



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

February 10, 2025

REGULAR SESSION AGENDA

Time: 6:00 PM

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

Agendas and agenda packets may be accessed electronically from your laptop or smartphone. Visit the Town's website at www.townofblackmountain.org. Click on **Government** and select **Town Council** to access agenda materials for Town Council meetings. You can also scan this QR code with your smartphone to access agenda materials.



 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. Ethics 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. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. 2025 Black History Month Proclamation

3. 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. Note: Council will not respond during the citizen comment period.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

4.A. Presentation of Town Audit

4.B. Hurricane Helene Financials Update

5. 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.

5.A. Adoption of Meeting Minutes from December 5 & 9, 2024 and January 9 & 13, 2025. - Wesley Barker, Town Clerk

Motion: I move that the Town Council adopt the meeting minutes as presented.

5.B. Tax Collector Report - Laurel Mabery, Accountant

Motion: I move that Town Council approve the monthly tax collector report as presented.

5.C. A Resolution To Partner With Warren Wilson College, Fern Leaf, And Swannanoa Grassroots Alliance In Applying For The Climate Resilience Fund's Community-Based Climate Services Initiative Grant. - Jessica Trotman, Asst. Town Manager

Motion: I move that Town Council approve the following resolution as presented.

5.D. Consideration of Budget Amendments - Tammy Holland, Finance Director

Motion: I move that the Town Council approve the following FY24-25 Budget Ordinance Amendments as presented.

5.E. Call for Public Hearing to Amend Chapter 8, Section 8.2 Phase II Stormwater Ordinance - Jessica Trotman, Asst. Town Manager

Motion: To call for a public hearing for amendments to Chapter 8, Section 8.2 Phase II Stormwater Ordinance, of the Land Use Code, to be held on Monday, March 10, 2025, at 6:00 p.m. or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue.

6. PUBLIC HEARING - NONE

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. UNFINISHED BUSINESS

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. Note: Council will not respond during the citizen comment period.

9. NEW BUSINESS

9.A. Consideration of Adoption of Dr. John Wilson Community Garden Site Plan - Josh Henderson, Recreation & Parks Director

Motion: Adopt the site plan as presented.

9.B. Acceptance of Donation for Purchase of Fencing on Field One and Purchase of New Bleachers at Veteran's Park - Josh Henderson, Recreation & Parks Director

Motion: Motion to approve resolution to accept donated funds for field one fencing and bleachers purchase at Veteran's Park.

9.C. Consideration of Reinstating Development Fees - Jessica Trotman, Asst. Town Manager

Motion: To review the current suspension of development fees information, and make a determination on whether to do the following:

1. **Continue the suspension** of all development fees through June 30, 2025, as currently planned, or
2. **Reinstate all development fees** effective immediately, or on a specified date prior to June 30, 2025, or
3. **Selectively reinstate fees**, determining which fees, if any, should remain suspended to support ongoing disaster recovery efforts. Example: Continue to suspend fees related to recovery efforts (this would on the honor's

system of the permit applicant), or

4. **Reduce fees instated of suspending them.** There is also an option to change the fee schedule to reduce fees, which could be used in combination with option 3.

9.D. Amended Project Ordinance for Hurricane Helene - Tammy Holland, Finance Director

Motion: The Finance Department requests acceptance of the funding through the attached resolution, approving the amended grant project ordinance and budget amendment as presented and recommended.

9.E. Consideration of Interlocal Agreement with Buncombe County TDA for Regional Wayfinding Program - Jessica Trotman, Asst. Town Manager

Motion: I move that the Town Council approve this interlocal agreement as presented.

10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION - NONE

13. ADJOURNMENT

Proclamation

Recognizing February 2025 as Black History Month

WHEREAS, the Town of Black Mountain takes pride in recognizing February 2025 as Black History Month, celebrating the many notable contributions that people of African descent have made to our community, state, and country; and

WHEREAS, this year's Black History Month theme of "African Americans and Labor" as designated by the Association for the Study of African American Life and History (ASALH), focuses on the various and profound ways that work of all kinds intersects with the collective experiences of Black people; and

WHEREAS, under the strong leadership of Martin Luther King Jr., the battle for equal rights extended to not only black people, but to other minorities; and

WHEREAS, in 1976, President Gerald Ford formally designated February as Black History Month; and

NOW, THEREFORE, I, Archie Pertiller, Vice Mayor of the Town of Black Mountain do hereby proclaim the month of February 2025 as:

"BLACK HISTORY MONTH"

in the Town of Black Mountain and call upon the people of Black Mountain to observe this month with appropriate programs, activities, and reflections.

PROCLAIMED this the 10th day of February 2025.



Archie Pertiller, Vice Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** February 10, 2025

AGENDA SECTION: Communications from Staff, Councils, Commissions & Agencies **DEPARTMENT:** Finance

TITLE OF ITEM: Presentation of Town Audit

SUGGESTED MOTION(S):
N/A. Presentation only.

SUMMARY:

Travis Kever, CPA, with Gould Killian CPA Group, P.A., will present the Town's Audit Report from the previous Fiscal Year.

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: Tammy Holland, Finance Director **MEETING DATE:** February 10, 2025

AGENDA SECTION: Communications from Staff, Councils, Commissions & Agencies **DEPARTMENT:** Finance

TITLE OF ITEM: Hurricane Helene Financials Update

SUGGESTED MOTION(S):

N/A. Discussion by staff.

SUMMARY:

An update will be provided to the Town Council regarding Hurricane Helene financials.

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:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** February 10, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Town Clerk
TITLE OF ITEM: Adoption of Meeting Minutes from December 5 & 9, 2024 and January 9 & 13, 2025.

SUGGESTED MOTION(S):

I move that the Town Council adopt the meeting minutes as presented.

SUMMARY:

The following Town Council Meeting Minutes are ready for adoption:

- December 5th, 2024 Agenda Meeting Minutes
- December 9th, 2024 Regular Meeting Minutes + Appendices A & B
- January 9th, 2025 Agenda Meeting Minutes
- January 13, 2025 Regular Meeting Minutes+ Appendix A

For any edits needed to these minutes, Council members should direct these edits to the Town Clerk to make appropriate corrections.

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. December 5, 2024 Agenda Workshop Minutes
2. December 9, 2024 Regular Meeting Minutes
3. December 9, 2024 Minutes_Appendix A__11-5-24 General Election Abstract Votes
4. December 9, 2024 Minutes_Appendix B__Tetra Tech Debris Removal ILA TOBM-

BCO_Final_Signed Copy

5. January 9, 2025 Agenda Workshop Minutes
6. January 13, 2025 Regular Meeting Minutes
7. January 13, 2025 Minutes_Appendix A_Easement between TOBM and Duke Energy on Parcel 070090116500000



BLACK MOUNTAIN TOWN COUNCIL MINUTES

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

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

The Black Mountain Town Council held their agenda workshop meeting on Thursday, December 5, 2024, at 5:00 p.m. at Black Mountain Presbyterian Church, 117 Montreat Rd., 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, Council Member Alice Berry, Council Member Pam King, Council Member Ryan Stone. *Vice Mayor Archie Pertiller and Council Member Doug Hay were absent.*

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Steve Parker, Police Chief; and Jamey Matthews, Public Works Director.

December 9, 2024 Council Meeting Agenda Review: Town Manager Josh Harrold reviewed the proposed agenda for the upcoming December 9, 2024 regular Town Council meeting. During the regular meeting, there would be an organizational meeting to swear in the re-elected Council Members Doug Hay, Pam King, Archie Pertiller and Ryan Stone. The item entitled “Consideration of Hurricane Helene Grant Project Ordinance and Project Budget Amendment” would be moved to Unfinished Business.

With no additional comments, Council Member Alice Berry made a motion to adopt the agenda as presented, with the one amendment. A vote of 3-0 in favor. Vice Mayor Archie Pertiller and Council Member Doug Hay were absent.

A short discussion about a replacement truck for the scout route sanitation routes was discussed.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:17 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

December 9, 2024 | Regular Meeting | Time: 6:00 P.M.

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

The Black Mountain Town Council held a regular monthly meeting on Monday, December 9, 2024, at 6:00 p.m. at Black Mountain Presbyterian Church, 117 Montreat Rd., Black Mountain, NC 28711. *This is a temporary meeting location of the Council due to Hurricane Helene.*

1. CALL TO ORDER

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

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

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

2. ORGANIZATIONAL MEETING

a. Oath Of Office For Elected Council Members Doug Hay, Pam King, Archie Pertiller & Ryan Stone by the Honorable Ward D. Scott

The Council then entered into an Organizational Meeting. N.C.G.S. 160A-68, states an organizational meeting should be held not later than the date and time of the first regular meeting of the council in December, after the results of the municipal election have been certified. At the organizational meeting, the newly elected council members shall take the oath of office. The oaths of office were each given to the elected council members Doug Hay, Pam King, Archie Pertiller and Ryan Stone by the Honorable Ward D. Scott.

b. Election of Mayor Pro Tempore

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." The term

"mayor pro tempore" is otherwise referred to as "vice mayor." With no discussion, Council Member Alice Berry made a motion to nominate Archie Pertiller to serve as mayor pro tempore (vice mayor) . A vote of 5-0 in favor.

c. Approval of November 5, 2024, General Election Abstract of Votes Results

The Town has received the certified abstract of votes from 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. With no discussion, Council Member Archie Pertiller made a motion to approve the November 5, 2024 General Election Abstract of Votes as presented. A vote of 5-0 in favor. *A copy of the abstract of votes is included at the end of these minutes as Appendix A.*

3. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

None were presented at this meeting.

4. CITIZEN COMMENTS

- Vickie Miller, 40 Hunting Lodge Dr., spoke on the garbage pickup issues of residents along the garbage scout routes and accessibility.
- Melinda Hester, Executive Director of the Black Mountain-Swannanoa Chamber, thanked the Town for their assistance with Holly Jolly and Christmas Parade.
- Lauren Dodgin, 34 Western View St., spoke on the garbage truck scout routes and the concern on if fire trucks can access these smaller roads if the regular sized garbage trucks are unable to access.
- Lisa Milton, 105 Border St., spoke on garbage pickup concerns and timeline for replacement of the scout truck.
- Libba Farleigh, spoke on the Deck the Trees program and the donations that are used for the fuel fund needs for residents.

5. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

No updates were provided under this agenda item.

6. CONSENT AGENDA

A. Adoption of Meeting Minutes from August 8, August 12, and September 5, 2024.

With no discussion, Council Member Ryan Stone made a motion to approve these meeting minutes as presented. A vote of 5-0 in favor.

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.

With no discussion, Council Member Ryan Stone made a motion to 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, to be held on Monday, January 13, 2025 at 6:00 p.m. in the Town Hall Council Chambers, 160 Midland Ave. A motion of 5-0 in favor.

C. Adoption of the 2025 Town Council Meeting Schedule.

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. This agenda item is the proposed meeting schedule of the Town Council's agenda review and regular meetings for calendar year 2025. 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). *With no discussion, Council Member Ryan Stone made a motion to approve the 2025 Town Council Meeting Schedule as presented. A vote of 5-0 in favor.*

D. Consideration of 2025 Town Holiday Schedule.

With no discussion, Council Member Ryan Stone made a motion to approve the 2025 Town Holiday Schedule as presented. A vote of 5-0 in favor.

E. Monthly Property Tax Collector Report.

With no discussion, Council Member Ryan Stone made a motion to approve the October 2024 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	\$ 5,283,610.54
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

F. Resolution to Accept Donated Equipment to the Town.

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 Council will consider a resolution acknowledging and accepting these items donated to the Town for Town-use purposes.

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

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.

7) PUBLIC HEARING

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.

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. *Council Member Alice Berry made a motion to open the public hearing. A vote of 5-0 in favor. The time was 6:38 p.m. No public comment was provided. Council Member Alice Berry then made a motion to close the public hearing. A vote of 5-0 in favor.*

Assistant Town Manager Jessica Trotman gave an overview on this item, stating the Planning Board had reviewed additional proposals to add a maximum number of mobile retail vendors per zoning district.

Council Member Doug Hay made a motion 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. A vote of 5-0 in favor.

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

ORDINANCE #O-24-16

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

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

- a. In the central business, highway business, and neighborhood mixed use districts, mobile retail vendors will be limited to one per parcel.
- b. In the light industrial, heavy industrial, and traditional neighborhood districts, mobile retail vendors will be limited to six per parcel.
- c. **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.**
- d. **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 5 to 0 on this the 9th day of December 2024.

B. PUBLIC HEARING TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS, TO ADD A DEFINITION FOR MOBILE RETAIL VENDORS.

Council Member Alice Berry made a motion to open the public hearing. A vote of 5-0 in favor. The time was 6:42 p.m. No public comment was provided. Vice Mayor Archie Pertiller then made a motion to close the public hearing. A vote of 5-0 in favor.

Assistant Town Manager Jessica Trotman stated the Planning Board was asked to review and has suggested two definitions for mobile retail vendors; "mobile retail vendor," and "mobile retail vendor, artisan." Each definition excludes the sell of firearms, ammunition,

tobacco and vaping products. A statement of consistency has been incorporated into the proposed motion for this text amendment.

Vice Mayor Archie Pertiller made a motion to 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. A vote of 5-0 in favor.

**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**

ORDINANCE #O-24-17

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

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 hand-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 5 to 0 on this the 9th day of December 2024.

8. CITIZEN COMMENTS – *No additional citizens comments were given.*

9. UNFINISHED BUSINESS

A. RESOLUTION RATIFYING AND APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR DISASTER RELATED PROPERTY RESTORATION SERVICES.

Project & Facilities Manager Angela Reece gave an overview to the Council. 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.

Council Member Doug Hay made a motion to 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. A vote of 5-0 in favor.

**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**

Resolution #R-24-40

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.

**B. AMENDED DEBRIS REMOVAL INTERLOCAL AGREEMENT WITH
BUNCOMBE COUNTY (TETRA TECH).**

Tetra Tech, Inc., the County's disaster-recovery consultant has been tasked with designing and implementing a Private Property Debris Removal (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.

