



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

December 9, 2024

REGULAR SESSION AGENDA

Time: 6:00 PM

Black Mountain Presbyterian Church | 117 Montreat Rd., Black Mountain, NC 28711

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 Conserve Resources; print only when necessary.

The Town of Black Mountain is committed to providing accessible facilities, programs, and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door. Should you need other assistance or accommodation for this meeting, please contact Town Clerk Wesley Barker at: town.clerk@tobm.org, or (828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

- 1.A. Welcome
- 1.B. Pledge of Allegiance
- 1.C. Moment of Silence
- 1.D. Announcements
- 1.E. Mayor's Statement

In accordance with the Code of Ethics adopted by the Council, all Council Members have a duty to conduct the affairs of the governing board in an open

and public manner free of conflicts of interest. Is there any item on the agenda the outcome of which will have a direct, substantial, and readily identifiable financial impact for any Council Member, his or her family or close business associates? Does any Council Member have a financial interest in any public contract coming before this Council today? There being none, all Council Members have a duty and obligation to vote.

2. ORGANIZATIONAL MEETING

- 2.A. Oath of office for elected Council Members Doug Hay, Pam King, Archie Pertiller & Ryan Stone by the Honorable Ward D. Scott - Wesley Barker, Town Clerk**

Motion: n/a- Council members will be given their oath of office.

- 2.B. Election of Mayor Pro Tempore - Wesley Barker, Town Clerk**

Motion: I move that Town Council elect _____ as Mayor Pro Tempore (Vice-Mayor).

- 2.C. Approval of November 5, 2024, General Election Abstract of Votes Results - Wesley Barker, Town Clerk**

Motion: I move that we approve the November 5, 2024 General Election Abstract of Votes as presented.

3. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

4. CITIZEN COMMENTS

Individuals wishing to address the Council are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Council. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.

5. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

6. CONSENT AGENDA

All items on the consent agenda are considered routine, to be enacted by one motion without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the consent agenda and considered separately.

- 6.A. Adoption of Meeting Minutes from August 8, August 12, and September 5, 2024 - Wesley Barker, Town Clerk**

Motion: I move that the Town Council meeting minutes from August 8, August 12 and September 5 be adopted.

- 6.B. Call for Public Hearing to Amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.11, Uses; Section 4.7.14, Table of Permitted Uses; and Chapter 5,**

Section 5.18, Emergency Housing to add definitions and text for emergency temporary housing - Jennifer Tipton, Senior Admin

Motion: To call for a public hearing to amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.11, Uses; Section 4.7.14, Table of Permitted Uses; and Chapter 5, Section 5.18, Emergency Housing to add definitions and text for emergency temporary housing, to be held on Monday, January 13, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

6.C. Adoption of the 2025 Town Council Meeting Schedule - Wesley Barker, Town Clerk

Motion: I move to adopt the 2025 Town Council Meeting Schedule as presented.

6.D. Consideration of 2025 Town Holiday Schedule - Wesley Barker, Town Clerk

Motion: I move to approve the 2025 Town Holiday Schedule as presented.

6.E. Monthly Property Tax Collector Report - Cortney Kidd, Accounting Manager

Motion: I move to approve the monthly tax collector report as presented.

6.F. Resolution to Accept Donated Equipment to the Town - Josh Harrold, Town Manager

Motion: I move to approve the resolution to accept donated items to the town as presented.

7. PUBLIC HEARING

The chair will recognize individuals requesting to address the Council regarding the specific topic of the public hearing. **Public hearing comments by any one speaker shall be limited to ten (10) minutes.** The Mayor reserves the right to alter time limits and other rules of procedure at the beginning of each public hearing.

7.A. Public Hearing to Amend Chapter 4, Section 4.7.11, Uses, and Chapter 5, Additional Use Standards for Specified Uses, Section 5.17 Mobile Retail Vendors to add a maximum number of mobile retail vendors per permitted district. - Jennifer Tipton, Senior Admin

Motion: I move to approve the proposed text amendments to Chapter 4, Section 4.7.11, Uses, and Chapter 5, Additional Use Standards for Specified Uses, Section 5.17 Mobile Retail Vendors as presented and find that the proposed changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice.

7.B. Public Hearing to Amend Chapter 1, Section 1.2.3, Definitions, to add a definition for mobile retail vendors - Jennifer Tipton, Senior Admin

Motion: I move that we approve the proposed text amendments to Chapter 1, Section 1.2.3, Definitions as presented and find that the proposed

changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice.

8. CITIZEN COMMENTS

Individuals wishing to address the Council are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Council. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.

9. UNFINISHED BUSINESS

9.A. Resolution Ratifying and Approving an Agreement for Professional Services for Disaster Related Property Restoration Services - Angela Reece, Facilities & Project Manager, Deputy Town Clerk

Motion: I move that Town Council approve the Resolution and Ratify the Agreement with **Belfor Property Restoration Group, Inc.** (selected firm) to Provide Professional Emergency Property Restoration Services and authorize the Town Manager or his designee to negotiate and execute the necessary scope of work and a fee not to exceed \$1,000,000.00 to mitigate water intrusion and implement emergency repairs to prevent further degradation and restore town facilities to a safe, usable condition.

9.B. Amended Debris Removal Interlocal Agreement with Buncombe County (Tetra Tech) - Josh Harrold, Town Manager

Motion: I move that Town Council approve the amended interlocal agreement with Buncombe County for Debris Removal with Tetra Tech.

9.C. Consideration of Amendment to Hurricane Helene Grant Project Ordinance and Project Budget Amendment - Tammy Holland, Finance Director

Motion: Motion to approve the Hurricane Helene Grant Project Ordinance and Project Budget Amendment as presented and recommended.

10. NEW BUSINESS

10.A. Consideration of Art in the Afternoon Lease Renewal (one-year) - Josh Harrold, Town Manager

Motion: I move that we approve the lease agreement for Art in the Afternoon for an additional year to expire August 31, 2025.

11. COMMUNICATION FROM TOWN MANAGER & TOWN ATTORNEY

12. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

13. CLOSED SESSION

14. ADJOURNMENT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** December 9, 2024
AGENDA SECTION: Organizational Meeting **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Oath of office for elected Council Members Doug Hay, Pam King, Archie Pertiller & Ryan Stone by the Honorable Ward D. Scott

SUGGESTED MOTION(S):

n/a- Council members will be given their oath of office.

SUMMARY:

The Honorable Ward D. Scott will administer the oath of office for elected Councilmembers Doug Hay, Pam King, Archie Pertiller and Ryan Stone.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded. n/a

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** December 9, 2024
AGENDA SECTION: Organizational Meeting **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Election of Mayor Pro Tempore

SUGGESTED MOTION(S):

I move that Town Council elect _____ as Mayor Pro Tempore (Vice-Mayor).

SUMMARY:

NC General Statute 160A-70 states, "At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the pleasure of the council. A member of council serving as mayor pro tempore shall be entitled to vote on all matters and shall be considered a member of council for all purposes, including the determination of whether a quorum is present. During the absence of the mayor, the council may confer upon the mayor pro tempore any of the powers and duties of the mayor." Council members will need to vote to elect the mayor pro tempore, otherwise known as vice-mayor.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded. n/a

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** December 9, 2024
AGENDA SECTION: Organizational Meeting **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Approval of November 5, 2024, General Election Abstract of Votes Results

SUGGESTED MOTION(S):

I move that we approve the November 5, 2024 General Election Abstract of Votes as presented.

SUMMARY:

The Town has received the certified abstract of votes from the November 5, 2024, General Election from the Buncombe County Board of Elections with a certified statement dated November 15, 2024. The certified statement states "The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the attached is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named." Historically, the Town Council has voted to accept the results of an election and votes cast, and the information is entered into the Town's record via the meeting minutes.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. 11-5-2024 General Election Abstract of Votes



2024 GENERAL ELECTION

11/05/2024

ABSTRACT OF VOTES
FOR

BUNCOMBE COUNTY, NORTH CAROLINA

COPY

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the clerk of superior court for the county and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

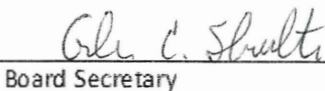
STATE OF NORTH CAROLINA

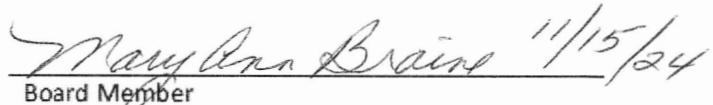
COUNTY OF BUNCOMBE

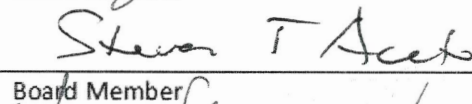
The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the attached is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

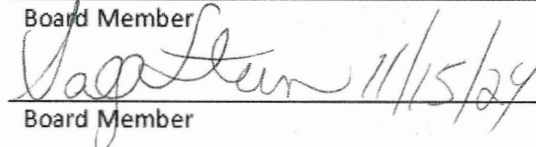
This is the 15th day of November, 2024.


Board Chair


Board Secretary

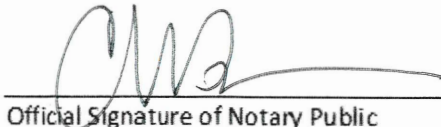
 11/15/24
Board Member


Board Member

 11/15/24
Board Member

This day personally appeared before me, JAKE QUINN, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 15th day of November, 2024.


Official Signature of Notary Public

CORINNE M DUNCAN
Printed/Typed Name of Notary Public

My Commission Expires: 2/20/28



November 05, 2024 General Election Results by Contest

Friday, November 15, 2024
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Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
US PRESIDENT	Kamala D. Harris	DEM	98,862	15,307	73,706	9,316	333
	Donald J. Trump	REP	59,016	15,678	40,372	2,641	325
	Jill Stein	GRE	1,001	345	579	73	4
	Chase Oliver	LIB	658	279	334	43	2
	Cornel West	JFA	361	131	202	26	2
	Randall Terry	CST	187	66	111	8	2
	Claudia de la Cruz		50	21	29	0	0
	(Write-In)						
	Shiva Ayyadurai (Write-In)		4	3	1	0	0
US HOUSE OF REPRESENTATIVES DISTRICT 11	Caleb Rudow	DEM	95,289	15,038	71,126	8,808	317
	Chuck Edwards	REP	60,589	16,220	41,121	2,946	302
	Josh Stein	DEM	106,511	17,950	78,727	9,587	347
	Mark Robinson	REP	44,373	11,247	31,034	1,852	240
	Mike Ross	LIB	4,023	1,432	2,352	220	19
NC GOVERNOR	Wayne Turner	GRE	1,559	543	865	139	12
	Vinny Smith	CST	1,089	356	652	70	11
	Rachel Hunt	DEM	98,624	15,731	73,448	9,127	318
	Hal Weatherman	REP	53,881	13,740	37,450	2,431	260
	Shannon W. Bray	LIB	2,941	1,176	1,558	184	23
NC LIEUTENANT GOVERNOR	Wayne Jones	CST	1,209	453	675	67	14
	Jeff Jackson	DEM	101,266	16,933	74,693	9,297	343
	Dan Bishop	REP	55,029	14,219	37,998	2,533	279
	Jessica Holmes	DEM	94,624	14,806	70,751	8,758	309
	Dave Boliek	REP	53,839	13,780	37,314	2,485	260
NC AUDITOR	Bob Drach	LIB	5,104	1,969	2,715	381	39
	Sarah Taber	DEM	92,778	14,193	69,725	8,556	304
	Steve Troxler	REP	59,019	15,189	40,730	2,827	273
	Sean Haugh	LIB	4,082	1,592	2,209	244	37
	Natasha Marcus	DEM	96,537	15,335	71,970	8,913	319
NC COMMISSIONER OF AGRICULTURE	Mike Causey	REP	58,085	15,193	39,938	2,673	281
	Braxton Winston II	DEM	95,136	14,763	71,262	8,782	329
	Luke Farley	REP	59,387	15,628	40,718	2,760	281
	Elaine Marshall	DEM	99,817	16,127	74,237	9,127	326
	Chad Brown	REP	55,972	14,518	38,946	2,525	283
BUNCOMBE COUNTY							

November 05, 2024 General Election Results by Contest

Friday, November 15, 2024
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Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
NC SUPERINTENDENT OF PUBLIC INSTRUCTION	Maurice (Mo) Green	DEM	98,691	15,875	73,473	9,014	329
NC TREASURER	Michele Morrow	REP	56,223	14,672	38,739	2,535	277
	Wesley Harris	DEM	95,511	14,888	71,567	8,739	317
	Brad Briner	REP	59,349	15,555	40,675	2,824	295
NC SUPREME COURT ASSOCIATE JUSTICE SEAT 06	Allison Riggs	DEM	99,096	16,033	73,635	9,091	337
	Jefferson G. Griffin	REP	56,471	14,632	38,994	2,567	278
NC COURT OF APPEALS JUDGE SEAT 12	Carolyn Jennings Thompson	DEM	97,638	15,563	72,731	9,016	328
	Tom Murry	REP	56,930	14,870	39,193	2,588	279
NC COURT OF APPEALS JUDGE SEAT 14	Ed Eldred	DEM	95,418	14,969	71,350	8,782	317
	Valerie Zachary	REP	58,677	15,361	40,213	2,814	289
NC COURT OF APPEALS JUDGE SEAT 15	Martin E. Moore	DEM	97,118	15,340	72,516	8,936	326
	Chris Freeman	REP	57,267	15,010	39,326	2,652	279
NC STATE SENATE DISTRICT 46	Warren Daniel	REP	20,035	5,440	13,872	626	97
	John Ager	DEM	17,756	3,085	13,305	1,305	61
NC STATE SENATE DISTRICT 49	Julie Mayfield	DEM	81,037	12,814	60,181	7,793	249
	Kristie Tincher Sluder	REP	36,288	9,206	24,996	1,930	156
NC HOUSE OF REPRESENTATIVES DISTRICT 114	Eric Ager	DEM	32,441	4,957	24,329	3,078	77
	Sherry M. Higgins	REP	21,905	5,289	15,372	1,171	73
NC HOUSE OF REPRESENTATIVES DISTRICT 115	Lindsey Prather	DEM	26,203	4,309	19,836	1,989	69
	Ruth Smith	REP	24,720	6,548	17,319	738	115
NC HOUSE OF REPRESENTATIVES DISTRICT 116	Brian Turner	DEM	42,815	7,597	30,959	4,111	148
NC DISTRICT COURT JUDGE DISTRICT 40 SEAT 06	Robin Leigh Merrell	DEM	110,489	20,462	80,097	9,542	388
NC DISTRICT COURT JUDGE DISTRICT 40 SEAT 07	Meredith Pressley Stone	DEM	109,253	20,220	79,180	9,466	387
BUNCOMBE COUNTY BOARD OF COMMISSIONERS CHAIRMAN	Amanda Edwards	DEM	89,528	13,683	67,120	8,417	308
	Van Duncan	UNA	57,729	15,509	39,260	2,701	259
BUNCOMBE COUNTY BOARD OF COMMISSIONERS DISTRICT 01	Jennifer Horton	DEM	31,342	4,704	23,556	3,005	77
	Paul Benjamin	REP	22,454	5,405	15,783	1,198	68
BUNCOMBE COUNTY BOARD OF COMMISSIONERS DISTRICT 02	Terrl Wells	DEM	25,730	4,166	19,616	1,877	71
	Bruce O'Connell	UNA	21,642	5,941	14,886	725	90
BUNCOMBE COUNTY BOARD OF COMMISSIONERS DISTRICT 03	Parker Sloan	DEM	42,118	7,399	30,501	4,067	151
BUNCOMBE COUNTY CLERK OF SUPERIOR COURT (UNEXPIRED)	Jean Marie Christy	DEM	111,808	20,571	81,267	9,573	397
BUNCOMBE COUNTY REGISTER OF DEEDS	Drew Reisinger	DEM	111,512	20,472	81,252	9,408	380
BUNCOMBE SOIL AND WATER CONSERVATION DISTRICT SUPERVISOR	Blair Thompson	DEM	80,148	15,612	58,168	6,059	309

BUNCOMBE COUNTY

November 05, 2024 General Election Results by Contest

Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
BUNCOMBE SOIL AND WATER CONSERVATION DISTRICT SUPERVISOR	Stu Rohrbaugh		31,893	7,210	21,914	2,636	133
	Marcus Slusher (Write-In)		5	0	5	0	0
BUNCOMBE COUNTY SCHOOLS BOARD OF EDUCATION AT-LARGE	Charles Martin		51,377	9,838	37,887	3,496	156
	Glenda P. Weinert		34,551	7,065	25,217	2,152	117
	Arria Williams		14,062	3,526	9,342	1,113	81
	Greg Parks (Write-In)		63	10	51	2	0
	Sara Disher Ratliff (Write-In)		43	14	25	4	0
	Jim Fulton (Write-In)		28	8	20	0	0
	Greg Cheatham (Write-In)		18	4	14	0	0
	Ann B. Franklin (Write-In)		13	2	10	1	0
	Amy Churchill (Write-In)		11	2	8	1	0
	Nancy Hargrove (Write-In)		7	1	4	2	0
BUNCOMBE COUNTY SCHOOLS BOARD OF EDUCATION DISTRICT 01	Ann B. Franklin		11,530	1,860	8,857	788	25
	Greg Parks		7,010	1,620	5,109	245	36
	Greg Cheatham		7,063	1,124	5,429	487	23
BUNCOMBE COUNTY SCHOOLS BOARD OF EDUCATION DISTRICT 02	Nancy Shook Hargrove		5,649	1,073	4,069	491	16
	Sara Disher Ratliff		5,341	1,061	3,976	285	19
	Amy Churchill		10,890	2,424	7,371	1,070	25
BUNCOMBE COUNTY SCHOOLS BOARD OF EDUCATION DISTRICT 04	Jim Fulton		6,738	1,598	4,717	412	11
	Sage Turner		27,949	4,312	20,784	2,765	88
	Kim Roney		25,736	4,295	18,524	2,829	88
CITY OF ASHEVILLE CITY COUNCIL	Roberto (Bo) Hess		24,118	3,840	18,085	2,118	75
	Kevan Frazier		18,990	2,927	14,266	1,732	65
	Tod Leaven		14,975	2,491	10,980	1,466	38
	Charles (CJ) Domingo		10,051	2,193	6,765	1,057	36
	Pepi Acebo (Write-In)		6	0	6	0	0
	Pepi Acebo		14,796	2,298	11,045	1,401	52
	Jesse Warren		14,057	2,129	10,469	1,404	55
	George Sieburg		13,231	1,781	9,939	1,468	43
	William Young		11,208	1,749	8,301	1,119	39
	Daniel Shetley (Write-In)		107	19	86	2	0
TOWN OF BLACK MOUNTAIN TOWN COUNCIL	Pam King		2,518	259	2,031	221	7
	Doug Hay		2,513	329	1,999	180	5

BUNCOMBE COUNTY

November 05, 2024 General Election Results by Contest

Friday, November 15, 2024
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Contest	Choice	Party	Total Votes	Election Day	Early Voting	Abs Mail	Provisional
TOWN OF BLACK MOUNTAIN TOWN COUNCIL	Archie Pertiller, Jr.		2,459	365	1,893	196	5
	Dan Cordell		2,332	524	1,682	118	8
	Rick Earley		1,909	404	1,394	105	6
	Lisa G. Milton		1,396	208	1,074	107	7
TOWN OF BLACK MOUNTAIN TOWN COUNCIL (UNEXPIRED)	Ryan Stone		3,857	631	2,924	290	12
	Archie Pertiller Jr (Write-In)		7	0	6	1	0
	Dan Cordell (Write-In)		6	0	6	0	0
	George F. Goosmann III		892	398	403	91	0
TOWN OF BILTMORE FOREST MAYOR	Doris Loomis (Write-In)		10	0	7	3	0
	Doris P. Loomis		733	344	311	78	0
	Allan R. Tarleton		552	246	261	45	0
	Drew Stephens		526	236	255	35	0
TOWN OF MONTREAT MAYOR	Michael B. Freeman		481	225	207	49	0
	Timothy (Tim) Helms		304	29	245	30	0
	Jane Alexander		269	14	230	25	0
	Katheryn (Kitty) Fouché		236	18	193	25	0
TOWN OF MONTREAT COMMISSIONER	M. Bryant McEntire		83	11	66	6	0
	Grant C. Dasher		284	26	232	26	0
	For		97,904	23,594	67,691	6,162	457
	Against		49,339	6,082	38,247	4,895	115
CITY OF ASHEVILLE HOUSING BONDS REFERENDUM	Yes		35,060	5,303	26,237	3,403	117
	No		14,352	3,146	9,917	1,234	55
	Yes		37,519	5,850	27,901	3,642	126
	No		12,382	2,719	8,552	1,056	55
CITY OF ASHEVILLE PARKS AND RECREATION BONDS REFERENDUM	Yes		39,094	6,334	28,970	3,648	142
	No		11,031	2,293	7,658	1,040	40
	Yes		36,422	5,688	27,174	3,438	122
	No		13,557	2,921	9,284	1,292	60

Buncombe County, NC

0014_BLACK MOUNTAIN COUNCIL												
VOTE FOR 3												
	Dan Cordell	Rick Earley	Doug Hay	Pam King	Lisa G. Milton	Archie Pertiller, Jr.	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	
32.1_	56	50	107	106	59	80	0	0	458	0	106	
33.2_	584	430	544	509	307	499	7	7	2,880	3	801	
33.3_	726	611	678	669	368	729	16	16	3,797	3	1,168	
34.1_	442	379	491	463	265	454	10	10	2,504	9	481	
35.1_	523	438	691	769	397	694	7	7	3,519	9	1,026	
36.1_	1	1	2	2	0	3	0	0	9	0	0	
Totals	2,332	1,909	2,513	2,518	1,396	2,459	40	40	13,167	24	3,582	

November 5, 2024

	0019_BLACK MOUNTAIN COUNCIL (UNEX)							0015_BILTMORE FOREST MAYOR			
	VOTE FOR 1							VOTE FOR 1			
	Ryan Stone	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes		George F. Goosmann III	Write-in Totals	Write-in: Not Assigned	Total Votes Cast
31.1_											
32.1_	141	2	2	143	0	45		892	86	86	978
33.2_	830	12	12	842	0	386					
33.3_	1,122	24	24	1,146	0	510					
34.1_	683	22	22	705	0	293					
35.1_	1,078	21	21	1,099	0	419					
36.1_	3	0	0	3	0	0					
Totals	3,857	81	81	3,938	0	1,653		892	86	86	978
											141



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** December 9, 2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Adoption of Meeting Minutes from August 8, August 12, and September 5, 2024

SUGGESTED MOTION(S):

I move that the Town Council meeting minutes from August 8, August 12 and September 5 be adopted.

