

Fletcher Town Council  
Budget Workshop Meeting  
Minutes  
May 4, 2019

Call the meeting to order at: 09:04

Those who were in attendance are as follows:

Mayor Rod Whiteside  
Mayor Pro-Tem Eddie Henderson  
Councilman Bob Davy  
Councilwoman Sheila Franklin  
Councilman Hugh Clark  
Town Manager Mark Biberdorf  
Assistant Town Manager Heather Taylor  
Town Clerk Christine Thompson

The purpose of this meeting is to make some final decisions on the upcoming 19/20 FY Budget.

**Town Manager Mark Biberdorf** gave an overview of the documents provided to council that we will be discussed during this meeting.

**Overview of Proposed FY 2019-2020 Budget**

The Town Manager then went over the Neutral Property tax increase documents.  
(see Exhibit A attached)

Balanced budget presented totaling \$7,571,065 in revenues and expenses.

This is a \$670,045.00 increase from the FY 2018-2019 budget.

The proposed tax rate for Fletcher would remain at 34 cents under the recommended budget.

The revenues neutral tax rate would be 31.4 cents.

22.5 cents of the 34 cent tax rate supports services directly provided by the town.

The remaining 11.5 cents of the tax rate supports services directly provided by the town.

One additional full time position recommended in the Police Department

2.8% COLA this year due to Social Security cost of living measure going up.

Implementation of pay adjustments from the compensation & classification study.

Designation of funds for library project.

Capital funding for Parks & Recreation Maintenance Building or acquisition of property for Town Center project.

Recycling carts distributed to next area of Town.

Phase II storm water compliance issues.

GDP growing but at a slightly slower pace (projected GDP growth of 2.3%-2.8%)

Inflation occurring in the 2.5%-2.8% range.

Interest rates should rise, with 10-year bonds at 3.10% and mortgages at 4.8%.

NC's economic outlook points toward slow, steady growth in the coming year.

Gross State Product (GSP) for NC is projected to grow 3.3% in 2019.

Jobs growth in NC has been better than the national average as well unemployment levels.

### **Local Economic Factors**

Residential growth still occurring (Sycamore Cottages -151 unit development under construction; and Groves at Town Center under construction 168 units; Rutledge Heirs property under consideration for a 311 unit development.

Commercial/Industrial growth continues to be strong-Smarttrac expansion 300,000 s.f building permitted for manufacturing and Hunter Automotive on Hwy 280.

Retail Sales continue on positive trend for the state and locally.

### **Revenue Outlook**

Ad Valorem values projected to increase from \$1,174,129,00 to \$1,315,556,000.

Largest portion of increase in Ad Valorem due to revaluation (22.25% growth)

Sales Tax growth is expected to be strong this year going from \$1,566,000 to \$1,680,00.

Slight increase in Utilities Sales Tax from \$679,000 to \$718,000.

13% increase (additional \$483,150) in real and personal property taxes.

Small increase (additional \$851) in Motor Vehicle property taxes

60% increase (additional \$15,000) in Interest in Investments.

200% increase (additional \$800) in Powell Bill Interest.

6% increase (additional \$ 39,000) in Utilities sales tax.

9% increase (additional \$2,850) in Beer & Wine Tax.

7% increase (additional \$114,000) in Sales Tax revenues.

5% increase (additional \$5,000) in Recreational Activities

33% increase (additional \$2,000) in Land use permits.

13% increase (additional \$22,000) in ABC Distribution.

17% decrease (drop of \$300) in Tax Advertising.

7% decrease (drop of \$600) in Business Registration Fee.

100% decrease (drop of \$19,967) in Grant Funding.

9% decrease (drop of \$1,000) in Concession Stand.

### **Budget Requests**

Budget requests initially came in \$770,000 above prior year revenues.

Requests included one additional full-time position – Police Department Detective Lieutenant.

Office Space reconfiguration for Police Department.

Recycling cart distribution and service to next phased route.

Equipment replacement within in Parks & Recreation.

Equipment upgrade within Public Works.

Contracting for Phase II storm water compliance measures.

Expense requests funding within current tax rate of .34 cents.

Reductions or additions in some line item requests were made at the Manager's recommendation.

### **Cost Saving Measures Realized**

6% decrease in premiums for our health insurance plan with Blue Cross/Blue Shield.

Broker quotes medical and dental coverage against comparable insurance plans each year.

No increase in tonnage for municipal solid waste due to implementation of 95 gallon recycling cart program.

Costs for closing of wells for Brownfields testing completed in current fiscal year.

Reductions in utilities and department supplies at Town Hall.

Decrease in incentives paid out for economic development (over \$33,000 decrease in projected payments).

### **Governing Body**

Small increase in overall funding for this department going from \$50,111 to \$ 52,183.

Slight increase in salaries line item for 2.8% COLA from \$35,927 to \$36,932.

Travel & Training increased slightly from \$5,000 to \$6,800.

Department Supplies decreased from \$2,260 to \$1,500.

Small decrease in Dues & Subscriptions from \$290 to \$240.

### **Administration**

Moderate increase in total departmental appropriations from \$512,839 to \$542,702.

Largest increase is in Salaries from \$368,445 to \$ 384,534.

Moderate increases for fringe benefit line items due to merit & COLA adjustments

Increase in Travel & Training from \$2,500 to \$ 3,500.

Small Increase in Motor Vehicle Expense from \$ 10,500 to \$10,700.

### **Professional Services**

A moderate increase in department budget from \$294,187 to \$332,841.

Library Designation of \$50,000 for construction or development costs for new facility.

