



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

January 13, 2025

REGULAR SESSION AGENDA

Time: 6:00 PM

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

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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. Recognition of Deck the Trees Committee

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

4.B. Black Mountain Library 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 September 9, October 7, 18, 30 and November 7, 12, 2024 - Wesley Barker, Town Clerk

Motion: I move that the following meeting minutes be approved as presented.

5.B. Resolution to Approve a Memorandum of Understanding Through the French Broad Metropolitan Planning Organization for Continuing, Cooperative, and Comprehensive Planning - Jessica Trotman, Asst. Town Manager

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

5.C. Monthly Tax Collector Report - Tammy Holland, Finance Director

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

5.D. Appointment of Tax Collector - Tammy Holland, Finance Director

Motion: I move that Town Council appoint Laurel Mabery as Tax Collector for the Town of Black Mountain.

6. PUBLIC HEARING

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

6.A. 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.

- Jessica Trotman, Asst. Town Manager

Motion: I move that we 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.

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. Veteran's Park Ball Field Fencing (Fields 2,3,4) - Josh Henderson, Recreation & Parks Director

Motion: Select and accept a quote for fencing installation on fields two, three, and four.

9.B. Green Tee Grill Lease Renewal - Josh Harrold, Town Manager

Motion: Council will discuss the renewal of this lease and make the motion based on the discussion.

9.C. NC League of Municipalities 2025-26 Biennium Legislative Goals & Selection of Voting Delegate - Wesley Barker, Town Clerk

Motion: I move that the Town Council approve the resolution selecting the advocacy goals as proposed by the NCLM Board of Directors, and designate

the Town Clerk as the voting delegate to cast the vote on behalf of the Council.

9.D. Discussion of Parallel Parking on Sutton Ave. - Josh Harrold, Town Manager
Motion: Discussion item only.

9.E. Discussion of Unmuffled Engine Braking - Josh Harrold, Town Manager
Motion: Discussion item only.

9.F. Consideration of Duke Energy Easement - Parcel #070090116500000 - Josh Harrold, Town Manager
Motion: Approval of the easement as presented.

10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION- NONE

13. ADJOURNMENT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** January 13, 2025
AGENDA SECTION: Proclamations, Awards, **DEPARTMENT:** Administration
Recognitions, Special Resolutions
TITLE OF ITEM: Recognition of Deck the Trees Committee

SUGGESTED MOTION(S):
N/A.

SUMMARY:

The Town Manager would like to recognize the Deck the Trees Committee and the funds raised for the Swannanoa Valley Christian Ministry Fuel Fund.

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: Jessica Trotman, Asst. Town Manager

MEETING DATE: January 13, 2025

AGENDA SECTION: Communications from Staff, Councils, Commissions & Agencies

DEPARTMENT: Administration

TITLE OF ITEM: Presentation by IEM International, Inc. on preliminary damage inventory and recovery process.

SUGGESTED MOTION(S):

Presentation only.

SUMMARY:

IEM International will give a presentation to Town Council on preliminary review of damage inventory and recovery 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:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** January 13, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Adoption of Meeting Minutes from September 9, October 7, 18, 30 and November 7, 12, 2024

SUGGESTED MOTION(S):

I move that the following meeting minutes be approved as presented.

SUMMARY:

There are several Town Council meeting minutes ready for Council approval. These include the following:

- September 9, 2024 Regular Meeting
- October 7, 2024 Emergency Called Meeting (Hurricane Helene)
- October 18, 2024 Special Called Meeting (Hurricane Helene)
- October 30, 2024 Special Called Meeting (Hurricane Helene)
- November 7, 2024 Agenda Meeting
- November 12, 2024 Regular Meeting

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. September 9, 2024 Regular Meeting Minutes
2. October 7, 2024 Emergency Called Meeting Minutes with Appendices
3. October 18, 2024 Special Called Meeting Minutes (Departmental Updates)

4. October 30, 2024 Special Called Meeting Minutes with Appendices
5. November 7, 2024 Agenda Workshop Minutes
6. November 12, 2024 Regular Meeting Minutes with Appendices



BLACK MOUNTAIN TOWN COUNCIL MINUTES

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

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

The Black Mountain Town Council held their regular meeting on Monday, September 9, 2024, at 6:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, 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; Josh Henderson, Recreation & Parks Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Angela Reece, Project and Facilities Manager. Attorney Craig Justus was also present.

Mayor Sobol led those in attendance in the pledge of allegiance and a moment of silence, then read the ethics statement. The Mayor stated he would like to hold a special meeting within the next two weeks to discuss recent Town financial statements.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Bill Hollingsed, Executive Director of the NC Association of Chiefs of Police, presented the Black Mountain Police Department with the NC Accreditation Award for Excellence in Policing which is awarded to police departments that meet or exceed state standards. Black Mountain Police Department was the first department to receive this award outside of the initial pilot program.

