, 2020
To: Mayor Patrick Taylor and Town Board of Commissioners
Prepared By: Rebecca Shuler, Finance Director
Subject: Sewer Plant SCADA addition of pump station that overflowed at the Sewer Plant

Background:

Back in May the Board approved a budget amendment to add a pump station to the SCADA system that had overflowed. If on the SCADA this issue could have been avoided. Once budget amendment was approved, Covid struck and the project didn't get completed in the Fiscal Year 19.20 and needs to be completed in FY 20.21. Please see attached budget amendment for the pump station at the Sewer Plant to be added to the SCADA system.

Recommendation:

Town Staff recommends for the Board to approve the budget amendment presented.

TOWN OF HIGHLANDS BUDGET AMENDMENT
AMENDMENT # _____

July 13, 2020

FROM: Sewer Fund



DEPARTMENT: Sewer Dept.

EXPLANATION: To add Scada to the pump station that overflowed at the Sewer Plant.

Account	Description	Increase/Decrease	Debit	Credit
1. 31-3800-0910	Fund Balance	Increase		\$37,000.00
	Appropriated			
31-8210-7400	Capital Outlay/Other	Increase	\$37,000.00	
	Improvements			
		Subtotal	\$37,000.00	\$37,000.00
		Totals	\$37,000.00	\$37,000.00

Approved by Town Manager _____Action by Town Board _____Approved and Entered on Minutes Dated _____Finance Director _____

**Agenda Item**

Date: July 16, 2020

To: Mayor Pat Taylor and Town Board of Commissioners

Prepared by: Michael Mathis, Assistant Planning Director

Subject: Old Edwards Inn Arnold Road Conditional Zoning

Background:

On Monday, June 8, 2020, a Petition for Conditional Zoning District was submitted to the Town of Highlands Planning Department. Old Edwards Inn and Spa, LLC (OEI) submitted the application, and it concerns "The Farm" property located off Arnold Road (PIN#7530623323). OEI will be requesting annexation by the Town Board so they can access Town utilities. Currently, the property is 22.27 acres, located in Macon County, and contiguous with the Town of Highlands. Upon recommendation from the Land Use Committee and contingent on approval, OEI will add 4.34 acres, to the parcel, to comply with the Town's Watershed requirements. The Farm currently operates as a wedding venue/outdoor entertainment area. The use was established while the property was a part of Macon County. At one time, the subject property was included in the Town's Extraterritorial Jurisdiction (ETJ) and zoned B-5 commercial. In this application, OEI is applying for B-3 conditional zoning so that the use will conform with the Town's Unified Development Ordinance. The approval is site plan specific, therefore, OEI would be required to seek a Zoning Map Amendment to expand or alter this property. The Town of Highlands Planning Board reviewed and approved this application on June 22, 2020. The Town of Highlands Zoning Board will review this item on July 15, 2020.

Recommendation:

The recommendation is to set a Public Hearing for this Conditional Zoning Application.



**STATEMENT OF CONSISTENCY
WITH THE TOWN OF HIGHLANDS LAND USE PLAN FOR THE
AMENDMENT TO THE ZONING MAP OF THE TOWN OF HIGHLANDS
PER NCGS 160A-383**

**Zoning Map Amendment for PIN #'s: 7530623323; 7530612987;
7530423496**

BE IT HEREBY RESOLVED by the Board of Commissioners for the Town of Highlands, North Carolina, that in accordance with provisions of North Carolina General Statute 160A-383, the Board of Commissioners hereby finds and determines that the amendment to the Zoning Map of the Town of Highlands, is consistent with the goals, objectives and policies of the Town's adopted Land Use Plan. Specifically, the zoning map amendment will provide consistency with the current commercial use of the property. It will allow the existing wedding venue/outdoor entertainment area to be zoned as a conforming classification.

Application # 062020 CZ



Petition for Conditional Zoning District

Owner of Property Old Edwards Inn and Spa, LLC Phone (828) 787-2600

Mailing Address 137 S. 4th St., Highlands NC 28741

Email rdelany@oldedwardsinn.com

Petitioner (if other than owner) (authorization form required)

Same

Mailing Address _____ Phone _____

Email _____

Location of Property OEI "The Farm", Arnold Road, Highlands NC

7530612987 & a portion of 7530623323
PIN # & a portion of 7530423496 Size (acres) 26.61

Watershed District WS-III

Zoning Designation: Current County n/a Requested B-3 (Conditional) CZ

Section 4.5.2 Town of Highlands Unified Development Ordinance:

Petition Submission Requirements

Property may be rezoned to a conditional zoning district only in response to a petition executed and submitted by all the owners of all of the property to be included in the district.

- A. An application for Conditional Zoning District shall be made per the requirements of Sec. 4.2.3, Application Requirements, and shall at a minimum contain the information listed below:

1. A fully executed property owners' petition for conditional zoning. If the Petitioner is other than owner(s) an authorization form is required;
2. Ten (10) hard copies (24" x 36") and one (1) electronic copy is required. It must be prepared by a professional land surveyor or engineer, legibly drawn to a scale of not less than two hundred (200) feet to one (1) inch, indicate the exact boundary lines of the parcel of property to be rezoned, list the owners names, zoning classifications, and watershed districts of the adjoining properties, and show the location of any existing buildings on the subject property;
3. If a Conditional Zoning District is accompanied by a Site Specific Development Plan, it shall be drawn to an appropriate scale, and provide supporting information and text that specifies the actual use or uses intended for the property and any rules, regulations, and conditions that, in addition to all predetermined Ordinance requirements, will govern the development and use of the property. The following information must be provided on the Site Specific Development Plan, if applicable:
 - a. A boundary survey and vicinity map showing the property's total acreage;
 - b. The identity of neighboring properties;
 - c. Its parcel identification number (PIN), current zoning designation and requested zoning, Watershed classification(s), and the zoning setback lines;
 - d. Any adjacent streets, designated as public or private;
 - e. The location of stands of old growth trees, streams, marshes, wetlands, bogs, rivers, impoundments, large rock outcroppings or other significant geological features on the subject property;
 - f. All existing easements, reservations, and rights of way;
 - g. All existing or proposed structures, showing setbacks to rights-of-way and property lines;
 - h. Areas in which proposed structures will be located;
 - i. Proposed use of all land and structures, including the number of residential units, the number of commercial buildings and the total square footage of any nonresidential development;

- j. All yards, buffers, screening, and landscaping required by these regulations per Sec. 4.13, Landscape Plan Permits, or proposed by the petitioner(s);
 - k. All existing and proposed points of access to public streets;
 - l. The location of existing and proposed storm drainage patterns and facilities intended to serve the proposed development;
 - m. Parking areas showing the number and arrangement of parking spaces and driveway entrances and circulation;
 - n. Proposed phasing, if any; including a complete Phased Development Plan and Phasing Schedule, including the date upon which construction is expected to begin and the date within which it is expected to be completed. Any Phasing schedule extending beyond the maximum five (5) year vested rights per Sec. 4.21.1, Establishment of a Vested Right for Conditional Zoning District, will require a development agreement with the Town; and
 - o. The site plan shall be neatly drawn, with a north arrow, name and address of person who prepared the plan, date of the original drawing, and an accurate record of any later revisions.
4. The Planning and Development Director has the authority to waive any application requirement where the type of use or scale of the proposal makes providing that information unnecessary or impractical;
 5. In addition to the foregoing petition requirements, the petitioner(s) shall submit a written statement with the petition analyzing the reasonableness of the proposed rezoning to a conditional zoning district. This statement shall address the compatibility of the proposed rezoning with the Land Use Plan, the proposed site and the surrounding area;
 6. In the course of evaluating the proposed use, the Planning and Development Director, the Zoning Board of Adjustment, the Planning Board, or the Board of Commissioners may request additional information from the petitioner;
 7. The site plan and any supporting text shall constitute part of the petition for all purposes under this Section; and
 8. The Planning and Development Director may require the petitioner to submit more than one copy of the petition and site plan for circulation to government agencies for review and comment.

I certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief; and I hereby request that a duly advertised public hearing be held at the Highlands Community Building at 71 Poplar Street, Highlands, NC, by the Zoning Board of Adjustment, on the following date and time, for the purpose of presenting evidence and arguments in support of this application.

If required, the Planning Board will review this application prior to the Zoning Board of Adjustment meeting at the location above on the following date and time for the purpose of providing recommendations to the Zoning Board of Adjustment.

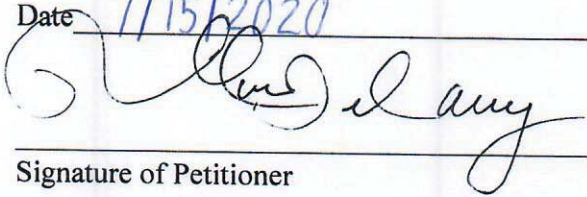
Planning Board Review (if required)

Date 6/22/2020 Time 5:30 pm

Zoning Board of Adjustment Hearing

Date 7/15/2020 Time 5:30 pm

Signature of Petitioner



Date

6/7/2020

PLEASE ATTACH PETITION FEE OF \$1,500.00.

CZ 1.16.15

RE: Annexation/ Conditional Zoning Question

Lovelady, Adam <adamlovelady@sog.unc.edu>

Mon 6/22/2020 3:38 PM

To: Michael Mathis <michael.mathis@highlandsnc.org>

Hi Michael,

You can run the zoning process at the same time as the annexation process, but you could not take action to rezone until the annexation is complete. It could be the same meeting, but annexation should come before zoning on the agenda. Also worth noting that if you don't take immediate action to rezone, the county zoning will continue for the shorter of 60 days or until the town takes action on zoning.

When the property is zoned it will be a lawful nonconforming use (presuming that the current use is legal under the current zoning.

Given that the subject property has been operating a commercial business, it would be reasonable to zone it commercially. It would be appropriate to include the past use in the statement of reasonableness and plan consistency.

Adam

From: Michael Mathis <michael.mathis@highlandsnc.org>

Sent: Tuesday, June 16, 2020 4:03 PM

To: Lovelady, Adam <adamlovelady@sog.unc.edu>

Subject: Annexation/ Conditional Zoning Question

Adam,

The Town of Highlands is in the process of annexing a piece of property into our jurisdiction. If you get a chance, I need to discuss a few things with you.

1. Does the Annexation and Conditional Zoning happen simultaneously?
2. If the petitioner is seeking a specific zoning district, do they have to meet the requirements of that zoning district (i.e., parking, watershed, setback, etc.)?
3. Can an annexed property be zoned commercial even though it is surrounded by lots that are zoned residential? (The subject property has operated as a commercial wedding venue for years.)

I know you are busy working on 160D and Covid-19; however, I want you to know that any insight you may have on this situation would be beneficial.

Thanks,

85

OEI Farm annexation update

Peter Shipps <pshipps@shipps.com>

Mon 7/13/2020 10:27 AM

To: Michael Mathis <michael.mathis@highlandsnc.org>

Cc: Richard Delany <rdelany@oldedwardsinn.com>

📎 2 attachments (499 KB)

Updated cover page from Conditional Zoning Application 2020.pdf; 6544A_OEI_RecomAnnex3.pdf

Michael,

Per our conversation this morning, attached is the updated cover sheet reflecting the revised acreage of 26.61 acres.

Also, based on the revised acreage and updated impervious area, the remaining impervious area to stay in compliance with the 12% cap is 8,114 square feet.

Let me know if you have any questions or need additional information.

Thanks.

Pete

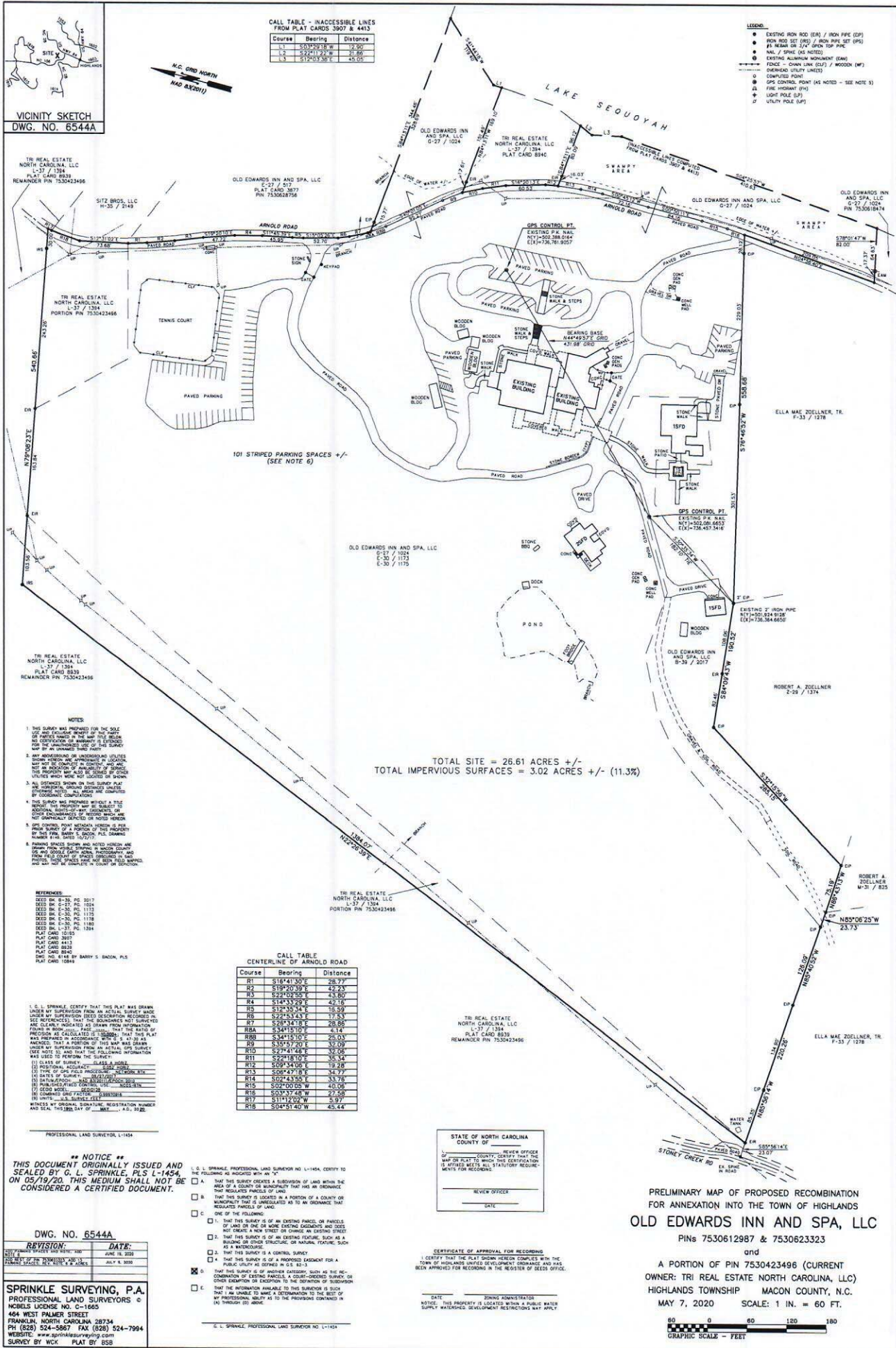
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Peter Shipps

