

TOWN OF FLETCHER

PRESTON BLAKELY
MAYOR

MARK E. BIBERDORF
TOWN MANAGER



COUNCIL MEMBERS:
JIM PLAYER
TREVOR C. LANCE
KEITH REED
AMBER MCKINNEY

Town Council Special Call Meeting February 16, 2026 at 4:30 PM

Call the meeting to order at: 4:30 PM

Discussion Items

- 1) Review and approval of Resolution R-26-02 for a concession stand lease in Bill Moore Community Park for the upcoming 2026 season.

Adjourn

"This Institution is an equal opportunity provider."

MEMORANDUM

TO: Fletcher Town Council & Town Manager

FROM:

COPY TO: Assistant Town Manager Heather Taylor and Parks & Recreation Director Josh Queen



DATE: 2/13/2026

SUBJECT: Review and approval of Resolution R-26-02 for a concession stand lease in Bill Moore Community Park for the upcoming 2026 season.

Background:

A selection committee met on Thursday, February 12 to review three proposals to lease the concession stand in Bill Moore Community Park. After reviewing the proposals, the committee selected Black Bear Pizza. Enclosed for your review are the three proposals that were received, Resolution R-26-02 to approve the lease, and the lease agreement.

Recommendation:

The committee recommendation is that Black Bear Pizza be selected as the preferred vendor to operate concessions.

Attachments:

1. Black Bear Pizza
2. Creative Sweet and Sip
3. MB Concession bid
4. Resolution R-26-02 concession lease for 2026-2
5. Lease Agreement. Concessions Operations. Black Bear Pizza. Feb. 2026

Proposal for Concession Operations Partnership

Submitted to: Fletcher Parks and Recreation & Town of Fletcher

Submitted by: Black Bear Pizza

Purpose

Black Bear Pizza respectfully submits this proposal to be considered for a concession operations partnership with Fletcher Parks and Recreation. Our goal is to provide consistent, high-quality food service while supporting the Town of Fletcher through reliable operations, community engagement, and a direct financial contribution.

Business Overview and Experience

Black Bear Pizza is an established local business with a proven track record of operating efficient, customer-focused food service operations. We pride ourselves on quality, consistency, and professionalism, and we understand the importance of serving families, youth athletes, and community members in a recreational setting.

In addition to our restaurant operations, we have direct experience managing concession services for South Buncombe Youth Baseball. Through this role, we successfully handled high-volume events, coordinated volunteers and staff, maintained food safety standards, and ensured timely service during peak game times. This experience has given us a clear understanding of the expectations and logistics required for park and recreation concession operations.

Operational Approach

If selected, Black Bear Pizza will:

- Operate the concession stand in a professional, organized, and dependable manner
- Offer a menu that is family-friendly, efficient to serve, and appropriate for youth sports environments

- Maintain all required health, safety, and sanitation standards
- Ensure courteous customer service and smooth operations during games and events
- Work collaboratively with Parks and Recreation staff to meet scheduling and operational needs

Our team understands the importance of minimizing delays, maintaining cleanliness, and creating a positive experience for patrons and participants alike.

Financial Contribution to the Town of Fletcher

As part of this partnership, Black Bear Pizza is pleased to offer a direct contribution of \$400 to the Town of Fletcher. This contribution reflects our commitment to supporting local parks, youth programs, and community initiatives.

Commitment to Community Partnership

Black Bear Pizza values long-term community relationships. We view this opportunity not simply as a concession operation, but as a partnership with the Town of Fletcher and its residents. Our objective is to enhance the overall park experience while contributing positively to local recreation programs.

Conclusion

We appreciate your consideration of this proposal and welcome the opportunity to discuss it further. Black Bear Pizza is confident that our experience, reliability, and community-focused approach would make us a strong partner for Fletcher Parks and Recreation.

Thank you for your time and consideration.