Proclamation in Memory of Former Mayor Chester Thomas “Tom” Sobol, Jr.- Vice Mayor Archie Pertiller read the proclamation in honor of former Black Mountain Mayor Tom Sobol, Jr.

3. CITIZEN COMMENTS

Lynn Swann, 101 S. Park Ln., thanked the Council for supporting the meal site funding and spoke on the meal sites and the paved path leading from the parking lot to Lakeview Center.

Dan Cordell, 18 Chestnut Lodge Rd., spoke on the agenda item about prohibiting unauthorized parking and potential lease agreement in Norfolk Southern Railroad right-of-way along Sutton Ave.

The Town Manager read an emailed statement from citizen Bill Christy.

4. **COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES**

Jessica Trotman, Assistant Town Manager, gave an update on the Ridgecrest Connector Potential Funding stating the Town had applied for Buncombe County's Passive Recreation grant program. The application for \$705,000 in construction dollars has been recommended for funding. County Commissioners will vote on item at their October 15, 2024 meeting. Other grants are pending.

5. **CONSENT AGENDA**

Town Manager Josh Harrold reviewed the consent agenda with the Town Council, noting one correction which is that item 5.10.C- Stormwater GIS Data Technical Support Services, would appropriate fund balance from the General Fund, not the Stormwater Fund as listed on the agenda. Council Member Doug Hay made a motion to approve the consent agenda as presented. A vote of 5-0 in favor.

A. Monthly Property Tax Collector Report – July 2024

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

Billed	\$ 5,282,413.94
Collected	\$ 51,257.18
Adjustments and Releases	\$ (54.52)
Outstanding real and personal property taxes	<u>\$ 5,231,102.24</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR	0.97%
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PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 560.15
Adjustments and Releases	

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

Ad Valorem	\$ 29.51
Motor Vehicle	\$ 59.82

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

B. Annual Property Tax Settlement and Order of Collection.

Council Member Doug Hay made a motion to approve the annual property tax settlement and the Order of Collection of Taxes. A vote of 5-0 in favor

Black Mountain

Fiscal Year 2024 Property Tax

Net Levy	Collected	Uncollected	Percent Collected
\$5,195,218.20	\$5,185,647.06	\$9,571.14	99.82%

Regular Levy Prior Year Collections in Fiscal Year 2024

Tax Year	Levy Due	Collected	Uncollected
2022	8,223.84	5,271.70	2,952.14
2021	3,817.53	1,403.89	2,413.64
2020	2,067.72	280.20	1,787.52
2019	803.27	141.98	661.29
2018	612.06	111.82	500.24
2017	275.19	9.83	265.36
2016	107.71	-	107.71
2015	153.35	-	153.35
2014	130.00	-	130.00
2013	426.24	-	426.24

Regular Levy 2024 Prepaid Amount Collected: \$ 2,023.29

Write Off Total (As of 07/10/2024)

2013 Regular Levy \$ 456.13

Write off total includes accrued interest.

Pursuant to NCGS § 105-321:

ORDER OF COLLECTION OF TAXES

State of North Carolina
Town of Black Mountain

To the Tax Collector of Town of Black Mountain and by delegated authority, the Tax Collector for Buncombe County:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Buncombe County Tax Department and the Information Technology Office and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Black Mountain, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. Tax records for the Town of Black Mountain are delivered to you for collection. You are further authorized to call upon the Sheriff to levy upon and sell personal property under execution for the payment of taxes.

Witness my hand and official seal, this 9th day of September, 2024

C. Consideration of Budget Amendments.

Council Member Doug Hay made a motion to approve the following budget amendments. A vote of 5-0 in favor.

1. **Lead and Copper Line Compliance Capital Project- \$510,000** (Appropriate Fund Balance of \$10,000 from the Water Fund; Accept Loan Funding of \$500,000 from BIL DWSRF LSLR State Revolving Fund.)
2. **Kiwanis Club Grant - \$2,000** (Recognize contribution grant from Kiwanis Club to be used within Police Dept. Community Outreach Fund.)
3. **Fire Department Motorola Radios- \$15,400** (Appropriated Fund Balance from the Fire Dept. for Motorola invoices that had not previously been submitted for payment from vendor within prior fiscal years.)
4. **Insurance Proceeds- Garage Door- \$12,490** (Recognize insurance proceeds to repair garage door at Public Works.)
5. **Acceptance of NC Chief of Police Grant- \$28,000** (Recognize performance and wellness grant from the NC Assoc. of Chiefs of Police to be used within Police Dept.)
6. **Insurance Proceeds- Parks & Recreation Van- \$1,539** (Recognize insurance proceeds to repair Parks & Recreation van.)
7. **Insurance Proceeds- Pool Storage Building- \$1,099** (Recognize insurance proceeds to repair pool storage building.)
8. **Insurance Proceeds- Police Dept. Dodge Durango Vehicle- \$35,448** (Recognize insurance proceeds to replace police vehicle.)
9. **Police Dept. Dodge Durango Vehicle Additional Funding- \$15,000** (Appropriate Fund Balance and transfer funding from Police Forfeiture Fund to supplement additional funding needed to replace Dodge Durango.)
10. **Stormwater GIS Data Technical Support Services- \$21,000** (Appropriate Fund Balance from the General Fund for GIS data technical services needed.)