Professional Services line increased from \$30,500 to \$ 49,500 for broadband grant match and surveying on optioned properties.

Economic Development line decreased from \$169,108 to \$ 135,827 due to less incentives.

Increase in Fletcher Town Center from \$20,000 to \$56,000 for marketing study and options.

Increase in Apple Country Transit match from \$2,897 to \$ 8,514.

Discussion Followed:

Council decided to give \$5,000 to Apple Country Transit in this budget year.

Break at: 10:43 am

Back from Break at: 10:54 am

### **Planning Department**

Significant increase in total departmental appropriation going from \$116,907 to \$156,601.

Biggest increase is in Contract Services line for consultant assistance with Phase II Storm Water compliance issues (increase from \$1,000 to \$31,000)

Slight adjustments to salary and fringe benefit line due to merit and pay and COLA.

Small increase in Dept. Supplies line item from \$1,300 to \$ 1,500.

Small increase in Dues & Subscriptions line from \$ 1,500 to \$1,600.

### **Town Facilities**

A slight increase in total departmental appropriations from \$126,219 to \$ 131,238.

Utilities line decreased from \$60,000 to \$ 58,000 due to better estimate on utility costs for Town Hall.

Travel & Training line increased from \$4,000 to \$ 5,000 for Manager Travel and training expenses.

Dues & Subscriptions line increased from \$15,500 to \$17,000.

Increase in Contract Services line from \$13,000 to \$18,000.

### **Police Department**

A moderate increase in the overall budget going from \$ 1,390,639 to \$1,499,776.

Includes recommendation for Lieutenant Detective position to better supervise and assist with criminal investigations.

Position will also help in times of decreased manpower due to training vacation, sick time etc.

Request for office space reconfiguration moved to CIP budget.

Largest portion of increase is in the Salaries line item going from \$810,826 to \$ 896,700.

Second largest portion of increase is in the fringe benefit line items for COLA merit, and the new position.

Holiday Pay line item increased from \$ 23,000 to \$ 26,238.

Decrease in Overtime line from \$15,000 to \$ 14,000 due to less projected need with additional staffing.

Increase in Department Supplies from \$22,000 to \$29,000 due to one-time expenses for equipment (MDT and weapons) for new position.

Decrease in Uniforms line from \$30,029 to \$15,500 (ballistic vests purchased last year)

Decrease in M & R Equipment from \$12,000 to \$10,000 due to decreased usage and newer equipment.

## **IT Department**

One Who Serves continues to provide high quality support at a cost effective price.

Slight increase in overall departmental expense from \$191,410 to \$ 215,880.

Increase in Contract line from \$57,200 to \$73,400 to cover rate increase and labor for Pc replacement project.

Decrease in Telephone line from \$ 45,780 to \$ 43,450 due to renegotiated contract with Verizon.

Increase in Dues line from \$16,500 to \$ 25,420 for network monitoring service.

Increase in Subscriptions IT line from \$43,480 to \$ 47,260 for software maintenance costs associated with RecDesk program.

Capital Expense line includes funding for PC Replacement Project (\$16,500), Desktop PCs (\$3,650), Check Scanner and Thermal Printer (1,200) and Misc. Parts & Equipment (\$5,000).

## **Contracted Services – Fire & Rescue**

Fletcher Fire & Rescue (FF&R) will receive what the tax levy produces on 11.5 cents of the Town's 34 cent tax rate this year.

Total appropriations for FF&R will increase from \$ 1,234,419 to \$ 1,417,425.

This includes \$ 24,000 that is budgeted for prior year adjustment.

Mills River Fire & Rescue's portion of the tax rate will remain at 9 cents this year.

Total appropriations for Mills River will decrease slightly from \$ 125,236 to \$ 105,868.

This appropriation may change slightly as we receive final property value estimates from the County.

Council discussed and decided not to fund the improvements for the audio system(s) in the building (IT budget) and to use the \$40,000 allotted for this towards recycling carts so that every home in the town can have a recycling cart.

Break for lunch at: 12:00 pm

Back from lunch at: 1:03 pm

### **Public Works**

Significant increase in total appropriations from \$ 1,059,780 to \$ 1,131,058

Implementation of next phase or area to receive 95 gallon recycling carts (800 carts)

Purchase of additional garbage carts due to growth and replacement needs  
(200 carts)

Increase in street lighting expense due to pedestrian lights added for Hwy 25 project.

Purchase of oil pump transfer system.

Salaries line sees moderate increase for merit and COLA adjustments from \$325,804 to \$366,872.

Fringe benefit line items increased for merit and COLA adjustments.

Increase in Utilities from \$ 77,550 to \$ 115,589 for additional street lightening on Hwy 25.

Increase in Travel & Training from \$ 2,500 to \$3,500 for licenses and certifications

Increase in M & R Vehicles from \$ 28,000 to \$ 34,000 due to aging garbage trucks.

Department Supplies line increased from \$8,000 to \$ 64,000 for recycling carts and garbage carts.

Landfill Charges staying level at \$105,000 due to increase in recycling activity.

Increase in Uniforms line from \$10,066 to \$11,266 to cover increase in cleaning costs.



Decrease in Disposal Fees from \$20,000 to \$ 10,000 due to better estimate on costs.

Decrease in Tools & Equipment line from \$ 22,000 to \$ 15,000 due to four post vehicle lift being purchased last year and this being removed from the base budget.

Level funding in Powell Bill revenues keeps this at \$195,000.

\$195,000 budgeted on the revenue and expense side.