SUMMARY:

Adoption of meeting minutes from the following Town Council meetings:

- August 8, 2024, Agenda Work Session
- August 12, 2024, Regular Meeting
- September 5, 2024, Agenda Work Session

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. August 8, 2024 Agenda Workshop +Facilities Presentation Minutes
2. August 12, 2024 Regular Meeting Minutes
3. September 5, 2024 Agenda Workshop Minutes



BLACK MOUNTAIN TOWN COUNCIL MINUTES

**August 8, 2024 | Agenda Workshop Meeting & Special Projects and Facilities
Presentation | Time: 5:00 P.M.**

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

The Black Mountain Town Council held their agenda workshop meeting on Thursday, August 8, 2024, at 5:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

Mayor C. Michael Sobol called the meeting to order at 5:02 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Pam King, Council Member Ryan Stone. *Council Member Doug Hay was absent.*

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; Jamey Matthews, Public Works Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Tammy Holland, Finance Director, Angela Reece, Project & Facilities Manager.

AUGUST 12, 2024 COUNCIL MEETING AGENDA REVIEW

Town Manager Josh Harrold reviewed the proposed agenda for the upcoming August 12, 2024 regular Town Council meeting.

There was a short discussion about mobile retail vendors and the proposed call for a public hearing for text amendments to allow these in specific zoning districts.

A new business item which would amend the Code of Ordinances under the Plumbing Code Additions referring to shut-off valve requirements was briefly discussed. Staff explained this is to comply with House Bill 166 which prohibits the requirement of redundant shut-off valves.

Council Member Alice Berry made a motion to approve the agenda as presented. A vote of 4-0 in favor. Council Member Doug Hay was absent.

SPECIAL PROJECT AND FACILITIES PRESENTATION

Project and Facilities Manager Angela Reece gave a presentation to the Council providing updates on special projects and presented findings on the initial facilities assessments. Noteworthy items from the presentation on special projects included the following:

- Tomahawk Dam Repair – Angela Reece advised she will submit 2 change orders to Council at their September meeting for construction and additional engineering services

(\$5,500 engineering for development and submission of required Emergency Action Plan and \$7,550.00 construction for remediation of soft soils outside the initial planned work area).

- Stormwater Planning SRP-SW-ARP-0055 – Angela Reece advised she will submit a request for funding to Council at their September meeting for additional services in the amount of \$21,000 for stormwater geodatabase data migration from Wildlands and Land of Sky Regional Council’s servers to the town’s servers and for ESRI Interactive Online Platform infrastructure which are not part of the grant.
- HL-0013 9th Street Bridge Replacement- Angela Reece advised Council that costs will increase when the Man-Day estimates for wet utilities come back and again once probable construction costs come in. She advised there was a similar project in Yancey County where the construction was over \$1M due to inflation.

Next, Angela Reece gave a presentation to Council about Town facilities. A Facility Condition Assessment (FCA) is used to measure deterioration with an aim of collecting data to determine the need and timing of preventive or remedial action to assess and maintain the desired level of service. Data from the FCA’s will assist town staff to plan for future expenditures, predict the useful life of physical assets and equipment, develop a strategic preventive maintenance program and informing the Town’s Capital Improvement Plan (CIP). Angela reviewed the FCA ratings and recommendations for the following Town facilities:

<u>Facility & Location</u>	<u>Overall FCA Rating</u>	<u>Recommendation</u>
Town Hall Facility 160 Midland Ave.	Good – only superficial damage or defects with no functional impact. No concerns as to structural safety or current overall facility integrity.	Routine maintenance, repair, sealing and/or cleaning. It is recommended to have a certified electrician provide an assessment and cost to remediate some noted electrical deficiencies. Consider soliciting professional firm to assess facility space needs and operational layout with cost estimates. Facility elements such as shell, site, plumbing and HVAC/Geothermal systems should be incorporated into capital planning to prepare for future replacement costs.
Fire & Police Department Facilities 106 Montreat Rd.	Poor - many items are critically damaged, in need of immediate repair, or are well past their useful life. Site observations, research,	Due to the uncertainty of repairs as well as years since geotechnical testing has been performed, it is recommended to be in the town’s best interests to consider expanding asbestos

	and interviews with the associated architect and engineer, as well as staff indicate ongoing concerns of continued or unmitigated structural sagging, corrosion, major cracking, and shifting of the foundation. As of the date this report was released, records or evidence has been located for two repairs as were suggested by previous engineering recommendations to this facility. (North wall tie in and FD garage pit fill in)	testing, and to obtain a new structural engineering and geotechnical assessment of the entire facility without great delay.
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There being no further business, Mayor C. Michael Sobol adjourned the meeting at 6:20 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

August 12, 2024 | Regular Meeting | Time: 6:00 P.M.

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

The Black Mountain Town Council held their regular meeting on Monday, August 12, 2024, at 6:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

Vice Mayor Archie Pertiller called the meeting to order at 6:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone. *Mayor C. Michael Sobol was absent.*

The following staff members were present: Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; Josh Henderson, Recreation & Parks Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Angela Reece, Project and Facilities Manager. Attorney Brian Gulden was also present.

Vice Mayor Pertiller led those in attendance in the pledge of allegiance and a moment of silence, then read the ethics statement.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Council Member Alice Berry made a motion to approve the following resolution. A vote of 5-0 in favor.

RESOLUTION REQUESTING USING ALTERNATIVES TO THE APPLICATION OF GLYPHOSATE-BASED HERBICIDES AND OTHER HERBICIDES AND PESTICIDES DEEMED CARCINOGENIC ON TOWN-OWNED AND TOWN-MANAGED PROPERTIES

Resolution #R-24-28

WHEREAS, glyphosate, the active ingredient in many commercial and consumer herbicide products, is commonly used to control nuisance weeds and other unwanted vegetation at public parks, roadsides, businesses, industrial sites, agricultural fields, and homes; and

WHEREAS, there has been increasing concern regarding the toxic effects of glyphosate, which binds tightly to soils and can persist in the ground for months, on fish, amphibians, invertebrates, micro-organisms, and the general eco-system; and

WHEREAS, for example, a recent study of glyphosate's effects on bees concluded that exposure of bees to glyphosate can perturb their beneficial gut microbiota, potentially affecting bee health and bees' effectiveness as pollinators; and

WHEREAS, although the U.S. Environmental Protection Agency has found that glyphosate presents no risks of concern to human health when used in accordance with its label, the World Health Organization’s International Agency for Research on Cancer has classified glyphosate as “probably carcinogenic in humans”; and

WHEREAS, although the use of glyphosate-based herbicides has not been prohibited by federal or North Carolina regulatory agencies, the Council believes that the Town should consider alternatives to the use of glyphosate-based herbicides and other herbicides or pesticides deemed carcinogenic as a precautionary measure to mitigate health risks to the general public and Town employees, to protect the environment, and to limit the Town’s exposure to liability.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Black Mountain that the Town is requested to consider alternatives to the application of glyphosate-based herbicides and other herbicides or pesticides deemed carcinogenic on Town owned and Town-managed properties; and

BE IT FURTHER RESOLVED those copies of this resolution be transmitted to the Director of Public Works and Director of Recreation and Parks.

READ APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain, North Carolina, upon a motion by Council Member Alice Berry, on the 12th day of August 2024.

3. CITIZEN COMMENTS

Judd Dougherty, Black Mountain Library Board Chairman, gave a few remarks on recent library upgrades and staff appreciation. He spoke on his intent to resign from the Library Board effective September 1, 2024.

Shawn Slome, Town resident, spoke on the placement of boulders in the right-of-way along N. Park Lane which prohibited public parking and voiced concern of this right-of-way use by the property owner.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

Emily Benson, Director of Programs with Buncombe County Council on Aging, gave a presentation to Council about the senior dining meal programs across the county and at the Lakeview Senior Center. Ms. Benson spoke on state budget cuts which would lower the number of meals that would be provided for each meal site beginning in September 2024. Locally, due to the budget cuts, beginning in September 2024 through July 1, 2025, the current quota for Lakeview Center would be 24 meals per day, 480 meals per month. The basic meal cost with no additional administrative cost is approximately \$6.00. It was stated that many seniors who receive meals at Lakeview are their only meal of the day and/or it is the only opportunity they have for socialization. The Council thanked Ms. Benson for this report.

5. CONSENT AGENDA

Assistant Town Manager Jessica Trotman reviewed the consent agenda items with the Town

Council. Jessica requested that an item be added to the consent agenda as Item 5-I entitled **“Resolution to apply through the Great Trails State Program for Professional Engineering (PE) for the Ridgecrest Trail Connector.”** This resolution would allow the Town to apply for a funding opportunity that would provide PE for the Ridgecrest Trail Connector. The Town would apply for \$150,000 and the required match is 50%, so the Town would contribute \$75,000, if awarded. However, this funding would be a secondary plan if the Town did not get awarded funds through the FHWA Active Transportation Infrastructure Program to which it has also applied to and is the preferable funding opportunity.

A. Adoption of Meeting Minutes.

1. July 3, 2024 Agenda Meeting Minutes
2. July 8, 2024 Regular Meeting Minutes

*Council Member Pam King made a motion to approve the meeting minutes as presented. A vote of 5-0 in favor. **A copy of these minutes is included at the end of this document as “Appendix A” and “Appendix B.”***

B. Monthly Property Tax Collector Report – June 2024

Council Member Pam King made a motion to approve the tax collector report as presented. A vote of 5-0 in favor.

CURRENT YEAR TAX -ALL TAXES, LIENS, LATE LIST PENALTIES, INTEREST AND FEES

Billed	\$ 5,207,493.16
Collected	\$ 5,185,647.06
Adjustments and Releases	\$ (12,274.96)
Outstanding real and personal property taxes	<u>\$ 9,571.14</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR	99.82%
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PRIOR YEAR TAX(S) COLLECTED WITHIN THE MONTH

Collected	\$ 520.01
Adjustments and Releases	\$ 2.79

Per NCGS 105-381(b) the Tax Collector is reporting tax releases/refunds within the current period:

Ad Valorem	\$ 16.50
Motor Vehicle	\$ 194.65

C. Consideration of Budget Amendments.

Council Member Pam King made a motion to approve the following budget amendments.

A vote of 5-0 in favor.

1. Carry forward remaining unspent funds from prior FY for Paving not yet completed- \$550,000
2. Carry forward remaining unspent donated funds from prior FY for Police Dept. Community Outreach- \$36,100
3. Carry forward remaining unspent funds from prior FY for Police Dept. Forfeiture Funds- \$110,700
4. Carry forward unspent contribution of funds from prior FY for Town Square- \$15,100
5. Correction of Police Dept. uniforms budget line item that was omitted in final budget- \$33,800
6. Fairway Dr./Tomahawk Dr. Stormwater Diversion Project to enhance stormwater management by installing a pipe diversion- \$159,000
7. Replacement of Existing Footers for New Gazebo per Engineering Report- \$2,900
8. Appropriated Fund Balance required for offices for the Planning Department construction within Public Works building- \$23,000

Adjustment Numb	Summary	Description	Account Number	Account Name	Sum of Amount
BA25-0000004	Carryover unspent Funds: Paving	BAMEND - Carryforward of unspent funds -Paving Powell	220-0000-48900	Appropriated Fund Balance	-\$202,000.00
			220-4625-57610	Street/Bridge/Sidewalk/Greenway	\$202,000.00
		BAMEND - Carryforward of unspent funds - Paving General Fund	100-0000-48900	Appropriated Fund Balance	-\$348,000.00
			100-4620-57610	Street/Bridge/Sidewalk/Greenway	\$348,000.00
	Carryover unspent Funds: PD Community Outreach	BAMEND - Carryforward of unspent funds	235-0000-48900	Appropriated Fund Balance	-\$36,100.00
			235-4510-55023	Expense	\$36,100.00
	Carryover unspent Funds: PD Forfeiture Funds	BAMEND - Carryforward of unspent funds	230-0000-48900	Appropriated Fund Balance	-\$110,700.00
		BAMEND - Carryforward of unspent funds State Forfeiture	230-4511-52499	LEO Supplies and Materials	\$50,345.00
		BAMEND - Carryforward of unspent funds US Treasury	230-4512-52499	LEO Supplies and Materials	\$12,740.00
		BAMEND - Carryforward of unspent funds DOJ	230-4513-52499	LEO Supplies and Materials	\$27,990.00
		BAMEND - Carryforward of unspent funds Homeland Security	230-4514-52499	LEO Supplies and Materials	\$19,625.00
	Carryover unspent Funds: Town Square Contribution	BAMEND - Carryforward of unspent funds-Town Square	100-4615-52311	R & M - Grounds/Parks/Greenways	\$15,100.00
		BAMEND - Carryforward of unspent fund-Town Square	100-0000-48900	Appropriated Fund Balance	-\$15,100.00
Adjustment Number	Summary	Description	Account Number	Account Name	Sum of Amount
BA25-0000001	PD Uniforms budget correction. Uniform expense line final budet was reduced in final budget process in error.	BAMEND - PD Uniforms	100-0000-48900	Appropriated Fund Balance	-\$33,800.00
			100-4510-51015	Uniforms	\$33,800.00
BA25-0000005	Fairway Drive/Tomahawk Drive Stormwater Diversion Project to enhance stormwater management by installing pipe diversion.	BAMEND - Stormwater Diversion Project	630-0000-43300	Grant Revenues- Intergovernmental Municipal	-\$75,000.00
			630-0000-48900	Appropriated Fund Balance	-\$84,000.00
			630-5500-57210	Capital Outlay - Land Improvements	\$159,000.00
BA25-0000009	Replacement of Existing Footers for New Gazebo per Engineering report	BAMEND - Gazebo Replacement Footers	100-0000-48900	Appropriated Fund Balance	-\$2,900.00
			100-4615-57210	Capital Outlay - Land Improvements	\$2,900.00
BA25-0000010	Appropriated Fund Balance required for Offices for the Planning Department Construction within Public Works Building	BAMEND - Planning Office Construction	210-0000-48900	Appropriated Fund Balance	-\$23,000.00
			210-4810-57310	Capital Outlay - Buildings	\$23,000.00

Approval of Ordinance #O-24-10 to Amend Cragmont Park Renovation Capital Project Ordinance #O-24-09. Council Member Pam King made a motion to approve the following as presented. A vote of 5-0 in favor.

**Cragmont Park Renovation
Capital Project Fund Ordinance Amendment
Ordinance No: O-24-10**

BE IT ORDAINED by the Town Board of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; and the following Capital Project Fund Ordinance is hereby adopted as follows:

Section 1. Project Defined

The Town of Black Mountain defines a "Capital project" as a project financed in whole or in part by the proceeds of bonds, notes or debt instruments or a project involving the construction or acquisition of a capital asset with expenditures that span across multiple fiscal years.

Section 2. Project Authorization

The project authorized is Cragmont Park Renovation original ordinance O-24-09, adopted June 25, 2024. This project includes, but is not limited to, the purchase, repairs and renovations to the Basketball, Tennis Court, Parking Lot, Paved Path, Pickleball, Restrooms and other amenities as approved by Council on the existing property.

Section 3. Directives

The officers of this unit are hereby directed to proceed with the capital project within the terms and budget contained herein, as approved by the Governing Board of the Town of Black Mountain.

Section 4. Revenues

The following anticipated Revenues are hereby adopted:

<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
General Fund Transfer In	442,000.00	50,000.00	492,000.00
Total Funds	\$442,000.00	\$50,000.00	\$492,000.00

Section 5. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenses</u>	Budgeted Expenses		<u>Amended Expense</u>
	<u>Prior Anticipated</u>	<u>Change</u>	
Basketball Court	\$65,000.00	\$0.00	\$65,000.00
Tennis Court	\$70,000.00	\$0.00	\$70,000.00
Pickleball	\$120,000.00	\$0.00	\$120,000.00
Parking Lot	\$45,000.00	\$0.00	\$45,000.00
Paved Path	\$42,000.00	\$0.00	\$42,000.00
Restrooms	\$100,000.00	\$0.00	\$100,000.00
Design Services	\$0.00	\$50,000.00	\$50,000.00
Total Expenses	\$442,000.00	\$50,000.00	\$492,000.00

Section 6. Records and Reporting

The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 7. Official Copies

Copies of this Capital Project Ordinance shall be furnished to the Town Clerk and shall be held in the Finance Department for the direction in carrying out this project.

Section 8. Project Expiration

This project ordinance expires when the project has been completed and all of the Project Funds have been obligated and expended by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 12th day of August 2024.

Approval of StRAP Flat Creek Stream Restoration Grant Project Ordinance and Budget Amendment.

Council Member Pam King made a motion to approve as presented. A vote of 5-0 in favor.

Town of Black Mountain Flat Creek Stream Restoration Grant Project Ordinance Ordinance No. O-24-11

BE IT ORDAINED by the Town Board of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary

for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; the following Grant Project Ordinance is hereby adopted as follows:

Section 1. Project Defined

The Town of Black Mountain defines a "Grant Project" as a project financed in whole or in part by revenues received from the Federal and/or State Government for operating or capital proposed as defined by the grant contract. The project may include expenditures that span across multiple fiscal years.

Section 2. Project Authorization

The project authorized is Flat Creek Steam Restoration. Funding received through the StRAP grant are intended to support projects that restore and protect drainage infrastructure of both natural streams and small watershed structural projects to prevent future flooding, restore streams, and reduce risks to life and property. The Town of Black Mountain will use funding to stabilize and restore the Flat Creek Stream and Streambank.

Section 3. Funding

This project is to be funded in whole by the NC Department of Agriculture and Consumer Services Division of Soil and Water Conservation, 2024 Streamflow Rehabilitation Assistance Program (StRAP). A grant award directive in the amount of \$317,054 with no Town Match, was awarded to the Town of Black Mountain, during the June 27th, 2024 NC Soil and Water Conservation Commission Meeting.

Section 4. Directives

The officers of the Town of Black Mountain are hereby directed to proceed with the federal and/or state grant project within the terms of the rules and regulations of those grants and the budget contained. The Town Manager is hereby directed to act on behalf of the Town Council in all matters associated with the project within the terms of all contracts, agreements, and legal requirements binding on the project and within limits of the funds appropriated.

Section 5. Revenues

The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
<u>Revenue Type</u>	<u>Anticipated Revenues</u>
NC StRAP Grant	\$317,054.00
Total Funds	\$317,054.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
<u>Expense Type</u>	<u>Anticipated Expenditures</u>
Professional Services	\$60,000.00
Construction	\$257,054.00
Total Expenditures	\$317,054.00

Section 7. Funding

Funds may be advanced from other Town of Black Mountain fund accounts for the purpose of making payments as due. Reimbursement requests should be made to any applicable grantor agency following the regulations and rules of the grant.

Section 7. Records and Reporting

The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable

Section 8. Official Copies

Copies of this Capital Project Ordinance shall be furnished to the Town Clerk and shall be held in the Finance Department for the direction in carrying out this project.

Section 9. Project Expiration

This project ordinance expires when the project has been completed and Project Funds have been obligated and expended for all project expenditures by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 12th day of August 2024.

