

**TOWN OF TRYON
BOARD OF COMMISSIONERS
FEBRUARY 18, 2020
TRYON TOWN HALL MCCOWN ROOM
6:00 P.M. WORK SESSION**

1. Call to Order-Mayor Peoples
2. Discussion
3. Adjourn

**TOWN OF TRYON
BOARD OF COMMISSIONERS
PROPOSED AGENDA
FEBRUARY 18, 2020
TRYON TOWN HALL MCCOWN ROOM
7:00 P.M.**

All items are for discussion and possible action

1. Call to Order-Mayor Peoples
2. Invocation
3. Pledge of Allegiance
4. Agenda Adoption-Mayor Peoples
5. Consent Agenda Adoption-Mayor Peoples
 - a. Board of Commissioner's Minutes - Bell
 - b. Tax Releases
 - c. Tax Advertisements
6. Interconnect-Ollis
7. CIP discussion – Call for Public Hearing-Ollis
8. Saluda Trust (40 acres)
9. Minimum Housing Update-Ollis
10. TDDA Update-Ollis
11. Town Manager's Report/Town Project Prioritization, and Citizen Input-Ollis
12. Council/Mayor Report
13. Citizen Comments & Responses
14. Adjourn

Agenda Item Summary Sheet



Meeting Date: 2/18/2020	Agenda Item Number: 5a
Submitted By: Zach Ollis, Town Manager	
Attachments: Board of Commissioner Minutes October 15, 2019 Work Session, November 19, 2019 Work Session, January 16, 2020 Budget Work Session, January 21, 2020 Work Session & Regular Session	

Topic: Minutes

Requested/Recommended Action & Motion: Approve

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan): *Goal 1: The Town of Tryon will always be responsive to citizen needs and promote programs and policies that will keep the community a wonderful place to live, work, and play.*

Direct Financial Impact: No Change

Indirect Financial Impact: N/A

Funds Included in Current Budget: Yes

TOWN OF TRYON

BOARD OF COMMISSIONERS

OCTOBER 15, 2019 6:00 P.M.

TRYON TOWN HALL – MCCOWN ROOM

WORK SESSION

Present: Mayor J. Alan Peoples Mayor Pro Tem: Bill Ingham

Commissioners: Crys Armbrust, Chrelle Booker, Bill Crowell

Staff Present: Town Manager Zach Ollis Town Clerk Susan Bell

Town Attorney William Morgan Public Works Director Jody Morse

Fire Chief James Waters

CALL TO ORDER

Mayor Peoples called the work session to order. Town Manager Ollis presented the Water & Sewer Financial Analysis prepared by Withers Ravenel. See below report.

Key Assumptions & Discussion Points

- The Town has been running at a deficit on/off for several years. Rates have not been adequate to sustain general operations, much less invest in capital needs. The Town will need to increase rates regardless of possible future capital investment.
- Fund balance appears to be adequate.
- For modeling purposes, we have assumed that revenues will grow at a 0% growth rate. Expenditures are assumed to grow at a 2.5% - 3% rate for inflation.
- Taps and connection fees saw a spike in FY 2018, but that appears to be an anomaly, so we have projected those revenues at a reduced rate which is closer to what occurred in FY 2016/2017.
- The capital improvement plan (CIP) is quite healthy, due to deferred maintenance. An Asset Inventory and Investment Grant will help the Town more accurately prioritize the CIP investment through more exhaustive investigative measures.
- Increasing rates will aid the Town with being better positioned to receive supplemental funding.

- **OPTION A:**
 - Option A includes all CIP projects that were identified during the course of the study.
 - The CIP list projects in order of prioritization as identified by Town Staff- for a total of **\$14.SM.**
 - Assumes rate increases of **10%** for Year 1, **7%** for Years 2-3, and **5%** for Years 4-10. Which is the equivalent of roughly 6% rate increase each year.
 - Assumes all improvements paid through the use of cash and no borrowing.
 - Produces a negative income and Fund Balance percentage.

- **OPTION B:**
 - Option B includes roughly 85% of the CIP investment identified.
 - Reduced the CIP by moving lowest prioritized projects to Years 11+ and uses few debt packages - total CIP of **\$12.7M.**
 - Assumes rate increases of **10%** for Year 1, **7%** for Years 2-3, and **5%** for Years 4-10. Which is the equivalent of roughly 6% rate increase each year.
 - Produces an average 20% Fund Balance percentage.

- **OPTION C:**
 - Option C includes roughly 84% of the CIP investment identified.
 - Reduced the CIP by moving lowest prioritized projects to Years 11+ and uses MORE debt packages - total CIP of **\$12.4M.**
 - Assumes rate increases of **10%** for Year 1, alternating **5%** and **2%** rate increases for Years 2-10. Which is the equivalent of roughly 4.3% rate increase each year.
 - Produces higher average Fund Balance percentage than previous options.

- **OPTION D:**

- o Option D includes roughly 54% of the CIP investment identified.
- o Further reduces CIP by moving projects to Years 11+ - total CIP of \$SM and still leverages the use of debt packages.
- o Assumes rate increases of **10%** for Year 1, 5% for Years 2-3, and 2% for Years 4-10. Which is the equivalent of roughly 3.4% rate increase each year.

Produces highest average Fund Balance percentage.

Everything depends on how aggressive you want to be. Citizens will not like the rate increase. Discussion to see if the Town could cut water off to the citizens that are using the water on the mountain (Country Club extension project \$2.283 million) and are not paying for it and make them dig a well or annex. A new person has taken over the department and she wanted to see this problem fixed. They would much rather see us provide them water. With the last CIP plan the proposed increases were not maintained. Now we have sewer issues also. We could handle Option D. Option D has the lowest rate increases. This is a two-fold process. You adopt the ten-year plan, then adopt the rate increases. USDA funding was discussed. It was suggested narrowing it down to two options or they could come up with another option. The board needs to come to a consensus.

Reporting deadlines for or ordinances was discussed. These need to be turned in by November 1.

Labor Law posters, active shooter and sexual harassment would like to be in place by end of year.

Kudzu-consuming abandon houses and property. Can we spray on private property? The Town's license is for town owned properties only. Tim is researching how Flat Rock handles kudzu. Tim stated Flat Rock allocates \$6,000 to help with kudzu and it is on a first come first serve basis. Once the money is gone that is all there is until next year.

Sidewalk repairs needed in front of Polk County Community Foundation and Burrell's Fuels.

Harmon Field Restrooms – laboratories are missing, safety issues – surveillance cameras, tree stumps beside Harmon Field Road. Varnadore's chipper is broken, he will return the last week of October.

Police Parking behind Church of God and behind Sunoco-looks like operating a speed trap. Police officers need to be on the street walking and getting to know the business owners.

Speed bumps on Jervey Road were discussed.

ADJOURN

Mayor Peoples entertained a motion to adjourn. Commissioner Armbrust so moved. The motion carried unanimously.

J. Alan Peoples, Mayor

Attested by: Susan B. Bell, Town Clerk

TOWN OF TRYON

BOARD OF COMMISSIONERS

JANUARY 16, 2020 3:00 P.M.

MCCOWN ROOM - TOWN HALL

Present: Alan Peoples, Mayor, Chrelle Booker, Mayor Pro Tempore, Crys Armbrust, Town Commissioner, Bill Crowell, Town Commissioner, Bill Ingham, Town Commissioner

Staff Present: Town Manager Zach Ollis Administrative Assistant Jamie Williams

CALL TO ORDER

REVENUE AND EXPENDITURE STATEMENT

Zach Ollis will get quotes for dredging the pond. Alan Peoples mentioned to watch out for fines. Zach Ollis stated that there is nothing wrong with the lines, but they bottleneck at the manhole. Bill Ingham asked why we can't get a permit to dump it into the creek again. Zach Ollis responded that they rarely give out permits. Bill Ingham asked if we lost the permit. Zach Ollis responded, yes.

Crys Armbrust asked if we could buy a wood chipper and chip on the designated spot. Zach Ollis responded that he asked Mr. Newman to rent his wood chipper. Mr. Newman agreed to rent it to the town for \$700 a month. Crys Armbrust agreed that the town should rent Mr. Newman's wood chipper. Zach Ollis will confirm if the wood chips can be dumped on site. We will need a certified engineer designated on the site for chipping. Alan Peoples asked if we haul it and dump does it take the same amount of time to do it at our own location? Zach responded it would be significantly longer for us to chip it ourselves, but we would save money long term. Crys Armbrust asked if that would justify a part time position. How much is it to dump at present? Zach Ollis responded \$20,000 to \$30,000. We could get a part-time position for that, but it takes two people to run a large chipper.

- Current Property Tax Revenue – 5% remaining to pull in
- First Prior Property Tax Revenue – 20% remaining
- Motor Vehicle Tax Revenue is on par for where we need to be.
- Local Option Sales Tax Revenue is really going well for us. We might be able to utilize the revenue for some of the projects and put it into the budget.
- City Hold Harmless – Projected \$98,000 – We are already at \$83,000
- Utility Franchise Tax – 32% remaining
- Interfund will not be in the budget next year. The budget will be split up by departments. Crys Armbrust asked if the practice of splitting up the budget by department has changed. Zach Ollis responded, yes and we have to complete a budget amendment to reflect the change. Alan Peoples asked if this change will show in the general fund. Zach Ollis responded, yes and gave an example. Alan Peoples asked if this is a requirement of the auditor or the state. Zach Ollis

responded, that it is a state requirement and explained the procedure. Crys Armbrust asked if this was additional work. Zach Ollis responded maybe five hours work for everyone. Crys Armbrust stated that it is a good procedure to track what one does. Alan Peoples stated that we might see more time allocated to different departments, but it has to be worthwhile for the change.

- Powell Bill Allocation – Stays the same. We took \$31,000 out to do some work. Hogback was the big project.
- Fire Department is doing well. They did get an increase on Lake Lanier Tax Revenue – We budgeted \$30,000 and we received \$52,000.
- Harmon Field is doing extremely well with the new tax increase. Usage has gone up. Revenue is about the same.
- Recreations Donations and Grants – The Friends of Harmon field are doing some improvements to the property. Crys Armbrust wanted to confirm that Harmon field cannot do a project without the board’s approval. Zach Ollis confirmed that is correct.
- Occupancy Taxes – We have 31% remaining, which is on par for where we have been the past couple of years. Crys Armbrust asked if it was being tracked. Zach stated that it is being tracked.
- Water Charges – 48% remaining
- Sewer – 58% remaining
- Annual debt repayment will change slightly. Crys Armbrust asked what the debt is. Zach Ollis responded 3.5 million. Alan Peoples asked if that includes the issue with Howard Gap. Zach Ollis responded that it does not.

Expenditures:

- General discussion about pumping water to neighboring towns.
- General discussion about police department presence among the community. Police department is considering getting an advanced first aid kit, but in order to carry certain drugs we need to be certified.
- General discussion about TDA.
- General discussion about fire department preparedness with Epi pins and Narcan. Zach Ollis stated that the fire department are prepared for overdoses.
- Contracted Services - \$1350 has been spent. Still have money to tear homes down. Discussed making room for Habitat for Humanity homes.
- Travel – There are overages for sending people to classes to receive certifications.
- Sanitation – contracted services are over and overtime is over due to being short staff.

General discussion about boardwalk clean up. Zach Ollis stated that we will not put gravel between the tracks. Discussed installing sidewalks and one-way signs or do-not-enter signs for pedestrian safety.

ADJOURN

Mayor Peoples entertained a motion to recess the meeting to January 31, 2020 at 12:00 p.m. in the McCown Room. Commissioner Crowell so moved. The motion carried unanimously.

J. Alan Peoples, Mayor

Attest:

Susan B. Bell, Town Clerk

be elevated like the HOLLYWOOD sign or flat with the terrain. Booker thought it would be better elevated a little. Crowell commented that Alex Trumble could do up to 4-foot by 4-foot letters on his plasma cutting table in 1/8 inch steel plate that could be powder-coated white for durability with spikes secured in cement for installation high on the bank near the clock tower. If the project moves forward, Booker asked if the Board members wanted the Town of Tryon logo inside the letter "O" in "TRYON". Possible trademark issue with other "Tryon" communities around the globe was discussed briefly with the recommendation that the Tryon logo inside the letter "O" would differentiate the sign from other trademarked "TRYON" logos. Ingham, Armbrust and Booker liked the suggestion to put the Tryon logo inside the "O" of "TRYON". Town Manager Ollis liked the block letter font used in the HOLLYWOOD sign but was not sure if it would accommodate the Tryon logo inside the letter "O". Town Manager Ollis stated he would send font samples to the Board members. The font should have a circular "O" rather than an oblong letter "O" to provide room for the Town logo. The Board Members liked the serif font with the round "O" of the blue and black Tryon sign in the McCown Room. Ollis was not sure what font that was, but Armbrust suggested that Paula Kempton had ordered the McCown Room sign and might know the font. Booker was not sure that a serif font was as readable. Armbrust thought a serif font added interest. Commissioner Armbrust suggested that 3-D shadowing might look good and Crowell commented that 3-D would make the letters stand out. Crowell commented that 3-D shadowing might be good too, but there was some concern about how to do the shadow with powder-coat on a 2-D sign. Commissioner Crowell would ask Trumble for input on the logistics of adding 3-D shadowing. Armbrust suggested testing the location size and alignment before finalizing the installation. Crowell commented that during installation, leveling technology could be used to get the letters aligned straight.

5. **Christmas Decorations Removal-** Armbrust asked Ollis if the downtown Christmas decorations had all been taken down and Ollis would check on that.
6. **Withers-Ravenel 15-year Capital Improvement Plan.** Various draft CIP plans offered 1% to 5% alternatives. CIP Option E plan was reviewed which included a 3% per year increase in rates. Town Manager Ollis asked the Commissioners to review the CIP Option E plan and he would put it on the February 2020 meeting agenda to start the process.
7. **Sewer Mapping** – Ollis stated that Withers Ravenel had been asked to apply for funding to map the Town of Tryon sewer line system for the Braewick line issue. Braewick manhole replacement and Melrose extensions
8. **Pond at sewer plant** – The pond at the sewer plant had a backwash problem where a 10-inch pipe flowed into a 6-inch pipe causing the backwash. Spicer On Call was scheduled to come out next week for dredging the settling pond to remove 130 cubic yards of dirt using dewatering bags. Town Manager Ollis commented that he was checking on possible worker-procedure involvement to see if procedural change of flow rate might improve the issue. Ollis commented that other municipalities had kept similar permitting to allow them to do back washing as Tryon would like to do but no longer has permitting to do.
9. **Lake Lanier Dam as part of CIP & Lake Lanier as separate water district** – Town Manager Ollis had spoken with NC State regarding the stress of the Lake Lanier Dam. Ollis wanted to update the Capital Improvement Plan to include the Lake Lanier Dam which could help with the South Carolina DHEC inspection. Ollis would also be researching setting up Lake Lanier as a separate water district for different rates there.
10. **Sewer Clogs** – Tryon Public Works Department had been called to deal with sewer line clogs and complaints had come from customers that the Public Works staff couldn't get to them fast enough. Town of Tryon ordinance stated that the Town of Tryon was not responsible for sewer line from house to Town of Tryon sewer line. Sewer line from house to sewer tap was homeowner responsibility. Broadway and Second Street had many crushed customer lines. Public Works crew cleared a line behind Commissioner Armbrust's residence that ran into Keith Grady property sewer line with the sewer tap at the bottom of the hill for multiple homes with the lower houses most effected when sewer line backed up. Inappropriate items were observed during recent unclogging work including paper towels and grease. A leaking service line to a house that no longer existed was found at the Tryon Methodist Church parking lot which was built

over property that once had four houses with water service caused standing water reported by the church.