This is primarily used for re-surfacing of streets.

### **Parks & Recreation**

Moderate increase in overall departmental appropriation from \$ 618,233 to \$ 683,635.

Tractor replacement for mowing and other maintenance projects.

Request for new Jeep replaced with transfer of Ford Explorer from Police Department to Parks & Rec.

Increase in funding for Christmas in the Park event.

Overtime increased from \$3,500 to \$ 4,000 to help with staff coverage for events.

Increase in Travel & Training from \$ 5,000 to \$ 6,000 to allow Program Supervisor to attend NRPA Director's School.

Holiday Decorations increased from \$2,000 to \$ 4,000 for additional lights.

Program Materials increased from \$24,000 to \$ 32,000 for Christmas in the Park event (ice skating rink included in activities)

Concessions decreased from \$10,000 to \$ 9,000

Capital Outlay increased from \$40,000 to \$ 60,000 for tractor for maintenance activities.

Contract Services increased from \$21,000 to \$23,000 to for additional maintenance activity at the parks.

M & R Equipment Line decreased from \$10,000 to \$8,000.CIP

Park Maintenance line increased from \$ 35,000 to \$ 41,674.

### **CIP – Budget within CIP**

Recommended capital budget includes \$.085 of the tax levy to fund eligible projects.

\$ 0.85 generates \$ 1,107,040 in revenue for FY 2019-2020.

\$.065 would be dedicated for projects supported by debt service and the remaining \$0.02 would be for non-debt service projects, or pay as you go.

The amount of levy available for debt service supported projects will be \$ 846,560.

Amount of levy available for new projects without debt will be \$ 260,480.

### **CIP-Debt Service**

Two projects funded under debt service- 1) Town Hall Improvements project; 2) Parks & Rec. Maintenance Building.

Debt service requirements for the Town Hall Project will be \$ 571,377.

Projected debt service requirements for the Parks & Rec. Maintenance Building is \$100,000.

Surplus debt service available is \$ 175,183.

Recommend payment to outstanding debt principal of \$ 175,183 with remaining funds.

### **CIP – Non-Debt Service or Pay as you go Projects**

Police vehicles – 3 Patrol Cars \$ 119,500

Playground Equipment BMCP \$ 100,000

Police Office Space Expansion \$ 40,980

These three projects utilize all of the available for non-debt service or pay as you go projects.

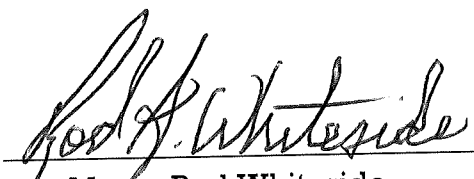
**Town Manager Mark Biberdorf** commented that is the overall suggested budget for the coming year.

**Mayor Pro-Tem Eddie Henderson** made a motion to adjourn and it was seconded by Councilman Hugh Clark.

Adjourned at: 2:15 pm

Approved:

6-10-19  
Date

  
\_\_\_\_\_  
Mayor Rod Whiteside

# Neutral Property Tax Increase

Town of Fletcher

(EXHIBIT A)

Note: The top part of this worksheet is used as working papers to make it easier for you (counties and municipalities) to calculate amounts that should be used in the actual

## Revaluations as of: January 1, 2019 and 2015

Fiscal year	Assessed Valuation as of June 30	Annexation (Deannexation)	Total Adjusted for Annexation or Deannexation	Valuation Increase	Percentage change
2019-20	1,315,556,113	-	1,315,556,113		
		19-20	1,315,556,113		
		18-19	1,181,541,586		
2018-19	1,181,541,586	-	1,181,541,586	17,488,351	1.50%
		18-19	1,181,541,586		
		17-18	1,164,053,235		
2017-18	1,164,053,235	-	1,164,053,235	28,898,529	2.55%
		17-18	1,164,053,235		
		16-17	1,135,154,706		
2016-17	1,135,154,706	-	1,135,154,706	50,423,824	4.65%
		16-17	1,135,154,706		
		15-16	1,084,730,882		
2015-16	1,084,730,882				2.90% Average growth % Doesn't include revaluation increase
<hr/>					
Last year prior to revaluation 2018-19	1,181,541,586			Tax rate 0.3400	Estimated tax levy 4,017,241
First year of revaluation 2019-20	1,315,556,113			Tax rate to produce equivalent levy 0.3054	4,017,241
<hr/>					
Revenue neutral tax rate, to be included in budget ordinance, adjusted for growth					
				0.3142	4,133,697
Increase tax rate for average growth rate 2019-20	1,315,556,113			Increase in Tax Levy Average Percentage Increase	116,455 2.90%

Town of Fletcher  
Agenda Review Meeting  
Minutes  
May 6, 2019

Call the meeting to order at: 06:00 pm

Those who were in attendance are as follows:

Mayor Rod Whiteside  
Mayor Pro-Tem Eddie Henderson  
Councilwoman Sheila Franklin  
Councilman Bob Davy  
Councilman Hugh Clark  
Town Manager Mark Biberdorf  
Planning & Zoning Director Eric Rufa

Invocation:

Pledge of Allegiance:

\*\*\*Public Comment\*\*\*

None at this time.

Approval of minutes-corrections, additions or deletions.  
(4/1, 4/8 & 4/24)

**Council Updates**

None at this time.

**Consent Agenda**

Tax refunds/releases

Set public Hearing for June 10, 2019 to consider CD# 2019-02 and SUP# 2019-01, and application for a new 311 unit Planned Residential Development proposed for 150 Cane Creek Road.