Call for Public Hearing to Amend Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14, Table of Permitted Uses, and Chapter 5, Additional Use Standards for Specified Uses to Add Section 5.17 Mobile Retail Vendors and to Amend Chapter 4, Section 4.7.14, Table of Permitted Uses to Add Mobile Retail Vendors.

Council Member Pam King made a motion to call for a public hearing to amend Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14, Table of Permitted Uses, and Chapter 5, Additional Use Standards for Specified Uses to add mobile retail vendors to be held on Monday, September 9, 2024, at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue. A vote of 5-0 in favor.

Consideration of Resolution to Amend the System Development Fee (SDF) Capital Reserve Fund.

RESOLUTION AMENDING THE SYSTEM DEVELOPMENT FEE (SDF) CAPITAL RESERVE FUND (CRF) FOR PUBLIC UTILITIES

Resolution# R-24-26

WHEREAS there is a need in the Town of Black Mountain to provide funds for future capital projects related to. its water and wastewater system, and to make debt service payments on existing debt related to past capital projects for its water and wastewater system; and

WHEREAS NCGS 159-18 authorizes the creation of a capital reserve fund; and

WHEREAS NCGS 162A, Art. 8 requires that all system development fee (SDF) proceeds be accounted for in a capital reserve fund,

WHEREAS, on April 13, 2020, the Town created a capital reserve fund to account for such system development fee proceeds and fund water capital projects ("System Development Fee Capital Reserve Fund" or "SDF CRF") within ordinance R-20-04; and

WHEREAS, the Town wishes to amend the System Development Fee Capital Reserve Fund to account for additional system development fee proceeds received and appropriate certain amounts; and

NOW, THEREFORE, BE IT RESOLVED that the governing board of Town of Black Mountain hereby adopts and enacts the following:

Section 1. The following additional system development fee revenues were collected within FY2024 and are to be transferred into the CRF fund from the Water Enterprise Fund:

System Development Fees	\$233,427.00
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Section 2. The Governing Board hereby creates a Capital Reserve Fund (CRF) for the purpose of funding the following capital projects related to the Town's water and wastewater system:

RESERVE FOR WATER CAPITAL PROJECTS. Reserve funds for the purpose of funding capital projects that are considered eligible for recoverable cost through system development fees. Items to be included within this capital project category are:

- current and future capital waterline improvements and replacements throughout the Town.
- future water line extensions.
- upgrade and replacement of existing pumps. Pumps will help safeguard the town's ability to provide a consistent supply of water for years to come.
- future System Development Fee Study required every five years.

Reserve Funds Available for Water Capital Projects:

Capital Reserve Fund Balance	\$153,254.88
Transfer of SDF Revenues FY2024	<u>\$233,427.00</u>
Total SDF CRF funds reserve funds available as of June 30th, 2024	<u>\$386,681.88</u>

Section 3. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the governing board as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects.

Section 4. This Resolution shall become effective and binding upon its adoption.

Duly adopted by the Town Council of Black Mountain on this the 12th day of August, 2024.

Council Member Pam King made a motion to approve the following resolution. A vote of 5-0 in favor.

**RESOLUTION BY THE TOWN COUNCIL OF BLACK MOUNTAIN REQUESTING
CORE STRATEGIC PLANNING SERVICES**

RESOLUTION #R-24-29

WHEREAS, the Creating Outdoor Recreation Economies (CORE) program offers financial support to local governments for training and technical assistance related to the development of rural outdoor recreation economies; and

WHEREAS, the Town of Black Mountain has successfully participated in the CORE program and adopted and resulted in an economic development plan; and

WHEREAS, such training and technical assistance may include webinars, conferences, courses, workshops, group visits to learn best practices from communities with successful outdoor recreation economies, and other similar activities; and

WHEREAS, to receive financial support for training or technical assistance, including reimbursement for expenses, the local government must have adopted a resolution requesting CORE strategic planning services and entered into a memorandum of understanding with the North Carolina Department of Commerce, Rural Economic Development Division, Main Street & Rural Planning Center and/or its Rural Planning Programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN THAT;

SECTION 1: The Town of Black Mountain hereby requests CORE strategic planning services and commits to entering into a memorandum of understanding with the North Carolina Department of Commerce, Rural Economic Development Division, Main Street & Rural Planning Center and/or its Rural Planning Program.

SECTION 2: The Town of Black Mountain will actively engage in the CORE strategic planning process to qualify for training and technical assistance support.

SECTION 3: The Town of Black Mountain will acknowledge that all expenses for training and technical assistance must receive prior approval from CORE program administrators to be eligible for reimbursement and must adhere to the CORE Guidelines and the N.C. Department of Commerce Travel Expense Policy.

SECTION 4: The Town of Black Mountain authorizes the submission of the CORE Training/Technical Assistance Support Pre-Approval Request Form to obtain prior approval for expenses related to training and technical assistance.

Adopted this the 12th day of August 2024.

6) PUBLIC HEARING- *none.*

7) CITIZEN COMMENTS- *none.*

8) UNFINISHED BUSINESS- *none.*

9) NEW BUSINESS

A. Consideration of Ordinance to Amend Chapter 2, Section 2.1.2, Plumbing Code Additions, of the Land Use Code to Remove Shut-Off Valve Requirements. Assistant Town Manager Jessica Trotman stated that the NC General Assembly recently passed Senate Bill 166 which includes a provision to eliminate redundant shut-off valves for water lines. The NC Residential Code already requires a shut-off valve. The amendment would only remove the requirement for a second (redundant) shut-off valve three feet from the meter.

Council Member Ryan Stone made a motion to approve the proposed text amendments to Chapter 2, Section 2.1.2, Plumbing Code Additions, as presented and find that the proposed changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice. A vote of 5-0 in favor.

**AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2.1.2, PLUMBING CODE
ADDITION, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE
*Ordinance #O-24-12***

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December, 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January, 2010; and

WHEREAS, the NC General Assembly passed Senate Bill 166 which prohibits redundant shut-off valves for water lines in residential dwellings; and

NOW, THEREFORE, BE IT RESOLVED that Chapter 2, Section 2.1.2, Plumbing Code Addition, of the Town of Black Mountain Land Use Code, be amended to the following:

CHAPTER 2

Sec. 2.1.2. – Plumbing code addition.

Water line leak prevention ~~and shut-off valves~~. To minimize leaks and conserve water, the Town of Black Mountain requires a test of 100 pounds of pressure on all water supply piping to

structures in new construction, and on replacement water lines in existing structures. ~~A shut-off valve shall be required between the town meter and the structure it is serving that is externally accessible in order to isolate or shut off all water to the structure without accessing the town meter per section 48-163. The shut-off valve shall be located within three feet of the town's meter.~~

READ, APPROVED, AND ADOPTED by a vote of 5 to 0 this the 12th day of August 2024.

B. Consideration of Financing to Purchase Three Police Vehicles. The FY 24-25 budget allocates \$194,000 to purchase three police cars with installment purchase financing. The proposal for Truist Bank for financing for a 4-year term is 4.88%. The annual debt payment is \$54,794.21 at 4.88%. *Council Member Ryan Stone made a motion to approve the following resolution approving the financing to purchase three police vehicles. A vote of 5-0 in favor.*

Resolution Approving Financing Terms

Resolution: R-24-27

WHEREAS: The TOWN OF BLACK MOUNTAIN (“Borrower”) has previously determined to undertake a project for the financing of police vehicles (the “Facility”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated July 31st, 2024. The amount financed shall not exceed \$194,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.88% and the financing term shall not exceed four (4) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any

Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 12th day of August, 2024.

10) COMMUNICATION.

Attorney Brain Gulden and Assistant Town Manager Jessica Trotman provided a brief update.

11) COMMUNICATION FROM MAYOR AND TOWN COUNCIL- *none*.

12) CLOSED SESSION- *none*.

13) ADJOURNMENT- *With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 6:55 p.m.*

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

September 5, 2024 | Agenda Workshop Meeting | Time: 5:00 P.M.

Town Hall Council Chambers | 160 Midland Avenue, Black Mountain, NC 28711

The Black Mountain Town Council held their agenda workshop meeting on Thursday, September 5, 2024, at 5:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

Vice Mayor Archie Pertiller called the meeting to order at 5:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone. *Mayor C. Michael Sobol was absent.*

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; Jamey Matthews, Public Works Director; John Coffey, Fire Chief; Josh Henderson, Recreation & Parks Director.

SEPTEMBER 9, 2024 COUNCIL MEETING AGENDA REVIEW

Town Manager Josh Harrold reviewed the proposed agenda for the upcoming September 9, 2024 regular Town Council meeting.

Council Member Doug Hay proposed adding a proclamation to honor the late Tom Sobol and his contributions to Buncombe County.

Under the consent agenda, the item to consider budget amendments, it was proposed to add a budget amendment "C (11)" for funding of senior center meals at Lakeview Center in the amount of \$24,000 through June 30, 2025. Some discussion took place among Council Members stating Town should use fund balance to cover this cost of the meal funding shortfall due to state budget cuts. The Council was in consensus with this proposal.

Under new business, the item "consideration of installing a three-way stop at the intersection of Sutton Ave. and Richardson Blvd.," it was stated that the Active Mobility Commission had reviewed and recommended the three-way stop.

Council Member Doug Hay mentioned a previous discussion had about a year ago concerning making Sutton Ave. a one-way street. Town Manager Josh Harrold recommended separating this item out as it is a much larger conversation and affects more people. Council Member Doug Hay said he would like to revisit this topic in the future.

Vice Mayor Archie Pertiller reviewed two items Mayor Sobol had suggested for the agenda. These items were as follows: 1) discussion of audit issues and 2) Sourwood Festival issues. Town Manager Harrold stated there was no new news on the audit and that it is standard practice

from the Local Government Commission (LGC) to have meetings if placed on the Unit Assistance List. Council Member Ryan Stone stated the Sourwood Festival concerns should be dealt with internally and it is not a Council action, unless it is something the Council needed to consider as an action item. There was no consensus among the Council to move forward on adding these two items proposed.

With no further discussion, Council Member Pam King made a motion to approve the agenda as amended. A vote of 5-0 in favor.

There being no further business, Vice Mayor Pertiller adjourned the meeting at 5:30 p.m.

Archie Pertiller, Vice Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Tipton, Senior Admin **MEETING DATE:** December 9, 2024

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Planning & Development Services

TITLE OF ITEM: Call for Public Hearing to Amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.11, Uses; Section 4.7.14, Table of Permitted Uses; and Chapter 5, Section 5.18, Emergency Housing to add definitions and text for emergency temporary housing

SUGGESTED MOTION(S):

To call for a public hearing to amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.11, Uses; Section 4.7.14, Table of Permitted Uses; and Chapter 5, Section 5.18, Emergency Housing to add definitions and text for emergency temporary housing, to be held on Monday, January 13, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

SUMMARY:

The proposed amendment provides definitions for emergency housing and travel trailers and provides for additional requirements to allow for a broader use of emergency temporary housing en masse on larger parcels while still allowing for emergency temporary housing on individual parcels.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded. n/a.

ATTACHMENTS:

1. LEGAL_NOTICE_EMERGENCY_HOUSING



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, January 13, 2025, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, January 13, 2025, at 6:00 p.m.** in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.11.4, Uses; Section 4.7.14, Table of Permitted Uses; and Chapter 5, Section 5.18, Emergency Housing, to add definitions and text for emergency temporary housing.

The meeting is open to the public.

Wesley M. Barker
Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 419-9310 or by email at townclerk@townofblackmountain.org.

Posted to the Town Bulletin Board 12/12/2024
Published in the Black Mountain News 12/19/2024 and 12/26/2024

www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** December 9, 2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Adoption of the 2025 Town Council Meeting Schedule

SUGGESTED MOTION(S):

I move to adopt the 2025 Town Council Meeting Schedule as presented.

SUMMARY:

N.C. General Statute 143-318.12, Public Notice of Official Meetings, states that public bodies must publish and keep on file a copy of a schedule of regular meetings that also shows the time and place of its regular meetings. For city governments, this is to be kept on file with the city clerk and in a central location. The schedule of regular meetings must also be published on the public body's website, if it maintains one. Further, any changes to the public body's regular schedule of meetings must be revised and published at least seven calendar days before the first meeting held pursuant to the revised schedule. The Clerk's office also publishes the Town Council meeting schedule in the newspaper once approved, and if revised. This agenda item is the proposed meeting schedule of the Town Council's agenda review and regular meetings for calendar year 2025.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. 2025 Town Council Meeting Schedule

TOWN OF BLACK MOUNTAIN

2025 Town Council Meeting Schedule

AGENDA WORK SESSION – 5 p.m.

JANUARY 9

FEBRUARY 6

MARCH 6

APRIL 10

MAY 8

JUNE 5

JULY 10

AUGUST 7

SEPTEMBER 4

OCTOBER 9

NOVEMBER 6

DECEMBER 4

REGULAR MEETING – 6 p.m.

JANUARY 13

FEBRUARY 10

MARCH 10

APRIL 14

MAY 12

JUNE 9

JULY 14

AUGUST 11

SEPTEMBER 8

OCTOBER 13

NOVEMBER 10

DECEMBER 8

Other meetings may be called as necessary by Council with proper notice.

- **Town Council Agenda Work Session meetings** will be held at 5:00 p.m. on the Thursday before the second Monday of each month (unless otherwise noted).
- **Town Council Regular Session meetings** will be held at 6:00 p.m. on the 2nd Monday of each month (unless otherwise noted).
- **All meetings will be held at Town Hall, 160 Midland Ave., Black Mountain, NC, 28711** (unless otherwise noted).

The meeting schedule can be found online at:
www.townofblackmountain.org/149/Town-Council

/s/ Wesley Barker, Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 828-419-9310 or by email at town.clerk@tobm.org.

Posted to the Town Bulletin Board: 12/10/2024
Published in Black Mountain News on 12/26/2024 and 01/02/2025
Schedule approved by Town Council – xx/xx/2024



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** December 9, 2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Consideration of 2025 Town Holiday Schedule

SUGGESTED MOTION(S):

I move to approve the 2025 Town Holiday Schedule as presented.

SUMMARY:

The 2025 Town Holiday Schedule follows the same observances as 2024. This aligns with Buncombe County's holiday schedule for 2025, as well as the State of North Carolina's holiday observances.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. 2025 Town Holiday Schedule

2025 Town Holiday Schedule

Town Offices will be CLOSED on the following holidays:

New Year's Day – January 1, 2025 (Wednesday)

Martin Luther King Jr. Day – January 20, 2025 (Monday)

Good Friday/Easter – April 18, 2025 (Friday)

Memorial Day – May 26, 2025 (Monday)

Juneteenth – June 19, 2025 (Thursday)

Independence Day – July 4, 2025 (Friday)

Labor Day – September 1, 2025 (Monday)

Veterans Day – November 11, 2025 (Tuesday)

Thanksgiving – November 27 & 28, 2025 (Thursday-Friday)

Christmas – December 24 - 26, 2025 (Wednesday-Friday)



Approved by Town Council: XX/XX/XXXX



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Cortney Kidd, Accounting Manager **MEETING DATE:** December 9, 2024

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance

TITLE OF ITEM: Monthly Property Tax Collector Report

SUGGESTED MOTION(S):

I move to approve the monthly tax collector report as presented.

SUMMARY:

Pursuant to N.C.G.S. § 105-350(7), it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Per N.C.G.S. 105-381(b) the governing body must approve or deny requests for refunds or releases. Below is the month-end report for collections, refunds, and releases (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. October 2024 Tax Collection Report



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners
FROM: Cortney Kidd, Municipal Tax Collector
DATE: Monday, December 9, 2024
SUBJECT: October 2024 Tax Collector Report

According to GS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

CURRENT YEAR TAX -ALL TAXES, LIENS, LATE LIST PENALTIES, INTEREST AND FEES

Billed	\$ 5,283,610.54
Collected	\$ 840,133.06
Adjustments and Releases	\$ (2,755.31)
Outstanding real and personal property taxes	<u>\$ 4,440,722.17</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR	15.91%
---	---------------

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 18.42
Adjustments and Releases	

Per NCGS 105-381(b) the Tax Collector is reporting tax releases/refunds within the current period:

Ad Valorem	\$ 0.13
Motor Vehicle	\$ 17.33



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** December 9, 2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Resolution to Accept Donated Equipment to the Town

SUGGESTED MOTION(S):

I move to approve the resolution to accept donated items to the town as presented.

SUMMARY:

The Town has received several donations of equipment from organizations after Hurricane Helene. One item donated was a 2022 four-wheeler ATV from Rockingham County, NC and the other was an AXIS 750cc crew UTV from Lowes Home Improvement. The attached resolution acknowledges and accepts these items donated to the Town for Town-use purposes.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. Resolution to Accept Donation of Equipment

Resolution to Accept Donation of Equipment to Town of Black Mountain

Resolution # R-24-41

WHEREAS, the Town of Black Mountain was significantly impacted by Tropical Storm Helene, which caused extensive damage to the town's infrastructure and equipment; and

WHEREAS, multiple groups and organizations have offered a donation of equipment to the Town; and

WHEREAS, the donation includes motorized equipment that includes:

- AXIS 750cc crew UTV (donated by Lowe's Home Improvement)
- A 2022 Suzuki King Quad four-wheeler ATV (donated by Rockingham County, NC); and

WHEREAS, this donation reflects the donators' commitment to supporting the Town's needs and its commitment to provide high-quality services for its residents in town.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain formally accepts the generous donations of equipment with deep appreciation to all groups and individuals involved in contributing to the Town's recovery.

This the 9th day of December 2024.

ATTEST:

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Tipton, Senior Admin **MEETING DATE:** December 9, 2024

AGENDA SECTION: Public Hearing **DEPARTMENT:** Planning & Development Services

TITLE OF ITEM: Public Hearing to Amend Chapter 4, Section 4.7.11, Uses, and Chapter 5, Additional Use Standards for Specified Uses, Section 5.17 Mobile Retail Vendors to add a maximum number of mobile retail vendors per permitted district.

SUGGESTED MOTION(S):

I move to approve the proposed text amendments to Chapter 4, Section 4.7.11, Uses, and Chapter 5, Additional Use Standards for Specified Uses, Section 5.17 Mobile Retail Vendors as presented and find that the proposed changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice.

SUMMARY:

Town Council asked that Planning Board reconsider a maximum number of mobile retail vendors for each of the permitted zoning districts. Planning Board considered these items at their September 23, 2024, meeting and have recommended a maximum number of mobile retail vendors per each permitted zoning district.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded. n/a

ATTACHMENTS:

1. 24_11_11_ORDINANCE_MOBILE_RETAIL_VENDOR_CAPS

ORDINANCE #

AN ORDINANCE TO AMEND CHAPTER 4, SECTION 4.7.11, USES, AND CHAPTER 5, SECTION 5.17, MOBILE RETAIL VENDORS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD A MAXIMUM NUMBER PER ZONING DISTRICT

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community;

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community.

WHEREAS, after notice duly given, a public hearing was held on November 11, 2024, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that Chapter 4, Section 4.7.11, Uses, and Chapter 5, Section 5.17, Mobile Retail Vendors, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 4

Section 4.7.11 Uses.

- A. Permitted uses shall be based on the general category of use that has been established for a lot or group of lots in the master plan. The general land use categories are listed below

with particular uses allowed and suggested amounts for each, expressed as a percentage of the total gross area of the neighborhood.

Use	Amount	Allowable Uses
Public	At least 5%	Parks, squares, greenbelts, sidewalks/walkways, streets, alleys, and civic uses
Civic	At least 2%	Community buildings including meeting halls, libraries, post offices, schools, child care centers, clubhouses, religious buildings, recreational facilities, museums, performing arts buildings, and municipal buildings
Shop front	2% to 20%	Residential and commercial uses; approximately 50% of the building area shall be designated for residential use*
Attached Homes (Multi-Family)	15% to 30%	Buildings for residential use and limited commercial uses, such as a coffee house, home occupation or bed and breakfast inn
Detached Homes	30%	Buildings for residential uses, customary home occupational uses and bed and breakfast inns
Business	5% to 15%	Office, bar/brewery, restaurant, brew pub/tavern, retail, including eating establishments, mobile retail vendors***, and other commercial uses provided they produce little or no noise, odor, dust, or vibration**

* Residential uses are not permitted on the ground floors of shop front buildings

** Business uses shall be grouped together as follows: office and retail may be grouped with shop front buildings to form town centers. All other business uses shall be grouped together outside town and neighborhood center.

***Mobile retail vendors shall allow up to 6 vendors per parcel and there is ~~no~~ a limit of ~~ten~~ (10) mobile retail vendors allowed in the district.