11. Funding of Senior Dining Program- \$24,000 (Appropriate Fund Balance to provide funding for the Senior Meal Program at Lakeview Center through June 30, 2025.)

Adjustment Number	Summary	Description	Account Number	Account Name	Account Type	Amended Amount
BA25-0000023	Capital Project Fund acceptance of LSRL Loan	BAMEND - Transfer Funds for Closing Fees Lead and Copper Line Compliance Loan	450-8515-48590	Transfers In	Revenue	\$10,000.00
			600-0000-48900	Appropriated Fund Balance	Revenue	\$10,000.00
			600-7000-59510	Transfer Out	Expense	\$10,000.00
		BAMEND - Acceptance of Lead and Copper Line Compliance Loan	450-8515-48025	Debt Proceeds	Revenue	\$500,000.00
			450-8515-52015	Professional and Technical Services	Expense	\$510,000.00
BA25-0000024	Kiwanis Club Grant	Kiwanis Club grant for children and families within the area	235-0000-43400	Grant Revenues- Nongovernmental	Revenue	\$2,000.00
			235-4510-55023	Community Outreach/Public Relations Expense	Expense	\$2,000.00
BA25-0000025	Fire Department Motorola	Prior Year Outstanding Invoices received from Motorola	200-0000-48900	Appropriated Fund Balance	Revenue	\$15,400.00
			200-4520-52510	Non-Capital Equipment and Furniture	Expense	\$15,400.00
BA25-0000026	BAMEND - Garage Door Insurance Claim	Recognize Insurance Proceeds for Garage Door	100-0000-48010	Insurance Recovery Proceeds	Revenue	\$12,490.00
			100-4610-52310	R & M - Buildings	Expense	\$12,490.00
BA25-0000027	BAMEND - NC Chief of Police Grant	North Carolina Association of Chiefs of Police Performance and Wellness Grant Program	100-4510-43400	Grant Revenues- Nongovernmental	Revenue	\$28,000.00
			100-4510-52020	Contract Services	Expense	\$28,000.00
BA25-0000034	BAMEND - Insurance Proceeds	Budget Amendment Recognizing Insurance Claim Proceeds and Adopting Budget foRecreation Van Expense	100-0000-48010	Insurance Recovery Proceeds	Revenue	\$1,539.00
			100-4700-52316	R & M - Vehicle	Expense	\$1,539.00
BA25-0000038	BAMEND - Insurance Proceeds Pool Storage Bldg	Pool Storage Building Amendment Budget revenue from Insurance Claim proceeds and associated expenditure	100-0000-48010	Insurance Recovery Proceeds	Revenue	\$1,099.00
			100-4710-52310	R & M - Buildings	Expense	\$1,099.00
BA25-0000039	AMEND - PD Dodge Durango Insurance Proceeds	Budget Amendment to recognize insurance claims proceeds and associated expenses for PD Vehicle	100-0000-48010	Insurance Recovery Proceeds	Revenue	\$35,448.00
			100-4510-57410	Capital Outlay-Vehicles	Expense	\$35,448.00
BA25-0000040	BAMEND - Transfer Funds for PD Vehicle Replacement	Transfer funds from the PD Forfeiture Funds to supplement additional funding required to replace damaged vehicle	100-4510-57410	Capital Outlay-Vehicles	Expense	\$15,000.00
			100-7000-48590	Transfers In	Revenue	\$15,000.00
			230-4511-48900	Appropriated Fund Balance	Revenue	\$15,000.00
			230-4511-59510	Transfer Out	Expense	\$15,000.00
BA25-0000042	BAMEND - Stormwater GIS Data Technical Services	Amendment for Stormwater GIS Technical Support Services	100-0000-48900	Appropriated Fund Balance	Revenue	\$21,000.00
			630-5500-52015	Professional and Technical Services	Expense	\$21,000.00

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

**RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL
EXEMPTING ADDITIONAL PROFESSIONAL SERVICES FOR STORMWATER
INFRASTRUCTURE PLANNING FROM G.S. 143-64.31
AND APPROVING AGREEMENT WITH W.K. DICKSON TO PROVIDE
ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE TOWN OF
BLACK MOUNTAIN STORMWATER INFRASTRUCTURE PLANNING PROJECT**

Resolution #R-24-32

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the Town of Black Mountain wishes to contract for Professional Engineering services for additional services related to stormwater infrastructure planning to develop web-based GIS tools and to optimize existing software; and

WHEREAS, the Town's GIS data and stormwater geodatabases are being stored on servers belonging to Wildlands Engineering and Land of Sky Regional Council; and

WHEREAS, the additional services will assist the Town with meeting drinking water and/or wastewater and/or stormwater infrastructure needs; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, W.K. Dickson is the lead engineering firm based on the evaluations, staff is recommending that Town Council declare to be best qualified to provide these Professional Engineering Services; and

WHEREAS, a contract for Professional Engineering Services with W.K. Dickson has been presented to the Town Council for approval.