Approval of Resolution R-19-04 to sell surplus property at govdeals.com

Approval of Budget Amendment #8 to the 18/19 Budget Ordinance.

**Planning & Zoning Director Eric Rufa** gave an overview of the public hearing in June on the residential development near Town Hall.

Discussion Followed:

**Town Manager Mark Biberdorf** stated that he will be adding Approval of the Pay Classification study to the Consent Agenda next week.

**Presentation by WNC Superheroes-Tyler Brisbon, Founder.**

**Town Manager Mark Biberdorf** stated that he was contacted by Tyler Brisbon to make a presentation to town council. He also said that he explained to Mr. Brisbon that council/town does not usually fund non-profit requests.

**Update on Fletcher Town Center Project- Mark Biberdorf, Town Manager.**

**Town Manager Mark Biberdorf** stated that I know that I told you about Robert Threatt of Threatt Development Group. This is someone who has been checking out our project and I have been providing documents to him. He had a potential investment partner but he was not willing to divulge his financials or who this group was. They were also wanting compensation and were not able to come to an agreement on compensation so that kind of fell apart.

Ralph Spano of Spano & Associates is still considering residential development on a portion of our property. Scott Burwell of McGill & Associates is the one who brought Spano & Associates to us and they are active in development in this area. Scott Burwell is going to follow up with him.

I also mentioned to you Pulliam Properties and James Wilson just contacted me this past Friday. He was interested in an actual dollar amount and where we are at with the options. I will try and follow up with him tomorrow and the type of development they are interested in putting in.

I have not been able to get in touch with Rob Settle I was hoping that he could be here Monday night to give you an update. Eric and I are trying to set up a meeting this week we have a firm that is interested in retail property on Hwy 25 across from Mission. This group is interested in town center project and are licensed here and in Florida and want to meet with us.

**Comments from the Town Manager Mark Biberdorf.**

The pill drop shred event on April 13 was a real success once the shred machine started working and they filled the truck with 6,000 pounds of paper. LGFCU sponsored the event and paid 100% of the cost to secure it. On the Pill drop they had a little less volume than last year. They collected 28.4 lbs. of medications and is the equivalent to about 21,800 pills.

The Litter sweep event went well and thanked council for coming out for that.

The Budget meeting went well and I will get one more set of revenues from the county and will update the budget on the expense side from what council recommended. Not much fluctuation is expected in these figures from the county.

The Budget message will be available for review by the public on June 1 and on June 10 we will have the public hearing to adopt the budget.

The Hwy 25 corridor project is continuing to go along fairly smoothly. There has been issues with the ramp/curb cuts in there. The ADA guidelines are being questioned by DOT however this whole plan was submitted for approval to DOT in the beginning. Right now the first week in June is technically when the project will be finished.

On the clock tower roof, we ordered a color trying to match the roof on the town hall building. It came in a lighter tan color and we had a conference call with the contractor and the sub. We are trying to work through this they are offering to repaint it and we are trying to get them to extend the warranty on the roof due to painting it to match to what it is supposed to be. We did not realize that it was painted. I think when it is all said and it is going to look really nice.

Discussion Followed:

**Mayor Whiteside** asked for a motion to adjourn and it was so moved by Mayor Pro-Tem Eddie Henderson and seconded by Councilman Bob Davy.

**Motion carries all in favor.**

Adjourned: 06:44 pm

Approved:

6-10-19  
Date

Rod A. Whiteside  
(Mayor Rod Whiteside)



Town of Fletcher  
Council Meeting  
Minutes  
May 13, 2019

Call the meeting to order at: 07:00 pm

Those who were in attendance are as follows:

Mayor Rod Whiteside  
Mayor Pro-Tem Eddie Henderson  
Councilman Hugh Clark  
Councilman Bob Davy  
Town Manager Mark Biberdorf  
Assistant Town Manager Heather Taylor  
Public Works Director Jabbo Pressley  
Police Chief Erik Summey  
Parks & Recreation Director Greg Walker  
Planning & Zoning Director Eric Rufa

**Councilwoman Sheila Franklin was not here at this time.**

Invocation: Mayor Pro-Tem Eddie Henderson

Pledge of Allegiance: Mayor Rod Whiteside

**Public Works Director Jabbo Pressley** introduced the new Public Works employee Danny Pena to town council.

**Police Chief Erik Summey** introduced Capitan Bryant from the Sheriff's office as the District Captain for this area.

**Captain Bryan** introduced himself to town council. He stated that the Sheriff's office is here to do whatever is needed and will be supportive of the Town and Fletcher Police Department.

\*\*\*Public Comment\*\*\*

**None at this time.**

Approval of minutes-corrections, additions or deletions.  
(4/1, 4/8 & 4/24)

**Mayor Whiteside** were there any corrections, additions or deletions to the minutes as presented?

**Councilman Hugh Clark** made a motion to approve the minutes as written and it was seconded by Councilman Bob Davy and Mayor Pro-Tem Eddie Henderson.

**Motion carries all in favor.**

**Council Updates**

None at this time.

**Consent Agenda**

Tax refunds/releases

Set Public Hearing for June 10, 2019 to consider CD# 2019-02 and SUP# 2019-01, an application for a new 311 unit Planned Residential Development proposed for 150 Cane Creek Road.

Approval of Resolution R-19-04 to sell surplus property at govdeals.com.

Approval of Budget Amendment #8 to the 18/19 FY Budget Ordinance.

Approval of Pay Classification Study recommendations.