Chapter 5

Section 5.17 Mobile Retail Vendors

B. Operating Location and Requirements

8. Number of Mobile Retail Vendors

- In the central business, highway business, and neighborhood mixed use districts, mobile retail vendors will be limited to one per parcel.
- In the light industrial, heavy industrial, and traditional neighborhood districts, mobile retail vendors will be limited to six per parcel.
- In the central business, neighborhood mixed use, light industrial, and light industrial districts, there will be a maximum of five mobile retail vendors per district.**
- In the highway business and traditional neighborhood district, there will be a maximum of ten mobile retail vendors per district.**

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 9th day of December 2024.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Tipton, Senior Admin **MEETING DATE:** December 9, 2024

AGENDA SECTION: Public Hearing **DEPARTMENT:** Planning & Development Services

TITLE OF ITEM: Public Hearing to Amend Chapter 1, Section 1.2.3, Definitions, to add a definition for mobile retail vendors

SUGGESTED MOTION(S):

I move that we approve the proposed text amendments to Chapter 1, Section 1.2.3, Definitions as presented and find that the proposed changes are consistent with current state regulations and find that these recommendations promote the general welfare and are in keeping with good zoning practice.

SUMMARY:

Town Council asked that the Planning Board create a definition for mobile retail vendors. Planning Board considered this item at their September 23, 2024, meeting and are recommending two definitions for mobile retail vendors.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded. n/a

ATTACHMENTS:

1. 24_11_11_ORDINANCE_MOBILE_RETAIL_VENDOR_DEFINITION

ORDINANCE #

**AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS, OF THE
TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD DEFINITIONS FOR
MOBILE RETAIL VENDORS**

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community;

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community.

WHEREAS, after notice duly given, a public hearing was held on November 11, 2024, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that Chapter 1, Section 1.2.3, Definitions, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 1

Section 1.2.3 Definitions

Mobile retail vendor: A motor vehicle, or trailer towed by another vehicle, designed and equipped to sell goods directly to consumers, excluding firearms, ammunition, tobacco and vaping products.

Mobile retail vendor, artisan: Artists or craftspersons who produce originally designed unique ahnd-crafted products and of high-quality, including crafts, inedible products, beauty and body products, excluding firearms, ammunition, tobacco and vaping products, and sell using a motor vehicle, or trailer towed by another vehicle.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 9th day of December 2024.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, Facilities & Project Manager, Deputy Town Clerk **MEETING DATE:** December 9, 2024

AGENDA SECTION: Unfinished Business **DEPARTMENT:** Project Manager & Facilities

TITLE OF ITEM: Resolution Ratifying and Approving an Agreement for Professional Services for Disaster Related Property Restoration Services

SUGGESTED MOTION(S):

I move that Town Council approve the Resolution and Ratify the Agreement with **Belfor Property Restoration Group, Inc.** (selected firm) to Provide Professional Emergency Property Restoration Services and authorize the Town Manager or his designee to negotiate and execute the necessary scope of work and a fee not to exceed \$1,000,000.00 to mitigate water intrusion and implement emergency repairs to prevent further degradation and restore town facilities to a safe, usable condition.

SUMMARY:

The Town has suffered catastrophic damage due to Tropical Storm Helene, a federally declared disaster. In order to facilitate ongoing response and recovery staff sought out professional property restoration services to mitigate further disaster related damage sustained by several public facilities during Tropical Storm Helene. Approval of these services is enabling the town to recover and restore essential public buildings, ensuring they are safe and functional for the community.

Property restoration service firms have the necessary qualifications, education, experience, resources, and expertise to deal with restoration of property related to disasters of this magnitude and will assist the town to mitigate water intrusion and implement emergency repairs to prevent further degradation and restore facilities to a safe, usable condition.

Under the authority granted in Town Resolution #R-24-34, and with guidance from emergency personnel and FEMA guidelines, the Project & Facilities Manager secured a contract with **Belfor Property Restoration Group, Inc.** on October 18, 2024, for emergency property restoration services. Given the urgent need for these services, the town has followed FEMA's guidelines to secure qualified professionals who immediately began remediation work. The contract is in compliance with FEMA's procurement regulations for emergency operations. This contract ensures that the town is addressing flood damage efficiently and within the necessary federal

compliance framework.

Due to the nature of the project and federal regulations the scope of the work is developed with authorization by the town as identified by the selected firm in accordance with local, state, and federal codes and grant funding guidelines. The initial resolution will approve and ratify selection of the firm and the itemized rate and materials schedule (Exhibit B) and will authorize the Town Manager or designee to negotiate the necessary scope of work and fee not to exceed \$1,000,000.00. Any subsequent amendments that result in additional fees or services will come back to the Council for approval.

ATTACHMENTS:

1. Resolution #R-24-40 by The Town of Black Mountain Town Council to Approve And Ratify a Contract for Professional Emergency Property Restoration Services for The Town of Black Mountain - Federal Disaster 4827- Tropical Storm Helene
2. Belfor Property Restoration Group, Inc. Contract and itemized rate and materials schedule (Exhibit B)
3. FEMA Justification Memo and supporting documentation.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Type answer here.

If no, describe how it will be funded. Type answer here.

ATTACHMENTS:

1. Resolution-Ratifying and Approving-Property Restoration Svcs-Belfor
2. Belfor-Contract
3. Non Competitive Procurement Justification-Belfor

**RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO APPROVE
AND RATIFY A CONTRACT FOR PROFESSIONAL EMERGENCY PROPERTY
RESTORATION SERVICES FOR THE BLACK MOUNTAIN
FEDERAL DISASTER 4827- TROPICAL STORM HELENE**

WHEREAS, on September 25, 2024, Governor Roy Cooper signed a State of Emergency declaration in anticipation of impacts from Tropical Storm Helene; and

WHEREAS, on September 25, 2024, the Buncombe County Commissioners signed a Local State of Emergency declaration by and with the consent of the mayors of the municipalities within Buncombe County; and

WHEREAS, on September 30, 2024, the Town Council signed Local State of Emergency declaration and on October 7, 2024, the Town Council adopted Resolution #R-24-34 authorizing emergency contracting measures; and

WHEREAS, under 2 C.F.R. § 200.320(f) and the authority granted in Town Resolution #R-24-34, and with guidance from emergency personnel and FEMA guidelines, the Project & Facilities Manager secured a contract with Belfor Property Restoration Group, Inc. on October 18, 2024, for emergency property restoration services; and

WHEREAS, contracting of disaster remediation services from Belfor Property Restoration Group, Inc. is an eligible expense under FEMA's Public Assistance Program. The services provided will support emergency protective measures and the restoration of damaged public infrastructure, which is necessary for the continued operation of government services and community programs. The expenses align with FEMA's guidelines for the mitigation of disaster-related damage to public buildings and facilities in response to Federal Disaster 4827- Tropical Storm Helene.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina that:

1. The contract with **Belfor Property Restoration Group, Inc.** (selected firm) is hereby ratified and approved as it was procured during the exigency period of Federal Disaster 4827 in order to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, and to support emergency protective measures and the restoration of damaged public infrastructure, which is necessary for the continued operation of government services and community programs.
2. The town determined that additional formal procurements were not necessary since Belfor provided competitive rates consistent with competitively procured contracts for other sub-recipients, and thus the costs are reasonable per 2 CFR 200. and the use of a competitive procurement proposal would prevent the urgent action required to address the situation.
3. **Belfor Property Restoration Group, Inc.** (selected firm) is most advantageous to provide emergency professional property restoration services for the Town of Black Mountain in response to Federal Disaster 4827- Tropical Storm Helene.

4. **Belfor Property Restoration Group, Inc.** (selected firm) contract and itemized rate and materials schedule (Exhibit B) is consistent with the Town's purchasing terms and conditions, Uniform Guidance, and FEMA's rules and regulations and of this Resolution.
5. The Town Manager or his designee is further authorized to negotiate the necessary scope of work and a fee not to exceed \$1,000,000.00. Any subsequent amendments that result in additional fees or services will come back to the Council for approval.

Ratified and Adopted by the Town Council of the Town of Black Mountain, North Carolina on the 9th day of December 2024.

ATTEST:

Wesley M. Barker, Town Clerk

C. Michael Sobol, Mayor

Josh Harrold, Town Manager

Name of BELFOR Representative: Patrick Brown
 Owner's Name: Town of Black Mountain NC
 Business/Tenant's Name: Town of Black Mountain NC
 Job Address: refer to list of properties attached to this document
 City: Black Mountain State NC Zip 28711
 Billing Address: 160 Midland Ave. | Black Mountain, NC 28711
 City: _____ State _____ Zip _____
 Tel: _____ Alt. Tel: _____
 E-mail: _____
 Insurance Carrier: NC League of Municipalities
 Name of Insurance Agent: _____
 Policy #: _____
 Claim #: _____

Owner either owns, leases, or controls the above property ("Property") and/or has the right to enter into this Emergency Work Authorization Contract ("Contract") with BELFOR USA Group, Inc. d/b/a Belfor Property Restoration ("BELFOR"). Owner authorizes BELFOR to provide all labor, equipment, and materials to repair the Property.

1. EMERGENCY SERVICES. ☒ Yes ☐ No Owner's Initials: AR

(a) If Owner checks and initials the "Yes" above, BELFOR will provide Emergency Services to implement damage control measures after a property loss.

(b) Emergency Services may include securing the Property, erecting safety barriers, initiating emergency structural repairs, conducting safety inspections, securing and sealing the property from the elements, providing temporary power, implementing water extraction, dehumidification, corrosion control, smoke removal, deodorization/cleaning/storage of personal property, clean-up and disposal, and demolition services.

THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES FOR EMERGENCY SERVICES.

2. RECONSTRUCTION SERVICES. ☒ Yes ☐ No Owner's Initials: AR

If Owner checks and initials the "Yes" above, BELFOR will manage the reconstruction process to rebuild and restore the Property following a property loss (e.g., full-scale carpentry, electrical, mechanical, and plumbing, roofing, interior build-out, construction defect reconstruction). See attached scope of work (if available).¹ If an approved scope of work is not available, BELFOR will provide the following reconstruction services as specified by Owner or Owner's insurance carrier:

3. CONTENT SERVICES. ☒ Yes ☐ No Owner's Initials: AR

(a) If Owner checks and initials the "Yes" above, BELFOR will remove, store, and/or clean Owner's property. (b) Before BELFOR begins its Content Services, Owner and BELFOR will create, sign, and date an inventory list of all personal property that will be part of BELFOR's Contents Services. (c) BELFOR is not responsible for missing or damaged property unless the personal property is listed on a BELFOR inventory list. (d) Owner shall retrieve, or accept delivery of all stored or removed property within the earlier of ninety (90) days of project completion or ninety (90) days of notice by BELFOR.

OWNER CONSENTS TO THE DISPOSAL OF ALL PROPERTY REMOVED OR STORED BY BELFOR WHICH IS NOT RETRIEVED OR ACCEPTED BY OWNER FOLLOWING THE EXPIRATION OF THE 90-DAY PERIOD. OWNER IS RESPONSIBLE FOR ANY DISPOSAL COST.

4. PRICING.

(a) Emergency Services Pricing.

(1) Depending on the Owner's location, the price of Emergency Services shall be based on the rate schedule for the State of North Carolina or the National Pricing Schedule for Work performed in the State of North Carolina (see attached). (2) If required by Owner's insurance company, the cost of Emergency Services, materials, equipment, and supplies

may be calculated by a scope of work generated by a computer software program (e.g., Xactimate®). BELFOR shall be paid the amount calculated by the computer software program and agreed upon by BELFOR and Owner's insurance company.

(b) Reconstruction and Contracting Services Pricing.

(1) Price: _____ (2) Price is determined by the scope of work approved by Owner's insurance company, and agreed to by BELFOR, plus any Uninsured Work, as defined in Section 6. (3) BELFOR agrees to accept the insurance proceeds as payment for the approved and agreed upon scope of work; however, Owner remains responsible for any Uninsured Work as defined in Section 6. (4) Owner agrees that its insurance carrier and BELFOR shall negotiate the scope of work and pricing for Reconstruction and Contracting Services on either a rate and material basis (see attached rate schedule) or generated by an approved computer software program. (5) Owner consents to any increase in the scope of work authorized by Owner's insurance carrier. (6) Owner will pay BELFOR the amount of any insurance deductible before BELFOR starts work. (c) Content Services Pricing. Pricing for Content Services will be part of the overall pricing when BELFOR is providing either Emergency Services or Reconstruction Services.

5. PAYMENT.

(a) Owner will pay BELFOR the amount of any insurance deductible immediately upon BELFOR's commencement of work. (b) Unless the parties otherwise agree to a different progress payment schedule, Owner shall pay Contractor upon receipt of invoice. (c) Contractor's payment will not be affected by disputes between the Owner and its insurer or dependent upon the insurer's payment or approval of Contractor's invoices or charges. (d) Owner is responsible for all work and materials not paid by Owner's insurance company (including, but not limited to: code-upgrade work, insurance depreciation value, remodeling, appliance upgrades, extra work, any change orders, and supplements not covered by insurance, etc.). (e) Interest on any unpaid balance shall be charged at the rate of 1.5% per month. (f) If payment is not timely made on submitted invoices, BELFOR may suspend its performance under this Contract and/or terminate this Contract for cause in accordance with Section 14.

6. UNINSURED WORK.

Owner is responsible for all work and materials not paid by Owner's insurance company (e.g., code-upgrade work, insurance depreciation value, remodeling, appliance upgrades, extra work, any change orders, and supplements not covered by insurance, etc.). Owner shall pay such costs within thirty (30) days of the date of the invoice.

7. BELFOR REPRESENTATIONS.

BELFOR will: (a) maintain policies of insurance sufficient to cover the scope of work; (b) provide all labor, equipment, and materials to repair the Property in accordance with the scope of work; (c) perform the work in a workmanlike manner and comply with local safety standards, local building codes, building permits and zoning ordinances; (d) for reconstruction services only, provide Owner with a non-transferable, one-year limited warranty upon receipt of payment in full for the work performed. The foregoing warranty shall commence upon substantial completion of the project. (Note: BELFOR agrees to increase the non-transferable, limited warranty if required by Owner's insurance carrier or third party administrator).

8. START AND END DATES.

(a) This Contract will start on or about _____ BELFOR estimates that it will substantially complete the work on or about _____. The start date may be delayed if the work requires BELFOR to obtain building permits. (b) BELFOR shall not be liable for any failure or delay in the performance of its obligations under this Contract for the period that such failure or delay is beyond its control. Such delay shall not be included in calculating time frames for payment or performance obligations. (c) Such delays include unavoidable casualty, delays in the delivery of materials, changes in the scope of work, delays in approval from Owner's insurance carrier, delays in selections by Owner, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or quality workmanship, or any similar unforeseen event that renders performance commercially impracticable.

9. ASSIGNMENT AND AUTHORIZATION.

(a) Owner assigns to BELFOR Owner's right, title, and interest to any insurance proceeds, checks, or drafts for work and materials furnished by BELFOR. (b) Owner authorizes its insurance carrier to name BELFOR USA Group, Inc. as sole payee on all insurance checks or drafts for all insurance work and materials furnished by BELFOR. (c) Owner shall endorse and tender to BELFOR all checks or drafts from the Owner's insurance carrier or mortgage company for BELFOR's work. (d) Owner shall obtain the endorsement of Owner's insurance or mortgage company if either is named as a payee on any check or draft for any portion of BELFOR's work. (e) Owner agrees that the work and its price will be negotiated between BELFOR and Owner's insurance company. Owner expressly authorizes Owner's insurance company to act as agent on Owner's behalf.

10. ATTORNEY-IN-FACT. To protect BELFOR's right to collect the insurance proceeds, Owner irrevocably appoints BELFOR as its attorney-in-fact with full power and authority in the place and in the name of Owner: (a) except with respect to roofing systems, to negotiate with Owner's insurance carrier or mortgage company over the scope of work and its price on behalf of and with the power to bind the Owner; and (b) to endorse in Owner's name any checks,

¹ In some instances, the scope of work may not be available immediately. If so, BELFOR will provide a copy when it becomes available. Also, supplemental scopes of work may be necessary as the work progresses.

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drafts, and any other instruments that may come into BELFOR's possession with respect to the work, insurance policy, or insurance proceeds. This power of attorney is coupled with an interest and is irrevocable until BELFOR is indefeasibly paid in full for all work and materials furnished.

11. RELEASES. Owner releases BELFOR from: (a) work limitations or policy defenses imposed by Owner's insurer and for work not performed due to the refusal of Owner's insurance company to pay for it. (b) claims caused by any environmental consultant for re-growth after "clearance" is obtained from an environmental consultant or due to un-remediated pre-existing conditions. (c) performing mold remediation not specifically described and included in an approved scope of work. **OWNER HEREBY DIRECTS BELFOR TO COMPLETE THE SERVICES AUTHORIZED BY OWNER AND ACKNOWLEDGES THAT BELFOR MUST BE RELEASED FROM LIABILITY WITH RESPECT TO ANY CLAIM ASSOCIATED WITH THE PERFORMANCE OF THESE SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER, ITS AGENTS, REPRESENTATIVES AND ANY PERSON(S) CLAIMING UNDER OR THROUGH OWNER (INCLUDING, BUT NOT LIMITED TO, PERSONS RESIDING AT THE PROPERTY), RELEASE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS BELFOR, ITS OWNERS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, CAUSES OF ACTION, EXPENSES (INCLUDING ATTORNEYS' FEES) OR SUITS OF ANY KIND OR NATURE, WHETHER ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY OR OTHERWISE, UNLESS DIRECTLY ARISING OUT OF NEGLIGENCE, INTENTIONAL ACT OR OMISSION OF A RELEASED PARTY. NOTWITHSTANDING ABOVE, OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BELFOR AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS (INCLUDING REASONABLE ATTORNEY FEES) IN CONNECTION WITH THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, REMEDIATE OR CLEAN-UP ENVIRONMENTAL OR BIOLOGICAL HAZARDS (E.G., MOLD, FUNGUS, ASBESTOS, AND HAZARDOUS WASTE, SUBSTANCES OR MATERIALS) UNLESS COVERED BY OWNER'S INSURANCE POLICY AND DESCRIBED IN AN APPROVED SCOPE OF WORK.**

12. VALUABLE PERSONAL PROPERTY. Owner is responsible for removing and declaring, in writing, Owner's personal property from the Property (e.g., money, valuables, antiques, jewelry, firearms, pets, fine art) before BELFOR begins any work at the Property. Owner waives any content damage or theft claims against BELFOR for any property not removed by Owner.

13. OWNERSHIP OF DOCUMENTS. BELFOR is the author and owner of all drawings, estimates, photos and other paperwork prepared by BELFOR relating to the work ("Documents") and will retain all common law, statutory and other reserved rights, including copyrights. Owner acknowledges that the creation of Documents by BELFOR for conducting the agreed upon services does not bestow upon Owner any rights to those Documents, and any unauthorized distribution of the Documents is strictly prohibited. Upon termination of BELFOR's work, for any reason, Owner shall return all copies of Documents provided to it by BELFOR, or its agents.

14. GENERAL CONDITIONS. Notice is complete upon sending by email, facsimile, overnight delivery, or first class mail to the billing address, email address, or facsimile number provided by Owner. (b) Owner authorizes BELFOR to obtain Owner's personal credit report. (c) Owner will not enter into agreements with other contractors or subcontractors to perform BELFOR's work until BELFOR's work is complete and BELFOR's permit is closed. (d) BELFOR may use subcontractors to assist BELFOR to perform its obligations under this Contract. (e) Owner shall allow government and mortgage company inspections. (f) Owner agrees to cooperate in obtaining any required third party signatures on insurance checks or drafts. (g) BELFOR may suspend its performance under this Contract if it does not receive insurance proceeds within 30 days from the date of invoice. (h) BELFOR may terminate this Contract if: (i) Owner materially breaches its obligations under this Contract or any mortgage or other security instrument against the Property; (ii) Owner fails to give reasonable assurance of payment upon BELFOR's request; (iii) Owner is in voluntary or involuntary bankruptcy; or (iv) foreclosure proceedings are instituted against the Property. (i) Owner is personally liable for payment to BELFOR if: (1) Owner's insurer becomes insolvent; (2) Owner's insurer denies Owner's claim for any reason; (3) Owner's insurer fails or refuses to pay, in whole or in part, the cost of work performed and materials, equipment, and supplies furnished by BELFOR; or (4) Owner delays or prevents the payment of any insurance check or draft or uses any insurance check or draft for any other purpose other than to pay BELFOR. (j) BELFOR may terminate this Contract without cause and without penalty upon notice to Owner. BELFOR may terminate this Contract for cause if: (i) Owner materially breaches its obligations under this Contract or any mortgage or other security instrument against the Property; (ii) Owner fails to give reasonable assurance of payment upon BELFOR's request; (iii) Owner is in voluntary or involuntary bankruptcy; or (iv) foreclosure proceedings are instituted against the Property. In the event of termination by BELFOR, Owner shall be responsible for payment for

all Services performed up to date of such termination plus any incidental, direct, or actual costs incurred by BELFOR. (k) BELFOR is not responsible for any chemical sensitivities of Owner, tenant, occupant, or invitee. (l) Owner agrees to defend, indemnify and hold harmless BELFOR against, all claims, damages, liabilities and costs (including reasonable attorney fees) in connection with the Services, presence, discovery, or failure to discover, remove, remediate or clean-up environmental or biological hazards (e.g., mold, fungus, asbestos, and hazardous waste, substances or materials) unless covered by Owner's insurance policy and described in an approved scope of work and to the extent caused by BELFOR's negligent act, omission or intentional act. (m) If for any reason the amount due under this Work Authorization is not paid, BELFOR shall be entitled to recover the costs and its expenses of collection (including actual attorney's fees incurred or 25% of the unpaid balance, whichever is higher) plus interest on the unpaid balance at the rate of 1.5% month, or the maximum amount allowed by law, whichever is greater. (n) Modifications to this Contract shall be in writing and signed by authorized representatives of both parties before the modifications take place. This includes modifications that change: (1) the cost of the work; (2) the scope or type of work to be performed; (3) the materials to be used; or (4) the estimated completion date. (o) Notwithstanding the foregoing, if the Owner's insurance carrier agrees to an original, revised, or supplemented scope of work, a written and signed modification of this Contract to effect that change in scope is not necessary.