WHEREAS, the Town proposes to enter into one contract for additional professional design services with W.K. Dickson for work on [the Stormwater Infrastructure Planning Project]; and

WHEREAS, the fee for additional design services for the above-described project is \$21,000; and

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

1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.
2. The Town of Black Mountain accepts W.K. Dickson's proposal for additional professional engineering services for the Stormwater Infrastructure Planning Project in an amount not to exceed \$21,000.
3. The Town Manager and Town Attorney are authorized to negotiate and execute a final contract with W.K. Dickson on behalf of Town Council consistent with the terms of this Resolution.
4. This resolution shall be effective upon adoption.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on this 9th day of September 2024.

6) PUBLIC HEARING

A. Text Amendments to Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14, Table of Permitted Uses, and Chapter 5, Additional Use Standards for Specified Uses to Add Section 5.17 Mobile Retail Vendors. Jessica Trotman, Assistant Town Manager, gave a brief presentation of this item noting the types of retail included are vintage, antique and handmade (“artisanal”). This is consistent with mobile food vendors regulations, but no food can be sold under these regulations. Permits acquired are valid for one year from date of issuance. Jessica stated these mobile retail vendors must be mobile in some capacity, explaining they cannot be set up in residential areas or driveways. Jessica also reviewed operating location and requirements, and site maintenance. The Planning Board has reviewed and provided the proposed amendments for the Council to consider. Vice Mayor Archie Pertiller made a motion to open the public hearing. A vote of 5-0 in favor. The time was 6:37 p.m. No public comments were made. Vice Mayor Archie Pertiller then made a motion to close the public hearing. A vote of 5-0 in favor.

Council members then had a discussion about the proposed amendments and had several questions. Council Member Alice Berry made a motion to re-open the public hearing for further discussion so that the applicant could speak. A vote of 5-0 in favor. The time was 6:45 p.m. Cassie LaCourse, an owner of a mobile retail business, spoke to the Council regarding questions on generators and operational items. Council Member Alice Berry made a motion to close the public hearing. A vote of 5-0 in favor. The time was 6:50 p.m.

Mayor Sobol made a suggestion of setting a maximum decibel level if generators were to be used by these vendors. After some further discussion, Town Attorney Craig Justus recommended the town approve the item with no generators to be allowed as part of the text. The Town Attorney also advised the Council on hours of operation for mobile retail vendors and suggested 6am-10pm.

The Council was in consensus to add two provisions to the proposed text amendment ordinance under Ch. 5, Section 5.17.B: Operating Location and Requirements, as a new subsection (9) and (10). Addressing no generators and the permitted hours of operation shall be 6am-10pm daily.

With no further discussion, Vice Mayor Archie Pertiller made a motion to approve the following ordinance, that the proposed changes are consistent with the comprehensive plan, current state regulations, and find that these recommendations promote the general safety and welfare of the community and are in keeping with good zoning practice. A vote of 5-0 in favor.

AN ORDINANCE TO AMEND CHAPTER 4, USES, CHAPTER 4, 4.17.14, TABLE OF PERMITTED USES, AND CHAPTER 5, SECTION 5.17 OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD TEXT FOR MOBILE RETAIL VENDORS

ORDINANCE #O-24-14

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 September 9, 2024, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, BE IT RESOLVED that Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14 and Chapter 5, Section 5.17, 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, <u>mobile retail vendors***</u> , 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 limit of mobile retail vendors allowed in the district.**

Section 4.7.14. Table of Permitted Uses

Category	Use	CR-1	SR-2	TR-4	UR-8	NMU-8	OI-6	CBD	HB-8	LI-8	HI-0
Commercial	<u>Mobile Retail Vendor</u>					<u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Chapter 5

Section 5.17 Mobile Retail Vendors

A. Temporary Use Permit Required

1. **Any mobile retail vendor operating in the Town of Black Mountain must obtain a permit issued by the Zoning Administrator.**
2. **The vendor will submit an application to the Planning and Development Department, which shall include a site plan showing the location or locations where the mobile retail vendor will operate and demonstrate that all requirements of this ordinance can be met while operating at each location.**
3. **The vendor will only operate at those locations specified in the permit.**
4. **A permit will be valid for a period of one year from the date of issuance.**