11. **Sister City International Information Packet** – Town Manager Ollis distributed copies of the Sister City International information packet. Ollis pointed out the Partnership Agreement on page 1 that had to be approved and sent to Gstaad. Ollis would handle the process and schedule the signing ceremony. The application form for Sister Cities International on page 2 included dues of \$190 per year. Approval to begin this process needed to be added to the meeting agenda for tonight's regular meeting so the document could be sent to Gstaad for their approval so the signing ceremony could be scheduled for both groups. Commissioner Armbrust had booked tickets to go with the Polk County Film Initiative group to attend the Gstaad Film Festival. Armbrust commented that Sister Cities International was considered to be a good economic development initiative with some connection to the Nina Simone Project because Nina Simone lived in Switzerland for two years. Armbrust also stated that he had been added as a staff member for a jazz festival to be held in Switzerland. Town Manager Ollis had checked with the UNC School of Government regarding the state laws for occupancy tax use and had been told that the limitations were generic and any use approved by the local Tourism Development Authority (TDA) as promoting tourism was allowed. Ollis had also checked with the Town Attorney. Polk County Film Initiative (PCFI) had asked for \$2,500 from the Tryon Tourism Authority and was asking for an additional \$2,500 from the Tryon Board of Commissioners to support the Tryon International Film Festival (TRIFF) and the partnership with Gstaad and their film festival. PCFI's TRIFF was clearly a tourism activity. Commissioner Armbrust asked if the Tryon Board of Commissioners needed to approve the \$2,500 for PCFI TRIFF from Tryon's General Fund. Town Manager Ollis stated that no vote was required. If the Tryon Tourism Authority approved \$2,500 as well, then a total of \$5,000 would be allocated for PCFI and the TRIFF.
12. **Gateway Project** – Commissioner Armbrust commented that the gateway project had approval and asked Town Manager Ollis for timeline for the project. Ollis responded that he would be calling project engineer Paul Mills the next day for update on project design and then the project would go out for bids. Site Design would request quotes from their standard list of providers. Armbrust asked that the rails be green rather than one of the other color options because green would blend best with the rural setting.
13. **Lake Lanier Dam Inspection** – Commissioner Crowell was not satisfied with \$60,000 estimate to drain lake down as required for SC DHEC inspection. Crowell had obtained a quote from Sunbelt to do the same draining work for \$30,000 with Town providing fuel. Crowell asked why the lake needed to be lowered if the contracted inspection company would be utilizing divers. Considerations to prevent the Town's water intake at the lake from taking in air were discussed. Three pumps would be used to lower the lake. Crowell asked that the road over the dam be closed for the duration of the lake lowering process to provide space for the pumping work. Ollis responded that he believed that the road closure for a month would not be a problem. Commissioner Armbrust commented that the road over the dam should be closed permanently. Crowell asked that a speed bump be placed on Jervey Road to slow traffic during the project and for 20 MPH speed limit signs be installed on Jervey Road. According to Town of Tryon Policy, Ollis had asked for homeowners along Jervey Road to sign the petition to approve the speed bump. 75% of residents would constitute approval. Ollis commented that the speed bump could be installed without the residents' approval but that would not be according to Tryon Policy and asked Commissioner Crowell if the residents had signed the petition to which Crowell responded they had not. Crowell commented that there was a sinkhole on Jervey Road. Ollis responded that Public Works Director Morse was looking at it. Ollis reported that Darryl Rice Paving had come out to provide a quote for paving Jervey Road and Ollis would meet with Public Works Director Morse the next day to work on it. Possible causes of the sinkhole were discussed briefly.
14. **Construction in Tryon** – Commissioner Armbrust asked that everyone be aware of and appreciative of the massive amount of building going on in Tryon. Ollis commented that the whole block was going to change
15. **Potential Parking Garage** – Commissioner Armbrust had e-mailed Town Manager Ollis that Armbrust had been in contact with a property owner of a potential site for a downtown parking

garage to see if the owner had any future uses planned for that property. Armbrust did research on standard construction costs of a non-prefab parking deck which averaged \$19,000 per parking space which was similar to a past cost estimate provided by Mayor Peoples. Armbrust estimated that the proposed site could accommodate five levels for parking and still remain within the 30-foot height limit ordinances of the downtown.

16. **New Park Proposal** - Mayor Peoples reported a citizen made a suggestion to him recently about converting the wetland property off of Highway 108 where the beavers were into a Town park, possibly with raised wooden walkway over the wetland area and with signs identifying trees and plants to provide a walking area and improved gateway appearance.

Mayor Peoples entertained a motion to adjourn the work session. Commissioner Armbrust so moved. The motion carried unanimously.

J. Alan Peoples, Mayor

Attest:

Susan B. Bell, Town Clerk

**TOWN OF TRYON
BOARD OF COMMISSIONERS
JANUARY 21, 2020, 7:00 P.M.
TRYON TOWN HALL – MCCOWN ROOM**

Present: Mayor J. Alan Peoples
Commissioners: Crys Armbrust, Bill Crowell, Bill Ingham

Mayor Pro Tem Chrelle Booker

Staff Present: Town Manager Zach Ollis
Police Chief Jeff Arrowood
Fire Chief James "Tank" Waters
Town Attorney William Morgan

Planning Director Tim Daniels
Public Works Director Jody Morse
Harmon Field Superintendent Travis Aldred
Secretary/Cashier Meg Rogers

Absent: Town Clerk Susan Bell

CALL TO ORDER

Mayor Peoples called the meeting to order and asked for a moment of silence for soldiers in harm's way. Mayor Pro Tem Booker led the Pledge of Allegiance.

AGENDA ADOPTION

Mayor Peoples asked for additions, deletions or corrections. Town Manager Ollis asked of the addition of the special presentation of proclamation. Mayor Peoples entertained a motion to approve the proposed agenda with additions. Commissioner Crowell so moved. The motion carried unanimously.

CONSENT AGENDA ADOPTION

Mayor Peoples asked if there were any additions, deletions or corrections for the Consent Agenda. Being none, he entertained a motion to adopt the Consent Agenda, which included Board minutes and tax releases for Jerry Griggs (\$18.11) and Nichales Bales (\$25.45). Commissioner Ingham so moved. The motion carried unanimously.

SPECIAL PRESENTATION OF PROCLAMATION HONORING JAMIE CARPENTER

Mayor Peoples presented Tryon Downtown Development Association (TDDA) Executive Director Jamie Carpenter with a proclamation honoring her service to TDDA and the Town of Tryon and wishing her well in her new position as Downtown Economic Development Coordinator for the City of Hendersonville. Jamie Carpenter was present with family members to receive the Proclamation.

SEWAGE PUMP

Town Manager Ollis presented a quote for replacement of two submersible pumps that had failed at the Tryon Wastewater Treatment Plant. Quoted price from Core & Main for the two pumps was \$16,071.50 with estimated shipping cost at \$800.

Commissioner Ingham made a motion to accept Core & Main's quote for the two submersible pumps for the Tryon Wastewater Treatment Plant. The motion carried unanimously.

DREDGING

Town Manager Ollis presented the current lowest bid for dredging the alum pond below the Tryon Water Treatment Plant. Quoted price from Spicer On-Call Services for the work was \$23,500. Dredging service would include 120 cubic yards dredged from the pond.

Commissioner Crowell made a motion to accept Spicer On-Call Services bid for the dredging services. The motion carried unanimously.

APPOINTMENT(S) TO THE PLANNING BOARD

Town Manager Ollis presented an application to be appointed to the Tryon Board of Planning & Adjustment from Dr. Warren J. Carson of 11 Peak Street, Tryon, NC and recommended that Dr. Carson be appointed to one of the open full-time member positions on the Board rather than an alternate position.

Commissioner Armbrust made a motion to appoint Dr. Warren J. Carson as a full-time member to the Tryon Board of Planning & Adjustment. The motion carried unanimously.

FINANCIAL ANALYSIS DRAFT E CIP

Town Manager Ollis presented the financial analysis tables paperwork for the Town of Tryon Water and Sewer Fund Capital Improvement Plan Option E and asked that the Tryon Board of Commissioners review them for serious discussion at its February meeting. Option E included \$14 million expenditure for capital improvements to be funded over 15 years. Mayor Peoples stated that 15 years ago he predicted that the Town of Tryon would have to spend \$8-10 million water-sewer infrastructure and the actual quotes now have come in 40% higher. Commissioner Armbrust commented that it was very important to have a continuing sharing of pragmatic information with citizens so there were no surprises.

MINIMUM HOUSING UPDATE

Town Manager Ollis asked Town Planner Tim Daniels to give the update. Daniels reported that, for the Melrose Inn property, all the Town's side signatures had been obtained and the paperwork was currently being prepared for the buyer. 45 East Livingston Street property – Daniels had spoken to the Haynes law firm and the paperwork would be ready for the sale in about a week. He called the owner with an update as she had requested, but her phone was unable to receive messages. He would continue to try to contact her by phone. As soon as the closing was complete, Daniels would get a demolition contractor to clean up the site and start thinking about how to use the property. 530 Markham Road, 144 Cleveland Road and 140 Grady Avenue owners have been sent certified letters requesting access for inspection. 667 East Howard Street has been scheduled for a February 8, 2020 training burn and Daniels will be getting estimates for demolition and cleanup to be done after the burn.

TDDA Update

Town Manager Ollis asked Tryon Downtown Development Association (TDDA) Executive Director Jamie Carpenter to give the update. Carpenter had a list of the street closings for TDDA's 2020 downtown events ready to present to the Board. Farm to Trade Dinner Event – June 28, 2020 – Trade Street, Halloween Stroll – October 31, 2020 – Trade Street, BeerFest – November 7, 2020 – Depot Street, Tryon Midnight Event – December 31, 2020 – Trade Street. Carpenter would get the information to Town Manager Ollis to get the dates on the Town calendar.

Mayor Peoples entertained a motion to approve the proposed TDDA event street closures. Commissioner Ingham so moved. The motion carried unanimously.

For Farm to Trade Dinner Event (June 28, 2020) and BeerFest (November 7, 2020), Carpenter also requested the Board's permission for alcohol to be served at those events on Town property.

Mayor Peoples entertained a motion to approve the proposed TDDA event alcohol permissions. Commissioner Crowell so moved. The motion carried unanimously.

Carpenter reported that Jessica Phillips would be filling in as Interim Events and Marketing Person for TDDA after Carpenter's departure until the end of June 2020. Anyone needing to connect with TDDA about events and marketing was directed to contact Phillips who would coordinate with the TDDA Board. Carpenter had completed the North Carolina Main Street Program annual assessment report card and Carpenter had met with NC Main Street Center Director Sherry Adams to review the report. Town of Tryon had been recommended to be accredited nationally with the National Main Street Program. The

2020 North Carolina Main Street Conference was coming up March 10 – 12, 2020 in New Bern, N.C. A Polk County Community Foundation Grant would provide funding for four TDDA Board Members to attend. Carpenter thanked the Town staff for assistance during Tryon Midnight 2019. The 4th Friday Event in January – the Luau would be on January 24, 2020. The 4th Friday event in February 20, 2020 would include the Chocolate Stroll ticketed event. Carpenter thanked the Board for the Proclamation. Commissioner Ingham was interested in attending the NC Main Street Conference in March. Carpenter commented that six TDDA Board Members would be attending and that Tryon was hopeful for awards at the conference.

TOWN MANAGER'S REPORT, TOWN PROJECT PRIORITIZATION, AND CITIZEN INPUT

Town Manager Ollis went over his report.

COMPLETED

- Light repairs downtown at Stott's Ford
- Sidewalk repairs on Trade and Maple
- Water breaks at New Market and Thermal View Drive repaired
- 26,750 lbs of brush
- Trucks washed during rain storms
- Removed Christmas decorations downtown including lights, banners, garland, Santa box, and others.
- Town of Tryon Christmas Tree placed at Harmon Field
- Fountain at plaza turned off and awaiting service from Thompsons
- Medical inventory at FD
- Property stickers installed and accountability tags delivered to volunteers
- Chief Waters elected Vice President Polk County Fire Chief Association
- Met with State regarding s policy audit at Tryon ABC Store – audit was good
- Met with homeowners in Gillette Woods regarding rezoning
- Met with BRAG regarding Melrose Mountain Rock Climbing Park
- Drafted BRHJA and HFBS agreement
- Met with SC DHEC regarding Lake Lanier Dam
- Coordinated with NCDOT regarding issues around Tryon including broken hydrant
- Met with NC Main Street regarding annual review
- Met with Withers & Ravenel regarding CIP, Melrose Sewer Issue and alum pond
- Met with Sister Cities International representative
- Rogers Park prepped for multiple events including Christmas plays
- Continuous maintenance of Cemetery
- Brush Removal
- Leaf Pickup
- Performed extra side mowing in trouble spots
- Sidewalk Inspections
- Removed debris from multiple fallen trees
- Clear overhanging brush in roadways
- Leaf schedule still on time
- Weedeat downtown
- Leaf management at Town Hall and TFD
- Police continue picked up patrol at Roseland Community Center, TFAC due to construction, and Harmon Field
- Police continued additional patrol on Peak St, Howard St, Jervey Rd and Melrose Ave for speeding
- Police initiated patrolling stop signs at Melrose per Board of Commissioners request
- Police continue night checks
- Fire Department inspected hydrants again
- Established new approval for .gov address as requirements changed

- Researching noise ordinances
- Ordered directional signs for Eastside. Signs had arrived and were currently in Town Manager's office. Commissioner Armbrust asked when these would be installed and Ollis responded that installation would be in February when concrete base for largest sign could be poured.
- Duke Energy removed fallen tree on Lockhart and removed dangerous tree at Elm Street
- Coordinated with TDB regarding multiple articles
- Coordinated taking care of TDDA needs for 4th Friday
- Inspected Dallara Project
- Spoke with engineers regarding CIP, water resources, dam inspection and mountain lines
- Community engagement projects
- Tourism and Harmon Field Board meetings
- Planning Board meetings, Budget meeting, Cemetery meeting
- Investigating uses for plot at beginning of East Howard and discussing with Eastside

IN TRANSITION (TOWN)

- Meeting with Habitat for Humanity regarding home building program
- Meeting with SC Forest regarding tower lease
- Installing rails at New Market and Bryan Park
- Hand reading meters to double check for accuracy
- Rails project
- Replace fountain pump
- Reviewing strategic plan
- Securing contractor for thermopaint in front of Plaza
- Still working to manage brush removal in town
- Sidewalk repairs throughout town
- Speedbump replacement on Whitney
- Signage for rose garden
- Spraying around town
- Sidewalk improvements on Whitney
- Sidewalk replacement on Maple
- Sidewalk improvements on Melrose
- Searching for more spots to fix on creek at East Howard
- Various street signs ordered and will be placed as soon as possible
- Sign straightening as needed
- Other as needed

Town Manager Ollis thanked Jamie Carpenter for all the hard work she had done for the Town of Tryon and Tryon Downtown Development Association (TDDA) and the major improvements during her tenure.

