



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

MINUTES REGULAR MEETING Mars Hill Town Hall – Conference Room November 4, 2019 at 6:00 p.m.

The Town of Mars Hill Mayor and Board of Aldermen met in regular session on Monday, November 4, 2019 at 6:00 p.m. in the Mars Hill Town Hall.

MEMBERS PRESENT: Mayor John Chandler; Aldermen Larry Davis Nicholas (Nick) Honeycutt, Stuart Jolley, and Robert W. (Bob) Zink

STAFF PRESENT: Nathan R. Bennett, Town Manager; Jamie Stokes, Town Attorney

OTHERS PRESENT: Bill Downey

Call to Order

The meeting was called to order by Mayor John Chandler. Mayor Chandler welcomed those in attendance.

Approval of the Agenda

Mayor Chandler asked the Board to review the proposed agenda for approval. Upon review of the agenda, Mayor Chandler called for a motion. Alderman Nick Honeycutt made a motion that the agenda be approved as presented. Alderman Larry Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the agenda was approved unanimously. (Attachment A)

Approval of Minutes

Mayor Chandler then asked the Board to review the minutes of the regular meeting held on October 7, 2019. There being no modifications to the minutes, Alderman Bob Zink made a motion that the minutes for October 7, 2019 be approved as presented by management. Alderman Honeycutt seconded the motion. Upon a call for a vote on the motion by the Mayor, the minutes were approved unanimously.

Town Manager Report – Nathan Bennett, Town Manager

Mayor Chandler then recognized Mr. Bennett to provide the Town Manager Report.

ORDINANCE – Temporary Road Closure – Christmas Parade

Mr. Bennett advised the Board that the Town is required by the N.C. Department of Transportation to adopt an ordinance when closing a state road for special events as part of the permitting process. Mr. Bennett presented the draft ordinance to temporarily close portions of NC 213/Cascade Street, North Main Street and Bailey Street Quality during the Christmas Parade on December 7, 2019. Upon review and discussion of the proposed ordinance by the Board, Mayor Chandler called for a motion. Alderman Honeycutt made a motion to approve the ordinance titled “**An Ordinance Declaring a Road Closure for the Mars Hill Christmas Parade**” as presented. Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously. (Attachment B)

N. Main Business District Waterline Engineering Proposal

Mr. Bennett next presented an engineering proposal to address a water line issue along the North Main Street business district. There are multiple issues to be addressed by this proposal: 1. Remove existing water meters from the interior of several of those privately owned buildings to the exterior of the building so town staff will have access to them; 2. Provide water service to two of the buildings now under new ownership with an upgraded service to one and a new service connection for the other; and, 3. Resurface Ally Street which is currently needed. The proposal from McGill Associates addresses the full scope of service requested for this project and is presented in separate tasks including surveying of the existing utility service, engineering design and permitting, bidding and award, and construction observation and administration. Preliminary opinion of the project costs is \$58,600 for construction and \$25,900 for engineering, design and construction management services. In response to a question if this project could be grant funded, Mr. Bennett advised that grant funding is being sought but this type of project is difficult to fund with grant dollars as it is not related to job creation. Upon completion of discussion by the Board, Mayor Chandler called for a motion. Alderman Davis made a motion to authorize the Town Manager to execute the Consulting Services Agreement and Proposal for Professional Services as presented by McGill Associates on October 7, 2019. Alderman Honeycutt seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously. (Attachment C)

General Update

Mr. Bennett provided the Board with a status report on capital projects that are underway as well as a summary of various town activities. Mr. Bennett provided the Board a list of special events that may be of interest to the Board. Mr. Bennett updated the Board regarding the vacancy left by the resignation of the fire chief. Mr. Bennett advised the Board that interviews were held today for the deputy fire chief position and that an offer to the successful candidate would be made this week.

Old Business

The Mayor then moved to address Old Business.

Christmas Parade. Mr. Bennett advised the Board that the Christmas Parade is getting organized and will be held Saturday, December 7, 2019 at 11:00 a.m. Applications to participate in the parade are

available in the town administrative offices and on the town's website. We have had a good response from the community.

No additional old business.

New Business

The Mayor then moved to address New Business.

Firemen's Relief Fund

Mr. Bennett advised the Board that Mr. Bill Zink, Treasurer of the Mars Hill Fire Department Firemen's Relief Fund, has informed him that the State has requested the appointing authority to review its appointees to the Relief Fund Board of Directors and confirm that they are to continue serving in their capacity. The Town has two appointees to the Firemen's Relief Fund Board, Mayor Chandler and Mr. Grady Worley. The consensus of the Board being these members are satisfactory and they shall continue to serve as the representatives of the Town on the Firemen's Relief Fund Board of Directors.