B. Operating Location and Requirements

1. Mobile retail vendors will operate only on private non-residential property with permission of the owner. No mobile retail vendors will operate on a public street, sidewalk, or right-of-way.
2. Mobile retail vendors will be allowed as a primary use or secondary use.
3. Mobile retail vendors will comply with the setback requirements for the zoning district in which the vendor is operating and, for purposes of setback regulations, will be treated as a building or structure. No mobile retail vendor will be parked closer than ten feet from a structure or other mobile retail vendor.
4. Each mobile retail vendor will have sufficient space to maneuver onto the lot and to allow for safe access by pedestrians and emergency response vehicles.
5. Sight triangles must be maintained to ensure visibility (see Section 4.4.6).
6. At least one onsite parking space per mobile retail vendor is required, except that no onsite parking will be required for a mobile retail vendor operating in the central business district. Allocation of parking spaces to the mobile retail vendor must not reduce available parking for other uses such that those uses would no longer meet minimum parking requirements.
7. Signage.
 - a. Cantilevered ground sign that has a pole with a maximum height of six feet, and with a sign that has a maximum square footage of five square feet will be allowed.
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.
9. Use of generators by mobile retail vendors is prohibited.
10. Hours of Operation.
 - a. Mobile retail vendors may operate between the hours of 6:00 a.m. and 10:00 p.m. daily.

C. Site Maintenance

1. Mobile retail vendors will remove trash and litter from the site each day and as needed. Mobile retail vendors must maintain the cleanliness of the site.
2. No temporary toilet facilities will be allowed.
3. No permanent water or sewer connections will be allowed.
4. All temporary signs, seating, and merchandise must be removed and/or brought into the mobile unit during non-operating hours.

D. Special Events

1. These regulations do not apply to mobile retail vendors operating solely as part of a special event for which a permit has been issued by the Town of Black Mountain, or as part of a non-commercial, private event on private property when the event is non-recurring and of a temporary duration.

READ, APPROVED AND ADOPTED, by a vote of **5 to 0** on this the 9th day of September 2024.

7) CITIZEN COMMENTS- *none.*

8) UNFINISHED BUSINESS- *none.*

9) NEW BUSINESS

A. Consideration of Shared Parking Agreement with Black Mountain Primary School (301 E. State St.). Assistant Town Manager Jessica Trotman stated this agreement is with the Black Mountain Primary School and would utilize an estimated thirty-eight parking spaces when school is not in session, to assist with public parking needs. The agreement will be for an initial term of two (2) years, with a renewable option. Council Member Doug Hay made a motion to approve the parking agreement as presented. A vote of 5-0 in favor.

SHARED PARKING AGREEMENT

This Shared Parking Agreement (“Agreement”) dated September 5, 2024, is between the Buncombe County Board of Education (“Buncombe County Schools”), and the Town of Black Mountain (the “Town”). The parties are referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Buncombe County Schools is the owner of the certain parking facilities (the “Parking Facilities”) located at 301 E State Street, bearing PIN #0619-47-2269.00000 (“Property”); and

WHEREAS, the Town desires to utilize an estimated thirty-eight parking spaces of Buncombe County Schools for shared parking in the Parking Facilities identified on Exhibit “A” attached hereto and Buncombe County Schools desires to permit the Town to utilize its Parking Facilities in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this instrument and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, declarations, covenants and restrictions are made:

1. LICENSE FOR PARKING

Buncombe County Schools hereby licenses to Town, its employees, clients, contractors, vendors, guests, tenants, general public, or other invitees, the non-exclusive right to use the Parking Facilities for public parking purposes and grants the right for ingress and egress to and from the Parking Facilities over the Property subject to the terms and conditions herein.

Buncombe County Schools will make the Parking Facilities available to Town for Town's non-exclusive use for authorized purposes only.

The Parking Facilities shall be available for public parking Monday through Sunday except when parking is needed by Buncombe County Schools for its own operations. Parking will not be permitted on Monday through Friday from 12:00 a.m. to 5:00 p.m. Buncombe County Schools reserves the right to restrict parking at any time, without notice, provided that proper signage is posted by Buncombe County Schools at a suitable location to notify the public.

2. PARTIES INVOLVED

- I. The Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Jessica Trotman, Assistant Town Manager
828-419-9370
Jessica.trotman@tobm.org
- II. Buncombe County Schools Main Office
175 Bingham Road, Asheville, NC 28806
Clark Wyatt, Director of Facilities and Maintenance
828-232-4424

3. LICENSE TERM

The term of this Agreement shall commence on September 5, 2024, and thereafter continue for an initial term of two (2) years; provided, however, that this Agreement shall terminate during the initial term or any extension thereof if Buncombe County Schools sells or leases the Property. After the initial term, the term of this Agreement shall automatically renew for additional two (2) year terms unless and until either Party elects to terminate this Agreement as provided in Section 15 of this Agreement.