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. It was noted that this program is in addition to the current right of way debris removal program already underway. Tetra Tech is only performing the intake portion of

this PPDR process, and the company Ash Britt would be performing the actual removal work from these private properties, after the intake process has concluded. ***Council Member Ryan Stone made a motion to approve the amended interlocal agreement with Buncombe County for debris removal with Tetra Tech as presented. A vote of 5-0 in favor. A copy of the approved amended interlocal agreement is included at the end of these minutes as Appendix B.***

C. CONSIDERATION OF AMENDMENT TO HURRICANE HELENE GRANT PROJECT ORDINANCE AND PROJECT BUDGET AMENDMENT.

Finance Director Tammy Holland spoke to the Council stating 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.

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. Tammy stated to date, the Town has spent approximately \$1.1 million on hurricane efforts.

Vice Mayor Archie Pertiller made a motion to approve the Hurricane Helene Grant Project Ordinance and Project Budget Amendment as presented. A vote of 5-0 in favor.

Town of Black Mountain Hurricane Helene Amended Grant Project Ordinance Ordinance No.: 0-24-18

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 0-24-15, 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 8. 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 9. 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 10. 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.

Vice Mayor Archie Pertiller made a motion to approve the following resolution. A vote of 5-0 in favor.

RESOLUTION

ACCEPTANCE OF FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY STATE EMERGENCY BRIDGE LOAN

Resolution: R-24-42

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.

10. NEW BUSINESS

A. Consideration of Art in the Afternoon Lease Renewal (one-year). 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. *With no discussion, Council Member Pam King made the motion to approve the lease agreement for Art in the Afternoon for an additional year, to expire August 31, 2025. A vote of 5-0 in favor.*

11. COMMUNICATION FROM TOWN MANAGER & TOWN ATTORNEY

Town Attorney Craig Justus provided a brief update on SB 382 which proposes possible zoning rule changes to municipalities. Town Manager Josh Harrold spoke on a recent recognition of the Fire Chief, Police Chief, Public Works Director, and Town Manager at an event with Orange County, NC Emergency Management.

12. COMMUNICATION FROM MAYOR AND TOWN COUNCIL. *Each Council member provided brief comments.*

13. CLOSED SESSION – *none.*

14. ADJOURNMENT. *There being no further business, Mayor C. Michael Sobol adjourned the meeting at 7:27 p.m.*

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Attachments: Appendix A, Appendix B



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.

[Signature]
Board Chair

[Signature]
Board Secretary

[Signature] 11/15/24
Board Member

[Signature]
Board Member

[Signature] 11/15/24
Board Member

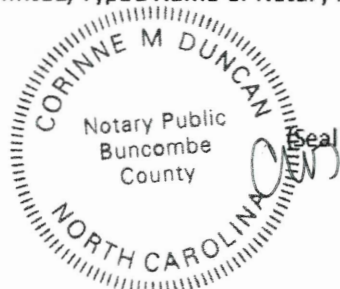
This day personally appeared before me, JAKE QUINN, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

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

[Signature]
Official Signature of Notary Public

CORINNE M DUNCAN
Printed/Typed Name of Notary Public

My Commission Expires: 2/20/28



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

December 9, 2024 Meeting Minutes- Appendix A

0008_ASHVILLE BD EDUCATION										
VOTE FOR 3										
	George Sieburg	Jesse Warren	William Young	Pepi Acebo	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes	
01.1_	720	807	720	727	15	15	2,989	0	1,889	
02.1_	1,129	1,265	1,017	1,198	28	28	4,637	0	2,338	
03.1_	834	892	724	970	31	31	3,451	0	1,808	
04.1_	649	659	477	635	8	8	2,428	0	1,211	
05.1_	965	1,020	753	895	17	17	3,650	0	1,885	
07.1_	653	680	524	710	18	18	2,585	6	1,294	
10.1_	485	570	534	426	13	13	2,028	3	1,134	
11.1_	432	495	430	505	13	13	1,875	0	1,209	
12.1_	987	1,026	794	1,254	16	16	4,077	0	1,947	
13.1_	769	794	673	991	33	33	3,260	0	1,909	
14.2_	521	546	476	734	17	17	2,294	3	1,264	
15.1_	909	945	735	1,163	31	31	3,783	6	1,839	
16.2_	737	811	622	1,020	33	33	3,223	0	1,550	
17.1_	628	620	503	627	16	16	2,394	0	1,482	
20.1_	113	124	102	96	1	1	436	0	185	
22.2_	1,079	1,083	827	1,026	30	30	4,045	0	2,060	
26.1_	393	431	327	526	7	7	1,684	0	890	
27.2_	332	354	292	327	13	13	1,318	3	857	
28.1_	838	869	625	902	22	22	3,256	0	1,664	
59.1_	4	2	2	2	0	0	10	0	2	
61.1_	13	17	12	15	0	0	57	0	69	
70.1_	2	2	1	2	0	0	7	0	8	
71.1_	39	45	38	45	1	1	168	0	111	
Totals	13,231	14,057	11,208	14,796	363	363	53,655	21	28,605	

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	Overvotes	Undervotes
31.1_													
32.1_	141	2	2	143	0	45		892	86	86	978	0	141
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	0	141

0016_BILTMORE FOREST COMM			
VOTE FOR 3			
	Michael B. Freeman	481	481
	Doris P. Loomis	733	733
	Drew Stephens	526	526
	Allan R. Tarleton	552	552
	Write-in Totals	19	19
	Write-in: Not Assigned	19	19
	Total Votes Cast	2,311	2,311
	Overvotes	3	3
	Undervotes	1,043	1,043
31.1_			
Totals			

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 27, 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").

WITNESSETH:

- 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 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:

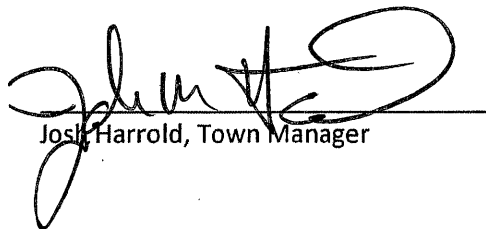
Town:
Jessica Trotman, Assistant Town Manager
166 Midland Ave.
Black Mountain, NC 28711
jessica.trotman@tobm.org

County:
Kristy Smith, Solid Waste Manager
81 Panther Branch Road
Alexander, NC 28701
Kristy.Smith@BuncombeCounty.org

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

 11/27/2024
Avril M. Pinder, County Manager



BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 9, 2025 | Agenda Workshop Meeting | Time: 5:00 P.M.

Black Mountain Town Hall | 160 Midland Ave., Black Mountain, NC 28711

The Black Mountain Town Council held their agenda workshop meeting on Thursday, January 9, 2025, at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711.

Mayor C. Michael Sobol called the meeting to order at 5:03 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone.

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

January 13, 2025 Council Meeting Agenda Review: Town Manager Josh Harrold reviewed the proposed agenda for the upcoming January 13, 2025 regular Town Council meeting.

Under Citizen Comments, the Council agreed to add a sentence to the agenda stating that Council Members do not respond to citizen comments at the meeting. A "Library Report" would be added to the agenda under "Communications from Staff, Councils, Commissions & Agencies." A few corrections to agenda item placements were discussed.

With no additional comments, Council Member Pam King made a motion to adopt the agenda as presented, with the amendments discussed. A vote of 5-0 in favor.

Jessica Trotman stated the Town Attorney would soon be updating the Town Council on recent legislative rules for down-zoning. Further, a joint meeting of the Council and Planning Board is planned for February for UDO review. More information to follow.

Mayor Sobol discussed information related to property beside the former SunTrust Bank, which has been proposed to change use into a gas station. The vacant property beside this building is owned by a different person, and the Mayor feels this would be a space for Town-owned public parking spaces. Town Manager Josh Harrold will reach out to that property owner and report back.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:25 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 13, 2025 | Regular Meeting | Time: 6:00 P.M.

Black Mountain Town Hall | 160 Midland Ave., Black Mountain, NC 28711

The Black Mountain Town Council held a regular monthly meeting on Monday, January 13, 2025, at 6:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711.

1. CALL TO ORDER

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

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

Mayor Sobol led those in attendance in the pledge of allegiance and a moment of silence, then read the ethics statement. The Mayor then showed a portion of a video interview he did on NewsNation. The Mayor then read a personal statement on Hurricane Helene recovery.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Josh Harrold recognized the Deck the Trees Committee. Libba Farleigh spoke on behalf of the committee stating this was the 14th year of the event. 51 trees were decorated in the community, 26 in Monte Vista Hotel and 25 in community businesses. \$128,000 were raised during the Deck the Trees event in 2024. The money raised goes to Swannanoa Christian Ministries Fuel Fund.

3. CITIZEN COMMENTS

- Tyler Atkins, Owen Babe Ruth Board Member, spoke on behalf of the Veteran's Park Ball fields fencing item. He spoke on work of the Owen Babe Ruth Board's work with community in the aftermath of Hurricane Helene and spoke on importance of youth sports and asked Council to consider funding of the ball field fencing that is on the agenda tonight.
- Town Manager Josh Harrold read a citizen comment emailed in by Doug Brock, 296 Old Lakey Gap Rd., Black Mountain.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

A. Presentation by IEM International, Inc. on preliminary damage inventory and recovery process.

Mike Cheverie and Willie Washington with IEM (Integrated Emergency Management) gave an overview of the preliminary damage inventory & recovery process. They showed a graphic of the draft recovery dashboard to date, as well as a 30-, 60-, and 90-day work plan and approach. Current total estimated grant/project amounts total \$13,050,000.00. Mr. Cheverie stated the reimbursement processes will take some time as FEMA just won't send money straight to the Town, the state is responsible for actually reimbursing the Town. Many review processes must take place. First, FEMA would review, then the State would have its own review process. Rebuilding can start before any reimbursements come in, as prior documentation has taken place.

IEM helps communities that have gone through disasters and want help working through the recovery process. IEM is comprised of specialists that are familiar with FEMA or have worked with FEMA or similar emergency management positions.

Attorney Craig Justus asked about private party organizations that help citizens. IEM does have an Individual Assistance program for the private sector, but the best solution is to go through FEMA's individual assistance portal.

B. Black Mountain Library Update.

Council Member Pam King presented the following report:

Buncombe County Public Libraries are included in a hiring freeze in place for all county departments (excluding first responders) as the budgetary effects of disaster recovery challenges are addressed. With 13 vacancies as of 1/7/25 and anticipating any additional turnover before the then hiring freeze would end, they identified these goals:

- Distribute library services as equitably as possible across Buncombe County.
- Continue operation of 12 libraries on a partially modified schedule (including the reopening of Swannanoa Library).
- Provide youth and early literacy programming at all 12 locations.
- Maintain compliance with the State of North Carolina's minimum service levels for the system and across all locations.

Factors included to make decisions:

- Current usage at each branch.
- Distance between library locations.
- Geographic location and proximity to other community services.
- Minimum FTE levels for each location to operate.

These changes are not permanent changes to library operations. They intend to get the library system through the hiring freeze with sustainable operations while serving the community in the best possible way. As vacant positions eventually get filled, the goal is to restore services as quickly as possible across the entire system.

The modified hours of operation of all 12 locations, including the reopened Swannanoa Library are effective 1/25/25. The hours of each location have been shared publicly.

This information was compiled by Council Member Pam King in an effort to help the public know more about how and why these changes were determined. Buncombe Library Director Jason Hyatt has accepted an invitation to attend a future Town Council Meeting to provide a more comprehensive report and to answer questions we may have. He has accepted that invitation, date to be determined.

An item was added to the agenda under New Business as item 9F: Duke Energy Easement Consideration. The Town Council agreed to add this item to the agenda.

5. CONSENT AGENDA

A. Adoption of Meeting Minutes from September 9, October 7, 18, 30 and November 7, 12, 2024.

With no discussion, Council Member Ryan Stone made a motion to approve these meeting minutes as presented. A vote of 5-0 in favor.

B. Resolution to Approve a Memorandum of Understanding Through the French Broad River Metropolitan Planning Organization (MPO) for Continuing, Cooperative, and Comprehensive Planning Services.

Council Member Ryan Stone made a motion to approve the following resolution as presented. A vote of 5-0 in favor.

RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING THROUGH THE FRENCH BROAD RIVER METROPOLITAN PLANNING ORGANIZATION FOR CONTINUING, COOPERATIVE, AND COMPREHENSIVE PLANNING

RESOLUTION #R-25-02

WHEREAS, it is recognized that a proper transportation system to support movement within and through the French Broad River MPO planning area is a highly desirable element of a comprehensive plan for the orderly growth and development of the area; and

WHEREAS, there are a number of governmental jurisdictions within the French Broad River MPO planning area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes; and

WHEREAS, It is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the French Broad River MPO planning area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety, and welfare; and

WHEREAS, a Memorandum of Understanding between the City/Town/Village/County of Asheville, Biltmore Forest, Black Mountain, Buncombe, Canton, Clyde, Flat Rock, Fletcher, Haywood, Henderson, Hendersonville, Laurel Park, Madison, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and the North Carolina Department of Transportation has been entered into that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process.

NOW, THEREFORE, BE IT RESOLVED by the Black Mountain Town Council:

That the Memorandum of Understanding between the City/Town/ Village/County of Asheville, Biltmore Forest, Black Mountain, Buncombe, Canton, Clyde, Flat Rock, Fletcher, Haywood, Henderson, Hendersonville, Laurel Park, Madison, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and the North Carolina Department of Transportation be approved and that the Town Manager is hereby directed to enter into and execute the Memorandum of Understanding.

READ, APPROVED AND ADOPTED, by a vote of **5 to 0** on this 13th day of January 2025.

C. Monthly Tax Collector Report. Council Member Ryan Stone made a motion to approve the following tax collector report as presented. A vote of 5-0 in favor.

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	\$ 5,324,247.84
Collected	\$ 2,418,039.05
Adjustments and Releases	\$ 9,251.44
Outstanding real and personal property taxes	\$ 2,915,460.23

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR

45.34%

PRIOR YEAR TAX(S) COLLECTED WITHIN THE MONTH

Collected	\$ 325.37
Adjustments and Releases	\$ 0.43

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

Ad Valorem	\$ 16.73
Motor Vehicle	\$ 92.02

D. Appointment of Town Tax Collector. Council Member Ryan Stone made a motion to approve the following resolution to appoint Laurel Mabery as Town Tax Collector. A vote of 5-0 in favor.