COUNCIL/MAYOR REPORT

Commissioner Crowell thanked Jamie Carpenter for all her work for TDDA and Town of Tryon, congratulated Fire Chief Tank Waters on his election as Vice President of the Polk County Fire Chief Association, thanked citizens for coming and thanked Dean Trakas for attending briefly.

Commissioner Armbrust seconded the thank yous made by Commissioner Crowell, congratulated Fire Chief Waters, and announced an upcoming free community event, a Nina Simone Concert, on February 21, 2020, Nina Simone's birthday, at Tryon Fine Arts Center. Armbrust thanked citizens for attending.

Commissioner Ingham thanked Jamie Carpenter for her work for TDDA and Town of Tryon, thanked Town staff for their hard work, and thanked Citizen John Vining for all the many things he was doing for Tryon.

Mayor Pro Tempore Booker congratulated Chief Tank Waters on his election as Vice President of the Polk County Fire Chief Association, congratulated Jamie Carpenter on her new job with Hendersonville,

thanked staff for all their hard work during the James Payne Funeral and the holiday season and asked everyone to take care of each other and be kind to one another.

Mayor Peoples concurred with the comments of the other members and thanked Jamie Carpenter on her hard work for TDDA and her new position with the City of Hendersonville wishing her good luck and Godspeed and congratulated Fire Chief Waters on his election as Vice President of the Polk County Fire Chief Association.

CITIZEN COMMENTS & RESPONSES

David Murphy, resident of 2285 West Lakeshore Drive, Landrum, SC, asked about the status of the personalized bricks for the St. Luke's Plaza that was started five years ago because he had not seen any of these installed yet. Commissioner Armbrust responded that the project was not completed until all the bricks were purchased and the funds raised were being held in a Town of Tryon line item to pay for all the bricks and install them when that project was completed. At that time, a list would be republished in the Tryon Daily Bulletin. The intention was for the personalized bricks and "Walk of Fame" bricks to be installed when all the bricks were sold. Armbrust stated he could provide a spreadsheet of all the bricks sold to-date. Armbrust stated he would be contacting Leah Justice at the Tryon Daily Bulletin to republish the updated growing list of "Walk of Fame" bricks available for purchase.

John Vining requested that the Town of Tryon consider enacting an ordinance or policy requiring that a certified arborist look at any trees larger than a specific size (i.e. 30 inches in diameter) on Town-owned property before authorizing for them to be cut down. He had been concerned about some trees at Harmon Field that were planted in the 1930s that were recently cut down. Vining suggested that having a certified arborist report before cutting a tree would provide justification to citizens who might complain about the cutting of the tree. Commissioner Armbrust responded that many towns have similar ordinances with high fines for cutting large healthy trees. Harmon Field Park Superintendent Travis Aldred responded that the trees had been assessed by a certified arborist, Shane Varnador, with a full report booklet before they were cut down and were 75% hollow. Town Manager Ollis stated that he had a copy of the Certified Arborist Shane Varnador's report booklet for review on request. Vining clarified that he was not suggesting an ordinance about tree cutting on privately owned land. John Vining also asked the Board of Commissioners to consider creating a Payne Botanical Park in honor of James Payne, who was an avid plant person, from several parcels the Town of Tryon or Polk County currently owned near Payne Street and Pine Street. Vining distributed a handout of parcel maps for the properties, three belonged to Tryon and three belonged to Polk County. Parcel 1 was a 6-acre ravine and the other parcels were small. Vining stated he planned to meet with a landscape architect to look at the property for feasibility as a botanical park. Armbrust commented that an etching by Gabriella Clemmons titled "The Tryon Ravine" might be a historic image of the area Vining was referencing. Town Manager Ollis commented that he had been directed to reserve these properties for Tryon Cemetery expansion. Mayor Peoples commented that he believed the Tryon Cemetery Commission was looking at these parcels for expansion of Tryon Cemetery.

ADJOURN

Mayor Peoples entertained a motion to adjourn. Commissioner Armbrust so moved. The motion was carried unanimously. Meeting adjourned at 7:37 p.m.

J. Alan Peoples, Mayor

Attest:

Susan B. Bell, Town Clerk

Agenda Item Summary Sheet



Meeting Date: 2/18/2020	Agenda Item Number: 5b
Submitted By: Zach Ollis, Town Manager	
Attachments: Tax Releases	

Topic: Tax Releases

Requested/Recommended Action & Motion: Approve

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan): *Goal 1: The Town of Tryon will always be responsive to citizen needs and promote programs and policies that will keep the community a wonderful place to live, work, and play.*

Direct Financial Impact: No Change

Indirect Financial Impact: N/A

Funds Included in Current Budget: Yes

Agenda Item Summary Sheet



Meeting Date: February 18, 2020	Agenda Item Number: 5c
Submitted By: Zach Ollis, Town Manger	
Attachments: 2019 Tax Advertisements for Personal Property and Real Property	

Topic: 2019 Tax Advertisement

Requested/Recommended Action & Motion: Review & Approve

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan):

Direct Financial Impact: Yes –will be a cost of advertisement

Indirect Financial Impact: Will hopefully bring in more revenue for delinquent taxpayers

Funds Included in Current Budget: N/A

ADVERTISEMENT OF PAST DUE TAXES FOR 2019 TAXES FOR ALL PERSONAL PROPERTY IN THE CITY LIMITS

Under and by virtue of the authority granted by Section 105-369 of the North Carolina Statues, the Town of Tryon hereby advertises past due taxes for the year 2019. The amount advertised will be increased by interest and cost. The omission of interest and costs from the amount advertised will not constitute a waiver of the town's claim for these items. If thse taxes remain unpaid after this advertisement is completed, the Town of Tryon will begin collection procedures set out by General Statues 105-367 and 105-374.

As a courtesy to our taxpayers, anyone on this list who has already paid this tax as of the date of the advertisement, should contact the Town Tax Collector and a retraction will be advertised one month from the date of the original adverstisement.

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>TOTAL</u>
TAX YEAR: 2019			
BANK OF AMERICA NA	462	22085	459.97
BURRELL'S FUEL INC #13594	301	13594	109.13
CAFE LA GAULE	824	35021	20.46
CRC INVESTMENTS LLC DBA	743	32692	1,106.60
CULBRETH DOROTHY J	143	3052	15.21
DANIEL DRY GOODS	1087	41321	6.75
DAYSTAR ENTERPRISES INC	1211	53088	158.78
DOUGLAS & VALERIE THOMPSON	1085	41282	33.38
DURBIN ERNESTINE	541	26019	33.17
GAINES BRADEN MICHAEL	1434	55906	5.63
GELCO FLEET TRUST	1424	55781	139.18
HANFORD AGENCY	983	39487	29.58
HTHC LLC	931	37779	42.97
HYDER WILLIAM ALEXANDER	1509	1028346	59.25
LYNN ASSOCIATES INC DBA	266	6781	5.19
OZONE WATER TECHNOLOGIES	883	36239	6.73
SMITH OPTOMETRIC EYE {#13678}	311	13678	81.67
*Triangle Visions Optometry			
SUBER AMY	542	26198	53.75
TRYON HEALTH & FITNESS	781	34056	194.21
WALTERS DARIN WADE	1512	1037387	18.77
XEROX CORPORATION #13709-1	318	13709	95.12
TAX YEAR: 2019			3,564.40
			3,564.40

* new owner

TOWN OF TRYON

ADVERTISEMENT OF PAST DUE TAXES FOR 2019 TAXES FOR ALL REAL PROPERTY IN THE CITY LIMITS

Under and by virtue of the authority granted by Section 105-369 of the North Carolina Statutes, the Town of Tryon hereby advertises past due taxes for the year 2019. The amount advertised will be increased by interest and cost. The omission of interest and costs from the amount advertised will not constitute a waiver of the town's claim for these items. If these taxes remain unpaid after this advertisement is completed, the Town of Tryon will begin collection procedures set out by General Statutes 105-367 and 105-374.

As a courtesy to our taxpayers, anyone on this list who has already paid this tax as of the date of the advertisement, should contact the Town Tax Collector and a retraction will be advertised one month from the date of the original advertisement.

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>TOTAL</u>
TAX YEAR: 2019			
AMPAR DISTRIBUTION LLC	924	T4A23	30.41
ASIAN FUSION INC	790	T9A13	1,909.86
BELLA LEIGH LLC	1133	T9C3	2,939.78
BELLA LEIGH LLC	1134	T9C5	370.50
BOLLINGER JOHN M	106	T16F2	770.36
BROCK ROBERT A	1127	T15B2	864.30
BROWN TIMOTHY	324	T2C21	867.13
BROWN TIMOTHY	584	T1B6	366.14
BRYAN FRANCES M	114	T8F2	338.97
BURLESON SIDNEY	982	T2B6	533.57
BURNS LOUIS NATHANIAL TRUSTEE	980	T1D2	119.38
BURRELL'S FUEL INC	117	T8G1	750.76
CALLAHAN L TRUSTEE	550	T7A44	6.77
CANADY KATHERINE F ESTATE	123	T11E10	220.32
CANADY STENETTA	443	T11E14	423.06
CANNADY ELSIE HEIRS	122	T1A1	120.12
CANNON FRANK	320	T1B4	37.54
CARSON HORACE W	334	T5J2	632.32
CARSON HORACE W JTROS	1116	T1D5	440.91
CARSON LIONEL ALVIN	464	T4A3	199.15
CHAPMAN NANCY P	953	T7D2	322.24
COBOS MAURO HERNANDEZ (JTRS)	1040	T4A33	265.32
COONS KATHRYN JULIA	1243	T4D8	65.87
COPPER ELSIE JONES EST	129	T5H20	220.23
COUNTS FRED E	131	T4C1	49.40
*Hendersonville County Habitat			
CRAWFORD DAVID L	765	T9C23	587.25
CRC INVESTMENTS LLC	674	T5H28	30.66
CRC INVESTMENTS LLC	675	T5H3	8,237.28
CULBRETH DOROTHY J	142	T7B13	65.06
CUNNINGHAM LOREN L JTROS	1185	T4A42	240.23
DAFFEE SANDRA	511	T1A5	61.47
DANIELS PATRICK ET UX	1280	T5B17	1,778.18
DAYSTAR ENTERPRISES INC	1046	T12E20	1,335.05

*Magnolia Capital, LLC

DOHENY ENTERPRISES INC	1265	T11A21	828.96
DORSEY LINDA	989	T2C14	58.56
DORSEY LINDA	990	T2C15	196.80
DREAM LIFE PROPERTIES LLC	1416	T1D6	283.81
DREAM LIFE PROPERTIES LLC	1417	T5H12	412.60
DREAM LIFE PROPERTIES LLC	1418	T8F1	218.22
DURBIN ERNESTINE R	570	T11G8	1,413.99
DURHAM HOMER B	587	T10B4	196.04
ECKSTEIN LARRY	975	T5C9	1,386.25
EST.OF IRENE GREENIDGE (1/2)	1029	T1A12	12.20
FANT GEORGE R	262	T1D11	659.71
FERGUSON LARRY BRINKLEY JR	1057	T2C23	347.05
* Friley Properties, LLC			
FORNEY MICHAEL	337	T2C36	378.38
FOX BARBARA	154	T1D9	580.92
FRINK ARCHIE PERRY EST	428	T1B11	42.55
GALEA MADELEINE ELIZABETH	942	T10A11	42.55
GALEA MADELEINE ELIZABETH	943	T10A13	635.35
GILBERT EDWIN H	771	T9A95	506.08
GLENN DORRIS E	156	T1B12	99.73
GOSNELL MARJORIE S ESTATE	160	T8D8	381.85
HANNON JOHN SR HEIRS	168	T4A25	281.54
HANNON R HEYWOOD	169	T4D4	462.49
HARRIS KATHY DIANE	1309	T7B7	211.16
HENDERSON JOSEPH CURTIS	1419	T10B14	246.18
HENDERSON MARY ANN HEIRS	172	T7A39	290.87
HILL DAVID S	519	T7A34	90.08
HINES JAMES FRANKLIN	173	T2B3	55.06
HORNE EDGAR WAYNE	1279	T4E3	491.89
HUDSON SHAWNIA R	603	T4D2	269.62
*RFS Properties, LLC			
HUDSON SHAWNIA R	604	T4D23	21.96
*RFS Properties, LLC			
JOHNSON GENE B TRUSTEE	1120	T17C5	1,809.62
*Julius Young			
JOHNSON ROMEY	429	T9C21	24.09
JOHNSON W C	630	T4E11	326.38
JOHNSON WILLIAM F ET UX	592	T5J14	309.80
KELLY JONATHAN ET UX	1381	T7A32	67.57
KING JESSIE T EST	184	T4D10	421.84
KING WILL - ESTATE	186	T1B3	60.07
KOOB THOMAS D	688	T7A9	13.80
*Wanda & Edwin Marsh			
LANE SUSAN HANLEY	1406	T11B6	1,442.73
LANGE JILL M	1129	T8G2	1,242.37
LEE REGINALD W	634	T7E1	503.47
LEONARD ALAN CARROLL	193	T15F2I	26.55
LIPSCOMB MARSHALL DEAN	195	T2C22	291.16
LITTLEJOHN EDWARD	197	T4D7	199.39
LITTLEJOHN EDWARD	198	T1A11	90.12
LONG INA	812	T8D16	762.45
LYNCH DARREN D	1224	T8F17	187.69
LYNCH DARREN D	1311	T9C14	714.36
MC DOWELL THEODORE JR ESTATE	741	T8I8	85.91
MC ENTIRE CAROLE D &	999	T10B3	163.31
MCABEE JAMES STEVEN	1374	T12A9	2,188.97
MILLER BESSIE ESTATE	202	T2B10	408.84