Respectfully submitted,

Black Bear Pizza

Jennifer Piercy Presley and Chad Presley

Black Bear Pizza

Fletcher Parks and Recreation Concession Stand

Pizza Cheese Slice	\$4.00
Pizza Pep Slice	\$4.50
Bottle Soft Drinks	\$3
Bottle Water	\$2
Gaterade	\$3
Can Dr. Pepper/Coke Zero	\$1.50
Candy	\$2.50
Slim Jim/Cowtail	\$.75
Blow Pop	\$.50
Chewing Gum	5 for \$1.00
Hamburger	\$4.00
Cheeseburger	\$4.50
Hot Dog	\$4.00
Nachos	\$4.00
Additional Toppings (Chili, Jalapeños, Slaw, onions)	\$.50
Popcorn	\$1.50
Pickle	\$2.00
Sunflower Seeds	\$1.00
Airhead (not extreme)	\$1.50
Hot Chocolate/Coffee	\$1.50
Bottle Pop/Sour Patch Kids	\$1.00
Hot Dog Combo-drink and chips	\$7.50
Hamburger/Cheeseburger Combo-drink and chips	\$7.50
Slice of Pizza and a drink	\$6
2 Slices of Pizza and a drink	\$9

Concession Stand Proposal

Business Name: Creative Sweets and Sips

Business Overview

Creative Sweets and Sips is a locally owned food service business operated by a proud Fletcher resident. Our mission is to provide high-quality food and beverages in a welcoming, family-friendly environment while supporting community events and recreation.

We see Bill Moore Community Park as a perfect opportunity to operate a successful, well-managed concession stand that is open on a consistent, daily basis and enhances the overall park experience for residents and visitors.

Experience & Qualifications

Creative Sweets and Sips bring strong, relevant experience in food service, concessions, and community events:

- Operated 4 Season Cafe in Hendersonville, NC for 2 years
- Managed concession operations for West Henderson and East Henderson Youth Football & Cheerleading for 2 years
- Weekly vendor at the Fletcher Community Farmers Market
- Catered and supported special events for Imago Dei Classical School in Mills River, NC

Our background demonstrates the ability to manage daily operations, handle high-volume event traffic, and work closely with families, youth programs, and municipal partners.

Staffing

- 8 trained staff members available to support daily operations, peak hours, and special events
 - Adequate staffing ensures efficient service during busy game days, tournaments, and community events
-

Proposed Hours of Operation

- **Monday – Friday:** 10:00 AM – 6:00 PM
- **Saturday:** 9:00 AM – 5:00 PM
- **Sunday:** 12:00 PM – 6:00 PM

Extended Hours Commitment: We will remain open until all scheduled games, practices, or events are completed, ensuring reliable service for park users.

Financial Proposal

- Monthly Payment to Fletcher Parks and Recreation: \$450 per month
-

Community Commitment

As a Fletcher resident who regularly visits Bill Moore Community Park, I recognize the strong demand and opportunity for a consistently operated concession stand that serves families, athletes, and spectators.

Our goal is to:

- Provide dependable daily service
 - Improve the overall park experience
 - Support youth sports and community events
 - Operate in a professional, clean, and customer-focused manner
-

Closing Statement

We would sincerely appreciate the opportunity to be awarded this bid and operate the concession stand at Bill Moore Community Park. Creative Sweets and Sips is committed to being a positive, reliable partner with Fletcher Parks and Recreation and a valued amenity for the Fletcher community.

Thank you for your time and consideration.

Submitted by:

Creative Sweets and Sips



Breads

- Banana \$3
- Zucchini \$3
- Cinnamon \$3
- Apple \$3

Drinks

- Lemonade \$6
- Russian tea \$6
- Ice Tea \$3
- Coffee \$5
- Sodas \$2

Apple

Nachos

\$5

Toppings:

Peanuts

Oaks & honey

M&M

Carmel

Chocolate

Hot food

- Hot dog combo \$5
- Sausage dog combo \$6
- Grilled cheese \$2
- Pizza \$4
- Nachos \$5

Italian Ice

- Blueberry
- Mango **\$5**
- Orange
- Green Apple

Deep Fried

Oreos

- 2 For \$5
- 5 For \$10

MB Concessions Proposal

MB Concessions

Melissa Baer

218 Sean Way

Hendersonville NC, 28792

Phone # 828-551-0833

About Us

We have successfully operated and managed concessions across multiple locations, ensuring consistent service delivery and growth since 2023. Our responsibilities have included full operational management, vendor coordination, staff oversight, inventory control, and adherence to all contractual and regulatory requirements

Proposition

Concession proposals:

- **Menu and prices:** Please see attached proposed menu with pricing.
-
- **Hours of operation:** 11:00am-7:00pm (scheduled events outside of these hours will be covered for service)
-
- **Rent:** \$400 a month paid to the town of Fletcher.