15. IN GENERAL. (a) A party's failure to exercise or delay in exercising any right, power, or privilege under this Contract shall not operate as a waiver. (b) Any provision of this Contract that imposes an obligation after termination or expiration of the Contract shall survive termination or expiration of this Contract. (c) The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of the Agreement. (d) Except where expressly stated in this Contract, Owner may not assign the Contract or any right or obligation of this Contract without prior written consent of BELFOR. (e) This Contract, together with the documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

OWNER HAS THE RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD (3rd) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION. THE RIGHT OF CANCELLATION IS WAIVED IN EMERGENCY SITUATIONS IN ACCORDANCE WITH THE ATTACHED WAIVER OF RIGHT OF CANCELLATION. THIS RIGHT TO CANCEL APPLIES ONLY TO RESIDENTIAL TRANSACTIONS.

☒ I, The Owner, Have Received From The Contractor A Copy Of "THE NOTICE OF CANCELLATION." INITIAL: AR

☒ I, The Owner, Have Received from the Contractor a Copy of the Contractor's "National Rate and Material Schedule." INITIAL: AR

X Angela Reece / 10-18-2024
 Insured Owner or Authorized Representative Date

Print Name: Angela L. Reece

Insured Owner or Authorized Representative / Date

Print Name: CB / 10/18/2024

BELFOR Representative / Date

Print Name: Patrick Brown

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NOTICE OF CANCELLATION

Date of Transaction _____

You may CANCEL this transaction, without penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following the receipt by BELFOR of your signed cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to the appropriate BELFOR office, as written below, NOT LATER THAN MIDNIGHT OF: _____, 20_____.

I HEREBY CANCEL THIS TRANSACTION.

Date Buyer / Owner

.....
WAIVER OF RIGHT TO CANCEL
(EMERGENCY SERVICES)

Owner(s) hereby authorizes BELFOR without delay to effect repairs on an Emergency Basis. As this is an emergency repair on real property, Owner(s) waive the right to cancel this transaction within 3 business days.

BRIEF DESCRIPTION IN OWNER'S HANDWRITING DESCRIBING SITUATION REQUIRING IMMEDIATE WORK:

WAIVER (to be read and copied by each Owner):

"I expressly acknowledge and waive the right to cancel the sale within three business days."

OWNER 1 TO HANDWRITE ABOVE PHRASE HERE: _____

Signature: **X** _____ Date: _____

OWNER 2 TO HANDWRITE ABOVE PHRASE HERE: _____

Signature: _____ Date: _____

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RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: **January 2024**



§ I.

RATES AND INVOICE CONDITIONS **ITEMIZED SCHEDULED LABOR CLASSIFICATIONS**

CODE		REGULAR RATE / HR
PROJECT MANAGEMENT:^{1,3}		
APM	Assistant Project Manager	\$ 80.00
PM	Project Manager	\$ 119.00
PE	Project Estimator	\$ 129.00
SPM	Senior Project Manager	\$ 146.00
PC	Project Coordinator	\$ 178.00
GENERAL CLASSIFICATIONS:^{1,2,3}		
GL	General Labor	\$ 50.50
AA	Administrative Assistant	\$ 53.00
LF	Labor Foreman	\$ 61.00
MS	Mobilization Support	\$ 53.00
TD	Truck Driver	\$ 57.00
DMT	Demolition Technician	\$ 57.00
RCO	Resource Coordinator (Supply Technician)	\$ 59.00
PA	Project Auditor (Documentation Clerk)	\$ 65.00
EO	Equipment Operator	\$ 68.00
HSO	Health & Safety Officer	\$ 101.00
RESTORATION SERVICES (General):^{1,2,3}		
RT	Restoration Technician	\$ 68.50
RS	Restoration Supervisor	\$ 75.50
DT	Dehumidification Technician	\$ 77.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 77.00
RECONSTRUCTION SERVICES:^{1,2,3}		
PT	Painter	\$ 85.50
DP	Drywall Installer/Finisher	\$ 92.50
CR	Carpenter (Framer/Finish)	\$ 98.50
TF	Trade Foreman (Commercial Supervision)	\$ 103.25
TECHNICAL SERVICES:^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 83.00
TS	Technical Specialist	\$ 91.00
TL	Team Leader	\$ 105.00
TMR	Technician, Machinery Rebuild	\$ 112.00
SEMICONDUCTOR SERVICES:^{1,2,3}		
DTA	Decon Technician Assistant	\$ 77.00
DC	Decon Technician	\$ 91.00
DTL	Decon Team Leader	\$ 105.00
DE	Decon Engineer	\$ 181.00
ENVIRONMENTAL SERVICES:^{1,2,3}		
HT	Hazmat/Asbestos Technician	\$ 89.00
HLT	Hazmat/Asbestos Lead Technician	\$ 98.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 110.00
HS	Hazmat/Asbestos Supervisor	\$ 119.00
HPM	Hazmat/Asbestos Project Manager	\$ 140.00
CONSULTING SERVICES:		
CVP	President & Vice President	\$ 275.00
CSC	Senior Consultant	\$ 225.00
CCE	Consultant / Consulting Estimator	\$ 195.00
CWP	Clerk of the Works-Production Person	\$ 120.00
CAD	Administrative	\$ 75.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section I.IV Consulting Expenses \$ 400.00
CFE	Appraisal & Umpire fees	\$ 350.00

¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA, OR, and WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.II

LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: January 2024



§ I.

RATES AND INVOICE CONDITIONS

§ I.III LABOR CONSIDERATIONS

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%. Labor hours will be charged at the applicable Rate Classification

§ I.IV CONSULTING EXPENSES

- 1). Reproduction of actual drawings at \$4.50 per SF
 - 2). Automobile mileage at IRS approved rate
 - 3). Tolls at cost with receipts over \$25.00
 - 4). Photocopies at \$0.15 per page
 - 5). Color copying at \$1.50 per page or actual cost if Kinko's or other service
 - 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
 - 7). Daily per diem rate at \$65.00 a day/based on (8) hour day
- Note:** *Fees for deposition and trial appearances are for a minimum four hours @ \$400/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus 25% mark-up
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). 25% mark-up will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

- 1). 25% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$59 per person per day (2023 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$79.65). The 1.25 multiplier will be applied for CA, OR and WA (\$73.75). Per Diem will be charged for all traveling personnel in § I. Itemized Scheduled Labor Classification. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$55 to \$95 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage	* Degree of soot/char	* Intended Use of Document	* Moisture Saturation	* Mold Contamination	* Odor
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Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.
- 2). All charges for billing portals and for credit card payments will be passed on to the client at documented cost.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: January 2024



ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 45.00
Air compressor, tow behind 185 / 375 CFM	Ea / Day	\$ 333.00
Air movers/carpet blowers/Axial fans	Ea / Day	\$ 36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 36.00
Injectidry Unit	Ea / Day	\$ 158.00
Manometer	Ea / Day	\$ 100.00

BLAST/POWER WASH UNITS		
Blasting Unit, Aqri/Soda	Ea / Day	\$ 784.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00
Soda Blaster	Ea / Day	\$ 1,169.00
Washer, High Pressure (cold)	Ea / Day	\$ 196.00
Washer, High Pressure (hot)	Ea / Day	\$ 246.00

CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 95.00
Carpet Cleaning Machine	Ea / Day	\$ 91.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00
Extraction Unit (portable)	Ea / Day	\$ 188.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 680.00
Floor cleaning system (ride on)	Ea / Day	\$ 815.00
Floor cleaning system (walk behind)	Ea / Day	\$ 345.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00
Ion Air Cleaning System	Ea / Day	\$ 57.00
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00
Vacuum, HEPA	Ea / Day	\$ 110.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 52.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00

LIGHTS		
Light, Balloon	Ea / Day	\$ 143.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 208.00
Light, Wobble (37 inches)	Ea / Day	\$ 73.00

MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00
Saw, Demo	Ea / Day	\$ 129.00
Saw, Kett	Ea / Day	\$ 43.00
X-Ray Dryer	Ea / Day	\$ 188.00
X-Ray Separation Tank	Ea / Day	\$ 565.00

ODOR CONTROL/DISINFECTION		
Electrostatic Sprayer	Ea / Day	\$ 165.00
Fogger, Commercial	Ea / Day	\$ 136.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00
Ozone Generator	Ea / Day	\$ 151.00
Smoke Machines (small)	Ea / Day	\$ 121.00
Vapor Shark	Ea / Day	\$ 48.00

POWER		
Electrical Distribution (120 / 200 Amp Panel)	Ea / Day	\$ 227.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00
Generator (portable)	Ea / Day	\$ 151.00
Spider Box Cables / 50 Amp	Ea / Day	\$ 65.00

PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 42.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00

DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 25.00
Camera, IR	Ea / Day	\$ 28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 175.00
Dehumidification, Desiccant -385 cfm	Ea / Day	\$ 256.00
Dehumidification, Desiccant -500/800 cfm	Ea / Day	\$ 502.00
Dehumidification, Desiccant -2000/3000 cfm	Ea / Day	\$ 907.00
Dehumidification, Desiccant -5000-7500 cfm	Ea / Day	\$ 1,647.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,587.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 3,880.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 6,468.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 196.00
Dehumidification/Cooling -DX Unit -5 / 12 ton	Ea / Day	\$ 704.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,568.00
Dehumidification/Cooling -DX Unit -40 / 50 ton	Ea / Day	\$ 2,020.00
Dehumidification/Cooling -DX Unit -60 / 80 ton	Ea / Day	\$ 2,471.00
Dehumidification/Cooling -Chiller 100 to 400 ton	Ton / Day	\$ 32.00
Dehumidification, Heater -8 / 12 KW	Ea / Day	\$ 168.00
Dehumidification, Heater -20 / 30 KW	Ea / Day	\$ 194.00
Dehumidification, Heater -40 / 60 KW	Ea / Day	\$ 432.00
Dehumidification, Heater -150 KW	Ea / Day	\$ 905.00
Dehumidification, Heater, Indirect Fired up to 700,000btu + fuel	Ea / Day	\$ 1,137.00

SAFETY		
Personal Fall Protection (PFP)	PP / Day	\$ 10.00
Personal Protection Equipment (PPE)	PP / Day	\$ 6.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 10.00
Respirator, PAPR	Ea / Day	\$ 100.00

TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 605.00
Forklift, Warehouse	Ea / Day	\$ 95.00
Mobile Office	Ea / Day	\$ 79.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 188.00
Pallet Jack	Ea / Day	\$ 27.00
Trailer, Freezer	Ea / Day	\$ 182.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 116.00
Truck, Dump-Trip Charge	Ea / Day	\$ 182.00
Truck, Moving/Box/Board up	Ea / Day	\$ 188.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 151.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 84.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	\$ 200.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 156.00

DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 666.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 847.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1,029.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 285.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 363.00
Storage Space / Warehouse	CF / Month	\$ 0.50
Storage Vaults	Per Month	\$ 152.00

ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 76.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 1,184.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 168.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 935.00
Decon Room	Per Project	\$ 624.00
DI Water System	Ea / Day	\$ 48.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 84.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 498.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 272.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 371.00
HEPA Filtered Hood	Ea / Day	\$ 187.00
HEPA Water Displacement Unit	Ea / Day	\$ 113.00
Oven, Convection Drying (ULT)	Ea / Day	\$ 529.00
Oven, Vacuum Drying	Ea / Day	\$ 754.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 227.00
Partial Meter	Ea / Day	\$ 65.00
Reflectoquant Test Device	Ea / Day	\$ 124.00
Sealer, Vacuum	Ea / Day	\$ 330.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 227.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 99.00
Tool Handling Charge	Per Project	\$ 561.00
Ultrasonic Bath, Portable	Ea / Day	\$ 393.00
Ultrasonic Bath, Bench Top	Ea / Day	\$ 227.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4,072.00
Vacuum, Clean Room	Ea / Day	\$ 187.00
Wet Bench (portable)	Ea / Day	\$ 228.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 30.00

ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 206.00
Chemical Hose, Hazmat	Ea / Day	\$ 274.00
Confined Space Entry System	Ea / Day	\$ 250.00
Decontamination Shower/Filter	Ea / Day	\$ 175.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 306.00
Mini-Rae (PID)	Ea / Day	\$ 218.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 250.00
Personal Sample Pump	Ea / Day	\$ 35.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 374.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 175.00
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 374.00
Truck, Guzzler Air Mover	Ea / Hr	\$ 418.00
Truck, Vacuum 80 BBL	Ea / Hr	\$ 209.00
Truck, Vacuum, 120 BBL	Ea / Hr	\$ 253.00
Transfer Hose, per 20	Ea / Day	\$ 165.00

Construction		
Matterport 3D Camera	Ea / Day	\$ 155.00
Temporary Containment Hardwall	Lf / Day	\$ 4.25

HVAC		
HVAC, High Volume Air Agitation System	Ea / Day	\$ 165.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 245.00
HVAC, Power and Manual Hand Tools	PP / Day	\$ 48.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 85.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 210.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 245.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 675.00
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 75.00
HVAC, Dual Head Air Compressor	Ea / Day	\$ 68.00
HVAC, Laser Particle Meter	Ea / Day	\$ 425.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: January 2024



ITEMIZED SCHEDULED CONSUMABLES ³

CONSUMABLE DESCRIPTION	UNIT	RATE	CONSUMABLE DESCRIPTION	UNIT	RATE
BAGS			ELECTRONICS / MECHANICAL		
Bags, Environmental Trash Bags	Ea.	\$ 3.60	BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 74.00
Bags, Insulation Machine (Vacuum)	Ea.	\$ 37.00	BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 85.00
Bags, Trash, (each)	3 mil \$ 1.00 6 mil \$ 2.00		BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 88.00
CLEANING-GENERAL			BELFOR-CD 13 Complex Deruster 13	Gal	\$ 139.00
Disinfectant-Bioesque	Gal	\$ 63.00	BELFOR-EC 12 Electronics Cleaner	Gal	\$ 56.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 41.00	BELFOR-ESL Label Protection Lacquer	Ounce	\$ 21.00
BELFOR-All Purpose Cleaner	Gal	\$ 47.00	BELFOR-FC 10 Energized Cleaner	Gal	\$ 999.00
BELFOR-All Purpose Spotter	Gal	\$ 28.00	BELFOR-GC General Cleaner	Gal	\$ 51.00
BELFOR-Carpet Rinse & Neutralizer	43.5	\$ 22.00	BELFOR-HD 01 Hand Deruster 01	Gal	\$ 64.00
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.20	BELFOR-LP 40 Light Preserver 40	Gal	\$ 88.00
BELFOR-Concentrated Odor Counteractant & Smoke Elim.	Gal	\$ 37.00	BELFOR-MPP Metal Polishing Paste	Ounce	\$ 19.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 49.50	BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 149.00
BELFOR-Glass Cleaner	Gal	\$ 19.50	BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 15.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 50.00	BELFOR-OC24 Organic Cleaner 24	Gal	\$ 64.00
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 37.00	BELFOR-OC62 Organic Cleaner 62	Gal	\$ 54.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 17.00	BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 41.00
BELFOR-Oil Preserver	Gal	\$ 56.00	BELFOR-PM Polish Milk	Ounce	\$ 13.00
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 21.00	BELFOR-SD 02 Sulfide Defroster	Gal	\$ 64.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 31.00	BELFOR-WP Wax Preserver	Gal	\$ 95.00
Adhesive, Remover	Can	\$ 18.00	Nitric Acid, Ultra Pure	Quart	\$ 187.00
Alcohol, Isopropyl	Gal	\$ 96.00	Apron, Chemical	Ea.	\$ 6.60
Blocks, Odor Counteractant	Ea.	\$ 9.00	Arm Sleeves, Chemical	Ea.	\$ 4.80
Boot Covers, Latex	Per Pair	\$ 13.00	Arsenic Test Kit	Per Test	\$ 6.60
Brush, Scrub	Ea.	\$ 14.00	Bags, Anti Static	Ea.	\$ 4.80
Brushes, Pipe	Ea.	\$ 37.00	Brady Cards	Ea.	\$ 8.80
Brushes, Wire	Small \$ 5.50 Large \$ 9.00		Brush, Dispersion (Each)	Small \$ 5.50 Large \$ 17.00	
Cleaner, Stainless Steel	Can	\$ 19.00	Brush, Non Conduct	Ea.	\$ 13.00
Disinfectant, Antimicrobial	Gal	\$ 62.00	Chloride Quick Test Strips	Ea.	\$ 1.50
Foamer, Thermo Deodorizer	Gal	\$ 43.00	Cleaning / Decon Sticks	Ea.	\$ 1.70
Mop Heads	Ea.	\$ 17.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 34.00
Pad, Floor Buffer	Ea.	\$ 15.00	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 95.00
Pad, Foam Scrubbing	Pak	\$ 63.00	Non-Conduct Scrubbers, White (#98)	Box	\$ 57.00
Sponge, Particulate Removal (1.5"x3"x6")	Ea.	\$ 4.80	Tape, Clean Room	Roll	\$ 30.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.40	Wipes, Lint Free	Pak	\$ 43.00
Steel wool	Ea.	\$ 1.30	Wipes, Presaturated IPA/DI	Pak	\$ 25.00
Thinner, Paint/Mineral Spirits	Gal	\$ 28.00	Wipes, Standard Clean Room	Pak	\$ 35.00
Vapor Shark Membrane	Ea.	\$ 64.00	Wipes, Ultra Clean Room	Pak	\$ 75.00
Wipes, Cotton Cloth/Workshop Raqs	Lb.	\$ 6.60			
Wipes, Wipe All	Pak	\$ 15.00			
CONTENTS/PACK-OUT/STORAGE			ENVIRONMENTAL		
BELFOR-Fabric Protector	Gal	\$ 48.00	Asbestos Glove Bag	Ea.	\$ 41.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 6.60	Breathing Air, Type K Bottle	Ea.	\$ 67.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 21.00	Cartridge, MSA Combination	Ea.	\$ 84.50
BELFOR-Premium Dish Detergent	Quart	\$ 7.70	Protective Suits (Acid)	Ea.	\$ 102.00
Boxes, Book	Ea.	\$ 6.60	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,901.00
Boxes, Dish Pack	Ea.	\$ 14.75	Protective Suits (PolyPro Asbestos)	Ea.	\$ 10.00
Boxes, Slip Covers	Ea.	\$ 3.60	Protective Suits (Saranex Chemical)	Ea.	\$ 37.00
Boxes, Wardrobe/Specialty	Ea.	\$ 43.00	Sorbent Boom	Ea. \$ 11.50 Bale	\$ 122.00
Boxes, 3 cf	Ea.	\$ 9.50	Sorbent Pad	Ea.	\$ 31.00
Boxes, 4.5 cf	Ea.	\$ 11.25	DRUMS		
Cloths, Masslinn	Ea.	\$ 1.70	Drum, Steel / Poly Open Top, 55 Gallon	Ea.	\$ 199.00
Foam Blocks	Ea.	\$ 1.70	Drum, Poly Overpack, 95 Gallon	Ea.	\$ 283.00
Inventory Tags	Ea.	\$ 1.70			
Packing Paper, per 100 sq ft	Roll	\$ 23.00	HVAC		
Tape, Poly Box	Roll	\$ 3.60	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 85.00
Wrap, Bubble/Anti Static	Roll	\$ 102.00	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 92.00
Wrap, Stretch / 18"X 1500ft	Roll	\$ 72.00	HVAC Deodorizer	15oz	\$ 65.00
FILTERS			HVAC Cleaner Degreaser	Gal	\$ 42.00
Filter, Charcoal (Carbon Activated)	Ea.	\$ 79.00	HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'	Roll	\$ 42.00
Filter, HEPA	Ea.	\$ 279.00	HVAC Coil Cleaner	Gal	\$ 60.00
Filter, Pleated	Ea.	\$ 25.00	HVAC Collection Machine Filters (Pleated & Bag)	Ea.	\$ 95.00
Filter, Poly (Secondary)	Ea.	\$ 8.80	HVAC Collection Machine HEPA Filter	Ea.	\$ 465.00
SHEETING/PLASTIC/FLOOR PROTECTION			HVAC Duct Liner 1" - 3'x100'	Roll	\$ 625.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 565.00	HVAC Duct Mastic	Gal	\$ 42.00
Plastic Sheeting, 1.5 mil (24 x 200)	Roll	\$ 53.00	HVAC Insulation Repair Coating	Gal	\$ 110.00
Plastic Sheeting, 3 mil (20 x 100)	Roll	\$ 110.00	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 42.00
Plastic Sheeting, 6 mil (20 x 100)	Roll	\$ 225.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 75.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Roll	\$ 386.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 410.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)	Roll	\$ 479.00	HVAC Propane Fill Charge	Cylinder	\$ 85.00
Plastic Sheeting, Carpet Protector	Roll	\$ 99.00	HVAC Rotary Brush Head, Replacement	Ea.	\$ 155.00
Ram Board, (38" X 100')	Roll	\$ 185.00	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 85.00
Red Rosin Paper (200 ft. roll)	Roll	\$ 30.00	HVAC Sheetmetal Blank	Ea.	\$ 24.00
Scrim-Fire Rated (60"x100')	Roll	\$ 2,988.00	HVAC Sheetmetal Screw	Box 100	\$ 26.00
Sticky Mat (26"x32")	Ea.	\$ 108.00	HVAC Spray Adhesive	Can	\$ 35.00
SHRINK WRAP			HVAC Unibit	Ea.	\$ 99.00
Strapping, Woven HD	LF	\$ 0.15	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 32.00
Tape, Heat Shrink 2"	Roll	\$ 20.00			
Tape, Heat Shrink 4"	Roll	\$ 40.00	SAFETY		
Tape, Heat Shrink 6"	Roll	\$ 59.00	Boots, Chemical PVC	Per Pair	\$ 55.00
Wrap, Shrink, 7 mil (45" x 145")	Roll	\$ 987.00	Dust Mask	Ea.	\$ 2.40
Wrap, Shrink, 12 mil (32" x 180")	Roll	\$ 1,834.00	Gloves, Cotton / Rubber Coated Cotton	Per Pair	\$ 6.00
TAPE/ADHESIVE			Gloves, Latex (Surgical)	Box 100	\$ 50.00
Adhesive, Spray	Can	\$ 9.00	Gloves, Leather	Per Pair	\$ 9.90
Tape, 2-way (2" x 60')	Roll	\$ 36.00	Gloves, Nitrile	Per Pair	\$ 22.00
Tape, Barricade-Banner Guard (Caution, Danger, etc...)	Roll	\$ 34.00	Gloves, Nylon Inspection	Per Pair	\$ 0.60
Tape, Duct (2"x 60')	Roll	\$ 9.00	Protective Suits (Tyvek)	Ea.	\$ 33.00
Tape, Global	Roll	\$ 30.00	Respirator, N95	Ea.	\$ 13.00
Tape, Painters-blue/red	Roll	\$ 10.00	Respirator, P100	Ea.	\$ 13.00
MISC			Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 44.00
Disposable Decontamination Unit	Ea.	\$ 504.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 10.00
Encapsulant, Antifungal	Gal	\$ 99.00			
Encapsulant, Antimicrobial (Zinsser)	Gal	\$ 91.00			
Encapsulant, Soot	Gal	\$ 53.00			
Fasteners, Misc / Lock & Hasp	Ea.	\$ 36.00			
Floor Dry (40#)	Bag	\$ 19.00			
Lock Box	Ea.	\$ 55.00			
Soda, Soda Blaster Material	Bag	\$ 43.00			
Zipper (containment)	Ea.	\$ 14.00			