MILLER LEROY JR	863	T4A5	84.61
MILLER LINDSEY C	1365	T4A6	69.45
MORRIS LUCY S	893	T16B3	606.15
MORSE FREDIA P	531	T7B5	122.45
MUCKLEVENE FORESTENE ET AL	537	T8I2	50.04
MURRAY ELAINE MORRISON	858	T2B14	488.20
NESBITT LILLIE BELL	207	T4D12	422.05
PARKER MARY	1234	P4879	1,921.41
PENA DAVID JR ET UX	1097	T11I10	612.00
PERRY AURELIA H	217	T4B6	850.78
PETTY EVELYN DAVENPORT	596	T5J13	58.56
PETTY EVELYN DAVENPORT	597	T8I11	76.74
PHIL-TEV LLC	1170	T9A3	808.77
PORTER RUTH	218	T4A34	316.13
POWELL STEVEN F	1186	T6E7	569.31
REYNOLDS CAROLYN R	736	T9A10A09	740.72
RICE MAGGIE J - ESTATE	220	T4A16	65.69
RUSSELL JOHN VICTOR ET UX	288	T10B5	618.45
RUSSELL JOHN VICTOR ET UX	289	T14I1	5.79
SESSOMS LYNN H	650	T16A6	1,229.82
SIMPSON MAUDE EST	226	T4A12	39.42
SPILLERS CHRISTOPHER M	1322	P4912	42.85
STAGGS ROBIN E	616	T9C22	353.20
STALEY WANDA CARSON	1359	T5H23	43.80
STALEY WANDA CARSON	1360	T5J16	34.73
STEPHENS EVALYN S TRUSTEE	818	T9A10C10	643.54
*Lynn Sessoms			
STEWART LAND COMPANY LLC	1497	T5A6	1,021.97
SUBER JAMES PRESTON EST	235	T4D5	39.36
SUBER LEWIS WILLIAM	1001	T2C3	271.54
SUBER VIOLA W	236	T1B8	76.08
SUBER WILLIAM CALVIN	292	T4A28	39.42
SUBER WILLIAM CALVIN	744	T4A29	31.91
SUBER WILLIAM CALVIN	745	T4A30	372.83
SWIFT ANDREW T ET UX	1332	T14D15	741.24
TABORN CAROLINE JEAN	473	T1B7	141.79
THOMPSON ALAN C ET UX	1071	T11I3	441.78
THOMPSON ALAN C ET UX	1072	T11I4	629.06
THOMPSON ALAN C ET UX	1073	T11I9	195.95
TRADE STREET TRADING COMPANY L	1460	T11J16	1,269.99
TRAVIS DARETT N AND	1415	T5J9	21.96
TWITTY HERBERT JR	909	T4A19	255.34
TWITTY MARY ANN	238	T4D19	210.39
WADDELL VIOLA J	239	T4E7	30.02
WAGNER JEAN A	947	T11A31	1,102.70
WALTER MARK H	1215	T13D4	1,711.63
WALTERS JOHN	1111	T11A32	1,080.72
WATFORD ELLEN SUMNER	534	T2A6	149.46
WHITESIDE EDNEY ALVIN	251	T8D25	66.07
WHITESIDE EDNEY ALVIN	253	T8D18	531.99
WILLIAMS ELLA	257	T7A41	62.07
WINGO VIRGINIA	589	T2B4	477.39
*WILLIE WINGO			
WITTEN J MICHAEL	600	T16A1	75.45
YOUNG KEITH A	259	T1D7	588.85

TAX YEAR: 2019

72,911.09

72,911.09

***NEW OWNERS AS OF JANUARY 2020**

Agenda Item Summary Sheet



Meeting Date: 2/18/2020	Agenda Item Number: 6
Submitted By: Zach Ollis	
Attachments: Interconnect supporting documents (Scope of work, Draft resolution, draft operating agreement, sample agreement)	

Topic: Interconnect

Requested/Recommended Action & Motion: Please vote to approve/deny

Summary Explanation & Background: Attached are documents relating to the interconnect project. Saluda has approved to move forward with the project and now it is up to Columbus and Tryon for approval. With approval, we will move forward with the engineers to inspect the line and determine if it can be repaired or is a total loss.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:



WithersRavenel

Our People. Your Success.

January 31, 2020

City of Saluda
6 E. Main Street
Saluda, NC 28773

Attn: Jon Cannon

RE: WR Project No. 08190302.00
Engineering Services Agreement
Water System Interconnection Investigation, Diagnostic Analysis, and Repair

Dear Mr. Cannon:

WithersRavenel is pleased to provide this Scope for Professional Services to the City of Saluda along with the Towns of Columbus and Tryon for the Water System Interconnection Investigation, Diagnostic Analysis, and Repair Project. If you have any questions or concerns about the agreement please do not hesitate to call me at the number listed below.

Sincerely

WithersRavenel

James "Jay" N. Johnston, P.E.
Senior Project Manager

84 Coxe Avenue, Suite 260 | Asheville, NC 28801
Office: 828.255.0313 | Mobile: 828.989.6785
Email: jjohnston1@withersravenel.com

Attachments:

Scope of Professional Services

City of Saluda and the Towns of Columbus and Tryon Water System Interconnection Investigation, Diagnostic Analysis, and Repair Scope of Professional Services

A. Scope of Services

Task 1 – Project Kick-Off, Discovery, and Data Review

- A. Meet with CLIENT to identify the PROJECT TEAM, key members of CLIENT's and CONSULTANT's staff who will be points of contact and key sources of information, data, and communication. Identify points of contact for each member of the team. Review each member's concerns regarding the project and project history. Review project goals, methods, logistics and schedules.
- B. Discuss in detail all available data sources, including but not limited to system mapping, project records and staff knowledge. Compile a list of data and sources and begin to compile data.
- C. Consult with City of Hendersonville on ability to supply water. Review water sales agreement, contract times and schedules as they may apply.
- D. Research and verify potential issues surrounding interbasin transfer.

Task 2 – Hydraulic Modeling

- A. Collect all pertinent system configuration data, including but not limited to the interconnection and key areas within each CLIENT service area. Include tanks and pumps that influence system operation, particularly with respect to the effect on the interconnection.
- B. Build virtual system in hydraulic model software.
- C. Perform flow testing and pressure measurements in key areas of system(s) to use for calibrating model.
- D. Collect usage data for loading demand characteristics in model. Learn about key demand areas such as for schools, industry, or other high-demand water users.
- E. Review and inspect physical configuration of plumbing at the 85,000-gallon Saluda tank.
- F. Review Columbus pumping configuration and operation as it pertains to their system and the interconnection.
- G. Utilize model to run up to five (5) pertinent scenarios, including:
 - a. Rapid drawdown of Saluda tank when interconnection sending water to Tryon.
 - b. Sever pressure drop in areas of Saluda when interconnection sending water to Tryon
 - c. Effect of Columbus booster pump station on overall system operations
 - d. Ability of interconnection booster pumps to deliver water to Saluda

- H. Utilize the hydraulic model to assess system modification that will alleviate problem system operation issues.

Task 3 – Physical Evaluation of Interconnection Infrastructure

- A. Assess the pipeline corridor for condition of the corridor and the pipeline infrastructure. Make observations on failures and/or faults including those potentially caused by stormwater activity.
- B. Assess each of the three booster pump stations on the interconnection pipeline.
 - a. Inventory all booster pump components.
 - b. To the extent possible, assess the condition and operability of the components. This may be a limited assessment without power or water availability.
 - c. Compare the equipment observations to the original design
 - d. Review property documents (easements)
- C. To the extent possible, assess the pump controls (SCADA, telemetry, etc.).
 - a. Inventory all control components.
 - b. To the extent possible, assess the condition and operability of the components. This may be a limited assessment without power or water availability.
 - c. Compare the equipment observations to the original design

Task 4 – Right-of-Way Evaluation (Howard Gap Road)

- A. Engage geotechnical subconsultant to evaluate the pipeline trenches and fill materials for stability and longevity to make recommendations for the stability and longevity of the trenches and fill material. Recommendations may include measures to divert stormwater from the trenches.
- B. Engage geotechnical subconsultant to make general observations on the stability of the pipeline and roadway corridor regarding the long-term stability of the corridor to support and house the infrastructure.
- C. Engage NCDOT in discussions on their plans for Howard Gap Road. Key questions to answer include but may not be limited to:
 - a. Will NCDOT repair Howard Gap Road and place it back in operation? What is the schedule?
 - b. What measures will NCDOT include to protect the roadway corridor from future similar failures?
 - c. What measures will NCDOT include to mitigate the stormwater coming from the I-26 corridor and how will those measures help to protect the interconnection infrastructure? In other words, what measures might the CONSULTANT, recommend in the absence of adequate measures proposed by NCDOT?

Task 5 – Reporting

- A. Prepare Engineering Report. Report will detail the findings of the work and provide detailed recommendations for making the interconnection viable and stable, including potential improvements within the existing distribution system areas. Report will provide opinions of cost and action plans for all recommendations.

Task 6 – Presentation to Client and Stakeholders

- A. Present the findings and recommendations to CLIENT and stakeholders identified by CLIENT. Assist CLIENT in discussions with pertinent entities and agencies to assist with decision making and actions plans for advancing CLIENT’s agenda and needs.

B. Compensation for Services

A. Lump Sum Fee

CONSULTANT proposes to provide the Scope of Services previously outlined on a lump sum fee basis as described in the following table plus reimbursable expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task Number	Task Name	Lump Sum Fee
1	Project Kick-Off, Discovery, and Data Review	\$6,000
2	Hydraulic Modeling	\$27,000
3	Physical Evaluation of Interconnection Infrastructure	\$45,000
4	Right-of-Way Evaluation (Howard Gap Road)	\$39,000
5	Reporting	\$18,000
6	Presentation to Client and Stakeholders	\$9,000
Total		\$144,000

1. CONSULTANT may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the CLIENT.
2. The Lump Sum includes compensation for CONSULTANT’s services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
3. The portion of the Lump Sum amount billed for CONSULTANT’s services will be based upon CONSULTANT’s estimate of the percentage of the total services completed during the billing period. If any Reimbursable Expenses are expressly allowed, CONSULTANT may also bill for any such Reimbursable Expenses incurred through the billing period.

A RESOLUTION TO ENGAGE ENGINEERING SERVICES TO INVESTIGATE DEFICIENCIES IN THE INTERCONNECT BETWEEN THE TOWN OF COLUMBUS, THE TOWN OF TRYON, AND THE CITY OF SALUDA, NORTH CAROLINA.

(2020 INTERCONNECT ENGINEERING ENGAGEMENT)

WHEREAS, an agreement entitled INTERLOCAL AGREEMENT FOR OPERATION OF JOINT WATERLINE was entered into by the Town of Columbus (“Columbus”), the Town of Tryon (“Tryon”), and the City of Saluda (“Saluda”); and

WHEREAS, Tryon, Columbus and Saluda find the operation of the Joint Waterline defined in the agreement and interconnecting between the three municipalities to be deficient and not operational as designed; and

WHEREAS, Tryon, Columbus and Saluda were parties to a lawsuit against Joel E. Wood & Associates, LLC, the engineer who designed and oversaw construction of the Joint Waterline; and

WHEREAS, Tryon, Columbus and Saluda received as settlement \$170,000 to the above described lawsuit; and

WHEREAS, Tryon, Columbus and Saluda seek to investigate the deficiencies of the Joint Waterline in order to understand the scope and cost of engineering and construction repairs to make the Joint Waterline adequate and operational to its purpose as defined in the above described agreement or seek to approach the lending agencies and North Carolina State Legislators for relief of monies owed; and

WHEREAS, Tryon, Columbus and Saluda seek to understand and gain an opinion of probable cost of storm damage from rain events occurring in the month of May 2018;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Saluda, Columbus, and Tryon, North Carolina accept the **Saluda, Tryon and Columbus Water Interconnection Investigation, Diagnostic, Analysis and Repair Scope of Services** as proposed by Withersravenel (“Engineer”) and incorporated by attachment.

Furthermore, Saluda on behalf of the three municipalities is authorized to act as lead agent in managing the execution of the proposed Scope of Services. Saluda is to provide a summary report of project status to the three municipalities on or before the 28th day of the month.

Furthermore, Tryon is authorized to issue payment to the Engineer in accordance with the contract from the funds of the approximate \$170,000 lawsuit settlement. Tryon is to provide a monthly accounting of lawsuit settlement funds to the three municipalities on or before the 28th day of the month.

Adopted this the __ day of _____, 2020

ATTEST

Tola Mueller, City Clerk

SEAL

Fred Baisden, Mayor

APPROVED AS TO FORM

Jana Berg, City Attorney

Adopted this the __ day of _____, 2020

ATTEST

Monica Pace, City Clerk

SEAL

Patrick McCool, Mayor

APPROVED AS TO FORM

Lora Baker, City Attorney

Adopted this the __ day of _____, 2018

ATTEST

Susan Bell, City Clerk

SEAL

Alan Peoples, Mayor

APPROVED AS TO FORM

William Morgan, City Attorney

INTERLOCAL AGREEMENT FOR OPERATION OF JOINT WATER LINE

AMENDED AND RESTATED
(WATER LINE INTERCONNECT)

This Agreement made and entered into this ~~27th day of March, 2012~~ day of _____, 2020, by and between the Town of Columbus ("Columbus"), the City of Saluda ("Saluda"), and the Town of Tryon ("Tryon"). Collectively, the parties may be referred to herein as "Participating Governmental Units."

WITNESSETH:

WHEREAS, the parties, pursuant to an Interlocal Agreement for Funding, Design and Construction of Water Infrastructure Project, entered among themselves in April 2008 (the "April 2008 Agreement"), agreed to undertake and jointly fund construction of a water line providing an alternate source of water to each party for drought relief (the "Project"). The Project consists of the design and construction of a water line between Saluda and Tryon, the installation of a booster pump and valve in an existing line between Columbus and Tryon allowing water in that line to flow in either direction, the rehabilitation by Tryon of its mountain water system intake, and the water storage tank, meters, pumps, valves, and other appurtenances necessary and appropriate for the Project;

WHEREAS, in the April 2008 Agreement, the parties agreed that they would not commence use of the new water line until they entered a subsequent interlocal agreement covering the terms of operation of the line; and

WHEREAS, the parties desire to set forth their respective responsibilities with respect to the operation of the infrastructure of the Project and matters ancillary thereto;

NOW, THEREFORE, BASED ON THE FOREGOING, and for good and adequate consideration, the receipt of which is hereby acknowledged by each party, the parties agree:

1. Term. That this contract shall extend for a term of twenty (20) years from the date of execution of the same, and shall automatically renew for subsequent ten (10) year periods unless any party hereto notifies the other parties in writing at least ninety (~~30~~90) days prior to the end the then current period that it does not wish to renew the Agreement for a subsequent period.