**Mayor Whiteside** asked for a motion to accept the Consent Agenda as presented? and it was so moved by Mayor Pro-Tem Eddie Henderson and seconded by Councilman Bob Davy.

**Motion carries all in favor.**

**Councilwoman Sheila Franklin came in at 7:12 pm.**

**Presentation by WNC Superheroes-Tyler Brisbon.**

**Tyler Brisbon** gave an overview of the organization and how they help people in the area.

He then answered questions that council had for him on the organization.

Discussion Followed:

**Update on Fletcher Town Center Project-Mark Biberdorf, Town Manager.**

**Town Manager Mark Biberdorf** introduced Rob Settle to give an update on the projects that he has been working on.

**Rob Settle of Commercial Carolina** gave a brief update on some things he has been working on for the Town Center project.

We have 2.59 acres of land in front of town hall under option with two more parcels that we still need to get under option in which we will a total of 4.92 acres under option. We have looked at a couple different ideas and at one time we had a grocery anchor until they did their own internal study and felt that this would take away sales from one of their other current locations. We know from a market analysis that we have done that there is a shortage of grocery options so we have reached out to a lot of those. We don't really have an acceptable grocery anchor at this time. We have also done on another analysis on what is other items that are needed as well. (Restaurants, medical and retail)

Discussion Followed:

**Comments from the Town Manager Mark Biberdorf.**

Last week I mentioned to you about the pill drop and shred event that was a great success on April 13. We had 6000 pounds of material that was shredded and 28.4 lbs. of medications that were collected.

We are nearing the end of the budget process and I am working on the final modifications based on some of the changes that council has suggested. We have updated that within the budget and we will get a final set of values and plug that into it with the final revenues. I will balance that and let you know what that comes out to. I am working on the Budget message which gives a narrative/overview of what is in the budget. This has to be available for June 1 and we will advertise for public comment and review and then June 10<sup>th</sup> for our public hearing.

On the Hwy 25 corridor project update it is going along. We have had some issues/challenges with the curve cuts and ramps that is within the ADA accessibility/guidelines. The guidelines for 2006 are in the plans versus the 2012 ADA guidelines. We have has some damage to traffic loops as well. Eric and I will be meeting with DOT and our engineering firm next week to see how this will be covered if things have to be torn out and replaced.

I have talked to you about the roof on the clock tower being the wrong color. We have been looking at alternatives to get this fixed. What we are probably going to do now is they are going to paint it to the correct color with a 7 year warranty instead of a 3 year warranty. I mentioned the chime system to go in the clock tower in which Mr. Youngblood will pay for this in memory of his mother and father. We are still looking for a June completion if possible on this project.

Discussion Followed:

On the street resurfacing projects, Robert Street and Dogwood Terrace are resurfaced and they are about to start work on the retaining wall in Stafford Hills. This was bid out with the park project (different funding sources) for resurfacing the inner trails in which they have completed along with the drainage improvements.

The Cane Creek Sewer Authority has had an Advisory Board for years and they need a Fletcher Representative for the board. Bob D'Diego who served on this board no longer lives in the town. If council knows anyone that would like to serve on that board please let me know.

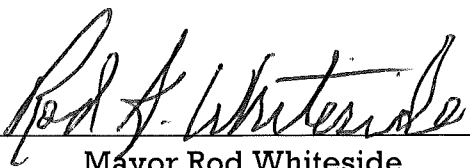
On the flood repairs at Bill Moore Community Park, we have got someone in to fix the fences and they should finish this week. The laser grading on the infields has been started and they are supposed to have that completed by the end of this week.

**Mayor Whiteside** asked for a motion to adjourn and it was so moved by Mayor Pro-Tem Eddie Henderson and it was seconded by Councilman Bob Davy.

Adjourned: 07:56 pm

Approved:

6-10-19  
Date

  
Mayor Rod Whiteside

Town of Fletcher  
Special Call Meeting  
Minutes  
May 20, 2019

**Note: Town Clerk was on vacation during the time of this meeting.**

Call the meeting to order at: 06:05 pm

Those who were in attendance are as follows:

Mayor Rod Whiteside  
Councilman Bob Davy  
Councilman Hugh Clark  
Councilwoman Sheila Franklin  
Town Manager Mark Biberdorf

**Mayor Pro-Tem Eddie Henderson did not attend this meeting.**

The purpose of this meeting was to discuss a proposal for a Market Analysis & Economic Development Strategic plan from Rose & Associates Southeast, Inc. (see Exhibit A attached)

**Kathleen Rose President of Rose & Associates** gave an overview of what they can offer to The Town of Fletcher on Economic Development.

Discussion Followed:

**Mayor Whiteside** stated that for the record that he is not convinced of the benefit for the expense.

**Councilwoman Sheila Franklin** asked the Town Manager was he looking for a motion on this tonight.

**Town Manager Mark Biberdorf** stated that no this would be included in the FY 19/20 budget request that when the budget is approved this is included in the budget.

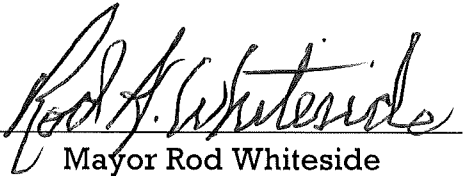
Discussion Followed:

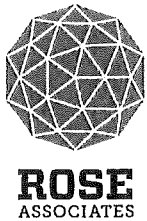
**Mayor Whiteside** asked for a motion to adjourn and it was so moved by Councilman Bob Davy and seconded by Councilwoman Sheila Franklin.