Conclusion

We are confident that our established track record operating concessions positions us as a strong and dependable partner. We look forward to the opportunity to deliver high-quality and dependable concession operations.



Concession Menu

DOUBLE-CLICK OR DOUBLE-TAP TO EDIT

Snacks

- Popcorn: Sm \$2 Lg \$5
- Nachos: \$3.50
- Candy Bars: \$2
- Pretzel: \$3 With cheese \$4
- Hot Dog: \$3.00
- 1/4lb All Beef Hot Dog: \$4.00
- Kettle Corn: \$5
- Chips: \$1
- Peanuts: \$1
- Fruit Snacks: \$.50
- Cotton Candy: \$3
- Pickles: \$1
- Italian Ice: \$4
- Sunflower seeds: \$1

Drinks

- Soda: \$1 Bottle: \$2
- Water: \$1
- Gatorade: \$2
- Slushies: \$3
- Monster: \$3

Combos

- Nachos & Bottle Soda: \$5
- Hotdog & Bottle Soda with Chips: \$5
- 1/4lb Hotdog & Bottle Soda with Chips: \$6
- 2 Hotdogs, Chips & can soda: \$7

R-26-02

Resolution Authorizing the Lease of the Concessions Building at Bill Moore Community
Park to Black Bear Pizza

WHEREAS, The Town of Fletcher is authorized pursuant to G.S. 160A-272 to lease property for such terms and upon such conditions as the Fletcher Town Council may determine; and

WHEREAS, property may be leased by the Town of Fletcher only pursuant to a resolution of the Fletcher Town Council authorizing the execution of a lease adopted at a special call meeting of the Fletcher Town Council; and

WHEREAS, such property will be leased for a period of 7 months at a rate of \$400 per month beginning on March 1, 2026, and ending on September 30, 2026

NOW THEREFORE BE IT RESOLVED, by the Fletcher Town Council of The Town of Fletcher, North Carolina as follows:

That the Fletcher Town Council hereby authorizes the Town Manager to execute a lease agreement with Jennifer Piercy Presley and Chad Presley of Black Bear Pizza to lease the Concessions Building in Bill Moore Community Park for a period of 7 months starting on March 1, 2026

Approved this the 16th day of February 2026.

Mayor Preston Blakely

ATTEST:

Christine Thompson, MMC, NCCMC
Town Clerk

STATE OF NORTH CAROLINA

CONCESSION LEASE AGREEMENT

COUNTY OF HENDERSON

THIS CONCESSION LEASE AGREEMENT, made and entered into this, the ___16th___ day of ___February___, 2026, by and between THE TOWN OF FLETCHER, 300 Old Cane Creek Road, Fletcher, NC 28732, as Lessor (hereinafter referred to as "the Town"), and Black Bear Pizza ., 3094 Sweeten Creek Rd, Asheville, NC 28732, as Lessee (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, the Town is the owner of certain Town facilities known as *The Bill Moore Community Park* (hereinafter "Park") and desires to lease the concession building within the Park to the Lessee. Lessee, in turn, desires to lease the concession building from the Town in accordance with the terms and conditions set forth in this Concession Lease Agreement, ("Lease Agreement"); and

WHEREAS, the Town and Lessee agree that it is mutually advantageous to set forth each party's respective obligations and agreements in their entirety in writing in this Lease Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEMISE OF PREMISES:** The Town agrees to lease to Lessee and Lessee does lease from the Town the Concession Building within the Park located in the Town of Fletcher, North Carolina, (the "Leased Premises"). In addition to the Building, the Town shall allow the Lessee to use the Concession Stand equipment listed in Exhibit A attached hereto and incorporated herein. Lessee agrees to maintain all said equipment in its current condition and return same to the Town in the same or better condition as first leased.