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Administrative Facilities:

160 Midland Ave. | Town Hall

(Includes Customer Service/Building Inspections/Planning/Zoning/Town Administration and temporarily Public Works and Recreation staff)

Facility flooring (carpet/flooring) needs cleaning to remove contamination from mud and waste.

Public Safety Facilities:

106 Montreat Rd. | Police Department and Fire Station #1

Facility took on water in the basement. The best I can tell it was a few inches of water and there is mold in there. This facility is currently still occupied. The facility also had a large roof leak in the fire department break room/kitchen area.

Operational Facilities:

304 Black Mountain Ave. | Public Works and Recreation Offices

This facility took on 4-5 feet of water and mud. It is structurally sound according to our building inspector, but the power is turned off for safety.

There is a second building (garage) on this property that also took on feet of water.

1Byrd Inman Ln. | Golf Course Maintenance Shop

This is a metal garage type facility which housed our golf course maintenance personnel and equipment. It took on several feet of water and may be a total loss.

Town Owned Facilities that we lease: -we are responsible for maintaining and upkeep of all of these per lease terms.

101 Carver Ave. | (AKA: Carver Center) Montessori School & Art in Afternoon

This facility took on some water in the gym/multi-purpose room (inches) and the flooring is coming up in the . The facility is host to a school and daycare.

105 N. Dougherty St. | Black Mountain Library

This facility had a roof leak, and I am trying to find out more.

225 W State St. | Center for the Arts

This facility has water in the elevator shaft. I am trying to find out more.

Recreational Facilities:

401 Laurel Circle Drive | Lakeview Center for Active Aging

The lower level took on about 5 or more feet of water. It is structurally sound according to our building inspector, but the power is turned off for safety. Mold is very bad as this facility is lakefront property.

401 Laurel Circle Drive | Black Mountain Pool – Pool house – Pavilion

The pool and pool house are also located at this address. The pool house had a roof leak.

There is a pump house near the tennis courts that took on water. The condition is unknown.

The pavilion has restrooms and a maintenance closet, and it took on feet of water.

15 Ross Dr. | Golf Course Pro Shop

The shop had a large roof leak due to a tree falling in it. There is water damage and mold in the facility. The facility is not being occupied but the power is on.

Public Parks/Restroom Facilities:

10 Veterans Park Drive | Veterans Park

Concession Stand/Press Box building and restrooms/pavilion took on feet of water. The facility is not being occupied and it is unknown if the power is on at this time.

There is a well pump house on the property that took on feet of water that may need to be cleaned out.

BELFOR initial  Customer Initial 



Town of Black Mountain

160 Midland Avenue • Black Mountain, North Carolina 28711
Phone (828) 419-9310 • Fax (828) 669-4204 • TDD 800-735-2962
www.townofblackmountain.org

Mayor
C. Michael Sobol

Town Council
Vice-Mayor Archie Pertiller
Council Member Alice Berry
Council Member Ryan Stone
Council Member Doug Hay
Council Member Pam King

Town Manager
Josh M. Harrold

Asst. Town Manager
Jessica Trotman

Town Clerk
Wesley Barker

October 18, 2024

Justification for E+E FEMA Documentation – Tropical Storm Helene, Disaster #4827 - Contracting Balfor USA, Inc. for Property Restoration Services for Disaster Related Damage to Public Facilities

The Town of Black Mountain is contracting with Balfor for property restoration services to address the disaster related damage sustained by several public facilities during Tropical Storm Helene. These services are critical for the town's ability to recover and restore essential public buildings, ensuring they are safe and functional for the community.

The following points support this justification:

1. Critical Need for Property restoration Services:

Tropical Storm Helene caused widespread flooding, which severely damaged multiple public facilities, including town operations offices, community centers, and other essential buildings. The town has determined there is a need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, and the use of a competitive procurement proposal would prevent the urgent action required to address the situation. The town requires professional disaster property remediation services to assess the extent of the damage, mitigate water intrusion, and implement necessary repairs to prevent further degradation and restore these facilities to a safe, usable condition.

2. Services Provided by Balfor:

Balfor will provide comprehensive property restoration services, including:

- **Flood Damage Assessment:** Thorough inspection and documentation of disaster related water damage to the town's public facilities.
- **Water Extraction and Drying:** Immediate removal of standing water and the drying of affected areas to prevent mold and structural damage.
- **Mold Remediation:** Prevention and removal of mold or other contaminants that may have resulted from disaster related floodwater exposure.
- **Limited Structural Repairs:** Assessment, restoration of walls, flooring, and other structural components damaged by floodwaters. (Emergency focus is solely on eliminating threats to public health and safety and determining structural

integrity, or remediation/abatement to prevent further exposure to mold and/or asbestos within affected facilities.)

These services are essential to ensure that the town's public facilities are safe for employees and the public and can resume normal operations.

3. FEMA Eligibility:

The contracting of disaster remediation services from Balfor is an eligible expense under FEMA's Public Assistance Program. The services provided will support emergency protective measures and the restoration of damaged public infrastructure, which is necessary for the continued operation of government services and community programs. The expenses align with FEMA's guidelines for the mitigation of disaster-related damage to public buildings and facilities.

4. Procurement Compliance:

The contract with Balfor for property restoration services is in compliance with FEMA's procurement regulations for emergency operations and was performed under authority granted in Town Resolution #R-24-34. Given the urgent need for these services, the town has followed FEMA's guidelines to secure qualified professionals who can immediately begin remediation work. This contract ensures that the town is addressing flood damage efficiently and within the necessary federal compliance framework.

5. Supporting Documentation:

Attached will be the contract with Balfor, detailing the scope of services to be provided and the associated costs for property restoration. Additional documentation, including reports on the damage to public facilities and records of remediation efforts, will be submitted to demonstrate the necessity of these services for restoring public facilities.

6. Required Documents

Attached are the required documents.

This justification is provided to support the town's request for FEMA reimbursement for the property restoration services contracted from Balfor. These services are essential for repairing and restoring public facilities that were damaged by flooding during Tropical Storm Helene, ensuring that these buildings can safely reopen for community use.

The town has confirmed that the contractor, Belfor USA Group, Inc., is responsible and is not on the debarred list.

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Showing 1 - 1 of 1 results

Sort by

Date Modified/Updated

BELFOR USA GROUP INC Active Registration			Entity
Unique Entity ID	CAGE Code	Physical Address	Expiration Date
LMXHFB8AHHEC7	1YQK9	185 OAKLAND AVE STE 100, BIRMINGHAM, MI 48009 USA	Jan 28, 2025
Purpose of Registration			All Awards

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1

of 1

>

Results per page

25

If you need further information or have any concerns, please do not hesitate to contact me directly.

Sincerely,

Josh Harrold, Town Manager

/ s: Josh Harrold, Town Manager
 CC: Town Council, Angela Reece, Project & Facility Manager

Suggested Elements for Noncompetitive Procurement Justification

VENDOR
PROCURED

Belfor Property Restoration Group, Inc

1. Select which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:
 - (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.

The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.

Flood Damage Assessment: Thorough inspection and documentation of disaster related water damage to the town's public facilities.
Water Extraction and Drying: Immediate removal of standing water and the drying of affected areas to prevent mold and structural damage.
Mold Remediation: Prevention and removal of mold or other contaminants that may have resulted from disaster related floodwater exposure.
Limited Structural Repairs: Assessment, restoration of walls, flooring, and other structural components damaged by floodwaters.
(Emergency focus is solely on eliminating threat to public health and safety and determining structural

3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).

The Town of Black Mountain procured services of Belfor during the exigency period in order to support detailed cost tracking of emergency protective measures required by FEMA. Due to the nature of the response and the myriad of activities required to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, and the use of a competitive procurement proposal would prevent the urgent action required to address the situation the town determined that additional formal procurements were not necessary since Belfor provided competitive rates consistent with national contracts.

4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

Under the authority granted in Town Resolution #R-24-34, and with guidance from emergency personnel and FEMA guidelines, the town secured a contract with Belfor Property Restoration Group, Inc. on October 18, 2024, for emergency property restoration services related to Federal disaster 4827- Tropical Storm Helene. Contract rates are consistent with competitively procured contracts for other sub-recipients, and thus the costs are reasonable per 2 CFR 200.

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).

The Town of Black Mountain procured services of Belfor during the exigency period in order to support detailed cost tracking of emergency protective measures required by FEMA. Due to the nature of the response and the myriad of activities required to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, and the use of a competitive procurement proposal would prevent the urgent action required to address the situation the town determined that additional formal procurements were not necessary since Belfor provided competitive rates consistent with national contracts.

6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

The town has confirmed that the contractor, Belfor USA Group, Inc., is responsible, has no conflicts of interest, and is not on the debarred list.

7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

The contracting of disaster remediation services from Belfor is an eligible expense under FEMA's Public Assistance Program. The services provided will support emergency protective measures and the restoration of damaged public infrastructure, which is necessary for the continued operation of government services and community programs. The expenses align with FEMA's guidelines for the mitigation of disaster-related damage to public buildings and facilities.

NOTE: A separate justification is required for each instance of noncompetitive procurement.

Suggested Elements for Noncompetitive Procurement Justification

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:
 - (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.
2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.
3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).
4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).
5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).
6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.
7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

NOTE: A separate justification is required for each instance of noncompetitive procurement.



Procurement Under Grants Conducted Under Exigent or Emergency Circumstances

The Federal Emergency Management Agency (FEMA) provides financial assistance to states, territories, tribes, local governments, nonprofits, institutions of higher education, and other non-Federal entities. All FEMA grant programs are subject to the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326. Recognizing that FEMA’s recipients and subrecipients may face exigencies or emergencies when carrying out a FEMA award, this Fact Sheet provides key information to consider when utilizing contracted resources under exigent or emergency circumstances.

What Rules Apply to State Entities?

States are required to follow their own procurement procedures as well as the Federal requirements for procurement of recovered materials and inclusion of required contract provisions per 2 C.F.R. §§ 200.317, 200.322, and 200.326.

For purposes of the Federal procurement requirements, states are defined as the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Northern Mariana Islands, and any agency or instrumentality thereof except for local governments. Tribal governments are not considered to be states when applying Federal procurement standards required by 2 C.F.R. Part 200.

What Rules Apply to Non-State Entities?

For all other types of entities, referred to as “non-state entities” in this Fact Sheet, Federal regulations (2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) establish requirements for the exigency or emergency exception that permits the use of noncompetitive procurements, frequently referred to as “sole-source contracting.” This exception and associated procurement requirements are discussed further below. In general, it will be fact-specific and entity-specific as to when exigent or emergency circumstances necessitate the use of noncompetitive procurements. The answers to the frequently asked questions below provide additional guidance on the acceptable use of noncompetitive proposals under exigent or emergency circumstances, which is described in regulation at 2 C.F.R. § 200.320(f)(2).

It is essential that all non-state entities understand that both FEMA and the U.S. Department of Homeland Security’s Office of Inspector General (OIG) closely review procurement actions and contract selections, with a particular emphasis on noncompetitive procurement actions, to evaluate compliance with Federal requirements. ***Failure to follow Federal contracting and procurement requirements puts non-state entities at risk of not receiving reimbursement or not being able to use FEMA grant funds for otherwise eligible costs.***

What is the exigency or emergency exception?

Non-state entities must follow the procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326. However, Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. FEMA approval is not required for use of noncompetitive

procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.

When referring to procurement activity, FEMA defines both exigency and emergency as situations that demand immediate aid or action. The difference between the two is that:

- In the case of an **exigency**, there is a need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the non-state entity, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.
- In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.

While emergency conditions generally are short-lived, exigent circumstances can exist for a period of weeks or months.

Exigency Example: A tornado impacts a city in June and causes widespread and catastrophic damage, including damage to a city school. The city wants to repair the school and have it ready for use by the beginning of the school year in September. The city estimates, based on past experience, that awarding a contract using a sealed bidding process would require at least 90 days, and the city's engineer estimates that the repair work would last another 60 days. This would extend the project beyond the beginning of the school year. Rather than conducting a sealed bidding process, the city—in compliance with state and local law—wants to sole source with a contractor it has contracted with previously. The city can demonstrate that this constitutes an “exigent circumstance” because use of a sealed bidding process would cause an unacceptable delay and thus procurement by noncompetitive methods was necessary based on the particular situation.

Emergency Example #1 (Disaster Grants): Severe weather impacts a city and causes widespread and catastrophic damage, including loss of life, widespread flooding, loss of power, damage to public and private structures, and millions of cubic yards of debris across the city, leaving almost the entire jurisdiction inaccessible. The city needs to begin debris removal activities immediately to restore access to the community, support search and rescue operations, power restoration, and address health and safety concerns. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

Emergency Example #2 (Non-Disaster Grants): The weather in a city has been below freezing for the past 2 weeks, causing a pipe in the city's emergency operations center to burst and flood the first floor. This flood destroyed half of the city's radios that its emergency workers use to communicate with police and fire personnel. The city documented and demonstrated that it needed to replace these radios right away to avert an immediate threat to life, safety, or property as the city needed a full supply of radios in order to respond to emergencies. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

When does the exigency or emergency exception apply and for how long?

Use of the public exigency or emergency exception *is only permissible during the actual exigent or emergency circumstances*. Exigency or emergency circumstances will vary for each incident, making it difficult to determine in advance or assign a particular time frame when noncompetitive procurements may be warranted. Exigent or emergency circumstances may exist for two days, two weeks, two months, or even longer in some cases. Non-state entities must ensure that work performed under the noncompetitively procured contracts is specifically related to the exigent or emergency circumstance in

effect at the time of procurement. Importantly, because the exception to competitive procurement is available only while the exigent or emergency circumstances exist, non-state entities should, upon awarding a noncompetitive contract, immediately begin the process of competitively procuring similar goods and services in order to transition to the competitively procured contracts as soon as the exigent or emergency circumstances cease to exist.

FEMA may review a non-state entity's justification that exigent or emergency circumstances warrant an exception to competitive procurement. If the agency determines that exigent or emergency circumstances did not exist or did not preclude a non-state entity from adhering to competitive procurement requirements, FEMA may disallow all or part of the non-state entity's cost related to the contract or take other actions permitted by statute and regulation. (*See* 2 C.F.R. § 200.338).

What documentation is required to support the use of the exigency or emergency exception?

While FEMA approval is not required for a non-state entity to use noncompetitive procurement proposals under the emergency or exigency exception, non-state entities must document and provide justification for the use of the exigent or emergency exception. A list of elements that non-state entities may wish to include as part of their written justifications can be found at the end of this Fact Sheet. The justification must be included in the non-state entity's records for each FEMA award, subaward, or project.

Do any Federal procurement requirements apply if a non-state entity is sole-sourcing a contract under exigent or emergency circumstances?

Yes, non-state entities must comply with the following requirements even when exigent or emergency circumstances exist:

- Contracts must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II) (also applicable to states).
- Contracts exceeding the Federal simplified acquisition threshold must include the Federal bonding requirements if the contract is for construction or facility improvement (2 C.F.R. § 200.325).
- Contracts must be awarded to a responsible contractor (2 C.F.R. § 200.318(h)).
- The non-state entity must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable if the contract exceeds or is expected to exceed the Federal simplified acquisition threshold (2 C.F.R. § 200.323(a) and (b)).
- The use of cost-plus-percentage-of-cost contracting is prohibited (2 C.F.R. § 200.323(c)).
- Use of time and materials contracts must comply with 2 C.F.R. § 200.318(j).
- The non-state entity must follow documentation, oversight, and conflict of interest requirements among other general procurement requirements in 2 C.F.R. § 200.318. If a conflict of interest is unavoidable due to the exigent/emergency circumstances, the non-state entity must explain that in the procurement documentation.

What if the non-state entity wants to use a pre-awarded or pre-existing contract in an exigency or emergency and that contract does not comply with the Federal procurement requirements?

If a pre-awarded or pre-existing contract is not in compliance with the Federal procurement requirements (e.g., the contract was not fully and openly competed (*see* 2 C.F.R. §§ 200.319, 200.320), the six affirmative socioeconomic contracting steps were not completed (2 C.F.R. § 200.321), there is a conflict of interest involved (2 C.F.R. § 200.318)), it may still be possible to use the contract for the duration of the exigency or emergency. FEMA recommends that non-state entities review the list of procurement requirements above and take actions to modify pre-awarded or pre-existing contracts where applicable. In addition, non-state entities must prepare the appropriate documentation to justify the use

of a noncompetitively procured contract.

Can non-state entities use time and materials (T&M) contracts in an exigency or emergency?

Yes, but only under certain circumstances. FEMA advises against the use of T&M contracts and generally limits the use of these contracts to a short time period where the scope or duration of the work is unclear. T&M contracts do not incentivize contractors to control costs or maximize labor efficiency. FEMA may reimburse costs incurred under a T&M contract only if all of the following apply:

- No other contract was suitable;
- The contract has a ceiling price that the contractor exceeds at its own risk; and
- The non-state entity can demonstrate it provided a high degree of oversight to obtain reasonable assurance that the contractor used efficient methods and effective cost controls.

Can a non-state entity award cost-plus-a-percentage-of-cost contracts or contracts with a percentage-of construction-cost method in an exigency or emergency?