Cell (941) 468-3069

pshipps@shipps.com

Isaiah 40:31

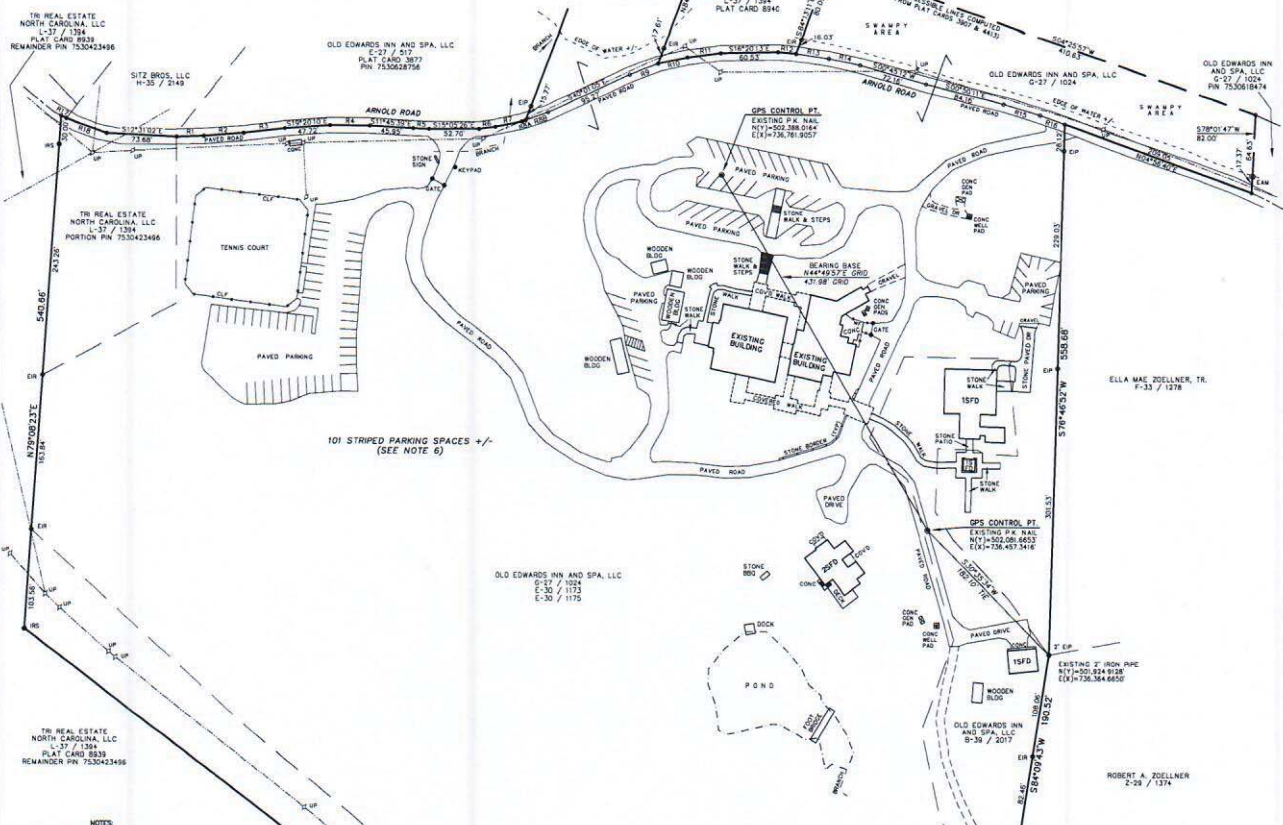


CALL TABLE - INACCESSIBLE LINES FROM PLAT CARDS 3907 & 4413

Course	Bearing	Distance
L1	S03°29'18" W	12.90'
L2	S22°11'42" W	21.86'
L3	S1°03'30" E	45.05'

- LEGEND:
- EXISTING IRON ROD (ER) / IRON PIPE (EP)
 - IRON ROD SET (RS) / IRON PIPE SET (PS)
 - 6" REBAR OR 3/4" OPEN TOP PIP
 - 6" SPIRE (AS NOTED)
 - EXISTING ALUMINUM MONUMENT (EM)
 - FENCE - CHAIN LINK (CL) / WOODEN (WF)
 - OVERHEAD UTILITY LINES
 - COMPUTED POINT
 - GPS CONTROL POINT (AS NOTED - SEE NOTE 3)
 - ▲ FIRE MONUMENT (FM)
 - LIGHT POLE (LP)
 - UTILITY POLE (UP)

VICINITY SKETCH
DWG. NO. 6544A



101 STRIPED PARKING SPACES +/- (SEE NOTE 6)

TOTAL SITE = 26.61 ACRES +/-
TOTAL IMPERVIOUS SURFACES = 3.02 ACRES +/- (11.3%)

- NOTES:
- THIS SURVEY WAS REQUIRED FOR THE SOLE USE AND EXCLUSIVE BENEFIT OF THE PARTY OR PARTIES NAMED IN THE ANY FUTURE REVISIONS TO THIS SURVEY MAP FOR THE UNRESTRICTED USE OF THIS SURVEY MAP BY THE SURVEYOR.
 - ANY AMBIGUITY OR UNRESOLVED UTILITIES SHOWN HEREON ARE APPROVED BY LOCATION, AND ANY POSITION OF AMBIGUITY OF SERVICE UTILITIES WHICH WERE NOT LOCATED OR SHOWN BY THIS SURVEY SHALL BE THE RESPONSIBILITY OF THE USER OF THIS SURVEY MAP.
 - ALL CONVEYANCES ON THIS SURVEY MAP ARE CONSIDERED TO BE THE PROPERTY OF THE PARTY OR PARTIES NAMED IN THE ANY FUTURE REVISIONS TO THIS SURVEY MAP.
 - THIS SURVEY WAS PREPARED WITHOUT A TITLE SEARCH AND WITHOUT ANY INVESTIGATION OF RECORDS OF ANY KIND, AND WITHOUT ANY INVESTIGATION OF RECORDS OF ANY KIND, AND WITHOUT ANY INVESTIGATION OF RECORDS OF ANY KIND.
 - GPS CONTROL POINT NETWORK SHOWN IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A CONTROL POINT NETWORK. THIS SURVEY WAS PREPARED WITHOUT A TITLE SEARCH AND WITHOUT ANY INVESTIGATION OF RECORDS OF ANY KIND, AND WITHOUT ANY INVESTIGATION OF RECORDS OF ANY KIND.
 - PARKING SPACES SHOWN AND NOTED CONFORM TO THE 2009 INTERNATIONAL PARKING SPACE STANDARD AND ARE BASED ON THE ASSUMPTION THAT THE SPACES WILL BE USED FOR THE PURPOSES INTENDED AND THAT THE SPACES WILL BE USED FOR THE PURPOSES INTENDED AND THAT THE SPACES WILL BE USED FOR THE PURPOSES INTENDED.