2. **CONDITIONS:** Lessee agrees to lease the Leased Premises subject to the following conditions:

- a. The Lessee acknowledges that the Lessee has inspected the Leased Premises and is fully satisfied with the physical condition thereof and agrees to accept the same in its present "AS IS" condition. The Town or any representative of the Town has not made any warranties or representations upon which the Lessee relies with respect to the physical condition of the Leased Premises.

- b. The Lessee accepts the Leased Premises subject to such conditions, restrictions, and limitations, if any, that presently appear of record in regard to the Leased Premises.
- c. The Lessee accepts the Leased Premises subject to any applicable health, life, safety, fire, or zoning ordinances, codes, or regulations of the Town of Fletcher, State of North Carolina, or any other governmental body now existing or which may exist by reason of any legal authority during the term of this Lease Agreement.
- d. Lessee accepts the Leased Premises subject to the proper performance by the Town of all of the terms and conditions contained in this Agreement.

3. **TERM:** The term of this Lease Agreement commences on the 1st day of March, 2026 and terminates on the 30th day of September, 2026, unless terminated sooner under the provisions of this Lease Agreement.

4, **DEPOSIT:** Lessee is required to deposit \$_____, before any use of the Leased Premises, however, the Town may determine that the Lessee is not required to deposit any sum for the use of the Leased Premises.

5. **USE OF PREMISES:** Lessee is permitted to use the Leased Premises during the term of this Lease Agreement for the sale of typical concession stand food, items and drinks to the general public.

6. **FEE SCHEDULE:** Lessee is responsible for paying rental fees to the Town in the amount of Four Hundred (\$400.00) Dollars per month for the rental of the Leased Premises.

7. **REPAIR AND MAINTENANCE:** The Town and Lessee agree that the Town will be responsible for any and all repair and maintenance of the Park including the Leased Premises.

8. **INDEMINIFICATION:** Lessee agrees to indemnify and hold harmless the Town from and against all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone arising out of the Lessee's use and occupancy of the Leased Premises. Lessee will, at Lessee's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Lessee or in which the Town may be impleaded with others upon any such above-mentioned matters or claims. This indemnification in no way limits the Lessee's obligation to maintain a blanket or other general liability insurance policy for the benefit of the Town. This indemnity and hold harmless provision will include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claims or proceedings brought thereon and the defense thereof.

9. **LIABILITY INSURANCE:** Lessee will, at the Lessee's sole cost and expense, provide and maintain during the term of this Lease Agreement a blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Leased Premises by the Lessee, said policy will have limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in aggregate.

10. **PROPERTY DAMAGE INSURANCE:** Lessee will, at the Lessee's sole cost and expense, provide and maintain property insurance during the term of this Lease Agreement in an amount sufficient to cover all items of property owned, maintained, or controlled by the Lessee on or within the Leased Premises.

11. **REQUIREMENTS FOR INSURANCE:** Insurance policies or riders required by this Lease Agreement will be (i) taken out by the Lessee thirty (30) days before the Lessee's use and occupancy of the Leased premises, or at the latest, the Lessee must have a Certificate of Insurance at the time of the Lessee's use and occupancy of the Leased Premises; (ii) maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of North Carolina; (iii) will contain a provision that the insurer will not cancel or revise coverage thereunder without giving written notice to the Lessee as an insured party and to the Town as an additional insured at least thirty (30) days before cancellation or revision becomes effective; (iv) will name the Lessee as an insured party and the Town as an additional insured; (v) will be in accordance with specifications approved by the insurance advisor for the Town; and (vi) will be evidenced by a Certificate of Insurance listing the Town as an additional insured, which will be filed with the Town.

12. **INTOXICATING BEVERAGES:** Intoxicating beverages will not be served on or about the Leased Premises.

13. **ASSIGNMENT AND SUBLETTING:** Lessee may not assign or sublet, or permit this Lease Agreement, in whole or in part, from being assigned or sublet without the Town's written consent. Any attempt to assign this Lease Agreement without such consent will result in this Lease Agreement being null and void. This Lease Agreement may be assigned by the Town at any time. In the event the Town assigns this Lease Agreement, the Town will provide notice of such assignment to the Lessee.