Adjourned: 07:08 pm

Approved:

6-10-19  
Date

  
\_\_\_\_\_  
Mayor Rod Whiteside



(Exhibit A)

March 13, 2019

Mr. Mark Biberdorf  
**Town of Fletcher**  
300 Old Cane Creek Rd.  
Fletcher, NC 28732

Re: Market Analysis & Economic Development Strategic Plan, Fletcher, NC

Dear Mark:

On behalf of Rose & Associates Southeast, Inc., we are pleased to present you this proposal to engage our firm to conduct a Real Estate Market Analysis in conjunction with the preparation of an Economic Development Strategic Plan (EDSP). We will focus priorities in the town center area, known as "the Heart of Fletcher" and will utilize any/all prior or existing land use studies and plans as the foundation for our work and to avoid duplicating efforts.

The purpose of this proposal is to provide professional services to include: a review of the plans and work previously completed; a market analysis to inform land uses; and the creation of an EDSP to provide guidance regarding site acquisition/disposition and specific initiatives as it relates to creative, experiential place-making and Economic Development.

The attached scope of services details the tasks that we will undertake to complete this assignment and its acceptance and authorization shall serve as a CONSULTING SERVICES AGREEMENT.

Thank you for the opportunity to assist the Town of Fletcher and we look forward to a mutually beneficial relationship. Information regarding our services and qualifications can be found on our website: [www.roseassociates.com](http://www.roseassociates.com)

Should you have any comments or questions, please feel free to call me (704) 896-0094.

Sincerely,

Kathleen Rose, CCIM, CRE  
President

## Scope of Services

### Proposal & Contract for Services Project Description:

CONSULTANT: Rose & Associates Southeast, Inc.

CLIENT: Town of Fletcher ("Town")

PROJECT: Real Estate Market Analysis & Economic Development Strategic Plan (EDSP)

STUDY AREA: Township of Fletcher with specific focus on the Fletcher Town Center

PROPOSAL DATE: March 13, 2019

### PHASE 1 ~ Real Estate Market Analysis

#### Task 1.1 Kickoff - Project/Site Orientation & Tour (visit #1)

We will conduct a comprehensive site visit to tour the area and identify current assets. We will meet (in person or via teleconference) with Client to finalize our understanding of the project objectives, review the project timeline, and identify the best information sources appropriate for the assignment. This may include both town staff and elected officials.

#### Task 1.2 Research – Data Collection & Document Review

CONSULTANT will review all prior plans and studies as provided by staff related to town planning, land use economic development and market analysis, including but not limited to, previous small area plans prepared for the town center, the comprehensive land use plan, as well as other relevant plans/studies. We will collect public and proprietary data related to demographic, economic and real estate dynamics.

#### Task 1.3 Interviews/Public Engagement (visit #2)

We will conduct small focus-group/individual interviews over a 1-day period with the staff, elected officials and other local/regional stakeholders as identified by the Client during the Kickoff (e.g. Chamber and/or Economic Development Organizations).

#### Task 1.4 Market & Economic Analysis

We will prepare a concise qualitative and quantitative real estate market analysis which will analyze demographic, economic, general market and real estate trends as well as the potential highest and best land uses for up to two (2) key strategic and targeted economic development areas (including the Town Center and the Industrial Park areas). We understand this project will require analysis to support a feasible program for development, thus will include analysis of local population projections, lifestyle segments, employment, economic base and potential demand for office, industrial, retail and residential uses. We will also identify and define trade area(s) deemed critical for future development and recommend product positioning, type and size/scope of development based on current market dynamics.

#### Task 1.5 Client Debriefing (visit #3)

Upon completion of the tasks above, we will conduct a debriefing with the Client to present verbal findings of assets, competitive advantages and potential development programing for review and further refinement. Additionally, we will further determine the appropriate action



for proceeding with the final report to include implementation strategies, as well as determining goals for subsequent phases and/or any additional work as mutually agreed.

## **PHASE 2 ~ Economic Development Strategic Plan (EDSP)**

### **Task 2.1 Economic Development Strategic Plan (EDSP)**

Based on the findings of the Phase 1 Market Analysis, we will draft an economic development strategic plan and requisite supportable goals for the attraction of development, the retention/expansion of business, the integration of small business and entrepreneurship, and tourism to support land uses and future development. This will focus on recommended strategies to promote activities for the defined targeted areas. We will refine program goals based on present and future development potential across the entire township to produce feasible programs and achievable development strategies that are appropriate to the community's location, assets/resources and vision. The plan will also include recommendations for future policies and programs (e.g. incentives) for economic development.

### **Task 2.2 Comprehensive Performance Measures**

Consultant will continue to conduct research for the implementation of the Plan, including but not limited to best practices and the establishment of baseline performance measures to determine effectiveness of economic development initiatives.

### **Task 2.3 Final Report (visit #4)**

Consultant will provide Final Report presentation and bound document to include the Market Analysis, EDSP and Appendix to include data, updated demographic and economic information.

**Program Goals:** Based on economic, real estate and demographic data collected and identification of properties through the site assessment, we will enumerate preliminary supportable goals for the strategic integration of industrial, office, retail and housing, and other uses within each defined economic node. This is an interactive process with staff, elected officials and local stakeholders. We refine program goals based on present and future development potential to produce achievable strategies for place-making and brand development that are appropriate to each location with a market analysis that will support the goals of the economic development strategic plan.