1.2 Components of the Project; Responsibility for and Ownership of Same.

2.1 The Project consists of the following distinct components. The components and the responsible party for each are as follows:

<u>Component</u>	<u>Responsible Party</u>
a)-38,890 L.F. of 10" PVC pipeline with valves fittings and appurtenances:	
Portion in Saluda Township	Saluda
Portion in Tryon Township	Tryon
b)-Booster Pump and Pressure Reducing Station #1 (Saluda Grade)	All parties
c)-Booster Pump and Pressure Reducing Station #2 (Saluda Grade)	All parties
d)-Booster Pump and Pressure Reducing Station #3 and master meters located at border of Tryon Township and Saluda Township (Saluda Grade)	All parties
e)-85,000 gallon ground storage tank and yard piping	All parties

Formatted: S-O-Subtitle

Formatted: S-O-Body Text, Left, Indent: Left: 0", First line: 0", Right: 0", Space Before: 0 pt, Line spacing: single

Formatted: S-O-Body Text, Left, Indent: Left: 0", First line: 0", Right: 0", Line spacing: single

Formatted: S-O-List Body, Left, Right: 0", Line spacing: single, No bullets or numbering, Tab stops: Not at 1.25"

f)-Booster Pump and Pressure Reducing Station #4 (Tank Site)	All parties
g)-Booster Pump #5, valve and master meter (Hwy 108 Columbus)	All parties
h)-Mountain Water System	Tryon

2.2 Ownership of the components is as set out in the April 2008 Agreement and, pursuant to the terms of that agreement, shall vest after one year in the Responsible Party identified above, provided, however, that:

- a. the parties acknowledge that the Responsible Parties for items b) through g), above, represent a change from the terms set out in the April 2008 Agreement; and
- b. the 85,000 gallon ground storage tank (the "Tank"), the one acre parcel (Polk Co. tax parcel P23-127 in Saluda Township, the "Tank Property") where the Tank is sited; and the yard piping and master meters thereon, which were not addressed in the April 2008 Agreement, are owned equally by the parties and shall remain so unless the parties hereafter undertake a separate written conveyance of any interests therein.

2.3 Subject to the provisions of Section 5.2, below, the boundary of Saluda Township and Tryon Township on Howard Gap Road area shall serve as the boundary between Saluda and Tryon's respective component parts of the new Saluda-Tryon water line.

2-3. Control and Operation of System Components

3.1 The system is capable of sending water in each direction between the parties' municipal water systems, depending on the configuration of valves and the operation of pumps and pressure reducing stations within the system. The system will be operated by the SCADA system installed as part of the Project. This system allows remote monitoring and control of valve, pumps and other component parts of the Project. Computer monitors will be placed in the offices of each party and the operation of the system can be monitored and performed by each. The parties understand, however, that it is imperative that two entities do not attempt to operate the system at the same time. For that reason, as set forth in Section 3.2, below, the parties agree to designate one party as primary operator of the system.

3.2 The parties agree that Tryon will conduct the day to day operation of the SCADA system and water system components which mutually affect the municipal water systems of all parties. If Saluda or Columbus require water or other adjustments to the system they will contact the Tryon System Operator (TSO) and make a request. The TSO will coordinate with the requesting municipality if needed and then activate valves, pumps, etc., to provide water to the requesting party or to make such other adjustments to the system as are necessary. The TSO or his designee will be on 24-hour call to make emergency changes in the system operation. The Columbus Town Manager and the Saluda City Administrator will be given emergency access codes so that they can access the SCADA operating system and make the emergency changes in the system operation if the TSO cannot be reached. They shall immediately notify the TSO, the Tryon Town Manager, and the manager/administrator of the third party hereto of any changes so made.

3.3 The TSO shall control and operate the SCADA system for the Tank and

appurtenances on the Tank Property. However, Saluda shall be responsible for regular visual inspection of the Tank property to determine whether any maintenance is required there.

- 3.4 Operations of the water lines of the system, other than those designated to the TSO above, shall be performed by each party in its respective township. For example, each party shall be responsible for installing water taps and providing water service to customers within its township. The parties may enter separate written agreements between themselves regarding service to specific properties or areas near township boundaries. It is agreed that each party shall continue to provide water service to any customers in another party's township which it was already serving prior to the execution of this Agreement.
- 3.5 The TSO will monitor and control the water pressure in the system. For example, the TSO will not continue to draw water from Saluda to transport to Columbus and Tryon if the Tank is low. The TSO can monitor all tank levels from the SCADA screen. The other two parties can monitor, but cannot change, operations unless there is an emergency and the TSO cannot be reached or is not able to promptly change operations. The parties agree that water will be furnished at reasonably constant, sustainable pressures and delivered through existing mains and bulk water meters. Each party shall be responsible for water pressure to the point of delivery to another party at the master meter.
- 3.5 The TSO will prepare and provide to each party a monthly report detailing system operation and the amount of water bought or sold by each entity.
- 3.6 Joel E. Wood and Associates, L.L.C., has served as the Project Engineer for the design and construction of the Project, and shall continue to serve as Project Engineer so long as there is mutual agreement of Joel E. Wood and Associates, L.L.C., and a simple majority of the parties. The parties further agree that hiring shall be performed by the parties jointly, or by a simple majority of them if there is not unanimity, for contractors for the components of the Project which are the joint responsibilities of all parties.

4 Operation and Maintenance Costs

- 4.1 Operating costs of the system shall be borne as follows:
 - a. The parties shall share equally the cost of maintenance and replacement of each of the booster pumps (#1 - #5) and pressure reducing stations (#1 - #5) identified above, all infrastructure and property located at the Tank Property, and the valve and master meter at booster pump #5 (Highway 108).
 - b. Tryon shall bear the cost of maintaining its mountain watersystem.
 - c. Each party shall bear the cost of maintaining the water lines in its respective township.
 - d. Each party shall bear the operations costs, including, but not limited to electricity costs, of the water system components within its respective township.
 - e. Each party will bear the cost of water loss in its own township, provided, however, that if water loss is attributable directly to the failure of a system component for which all parties bear equal cost responsibility, the cost of such water lost shall be borne by the parties equally. In the event that one party discovers a water loss which it knows or suspects may be subject to this provision of equal contribution by all parties, it shall immediately notify the other parties of the loss.

4.2 If there is an operator error that results in damage to the system, the cost to repair such damage will be considered a normal operating expense and shall be borne as set forth in Section 4.1, above.

5. Water Purchases and Sales

5.1 Each party shall install taps within its own township and shall receive the tap fees and the proceeds of water sales from such taps.

5.2 Notwithstanding Section 5.1, Saluda and Tryon agree that they shall each remit to Columbus \$0.25 for each 1,000 gallons of water sales fees collected for customers tapped, connected, and served by the joint water line in the ~~unincorporated areas of their~~ respective townships until the ~~earlier of respective municipality has remitted remittance~~ to Columbus of a total of \$200,000.00 ~~pursuant to this provision~~ or June 30, 2031, whichever comes first.

5.3 Each party will handle billing for the customers in its service area and shall service such customers' accounts.

5.4 If a party hereto desires to purchase water coming from a non-contiguous water system, and the operator of such system agrees to sell such water, the party or parties having systems in between such buying and selling systems shall purchase and resell such water in order for the water to reach the end purchaser. Thus, for example, if Columbus wishes to purchase water from the City of Hendersonville and Hendersonville consents to such purchase, Saluda shall purchase the water from Hendersonville and resell it to Tryon which shall resell it to Columbus.

5.5 The parties agree that whenever water is passed through one of the parties' water systems to facilitate the purchase and sale of water by other entities, the party serving as the pass-through water system, shall be entitled to charge the purchasing party a mark-up over what the pass-through party pays to acquire such water. The parties acknowledge that this represents a change from the terms of the April 2008 Agreement which said that the parties would not impose surcharges for pass-throughs. The amount of the mark-up shall be negotiated by the affected parties in separate agreements for particular water sales.

5.6 The parties agree that the primary purpose for their joint financing and construction of the system was for each to obtain alternate sources of water for drought relief. Except as provided herein, or in separate written agreements between some or all of the parties, no party shall be obligated to purchase or sell water to any other party. As of the execution of this Agreement, the only existing separate written agreement between any of the parties is that

Formatted: Left

certain Water Purchase Agreement by and between Columbus and Tryon dated January I, 1988, and recorded at Book 247, Page 2191 of the Polk County Registry.

5.7 The parties recognize that, from time to time, because of changes in operation, installation of facilities, emergencies, or other problems, each party may desire to buy water even though it is acting expeditiously to take care of the situation. Under these circumstances, the Columbus Town Manager has authority to make agreements to sell or to buy water on behalf of Columbus, the Saluda City Administrator has authority to make agreements to sell or to buy water on behalf of Saluda, and the Tryon Town Manager has authority to make agreements to sell or to buy water on behalf of Tryon. The authority of the respective manager or administrator to make those agreements applies only to the extent that the manager or administrator of the buyer party finds that the circumstances described in the first sentence of this section apply. No such agreement may authorize the furnishing of water for a period greater than six (6) months.

5.8 If the parties sell water to one another, they shall do so pursuant to this Agreement, provided, however, that price and quantity shall be set forth in a separate agreement. Water sales shall be measured at the master meter located at or near the interconnection point of the buyer and seller's systems. Data from the master meter shall be available to all parties through the SCADA system. The "net balance" is defined as the net amount of water, in gallons, on the last day of the month, supplied from one party to another under this Agreement since the last invoice was paid by either party. Purchases and sales shall be offset against each other in order to calculate the net balance. A party is the Invoicing Party when it has a positive net balance of sold water to the Invoiced Party. The Invoicing Party shall invoice on a monthly basis. The Invoicing Party shall add a late payment fee of one (1.00%) percent per month to the amount due for any payment made more than thirty (30) days after the billing date.

5.9 If a party's water system is serving as a pass-through system for the purchase of water by another party, the intermediate party shall not refuse to participate in the transaction due to an unpaid invoice due to it from the seller. For example, if Columbus seeks to purchase water from Saluda, Tryon shall not refuse to purchase such water from Saluda or to resell it to Columbus due to the status of Saluda's account with Tryon.

6. Water Quality - Treatment, Monitoring and Reporting.

6.1 The seller party shall treat the water being sold to the buyer party so that it meets or exceeds all applicable drinking water standards at the point where the water exits the seller's system. The buyer party shall be responsible for securing and compliance with all necessary Federal and State approvals and shall comply with all applicable Federal and State regulations, laws, orders, statutes, ordinances, codes, and rules relating to the sale and public use of the water supplied and sold by the selling party after it leaves the seller's system.

6.2 Each party agrees to notify the other parties as soon as possible of all emergencies and other conditions which may directly or indirectly affect the quantity or quality of the treated water delivered passing through the system.

7. Water Use Restrictions. During any time that a party has water use restrictions in effect and is supplying water as seller to another party as buyer pursuant to this Agreement, the

seller may request that the buyer impose water use restrictions at least equal to those being imposed by the seller. If the buyer does not comply with such request, the seller may withhold some or all of the amount requested until such restrictions are placed into effect. The water use restrictions referred to in this section include year-round water conservation measures as well as voluntary or mandatory water use restrictions implemented during a water shortage.

8. Miscellaneous

8.1 The Town Managers of Columbus and Tryon and the City ~~Administrator~~ Manager of Saluda shall meet at least quarterly, and more often as needed, to discuss the operations of the Project and to review all matters relating to the Project and this Agreement.

8.2 The provisions of this Agreement may be modified or altered by mutual agreement of the parties hereto, but the same shall be of no force and effect until they shall have been reduced to writing in form complementary to the contents of this Agreement.

8.3 This Agreement is intended for the benefit of the parties and not any other person or entity.

8.4 Unless otherwise stated in this Agreement, all notices referred to in this Agreement shall be in writing and shall be given either by personal delivery, email, fax, or certified United States mail, return receipt requested, addressed as follows:

To Columbus:

Town Manager Town of Columbus

P.O. Box 146

Columbus, North Carolina 28722 The fax number is (828) 894-2797

If the sender uses email, the sender is responsible for ascertaining the name and email address of the then-current manager. At the time of the making of this Agreement, email to the manager is to be addressed to manager@columbusnc.com or alternate robert@columbusnc.com.

To Saluda:

~~City Administrator~~ City Manager

City of Saluda

6 E. Main St.

Saluda, NC 28773

The fax number is (828) 749-2373

If the sender uses email, the sender is responsible for ascertaining the name and email address of the then-current manager. At the time of the making of this Agreement, email to the manager is to be addressed to ew@cityofsaludanc.com or alternate fredbaisden@tds.net fred@cityofsaludanc.com.

To Tryon:

Town Manager Town of Tryon 301 N. Trade St.

Tryon, North Carolina 28782

The fax number is (828) 859-6653

If the sender uses email, the sender is responsible for ascertaining the name and email address of the then-current manager. At the time of the making of this Agreement, email to the manager is to be addressed to tryonmng@tryon-nc.com or alternate joelburrell@hotmail.com.

To Tryon System Operator (TSO):

Greg McCool Town of Tryon 301 N. Trade St.

Tryon, North Carolina 28782

The fax number is (828) 859-2056 Email: wplant@windstream.net

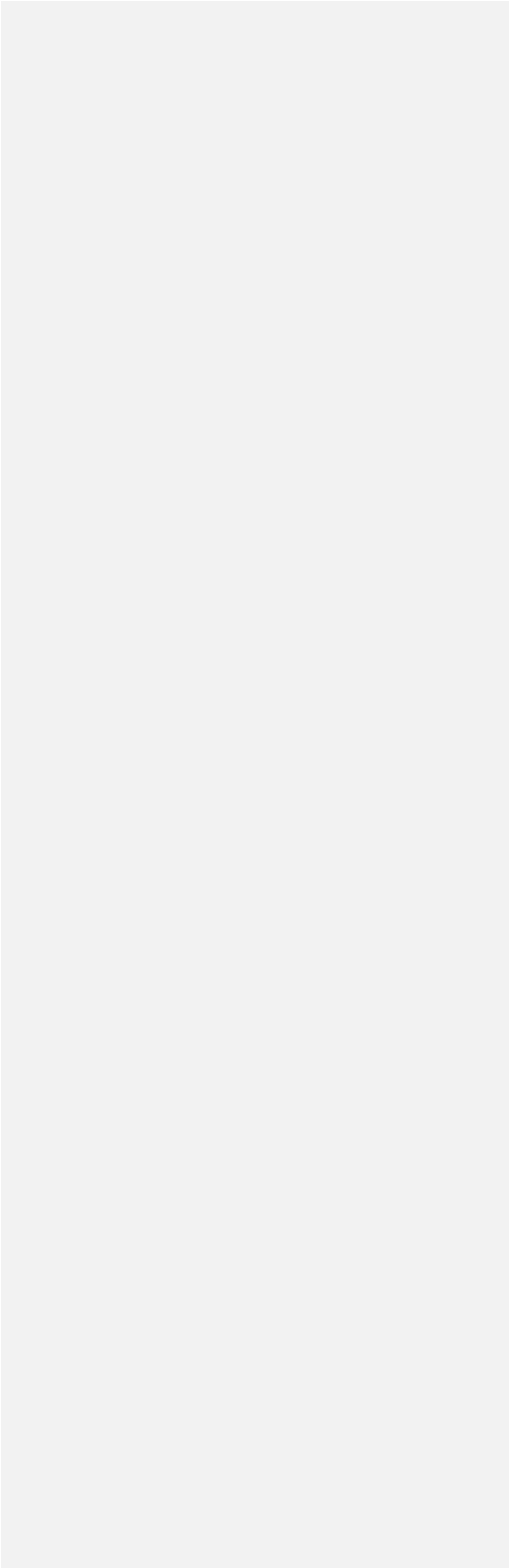
A change of address, fax number, or person to receive notice may be made by a party by notice given to the other parties. A notice shall be deemed given at the time of actual delivery, if it is personally delivered or sent by email or fax, unless the sender's email system or fax indicates that the email or fax was not received. If the notice is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which it is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

8.5 This Agreement is subject to such rules, regulations or laws as may be applicable to similar arrangements in the State of North Carolina, and the parties hereto will collaborate in obtaining such permits, certificates and the like as may be required to comply herewith.

