



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.

Board Chair

Board Secretary

Board Member

Board Member

Board Member

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

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

Official Signature of Notary Public

CORINNE M DUNCAN

Printed/Typed Name of Notary Public

My Commission Expires: 2/20/28



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
31.1_											
32.1_	141	2	2	143	0	45		892	86	86	978
33.2_	830	12	12	842	0	386					
33.3_	1,122	24	24	1,146	0	510					
34.1_	683	22	22	705	0	293					
35.1_	1,078	21	21	1,099	0	419					
36.1_	3	0	0	3	0	0					
Totals	3,857	81	81	3,938	0	1,653		892	86	86	978
											141

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

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:

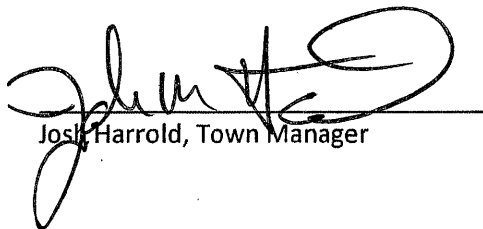
Town:
Jessica Trotman, Assistant Town Manager
166 Midland Ave.
Black Mountain, NC 28711
jessica.trotman@tobm.org

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