4. MAINTENANCE

In consideration of the right to use the Parking Facilities to provide public parking, the Town may provide, as it determines reasonably necessary, asphalt repair work, striping, seal coating, and snow removal.

Town shall provide waste cans and waste removal services as appropriate to the Parking Facilities.

Except as otherwise expressly set forth herein, Buncombe County Schools shall remain responsible for repairs and maintenance of the Parking Facilities, provided however, that should the Town cause any damage beyond normal wear and tear to the Parking Facilities, the Town will be responsible for necessary repairs.

Should Buncombe County Schools desire Town to provide maintenance to the Parking Facilities, Buncombe County Schools must submit a written request with a clear and concise statement as to the reason for the request. Such request shall be taken to the Town Council of the Town of

Black Mountain who will accept or deny the request. If accepted, the Town shall perform maintenance and repairs in a workmanlike manner to a standard similar in quality to other public parking areas.

5. SIGNAGE

Except as otherwise expressly set forth herein, the Town shall provide signage, mutually agreed upon by the Parties, designating permissible public parking hours.

Both Parties will coordinate to inform the community about this agreement through their respective communication channels.

6. ENFORCEMENT

The Parties each reserve the right to tow, at the expense of the vehicle owners, vehicles improperly parked or abandoned. All enforcement shall be coordinated with the Black Mountain Police Department.

7. COOPERATION

The Parties agree to cooperate to the best of their abilities to mutually use the Parking Facilities without disrupting the other Party. The Parties agree to meet on occasion to work through any problems that may arise with the shared use. If there is a conflict between the needs of the Parties as priority of use, Buncombe County Schools' needs shall prevail if a solution cannot be agreed upon by the Parties.

8. SUPERVISION

Neither Party is responsible for providing supervision or management of the Parking Facilities, except that Buncombe County Schools will be responsible for providing necessary signage or other notice when the Parking Facilities are to be used by Buncombe County Schools and closed to the public.

9. INDEMNIFICATION

The Town shall assume liability for any damages or incidents occurring during the public use of the Parking Facilities related to its own negligence. Buncombe County Schools make this Parking Facility available for public use in accordance with this Shared Parking Agreement, pursuant to N.C.G.S. 115C-524(c) and (d).

The Town will provide adequate security measures, including regular patrols during the designated public use times.

The indemnity obligations under this Section shall survive termination of this Agreement.

10. NOTICE

All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand or United States mail. Notices shall be treated as if given when delivered. All notices shall be addressed as follows:

If to Town: Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

If to Buncombe County Schools: Buncombe County Board of Education
175 Bingham Road
Asheville, NC 28806

11. MODIFICATION

This agreement contains the entire agreement between the Parties relating to the shared use of the Parking Facilities and neither Party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be modified except by written agreement executed by both Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. SEVERABILITY

If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, in the manner and to the fullest extent permitted by law.

13. CONSTRUCTION AND EXCLUSIVE JURISDICTION

This Agreement shall be construed, and the rights and duties of the Parties hereto determined, in accordance with the laws of the State of North Carolina. The Parties to this Agreement agree that any dispute arising under this Agreement, including any dispute relating to any claim, shall be resolved in a proceeding in Buncombe County Court of General Jurisdiction in the State of North Carolina, and the Parties hereby consent to the exclusive jurisdiction of such state court to decide any such dispute.

14. MULTIPLE COUNTERPARTS

This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a complete, fully executed Agreement.

15. TERMINATION

Either party shall have the right to terminate this Agreement with or without cause by giving the other Party not less than 60 days prior written notice. If Buncombe County Schools transfers ownership or if part or all of the Parking Facilities are condemned, this Agreement will terminate automatically, and Town shall have 60 days within which to remove its signage. If access to the Parking Facilities is changed or limited, the Town shall have the authority to terminate this Agreement by giving Buncombe County Schools not less than 7 days prior written notice.

IN WITNESS THEREOF, the Parties have executed this Agreement as of September 5, 2024.

B. Update & Consideration of Lead and Copper Service Lines Compliance Capital Project Ordinance and Resolution Accepting Funding from NC Drinking Water State Revolving Fund (DWSRF) Loan Program. Assistant Town Manager Jessica Trotman gave a presentation to Council. This agenda item is to consider the creation of a new Capital Project Ordinance for the Lead and Copper Service Lines Compliance, and the Acceptance of Funding from The State Water Infrastructure Authority (SWIA) that has offered funding through the Bipartisan Infrastructure Law (BIL) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Funds.

The U. S. Environmental Protection Agency (EPA) established the Lead and Copper Rule (LCR) in 1991 to address corrosion issues and the health effects of lead in drinking water.