RESOLUTION TO APPOINT TOWN TAX COLLECTOR

Resolution: # R-25-03

WHEREAS, North Carolina General Statute §105-349 requires the governing body of each municipality to appoint a Tax Collector to provide the legal basis to levy and collect taxes for the Town, and;

WHEREAS, the Town Council is of the opinion that it is in the best interest of the citizens and residents of the Town to appoint a Tax Collector, and;

WHEREAS, in case of a vacancy occurring during a Tax Collector term for any reason, a qualifying person must be appointed to the Tax Collector position by the Town Council; and

WHEREAS, the Town Manager and Finance Director recommends to this Board that Laurel Mabery is a person of character and integrity whose experience in business and service as an Accountant within the Finance Department makes her well-suited for this appointment, and;

WHEREAS, the Town shall purchase a performance bond each year consistent with the requirements of state statute in the Tax Collector's name to secure honest and faithful service, and;

WHEREAS, the Town of Black Mountain has contracted with Buncombe County for the billing and collection of the Town's property taxes, and;

WHEREAS, the Town hereby authorizes the Town Tax Collector to delegate all of his/her authority and duties to the Tax Collector for Buncombe County, by and through this delegation, all duties of the Town Tax Collector for the collection of taxes, fees and assessments to be collected by the Town pursuant to N.C.G.S. § 105-349 through 378 are transferred to the County Tax Collector, specifically, including settlements as provided in N.C.G.S. § 105-373. The delegation of duties by the Town Tax Collector to the County Tax Collector shall apply to any and all subsequent Town Tax Collectors and County Tax Collectors.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Black Mountain, North Carolina, that **Laurel Mabery** is hereby immediately appointed as Tax Collector for the Town of Black Mountain.

Duly adopted by the Town Council of Black Mountain on this the 13th day of January 2025.

6. **PUBLIC HEARING-** Public Hearing for Text Amendments to Chapter 1, Section 1.2.3, Definitions, Chapter 4, Section 4.7.11.4 (Uses) and Section 4.7.14 (Table of Uses by Zoning District), Chapter 5, Section 5.18, and Chapter 5, Section 5.7 to add definitions and standards for emergency temporary housing. ***This item was moved after New Business, 9F by the consensus of Council Members.***

7. **UNFINISHED BUSINESS** – None.

8. **CITIZEN COMMENTS-** None.

9. **NEW BUSINESS**

9A. VETERAN’S PARK BALL FIELD FENCING (FIELDS 2, 3, 4).

As a result of Hurricane Helene, fencing needs to be installed on the baseball fields at Veteran's Park for youth baseball/softball to be operated for the spring season. A donation was accepted by the council at the November 12, 2024, regular session meeting for materials and services to repair three of the four ball fields at Veteran's Park which did not include fencing. The attached quotes outline the costs for fencing installation, which is a necessary next step in returning these park amenities into a usable condition: Asheville Fence: \$120,774, Greybeard Fence: \$164,618, Grindstaff Fence: \$125,625. Discussion ensued among Council Members. **Council Member Doug Hay made a motion to approve the quote from Asheville Fence as presented for fencing of fields 2, 3, and 4 at Veteran’s Park. A vote of 5-0 in favor.**

9B. GREEN TEE GRILLE LEASE RENEWAL.

The Green Tee Grille Lease expires January 14, 2025. The tenant, Karen Davis, would like to renew the lease for the golf course snack shop (Green Tee Grille) for an additional year. The 2024 approved lease amount was \$400 per month. At the November 12, 2024 Town Council meeting, upon a request from Ms. Davis, Town Council approved waiving the \$400 per month lease payment fee while the Black Mountain Golf Course is closed because of Hurricane Helene damage, or until the end of the current lease term. Since the lease expires in January 2025, the Council discussed lease renewal, and the monthly lease payments, as the Black Mountain Golf Course remains closed. The lease, if renewed, would expire in January 2026. ***After some discussion, Council Member Pam King made a motion to renew the Green Tee Grille Lease for an additional year to expire January 14, 2026. A vote of 5-0 in favor. Vice Mayor Archie Pertiller then made a motion to waive the monthly lease payment of \$400/month until the Golf Course officially reopens. A vote of 5-0 in favor.***

9C. NC LEAGUE OF MUNICIPALITIES 2025-26 BIENNIUM LEGISLATIVE GOALS & SELECTION OF VOTING DELEGATE.

The NC League of Municipalities (the League) member-driven legislative goals development process coincides with the start of each new legislative biennium. During even-numbered years, members come together to submit their legislative goals and priorities. The NCLM Legislative Policy Committee considers these ideas and presented its recommendations to the NCLM Board of Directors at their December 2024 meeting. The Board of Directors refined the positions further before sending sixteen (16) proposed advocacy goals to the full League membership for a final vote. After the final voting period closes, cities and towns will have a focused advocacy agenda to pursue at the state and federal levels. The involvement of the diverse array of League members ensures that a focused policy agenda is representative of member needs and that state and federal policymakers understand that it represents the needs of their communities. Each municipality casts a single vote by selecting **ten (10) of the sixteen (16)** proposed advocacy goals in the form of resolution approval. Further, the Council will also need to designate a voting delegate to cast the municipality's vote by January 16, 2025. It is recommended the Council designate the Town Clerk as the voting delegate to cast the vote on behalf of the Town Council by the deadline.

Vice Mayor Archie Pertiller made a motion to approve the following resolution that includes the ten chosen legislative goals that received a majority vote by Council Members, and to appoint the Town Clerk to serve as the voting delegate on behalf of the Council. A vote of 5-0 in favor.

RESOLUTION

2025-2026 NC League of Municipalities Biennium Legislative Goals and Core Municipal Principles

Resolution #R-25-01

WHEREAS, The NC League of Municipalities (League) member-driven legislative goals development process coincides with the start of each new legislative biennium; and

WHEREAS, In early 2020, the League's Board of Directors revised the member-driven process that forms our organization's legislative policy positions. Their goal is to expand the process to receive as much input from all of our municipal officials that reflects the diversity of members' opinions and circumstances; and

WHEREAS, during even-numbered years, members come together to share their legislative goals and priorities. The basic process includes the following steps:

- Members submit their ideas for legislative goals. Ideas should fit into the League's overarching policy focus areas, be actionable and be applicable to cities and towns statewide.

- The NCLM Legislative Policy Committee considers all submitted ideas through the lens of the Core Municipal Principles and policy focus areas and submits its suggestions to the NCLM Board of Directors.
- After reviewing and refining the NCLM Legislative Policy Committee's suggestions, the NCLM Board of Directors presents the goals to the entire membership for a vote.
- Each municipality casts a single vote on the policy goals and the results are used by League staff, members, and legislative leaders to advance the agenda together; and

WHEREAS, the League Board of Directors, at their December 2024 meeting, chose sixteen (16) proposed advocacy goals and sent these to the full League membership for a final vote by January 17, 2025. After the final voting period closes, cities and towns will have a focused advocacy agenda to pursue at the state and federal levels; and

WHEREAS, municipalities are requested to choose ten (10) of the sixteen (16) proposed legislative goals and choose a voting delegate to cast the municipality's vote by the voting deadline of January 17, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Black Mountain hereby chooses the following proposed League Legislative Goals and Core Municipal Principles for the 2025-26 Biennium:

1. Expand funding opportunities for disaster resiliency and recovery efforts.
2. Establish long-term funding streams that adequately address water, sewer, stormwater, transportation, and other infrastructure needs.
3. Expand state transportation funding streams for construction and maintenance of municipal and state-owned secondary roads.
4. Increase funds to remediate contamination in local water supplies.
5. Expand incentives and funding for local economic development.
6. Create incentives to encourage the development of diverse housing options.
7. Create incentives that encourage and adequately fund regionalized water and sewer solutions.
8. Provide local revenue options beyond the property tax.
9. Support technical assistance programs to assist municipalities with securing or maintaining grants or other necessary municipal resources.
10. Address the needs of a changing municipal workforce through state assistance that supports employee retention, including training and recruitment.

BE IT FURTHER RESOLVED, that the Town Council designate the Town Clerk as the voting delegate on behalf of the Town Council who will cast the single vote of the municipality for the Legislative Goals and Core Municipal Principles by the voting deadline of January 17, 2025.

ADOPTED on this the 13th day of January 2025.

9D. DISCUSSION OF PARALLEL PARKING ON SUTTON AVE. A short discussion ensued between the Town Manager and Town Council on this item. The Town Manager will be gathering more information and reporting back to the Council at a later date. No action taken.

9E. DISCUSSION OF UNMUFFLED ENGINE BRAKING. A short discussion ensued about prohibiting unmuffled engine braking, known as “jake braking.” The Town Attorney was directed to research and report back to the Council.

9F. DUKE ENERGY EASEMENT CONSIDERATION. This easement would allow Duke Energy Progress, LLC to access electric and communication lines as well as the supporting structures and all other equipment on the property owned by the Town of Black Mountain, parcel number 070090116500000, as described in instrument recorded in Deed Book 1035, Page 347, Buncombe County Register of Deeds. *With no discussion, Council Member Ryan Stone made a motion to approve the easement as presented. A vote of 5-0 in favor. ***A copy of this easement is attached at the end of the minutes as Appendix A.****

6. PUBLIC HEARING.

PUBLIC HEARING FOR TEXT AMENDMENTS TO CHAPTER 1, SECTION 1.2.3, DEFINITIONS, CHAPTER 4, SECTION 4.7.11.4 (USES) AND SECTION 4.7.14 (TABLE OF USES BY ZONING DISTRICT), CHAPTER 5, SECTION 5.18, AND CHAPTER 5, SECTION 5.7 TO ADD DEFINITIONS AND STANDARDS FOR EMERGENCY TEMPORARY HOUSING.

Vice Mayor Archie Pertiller made a motion to open the public hearing. A vote of 5-0 in favor. The time was 7:26 p.m. No public comment was provided. Council Member Doug Hay then made a motion to close the public hearing. A vote of 5-0 in favor.

Assistant Town Manager Jessica Trotman gave a short explanation of the proposed text amendments stating this would expand the definition of emergency housing that currently exists in the Land Use Ordinance to include natural disasters. These amendments also extend the period of six months to one year, but it would allow property owners to volunteer to have temporary housing on their property by people other than the property owner themselves. These proposed amendments would allow up to one additional unit per site and align with the County’s rules. Currently, the emergency housing would have to hook onto water and sewer but would have to pay connection fees. After some discussion, Council Member Alice Berry stated she would like staff to explore adding a schedule of fees amendment that would waive connection fees for emergency housing for water, permitting fees and regulation fees.

Council Member Pam King made a motion to approve the proposed text amendments to Chapter 1, Section 1.2.3, Definitions, Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14, Table of Permitted Uses, and Chapter 5, Section 5.18 and Chapter 5, Section 5.7, Manufactured Homes on Individual Lots to add definitions and standards for emergency temporary housing as presented and find that the proposed changes are consistent with state and county regulations and find that these recommendations promote and protect the public health, safety, and welfare and are in keeping with good zoning practice, and align with the Comprehensive Plan. A vote of 5-0 in favor.

AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS, CHAPTER 4, SECTION 4.7.11.4, USES, CHAPTER 4, SECTION 4.7.14, TABLE OF USES BY ZONING DISTRICT, CHAPTER 5, SECTION 5.7, AND CHAPTER 5, SECTION 5.18 OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD DEFINITIONS AND STANDARDS FOR EMERGENCY TEMPORARY HOUSING

ORDINANCE #O-25-01

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 amendments are consistent with the comprehensive plan and reasonable in the public interest because they are consistent with county and state regulations and promote the general safety, health, and welfare of the community, and;

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:

- Consistent with county and state regulations
- Promote the general safety, health, and welfare of the community, and;

WHEREAS, after notice duly given, a public hearing was held on January 13, 2025, 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, Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.11.14, Chapter 5, Section 5.7, and Chapter 5, Section 5.18 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

Emergency Housing: The use of travel trailers, manufactured housing, building-code compliant structures for habitation, or other FEMA-approved shelters as a temporary use related to declared federal, state, or local disaster, for people:

- 1. Experiencing homelessness or inadequate shelter resulting from disaster-related damages; or**
- 2. Assisting with disaster recovery efforts through a unit of government, agency, nonprofit, or company.**

Travel Trailer: A vehicle primarily designed as a temporary or seasonal dwelling for travel, recreation, or vacation use, including moveable park model homes, recreational vehicles (RVs), and other similar vehicles.

Chapter 4

Section 4.7.11.4 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 **TND** 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 Use
Public	At least 5%	Parks, squares, greenbelts, sidewalks/walkways, streets, alleys, and civic uses, <u>and emergency housing.</u>
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, <u>and emergency housing.</u>
Shop front	2% to 20%	Residential and commercial uses; approximately 50% of the building area shall be designated for residential use. <u>*Also, emergency housing.</u>
Attached Homes (Multi-Family)	15% to 30%	Buildings for residential use and limited commercial use, such as a coffee house, home occupation, or bed and breakfast inn, <u>and emergency housing.</u>

Detached Homes	30%	Buildings for residential uses, customary home occupational uses, and bed and breakfast inns, <u>and emergency housing.</u>
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**. <u>Also, emergency housing.</u>

*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 six (6) vendors per parcel and there is a limit of ten (10) mobile retail vendors allowed in the district.

Section 4.7.14 Table of Uses by Zoning District

Category	Use	CR-1	SR-2	TR-4	UR-8	NMU-8	OI-6	CBD	HB-8	LI-8	HI-0
Residential	<u>Emergency Housing</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	

Chapter 5 Additional Use Standards for Specified Uses

Section 5.7 Manufactured Homes on Individual Lots **and Emergency Housing**

5.7.1 Purpose

Because manufactured homes are built in the controlled environment of a manufacturing plant, are transported in one or more sections on a permanent chassis, and are built to the “HUD Code” which is a different standard than a module or stick-built home, these guidelines are established locally to ensure that manufactured homes will meet certain specifications that protect the health, safety and welfare of residents and to protect land values of adjacent properties.