## **PHASE 3 ~ Investment & Public – Private Partnership**

### **Task 3.1 Economic Development Partnership**

Consultant will work with Client, its finance/legal consultants and local and regional agencies regarding Economic Development (public-private) Partnerships to further assist in implementation. This may include documents as may be needed in coordination of Grants, other funding or technical assistance from regional, state and federal agencies.

**PHASE 4 ~OPTIONAL ADDITIONAL WORK: On Call  
Transitional Technical and Economic Development Assistance**

Upon completion of Phase 1 – 3 of the Scope of Work as contemplated, Client in its discretion may further engage consultant with on-call work such as:

Task 4.1 Technical Assistance with the ongoing management of the policies, programs and initiatives set forth in the EDSP or other work as mutually agreed.

Task 4.2 Negotiations with Landowners/Prospects/Developers  
Consultant will attend meetings and assist with negotiations as needed regarding incentives, project development agreements, public-private partnership agreements and other financing tools.

Task 4.3 Contracts  
Consultant will assist with public-private partnership, PILOT, TIF and other financing incentives as mutually agreed upon between the Town and the Prospect/Developer. This includes coordination with Town administration, legal, finance and planning departments.

**Staffing & Location**

Kathleen Rose, President of Rose & Associates Southeast, Inc. will serve as overall Project Manager for this assignment. Work shall be completed from Consultant office and attendance at meetings in person or via phone in Fletcher (not to exceed 5 meetings). Qualifications may be found on our website: [www.roseassociates.com](http://www.roseassociates.com) or [www.linkedin.com/in/roseassociates](http://www.linkedin.com/in/roseassociates).

**Schedule and Deliverables**

We anticipate the following schedule to complete the Scope of Services outlined above:

Phase 1 – On/about 90 days from acceptance of proposal and authorization to proceed, estimated by June 30, 2019;

Phase 2 – On/about 90 days from the completion of Phase 1, estimated by September 30, 2019

Phase 3 – On/about 30 days from completion of Phase 2, estimated by October 30, 2019

Deliverables shall include:

Phase 1 – Debriefing (visit #3) presentation in Powerpoint/PDF

Phase 2 – Final Report (visit #4) presentation and bound report document

As contemplated herein, any preliminary, summary or full report documents will be submitted within 48 hours after receipt of any comments from your review. All documents will be submitted to the Client in a printed document and a digital format in pdf format. All images will become the property of the Client upon payment of the final invoice. Additional bound hard copies of the documents may be provided at the request of the Client, for a small fee to cover reproduction expenses.

It is agreed by the Client that Consultant's deliverables are not to be used in conjunction with any public or private offering without our prior written consent and such consent will not be unreasonably withheld. Any subsequent review and revisions related to providing such consent

will be provided on a time and materials basis subject to Consultant's standard hourly billing rates.

### **Project Budget**

Professional Fee – We propose a professional fee of **\$23,500.00** to complete the Scope of Services outlined in 1 -3 herein, to be completed as follows:

Phase 1 Market Analysis - \$14,000.00

Phase 2 EDSP - \$9,000.00

Phase 3 Partnership - \$500.00

Expenses - Consultant anticipates that this engagement will require regular travel for performance of services and to attend meetings. Expenses include reasonable travel expenses, report reproduction costs, express delivery charges, research data and other customary expenses related to the completion of our work. Reimbursable expenses associated with travel, include but are not limited to airfare, hotel, car rental for this assignment will be billed at our cost; however, such reimbursable expenses shall be limited to **Two Thousand Five Hundred (\$2,500.00) dollars.**

Additional/Optional Work – Phase 4 and/or Implementation Work: Subject to Client's approval, any additional scope as outlined as additional, time or tasks, including but not limited to on call work will be conducted on a time and materials basis as detailed by Consultant's fee schedule attached, as mutually agreed.

Additional Costs/Fees - The costs of additional time or other work, demographic reports, meetings or other services outside the scope of work described above will be accommodated on a time-and-expense basis upon the client's approval, subject to Consultant's standard hourly rates and fees, as outlined in the attached Fee Schedule.

All Costs and Fees for services shall be billed monthly, and payment is due upon receipt. Any invoices not paid within 30 days shall be subject to a late fee of 12% per annum.

To initiate this work, Consultant respectfully requests two original signed copies of this Agreement, together with a retainer in the amount of **\$2,500.00** providing authorization to proceed with Phase 1 -3 as outlined herein.


### **Acceptance**

Should Consultant discover any conditions during its analysis that could adversely affect the Project, these will be brought to your immediate attention and all work will cease pending your instructions. Similarly, you retain the right to terminate the Project at any time. If you elect to terminate the Project at any point in time, only professional fees and expenses incurred as to the date of termination, plus reasonable costs of terminating the Project, would be due and payable.

It is agreed by the Client that payment for the services of Consultant is due upon receipt of the invoice; that full payment is due upon receipt of the completed assignment; and that Consultant has the right to withhold delivery of the final deliverable pending receipt of any overdue payments.

If you have any questions or requested modifications to this proposal, please let me know.

Sincerely yours,



Kathleen Rose, CCIM, CRE  
Rose & Associates Southeast, Inc.

Attachments/Addendums:

- Fee Schedule
- Terms & Conditions

Signature below by the authorized party indicates acceptance of this proposal based upon the Scope of Services, Fees and Terms & Conditions contained herein.