- REFERENCES:
- DEED BK 8-30, PG 2017
 - DEED BK 8-31, PG 1024
 - DEED BK 8-30, PG 1113
 - DEED BK 8-30, PG 1170
 - DEED BK 8-30, PG 1180
 - DEED BK 1-13, PG 1384
 - PLAT CARD 10185
 - PLAT CARD 2887
 - PLAT CARD 4413
 - PLAT CARD 8428
 - PLAT CARD 8939
 - DWS NO. 6148 BY BARRY S. BACON, PLS
 - PLAT CARD 10589

I, C. L. SPRINKLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION FROM INFORMATION AS RECEIVED FROM THE PARTY OR PARTIES NAMED IN THE ANY FUTURE REVISIONS TO THIS SURVEY MAP. I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA AND I AM A MEMBER OF THE SURVEYING BOARD OF THE STATE OF NORTH CAROLINA. I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA AND I AM A MEMBER OF THE SURVEYING BOARD OF THE STATE OF NORTH CAROLINA.

CALL TABLE
CENTERLINE OF ARNOLD ROAD

Course	Bearing	Distance
R1	S18°41'30" E	28.77'
R2	S19°20'39" E	42.23'
R3	S29°29'26" E	43.80'
R4	S14°33'29" E	49.10'
R5	S12°35'34" E	16.59'
R6	S22°14'14" E	11.53'
R7	S28°34'18" E	28.86'
R8A	S34°15'10" E	41.14'
R8B	S34°15'10" E	25.03'
R9	S35°57'20" E	32.09'
R10	S29°14'18" E	37.08'
R11	S22°18'10" E	35.34'
R12	S09°34'00" E	19.28'
R13	S08°29'18" E	34.77'
R14	S09°43'55" E	33.78'
R15	S02°00'00" W	40.00'
R16	S03°17'42" W	22.50'
R17	S11°12'02" W	5.97'
R18	S04°31'40" W	45.44'

**** NOTICE ****
THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY C. L. SPRINKLE, PLS L-1454 ON 05/19/20. THIS MEDIUM SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT.

DWG. NO. 6544A
REVISION: DATE: JULY 8, 2020
SPRINKLE SURVEYING, P.A.
PROFESSIONAL LAND SURVEYORS
404 WEST PALMER STREET
FRANKLIN, NORTH CAROLINA 28734
PH (252) 524-5867 FAX (252) 524-7994
WEBSITE: www.sprinklesurveying.com
SURVEY BY WCK PLAT BY BSS

STATE OF NORTH CAROLINA
COUNTY OF _____

REVIEW OFFICER: _____
DATE: _____

- I, C. L. SPRINKLE, PROFESSIONAL LAND SURVEYOR NO. L-1454, CERTIFY TO THE FOLLOWING AS INDICATED WITH MY "X":
- A. THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 - B. THAT THIS SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS REGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 - C. ONE OF THE FOLLOWING:
 - 1. THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
 - 2. THAT THIS SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.
 - 3. THAT THIS SURVEY IS A CONTROL SURVEY.
 - 4. THAT THIS SURVEY IS OF AN INTEREST EXISTENT FOR THE PUBLIC UTILITY AS DEFINED IN G.S. 82-3.
 - D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER CATEGORY OR CATEGORY TO THE DEFINITION OF SUBDIVISION THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT I AM ABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL JUDGMENT AS TO THE PROVISION CONTAINED IN 14A THROUGH 16I ABOVE.

PRELIMINARY MAP OF PROPOSED RECOMBINATION FOR ANNEXATION INTO THE TOWN OF HIGHLANDS OLD EDWARDS INN AND SPA, LLC
PINs 7530612987 & 7530623323
and
A PORTION OF PIN 7530423496 (CURRENT OWNER: TRI REAL ESTATE NORTH CAROLINA, LLC)
HIGHLANDS TOWNSHIP MACON COUNTY, N.C.
MAY 7, 2020 SCALE: 1 IN. = 60 FT.



PROPOSED ANNEXATION

of Old Edwards Property on Arnold Road as a Conditional B-3 Zone

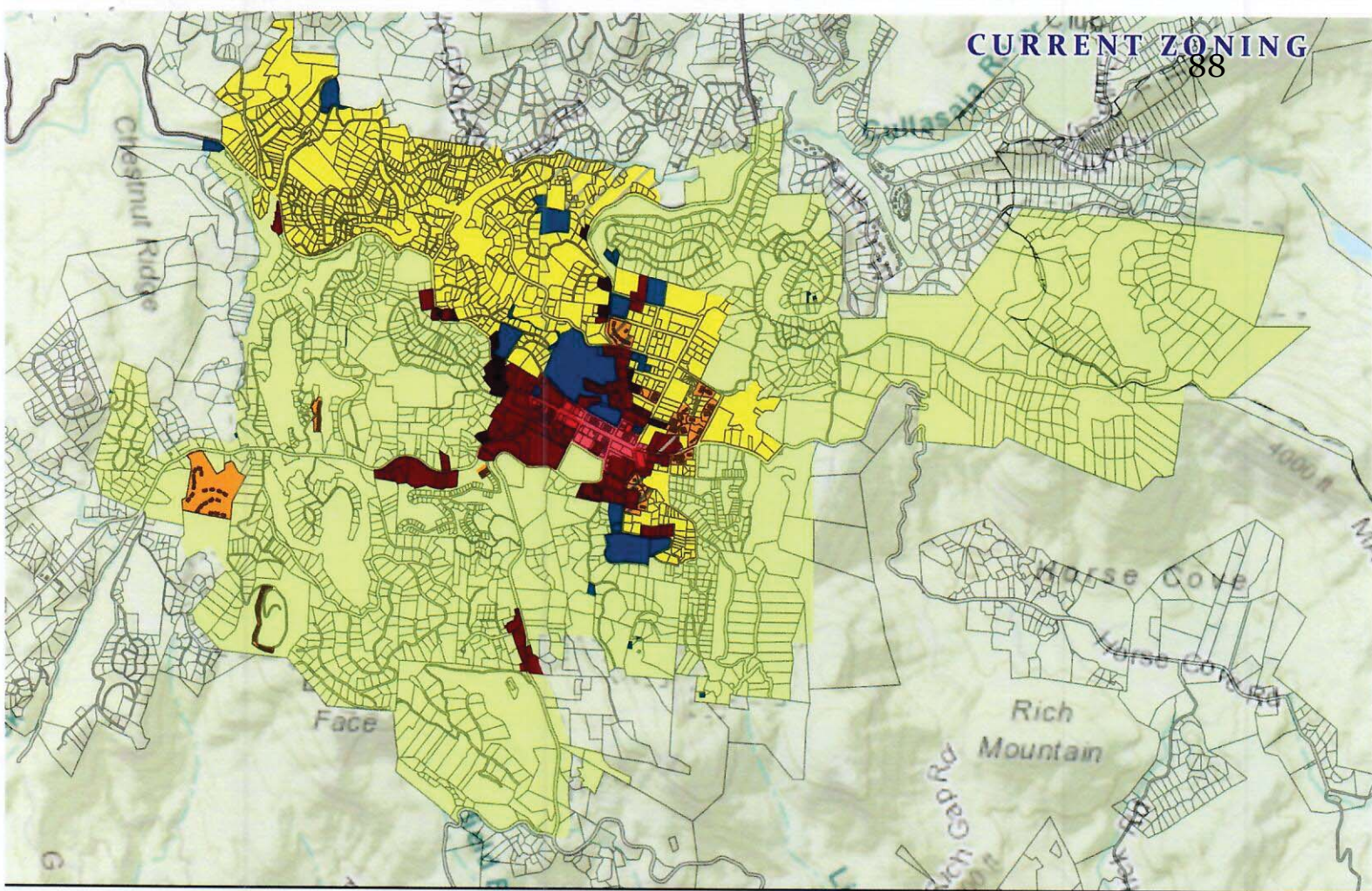
Prepared July 7, 2020
by Highlands GIS Dept