5.7.2 General Provisions

A. The zoning administrator shall permit the temporary use of ~~manufactured homes, park model homes, or recreational vehicles~~ **travel trailers, manufactured housing, building-code compliant structures for habitation, or other FEMA-approved shelters** on individual lots under the following circumstances:

1. When fire, flood, ~~or~~ other natural catastrophe, **or a declared federal, state, or local disaster**, makes an existing ~~single-family~~ dwelling uninhabitable, as ~~an alternative and temporary residence used on the same lot~~ **emergency housing** for a period not to exceed ~~six months~~ **one (1) year**.
 - a. **Upon submission of documentation from an aid agency, a unit of government, or a North Carolina-licensed contractor, that the repair or reconstruction of the dwelling will take more than one (1) year, the Zoning Administrator may extend the time period for up to two (2) additional**

years, with extension approval required at each one-year interval and with approval contingent on the submission of documentation from an aid agency, a unit of government, or a North Carolina-licensed contractor that the repair or reconstruction of the dwelling is ongoing and not complete.

2. During the active construction period of any single-family dwelling, as a temporary residence on the same lot by the owner of the lot for a period not to exceed 24 months or the active construction period, whichever is less.
3. During the active period of construction/installation of a manufactured home, as a temporary residence on the same lot for a period not to exceed six months or the active construction period, whichever is less.
4. During the active promotion of any residential subdivision or planned unit development, the zoning administrator may permit a manufactured home within the development to be used solely for the purpose of a temporary sales office for a period of up to 12 months. The manufactured home may not serve as a residence.
5. As part of a manufactured housing or “park home” sales or manufacturing business.
6. **Building Permit. Electrical, plumbing, driveway and/or utility permits may be required for emergency housing.**

Section 5.18 Emergency Housing

5.18.1 Purpose

To permit the use of travel trailers, manufactured housing, building-code compliant structures for habitation, or other FEMA-approved shelters as a temporary use related to a declared federal, state, or local disaster.

5.18.2 General Provisions

A. Eligibility. Applicant must provide proof they:

1. **Own, occupy or occupied, as their primary residence, a structure damaged or made inaccessible by the declared disaster; or,**
2. **Are assisting with disaster recovery efforts through a unit of government, agency, nonprofit, or company.**

B. Siting

1. **Emergency housing may only be on a site other than a damaged or inaccessible home if said housing is operated by FEMA or other federal agency, by a unit of state government, or a unit of local government.**
2. **Debris Removal. Emergency housing shall not obstruct or prevent recovery and debris removal operations.**
3. **Floodways and Floodplains. Emergency housing shall be prohibited within regulated floodways and floodplains.**
4. **Landslide and Heavily Damaged Flood Areas: Emergency housing applicants located within landslide or heavily damaged flood areas is strongly recommended to confer with a geotechnical engineer to evaluate site stability prior to placement of the emergency housing on a site, and during reconstruction and redevelopment of a site.**

- C. Temporary Use. Emergency housing shall be permitted for up to two (2) years from the date of the declared disaster and may be extended by the Zoning Administrator for up to one (1) additional year.
- D. Number of Units. No more than one (1) emergency housing unit may be placed on an individual lot, except where the site is operated by FEMA or other federal agency, by a unit of state government, or a unit of local government.
- E. Utilities. Emergency housing shall be immediately connected to an approved public or private wastewater system, potable water source, and public electrical service, except where the unit is a travel trailer in which case it shall be connected within the following time limits:
1. Electrical Service and Potable Water: Within three (3) months from the date of placement.
 2. Wastewater: Within six (6) months from the date of placement, with the option of the Zoning Administrator extending for an additional six (6) months with proof of contract to remove waste.
- F. Addressing. Emergency housing shall meet the E-911 addressing requirements which may differ dependent upon emergency housing unit type.
- G. Setbacks. Setbacks shall apply to emergency housing regardless of type.
- H. Spacing. Emergency housing units shall be separated from each other by a distance of at least ten (10) feet.
- I. Access. Where three (3) or more emergency housing units are placed on a single lot, those units shall be accessed by a vehicular drive aisle on at least one side of the trailer, which is a minimum of 20 feet in widths for two-direction traffic, or a minimum of 12 feet in width for single-direction traffic, or a minimum of 30 feet for two-direction traffic that contains on-street parking. No parking shall be allowed within the vehicular drive aisle. A site plan that shows uniformity with this access requirement must be submitted.
- J. Parking. The minimum required parking for emergency housing shall be one (1) space per emergency housing temporary dwelling unit. The Zoning Administrator may reduce the required parking if the applicant can demonstrate that less than one space per temporary dwelling unit is sufficient. Parking spaces will be of an all-weather surface.
- K. Waste Management. The property owner or operator of group sites shall provide capacity for a weekly accumulation of solid waste and recycling on site through the provision of dumpsters or acceptable containers. Waste containers must be serviced at least once a week unless the group site has been vacant for the entirety of the week. Dumpsters shall not be located within any required setbacks.

L. Steep Slope. The provisions of the Erosion Prevention and Slope Protection Ordinance apply to emergency housing.

M. Building Permit. Electrical, plumbing, driveway, and/or utility permits may be required for emergency housing.

READ, APPROVED AND ADOPTED, by a vote of 5 to 0 on this the 13th day of January 2025.

10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER. The Town Attorney provided some additional comment about unmuffled engine braking. The Town Manager thanked the Public Works staff who worked during the past weekend for snow removal. A floodplain regulations workshop would be held on Tuesday, January 21st at 6pm at Town Hall. The Martin Luther King Jr. Prayer Breakfast would be held on Saturday, February 8th at St. James Episcopal Church at 9 a.m. Finally, the mini-packer sanitation truck has arrived and would soon begin servicing the scout routes once again since the Hurricane.

11. COMMUNICATION FROM MAYOR & TOWN COUNCIL. No comments.

12. CLOSED SESSION. None.

13. ADJOURNMENT. *With nothing further, Mayor Sobol adjourned the meeting at 8:00 p.m.*

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Attachments: Appendix A

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
ATTN: Southeastern Land Company
PO Box 1241
Conway, SC 29528

Parcel # 070090116500000

EASEMENT

State of North Carolina
County of Buncombe

THIS EASEMENT ("**Easement**") is made this 14th day of January 2025, from **TOWN OF BLACK MOUNTAIN**, a North Carolina Municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 1035, Page 347, Buncombe County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

For Grantee's Internal Use:
Work Order #: 56246404-10

Page 1 of 3

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

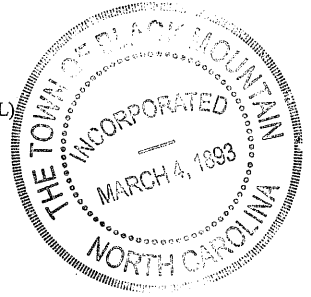
The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 14th day of January, 2025.

TOWN OF BLACK MOUNTAIN
a North Carolina corporation

[Signature] (SEAL)
PRINT NAME: Josh M. Harrold
TITLE: Town Manager



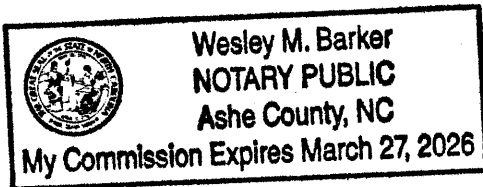
STATE OF North Carolina
COUNTY OF Ashe

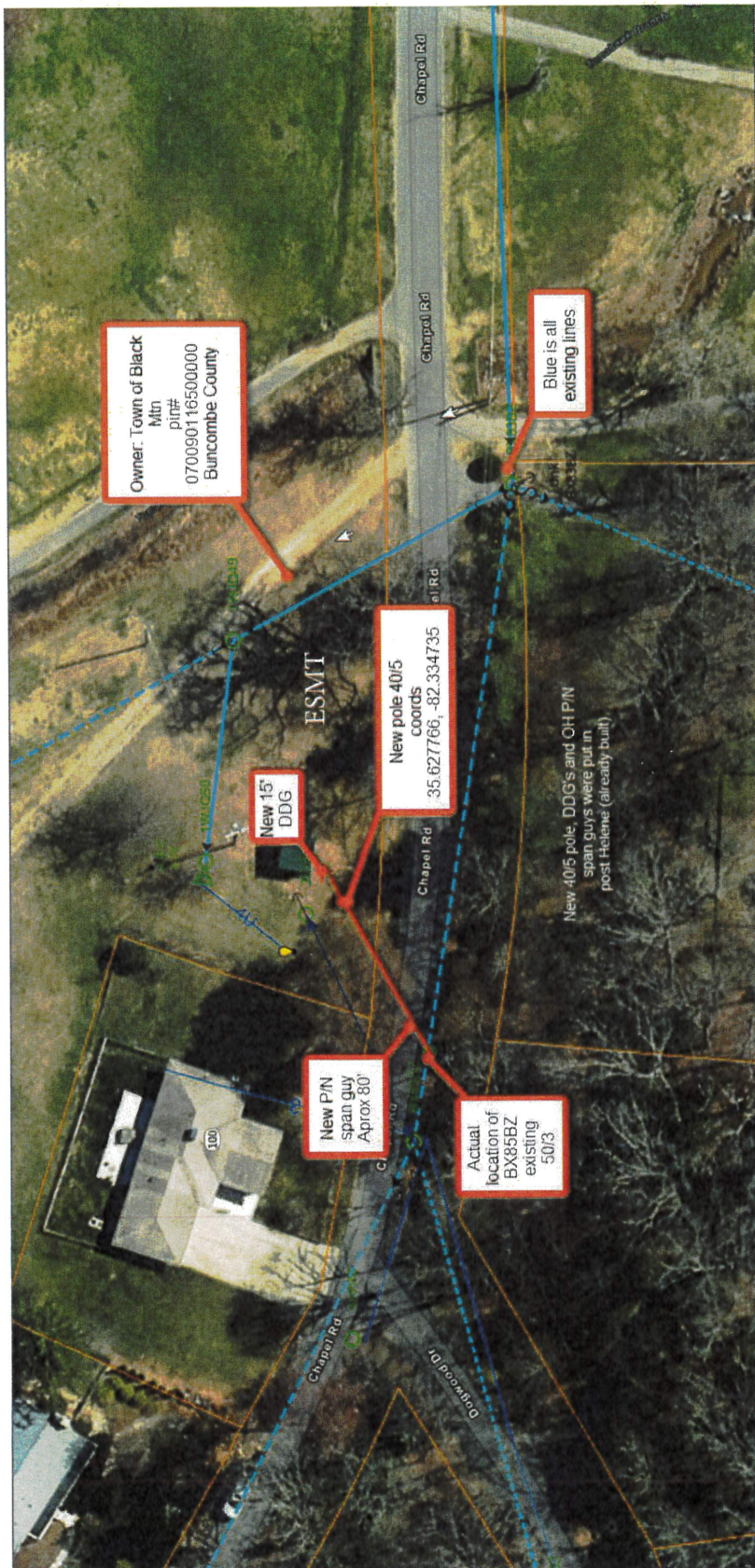
I, Wesley M. Barker, a Notary Public of Ashe County, State of North Carolina, certify that Josh M. Harrold, as Town Manager of **TOWN OF BLACK MOUNTAIN**, a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 14th day of January, 2025.

Notary Public: [Signature]

Commission expires: 03-27-2026





My Commission Expires March 27, 2025
 ASHE COUNTY, NC
 NOTARY PUBLIC
 Wesley M. Barker



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Laurel Mabery, Accountant **MEETING DATE:** February 10, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Tax Collector Report

SUGGESTED MOTION(S):

I move that Town Council 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 NCGS 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. Tax Collector Report - December 2024



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, February 10, 2025

SUBJECT: December 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 -ADVALOREM TAXES

Billed	\$ 5,324,247.84
Collected	\$ 4,274,470.50
Adjustments and Releases	\$ 8,844.68
Outstanding real and personal property taxes	\$ 1,058,622.02

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 80.15%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 54.07
Adjustments and Releases	\$ 247.17

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

Ad Valorem	\$ 1,351.31
Motor Vehicle	\$ 4.01



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Asst. Town Manager
MEETING DATE: February 10, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Administration

TITLE OF ITEM: A Resolution To Partner With Warren Wilson College, Fern Leaf, And Swannanoa Grassroots Alliance In Applying For The Climate Resilience Fund's Community-Based Climate Services Initiative Grant.

SUGGESTED MOTION(S):

I move that Town Council approve the following resolution as presented.

SUMMARY:

This grant opportunity through the Climate Resilience Fund, Climate Smart Communities Initiative (CSCI), is a grant program designed to support communities in the United States to accelerate their climate resilience plans and projects by providing funding, training, and technical assistance to address local climate challenges, particularly focusing on community engagement and adaptation strategies; applications are open to communities facing significant climate-related issues and must be submitted in partnership with a climate adaptation professional.

Eligibility for this grant requires a collaborative application submitted by a local government and a community-based organization, working in partnership with an adaptation professional. The Town would partner with the community-based partner, Warren Wilson College, resiliency professional leads at Fern Leaf, and Swannanoa Grassroots Alliance in the application process for the grant.

Participation in this program aligns with the Town's goals to enhance resilience, protect public health and safety, and foster sustainable development for the benefit of current and future generations.

Assistant Town Manager Jessica Trotman would be the primary representative to coordinate with project partners and oversee the Town's involvement in the grant application and implementation process.

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. R-25-04_Resolution to Apply to Climate Resilience Fund Community-Based Climate Services Initiative Grant

**A RESOLUTION TO PARTNER WITH WARREN WILSON COLLEGE, FERN LEAF,
AND SWANNANOA GRASSROOTS ALLIANCE IN APPLYING FOR THE CLIMATE
RESILIENCE FUND'S COMMUNITY-BASED CLIMATE SERVICES INITIATIVE
GRANT**

Resolution: R-25-04

WHEREAS, the Town of Black Mountain recognizes the increasing risks posed by climate change, including extreme weather events, flooding, and other environmental and socioeconomic challenges; and

WHEREAS, the Climate Resilience Fund's (CRF) Community-Based Climate Services Initiative (CSCI) is accepting grant applications to support communities in accelerating climate resilience planning and implementation; and

WHEREAS, this grant opportunity provides funding, training, and technical support to advance activities such as risk assessments, community engagement, project prioritization, and initial implementation over a twelve-month period; and

WHEREAS, eligibility for this grant requires a collaborative application submitted by a local government and a community-based organization, working in partnership with an adaptation professional; and

WHEREAS, the Town of Black Mountain seeks to strengthen its commitment to sustainability, climate resilience, and environmental stewardship by partnering with community based partner Warren Wilson College, resiliency professional leads at Fern Leaf, and Swannanoa Grassroots Alliance in the application process for this grant; and

WHEREAS, participation in this grant program aligns with the Town of Black Mountain's goals to enhance climate resilience, protect public health and safety, and foster sustainable development for the benefit of current and future generations.