Client Approval

Accepted and agreed to as written this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name, Duly Authorized

## Terms & Conditions Addendum

Any additional work beyond the scope or limits described herein will be reviewed with you for written authorization to proceed. Any outside consultants as contemplated within the scope of work or proposal are to be retained by Rose & Associates, the fees for which will be reimbursed by you and are included in this proposal. The following is not included and will be deemed extra work (unless otherwise noted) billed at hourly rates or a contract price to be determined:

- Project Development including site planning, planning/zoning/environmental regulatory coordination, management, planning, engineering or other services related to obtaining any/all regulatory approvals.
- Financial Analysis including budgeting, calculating Projected returns, or financing.
- Project Marketing including preparation of marketing materials, promotional items, marketing, listing or leasing the Project.
- Meetings – additional meetings or workshops other than outlined in the Scope of Services on the preceding pages.

### Client Responsibilities:

In connection with and, if applicable, as a condition to our performance of the services you agree to provide complete and accurate information concerning your requirements for the Project; and provide access to or make provision for entry upon public/private property, if necessary for the rendering of services. All such information will be held in the strictest confidence by Rose & Associates, and not disclosed to any third party except when authorized or in the performance of services as mutually agreed upon.

### Other Agreements:

- a. We are performing the services as an independent contractor and not as your agent, partner or employee.
- b. We will have no liability for any failure to perform or delay in performance due to any circumstances beyond our reasonable control.
- c. Except as provide herein, we make no warranty, express or implied, and shall have no other liability to you for services, whether caused by error, omission, negligence or otherwise. You agree to indemnify and hold Rose & Associates, Inc. harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs arising out of negligence or willful misconduct.
- d. We retain an intellectual property interest in all documents and information generated by us in connection with the performance of the services. You have the right to copies of all such documents. You may not reuse the documents on any other Project or for any other purpose without our prior written approval. You agree to indemnify and hold us harmless from all claims, damages, losses, and expenses arising out of your unauthorized use of the documents.
- e. Either of us may terminate this Agreement upon seven days written notice in the event of substantial failure by the other party to perform. Upon such termination, you will promptly pay us for all Services rendered to the date of termination, plus reimbursable expenses.
- f. This agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto, any entities resulting from reorganization, consolidation or merger of any party hereto.
- g. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof.
- h. The provision of the agreement are severable, and should any provisions hereof be void, unenforceable or invalid, such provisions shall not affect any other portion or provision of the Agreement.
- i. This Agreement shall be interpreted, construed and enforced according to the laws of the state of North Carolina

## Terms & Conditions Addendum (cont.)

It is understood by the Client that Rose & Associates Southeast, Inc. can make no guarantees concerning the recommendations, which will result from the proposed assignment, since these recommendations must be based upon facts discovered by Rose & Associates Southeast, Inc. during the course of the study and those conditions existing as of the date of the report. To protect you and other Clients, and to assure that the research results of our work will continue to be accepted as objective and impartial by the business community, it is understood that our fee for the undertaking of this Project is in no way dependent upon the specific conclusions reached or the nature of the advice given by us in our report to you.

It is agreed by the Client that the report is not to be used in conjunction with any public or private offering of debt or equity securities without our prior written consent, and that such consent will not be unreasonably withheld.

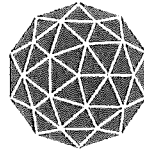
This study will be based on estimates, assumptions and other information developed by Rose & Associates Southeast, Inc. from its independent research effort, consultations with you and your representatives, and primary and secondary sources. We will utilize sources that are deemed to be reliable but cannot guarantee their accuracy. Moreover, estimates and analysis are based on trends and assumptions and, therefore, there will usually be differences between Projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. No responsibility is assumed for inaccuracies in reporting by you, your agents and representatives, or any other data source used in preparing this study.

Rose & Associates Southeast, Inc. will not undertake any update of its research effort subsequent to the completion dates of the reports. The firm has no obligation, unless subsequently engaged, to update the reports or revise the analyses as presented due to events or conditions occurring after the date of the reports.

In the event any invoice is not paid within thirty (30) days after rendering of the invoice it shall commence bearing interest on the date the invoice was rendered at the rate of 12 percent per annum (or such lesser rate as may be the maximum interest permissible under applicable law), and the Client agrees to pay all accrued interest, together with the charges for services rendered as provided for in this agreement. In addition, should an unpaid invoice be referred to our attorneys for collection, the Client agrees to pay their reasonable fee for such work, as well as any costs of suit that may be incurred.

It is further agreed by the Client that the report will be presented to third parties in its entirety and that no abstracting of the report will be made without first obtaining the consent of Rose & Associates Southeast, Inc, and such consent will not be unreasonably withheld.

It is understood by Rose & Associates Southeast, Inc. that the findings of this report are the proprietary property of the Client and they will not be made available to any other organization or individual without the consent of the Client.



**ROSE**  
ASSOCIATES

## 2019 Fee Schedule

### Hourly Rates:

Principal	\$265.00/hour
Senior Project Consultant	\$165.00/hour
Project Consultant	\$145.00/hour
Administration/Clerical	\$ 45.00/hour
Expert Witness/Principal	\$ 325.00/hour

### Expenses:

Data Reports:	
Economic/Real Estate Analytics	\$160.00 per report
Photocopies	\$ .10 /page
Facsimile	\$ .50/page
Travel	\$ .58/mile *

\* based upon published 2019 IRS standard mileage rates. Travel from office to project location shall be billed per auto driven mile and half of the Consultant's quoted hourly rates for time. For projects more than 100 miles from office, expenses for airfare, lodging & meals shall also be included and will be billed at cost.

ALL INVOICES ARE DUE UPON RECEIPT.  
INVOICES PAID AFTER 15 DAYS ARE SUBJECT TO FINANCE CHARGES  
OF 12% PER ANNUM.