No. This prohibition applies to all work, regardless of the circumstances (2 C.F.R. § 200.323(d)).

Can non-state entities use *piggyback* contracts in an exigency or emergency?

Piggyback contracting occurs when one entity with an existing contract assigns some or all of its contractual rights to another entity that was not previously party to the contract. Generally, FEMA discourages piggyback contracts because the original contract pertains to the needs of the original entity with a specific scope of work for that entity. While there may be circumstances when piggybacking is permissible, in almost all instances, the scope of work would need to be changed to include the needs of a non-state entity, and changes to the scope of work are generally not permitted as there is not likely to be full and open competition for the expanded scope of work. However, during emergency and exigency circumstances, non-state entities may be able to piggyback another entity's contract and expand the scope of a contract for the period of the emergency or exigency circumstance.

Note that a non-state entity may choose to enter into a separate contract with the same contractor as another entity, using the same terms and conditions as in that other entity's contract, with only a change in the scope of work and the associated costs. However, this is sole-source contracting rather than piggyback contracting, and it must meet the requirements for noncompetitive procurement under exigency or emergency circumstances as described elsewhere in this Fact Sheet.

If a non-state entity is contemplating the use of piggyback contracting, it should contact its state or territory liaison, or the applicable FEMA Program Office to request FEMA assistance with contract review. For assistance with FEMA contact information, the entity should contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or askcsid@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.

Can states use time and materials (T&M) or cost-plus-percentage-of-cost (CPPC) contracts in an exigency or emergency?

While the Federal procurement rules do not prohibit the use of T&M contracts and CPPC contracts by states, FEMA discourages states from using these contracts because they generally lack provisions that control costs and maximize efficiency in performing work. FEMA and the OIG closely scrutinize these types of contracts for cost reasonableness.

Although T&M contracts are discouraged, there may be instances where T&M contracts are appropriate in the short term for activities such as debris removal, emergency power restoration, or other immediate actions required to address emergency health and safety threats under a Public Assistance award. States

entering into T&M contracts are encouraged to include language in the contract that specifies a ceiling price and limits the duration of the contract to a short time period, thus providing the state time to develop a scope of work and transition to the more competitive procurement procedures.

As a reminder, 2 C.F.R. § 200.317 requires states to follow: (1) the same policies and procedures they use for procurements using non-Federal funds; (2) 2 C.F.R. § 200.322 (procurement of recovered materials); and (3) 2 C.F.R. § 200.326 (required contract provisions). These requirements apply regardless of whether exigency or emergency circumstances exist. States must ensure that they are also in compliance with the cost principles in 2 C.F.R. §§ 200.400 – 200.474, including ensuring that costs are reasonable, as defined in 2 C.F.R. § 200.404.

Additional Information and Resources

Non-state entities should consult as soon as possible with all appropriate parties, including their own legal counsel, to review their procurement policies, actions, and contracts and compare them to the Federal procurement requirements. Non-state entities also should contact their state or territory liaisons, or applicable FEMA Program Office to request assistance with any procurement activity concerns. For assistance with FEMA contact information, the entity should contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or askcsid@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.

Detailed procurement and contracting information is available on the FEMA website at www.fema.gov/procurement-disaster-assistance-team. While the guidance available at that website is specifically applicable to FEMA's Public Assistance Program, it is a useful resource for FEMA's other grant programs as the procurement requirements in 2 C.F.R. Part 200 apply to all of FEMA's grant programs. The current Code of Federal Regulations referenced in this guidance can be accessed at www.eCFR.gov. The annual Code of Federal Regulations is available at <https://www.govinfo.gov/app/collection/cfr>, and the applicable regulations will be the ones in place at the time FEMA issued the declaration or made the award.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** December 9, 2024
AGENDA SECTION: Unfinished Business **DEPARTMENT:** Administration
TITLE OF ITEM: Amended Debris Removal Interlocal Agreement with Buncombe County (Tetra Tech)

SUGGESTED MOTION(S):

I move that Town Council approve the amended interlocal agreement with Buncombe County for Debris Removal with Tetra Tech.

SUMMARY:

Tropical Storm Helene yielded over 10 million cubic yards of debris countywide, much of which is on private property (residential, commercial, and in waterways) and constitutes a threat to public health, safety, and welfare. It is estimated that approximately 4000 private property owners in the county (including the incorporated municipalities) require storm-related debris removal. Many of these property owners and some businesses will qualify for no-cost private property debris removal (PPDR) by a third-party debris-removal entity and the Federal Emergency Management Agency. In order to qualify for no-cost PPDR, property owners must participate in a detailed intake process involving an application, insurance verification, a right-of-entry, and inspection. Tetra Tech, Inc., the County's disaster-recovery consultant has been tasked with designing and implementing a PPDR intake process. To facilitate the intake process, Tetra Tech will perform PPDR outreach in person at intake centers, online through a PPDR dashboard, and via a call center. The City of Asheville and the Town of Black Mountain have expressed interest in having the County, by and through Tetra Tech, administer the intake process for their residents and businesses. The interlocal agreements would govern the PPDR intake for Asheville and Black Mountain. It is anticipated that FEMA will reimburse the County for these services entirely, but to the extent that they are not reimbursed, the municipalities will reimburse the County for the actual costs incurred by the County to administer the PPDR intake for Asheville and Black Mountain residents. Once the intake process is complete, Asheville and Black Mountain will each engage a third-party entity to remove the debris.

Note: The Town Council approved an interlocal agreement with Buncombe County for debris removal with Tetra Tech at their November 12, 2024 regular meeting, but this amended interlocal agreement would take the place of that interlocal agreement and be noted in the minutes.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? None at this time.

If no, describe how it will be funded. n/a

ATTACHMENTS:

1. Tetra Tech Debris Removal ILA TOBM-BCO Final

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

**INTERLOCAL AGREEMENT BETWEEN
BUNCOMBE COUNTY & THE TOWN OF BLACK MOUNTAIN**

This Interlocal Agreement ("Agreement") is entered into effective November ____, 2024, by and between the COUNTY OF BUNCOMBE, a body politic and corporate, organized and existing under the laws of the State of North Carolina ("County") and the TOWN OF BLACK MOUNTAIN, a municipal corporation of the State of North Carolina ("Town").

W I T N E S S E T H:

- WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order 315 declaring a statewide State of Emergency and on September 26, 2024, President Joseph R. Biden approved a federal disaster declaration for Buncombe County;
- WHEREAS, on or about September 27-28, 2024, Tropical Storm Helene ("storm") devastated portions of Buncombe County and the incorporated municipalities, yielding approximately 10 million cubic yards of debris countywide;
- WHEREAS, much of the debris is on private property, including commercial property, and within waterways (collectively, "private property debris") and constitutes a threat to public health, safety, and welfare;
- WHEREAS, many residents and some businesses will qualify for no-cost private property debris removal by a third-party debris-removal entity and the Federal Emergency Management Agency, but in order to qualify, property owners will be required to participate in detailed intake process;
- WHEREAS, this private property debris removal intake process, including application and right-of entry, will require a coordinated effort between Buncombe County, the incorporated municipalities, and state and Federal agencies to ensure that proper procedures are followed and that residents receive clear and consistent information;
- WHEREAS, waterway debris removal may also require a coordinated right-of-entry process involving property owners and governmental entities;
- WHEREAS, to achieve orderly and efficient removal of debris from private property and waterways, the Town desires that Buncombe County coordinate the private property debris removal intake process within the territorial jurisdiction of the Town; and
- WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. §153A-445 and Ch. 160A, Art. 20, Part 1, Joint Exercise of Powers.

NOW, THEREFORE, in consideration of the mutual promises made in this Interlocal Agreement and the mutual reliance placed by each party on the responsibilities of each other, and such other good and valuable consideration as the Parties agree is sufficient, it is agreed as follows:

1. Purpose. The purpose of this Interlocal Agreement (Agreement) is to establish the terms and conditions under which the County will facilitate the private property and waterway debris removal intake process for Town of Black Mountain property owners.
2. Duration. This Agreement shall commence on November 16, 2024, and shall terminate on May 23, 2025, or upon the completion of the PPDR and waterway debris removal intake process for private property owners within the Town of Black Mountain.
3. Responsibilities.
 - a. Buncombe County. Buncombe County shall:
 - i. Administer the PPDR and waterway debris removal intake process by and through its consultant Tetra Tech, Inc. as described in subtasks 3.1 and 3.2 of Exhibit A, which is incorporated by reference as if fully set forth herein; and
 - ii. Provide the Town with access, upon request, to Tetra Tech's database, daily reporting, and any other data that pertains to the debris removal within the Town
 - b. Town of Black Mountain. The Town shall:
 - i. Identify personnel to coordinate with the County and the County's contractors in the PPDR and waterway debris removal intake process;
 - ii. Cooperate in good faith with the County and the County's contractors in the PPDR and waterway debris removal intake process;
 - iii. Cooperate with the County and provide information as necessary to the County for the purposes of receiving federal reimbursement for storm-related debris removal in the Town;
 - iv. Reimburse the County for the Town's actual costs associated with subtasks 3.1 and 3.2 that are not reimbursed by the federal government.
4. Hold Harmless. To the extent permitted by North Carolina law, the Town agrees to hold harmless the County and its officers, agents, employees, and contractors against all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Buncombe County or its contractors for any damages that result from the County's negligence in removing storm-related debris within the Town of Black Mountain. The County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.
5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.
6. Termination. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least thirty (30) days written notice.
7. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of the State of North Carolina.
8. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the

institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

9. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.
10. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.
11. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

Town:

County:

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and the Town, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

TOWN OF BLACK MOUNTAIN

BUNCOMBE COUNTY

Josh Harrold, Town Manager

Avril M. Pinder, County Manager



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** December 9, 2024

AGENDA SECTION: Unfinished Business **DEPARTMENT:** Finance

TITLE OF ITEM: Consideration of Amendment to Hurricane Helene Grant Project Ordinance and Project Budget Amendment

SUGGESTED MOTION(S):

Motion to approve the Hurricane Helene Grant Project Ordinance and Project Budget Amendment as presented and recommended.

SUMMARY:

The Town of Black Mountain periodically establishes grant project ordinances for endeavors that involves funding in whole or in part by revenues received from the Federal and/or State Government. The operating or capital expenditure defined within the grant contract may require a time frame greater than one fiscal year to complete. Consequently, the adoption of a grant project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding each fiscal year. This agenda item is to consider the approval of the Resolution to accept funding, amendment of the Grant Project Ordinance, and budget amendments for Hurricane Helene. The Town of Black Mountain is included in FEMA-4827-DR, North Carolina Disaster Declaration. Initial funding for this Grant project came from the Town's General Fund Balance. This amendment recognizes the following items:

- Advanced payment of \$1,500,000 from the North Carolina League of Municipalities "NCLM". NCLM is the provider of the Town's property insurance policy, the payment provided is an immediate needs payment while the Town's numerous insurance claims are processed.
- NC Division of Water Infrastructure project Number HEL-0003 up to the amount of \$3,000,000, repayable at 0% interest from the DEQ Water Infrastructure Emergency Bridge Loan Program established in Session Law 2024-53 Section 4C.7 has been awarded to the Town.

RECOMMENDATION:

The Finance Department requests acceptance from the board of additional funding through the attached resolution, appropriating the additional \$3,000,000 of revenue from the NCDEQ;

Budget Amendments recognizing the insurance and loan proceeds and expenditures, and the amended grant project ordinance.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Yes, increase in budgeted funds and expenditures within the Grant Project Fund of \$4,500,000.

If no, describe how it will be funded. n/a

ATTACHMENTS:

1. Hurricane Helene Grant Project Amended Ordinance
2. Resolution Accepting Funding from NCDEQ State Emergency Bridge Loan



Town of Black Mountain Hurricane Helene Amended Grant Project Ordinance

BE IT ORDAINED by the Town Board of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; the following Grant Project Ordinance O-24-15, originally adopted October 7, 2024, is hereby amended and adopted as follows:

Section 1. Project Defined

The Town of Black Mountain defines a "Grant Project" as a project financed in whole or in part by revenues received from the Federal and/or State Government for operating or capital proposed as defined by the grant contract. The project may include expenditures that span across multiple fiscal years.

Section 2. Project Authorization

The project authorized is Hurricane Helene. Beginning September 25th, 2024 the Town of Black Mountain entered into a State of Emergency within North Carolina. September 28th, 2024 a Federal Major Disaster Declaration for the State of North Carolina due to Tropical Storm Helene was issued. September 30th, 2024 the Town of Black Mountain declared a State of Emergency. FEMA-4827-DR, North Carolina Disaster Declaration as of September 28, 2024, defines the Incident Period as September 25, 2024 and continuing.

Section 3. Funding

This project is to be funded in whole or part by FEMA-4827-DR. FEMA's Office of Response and Recovery has determined that with the President's Emergency Declaration, exigent and emergency circumstances currently exist. FEMA Assistance for this project has been declared for 100% of approved expenditures. For all permanent expenditures related to the storm FEMA has declared 90% reimbursement. The state of NC Emergency Management has declared funding of 10% to cover remaining unreimbursed amounts from FEMA.

Initial Funding for this project will need to be provided by a budget amendment from the General Fund Balance. In the case of funding that is not needed due to other funding sources, the Town will transfer unneeded funds transferred from the General Fund back to the general fund.

An advanced payment in the amount of \$1,500,000 has been received by NCLM to assist in immediate needs while our insurance claims are being completed. This payment will be deducted from the insurance proceeds to be received for flood damage to Town property.

Additional funding received from NC Division of Water Infrastructure project Number HEL-0003 up to the amount of \$3,000,000, repayable at 0% interest from the DEQ Water Infrastructure Emergency Bridge Loan Program established in Session Law 2024-53 Section 4C.7 has been awarded to the Town.

Section 4. Directives

The officers of the Town of Black Mountain are hereby directed to proceed with the federal and/or state grant project within the terms of the rules and regulations of those grants and the budget contained. The Town Manager is hereby directed to act on behalf of the Town Council in all matters associated with the project within the terms of all contracts, agreements, and legal requirements binding on the project and within limits of the funds appropriated

Section 5. Revenues

The following anticipated revenues are hereby adopted:

Budgeted Revenues			
<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
General Fund Transfer In	2,000,000.00	0.00	2,000,000.00
NCDEQ - Infrastructure Loan	0.00	3,000,000.00	3,000,000.00
Insurance Proceeds	0.00	1,500,000.00	1,500,000.00
Total Funds	\$2,000,000.00	\$4,500,000.00	\$6,500,000.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

Budgeted Expenses			
<u>Budgeted Expenses</u>	<u>Prior Anticipated</u>	<u>Change</u>	<u>Amended Expense</u>
Salaries and Benefits	\$500,000.00	\$0.00	\$500,000.00
Contract Services	\$1,300,000.00	\$0.00	\$1,300,000.00
Emergency Preparedness	\$200,000.00	-\$199,000.00	\$1,000.00
Protective Clothing	\$0.00	\$2,000.00	\$2,000.00
R&M Buildings	\$0.00	\$5,000.00	\$5,000.00
R&M Equipment	\$0.00	\$2,000.00	\$2,000.00
R&M Vehicle	\$0.00	\$1,000.00	\$1,000.00
R&M Utility System	\$0.00	\$500.00	\$500.00
Office Supplies	\$0.00	\$1,500.00	\$1,500.00
Non-Capital Equipment and Furniture	\$0.00	\$50,000.00	\$50,000.00
Lease Rental -Equipment	\$0.00	\$87,000.00	\$87,000.00
Capital Street/Bridge/Sidewalk	\$0.00	\$50,000.00	\$50,000.00
Capital Outlay - Dist Lines and Connections	\$0.00	\$2,500,000.00	\$2,500,000.00
Capital Outlay - Plants, Pump Stations, Sub Stations	\$0.00	\$500,000.00	\$500,000.00
Capital Outlay - Vehicles	\$0.00	\$1,500,000.00	\$1,500,000.00
Total Expenses	\$2,000,000.00	\$4,500,000.00	\$6,500,000.00

Section 7. Funding

Funds may be advanced from other Town of Black Mountain fund accounts for the purpose of making payments as due. Reimbursement requests should be made to any applicable grantor agency following the regulations and rules of the grant.

Section 7. Records and Reporting

The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed

accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable

Section 8. Official Copies

Copies of this Capital Project Ordinance shall be furnished to the Town Clerk and shall be held in the Finance Department for the direction in carrying out this project.

Section 9. Project Expiration

This project ordinance expires when the project has been completed and Project Funds have been obligated and expended for all project expenditures by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 9th day of December 2024.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



**TOWN OF BLACK MOUNTAIN
RESOLUTION
ACCEPTANCE OF FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL
QUALITY STATE EMERGENCY BRIDGE LOAN**

- WHEREAS, The Town of Black Mountain has need for and intends to construct or repair the Town's drinking water system infrastructure project impacted by Hurricane Helene; and
- WHEREAS, The Town of Black Mountain's requested, State loan and/or grant assistance for the State Emergency Bridge Loan, has been approved by The North Carolina Department of Environmental Quality, Division of Water Infrastructure; and
- WHEREAS, The DEQ Water Infrastructure Emergency Bridge Loan Program has offered funding to repair the Town's drinking water system; and
- WHEREAS, The Town of Black Mountain is eligible to receive a total funding amount up to \$3,000,000 from the Emergency Bridge Loan Funds; Hundred Percent of the Loan will be repayable at 0% interest by June 30, 2030 or upon the receipt of federal disaster relief, whichever comes first; and

Now therefore be it resolved, by the Town Council of the Town of Black Mountain, North Carolina, the following:

1. That the Town of Black Mountain, the **Applicant**, does hereby accept the State Emergency Bridge loan offer in the amount of \$3,000,000.
2. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. The Town of Black Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that the Town will adhere to all applicable items specified in the standard "Conditions and Assurances" of the Department's funding offer, awarded in the form of contractual "Offer and Acceptance" documents; and
4. That Josh Harrold, Town Manager and Jessica Trotman, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the project described above.
5. That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

6. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Duly adopted this 9th day of December 2024.

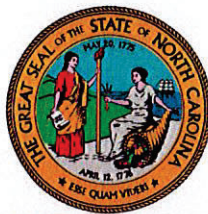
C. Michael Sobol
Mayor

ATTEST:

Wesley M. Barker
Town Clerk

TOWN OF BLACK MOUNTAIN BUDGET ADJUSTMENT/AMENDMENT REPORT

Adjustment Number	Summary	Description	Account Number	Account Name	Sum of Amount
BA25-0000062	NCDEQ Infrastructure Loan	Helene Infrastructure Loan	425-8806-48025	Debt Proceeds	-\$3,000,000.00
			425-8806-51016	Protective Clothing	\$2,000.00
			425-8806-52310	R & M - Buildings	\$5,000.00
			425-8806-52315	R & M - Equipment	\$2,000.00
			425-8806-52316	R & M - Vehicle	\$1,000.00
			425-8806-52330	R & M -Utility System	\$500.00
			425-8806-52410	Office Supplies	\$1,500.00
			425-8806-52510	Non-Capital Equipment and Furniture	\$50,000.00
			425-8806-54010	Lease/Rental - Equipment	\$87,000.00
			425-8806-55021	Emergency Disaster Preparedness Expense	-\$199,000.00
			425-8806-57610	Capital Outlay - Street/Bridge/SWalk/Dam/Greenway	\$50,000.00
			425-8806-57615	Capital Outlay - Dist Lines and Connections	\$2,500,000.00
			425-8806-57616	Capital Outlay-Plants,Pump Stations,Sub Stations	\$500,000.00
BA25-0000066	NCLM advance payment of Helene Claims	NCLM Helene Advance Payment	425-8806-48010	Insurance Recovery Proceeds	-\$1,500,000.00
			425-8806-57410	Capital Outlay-Vehicles	\$1,500,000.00



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MARY PENNY KELLEY
Secretary

November 12, 2024

Josh Harrold, Town Manager
Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711

Subject: Emergency Loan Award for Hurricane Helene Water Infrastructure Damage

Dear Josh Harrold:

I am very pleased to award you interest-free financing that should act as a cash flow bridge between your immediate needs and federal reimbursement of disaster expenses.

I have never seen such severe and extensive damage in the western part of our state. The force of water it took to sweep away infrastructure, carve out river channels, and deposit silt across our riverside streets and buildings was astounding. I am similarly amazed by the hard work and dedication that you and your community demonstrated in the aftermath to take care of each other and begin to put things right again.

For our part, as soon as the reports came in on the devastation, I directed my staff to do everything we could to support you in rebuilding. Upon their recommendation, I activated emergency loan funding and waived program fees. The Legislature authorized and Governor Cooper signed into law the disaster relief package that provided additional funding to the program.

As a loan that bridges the time gap between your current expenses and federal reimbursement, you will not repay the loan until the earlier of June 2030 or receipt of federal disaster relief. You may also ease cash flow demands by submitting invoices to us for your incurred costs prior to paying your contractors. Federal agencies may reimburse emergency loans, including this loan. I and my staff will continue to partner with you and with federal agencies to ensure this works seamlessly for you and eases the burden of rebuilding public infrastructure.