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

1. The Town of Black Mountain formally commits to partnering with Warren Wilson College, Fern Leaf, and Swannanoa Grassroots Alliance in the application process for the Climate Resilience Fund's Community-Based Climate Services Initiative grant.
2. The Town of Black Mountain designates Jessica Trotman, Assistant Town Manager, as the primary representative to coordinate with project partners and oversee the Town's involvement in the grant application and implementation process.
3. The Town of Black Mountain will support the collaborative efforts of the partners in conducting risk assessments, engaging the community, prioritizing projects, and implementing resilience strategies.

4. The Town of Black Mountain will work in good faith with the designated adaptation professional to ensure compliance with the grant's requirements and maximize the benefits to the community.
5. The Town Manager is authorized to take all necessary actions to support the submission of the grant application and, if awarded, to implement the grant in accordance with its terms.

Adopted this ____ day of _____, 2024, by the Town Council of the Town of Black Mountain.

C. Michael Sobol
Mayor

Attest:

Wesley M. Barker
Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** February 10, 2025

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

TITLE OF ITEM: Consideration of Budget Amendments

SUGGESTED MOTION(S):

I move that the Town Council approve the following FY24-25 Budget Ordinance Amendments as presented.

SUMMARY:

FY24-25 Budget Ordinance Amendments for the purpose of appropriating additional funding required for expenditures.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendments

TOWN OF BLACK MOUNTAIN BUDGET ADJUSTMENT/AMENDMENT REPORT

Adjustment Number	Summary	Description	Account Number	Account Name	Sum of Amount
BA25-0000069	Reallocation of expense budget for Helene	Reallocation of expenses Helene	425-8806-50100	Salaries - Regular	\$98,000.00
			425-8806-50101	Salaries - Part Time/Temp/Aux	\$8,000.00
			425-8806-50102	Salaries - Overtime	-\$219,710.00
			425-8806-50210	Social Security (Fica Tax) Contributions	\$21,650.00
			425-8806-50220	Retirement Employer Contribution- State	\$55,110.00
			425-8806-50221	Retirement Employer Contribution- 401K	\$13,215.00
			425-8806-50230	Insurance Employer Contribution - Med & Life	\$23,735.00
			425-8806-51016	Protective Clothing	\$750.00
			425-8806-52012	Professional Services-Engineering and Design	\$1,000.00
			425-8806-52015	Professional and Technical Services	\$100.00
			425-8806-52020	Contract Services	-\$130,450.00
			425-8806-52115	Technology and Software License	\$25,000.00
			425-8806-52311	R & M - Grounds/Parks/Greenways	\$50.00
			425-8806-52315	R & M - Equipment	\$2,500.00
			425-8806-52320	R & M - Streets/Sidewalks/Curb	\$6,000.00
			425-8806-52330	R & M -Utility System	\$65,000.00
			425-8806-52416	Medical Supplies	\$50.00
			425-8806-55099	Miscellaneous Expense	\$30,000.00
BA25-0000071		BADJ - TO COVER ASHEVILLE FIRE PROTECTION INVOICE	100-4615-52310	R & M - Building	-\$100.00
			100-4615-55017	Safety & Compliance	\$100.00
BA25-0000074		BADJ - MOVE FUNDS TO 600-5000-54010	600-5000-52330	R & M -Utility System	-\$115.00
			600-5000-54010	Lease/Rental - Equipment	\$115.00
BA25-0000075		BADJ-MOVE FUNDS TO COVER MUTUAL AID	425-8806-52015	Professional and Technical Services	\$15,000.00
			425-8806-52020	Contract Services	-\$15,000.00
BA25-0000076		BADJ-MOVE FUNDS TO COVER PROPUMP INVOICE	425-8806-52020	Contract Services	-\$95,000.00
			425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	\$95,000.00
BA25-0000077		BADJ-MOVE FUNDS TO COVER AT&T BILL	600-5000-52330	R & M -Utility System	-\$1,407.78
			600-5000-55016	Damage Claims	\$1,407.78
BA25-0000079		BADJ-MOVE FUNDS TO LEASE LINE	100-4620-52315	R & M - Equipment	-\$220.00
			100-4620-54010	Lease/Rental - Equipment	\$220.00
BA25-0000080		Transfer Funds for Software License	100-4040-52019	Information Technology Services	-\$10,000.00
			100-4040-52115	Technology and Software License	\$10,000.00
BA25-0000081		BADJ-MOVE FUNDS TO COVER B.H. GRANING INVOICE	220-4625-52320	R & M - Streets/Sidewalks/Curb	-\$7,594.00
			220-4625-52426	Snow and Ice Removal	\$7,594.00
BA25-0000083	Expense Approved by board on 01/13/25	BAMEND - Veteran Park Fencing - Helene Damage	100-4620-57610	Capital Outlay - Street/Bridge/Sidewalk/Greenway	-\$121,000.00
			100-7000-59510	Transfer Out	\$121,000.00
			425-8806-48590	Transfers In	-\$121,000.00
			425-8806-57210	Capital Outlay - Land Improvements	\$121,000.00
BA25-0000084	Insurance Proceeds Received June 2024. Transfer funds from Fund Balance to cover Actual Expenses to remove tower in Fiscal Year 2025	BAMEND - Fire Dept Radio Tower Removal	200-0000-48900	Appropriated Fund Balance	-\$4,000.00
			200-4520-52020	Contract Services	\$4,000.00
BA25-0000085		Generators for the Water Department	600-5000-57510	Capital Outlay-Furnishings & Non-Motorized Equip	\$190,000.00
			600-5000-57615	Capital Outlay - Dist Lines and Connections	-\$190,000.00
BA25-0000086	Allocate budget to expense lines	BADJ- Allocate Expense Cost	425-8806-51016	Protective Clothing	\$5,000.00
			425-8806-52012	Professional Services-Engineering and Design	\$3,000.00
			425-8806-52015	Professional and Technical Services	\$35,000.00
			425-8806-52020	Contract Services	-\$157,000.00
			425-8806-52315	R & M - Equipment	\$1,000.00
			425-8806-52320	R & M - Streets/Sidewalks/Curb	\$3,000.00
			425-8806-52330	R & M -Utility System	\$70,000.00
			425-8806-54010	Lease/Rental - Equipment	\$40,000.00
BA25-0000087	TO COVER CANVA, MONDAY.COM AND AIRDNA SUBSCRIPTIONS	BADJ-MOVE FUNDS TO TECHNOLOGY SOFTWARE	210-4810-52115	Technology and Software License	\$1,200.00

BA25-0000087	TO COVER CANVA, MONDAY.COM AND AIRDNA SUBS	BADJ-MOVE FUNDS TO TECHNOLOGY SOFTWARE	210-4810-52410	Office Supplies	-\$1,200.00
BA25-0000088	DEQ Additional Technical Assistance Grant Funds for Project HEL-003 Emergency Bridge Loan.	BAMEND - DEQ Helene Technical Assistance Grant	425-8806-43200 425-8806-52012	Grant Revenue - State Professional Services-Engineering and Design	-\$200,000.00 \$200,000.00
BA25-0000089	Emergency Expenditure FEMA Reimbursement Expedited	BAMEND	425-8806-43100 425-8806-51016 425-8806-52020 425-8806-52310 425-8806-52315 425-8806-52320 425-8806-52410 425-8806-52416 425-8806-52510 425-8806-54010 425-8806-55021 425-8806-55099	Grant Revenue - Federal Protective Clothing Contract Services R & M - Buildings R & M - Equipment R & M - Streets/Sidewalks/Curb Office Supplies Medical Supplies Non-Capital Equipment and Furniture Lease/Rental - Equipment Emergency Disaster Preparedness Expense Miscellaneous Expense	-\$860,666.18 \$259.80 \$819,540.29 \$1,261.58 \$569.22 \$7,289.76 \$486.54 \$160.49 \$4,901.34 \$17,150.00 \$37.13 \$9,010.03
BA25-0000090		BADJ	100-4020-51015 100-4020-52115 100-4020-52215 100-4020-52310	Uniforms Technology and Software License Cellphone Stipend R & M - Building	\$900.00 \$500.00 \$500.00 -\$1,900.00
BA25-0000091	HR Budget Allocation to Expenses	BADJ - HR Budget Adjustment	100-4025-55015 100-4025-55017	Liability and Property Insurance Expense Safety & Compliance	\$100.00 -\$100.00
BA25-0000092	Allocate Budget Finance Expense Lines	BADJ - Finance Expense Allocation	100-4030-50100 100-4030-50105	Salaries - Regular Salaries - Longevity	-\$10.00 \$10.00
BA25-0000093	Insurance Claims Received	BAMEND - Insurance Claims-Equip Trailer BAMEND - Insurance Claims - Utility Trailer BAMEND - Insurance Claims-2004 F150 BAMEND - Insurance Claims 2006 Ford Ranger BAMEND - Insurance Claims- 2016 Dodge Charger BAMEND - Insurance Claims Boom Truck BAMEND - Insurance Claims-Ford F350 BAMEND - Insurance Claims 2018 Ram 3500 BAMEND - Insurance Claims-2021 Ford F350 BAMEND - Insurance Claims-2020 Knuckleboom BAMEND - Insurance Claims-2020 Garbage Truck BAMEND - Insurance Claims 21 Garbage Truck BAMEND - Insurance Claims1997 Dump Truck BAMEND - Insurance Claims Ford F250 BAMEND - Insurance Claims-Swat Vehicle BAMEND - Insurance Claims-PD Dodge Ram Repair BAMEND - Insurance Claims	425-8806-52315 425-8806-52510 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-57410 425-8806-52316 425-8806-52316 425-8806-48010	R & M - Equipment Non-Capital Equipment and Furniture Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles Capital Outlay-Vehicles R & M - Vehicle R & M - Vehicle Insurance Recovery Proceeds	\$695.21 \$350.00 \$3,952.65 \$4,837.25 \$13,199.00 \$13,800.00 \$24,405.00 \$34,898.00 \$42,982.50 \$142,833.00 \$181,500.00 \$181,500.00 \$7,285.83 \$5,529.00 \$399.96 \$976.00 -\$659,143.40



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Asst. Town Manager
MEETING DATE: February 10, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Stormwater

TITLE OF ITEM: Call for Public Hearing to Amend Chapter 8, Section 8.2 Phase II Stormwater Ordinance

SUGGESTED MOTION(S):

To call for a public hearing for amendments to Chapter 8, Section 8.2 Phase II Stormwater Ordinance, of the Land Use Code, to be held on Monday, March 10, 2025, at 6:00 p.m. or as soon thereafter as possible, in the Council Chambers of Town Hall, 160 Midland Avenue.

SUMMARY:

The proposed amendments will better align the Town's ordinance with the state requirements and lessen the burden on the citizens. The amendment proposals include increasing the threshold of impervious surface area that requires a stormwater permit, and adding requirements for high- and low-density stormwater permits.

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. Notice of Public Hearing_Stormwater Ordinance Text Amendments for March 10, 2025



LEGAL NOTICE
BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, March 10, 2025, at 6:00 p.m.

**Location: Council Chambers, Black Mountain Town Hall, 160
Midland Ave., Black Mountain, NC 28711**

The Black Mountain Town Council will meet on **Monday, March 10, 2025, at 6:00 p.m.** in the Council Chambers at Town Hall, 160 Midland Ave., Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to Appendix A Land Use Code Chapter 8, Sections 8.2.2, 8.2.7, 8.2.14, 8.2.15, 8.2.18, and 8.2.29 to align the Phase II Stormwater Ordinance with the Town's requirements from NC Department of Environmental Quality for the Town's National Pollutant Discharge Elimination System (NPDES) permit, <https://tinyurl.com/23fz8u4t>, and Stormwater Management Plan (SWMP) <https://tinyurl.com/2s4b8n2d>. Copies of the NPDES permit and SWMP can also be requested by emailing: anne.phillip@tobm.org.

The amendment proposals include increasing the threshold of impervious surface area that requires a stormwater permit and adding requirements for high- and low-density stormwater permits.

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 828-419-9310 or by email at town.clerk@tobm.org.

Posted to the Town Bulletin Board: _____
Published in the Black Mountain News 2/19/2025 and 2/26/2025
www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, Recreation & Parks Director **MEETING DATE:** February 10, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Consideration of Adoption of Dr. John Wilson Community Garden Site Plan

SUGGESTED MOTION(S):
Adopt the site plan as presented.

SUMMARY:

At the February 12, 2024 regular session meeting, a 10-year strategic plan for the Dr. John Wilson Community Garden was adopted by the Town Council. A goal of the strategic plan and recommendation of the Recreation and Parks Master Plan, was to develop a site plan for the community garden. This proposed site plan was completed by Craig Siska, with Siska Design, which specializes in landscape architecture and planning.