14. **DEFAULT:** If the Lessee will, at any time, default in the observance of any of the terms, covenants, and conditions of this Lease Agreement, including any exhibits thereto, the Town will immediately notify the Lessee of the Lessee's failure to observe said terms, covenants, and conditions. Upon such notice being given by the Town, this Lease Agreement will wholly cease and terminate and the Lessee will have no rights or interests whatsoever to further use or occupy the Leased Premises. In the event of any default by the Lessee under the terms of this Lease Agreement, the rent

payments required under this Lease Agreement will be due and paid up to the time of the Town's recovery of possession and re-entry upon the Leased Premises.

15. TERMINATION FOR CONVENIENCE: The Town may terminate this Lease Agreement at any time and for any reason upon thirty (30) days prior written notice to the Lessee.

16. SUCCESSORS AND ASSIGNS: This Lease Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto in accordance with the terms and conditions of this Lease Agreement and any statutes, regulations, ordinances, Town code provisions, or applicable Town charter provisions.

17. WRITTEN NOTICE: Written notice to be provided by or between the Town and the Lessee in accordance with this Lease Agreement will be either hand delivered or mailed by certified or registered mail to the following addresses:

If to the Town: Parks and Recreation Department Director
Town of Fletcher
300 Old Cane Creek Road
Fletcher, North Carolina 28732

If to the Lessee: Jennifer Piercy Presley, President/Registered Agent
Black Bear Pizza
3094 Sweeten Creek Rd.
Asheville , NC 28803

18. WAIVER OF DEFAULT: Any waiver by the Town of a default under the provisions of this Lease Agreement by the Lessee will not operate or be construed as a waiver of a subsequent default by the Lessee. No waiver will be valid unless in writing and signed by the Mayor or Town Manager.

19. SEVERABILITY: In the event that a court of competent jurisdiction holds that any term or provision of this Lease Agreement is unenforceable or otherwise invalid, the invalidity does not affect other terms, provisions, or applications of this Lease Agreement that can be given effect without the invalid terms or provisions, and to this end the terms and provisions of this Lease Agreement are severable.

20. ENTIRE AGREEMENT: This Lease Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Lease Agreement will have any force and effect. This Lease Agreement will not be modified in any way except in writing, signed by both parties.

21. GOVERNING LAW: This Lease Agreement will be governed exclusively by the provisions contained in this Lease Agreement and by the laws of the State of North Carolina.

22. FORCE MAJEURE: The Town will not be liable to the Lessee during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to the following: Act of God (e.g. flood, earthquake, wind), fog out, electrical problems, fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity such as for a pandemic. If such a circumstance occurs, the Town will undertake reasonable action to notify Lessee of the same.

23. RULES OF CONSTRUCTION: The parties acknowledge that they have had the opportunity to review this Lease Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this instrument will be operative against any party to this Lease Agreement.

IN TESTIMONY WHEREOF, the Town and Lessee have executed this Lease under seal effective the day and year first above written.

LESSOR:

TOWN OF FLETCHER

By: _____ (SEAL)
Name: MARK BIBERDORF
Title: Town Manager

ATTEST:

Name: _____
Title: _____

LESSEE:

Black Bear Pizza

By: _____ (SEAL)
Name: Jennifer Piercy Presley
Title: President/Registered Agent

ATTEST:

Name: _____
Title: _____

EXHIBIT A

1. DRINK COOLER – SUMMIT APPLIANCE
2. MICROWAVE – WHIRLPOOL
3. COFFEE MAKER – VEVOR MODEL
4. REFRIGERATOR-FREEZER - VISSANI
5. ICE MAKER – VELIVI BRAND
6. HOT DOG ROLLER INDOOR GRILL – OLDE MIDWAY
7. COUNTERTOP POPCORN MACHINE – PARAGON BRAND
8. TOWER FAN - DREO
9. SNOW CONE MACHINE- VEVOR MODEL
10. FIRST AID KIT - PLUMBFLEX
11. FIRE EXTINGUISHER – KIDDE BRAND