Your partner in natural disaster recovery,

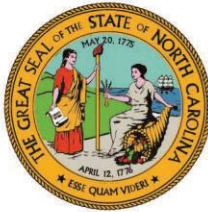
Mary Penny Kelley
Secretary

DEQ wants to help however we can. Please let me know what else you need beyond this emergency funding.



North Carolina Department of Environmental Quality

217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8661



NORTH CAROLINA
Environmental Quality

November 13, 2024

ROY COOPER
Governor

MARY PENNY KELLEY
Secretary

SHADI ESKAF
Director

Mr. Josh Harrold, Town Manager
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

Subject: Letter of Intent to Fund and Funding Offer Transmittal
Emergency Bridge Loan for Hurricane Helene Damages
DWI Project No.: HEL-0003

Dear Mr. Harrold:

The Division of Water Infrastructure (Division) has received your local government unit's (Recipient's) *Request for Emergency Loan Funding* to repair damages to your drinking water and/or wastewater infrastructure resulting from Hurricane Helene. The Division is offering up to \$3,000,000, repayable at 0% interest from the DEQ Water Infrastructure Emergency Bridge Loan Program as established in Session Law (S.L.) 2024-53 Section 4C.7. Projects must meet applicable State laws, rules and guidance for the expenditure of these funds. If additional emergency loan funds are needed, please submit another *Request for Emergency Loan Funding* to the Division with a project scope and project budget demonstrating the need for additional funds.

Eligible Costs:

DEQ Water Infrastructure Emergency Bridge Loan (Emergency Loan) funds can only be used to cover eligible costs arising from damage caused by Hurricane Helene to the drinking water and/or wastewater system of the Recipient. Eligible costs under the Emergency Loan are limited to those allowed under Session Law 2024-53, Section 4C.7, to conduct emergency repairs to restore operational capacity until receipt of federal disaster relief and for any other purpose specifically provided by an act of the General Assembly. If there are questions about the eligibility of potential costs, please contact the Division's project manager for discussion prior to incurring the costs.

Emergency Loan Terms:

There is no fee for the Emergency Loan. Per S.L. 2024-53, Section 4C.6, this Emergency Loan does not require the approval of the Local Government Commission that is required under NC G.S. 159G-40.

Per S.L. 2024-53, Section 4C.7.(a), the Emergency Loan costs must be encumbered by the Division by October 31, 2028. **The Recipient must submit all requests for Emergency Loan disbursements for eligible costs to the Division by October 31, 2028.** The Division will not make any disbursements on the Emergency Loan for which eligible disbursement requests were not received from the Recipient by that date.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Per S.L. 2024-53, Section 4C.7.(j)(2), the Emergency Loan matures upon the earlier of the receipt of federal disaster relief by the Receipt or June 30, 2030. The Emergency Loan repayments are not amortized for the Recipient by the Division. **The Recipient is responsible for repaying the full balance of the Emergency Loan to the Division by June 30, 2030 or upon receipt of federal disaster relief, whichever comes first.**

Alternative Funding:

The Recipient should and is encouraged to obtain alternative funds to cover the losses or needs for which the Emergency Loan funds are provided, including any available federal disaster aid (e.g., FEMA Public Assistance). Alternative funds, including federal disaster relief funds, received by the Recipient to cover the same losses or needs for which this Emergency Loan was issued must be used to repay the Emergency Loan.

Project Scope and Budget:

Upon acceptance and execution of the Emergency Loan offer, the Recipient must submit a preliminary scope and budget to the Division via the Laserfiche link below. The preliminary scope and budget must be received by the Division at the time or prior to the request for first disbursement of Emergency Loan funds. The preliminary scope and budget can be amended by the Recipient as the repairs and project progresses. Documented, eligible costs incurred by the Recipient prior to the execution of the funding offer can be included in the preliminary scope and budget and in the disbursement requests. Please note that the accompanying funding offer is being issued before the Division has received a preliminary scope and budget from the Recipient.

Disbursement of Emergency Loan Funds:

These funds will be disbursed to the Recipient after relevant costs are incurred and invoices are submitted to the Division. Funds will be disbursed as invoices for incurred pre-construction and construction costs are submitted by the Recipient during construction/repairs, which may be submitted prior to or after paying the contractors for the incurred costs. Only costs eligible under Session Law 2024-53 may be covered by these funds.

Electronic Document Submittal through Laserfiche:

Recipients should submit all project documents via the supporting documentation submittal form located at <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. The link and a list of frequently asked questions can also be accessed from the Division's I Have Funding page, <https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding>.

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding.

Acceptance of the Emergency Loan Offer:

To accept this Emergency Loan funding offer, please email the Division project manager within two weeks of receipt of this letter with a statement accepting this offer. Upon acceptance, please submit the items below via the Laserfiche link:

- 1) One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative of the project, along with the Conditions and Assurances. **Please retain a copy for your files.**
- 2) A Resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. (Sample copy attached).
- 3) Federal Identification Number and Unique Entity ID Number of the Recipient.



- 4) Sales Tax Certification (attached).
- 5) Preliminary project scope and project budget.

The Site Certification and a Capital Project Ordinance (or budget ordinance covering the project) and the items above are due before disbursements begin.

Declination of the Emergency Loan Offer:

To decline this Emergency Loan funding offer, please email the Division project manager within two weeks of receipt of this letter with a statement declining this offer. An email from the Authorized Representative declining the loan will result in the rescission of the Emergency Loan funding offer.

Division's Project Manager:

If you have any questions concerning this matter or require general assistance, please contact the Division's project manager assigned to your project: Renee Parkman either by telephone at (704) 235-2203 or by email at renee.parkman@deq.nc.gov.

Sincerely,

DocuSigned by:

 6300A872077B4C5...

Shadi Eskaf, Director
 Division of Water Infrastructure

Enclosures: Offer and Acceptance Document
 Assurances & Conditions
 Federal ID and UEID Number Request Memo
 Resolution to Accept Funding Offer (suggested format)
 Sales Tax Certification Form
 Disbursement Request Form
 Site Certification
 Capital Project Ordinance (sample)

cc: Josh Harrold, Town Manager (josh.harrold@tobm.org)
 Jessica Trotman, Town of Black Mountain (1jessica.trotman@tobm.org)
 Renee Parkman, P.E. (DWI, via DocuSign)
 Mark Hubbard, P.E. (DWI, via DocuSign)
 DWI Administrative Unit (DWI, via DocuSign)
 Teresa Tripp (DWI, via DocuSign)
DEQ.DWI.FundingOffer@deq.nc.gov
 LF Project File (COM – LOIF)
 DWI Agreement ID: 2000080230



STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient	Project Number(s): HEL-0003
Town of Black Mountain 160 Midland Ave. Black Mountain, North Carolina 28711	Unique Entity ID Number: FBFRMA4EHMM5

Funding Program

Drinking Water	☒	Additional Amount for	Previous Total	Total Offered
Stormwater	☐	Funding Increases		
Wastewater	☒			
DEQ Water Infrastructure Emergency Bridge Loan – Hurricane Helene	☒			\$3,000,000
State Emergency Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)	☐			
American Rescue Plan Act—Choose an item.	☐			

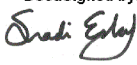
Project Description:

Emergency Bridge Loan for Hurricane Helene Damages	Total Financial Assistance Offer:	\$3,000,000
	Closing Fee:	\$0
	For Loans	
	Interest Rate:	0% Per Annum
	Maturity:	June 30, 2030 or Upon receipt of federal disaster relief, whichever comes first

Pursuant to North Carolina Session Law 2024-53:

- The applicant is eligible under State law,
- The project is eligible under State law, and
- The project has been approved by the Department of Environmental Quality as being an emergency situation in a County declared as a disaster county as a result of Hurricane Helene, and eligible under Session Law 2024-53.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:	Shadi Eskaf, Director, Division of Water Infrastructure North Carolina Department of Environmental Quality
DocuSigned by:  6300A872077B4C5..... Signature	11/13/2024 Date

On Behalf of:	Town of Black Mountain
Name of Representative in Resolution:	
Title (Type or Print):	

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	Date
-----------	------

STANDARD CONDITIONS & ASSURANCES FOR EMERGENCY LOAN – Hurricane Helene Emergencies

Project Recipient: Town of Black Mountain

Project Number(s): HEL-0003

Conditions

1. Any funds received from the Emergency Loan shall only be used to cover eligible costs arising from damage caused by Hurricane Helene to drinking water or wastewater systems located in the affected area.
2. Eligible costs under the Emergency Loan are limited to those allowed under Session Law 2024-53, Section 4C.7(e).
3. The Recipient is responsible for paying for the costs ineligible for Division of Water Infrastructure funding.
4. All funds awarded to the Recipient from the Emergency Loan must be expended or encumbered by October 31, 2028.
5. The Recipient agrees to repay the full amount disbursed in this Emergency Loan to DEQ when due in accordance with this Agreement. Per Section 4C.7.(j)(2) of Session Law 2024-53, the total balance of this loan shall be due upon the earlier of:
 - a. Receipt of federal disaster relief by the Recipient; or
 - b. June 30, 2030.
6. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. The Recipient shall provide any documentation requested by DEQ to show that (1) funds requested by Recipient are necessary to repair damages caused by Hurricane Helene and (2) Emergency Loan funds are used for an authorized purpose.
8. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs. The Recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Recipient is expected to uphold its contract obligations including those regarding timely payment.
9. Failure to comply with local government audit requirements may result in delays in disbursement of the funds to the Recipient.
10. Pursuant to Session Law 2024-53, Section 3.1(b), the Recipient is required to use best efforts and take all reasonable steps to obtain alternative funds to cover the losses or needs for which Emergency Loan funds are provided, including any available federal disaster aid.
11. The Recipient will promptly notify DEQ of the existence and status of any award for federal disaster aid to cover the costs for which this loan was issued.
12. Pursuant to Session Law 2024-53, Section 3.1(c), if the Recipient receives federal disaster aid to cover the same losses or needs for which this Emergency Loan was issued, the Recipient shall use the federal funds to promptly repay the Emergency Loan.

13. Recipient shall assist and fully cooperate with DEQ in meeting its reporting obligations to OSBM under Section 3.1(g) of Session Law 2024-53.
14. The Recipient will strive to acquire goods and services from historically underutilized business vendors.

Assurances

15. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
16. The Recipient will provide and maintain adequate engineering supervision and inspection.

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to the Division via email at DEQ.DWI.FundingOffer@deq.nc.gov.

RECIPIENT:

PROJECT NUMBER:

FEDERAL IDENTIFICATION NUMBER:

UNIQUE ENTITY ID:

November 27, 2024

434 Fayetteville Street
Suite 1900
Raleigh, NC 27601
nclm.org

■ **RISK MANAGEMENT SERVICES**

919-715-4000
Fax: 919-715-6656

■ **HEALTH BENEFITS TRUST**

1-877-287-9503
Fax: 919-733-3108

■ **WORKERS' COMPENSATION TRUST**

1-888-561-1083
Fax: 919-715-8465

■ **PROPERTY & CASUALTY TRUST**

1-800-768-8600
Fax: 919-715-8465

Tammy Holland
Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711

Dear Ms. Holland:

We understand the devastating impact Hurricane Helene has had on your community and infrastructure. As your risk management partner, we recognize the immense challenges you face in the aftermath of this natural disaster. Our thoughts are with your staff, your community and all those impacted as you work to assess the damage and begin the recovery process.

The Interlocal Risk Financing Fund of North Carolina (IRFFNC), administered by the North Carolina League of Municipalities and overseen by the Risk Management Services board of trustees, remains steadfast in supporting our members during these difficult times. As a member-owned and governed entity, we strive to ensure that you are receiving the assistance you need.

As we move forward together through this challenging period, please know that our team is here to support your recovery efforts. An advance payment of \$1,500,000.00 has been issued to assist with some of your immediate needs. A final adjustment of your claim is well underway and an additional payment along with a full explanation of your coverage benefits is forthcoming. If you have any questions or need immediate assistance, please don't hesitate to reach out to your assigned member services representative.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** December 9, 2024
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Consideration of Art in the Afternoon Lease Renewal (one-year)

SUGGESTED MOTION(S):

I move that we approve the lease agreement for Art in the Afternoon for an additional year to expire August 31, 2025.

SUMMARY:

The lease agreement for Art in the Afternoon expired August 31, 2024. Stephanie Sultzman, Tenant, plans to continue to operate the program and would like to execute another lease for 2024-2025. They plan to continue to use approximately 2,577 square feet at the Carver Center known as the annex. There are no changes from the previous lease and the amount stays at \$1,000 per month.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. Art-in-the-Afternoon-Lease_2024-2025_exp 8-31-25

LEASE AGREEMENT

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

Prepared by & return to:
Craig D. Justus
11 North Market St.
Asheville, NC 28801

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 9th day of December, 2024, by and between **THE TOWN OF BLACK MOUNTAIN**, a North Carolina Municipal Corporation, the "Landlord" or "Town"), and **STEPHANIE SULTZMAN**, (the "Tenant").

WITNESSETH:

WHEREAS, Landlord desires to let and lease to Tenant, and Tenant desires to let and lease from Landlord, upon the terms and conditions hereinafter set forth, that certain real property being that portion of the Carver Center located at 101 Carver Avenue in Black Mountain, Buncombe County, North Carolina, commonly referred to as the "Annex" (the "Property").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, Landlord has leased and rented, and by these presents does lease and rent, unto the Tenant who hereby agrees to lease from the Landlord, upon the terms and conditions which are hereinafter contained, the Property:

1. Description. Landlord does hereby lease to Tenant the Property, together with any and all rights, easements and appurtenances pertaining thereto running in favor of Landlord with respect to the Property, and all improvements, including, without limitation, that portion of the building at 101 Carver Avenue commonly referred to as the Annex, being approximately 2,577 square feet.

2. Term. The initial term of this Lease shall commence September 1, 2024 (the "Commencement Date"), and shall expire August 31, 2025.

3. Rent. The Rent shall be \$1,000.00 per month, paid in advance at the beginning of each month beginning September 1, 2024.

4. Tenant's Insurance. Beginning on the Lease Commencement Date, Tenant, at her own expense, shall provide and maintain a general liability insurance policy naming the Landlord, its agents and its managers as additional insureds, in the amount of \$100,000.00 per occurrence and \$500,000.00 in aggregate.

5. Damage or Destruction. In the event the buildings or improvements located on the Property shall be damaged or destroyed by fire or other disaster, Landlord may in its sole discretion determine whether such damage shall be repaired. If the Landlord decides to repair, the Tenant's duty to pay rent shall abate until such time as the repairs are completed and Tenant can resume use of the premises.

In order to insure the Landlord's ability to repair or rebuild the damaged or destroyed buildings or improvements located on the Property, Landlord shall maintain fire and extended insurance coverage or so-called "all-risk" insurance for the full replacement value of the buildings and other improvements located on the Property.

Tenant understands and agrees that the insurance which is to be obtained and maintained by the Landlord will not cover any items of personal property owned by the Tenant and kept on the property, including merchandise, inventory, furniture, equipment or trade fixtures. If Tenant desires to have such property protected by insurance, he will be responsible for obtaining hazard insurance for that purpose.

6. Maintenance and Repairs. Landlord, at its sole cost and expense, shall maintain and repair the load bearing structural walls, roof structural, foundation, and plumbing and electrical up to the metering devices serving the Property. Landlord shall also maintain and repair all interior items including but not limited to walls, plumbing, electrical, doors, windows and HVAC. Tenant shall maintain and repair all property and improvements it brings into the classroom, including cabinets, furniture, chalkboards, etc. All supplies needed by the Tenant will be provided by the Tenant, including bathroom supplies and cleaning materials. Tenant shall be responsible for all cleaning.

7. Right of Entry. Landlord reserves the right during the term of this Lease to enter and inspect the Property at reasonable hours and in such a manner as to not interfere with the business activity conducted thereon. No inspections shall be conducted unless an authorized representative of Tenant is present.

8. Assignment and Subletting. Tenant may not assign any interest in this Lease, or sublet any portion of the leased premises, without the written consent of the Landlord.

9. Remedies upon Default. If Tenant should fail to promptly pay the Rent herein stipulated or any other sum for which Tenant is liable under the terms of this Lease within fifteen

(15) days after Tenant's receipt of notice from Landlord of such delinquency, Tenant shall owe a late payment penalty of five percent (5%) of the past due rental amount. If Tenant shall fail to pay the monthly amount due within thirty days of the due date, or should the Tenant breach any of its covenants under this Lease and not cure the same within thirty (30) days after the receipt of notice from Landlord designating such breach, the Landlord may, at his option, terminate this Lease and take possession of the Property. The foregoing rights of the Landlord shall be in addition to any rights which the Landlord may have under law or in equity.

Notwithstanding any other provision of this Lease, where the curing of an alleged default requires more than the payment of money and the work of curing said default cannot be reasonably accomplished within the time otherwise permitted herein, and where Tenant has commenced upon curing said default and is diligently pursuing same, then Tenant shall be entitled to reasonable time extensions to permit the completion of curing said default as a condition precedent to any reentry by Landlord or termination of this Lease by Landlord, and any default that is cured shall not thereafter be grounds for reentry or termination.

10. Use of the Property. The Property shall be continuously used, throughout the term of the Lease, solely for the purposes of providing an art program for school age children and an arts based summer camp program.

11. Removal of Equipment, Fixtures and Merchandise. Landlord acknowledges that Landlord has no interest in any personal property or equipment or furniture or any trade fixtures which may be installed by Tenant upon the Property, and Landlord agrees in the future to furnish Tenant, upon request, with such waiver or similar documents as may be reasonably required by any lender or equipment lessor in connection with Tenant's acquisition or financing respecting such personal property, equipment, furniture and fixtures. All personal property, furniture, equipment, and trade fixtures, including, but not limited to, specialty equipment, shelves, cabinets, counters and signs, which are installed or placed on the Property by or at the expense of Tenant shall remain the property of the Tenant, and Tenant shall have the right at all times to remove such personal property, furniture, equipment, and trade fixtures from the Property. Landlord shall not be responsible for the condition or safety of the furniture, fixtures, equipment, trade fixtures, inventory or other personal property used or stored on the Property, and Tenant shall indemnify and hold the Landlord harmless from any claims others might make on damage to any personal property used or stored on the Property.

12. Covenant of Quiet Enjoyment. Landlord covenants and warrants to Tenant that: (i) Landlord has full right and lawful authority to enter into and perform Landlord's obligations under this Lease for the entire lease term including any extensions thereof, and has good and marketable title to the Property in fee simple, free and clear of all contracts, leases, tenancies, agreements, restrictions, violations, encumbrances or defects in title of any nature whatsoever, (ii) this Lease is not and shall not be subject or subordinate to any mortgage of Landlord; (iii) upon Tenant's compliance with the terms of this Lease, Tenant shall quietly and peaceably hold, possess and enjoy the Property for the full term of this Lease without any hindrance or molestation by any party, and Landlord will defend the title

to the Property and the use and occupancy of the same by the Tenant against the claims of all persons, whomsoever, except those claiming by or through the Tenant.

13. Waiver of Breach. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

14. Holding Over. In the event of Tenant's continued occupancy of the Property after the expiration of the term of this Lease or any renewal or extension thereof, or any earlier termination provided or permitted in this Lease, Tenant shall be deemed to be a tenant from month-to-month. All other covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

15. Notices. All notices to be given to either party by the other shall be in writing, and shall be deemed to have been given when the same is either (i) personally delivered (including delivery by any "overnight mail service"), or (ii) deposited in the United States mail, postage prepaid by certified or registered mail, return receipt requested and properly addressed to the respective party; it being specifically agreed and understood that all cure or grace periods for compliance established under the terms and provisions of this Lease shall not be deemed to have commenced until such time as notice shall have been received by the party to whom it shall have been directed, or until such time as delivery of such notice shall have been refused. All notices to be given shall be sent as follows, unless the party to receive notice has notified the other in writing of a change:

To Landlord:

Town of Black Mountain
160 Midland Avenue
Black Mountain, NC
28711

To Tenant:

Stephanie Sultzman
203 ½ McCoy Cove Road
Black Mountain, NC 28711

16. Miscellaneous.

A. The captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

B. Time is of the essence of the Lease and of all provisions hereof.

C. This Lease shall be construed and enforced in accordance with the laws of the State of

North Carolina.

D. This Lease may be executed in several counterparts, each of which shall be an original and all collectively shall constitute one lease.

IN WITNESS WHEREOF, Landlord has executed this Lease and Tenant has caused this Lease to be executed on its behalf and through it duly authorized officers, all as of the day and year first above written.

Date: _____

TOWN OF BLACK MOUNTAIN, Landlord

By: _____
Josh Harrold, Town Manager

Date: _____

Stephanie Sultzman, Tenant