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. Colored Site Plan of The Community Garden

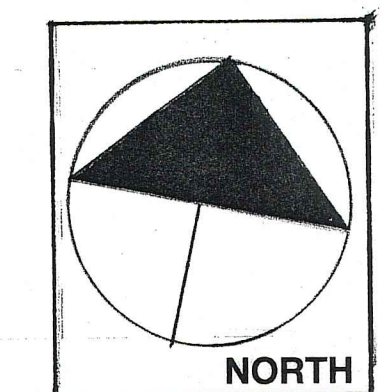


- Notes On Future Improvements**
- * 3 New Water Filtration Systems To Be Installed:
 - Water Intake From Swannanoa River
 - Water From Rain Cisterns
 - Water From New Town Water Source
 - * A New Signage System To Be Designed For Entry Areas, Rules And Planting Areas.
 - * New Parking Area @ New Facility Building To Be Gravel. RR Tie Wheelstops
 - * New Garden Facility Building:
 - Restrooms On A Septic Field
 - Event, Class & Presentation Space
 - Kitchenette, Refrigerator & Portable Seating
 - Produce Cleaning, Washing & Packing Area
 - Solar Powered, Wi-Fi & Electricity / Power Tool Charging
 - Seed Storage & Drying Area
 - Director's Office & Blackboard
 - * New Pergola Gathering Space
 - Vertical Telephone Poles & Metal Cross Supports
 - Grow Vines Up Pergola & Rain Sheets As Roof
 - New Stone Fire Pit
 - * Future Root Cellar Built Into Hill Just South of New Greenhouse
 - * Toolshed (All Tools Locked Up)
 - * Potting Shed
 - Seed Box; Storage; Seed Sowing Bench
 - Soil Mixes; Bins
 - Plant Pot Storage

Dr. John Wilson Community Garden
Conceptual Master Site Plan
Craig Alan Siska ~ Landscape Site Planner

Based Upon A Charrette of June, 2024
September 20, 2024
Approx. Scale: 1" = 18' - 0"

NOTE:
Base Sheet Information Provided
by The Town of Black Mountain, NC





TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, Recreation & Parks Director **MEETING DATE:** February 10, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Acceptance of Donation for Purchase of Fencing on Field One and Purchase of New Bleachers at Veteran's Park

SUGGESTED MOTION(S):

Motion to approve resolution to accept donated funds for field one fencing and bleachers purchase at Veteran's Park.

SUMMARY:

The Black Mountain Presbyterian Church is donating \$67,000 to the Town of Black Mountain for repairs to Veteran's Park that was destroyed by Hurricane Helene. \$43,000 of the donation will go toward the purchase and installation of new fencing at field one at Veteran's Park, and \$24,000 of the donation will go toward purchasing new bleachers at Veteran's Park. Asheville Fence will complete the fencing at field one during the same time frame as the fencing will be installed at fields two, three and four, which were approved for purchase (and install) by the Council at the January 13, 2025 Council Meeting. This will result in cost savings on labor and equipment.

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 Funds for Purchase of Fencing at Field One & New Bleachers at Veteran's Park

**RESOLUTION TO ACCEPT DONATION FOR FENCING ON FIELD ONE AND
PURCHASE OF BLEACHERS AT VETERAN'S PARK**

Resolution # R-25-05

WHEREAS, the Town of Black Mountain was significantly impacted by Tropical Storm Helene, which caused extensive damage to the town's baseball fields and equipment, used by the community for recreation, youth sports, and community events; and

WHEREAS, field one at Veteran's Park is the only remaining field that has not yet been funded for replacement fencing that was damaged by Tropical Storm Helene; and

WHEREAS, the bleachers at Veteran's Park were also damaged by Tropical Storm Helene; and

WHEREAS, Black Mountain Presbyterian Church wishes to donate a total of \$67,000 to the Town of Black Mountain for purchase and installation of fencing at field one at a cost of \$43,000, and purchase of new bleachers at a cost of \$24,000 at Veteran's Park; and

WHEREAS, this donation reflects the community's commitment to supporting local recreational facilities and is aligned with the Town's mission to provide high-quality public spaces for residents and visitors.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain formally accepts this generous donation by Black Mountain Presbyterian Church, with deep appreciation for the community's commitment of restoration of the town's baseball fields; and

BE IT FURTHER RESOLVED that the Town Council directs town staff to coordinate with the donor to ensure timely and effective completion of the repairs, with oversight to ensure compliance with any applicable town policies and procurement regulations.

This the 10th day of February 2025.

ATTEST:

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Asst. Town Manager
MEETING DATE: February 10, 2025

AGENDA SECTION: New Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Consideration of Reinstating Development Fees

SUGGESTED MOTION(S):

To review the current suspension of development fees information, and make a determination on whether to do the following:

1. **Continue the suspension** of all development fees through June 30, 2025, as currently planned, or
2. **Reinstate all development fees** effective immediately, or on a specified date prior to June 30, 2025, or
3. **Selectively reinstate fees**, determining which fees, if any, should remain suspended to support ongoing disaster recovery efforts. Example: Continue to suspend fees related to recovery efforts (this would be on the honor's system of the permit applicant), or
4. **Reduce fees instated of suspending them.** There is also an option to change the fee schedule to reduce fees, which could be used in combination with option 3.

SUMMARY:

In a response to the economic impact of Tropical Storm Helene, the Town Council suspended development fees on October 7, 2024, as part of a relief effort. This decision was made days before the State implemented a similar statewide suspension of fees. The State's suspension expired on December 31, 2024, however, the Town's suspension remains in effect until June 30, 2025.

To date, the Town has lost approximately \$118,086.26 in revenue due to the suspension of development fees. Of this total, \$38,505.04 is attributable to permits related to disaster recovery efforts from Helene, while \$79,580.22 is from other unrelated permits.

The impetus of bringing this matter forward is the significant revenue loss caused by the suspension of fees, as well as the financial challenges the Town faces in addressing long-term disaster recovery needs.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? The ongoing suspension of development fees impacts the Town's ability to fund essential services and infrastructure improvements necessary for disaster recovery and resilience. Reinstating fees could help address these fiscal challenges, but maintaining some fee suspensions could continue to support rebuilding efforts in the community.

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** February 10, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Finance

TITLE OF ITEM: Amended Project Ordinance for Hurricane Helene

SUGGESTED MOTION(S):

The Finance Department requests acceptance of the funding through the attached resolution, approving the amended grant project ordinance and budget amendment as presented and recommended.

SUMMARY:

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 amendment for Hurricane Helene. The Town of Black Mountain is included in FEMA-4827-DR, North Carolina Disaster Declaration. The Following items are recognized within the amended project ordinance and budget amendments.

- An additional \$200,000 in grant funds for engineering assessment, planning and design work associated with the Water Infrastructure Emergency Bridge Loan.
- FEMA payment of 50% of the emergency expenditures submitted. The total amount received was \$860,666.18.
- Insurance Claims paid to date for Vehicles and Equipment from NCLM equaling to \$659,143.40.

BUDGET IMPACT: Yes

Increase in budgeted funds and Expenditures within the Grant Project Fund of \$3,000,000.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. Increase in budgeted funds and Expenditures through grant funds and insurance proceeds received.

ATTACHMENTS:

1. Amended Hurricane Helene Grant Project Ordinance Feb 2025
2. Resolution to Accept DEQ Grant Funding for Emergency Bridge Loan
3. Tech_Assistance_award
4. Insurance Proceeds 020325
5. 796902- 4827 NC - Emergency Expenditures
6. Budget Adjustment Report Helene

Town of Black Mountain
Hurricane Helene
Amended Grant Project Ordinance
Ordinance: O-25-02

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.

- The Town has received a payment of 50% of the emergency expenditures submitted. The total amount received was \$860,666.18.

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.

- The board approved in the January agenda meeting to Transfer funding from the general fund to the Helene Project to cover costs to Veteran Park Fencing in the amount of \$121,000.

NCLM is the Town's insurance carrier. The following payments have been received to date:

- An advanced payment 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.
- Total Insurance Claims paid to date for Vehicles and Equipment from NCLM equal \$659,143.40.

The Town is also receiving funding from the NC Division of Water Infrastructure.

- NC DEQ Division of Water Infrastructure project Number HEL-0003 provides funding up to the amount of \$3,000,000, repayable at 0% interest. The DEQ Water Infrastructure Emergency Bridge Loan Program established in Session Law 2024-53 Section 4C.7 has been awarded to the Town.
- The Town has also been awarded an additional \$200,000 in grant funds for engineering assessment, planning and design work associated with the Water Infrastructure Emergency Bridge Loan.

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:

<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
General Fund Transfer In	2,000,000.00	121,000.00	2,121,000.00
Grant Revenue Federal - FEMA Emergency Expenditures	0.00	860,666.18	860,666.18
NCDEQ - Infrastructure Loan	3,000,000.00	0.00	3,000,000.00
NCDEQ - Infrastructure Technical Assist Grant	0.00	200,000.00	200,000.00
Insurance Proceeds	1,500,000.00	659,143.40	2,159,143.40
Total Funds	\$6,500,000.00	\$1,840,809.58	\$8,340,809.58

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<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
Protective Clothing	\$2,000.00	\$6,009.80	\$8,009.80
Contract Services	\$1,300,000.00	\$422,090.29	\$1,722,090.29
Professional Services - Engineering and Design	\$0.00	\$204,000.00	\$204,000.00
Professional and Technical Service	\$0.00	\$50,100.00	\$50,100.00
Technology and Software License	\$0.00	\$25,000.00	\$25,000.00
Emergency Preparedness	\$1,000.00	\$37.13	\$1,037.13
R&M Buildings	\$5,000.00	\$1,261.58	\$6,261.58
R&M Grounds/Parks/Greenways	\$0.00	\$50.00	\$50.00
R&M Equipment	\$2,000.00	\$4,764.43	\$6,764.43
R&M Vehicle	\$1,000.00	\$1,375.96	\$2,375.96
R&M Streets/Sidewalks/Curb	\$0.00	\$16,289.76	\$16,289.76
R&M Utility System	\$500.00	\$135,000.00	\$135,500.00
Office Supplies	\$1,500.00	\$486.54	\$1,986.54
Medical Supplies	\$0.00	\$210.49	\$210.49
Non-Capital Equipment and Furniture	\$50,000.00	\$5,251.34	\$55,251.34
Lease Rental -Equipment	\$87,000.00	\$57,150.00	\$144,150.00
Miscellaneous Expense	\$0.00	\$39,010.03	\$39,010.03
Capital Outlay - Land Improvements	\$0.00	\$121,000.00	\$121,000.00
Capital Street/Bridge/Sidewalk	\$50,000.00	\$0.00	\$50,000.00
Capital Outlay - Dist Lines and Connections	\$2,500,000.00	\$0.00	\$2,500,000.00
Capital Outlay - Plants, Pump Stations, Sub Stations	\$500,000.00	\$0.00	\$500,000.00
Capital Outlay - Vehicles	\$1,500,000.00	\$656,722.23	\$2,156,722.23
Capital Outlay - Furnishings & Non-Motorized Equipment	\$0.00	\$95,000.00	\$95,000.00
Total Expenses	\$6,500,000.00	\$1,840,809.58	\$8,340,809.58

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 8. 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 9. 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 10. 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 10th day of February 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk

Version 0 EXP Project

<u>Disaster:</u>
<u>Applicant:</u>
<u>Project:</u>

4827DR-NC (4827DR)
Black Mountain, Town of (021-90282-00)
[796902] Expedited Emergency Protective Measures

<u>DI#:1483460</u>

<u>WORK TO BE COMPLETED</u>		
<i>WTBC Contracts</i>		\$ 1,672,058.11
<i>Materials</i>		\$ 49,274.24
<i>Total</i>		\$ 1,721,332.35

TOTAL ESTIMATED COST	\$ 1,721,332.35
-----------------------------	-----------------

<u>DI#:1483460</u>

<u>WORK TO BE COMPLETED WORK EXP 50% Reductions</u>		
<i>Force Account Labor ST time</i>		\$ -
<i>Force Account Labor OT time</i>		\$ -
<i>WTBC Contracts</i>		\$ 836,029.06
<i>Materials</i>		\$ 24,637.12
<i>Total</i>		\$ 860,666.18

EXP TOTAL PROJECT COSTS (ESTIMATED)	\$ 1,721,332.35
--	------------------------

EXP 50% Reduction TOTAL PROJECT COSTS (ESTIMATED)	\$ 860,666.18
--	----------------------

<u>Claim</u>	<u>Loss</u>	<u>Description</u>	<u>Amount</u>	<u>Check #</u>	<u>Check Amt</u>	<u>Misc</u>
3240117926	2477 total loss	1996 Haul Utility Trailer, VIN: 39237	\$350.00	109289	\$316.68	
3240117926	2477 total loss	1996 Haul Utility Trailer, VIN: 39237		108540	\$33.32	Journal Entry
3240117726	2477 Repairable w/ supp potential	1999 Ford F450 Swat Vehicle, VIN: 71990	\$399.96	108715	\$399.96	Journal Entry
3240117923	2477 repairable, no supp potential	1996 Hurst Tri-Axle flat bed equipment trailer, VIN 57075	\$695.21	108537	\$695.21	Journal Entry
3240117765	2477 total loss	2004 Ford F150 4x4, VIN: 97040	\$3,952.65	109073	\$3,952.65	Journal Entry
3240117727	2477 total loss	2006 Ford Ranger, VIN: 54457	\$4,837.25	109071	\$4,837.25	Journal Entry
3240117725	2477 total loss	2016 Dodge Charger, VIN: 22376	\$13,199.00	109115	\$12,719.00	Journal Entry
3240117725	2477 total loss	2016 Dodge Charger, VIN: 22376		109075	\$480.00	Journal Entry
3240117747	2477 total loss	1992 Chevy Boom Truck, VIN:02323	\$13,800.00	109901	\$13,800.00	
3240117768	2477 total loss	2008 Ford F350, VIN: 08739	\$24,405.00	109558	\$24,405.00	
3240117772	2477 total loss	2018 Dodge RAM 3500, VIN: 36187	\$34,898.00	109559	\$34,898.00	
3240117933	2477 total loss	2021 Ford F350 VIN: 27210	\$42,982.50	109116	\$42,982.50	Journal Entry
3240117931	2477 total loss	2020 International mv Knuckleboom truck VIN: 91359	\$142,833.00	109830	\$142,833.00	
3240117929	2477 total loss	2020 International Garbage Truck, VIN: 10296	\$181,500.00	109827	\$181,500.00	
3240117932	2477 total loss	2021 International HV607 Garbage Truck VIN: 10283	\$181,500.00	109828	\$181,500.00	
3240118174		1997 Ford F350 Dump Truck, VIN: 50		109283	\$7,285.83	Received check for this-Not on List
3240117766	is not on the list	Ford F250		109088	\$5,529.00	Not on List
3240118249	not on list	no descr		108912	\$976.00	Not on List
			\$ 645,352.57		\$2,159,143.40	
				Report Amount	\$645,352.57	
				Difference	\$1,513,790.83	
				Items not listed	\$1,513,790.83	
				Remain diff	\$0.00	
					\$659,143.40	

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

Funding Offer Modification

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

ALN Number: N/A

Funding Offers Being Modified:

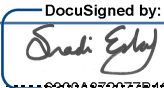
	Date of Previous Funding Offer	Previous Funding Offer Amount (Emergency Loan)	Modification Amount (Technical Assistance Grant)	New Funding Offer Amount
HEL - 0003	11/13/24	\$3,000,000	+\$200,000	\$3,000,000 loan + \$200,000 grant

Modification Information and Change in Project Description:

The Town of Black Mountain was issued an Emergency Bridge Loan Offer for repairs to water and wastewater infrastructure related to Hurricane Helene damage. Pursuant to S.L. 2024-53 and the availability of technical assistance grant funds, **this document awards an additional \$200,000 in grant funds to the Town of Black Mountain for engineering assessment, planning and design work associated with the scope of work for the referenced project.** The technical assistance grant funds will be disbursed first to cover the recipient’s costs related to engineering assessment, planning and design for this project prior to the emergency loan funds. All Assurances and Conditions from the previous Funding Offers for the project numbers above remain in effect.