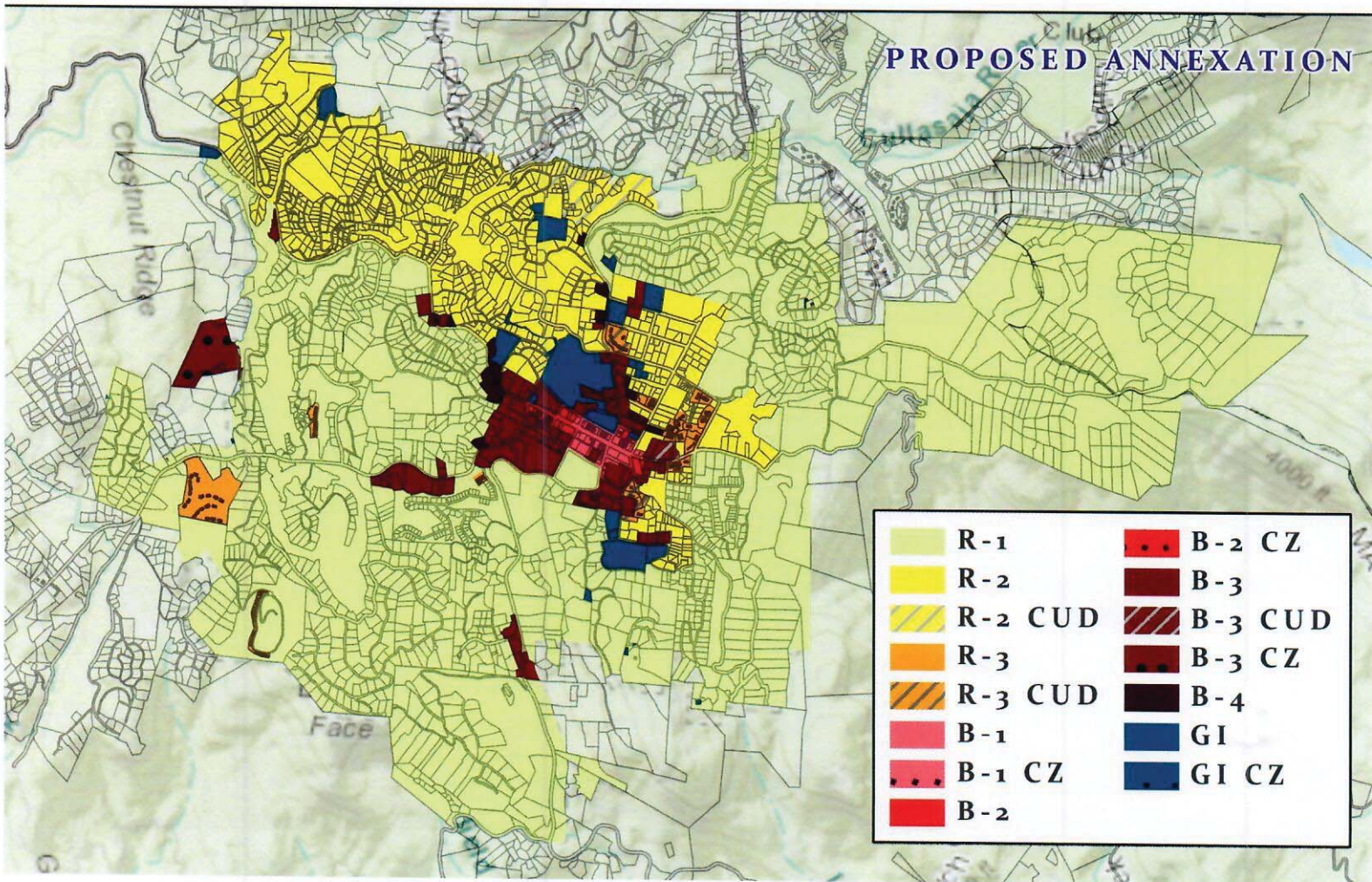
-  Existing City Limits
-  Property to Annex
-  Current Parcels


