EPA released the final revisions to the LCR and published its Lead and Copper Rule Revisions (LCRR) that became effective on December 16, 2021. For LCRR compliance, by October 16, 2024, all water systems throughout the country must prepare and maintain an inventory of both public and private side service line materials, provide a map of the inventory on a public-facing website, and develop a lead service line replacement plan.

Pursuant to the United States Environmental Protection Agency (EPA) Revised Lead and Copper Rule, all water service connections to a water system must be inspected and inventoried by October of 2024. The service line replacement plan will not be known until after the water service line inventory is completed, which is due prior to the October 2024 deadline. To date, the Town has completed the following:

- Inventory development, data review, map creation, website, workshops, mailers, surveys, replacement plan drafted, administration requirements and development of management systems.
 - Approximately 25% of service lines are known. None of these lines will require replacement. How many of the remaining 75% will need to be replaced is not known.
- McGill estimates this work has contributed an avoided cost of about \$100,000 in consulting fees.
- Applied to DIW for funding for inventory.
- Received \$500,000 (0% interest) loan for inventory compliance.
- Drafted scope of work for funding as required and submitted to NC Division of Water Infrastructure (DWI).

Until the Town-wide inventory is complete, the full financial impact is not known. It is, however, anticipated that there will be a significant financial impact over the next decade as we work to meet the EPA's regulations and ensure the protection of our community from the risks of lead exposure.

To offset this financial impact on the Citizens within the Town of Black Mountain, Staff has proactively applied for grants and low-cost funding through the Drinking Water State Revolving Fund (DWSRF) via the Bipartisan Infrastructure Law (BIL) legislation. The Town of Black Mountain is eligible to receive a total funding amount of \$500,000 from BIL DWSRF LSLR

Funds. One Hundred Percent (100%) of the DWSRF BIL LSLR Loan will be repayable at 0% interest. This loan will require a closing fee equal to 2% of the total award, or \$10,000, this Supplemental funding will be transferred from the Water Fund. The loan term will be thirty (30) years.

With no further discussion, Council Member Ryan Stone made a motion to approve the following Capital Project Fund Ordinance as presented:

**TOWN OF BLACK MOUNTAIN LEAD
AND COPPER SERVICE LINES COMPLIANCE
CAPITAL PROJECT FUND ORDINANCE**

Ordinance No.: O-24-13

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

Section 1. Project Defined

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

Section 2. Project Authorization

The project authorized is Lead and Copper Service Lines Compliance. This project includes, but is not limited to the execution, acquisition, construction, and installation required by the EPA Revised Lead and Copper Rule.

Section 4. Directives

The officers of the Town of Black Mountain are hereby directed to proceed with the capital project within the terms and budget contained herein, as approved by the Governing Board of the Town of Black Mountain. The Town Manager is hereby directed to act on behalf of the Town Council in all matters associated with the project within the terms of all contracts, agreements, and legal requirements binding on the project and within limits of the funds appropriated

Section 5. Revenues

The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
<u>Revenue Type</u>	<u>Anticipated Revenues</u>
	\$10,000.00
Appropriated Fund Balance	\$500,000.00

Debt Proceeds

Total Funds

\$510,000.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

Budgeted Expenditures

Expense Type

Anticipated Expenditures

Loan Closing Fee \$10,000.00

Lead and Copper Service Line Inventory \$500,000.00

Total Expenditures \$510,000.00

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 September 2024.

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

RESOLUTION ACCEPTANCE OF FUNDING FROM THE NORTH CAROLINA DRINKING WATER STATE REVOLVING LOAN PROGRAM

Resolution R-24-31

WHEREAS, The Town of Black Mountain has need for and intends to construct, plan for, or conduct a study in a project described as Lead and Copper Service Lines Compliance; and

WHEREAS, The Town of Black Mountain's requested, State loan and/or grant assistance for the Lead and Copper Service Lines Compliance Project, has been approved by The North Carolina Department of Environmental Quality, Division of Water Infrastructure; and

WHEREAS, The State Water Infrastructure Authority (SWIA) has offered funding through the Bipartisan Infrastructure Law (BIL) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Funds; and

WHEREAS, The Town of Black Mountain is eligible to receive a total funding amount of \$500,000 from BIL DWSRF LSLR Funds; Hundred Percent of the DWSRF BIL LSLR Loan will be repayable at 0% interest; and

WHEREAS, BIL DWSRF LSLR Funds are contingent on the Division of Water Infrastructure's receipt of the LSLR funds from the US EPA

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 BIL DWSRF LSLR loan in the amount of \$500,000.
2. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
4. That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Black Mountain to make a scheduled repayment of the loan, to withhold from the Town of Black Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
5. 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

6. 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 study of or construction of the project described above.
7. 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.
8. 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 September 2024.