Parks and Recreation Committee

Mr. Bennett advised the Board that there has been some discussion to add members to the Parks and Recreation Committee that provides an advisory role to the Town on recreation matters. Darhyl Boone served on the Board while town manager but was not a formal member. It would be good to have Mr. Boone on the committee given his knowledge of the subject matter and his desire to continue serving our community. Mr. Bennett advised the Board that a formal vote to affirm the formal appointment of the committee would also be appropriate at this time. Mayor Chandler made a motion to appoint Darhyl Boone to the Mars Hill Parks and Recreation Committee and also affirm the creation and actions heretofore of the Mars Hill Parks and Recreation Committee with the following members: Darhyl Boone, Ryan Bell, Faye Chandler, Lee Hoffman, Will Hoffman, Nick Honeycutt, Stuart Jolley and Bruce Murray. Alderman Zink seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously.

There was no additional new business.

Public Comment

There were no public comments.

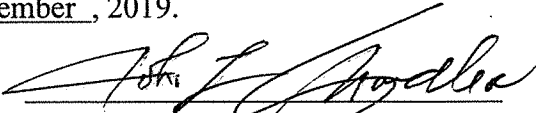
Closed Session (Pursuant to N.C.G.S. 143-318.11(a)(6))

No closed session needed.


Adjourn

There being no further business before the Board, Mayor Chandler called for a motion to adjourn. Alderman Zink made a motion to adjourn, Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to adjourn was unanimously approved.

Approved and authenticated this the 2nd day of December, 2019.


John L. Chandler, Mayor

ATTEST:


Nathan R. Bennett,
Town Manager



ATTACHMENT A



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
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AGENDA

REGULAR MEETING

Mars Hill Town Hall Conference Room

November 4, 2019 at 6:00 p.m.

1. Call to Order – *Mayor John L. Chandler*
2. Approval of Agenda
3. Approval of Minutes: October 7, 2019 meeting
4. Town Manager Report – *Nathan Bennett, Town Manager*
 - a. **ORDINANCE** – Temporary Road Closure – Christmas Parade
 - b. N. Main Business District Waterline Engineering Proposal
 - c. General Update
5. Old Business
 - a. Christmas Parade – December 7, 2019 at 11:00 a.m.
6. New Business
 - a. Firemen’s Relief Fund – Board Appointments (Chandler and Worley seats)
 - b. Parks and Recreation Committee
7. Public Comment
8. Closed Session (*Pursuant to N.C.G.S. 143-318.11 – if needed*)
9. Adjourn



Town of Mars Hill

ORDINANCE # 249

**AN ORDINANCE DECLARING A ROAD CLOSURE
FOR THE MARS HILL CHRISTMAS PARADE**

WHEREAS, the Town of Mars Hill Mayor and Board of Aldermen acknowledge the community impact and pleasure to its citizens experienced at the annual Christmas Parade; and

WHEREAS, the Town of Mars Hill Mayor and Board of Aldermen acknowledge citizens and businesses realize a financial and societal benefit from the annual Christmas Parade; and


WHEREAS, the Town of Mars Hill Mayor and Board of Aldermen acknowledge that the Christmas Parade event requires approximately 30 minutes to install signage and traffic control devices, and requires approximately 30 minutes for removing signage, traffic control devices and litter.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF MARS HILL THE FOLLOWING:

1. That pursuant to the authority granted by N.C.G.S. 20-169 that a temporary road closure is hereby declared during the day and time set forth below on the following described portion of State Highway System routes and Town streets.
2. **Date:** Saturday, December 7, 2019
3. **Time:** 10:30 a.m. to 12:30 p.m.
4. **Route Description:** From Athletic Street, following NC 213/Cascade Street to North Main Street SR 1609) to Bailey Street (SR 1355) and return to Athletic Street, all within the Town of Mars Hill, North Carolina.
5. This ordinance shall become effective when signs are erected giving notice of the limits and times of the event and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

ADOPTED this the 4th day of November, 2019 by the Town of Mars Hill Mayor and Board of Aldermen.

Attest:


STUART L. JOLLEY,
Town Clerk




JOHN L. CHANDLER,
Mayor

ATTACHMENT C

PRELIMINARY OPINION OF PROBABLE COST DOWNTOWN WATER SYSTEM IMPROVEMENTS TOWN OF MARS HILL NOVEMBER 2019

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL
1	Mobilization (3.0%)	1	LS	3%	\$1,800
2	6" DIP Water Main	250	LF	\$60	\$15,000
3	6" Gate Valve	1	EA	\$1,000	\$1,000
4	Connect to Existing 6" Asbestos Cement Water Main	1	EA	\$2,000	\$2,000
5	1" PVC Service Line	350	LF	\$10	\$3,500
6	Water Meter	13	EA	\$900	\$11,700
7	Asphalt Overlay	780	SY	\$20	\$15,600
8	Town Street Repair	200	LF	\$40	\$8,000
CONSTRUCTION SUBTOTAL					\$58,600
CONTINGENCY					\$5,900
SURVEYING					\$3,400
ENGINEERING DESIGN AND PERMITTING					\$11,200
BID AND AWARD					\$5,000
CONSTRUCTION OBSERVATION & ADMINISTRATION					\$6,300
TOTAL PROJECT					\$90,400

Notes:

1. All costs shown are in current dollars.
2. The Engineer maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The opinions herein for project and construction costs represent the Engineer's best judgment, and are based on experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The Engineer does not guarantee the accuracy of the cost opinions which may vary from bids or actual project and construction costs.