CURRENT ZONING
88

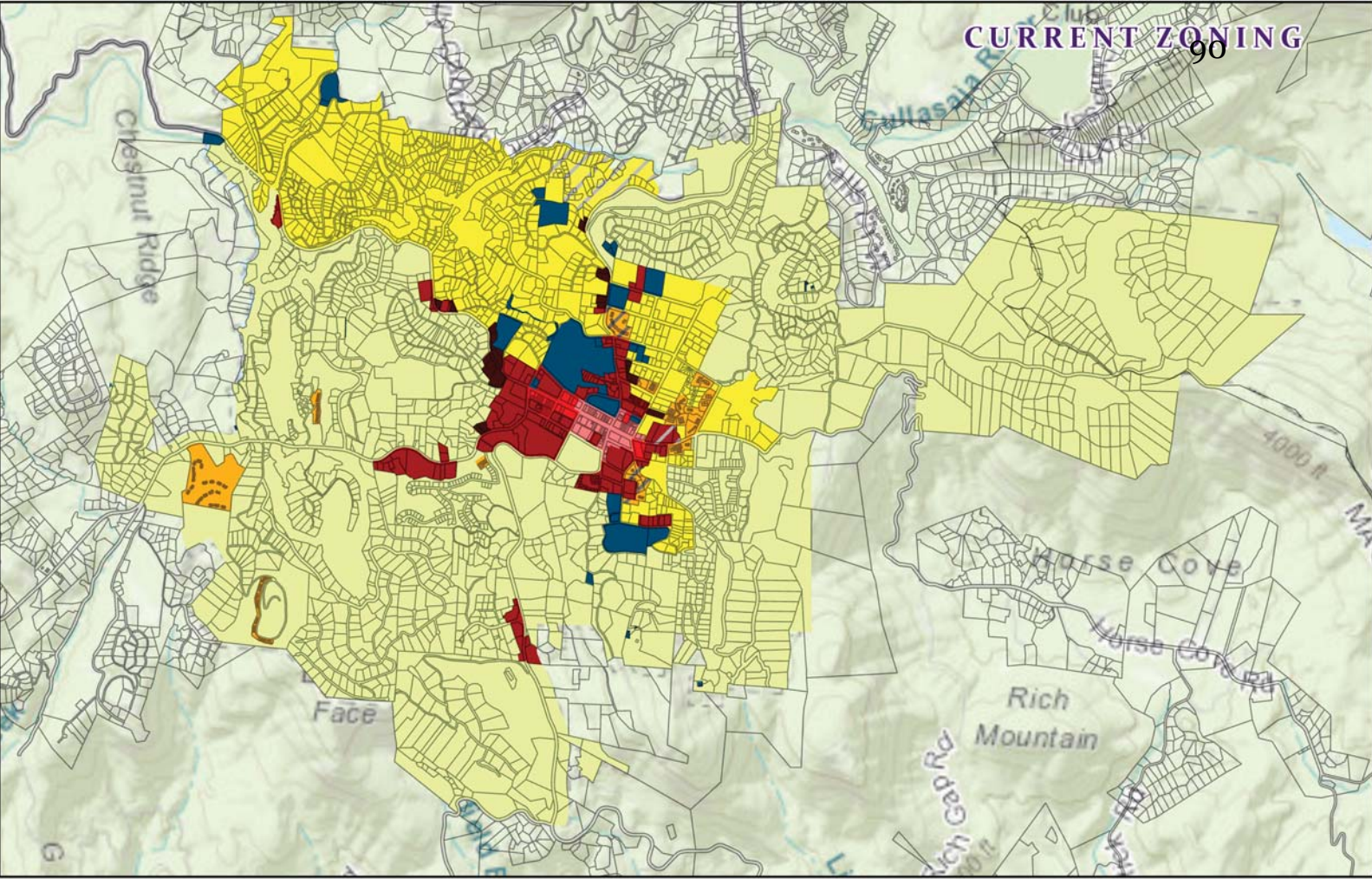


PROPOSED ANNEXATION

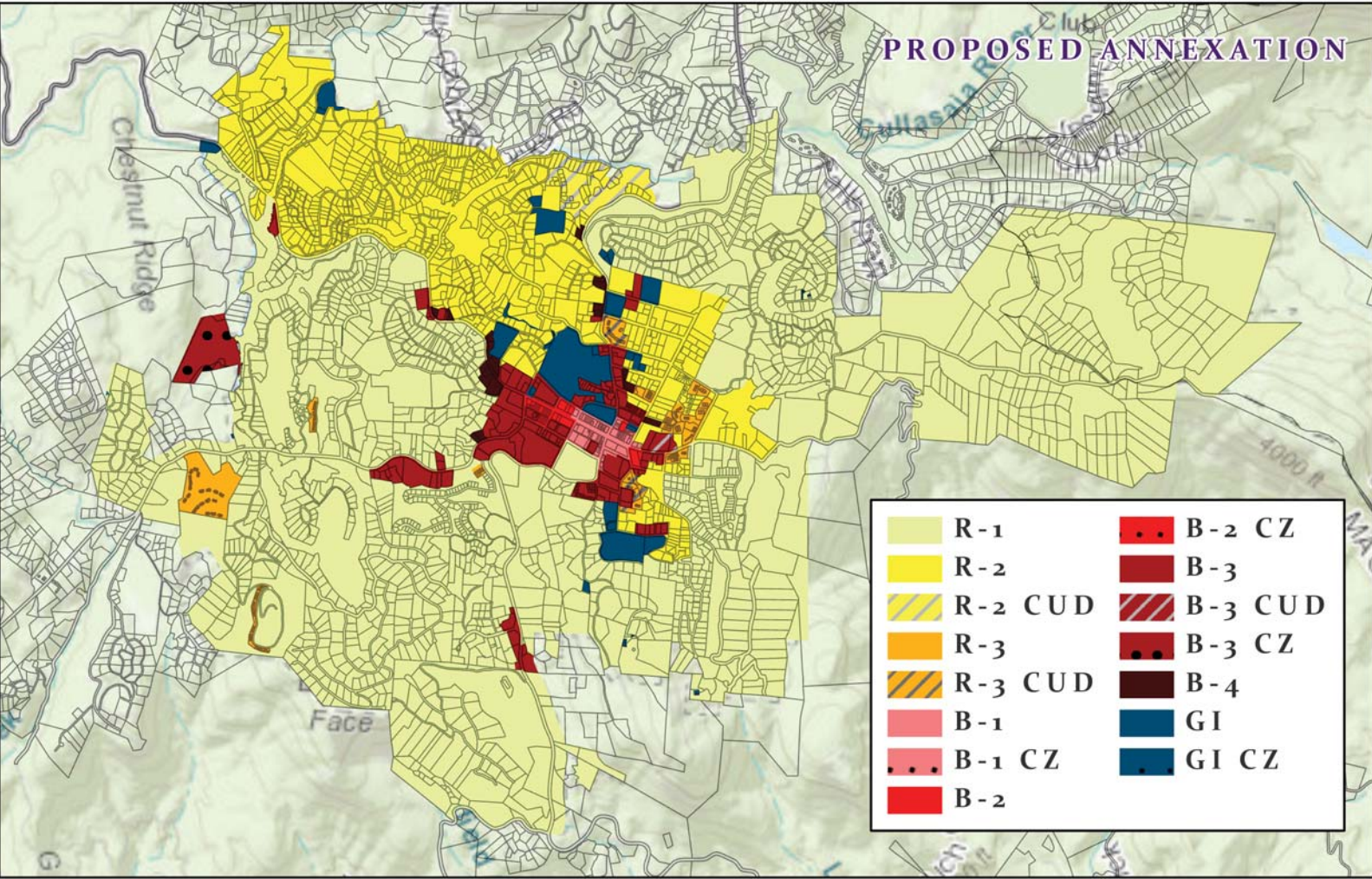


	R-1		B-2 CZ
	R-2		B-3
	R-2 CUD		B-3 CUD
	R-3		B-3 CZ
	R-3 CUD		B-4
	B-1		GI
	B-1 CZ		GI CZ
	B-2		

CURRENT ZONING



PROPOSED ANNEXATION





Petition for Voluntary Annexation

Date: June 10, 2020


To the Town of Highlands Board of Commissioners:

1. We the undersigned owner(s) of the real property respectfully request that the area described in paragraph 2 below, situated in Macon County, North Carolina, be annexed to the Town of Highlands.

2. The area to be annexed is contiguous to the Town of Highlands and the boundaries of such territory are as follows:

This is the property owned by the Old Edwards Inn & Spa, LLC, known as "the Farm" located on Arnold Road, Highlands, NC, as shown on the attached drawing prepared by Sprinkle Surveying, Inc. containing 26.61 acres.

Richard M. Delany, President and Managing Director
 Old Edwards Inn & Spa, LLC

Richard M. Delany Owner (Print)
 Owner (Signature)

 Owner (Print)

 Owner (Signature)



Certificate of Sufficiency

To the Board of Commissioners of the Town of Highlands, Highlands, North Carolina:

I, Gilberta B. Shaheen, Clerk of the Town of Highlands, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to Highlands primary corporate limits, as defined by NCGS §160A-31.
- c. The petition is signed by and includes the address of the owner of real property lying in the area described therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Highlands, this 16th day of July, 2020.

Gilberta B. Shaheen, Town Clerk

**Agenda Item**

Date: July 13, 2020

To: Mayor Pat Taylor and Town Board of Commissioners

Prepared By: Lamar Nix, Public Works Director

Subject: Preliminary Engineering Report Proposal
for Priority Water System Capital Projects

Background:

With the potential of an infrastructure stimulus plan in the near future, we must be prepared by having shovel-ready projects. The first step in the process is to have preliminary engineering reports completed for each project. The new water master plan has given us a list of capital project priorities within the water system. We have taken that plan and shared it Withers-Ravenel, an engineering and design firm in Asheville. Several projects were identified as top priorities, which include, Dog Mountain Tank & Waterline Replacement, Water Treatment Plant Pre Clarifier Tank Replacement and the upgrading to Variable Speed Drive Pumps at the Water Treatment Plant. The recommendation is to approve the budget amendment to proceed with the preliminary engineering reports.