8.6 In the event of any inconsistency between the terms of this Agreement and the terms of the April 2008 Agreement, the terms of this Agreement shall control.

Formatted: S-O-Body Text, Indent: Left: 0", First line: 0", Right: 0"

IN WITNESS WHEREOF, the Participating Governmental Units, by authority duly given, have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.



Adopted this the _____ day of _____, 2020

ATTEST

Tola Mueller, City Clerk

SEAL

Fred Baisden, Mayor

APPROVED AS TO FORM

Jana Berg, City Attorney

Adopted this the ___ day of _____, 2020

ATTEST

Monica Pace, City Clerk

SEAL

Patrick McCool, Mayor

APPROVED AS TO FORM

Lora Baker, City Attorney

Adopted this the ___ day of _____, 2018

ATTEST

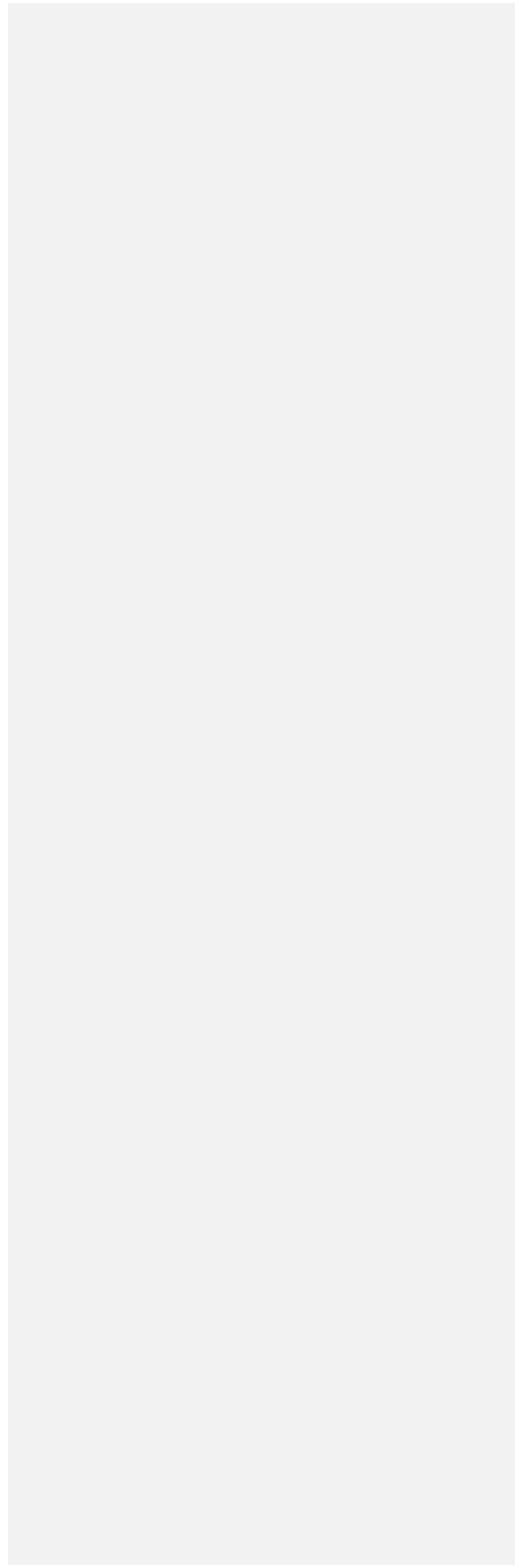
Susan Bell, City Clerk

SEAL

Alan Peoples, Mayor

APPROVED AS TO FORM

William Morgan, City Attorney





**CITY OF SALUDA
TOWN OF TRYON
TOWN OF COLUMBUS
NORTH CAROLINA**

AGREEMENT FOR PROFESSIONAL SERVICES

MAYOR
Fred Baisden
CITY MANAGER
Jonathan Cannon
COMMISSIONERS
Mark Oxtoby
Paul C. Marion
Stan Walker
Leon Morgan

Friday, January 18, 2019

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALUDA, TOWN OF TRYON,
TOWN OF COLUMBUS NORTH CAROLINA, AND _____.**

PROJECT: 2019 - WATER SYSTEM INTERCONNECTION EVALUATION AND ASSESSMENT

OWNER: THE CITY OF SALUDA, TOWN OF TRYON, AND TOWN OF COLUMBUS.

POINT OF CONTACT INFORMATION:

Jonathan Cannon – City Manager
6 E Main Street
Saluda, NC 28773
828-749-2581
citymanager@cityofsaludanc.com

ENGINEER: _____

ENGINEER POINT OF CONTACT INFORMATION:

Name
Address
Phone Number
Email

TABLE OF CONTENTS

Article I. parties and effective date 3

Article II. General recitals..... 3

Article III. AGREEMENT 3

Section 3.01 Description; Scope of Services..... 3

Section 3.02 Engineer’s Responsibilities 3

Section 3.03 Time of Beginning and Completion..... 3

Section 3.04 Personnel 3

Section 3.05 Points of Contact, Notification 4

Section 3.06 Legal Notices..... 4

Section 3.07 Compensation and Payments..... 5

Section 3.08 ITEMS TO BE FURNISHED BY THE CITY 7

Section 3.09 INSURANCE 7

Section 3.10 QUALITY CONTROL PROGRAM..... 8

Section 3.11 OWNERSHIP AND USE OF WORK PRODUCTS 8

Section 3.12 TERMINATION 9

Section 3.13 COVENANTS AND REPRESENTATIONS 11

Section 3.14 INDEMNIFICATION 11

Section 3.15 GENERAL COMPLIANCE WITH LAWS..... 12

Section 3.16 MISCELLANEOUS CONDITIONS 12

Section 3.17 PUBLICITY AND STATEMENTS TO THE PRESS..... 16

Section 1.01 SENSITIVE DOCUMENTS 16

Section 3.18 E-VERIFY 17

Section 3.19 NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL 17

Article I. **PARTIES AND EFFECTIVE DATE**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 (“Effective Date”), by and between the CITY OF SALUDA, TOWN OF TRYON, TOWN OF COLUMBUS North Carolina municipal corporations, hereinafter referred to as the “City”, and, a professional corporation doing business in North Carolina, hereinafter referred to as the “Engineer”.

Article II. **GENERAL RECITALS**

WHEREAS, the City issued a Request for Qualifications;

WHEREAS, the City desires to engage the Engineer to provide professional services as outlined hereinafter upon the terms and conditions as set out herein;

WHEREAS, the City is authorized by the City Council to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Engineer, for consideration hereinafter stipulated, mutually agree that the Engineer shall perform the services provided under this Agreement and shall do, perform and carry out in a satisfactory manner, as determined by the City, the following:

Article III. **AGREEMENT**

SECTION 3.01 DESCRIPTION; SCOPE OF SERVICES

The Engineer has been retained by the City to provide engineering services associated with the Project. A detailed description and scope of services is included in **Exhibit 1** of the Agreement.

SECTION 3.02 ENGINEER’S RESPONSIBILITIES

Upon receipt of a written Notice to Proceed, Engineer shall:

1. Provide for the City professional services to which this Agreement applies;
2. Serve as City’s engineering professional as directed by the City’s Project Manager;
3. Furnish professional consultation and advice and furnish engineering services incidental to the Project;
4. Review available data and consult with City to clarify and define City’s requirements;
5. Obtain that information, conduct those investigations, and undertake other reasonable efforts necessary for the Engineer to become conversant with the philosophy and purpose of the project and to carry out its responsibilities;
6. Provide construction administration services when required; and
7. Identify and analyze requirements of governmental authorities having jurisdiction and assist the City in obtaining required approval from such authorities.

SECTION 3.03 TIME OF BEGINNING AND COMPLETION

This Agreement shall commence on the Effective Date and shall continue in full force until all contract monies have been expensed, unless sooner terminated or extended in accordance with the provisions of this Agreement. Time is of the essence and the Engineer shall begin work immediately following issuance of a written Notice to Proceed. All services shall be completed in accordance with the schedule in **Exhibit 3**.

SECTION 3.04 PERSONNEL

The key personnel listed in the Engineer’s organizational chart **Exhibit 4** shall be assigned to the Project until completion. No changes in Engineer’s key personnel shall be made without prior written approval of the City.

1. Addition, Removal and Replacement of Personnel

The City has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

2. Non-Discrimination

As a condition of entering into this Contract, the Engineer represents and warrants that it will fully comply with all federal and state Non-Discrimination laws.

SECTION 3.05 POINTS OF CONTACT, NOTIFICATION

City's Point of Contact

The City will designate a Project Manager who is authorized to act in the City's behalf with respect to the Project, except as otherwise limited by this Agreement. The Project Manager will examine the documents submitted by the Engineer and will expedite decisions concerning the documents in order to avoid unreasonable delay in the progress of the Engineer's Services. The Project Manager will coordinate all communication between the Engineer and the City unless otherwise specified in writing. The Engineer shall contact the Project Manager prior to all meetings involving City personnel.

The City's Point of Contact and Project Manager is:

Jonathan Cannon – City Manager
City of Saluda
6 E Main Street
Saluda, NC 28773
Phone: 828-749-2581
Email: citymanager@cityofsaludanc.com

Engineer's Point of Contact

The duties of the Engineer's Point of Contact include, but are not limited to:

1. Coordinating Services and the Engineer's resource assignments based on the City's requirements;
2. Providing consultation and advice to the City on matters related to the Services and the Project and acting as a conduit to the Engineer's specialist resources that may be needed to supplement the Engineer's regular staff;
3. Acting as the Engineer's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
4. Facilitating meetings and conferences between the City and the Engineer's staff when scheduled or requested by the City;
5. Communicating among and between the City and the Engineer's staff;
6. Promptly responding to the City's Project Manager when consulted in writing with respect to Service deviation and necessary documentation;
7. Identifying and providing the City with written notice immediately after the Engineer becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement; and
8. Ensuring that adequate quality assurance procedures are in place for the performance of Services.

The Engineer's Point of Contact is:

Name
Company:
Address:
Phone:
Email:

SECTION 3.06 LEGAL NOTICES

Any notice, consent or other formal communication required or contemplated by this Agreement shall be in

writing and shall be delivered in person, by U.S. mail, by overnight courier or by electronic mail to the intended recipient at the address set forth below:

For the City:

City of Saluda City of Saluda City Manager
 6 E Main Street
 Saluda, NC 28773
 Attn: Jonathan Cannon
 Phone: 828-749-2581
 Email: citymanager@cityofsaludanc.com

For the Engineer:

Company:
 Address:
 Attn:
 Phone:
 Email:

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

SECTION 3.07 COMPENSATION AND PAYMENTS

1. Lump Sum Fees

The Engineer shall be compensated on a lump sum basis for the services listed in this Agreement using the fee schedule in Section 3.07 3, provided, however, that the total of payments to the Engineer shall not exceed \$_____.

2. Hourly and Unit Price Basis Allowances

The Engineer shall be compensated for actual work performed on an hourly and unit price basis for the services listed in this Agreement using the fee schedule in Section 3.07 3 and **Exhibit 2**; provided, however, that the total of payments to the Engineer for providing hourly and unit price basis services shall not exceed \$_____.

3. Lump Sum or Unit Price Basis - As complete compensation for the services described in the Agreement, the Engineer will be paid on a lump sum or unit price basis as described below:

Task	Description	LS Fee	Hourly NTE Limit
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$
6		\$	\$
Subtotal		\$	\$
TOTAL		\$	

The Engineer may receive compensation for coordination of professional services by subconsultant(s). The maximum fee for coordination is ten percent (10%) of the fee paid to the subconsultant. Such compensation shall be included within the applicable section of the scope of services. This fee is designed to cover general overhead the Engineer may incur on review and responsibility of the subconsultant's work.

4. Allowance for Additional Services

Additional services shall be performed by the Engineer only after written instructions to do so are received from the City's Project Manager. Compensation for additional services performed shall be in accordance with the hourly and unit price rates set forth in this Agreement and shall not exceed \$ _____.

5. Reimbursable Expenses

Reimbursable expenses shall be limited to the actual expenditures made by the Engineer during the performance of the work. The following items may be considered reimbursable expenses and will be compensated at cost:

- a. Permit fees
 - i. Permit costs and fees paid for securing approval of authorities having jurisdiction over the Project.
- b. Reprographics
 - i. Copying and binding expenses for drawings, specifications, reports and other Project documents not included within the scope of services deliverables only when requested by the City's project manager;
 - ii. Photography as approved by the City's Project Manager; and
 - iii. Renderings and models requested by the City if not specifically included in basic services.
- c. Postage for sending project documents.

6. Summary of Fees and Allowances

The maximum cumulative amount paid to the Engineer pursuant to this Agreement for all services performed and all reimbursable expenses shall not exceed the following:

Lump Sum Fees	\$ _____
Hourly and Unit Price Allowances	\$ _____
Allowance for Additional Services	\$ _____
Reimbursable Expenses	\$ _____
TOTAL MAXIMUM FEES AND ALLOWANCES	\$ _____

7. Invoices

Payment of the fees provided for under this Agreement will be made to the Engineer on a monthly basis upon submission of an invoice stating the nature and quantity of work performed and accompanied by proper supporting documentation as the City may require. Hourly basis fees and reimbursable expenses shall be itemized on each invoice, when applicable. Payments will be made within 30 calendar days of the date of receipt of a correct payment request. A correct payment request is defined as an invoice that indicates only those work items that have been satisfactorily completed and accepted by the City. The Engineer waives the right to payment for all services that are not invoiced to the City within one hundred eighty (180) days after the date on which they have been completed. Final payment to the Engineer will not be made until Record Drawings for the Project have been completed, submitted and approved by the City, if applicable.

Each invoice sent by the Engineer shall detail all services performed and delivered which are necessary to entitle the Engineer to the requested payment under the terms of this Contract.

8. The Engineer shall email all invoices to citymanager@cityofsaludanc.com and

saludafinance@cityofsaludanc.com.