For The State of North Carolina:

Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality

DocuSigned by:

6900A872077B4C5...
Signature

12/17/2024
Date

I, the undersigned, being duly authorized to take such action, as evidenced by the CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Modification.

On Behalf of: Town of Black Mountain

Name of Representative in Resolution: _____

Title (Type or Print): _____

CC: Teresa Tripp – Teresa.Tripp@deq.nc.gov
Jon Risgaard - Jon.Risgaard@deq.nc.gov
Mark Hubbard – Mark.Hubbard@deq.nc.gov
COM-FOM Agreement #2000080230

Attachment: HEL-0003 Funding Offer dated 11/13/24



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

Resolution: R-25-07

- 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 Division has offered funding through the Emergency Bridge Loan Program and a Technical Assistance Grant to repair the Town’s drinking water system; and
- WHEREAS, The Town of Black Mountain has accepted total funding in the 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
- WHEREAS, The Town of Black Mountain is eligible to receive grant funding of \$200,000, pursuant to S.L.2024-53 for Technical Assistance related to the Emergency Bridge Loan Offer HEL-0003. These grant funds are available through the NC DEQ Infrastructure Division; 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 accept the State Emergency Bridge loan offer in the amount of \$3,000,000.
2. That the Town of Black Mountain, the **Applicant**, does hereby accept the NC DEQ Infrastructure Division Technical Assistance Grant Funding through the NC DEQ Infrastructure Division in the amount of \$200,000.
3. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.
4. 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
5. 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.

6. 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.
7. 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 10th day of February 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk

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

Funding Offer Modification

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

ALN Number: N/A

Funding Offers Being Modified:

	Date of Previous Funding Offer	Previous Funding Offer Amount (Emergency Loan)	Modification Amount (Technical Assistance Grant)	New Funding Offer Amount
HEL - 0003	11/13/24	\$3,000,000	+\$200,000	\$3,000,000 loan + \$200,000 grant

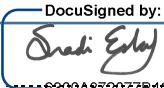
Modification Information and Change in Project Description:

The Town of Black Mountain was issued an Emergency Bridge Loan Offer for repairs to water and wastewater infrastructure related to Hurricane Helene damage. Pursuant to S.L. 2024-53 and the availability of technical assistance grant funds, **this document awards an additional \$200,000 in grant funds to the Town of Black Mountain for engineering assessment, planning and design work associated with the scope of work for the referenced project.** The technical assistance grant funds will be disbursed first to cover the recipient’s costs related to engineering assessment, planning and design for this project prior to the emergency loan funds. All Assurances and Conditions from the previous Funding Offers for the project numbers above remain in effect.

For The State of North Carolina:

Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality

DocuSigned by:



6900A872077B4C5...

Signature

12/17/2024

.....

Date

I, the undersigned, being duly authorized to take such action, as evidenced by the CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Modification.

On Behalf of: Town of Black Mountain

Name of Representative in Resolution: _____

Title (Type or Print): _____

CC: Teresa Tripp – Teresa.Tripp@deq.nc.gov
Jon Risgaard - Jon.Risgaard@deq.nc.gov
Mark Hubbard – Mark.Hubbard@deq.nc.gov
COM-FOM Agreement #2000080230

Attachment: HEL-0003 Funding Offer dated 11/13/24

Claim	Loss	Description	Amount	Check #	Check Amt	Misc
3240117926	2477 total loss	1996 Haul Utility Trailer, VIN: 39237	\$350.00	109289	\$316.68	
3240117926	2477 total loss	1996 Haul Utility Trailer, VIN: 39237		108540	\$33.32	Journal Entry
3240117726	2477 Repairable w/ supp potential	1999 Ford F450 Swat Vehicle, VIN: 71990	\$399.96	108715	\$399.96	Journal Entry
3240117923	2477 repairable, no supp potential	1996 Hurst Tri-Axle flat bed equipment trailer, VIN 57075	\$695.21	108537	\$695.21	Journal Entry
3240117765	2477 total loss	2004 Ford F150 4x4, VIN: 97040	\$3,952.65	109073	\$3,952.65	Journal Entry
3240117727	2477 total loss	2006 Ford Ranger, VIN: 54457	\$4,837.25	109071	\$4,837.25	Journal Entry
3240117725	2477 total loss	2016 Dodge Charger, VIN: 22376	\$13,199.00	109115	\$12,719.00	Journal Entry
3240117725	2477 total loss	2016 Dodge Charger, VIN: 22376		109075	\$480.00	Journal Entry
3240117747	2477 total loss	1992 Chevy Boom Truck, VIN:02323	\$13,800.00	109901	\$13,800.00	
3240117768	2477 total loss	2008 Ford F350, VIN: 08739	\$24,405.00	109558	\$24,405.00	
3240117772	2477 total loss	2018 Dodge RAM 3500, VIN: 36187	\$34,898.00	109559	\$34,898.00	
3240117933	2477 total loss	2021 Ford F350 VIN: 27210	\$42,982.50	109116	\$42,982.50	Journal Entry
3240117931	2477 total loss	2020 International mv Knuckleboom truck VIN: 91359	\$142,833.00	109830	\$142,833.00	
3240117929	2477 total loss	2020 International Garbage Truck, VIN: 10296	\$181,500.00	109827	\$181,500.00	
3240117932	2477 total loss	2021 International HV607 Garbage Truck VIN: 10283	\$181,500.00	109828	\$181,500.00	
3240118174		1997 Ford F350 Dump Truck, VIN: 50		109283	\$7,285.83	Received check for this-Not on List
3240117766	is not on the list	Ford F250		109088	\$5,529.00	Not on List
3240118249	not on list	no descr		108912	\$976.00	Not on List
			\$ 645,352.57		\$2,159,143.40	
				Report Amount	\$645,352.57	
				Difference	\$1,513,790.83	
				Items not listed	\$1,513,790.83	
				Remain diff	\$0.00	
					\$659,143.40	

Version 0 EXP Project

<u>Disaster:</u>
<u>Applicant:</u>
<u>Project:</u>

4827DR-NC (4827DR)
Black Mountain, Town of (021-90282-00)
[796902] Expedited Emergency Protective Measures

<u>DI#:1483460</u>

<u>WORK TO BE COMPLETED</u>		
WTBC Contracts		\$ 1,672,058.11
Materials		\$ 49,274.24
Total		\$ 1,721,332.35

TOTAL ESTIMATED COST	\$ 1,721,332.35
----------------------	-----------------

<u>DI#:1483460</u>

<u>WORK TO BE COMPLETED WORK EXP 50% Reductions</u>		
Force Account Labor ST time		\$ -
Force Account Labor OT time		\$ -
WTBC Contracts		\$ 836,029.06
Materials		\$ 24,637.12
Total		\$ 860,666.18

EXP TOTAL PROJECT COSTS (ESTIMATED)	\$ 1,721,332.35
-------------------------------------	-----------------

EXP 50% Reduction TOTAL PROJECT COSTS (ESTIMATED)	\$ 860,666.18
---	---------------

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



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Asst. Town Manager
MEETING DATE: February 10, 2025

AGENDA SECTION: New Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Consideration of Interlocal Agreement with Buncombe County TDA for Regional Wayfinding Program

SUGGESTED MOTION(S):

I move that the Town Council approve this interlocal agreement as presented.

SUMMARY:

This proposed interlocal agreement (attached) by and between Buncombe County Tourism Development Authority (TDA) and the following municipalities: City of Asheville, Town of Black Mountain, Town of Weaverville, Town of Woodfin and Buncombe County would continue the management the Regional Wayfinding Program that was first implemented in 2008.

This Regional Wayfinding Program would continue management by the TDA consisting of ongoing administration, maintenance including annual system review, signage replacement, addition, and updates as approved based upon the process as set forth herein within the entirety of Buncombe County. The Project may consist of directional, informational, and orientation signs, kiosks, gateway, and peacemaking, or landmark design and sculptural elements mounted in the ground, in sidewalks, on buildings, or on other poles.

Explore Asheville, the nonprofit organization, is a contractor of the TDA serves as the liaison on the Project and the TDA may contract with Explore Asheville to provide any of its duties or responsibilities hereunder.

The Project was developed in three phases as follows: (a) Phase I-Master Plan Phase-which involved development of a Wayfinding analysis and detailed program for the Signs; (b) Phase II-Implementation Phase-which involved sign fabrication and installation of the initial program of Signs; and (c) Phase III-Management Phase-which involves arranging for the ongoing management, maintenance of and revisions to the Project. This Agreement recognizes that Phase I and Phase II of the Project have been completed and addresses Phase III only, the

ongoing Management Phase.

The roles of this Agreement is as follows:

- a. To serve as a guide for the ongoing management of the Project and maintenance of the Signs.
- b. To be accepted, approved and adopted by resolution of the governing board of each Governing Entity that is a party to this Agreement.
- c. To allow the Governing Entities to prohibit themselves from constructing or permitting the construction of other signs within their jurisdictions that may be deemed to be considered destination Wayfinding, or that might otherwise be inconsistent or in conflict with the Interlocal Agreement and Criteria for Inclusion, the current version of which is attached hereto as Exhibit A of this interlocal agreement, and as may be approved by the TDA from time-to-time.
- d. To provide criteria for the establishment of new Signs, changes to existing Signs, and the inclusion of new destinations in the Project.
- e. To establish mapped boundaries that determine areas of maintenance responsibility and identify the Signs that fall within these boundaries.
- f. To put each Governing Entity on notice as to all Signs Assigned to the Governing Entity whether located within or outside of the Governing Entity's jurisdiction. Those Signs to a Governing Entity that are outside each Governing Entity's jurisdiction are shown in the table attached hereto as Exhibit B of this interlocal agreement, as may be amended by the TDA from time to time. For purposes of this Agreement, such Signs are "Assigned" to the applicable Governing Entity.

Duration: The term of this Agreement shall be for a period of ten (10) years commencing from the 1st day of January 2025 until the 1st day of January 2035 and shall automatically renew for successive one (1) year terms unless either party gives the other parties ninety (90) days prior written notice of intent to terminate this Agreement.

Below is a timeline of this project from Explore Asheville:

- January 2024, Explore Asheville held a kick-off meeting with stakeholders and Merje Design to discuss the current management of the wayfinding system.
- Spring 2024, Explore Asheville and Merje broke down this larger group into three smaller groups (administration, maintenance, and stakeholders for new design). All three groups met to discuss the wayfinding management.
- Summer 2024, Merje submitted a draft maintenance manual (approximately 50 pages) building off of the current maintenance manual and interlocal agreement.
- Summer/Early Fall 2024, I went through three rounds of maintenance manual edits with Merje including items such as grammatical/visual, contact updates, current points of

interest, placemaking signage, etc.

- Fall 2024, Draft Wayfinding Interlocal Agreement and Draft Maintenance Manual completed.
- December 2024, Geograph Industries came to Asheville to do a full assessment of all wayfinding (Regional, Asheville, and River Arts). This typically happens in the spring but was bumped up due to Helene. All repairs to the current system will be completed in April 2025.

The attached interlocal agreement details additional information related to this project that includes financial responsibilities and procedures, maintenance responsibilities, appointing a representative to monitor and ensure compliance with the duties and responsibilities and will serve as point of administrative contact for Explore Asheville, and providing Explore Asheville with a staff contact who is responsible for retrieving damaged signs within the Governing Entity. Town Council should review this interlocal agreement, and consider approval.

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 Interlocal Wayfinding Agreement with TDA

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

COOPERATIVE INTERLOCAL AGREEMENT

This Cooperative Interlocal Agreement made and entered into this ____ day of _____, 2025, by and between the Buncombe County Tourism Development Authority, an Authority duly organized and operating pursuant to the laws of the State of North Carolina (herein “TDA”); and the following North Carolina Municipal Corporations: City of Asheville, Town of Black Mountain, Town of Weaverville, Town of Woodfin, (all collectively referred to herein as “Governing Entities”), and Buncombe County, a political subdivision of the State of North Carolina (herein “County”).

W I T N E S S E T H :

WHEREAS, Wayfinding refers to a program of directional, informational, and orientation signs, kiosks, gateways, and placemaking or landmark design elements to improve the user experience of orientation and choose a path within the built environment; and

WHEREAS, TDA, in partnership with the Governing Entities and the County implemented a Regional Wayfinding Program in 2008; and,

WHEREAS, in an ongoing partnership with the Governing Entities and the County, the TDA has agreed to continue to manage the Regional Wayfinding Program with such management to consist of: ongoing administration, maintenance including annual system review, signage replacement, addition, and updates as approved based upon the process as set forth herein within the entirety of Buncombe County (herein “Project”); and,

WHEREAS, the Project may consist of directional, informational, and orientation signs, kiosks, gateway, and placemaking or landmark design and sculptural elements mounted in the ground, in sidewalks, on buildings, or on other poles (herein “Signs”); and,

WHEREAS, the Buncombe County Tourism Development Authority, a North Carolina 501(c)6 nonprofit (herein “Explore Asheville”) is a contractor of the TDA; and,

WHEREAS, Explore Asheville will serve as a liaison on the Project and the TDA may contract with Explore Asheville to provide any of its duties or responsibilities hereunder.