July 10, 2020

Town of Highlands
PO Box 460
Highlands, NC 28741

Attn: Josh Ward

RE: Planning for Shovel-Ready Projects and Funding Opportunities
On-Call Engineering Services Agreement
Task Order 1 – Preliminary Engineering Summaries for 5 CIP Projects

Dear Mr. Ward:

WithersRavenel appreciates the opportunity to provide professional services to the Town of Highlands. We understand you are trying to be in position to pursue stimulus funding for shovel-ready infrastructure projects when they come available. To that end, you wish to create documentation of preliminary engineering for the following projects:

- Moorewood Rd Water Line Replacement
- Dog Mountain Water Line Replacement Phases 1 and 2
- WTP VFD High Service Pump Rehabilitation
- WTP Pre-Clarifier Tank Replacement

Attached, please find a Professional Services Agreement for General On-Call Engineering Services along with an initial Task Order to perform the preliminary engineering documentation. We can begin work as soon as you authorize us to do so.

Under the On-Call Agreement we can provide services as needed through the addition of Task Orders. This can allow you to move efficiently into funding applications and engineering services as needed.

We appreciate the opportunity to serve you and look forward to assisting you on these important infrastructure projects. Please call me should you have questions or need further assistance.

Sincerely,

WithersRavenel

Kevin Eason, P.E.
Director – Utilities

Attachments:
Professional Services Agreement for General On-Call Engineering Services
Task Order 1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ / _____ / 2020 (“Effective Date”) between
Town of Highlands, North Carolina (“Owner”) and
WithersRavenel, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
General On-Call Engineering Services (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

- (1) Assistance with grant/loan applications and
- (2) Preliminary engineering, alternatives analysis, engineering, environmental and surveying services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer’s services;
 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
 - D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement. [Not Applicable: Exhibit F is not included.]

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill

ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly

indicated otherwise in Exhibit J or elsewhere in this Agreement. [Exhibit J is not included. The construction contract documents will be confirmed by the Owner in writing].

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to

Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. [Construction phase services are not included in the scope of services described in Exhibit A. Those services, if provided, will be included in Task Orders issued by the Owner as part of this contract.]

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if

commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the State of North Carolina.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law. [Exhibit H is not included.]
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are

or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability." [Exhibit I is not included in this Agreement.]
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability." [Exhibit I is not included in this Agreement.]
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,

incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all Exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D. [Exhibit D is not included. Not applicable to this agreement.]
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes

for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not Used)~~
- ~~E. Exhibit E, Notice of Acceptability of Work. (Not Used)~~
- ~~F. Exhibit F, Construction Cost Limit. (Not Used)~~

- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~ (Not Used)
- I. ~~Exhibit I, Limitations of Liability.~~ (Not Used)
- J. ~~Exhibit J, Special Provisions.~~ (Not Used)
- K. ~~Exhibit K, Amendment to Owner Engineer Agreement.~~ (Not Used)

8.02 *Total Agreement*

- A. This Agreement, (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement. [Exhibit K is not included in this Agreement].

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Highlands

Engineer: WithersRavenel, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Kevin Eason
Print name: Kevin Eason, P.E.
Title: Director - Utilities
Date Signed: July 10, 2020

Engineer License or Firm's Certificate No. (if required):
C-0832

State of: North Carolina

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:
115 MacKenan Drive

Cary, NC 27511

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):
Kevin Eason, P.E.

Title: _____

Title: Director-Utilities

Phone Number: _____

Phone Number: 919-469-3340

E-Mail Address: _____

E-Mail Address: keason@withersravenel.com

This instrument has been preaudited in the manner required by the Local Government Budget & Fiscal Control Act.

Finance Officer
Town of Highlands, NC

This is **EXHIBIT A**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

SCOPE OF WORK

Town of Highlands

AND

WithersRavenel, Inc.

On-Call Engineering Services

Engineering Services for individual projects shall be negotiated on an on-call basis and incorporated into this Agreement by Task Order.

This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Basis of Compensation

To be negotiated for engineering services requested on an on-call basis and incorporated into this Agreement by Amendment (Task Order). The Basis of Compensation will be developed using the hourly billing rates as provided in in the Task Order.

Hourly billing rates, as listed in Tasks Orders under Exhibit I - "Fee and Expense Schedule," shall be modified on a calendar basis. Rates in effect at the time the expense is incurred will apply.

Subcontractors employed by WithersRavenel, Inc. will be billed at cost times a multiplier of 1.15 (15% markup), all other reimbursable project expenses will be billed at cost and vehicle mileage will be billed at the rate allowed by the Federal Internal Revenue Service, based on the year in which the expense is incurred.

This is **EXHIBIT G**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

Coverage	Description	Policy Limits	
Professional/Pollution Liability	PL: Third-party liability arising from the rendering or failure to render covered professional services. CPL: Pollution liability arising from contracting activities.	\$2,000,000	Each Claim
		\$2,000,000	Aggregate
Workers Compensation	Liability arising from employee injury during the scope of employment.	Statutory Benefit	Workers Compensation
		\$1,000,000	Part Two - Employer's Liability - Bodily Injury By Accident - Each Accident
		\$1,000,000	Part Two - Employer's Liability - Bodily Injury By Disease - Each Employee
		\$1,000,000	Part Two - Employer's Liability - Bodily Injury By Disease - Policy Limit
Business Auto	Coverage applies to third-party liability and physical damage arising from operating autos.	\$1,000,000	Liability
Umbrella Liability	Coverage applies to claims in excess of the limits of underlying primary policies.	\$5,000,000	Each Occurrence
		\$5,000,000	Aggregate
General Liability	General Liability: Coverage applies to third party bodily injury or property damage losses arising from non-professional activities.	\$1,000,000	Each Occurrence Limit
		\$2,000,000	Products/Completed Ops Aggregate
		\$1,000,000	Personal and Advertising Injury Limit
		\$2,000,000	General Aggregate Limit

Exhibit G – Insurance.

Town of Highlands Preliminary Engineering Documentation for Shovel-Ready Projects On-Call Task Order #1

A. Preliminary Matters

This Task Order is hereby included as an addition to and incorporated as part of the On-Call Services agreement dated _____ between The Town of Highlands (CLIENT) and WithersRavenel, Inc. (CONSULTANT) for professional engineering services to be rendered in connection with the Preliminary Engineering Documentation for Shovel-Ready Projects (PROJECT).

B. Project Description

CLIENT has identified several projects from the capital improvement plan that may be relatively easy to be made shovel-ready. CLIENT desires to be in position to pursue stimulus funding for shovel-ready infrastructure projects when they come available. To that end, CLIENT wishes to create documentation of preliminary engineering for the following projects:

- Moorewood Rd Water Line Replacement
- Dog Mountain Water Line Replacement Phases 1 and 2
- WTP VFD High Service Pump Rehabilitation
- WTP Pre-Clarifier Tank Replacement

C. Scope of Services

Task 1 - Meet with Client, Gather Project Information

- ▶ CONSULTANT will meet with CLIENT to gather project information to develop a detailed understanding of each of the CIP projects listed above.
- ▶ Consultant will review available mapping and review the areas in the field.