9. Cost Overruns

If it appears during the course of the work that any of the estimated fees and allowances may be exceeded, the Engineer shall immediately notify the City's Project Manager in writing. The estimated fees and allowances shall not be exceeded except by written amendment to this Agreement. Any work performed without prior written approval shall be at the Engineer's expense.

10. Accounting and Auditing

The Engineer shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Engineer or any of his payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Except as otherwise expressly provided herein, records subject to examination do not include those pertaining solely to services compensated on a lump sum basis.

For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the City to the Engineer pursuant to this Agreement.

The City's agent or authorized representative shall have access to the Engineer's facilities and shall be provided an adequate and appropriate work place, in order to conduct audits in compliance herein. The City will give the Engineer reasonable advance notice of planned inspections. If, as the result of an audit hereunder, the Engineer is determined to have charged the City for amounts that are not allocable or verifiable, the Engineer shall promptly reimburse the City for said amount.

SECTION 3.08 ITEMS TO BE FURNISHED BY THE CITY

At the request of the Engineer and in connection with providing the services, the City will furnish the following items and/or services either directly or indirectly to the Engineer at no cost:

1. Access to facilities to perform any inspections required to perform the Scope of Services for the Project.
2. Background information on the Project, including planning, programming, and budgeting documents. The City also will provide applicable City standard specifications, details and other materials listed herein on a timely basis. All such specifications are hereby incorporated into this Agreement by reference.

SECTION 3.09 INSURANCE

The Engineer shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the City and authorized to do business in the State of North Carolina the following insurance:

1. Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 combined single limit each occurrence/aggregate.

2. Commercial General Liability

Bodily injury and property damage liability as shall protect the Engineer and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Engineer, any subcontractor or any person directly or

indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal and advertising injury liability and contractual liability assumed under the indemnity provision of this Agreement.

3. Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

4. Professional Error and Omissions Insurance

5. Professional Liability Insurance

In an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Engineer and/or subconsultant providing such insurance.

The City of Saluda, Tryon and Columbus shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given 30 day written notice of any intent to reduce coverage in any manner or to any extent, or to terminate by either the insured or the insuring company.

If any part of the work under this Agreement is sublet, the subconsultant shall be required to meet all insurance requirements set forth in this Agreement. Nothing contained herein shall relieve the Engineer from meeting all insurance requirements or otherwise being responsible for the subconsultant.

SECTION 3.10 QUALITY CONTROL PROGRAM

The Engineer shall establish and follow a quality control program throughout the Planning and Design process. The Quality Control Program will identify review personnel and describe the procedures to be used to verify, to independently check, and to review all drawings, reports, designs, specifications and other documentation prepared, as well as any function, activity, or task as part of this Agreement. The Quality Control Program will specify the manner for documenting the check and review processes, for recording required procedures, and for verifying work activities. It will provide for internal reviews and will detail the frequency and types of reviews to be conducted for the specific job to ensure compliance with quality standards. Within 30 days after receiving a notice to proceed, the Engineer shall submit a written Quality Control Program, to address all quality assurance/quality control issues in connection with the Project, for review and approval by the City's Project Manager.

Throughout the project development, the Engineer will maintain quality control procedures as covered in the approved Quality Control Program and documentation of the Engineer's internal design reviews for inspection by the City's Project Manager. The City's Project Manager will have the option to review planning and design documents in the Engineer's office periodically to verify that proper quality control procedures are employed in the development process.

SECTION 3.11 OWNERSHIP AND USE OF WORK PRODUCTS

The City shall own title to any and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Agreement (collectively the "Deliverables"). The City may use, transfer, copy and distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Engineer.

1. Ownership

The City acknowledges that the Deliverables are instruments of professional service. The City acknowledges and agrees that the Engineer may retain one copy of each Deliverable and use the Deliverable solely for its internal general reference.

2. Modification or Reuse Risk

Any modification or reuse of the Deliverables by the City without the involvement of the Engineer shall be at the sole risk of the City.

3. Other Items

The Engineer shall cooperate with and provide reasonable assistance to the City as necessary to obtain or enforce any patents, copyrights or other proprietary rights in the Deliverables and to execute all Deliverables necessary to give the City full legal ownership of such Deliverables. The Engineer shall also take all necessary actions to ensure that all employees and approved subcontractors engaged by the Engineer in connection with the Agreement are bound by the terms of this Section. The Engineer shall, as required for the performance under this Agreement and otherwise upon the request of the City or upon expiration or termination of this Agreement, deliver to the City all Deliverables. At the City's option, Deliverables shall also be provided in electronic format. The deliverable shall be compatible with the City's current software applications packages, operating systems and computer hardware.

If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

SECTION 3.12 **TERMINATION**

1. Termination for Convenience

The City may terminate this Agreement for any reason or no reason by giving written notice of termination at least thirty (30) days before the date of termination. The notice shall specify the date upon which such termination becomes effective and the City shall pay the Engineer for Services rendered prior to the effective date of termination.

2. Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- b. The Engineer takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

3. Additional Grounds for Termination by the City

The City may terminate this Agreement immediately by written notice to the Engineer upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Engineer's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- b. The Engineer ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

4. Obligations Upon Expiration Or Termination

Upon expiration or termination of the Agreement, the Engineer shall promptly provide or return to the City:

- a. All Deliverables, in whatever form;
- b. Documentation to evidence completion of matters covered by this Agreement and setting forth progress in developing the Deliverables to the date of termination; and
- c. All equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the City in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

Upon the request of the City, the Engineer agrees to provide reasonable assistance and cooperation to the City and City contractors for a period of up to twelve (12) months after expiration or termination of this Agreement at its then-current rates.

5. No Effect On Taxes, Fees, Charges Or Reports

Any termination of this Agreement shall not relieve the Engineer of the obligation to pay any fees, taxes, or other charges then due to the City, nor relieve the Engineer of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination nor relieve the Engineer from any claim for damages previously accrued or then accruing against the Engineer.

6. Substitute Performance

In the event the Engineer fails to perform any part of the Scope of Services within the time frame set forth in this Agreement without good cause, then, without limiting any other remedies available to the City, the City may take either or both of the following actions:

- a. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Engineer is again able to carry out operations under this Agreement; and
- b. Deduct any and all operating expenses incurred by the City from any money then due or to become due the Engineer and, should the City's cost of continuing the operation exceed the amount due the Engineer, collect the amount due from the Engineer.

7. Cancellation Of Orders And Subcontracts

In the event this Agreement is terminated by the City for any reason, the Engineer shall upon the effective date of termination (unless the City's notice of termination directs otherwise), immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts which are chargeable to this Agreement. As soon as reasonable after receipt of notice of termination, the Engineer shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination.

8. Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

9. Authority to Terminate

The City Managers of Saluda, Tryon and Columbus jointly will have authority, without the necessity of further action by City Council, to terminate this Agreement on behalf of the City.

SECTION 3.13 COVENANTS AND REPRESENTATIONS

1. The Engineer covenants and represents that it shall exercise a customary degree of care and diligence in performing all services under this Agreement. The Engineer shall render services under this Agreement in accordance with the customary professional standards prevailing in the Polk County area.
2. The Engineer further covenants and represents that;
 - a. the services performed by it under this Agreement do not violate any contracts with third parties or any third party rights in any patent, trademark, copyright, trade secret or similar right,
 - b. that the services performed hereunder shall be performed in a professional manner and by qualified staff and shall satisfy the requirements set forth in this Agreement, and
 - c. that it has sufficient expertise and resources to perform under this Agreement.
3. The Engineer further represents and covenants that:
 - a. It is validly existing and in good standing under the laws of North Carolina;
 - b. It has all the requisite power and/or authority to execute, deliver and perform its obligations under this Agreement;
 - c. The execution, delivery, and performance of this Agreement have been duly authorized by the Engineer;
 - d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
 - e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.
4. Any defective designs, specifications, plats or surveys furnished by the Engineer and any failure of any services performed by the Engineer to comply with any requirements set forth in this Agreement shall be promptly corrected by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for all or any part of the Engineer's services or of the Project itself shall in no way alter the Engineer's obligations or the City's rights under this Agreement.

SECTION 3.14 INDEMNIFICATION

To the fullest extent permitted by law, the Engineer shall indemnify, and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees and costs of defense) that arise directly or indirectly from:

1. Any negligent act(s), error(s) or omission(s) or willful misconduct by the Engineer or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
2. Any claims by any persons or entities supplying labor or material to the Engineer in connection with the performance of the Engineer's obligations under this Agreement.

SECTION 3.15 GENERAL COMPLIANCE WITH LAWS

The Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the project, the Engineer is unable to comply with such Regulations, the Engineer shall exercise usual and customary professional care in the in complying with such conflicting Regulations.

The Engineer further agrees that it will at all times during the term of this Agreement be in compliance with all applicable Federal, State and/or local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FSLA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

SECTION 3.16 MISCELLANEOUS CONDITIONS

1. Relationship Of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other, unless expressly authorized in writing by the City for the performance of specific tasks by the Engineer.

2. Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals (prior agreements), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement. In the event of conflict between the terms and conditions of this Agreement and the purchase orders associated with this Agreement, the terms and conditions of this Agreement shall govern.

3. Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

4. Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Polk County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state court sitting in Polk County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

5. Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

6. Delays and Extensions

Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved.

7. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligation pursuant to the Contracts, and such failure or delay shall not be deemed a default of the Contracts or grounds for termination hereunder if all of the following conditions are satisfied:

- a. If such failure or delay could not have been prevented by reasonable precautions;
- b. If such failure or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event, which satisfies all of the conditions set forth above, shall be referred to as a "Force Majeure Event". Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations, which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within ten (10) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, Saluda, Tryon and Columbus shall have the right to terminate the Contract(s) by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.

8. Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

9. Approvals

All approvals or consents required under this Agreement must be in writing. Electronic documents shall have the same validity as physical documents.

10. Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or

be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

11. Interest of the Parties

The Engineer covenants that its officers, employees, shareholders and subconsultants have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

12. Taxes

The Engineer shall pay all applicable Federal, State and local taxes that may be chargeable against the performance of the Services.

13. No Bribery or Lobby

The Engineer certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this Agreement.

14. Change In Control

In the event of a change in "Control" of the Engineer (as defined below), the City shall have the option of terminating this Agreement by written notice to the Engineer. The Engineer shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Engineer; or
- b. The power to direct or cause the direction of the management and policies of the Engineer whether through the ownership of voting securities, by contract or otherwise.

15. Subcontracting

Should the Engineer choose to subcontract, the Engineer shall remain fully responsible for performance of all obligations that it is required to perform under this Agreement. Any subcontract entered into by the Engineer in connection with the Project shall name the City as a third party beneficiary.

16. City Not Liable for Delays

Except as expressly provided in this Agreement, the City shall not be liable to the Engineer, its agents, representatives or subconsultants for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

17. Survival of Provisions

All definitions and express representations and indemnifications included in this Agreement will survive its completion or termination. Those sections of this Agreement including Exhibits that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

18. Endorsement of Documents

The Engineer shall sign and seal, or shall cause to be signed and sealed, with the appropriate North Carolina Professional Seal, all plans, specifications, calculations, reports, plats, and construction documents prepared by the Engineer under this Agreement.

19. Reliance on City-Furnished Information

In response to reasonable requests by the Engineer, the City will endeavor to provide to the Engineer all information in the possession of Saluda, Tryon and Columbus reasonably related to the Scope of Services. Except as otherwise expressly stated herein, the Engineer may reasonably rely upon the accuracy, timeliness and completeness of such information provided by the City, unless the Engineer knew or should have known that such information was not accurate or complete.

20. Access to Facilities

The City will make its facilities reasonably accessible to the Engineer as required for the Engineer's performance of its services under this Agreement. Except as otherwise expressly stated herein, the City will perform at no cost to the Engineer such tests of equipment, machinery, pipelines, and other components of the City's facilities as may be reasonably required in connection with the Engineer's services under this Agreement.

21. Advertisements, Permits and Access

Except as expressly stated herein, the City will obtain, arrange, and pay for all advertisements for bids, permits and licenses required by applicable law, and all land, easements and access thereto necessary for the Engineer to perform its services under this Agreement.

22. Opinions and Estimates

The Engineer's opinions, estimates, projections, or other forecast of future costs or revenues shall be made on the basis of available information and the Engineer's expertise and qualifications as a professional. The Engineer does not warrant or guarantee that its opinions, estimates, projections or other forecasts of future costs or revenues will not vary from the actual costs or revenues

23. Construction Procedures

Engineer's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Engineer shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Further, Engineer shall not be responsible for the acts or omissions of the contractor or other parties on the project.

24. Litigation Support

In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Engineer is not a party, City shall reimburse Engineer for reasonable costs in responding and compensate Engineer at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

25. Utility Location

If underground sampling/testing is to be performed, Engineer shall contact a local utility locating service to make arrangements for all utilities to determine the location of all underground utilities. In addition, City shall notify Engineer of the presence and location of any underground objects and City facilities known to Saluda, Tryon and Columbus and located on the City's property which are not the responsibility of private/public utilities. Engineer shall take reasonable precautions to avoid damaging underground utilities and objects that are properly marked. The City agrees to waive any claim against Engineer arising from or caused by Engineer's damaging of City property, which the City failed to identify prior to beginning the underground sampling/testing.

26. Hazardous Materials

City represents that, to the best of its knowledge and belief, it has disclosed to Engineer the existence of hazardous materials known to Saluda, Tryon and Columbus including but not limited to asbestos, PCB's, petroleum, hazardous waste, hazardous biological matter or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. As a result of entering into this agreement, Engineer is not and shall not be considered (i) the owner of material, substances, or wastes noted in the Scope of Work; (ii) the operator of a waste management facility; (iii) the generator, storer, or disposer of hazardous or solid waste; (iv) to have arranged for the transportation or disposal of any wastes, pollutants, or contaminants by virtue of the performance of Engineer's services under this Agreement or anything contained herein, as those terms are used in the Resource Conservation and Recovery Act ("RCRA"), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA"), as amended, or any other federal, state statute or regulation governing the treatment, transportation, storage, or disposal of substances, materials or wastes. If Engineer's services hereunder cannot be performed because of the existence of undisclosed hazardous materials, Engineer shall be entitled to terminate this Agreement for cause on 7 days written notice.

27. Non-Appropriation of Funds

If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

SECTION 3.17 PUBLICITY AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Engineer or its agents or representatives shall limit the identification or reference to this Agreement to the general physical description and location of the approved final design/product of the Project. Descriptions of conceptual or alternative designs/products considered for the Project shall not be included in advertising, sales or other materials. As a condition of entering into this Agreement, the Engineer further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the City's judgment likely to cast doubt on the competence or integrity of the City or Engineer. Failure to comply with this Article by the Engineer shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.

Section 1.01 SENSITIVE DOCUMENTS

All or substantial portions of the following documents may not be considered to be public records pursuant to applicable provisions of North Carolina law: Engineer's work product under this Agreement; and all plans, drawings and other documents containing security plans and arrangements and/or detailed plans and drawings of any facility of the City.