NOW THEREFORE, in consideration of the above promises and, for other good and valuable consideration, including the promises and covenants set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

A. TERMS AND CONDITIONS

1. Scope: The Project was developed in three phases as follows: (a) Phase I-Master Plan Phase-which involved development of a Wayfinding analysis and detailed program for the Signs;

(b) Phase II-Implementation Phase-which involved sign fabrication and installation of the initial program of Signs; and (c) Phase III-Management Phase-which involves arranging for the ongoing management, maintenance of and revisions to the Project. This Agreement recognizes that Phase I and Phase II of the Project have been completed and addresses Phase III only, the ongoing Management Phase.

The role of this Agreement is as follows:

- a. To serve as a guide for the ongoing management of the Project and maintenance of the Signs.
- b. To be accepted, approved and adopted by resolution of the governing board of each Governing Entity that is a party to this Agreement.
- c. To allow the Governing Entities to prohibit themselves from constructing or permitting the construction of other signs within their jurisdictions that may be deemed to be considered destination Wayfinding, or that might otherwise be inconsistent or in conflict with the Interlocal Agreement and Criteria for Inclusion, the current version of which is attached hereto as Exhibit A, and as may be approved by the TDA from time-to-time.
- d. To provide criteria for the establishment of new Signs, changes to existing Signs, and the inclusion of new destinations in the Project.
- e. To establish mapped boundaries that determine areas of maintenance responsibility and identify the Signs that fall within these boundaries.
- f. To put each Governing Entity on notice as to all Signs Assigned to the Governing Entity whether located within or outside of the Governing Entity's jurisdiction. Those Signs to a Governing Entity that are outside each Governing Entity's jurisdiction are shown in the table attached hereto as Exhibit B, as may be amended by the TDA from time to time. For purposes of this Agreement, such Signs are "Assigned" to the applicable Governing Entity.

2. Duration The term of this Agreement shall be for a period of ten (10) years commencing from the 1st day of January 2025 until the 1st day of January 2035 and shall automatically renew for successive one (1) year terms unless either party gives the other parties ninety (90) days prior written notice of intent to terminate this Agreement.

3. Signs within the Right of Way of the State of North Carolina: The North Carolina Department of Transportation (NCDOT) has the ultimate authority over right-of-way along State owned or maintained roads. Signs proposed for placement in state-maintained right-of-ways must be approved by the North Carolina Department of Transportation (NCDOT) prior to placement. For each Sign to be placed in the state-maintained right of way, the responsible Governing Entity must obtain encroachment approval from the NCDOT. The NCDOT can remove or relocate Signs in the state-maintained right of way at their discretion if the NCDOT deems the changes are needed to ensure public safety or to allow for new construction.

If the NCDOT determines Signs within the state-maintained right of way are not maintained satisfactorily, the NCDOT may choose to perform the maintenance on these Signs. In these cases, the State may be entitled to financial reimbursement from the TDA.

B. ESTABLISHMENT OF WAYFINDING COMMITTEE

1. Committee: The parties to this Agreement shall establish a Wayfinding Committee (herein “Committee”), to oversee the approval of requests for complex new signage systems, placemaking or landmark signage requests, and whether to require full or partial payment for the signs and their installation. The Committee shall convene as is necessary based on qualifying actions that come before them.
2. Powers of Committee: The Committee is hereby empowered to perform the following acts:
 - a. Recommend Approval of New Signs. Review applications for new Signs and Sign messages according to the Criteria for Inclusion. The Committee shall make recommendations to the TDA for approval of requests for complex new signage systems, placemaking or landmark signage requests where applicable. The TDA shall have the final authority to approve all new Signs and changes to existing Sign messages. See Exhibit A.
 - b. When appropriate, require full or partial payment for the materials and installation of new Signs from public and private entities that request such Signs to be added to the Wayfinding Project.
3. Committee Membership: The Committee shall consist of a minimum of three (3) members as follows: (a) Explore Asheville Vice President of the Partnership and Destination Management; (b) Explore Asheville Destination Project Manager; and (c) one staff member appointed by the appropriate corresponding Governing Entities. See Exhibit A. At its discretion, the TDA Board can appoint additional at-large members to the committee.

C. FINANCIAL RESPONSIBILITIES AND PROCEDURES

After the TDA has approved a new Sign or change to an existing Sign message, the following sets forth the financial responsibility for such Sign: (Signs not so approved by the TDA shall not be subject to this Agreement).

1. Replacement of damaged or demolished Signs within the corporate limits of a Governing Entity and the unincorporated areas of Buncombe County:
 - a. **Responsibility.** The TDA shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for damaged or demolished Signs within the corporate limits of a Governing Entity and within the unincorporated areas of Buncombe County.

- b. Procedure.** Explore Asheville shall be notified of loss or damages to any Sign. The Governing Entities shall retrieve damaged Signs within their jurisdiction or as otherwise Assigned (as defined below) and store them in a safe environment. The reinstallation of damaged or demolished Signs will be coordinated with the vendor's annual inspection and installation follow-up. The TDA shall pay the vendor directly for the costs.

2. New Signs or New Sign Messages for Destinations that meet the Criteria for Inclusion:

- a. Financial Responsibility.** The TDA shall pay one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by the Governing Entities when the Sign meets the Criteria for Inclusion. The TDA, through the Committee, reserves the right to develop financial policies that require full or partial cost recovery of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by private entities when the Sign meets the Criteria for Inclusion.
- b. Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will directly invoice the TDA for materials and labor. If the committee determines the costs for materials and installation should be shared with or paid by a private entity requesting the Sign(s), the vendor shall submit a single invoice to the private entity or separate invoices to the TDA and the private entity for the agreed upon shared cost. The TDA and/or private business shall directly pay the vendor for the cost of the Sign materials and subsequent installation. If the private entity is required to pay all or a portion of the cost, the private entity shall provide Explore Asheville with proof of payment. After which, Explore Asheville will coordinate the installation with the designated vendor.

3. New Signs or new Sign messages for destinations that do not qualify under the Criteria for Inclusion:

- a. Financial Responsibility.** If a Governing Entity requests a new Sign or Sign message for a destination owned and/or managed by the Governing Entity that does not meet the Criteria for Inclusion the Governing Entity requesting the Sign or Sign message shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of such Signs or Sign messages. Signs or Sign messages requested by private entities for destinations that do not meet the Criteria for Inclusion will be rejected and will not be eligible for installation.
- b. Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will invoice the Governing Entity directly for payment. Upon proof of payment, Explore Asheville will coordinate the installation with the vendor.

4. Terms of Payment: For all payments outlined in section C of this Agreement, all invoices from the vendor will be accompanied by appropriate documentation of actual costs. All undisputed invoices must be paid within sixty (60) days and shall incur interest at the prevailing interest rate for each day the invoice remains unpaid past sixty days.

D. MAINTENANCE RESPONSIBILITIES

1. General Maintenance Defined. Through the course of the year, individual Signs require attention. The Governing Entities are responsible for General Maintenance as defined herein, on those Signs within their jurisdiction as well as any other Signs that have been Assigned.

General maintenance includes:

- a. Removal of graffiti and placards as necessary.
- b. Washing/cleaning of all Sign panels and poles as necessary.
- c. Removing plant material at the base of the Sign and/or visually obstructing or damaging the Sign.
- d. Notifying Explore Asheville in a timely manner of any damaged or demolished Signs within the Governing Entity's corporate limits or as otherwise Assigned. In the event a Sign is damaged to the extent that it is not readable by the driving public (e.g. the Sign is knocked down), the responsible Governing Entity must relocate the damaged Sign to a secure location and notify Explore Asheville of its removal and storage location.

2. Warranty Maintenance Coverage: Notwithstanding the foregoing, Explore Asheville acknowledges that some maintenance items above may be covered by certain warranties provided by the fabricator and/or installer of the Signs. If Explore Asheville believes an item of maintenance is covered under the warranties issued, Explore Asheville shall notify the fabricator and/or installer who shall be given a reasonable period of time to honor its warranties. If the fabricator and/or installer does not honor its warranties within such period, then Explore Asheville shall determine how to proceed.

E. ADDITIONAL DUTIES AND RESPONSIBILITIES:

1. The Governing Entities' Representatives:

- a. Appoint a Representative to monitor and ensure compliance with the duties and responsibilities of the Governing Entity as outlined herein and serve as a point of administrative contact for Explore Asheville. See Exhibit A.
- a. Provide Explore Asheville with a staff contact who is responsible for retrieving damaged Signs within the Governing Entity's corporate limits and as otherwise Assigned.

2. The County shall:

- a. By signing this agreement, the County authorizes the Governing Entities to maintain Signs within jurisdiction of the County, but outside of the corporate limits of the Governing Entities.
- b. The County further acknowledges that should it request the installation of any Sign, it will become a Governing Entity as to all such Signs it requests and will be treated as a Governing Entity for purposes of this Agreement as related to such Signs.

F. DISPOSITION OF PROPERTY UPON DISSOLUTION OF AGREEMENT: Neither the TDA, the County nor any of the Governing Entities may acquire any real property under the terms of this Agreement. All personal property acquired under the terms of this Agreement shall remain with the Governing Entity in whose jurisdiction the Sign is placed or as otherwise Assigned. For all personal property for which there was partial financial participation by a private entity, said personal property shall be held as tenants in common with the applicable Governing Entity and the private entity. Personal property acquired under the terms of this agreement may be disposed of consistent with the financial grant that authorized the purchase or by mutual agreement of the respective parties.

G. REPRESENTATIVES: The names and addresses of the representatives for Explore Asheville, the Governing Entities and the County are as follows:

1. Explore Asheville (Contact for Signage Requests to the Wayfinding Committee)

- a. Name: Kimberly Puryear
- b. Title: Destination Project Manager
- c. Address: 27 College Place, Asheville, NC 28801
- d. E-mail Address: kpuryear@exploreasheville.com
- e. Phone Number: (919) 539-5157 (cell)

2. City of Asheville

Transportation

- a. Name: Jessica Morriss
- b. Title: Assistant Director of Transportation
- c. Address: 70 Court Plaza, Asheville, NC 28802
- d. E-mail Address: jmorris@ashevillenc.gov
- e. Phone Number: (828) 259-5943

Management

- a. Name: Jaime Matthews
- b. Title: Assistant to the City Manager
- c. Address: 70 Court Plaza, Asheville, NC 28802
- d. E-mail Address: jmatthews@ashevillenc.gov
- e. Phone Number: (828) 251-4541

Downtown

- a. Name: Dana Frankel
- b. Title: Downtown Planning Manager
- c. Address: 70 Court Plaza, Asheville, NC 28802
- d. E-mail Address: dfrankel@ashevillenc.gov
- e. Phone Number: (828) 251-1122

City of Asheville Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: Dean Grayson, Transportation
- b. Email: dgrayson@ashevillenc.gov
- c. Phone: (828) 259-5449

3. Town of Black Mountain

- a. Name: Jessica Trotman
- b. Title: Assistant Town Manager / Planning Director
- c. Address: 160 Midland Avenue, Black Mountain, NC 28711
- d. E-mail Address: jessica.trotman@tobm.org
- e. Phone Number: (828) 419-9300, ext. 370

Town of Black Mountain Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: Jamey Matthews, Public Services Director
- b. Email: Jamey.matthews@townofblackmountain.org
- c. Phone: 828.419.9300, ext. 660

4. Town of Weaverville

- a. Name: James Eller
- b. Title: Planning Director
- c. Address: P.O. Box 338, Weaverville, NC 28787
- d. E-mail Address: seller@weavervillenc.org
- e. Phone Number: (828) 484-7002

Town of Weaverville Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: Dale Pennell, Public Works Director
- b. Email: dale.pennell@weavervillenc.org
- c. Phone: 828.645.0606

5. Town of Woodfin

- a. Name: Shannon Tuch
- b. Title: Town Manager
- c. Address: 90 Elk Mountain Road, Asheville, NC 28804
- d. E-mail Address: STuch@Woodfin-NC.gov
- e. Phone Number: (828) 253-4887

Town of Woodfin Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: **TBD**
- b. Email:

c. Phone:

6. County of Buncombe

- a. Name: E.B. Odderstol
- b. Title: Economic Development Program Analyst
- c. Address: 46 Valley Street, Asheville, NC 28801
- d. E-mail Address: Elizabeth.Odderstol@buncombecounty.org
- e. Phone Number: (828) 203-5685

H. SEVERABILITY. Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable, and the remaining provisions hereof shall remain in full force and effect.

I. GOVERNING LAW. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

J. ENTIRE AGREEMENT and AMENDMENTS. This Agreement represents the entire understanding between the parties and may not be modified or amended except by an instrument in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to:	BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY:
 _____ Vic Isley, President & CEO	By: _____ Brenda Durden, Chair

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Jonna Sampson, personally came before me this day and acknowledged that she is the Executive Office Manager to the Buncombe County Tourism Development Authority, an Authority created by North Carolina Law, and that by authority duly given and as the act of the Authority, the foregoing instrument was signed in its name by its Chair and attested by herself as its Executive Operations Manager.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

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

Finance Director: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to:	TOWN OF WEAVERVILLE:
 _____	By: _____
Tamara Mercer, Town Clerk	Selena Coffman, Town Manager

COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Weaverville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

Attest to: _____ Sarah Gross, Clerk to the Board of County Commissioners	COUNTY OF BUNCOMBE: By: _____ Avril Pinder, County Manager
--	---

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners for Buncombe County, a Body Politic and Corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by herself as its Clerk to the Board.

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Wesley Barker, Town Clerk	TOWN OF BLACK MOUNTAIN: By: _____ Josh Harrold, Town Manager
--	---

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Wesley Barker, personally came before me this day and acknowledged that he is the Town Clerk of the Town of Black Mountain, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by himself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Gena Powers, Town Clerk	TOWN OF WOODFIN: By: _____ Shannon Tuch, Town Administrator
--	--

COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Woodfin, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Maggie Burleson, City Clerk (official seal)	CITY OF ASHEVILLE: By: _____ Debra Campbell, City Manager
---	--

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Maggie Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____