Task 2 - Develop Preliminary Engineering Summaries

- ▶ CONSULTANT will use the information gathered under Task 1 to develop written summaries of each of the projects listed above, essentially mini Preliminary Engineering Reports. The summaries will include project descriptions and justifications along with alternatives considered, should reasonable alternatives exist.
- ▶ CONSULTANT will review mapping and/or exhibit drawings and photo of the projects and update as necessary.
- ▶ CONSULTANT will review budget estimates prepared by others and update them should the need exist.
- ▶ CONSULTANT will present the work CLIENT in a setting of CLIENT's choosing. We recommend video conferencing.

D. Additional Services

Services that are not included in Section C or are specifically excluded from this Task Order shall be considered Additional Services. CONSULTANT will furnish or obtain from Subconsultants Additional Services through subsequent Task Orders.

E. Compensation for Services

A. Lump Sum Fee

CONSULTANT proposes to provide the Scope of Services previously outlined on an hourly basis with an estimated budget as described in the following table. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task Number	Description	Lump Sum Fee
1	Meet with Client, Gather Pertinent Data	\$1,500
2	Develop Preliminary Engineering Summaries	\$18,500
	Total Lump Sum Fee	\$20,000

1. The fee estimate includes expenses such as mileage, printing, per diem, and similar expenses.
2. CLIENT shall pay CONSULTANT for Basic Services by an amount equal to the cumulative hours charged to the PROJECT by each class of CONSULTANT's personnel times Standard Hourly Rates (at the then current Fee & Expense Schedule) for each applicable billing class for all services performed on the PROJECT.
3. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.
4. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
5. CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the Task Order.
6. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that the total compensation amount thus estimated will be exceeded, CONSULTANT shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of CONSULTANT's services for CLIENT's convenience. Upon notice, CLIENT and CONSULTANT promptly shall review the matter of services remaining to be performed

and compensation for such services. CLIENT shall either exercise its right to suspend or terminate CONSULTANT's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend CONSULTANT's services during the negotiations and CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, then CONSULTANT shall be paid for all services rendered hereunder.

7. CONSULTANT will bill the CLIENT for subcontracted expenses based on the unit prices charged for each class of work that has been accepted plus 15%.

F. Timeline for Services

The professional services described herein shall be completed and submitted within a timeframe mutually agreed upon between the CLIENT and CONSULTANT.

G. Acceptance

Receipt of an executed copy of this Task Order will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511



Authorized Signature

Accepted by CLIENT:

Town of Highlands
P.O. Box 460
Highlands, NC 28741

Authorized Signature

Kevin Eason, P.E.

Printed Name

Printed Name

Director - Utilities

Title

Title

keason@withersravenel.com

Email Address

Email Address

919.469.3340

Phone

Phone

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer:

Printed Name:

Date:

Attachments:
Exhibit I – Fee & Expense Schedule



EXHIBIT I

Fee & Expense Schedule

Description	Rate
Engineering/Landscape Architecture Project Mgmt	
Principal	\$ 205
Client Experience Manager	\$ 190
Senior Project Manager	\$ 175
Project Manager	\$ 160
Assistant Project Manager	\$ 145
Engineering	
Senior Technical Consultant	\$ 190
Senior Project Engineer	\$ 175
Project Engineer III	\$ 160
Project Engineer II	\$ 145
Project Engineer I	\$ 135
Staff Professional III	\$ 125
Staff Professional II	\$ 115
Staff Professional I	\$ 95
Senior Project Coordinator	\$ 110
Project Coordinator	\$ 95
Senior Designer	\$ 140
Designer II	\$ 120
Designer I	\$ 110
Senior CAD Technician	\$ 115
CAD Technician II	\$ 100
CAD Technician I	\$ 90
Landscape Architecture/Planning	
Zoning Specialist	\$ 225
Senior Landscape Architect	\$ 165
Landscape Architect III	\$ 150
Landscape Architect II	\$ 135
Landscape Architect I	\$ 125
Landscape Designer II	\$ 115
Landscape Designer I	\$ 105
Senior Planner	\$ 155
Planner III	\$ 135
Planner II	\$ 115
Planner I	\$ 105
Planning Technician	\$ 95
Construction Administration	
Senior Construction Manager	\$ 155
Construction Manager II	\$ 135
Construction Manager I	\$ 125
Senior Resident Project Representative	\$ 115
Resident Project Representative II	\$ 105
Resident Project Representative I	\$ 95

Description	Rate
Geomatics	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Geomatics Senior Manager	\$ 175
Geomatics Project Manager II (SR PM)	\$ 145
Geomatics Project Manager I	\$ 135
Geomatics Project Professional II	\$ 140
Geomatics Project Professional I	\$ 125
Geomatics CAD III	\$ 110
Geomatics CAD II	\$ 95
Geomatics CAD I	\$ 75
Geomatics GIS Specialist	\$ 120
Geomatics GIS Tech III	\$ 105
Geomatics GIS Tech II	\$ 90
Geomatics GIS Tech I	\$ 75
Geomatics Remote Sensing Crew (2-Man)	\$ 255
Geomatics Remote Sensing Crew (1-Man)	\$ 180
Geomatics SUE Crew (2-Man)	\$ 225
Geomatics SUE Crew (1-Man)	\$ 160
Geomatics Survey Crew III (3-Man)	\$ 200
Geomatics Survey Crew II (2-Man)	\$ 160
Geomatics Survey Crew I (1-Man)	\$ 130
Geomatics Survey Tech IV	\$ 105
Geomatics Survey Tech III	\$ 95
Geomatics Survey Tech II	\$ 70
Geomatics Survey Tech I	\$ 45
Funding and Asset Management	
F&AM Principal Consultant	\$ 165
F&AM Senior Project Manager	\$ 135
F&AM Project Manager	\$ 115
F&AM Project Consultant II	\$ 100
F&AM Project Consultant I	\$ 90
F&AM Staff Professional	\$ 70

Description	Rate
Environmental / Geology	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Environmental Project Professional V	\$ 170
Environmental Project Professional IV	\$ 155
Environmental Project Professional III	\$ 140
Environmental Project Professional II	\$ 130
Environmental Project Professional I	\$ 120
Environmental Staff Professional III	\$ 115
Environmental Staff Professional II	\$ 105
Environmental Staff Professional I	\$ 95
Environmental Technician II	\$ 90
Environmental Technician I	\$ 75
Senior Biologist/Wetlands Scientist	\$ 145
Biologist/Wetlands Scientist III	\$ 125
Biologist/Wetlands Scientist II	\$ 115
Biologist/Wetlands Scientist I	\$ 105
Senior Hydrogeologist	\$ 165
Project Geologist II (Sr. Proj. Geologist)	\$ 140
Project Geologist I	\$ 120
Staff Geologist II	\$ 110
Staff Geologist I	\$ 100
Administrative	
Office Administrator III	\$ 100
Office Administrator II	\$ 95
Office Administrator I	\$ 90
Administrative Assistant III	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 65
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2020 - Schedule is subject to change

TOWN OF HIGHLANDS BUDGET AMENDMENT
 AMENDMENT # _____

July 13, 2020

FROM: Water Fund



DEPARTMENT: Water Dept.

EXPLANATION: To have certain Water Projects shovel ready in case grants are awarded for Infrastructure

Account	Description	Increase/Decrease	Debit	Credit
1. 30-3800-0910	Fund Balance Appropriated	Increase		\$20,000.00
30-8110-7300	Capital Outlay/Other Improvements	Increase	\$20,000.00	
		Subtotal	\$20,000.00	\$20,000.00
		Totals	\$20,000.00	\$20,000.00

Approved by Town Manager _____

Action by Town Board _____

Approved and Entered on Minutes Dated _____

Finance Director _____