Such work product, security arrangements, and/or detailed plans and drawings are herein referenced as *Sensitive Document(s)*. Without limiting the foregoing, it is expressly understood and agreed that *Sensitive Document(s)* is not limited to documents related to this Agreement and includes any and all documents herein described concerning any facility of the City regardless of the type of facility and regardless of the manner in which the Engineer acquired possession of such documents. The City retains sole authority and discretion to determine whether all or any portion of any Sensitive Document is a public record pursuant to applicable provisions of North Carolina law. Under no circumstances will the Engineer provide the original or copy of any portion of any Sensitive Document (without regard to the status of such Sensitive Document as in preliminary, draft or final form) to any person or entity unless directed by the City or unless reasonably

necessary to satisfy Engineer’s obligations pursuant to this Agreement. The Engineer will maintain and implement such rules and procedures governing the conduct of its officers, employees, agents and subcontractors and the maintenance, handling and use of Sensitive Documents as may be reasonably necessary to prevent the release of any Sensitive Document in violation of this provision. Such rules and procedures will be subject to review by the City and such changes as the City determines to be reasonably necessary, including without limitation maintaining a log identifying any Sensitive Document provided to any person or entity that includes at a minimum, identification of the Sensitive Document provided, name of person releasing the Sensitive Document, name of person receiving the Sensitive Document, State Driver’s License number of person receiving Sensitive Document, reason for releasing Sensitive Document, and date Sensitive Document released. Without exception, every person or entity receiving a Sensitive Document must agree not to copy or release such Sensitive Document to any other person or entity, unless otherwise approved by the City in writing. Such log need not include the release of any document to an officer or employee of the Engineer or to any employee of the City. A violation of any provision of this section is a serious violation of this Agreement and will be the basis for immediate termination of this Agreement for cause, notwithstanding any other provision of this Agreement to the contrary.

SECTION 3.18E-VERIFY

Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Engineer utilizes a subconsultant, Engineer shall require the subconsultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

SECTION 3.19NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL

Engineer certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Engineer further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Engineer appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.

THIS AGREEMENT, entered into as of the day and year first written above for Professional Services.

ATTEST CITY OF SALUDA

Tola Ellis, City Clerk – City of Saluda

SEAL

Fred Baisden, Mayor

APPROVED AS TO FORM

Jana Berg, City Attorney

ATTEST TOWN OF TRYON

_____, City Clerk – Town of Tryon

SEAL

_____, Mayor

APPROVED AS TO FORM

_____, City Attorney

ATTEST TOWN OF COLUMBUS

_____, City Clerk – Town of Columbus

SEAL

_____, Mayor

APPROVED AS TO FORM

_____, City Attorney

ATTEST COMPANY

_____, Company Clerk

SEAL IF APPLICABLE

_____, Title

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

By: _____

Date: _____

By: _____

By: _____

Finance Officers for Saluda, Tryon, and Columbus

Date: _____

Date: _____

EXHIBIT 1 SCOPE OF SERVICES

EXHIBIT 2 HOURLY RATE / COMPENSATION SCHEDULE

EXHIBIT 3 SCHEDULE

EXHIBIT 4 PROJECT TEAM

EXHIBIT 5 E-VERIFY CERTIFICATION

Project: _____

This E-Verify Certification is provided to the City of Saluda, Tryon and Columbus (the “City”) by the company signing below (“Company”) as a prerequisite to the City considering Company for award of a City contract (the “Contract”).

1. Company understands that:
 - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of newly hired employees pursuant to federal law, as modified from time to time.
 - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of newly hired employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the “E-Verify Requirements”). Section 126-7.1 of the North Carolina General Statutes requires state agencies to verify their employees’ work statuses through E-Verify.
 - c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for the Contract, Company certifies that:
 - a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company has complied and will comply with the E-Verify Requirements with respect to Company employees working in North Carolina; and
 - b. Regardless of how many employees Company has working in North Carolina; Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina complies with the E-Verify Requirements.
3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Only in the manner and to the extent permitted by the North Carolina Tort Claims Act, N.C.G.S. § 143-291, et seq., and without waiver of its sovereign immunity, company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses obligations, duties, fines and penalties (collectively “Losses”) arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Name of Company

Signature of Company's Authorized Official

Date

Print Name

Title

EXHIBIT 6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Project:

Company: _____

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Print Name Signature

Title Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

Print Name Signature

Title Date

EXHIBIT 7 BYRD ANTI-LOBBYING CERTIFICATION

Project: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

____ (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Print Name

Address

Authorized Signature

City / State / Zip

Date

EXHIBIT 8 (ATTACH INSURANCE CERTIFICATE HERE)

Agenda Item Summary Sheet



Meeting Date: 2/18/2020	Agenda Item Number: 7
Submitted By: Zach Ollis	
Attachments: CIP Draft Document	

Topic: CIP Discussion

Requested/Recommended Action & Motion: Please vote to approve/deny

Summary Explanation & Background: We have asked Withers & Ravenel to update our CIP to include the Dam inspection and a placeholder for possible improvement costs. We hope to have these materials available for you by the scheduled meeting time. After discussion, we can consider calling for public hearing. The public hearing is not required but could help encourage participation in discussion of rates.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:

Agenda Item Summary Sheet



Meeting Date: 2/18/2020	Agenda Item Number: 8
Submitted By: Zach Ollis	
Attachments:	

Topic: Saluda Land Trust

Requested/Recommended Action & Motion: Please vote to approve/deny

Summary Explanation & Background: Attached is a copy of a possible lease between the Town of Tryon and the Saluda Land Trust for 40+/- acres of wooded land at the convergence of Joel's Creek and the North Pacolet River. This land has been managed by the Saluda Land Trust for the past 10 years.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:
--

Saluda Community Land Trust, Inc.

PO Box 732 Saluda, NC 28773

(828) 749-1560 • info@saludaclt.org • www.saludaclt.org

To whom it May Concern:

The original Lease Agreement between the Town of Tryon and Saluda Community Land Trust, for the 40 +/- acres of wooded land at the convergence of Joel's Creek and the North Pacolet River, was written by Bailey Nager.

Mr. Nager was acting as Tryon's legal counsel at the time. The reason the Lease Agreement to Saluda Community Land Trust was written for slightly less than ten years has to do with a NC State law: municipalities must offer any lease or sale of land for 10 years or more to the general public. If the lease is for less than ten years, it does not have to offered to the public.

Since Tryon town officials really do want their properties to be of benefit to the general public, they decided to write the Lease Agreement for slightly less than 10 years.

Yours truly, Elizabeth Burdett

STATE OF NORTH CAROLINA

LEASE

COUNTIES OF HENDERSON AND POLK

THIS LEASE is made and entered into this ----- day of _____, 2020 by and between the TOWN OF TRYON, a municipal corporation and body politic of the State of North Carolina ("Lessor") and the Saluda Community Land Trust, Inc., a North Carolina non-profit corporation ("Lessee").

IN CONSIDERATION of the rent described below and the mutual promises made to each other, Lessor leases and rents to Lessee and Lessee does hereby lease and rent from Lessor the Premises more particularly described below in accordance with the following terms and conditions:

1. Premises: Located partly in the Township of Saluda, County of Polk, State of North Carolina, and partly in the Green River Township, County of Henderson, State of North Carolina, being the 39.99 acres, more or less, described in Deed Book 110, Page 66, of the Polk County Registry, and more particularly described on the map recorded in Card File E, Page 2297, of the Polk County Registry.

2. Term: This Lease shall commence on _____, 2020 and end on _____, 2029.

3. Rent: As rent for the Premises, Lessee shall pay to Lessor the sum of ten dollars (\$10.00) which shall be due at the commencement of the lease period.

4. Use: Lessee shall use and occupy the Premises to construct and maintain a nature trail on the Premises, for public use of the nature trail, and for no other purposes. There will be no significant construction materials added to the Premises, nor will any be taken away. Other than for the construction and maintenance of the nature trail, Lessee shall leave the Premises in a natural state.

If a dispute arises between the parties concerning the consistency of any use or activity on the Premises with the terms of this Lease, Lessee shall not proceed with that use or activity pending the resolution of the dispute.

5. Signage. There will be no signage denoting ownership or leasehold rights in the Premises, or any public announcement about the trail, until trail construction is complete and has been approved by Lessor's Town Manager. Lessor's Town Manager shall approve all signage for the Premises before it is installed.

6. Insurance. Throughout the term of this Lease, Lessee shall maintain a commercial general liability insurance policy, from a company licensed and duly authorized to do business in the State of North Carolina, with an each occurrence limit of not less than \$1,000,000.00 covering claims of bodily injury and property damage occurring on the Premises. Said policy shall cover activities on the Premises of Lessee's members, volunteer, representatives and assigns working on their behalf, for all aspects of designing, constructing and maintaining the proposed trail and for members of the public using the trail. Said policy shall name Lessor as an additional insured. Lessee shall provide to Lessor at least annually a certificate of insurance evidencing Lessee's insurance, and Lessee shall notify Lessor immediately if Lessee's insurance lapses or expires for any reason.

7. Liability of Parties.

a. Except where caused by Lessor's actionable acts of negligence, Lessor shall not be liable for any personal injury to Lessee, its invitees, agents, employees, or guests, including members of the public, on any part of the Premises or for any damage to any property of Lessee, its invitees, agents or employees, or guests on any part of the Premises.

b. Lessee agrees, during the term of this Lease, to indemnify and hold harmless Lessor against and from any and all claims, damages, costs and expenses, including reasonable attorney fees, sustained or claimed to have been sustained by any person or persons or property in, upon or about the Premises, unless the same were sustained due to Lessor's actionable acts of negligence.

8. Assignment or Subletting: Lessee shall not assign this lease or sublet any part of the Premises without the prior written consent of Lessor.

9. Repossession: Lessee agrees that if default shall be made in the performance by Lessee of any agreement, covenant or stipulation herein contained to be performed by Lessee, and if such default or nonperformance shall continue for thirty (30) days after notice thereof in writing has been given by Lessor to Lessee, then it shall be lawful for Lessor, at any time thereafter, without waiving any rights against Lessee, to enter upon

Witness my hand and notarial seal this the 24 day of January, 2020 any
d
ment or
ease



the laws

11. Binding Effect: This Lease shall be binding upon Lessor, its heirs, successors in title

and assigns, and Lessee, its successors, successors in title, and permitted assigns.

12. Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have entered this lease agreement the day and year first above written

(CORPORATE SEAL)

TOWN OF TRYON

ATTEST:

Mayor

Town Clerk

SALUDA COMMUNITY LAND TRUST, INC

BY: _____
Secretary

President

STATE OF NORTH CAROLINA
COUNTY OF POLK

I, a Notary Public for the above referenced County and State, do hereby certify that _____ did personally appear before me and acknowledges she is Town Clerk of the Town of Tryon, North Carolina, and by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by the Town Clerk.

Witness my hand and notarial seal this the _____ day of _____, 2020.

Notary Public

Notary's Printed or Typed Name

My commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF POLK

I, a Notary Public for the above referenced County and State, do hereby certify that _____ did personally appear before me and acknowledges she is Town Clerk of the Town of Tryon, North Carolina, and by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by the Town Clerk.

Witness my hand and notarial seal this the _____ day of _____, 2020.

Notary Public

Notary's Printed or Typed Name

 Commission expires: _____

Agenda Item Summary Sheet



Meeting Date: 2/18/2020	Agenda Item Number: 11
Submitted By: Zach Ollis, Town Manager	
Attachments: None	

Topic: Town Manager's Report, Department Head Update, Town Project Prioritization, and Citizen Input

Requested/Recommended Action & Motion: No action is required of Council; however, you may choose to provide direction to Staff regarding topics presented.

Summary Explanation & Background: The following will be discussed:

COMPLETED

- Clean up at Stotts Ford after flooding
- Sidewalk repairs on maple
- Multiple water breaks repaired
- Fountain at plaza repaired
- Preplanned problematic area for more effective response during flooding
- TFD had 20+ calls directly related to the storms
- Chief Waters was voted Vice President of the Local Emergency Planning Committee for Polk County
- TFD performed water and rope rescue training in advance
- TFD has ISO State inspection coming up in June
- Preparations for ISO include detailed inspections of fire apparatus, breathing apparatus, firefighter PPE, and our water system
- Several members of TFD will be completing EMT training within the coming weeks
- Met with the State regarding the ABC store, purchasing, and deputy finance officer status for Heather
- Ordered parts for BRAG use at Melrose Mtn Rock Climbing Park
- Adjusted BRHJA and HFBS agreement with input and delivered to HFBS
- Spoke with SC DHEC regarding Lake Lanier Dam
- Met with Cranston Engineering regarding lake levels and dropping methods
- Spoke with the State regarding Braewick line
- Spoke with Withers & Ravenel regarding CIP, Melrose Sewer issue, and alum pond
- Rogers Park prepped for multiple events
- Continuous maintenance of cemetery
- Brush removal
- Leaf pickup
- Performed extra side mowing in trouble spots
- Sidewalk inspections
- Removed debris from multiple fallen trees
- Clear overhanging brush in roadways
- Leaf schedule still on time

Agenda Item Summary Sheet



- Weedeat downtown
- Leaf management at Town Hall and TFD
- Police continue picked up patrol at Roseland Community Center, TFAC due to construction, and Harmon Field
- Police continued additional patrol on Peak, Howard, Jervey, and Melrose for speeding
- Police initiated patrolling stop signs at Melrose per your request
- Police continue night checks
- Fire department inspected hydrants again
- Established new approval for .gov address as requirements changed
- Researching noise ordinances
- Ordered directional signs for Eastside
- Met with leadership of TDDA regarding future of assoc
- Met with Habitat for Humanity regarding streamline of zoning process
- Coordinate with the TDB regarding multiple articles
- Coordinated taking care of TDDA needs for 4th Friday
- Inspected Dallara Project
- Spoke with engineers regarding CIP, Water resources, dam inspection, mountain lines
- Community engagement projects
- Tourism and Harmon Field Board meetings
- Planning Board meetings, Budget meeting, Cemetery meeting, Eastside Meeting, Harmon Field Meeting, Tourism Meeting
- Investigating uses for plot at beginning of East Howard and discussing with Eastside

IN TRANSITION (TOWN)

- Installing rails at New Market and Bryant Park
- Hand reading meters to double check for accuracy
- Rails project
- Replace fountain pump
- Reviewing strategic plan
- Securing contractor for thermopaint in front of Plaza
- Still working to manage brush removal in town
- Sidewalk repairs throughout town
- Speedbump replacement on Whitney
- Signage for rose garden
- Spraying around town
- Sidewalk improvements on Whitney
- Sidewalk replacement on Maple
- Sidewalk improvements on Melrose
- Searching for more spots to fix on creek at E. Howard
- Various street signs ordered and will be place as soon as possible
- Sign straightening as needed
- Other as needed

THANKS

OTHER AS NEEDED