CONSULTING SERVICES AGREEMENT

This contract entered into this 3rd day of December 2019 by and between The Town of Mars Hill, NC, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that Whereas, the Client desires to engage McGill Associates to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Scope of Service" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

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

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

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

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers,

employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

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

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

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

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

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

16. E-Verify Compliance: North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if vendor utilizes a subconsultant, vendor shall require the subconsultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

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

18. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

Client: Town of Mars Hill, NC

 12-3-19

Print Name: Nathan Bennett

Title: Town Manager

Address: 280 North Main Street
Mars Hill, North Carolina 28754

McGill Associates, P.A.

 12/10/19

Print Name: Mark Cathey, PE

Title: Principal, Asheville Office Manager

Address: 55 Broad Street

Asheville, North Carolina 28801



October 7, 2019

Mr. Nathan Bennett, Town Manager
Town of Mars Hill
280 North Main Street
Mars Hill, NC 28754

RE: Downtown Main Street Water System Improvements
Proposal for Professional Services

Dear Mr. Bennett:

Pursuant to our site meeting and discussion on Wednesday, September 4, 2019, McGill Associates (McGill) is pleased to submit a proposal to provide professional engineering services to the Town of Mars Hill (Town) for design and construction of a water supply main to the block of eight buildings at the corner of North Main Street and Mountain View Road including separate water meters for each floor of each building and resurfacing of the entire disturbed area.

McGill proposes to provide technical services under four tasks as described below. All fees shown are lump sum unless otherwise noted:

Task 1 – Topographic and Existing Utility Survey \$3,400

- Prepare a topographic survey of the proposed route to be used in the project design. The survey will be based on the North Carolina State Plane coordinate system and will include known and observable surface features and existing utilities including sanitary sewer, gas, power, and telecommunications as verified by NC 811 and direct investigation of the project area.

Task 2 – Engineering Design and Permitting \$11,200

- Prepare engineering plans for the proposed water line extension and site improvements in accordance with NCDEQ Public Water Supply Section (PWSS) design criteria. Plans will include connection of new water main to existing water main and any valves, service lines, water meters, and site improvements required.
- Review the plans and specifications with Town staff and incorporate the Town's comments into the design.
- Prepare NCDEQ PWSS application for approval of engineering plans and specifications and any revisions or clarifications required by PWSS during the application process. No additional permits are expected for this project. Permit fees shall be paid for directly by the Town.

Task 3 – Informal Bidding and Award..... \$5,000

- Distribute bid packages to invited bidders.
- Answer questions during the bidding process and prepare and issue any written addenda required.
- Review bids and prepare a certified bid tabulation. Note that as this will be informally bid, no public bid opening is included this scope.
- Assist the Town in determining the acceptability of contractors and make recommendations as to the lowest qualified bidder.
- Provide assistance to the Town as needed in the final preparation and execution of construction contracts.

Task 4 – Construction Observation and Administration..... \$6,300

- Conduct a pre-construction meeting with the Town and Contractor. Prepare and distribute minutes of the pre-construction meeting to all parties.
- Conduct one monthly construction status meeting with the Town and Contractor. Prepare and distribute minutes from this meeting.
- Provide periodic project observation to monitor the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. Fee is based on an average of four hours per week for a one-month construction period. Should the construction period exceed this time, continuance of construction phase services would be considered additional services.
- Prepare change orders as required and require special inspection or testing of the work if necessary.
- Review and approve shop drawings, schedules and samples, the results of tests and inspections, and other data that the contractor is required to submit for the project.
- Review and approve all contractor pay applications and make recommendations for payment based on contractor progress and performance.
- Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the contract documents prior to approval of the final pay application.
- Provide as-built drawings to the Owner and appropriate certifications to permitting agencies.

Please review the proposed tasks and request any edits and/or additions.

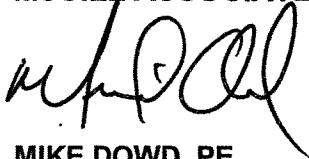
As this project will be constructed on Town property and in Town roadways, no property acquisition, easements, or encroachments are anticipated to be required. Additional

Nathan Bennett, Town Manager
October 7, 2019
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engineering or surveying services required in connection with property acquisition, easements, or encroachments will be performed on an hourly plus cost basis in accordance with the attached Basic Fee Schedule. Additionally, this scope does not include the design of any interior plumbing of buildings or extension of water service lines beyond the water meter.

We appreciate your consideration for our services and look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or need additional information. If the above is acceptable, please sign and return the attached Consulting Services Agreement to our office as your notice to proceed.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "Mike Dowd", written over a faint, illegible background.

MIKE DOWD, PE
Senior Project Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule

cc: Mark Cathey, PE - McGill Associates
Keith Webb, PE - McGill Associates
MJ Chen, PhD, PE - McGill Associates

BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00
Mechanical Engineering Technician III	\$110.00

CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. **EXPENSES**

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES -**

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.