C. Discussion of Broadway Street Parking. Assistant Town Manager Jessica Trotman stated the angled parking along Broadway Street causes sight visibility issues and causes vehicles to cross the double-yellow line when large vehicles and trucks are parked in those parking spaces. Changing these spaces to parallel parking will result in an estimated loss of 8 parking spaces (20 to 12). Additional analysis is recommended before making a decision. Staff would like direction from Council on whether there is interest in making this change. If so, a full report will be presented at an upcoming meeting. *There was consensus among the Council to move forward with this item. No formal vote was taken.*

Consideration of Installing a Three-Way Stop at Intersection of Sutton Avenue and Richardson Boulevard. Assistant Town Manager Jessica Trotman stated a traffic study was conducted to evaluate the need for a three-way stop at the intersection of Richardson Boulevard and Sutton Avenue, due to increased vehicle and pedestrian traffic in the area. The study concluded that a three-way stop is reasonable and will significantly enhance safety, particularly for vehicles turning left or right onto Sutton Avenue from Richardson Boulevard. The Active Mobility Commission reviewed the study's findings and voted at their August 20, 2024 meeting to recommend the installation of the three-way stop at this intersection. It was stated a three-way stop at this intersection had been there previously. *After a brief discussion, Council Member Ryan Stone made a motion to approve the installation of a three-way stop at the intersection of Sutton Avenue and Richardson Boulevard as presented. A vote of 5-0 in favor. *Traffic analysis study is included within the agenda packet.*

Council Member Doug Hay stated he would like the Council to move forward on exploring Ridgeway Avenue becoming a one-way street for safety. This would be brought forward at an upcoming meeting.

D. Discussion of Prohibiting Unauthorized Parking and Potential Lease Agreement in the Norfolk Southern Railroad Right-of-Way along Sutton Avenue. The Town has identified an area of concern on Sutton Avenue near the railroad tracks, where there is a strip of grass and gravel within the Norfolk Southern Railroad right-of-way. Currently, this area is being used for parking, despite it being unauthorized. This unauthorized parking has contributed to unsafe traffic conditions in the vicinity. In response, Town staff consulted with a traffic engineer to assess the situation and provide recommendations to improve safety. The traffic engineer has provided two potential solutions:

1. **Prohibit Unauthorized Parking:** Install appropriate signage to clearly indicate that parking in this area is not allowed. Additionally, a low-impact physical barrier could be installed to further discourage unauthorized parking and improve safety.
2. **Pursue a Lease Agreement with Norfolk Southern:** Explore the possibility of entering into a lease agreement with Norfolk Southern Railroad to formalize the use of this area for parking. If an agreement is reached, parallel parking spaces could be installed, similar to those on the east end of Sutton Avenue, thereby providing authorized and safe parking options.

Discussion ensued among Council Members. Council Member Doug Hay suggested the Town reach out to Norfolk Southern before posting the “no parking” signs. There was a consensus among Council to proceed with the suggestion. No formal vote was taken.

10) COMMUNICATION. Town Manager Josh Harrold read a statement recognizing Town Clerk Wesley Barker on earning his NC Certified Municipal Clerk designation with the NC Association of Municipal Clerks.

11) COMMUNICATION FROM MAYOR AND TOWN COUNCIL. Council Member Pam

Town of Black Mountain Property Tax Rates

per \$100 assessed property value

Fiscal Year	Rate	Fiscal Year	Rate	Fiscal Year	Rate	Fiscal Year	Rate	Fiscal Year	Rate
20-21	\$.333	21-22	\$.306	22-23	\$.306	23-24	\$.321	24-25	\$.321
15-16	\$.375	16-17	\$.375	17-18	\$.333	18-19	\$.333	19-20	\$.333
10-11	\$.365	11-12	\$.365	12-13	\$.365	13-14	\$.375	14-15	\$.375
05-06	\$.385	06-07	\$.320	07-08	\$.320	08-09	\$.320	09-10	\$.320

King made some comments on the Town's tax rates and provided the following chart, requesting it be added into the minutes:

Council Member Ryan Stone brought up the special meeting item mentioned by Mayor Sobol at the beginning of the meeting concerning Town financial updates and audits. Due to scheduling needs, it was decided the Town Council members would be polled on when to have special meeting to ensure a quorum would be present.

12) CLOSED SESSION- § 143-318.11 (a)(3)- to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Council Member Ryan Stone made a motion for the Council to enter closed session pursuant to NCGS 143-318.11 (a)(3). A vote of 5-0 in favor. The time was 7:52 p.m.

13) ADJOURNMENT- *Town Council returned to open session from closed session at 8:08 p.m. With no further business to be discussed, Mayor Sobol adjourned at 8:08 p.m.*

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 7, 2024 | Emergency Called Town Council Meeting Minutes | Time: 3:30 P.M.

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

**Emergency meeting of the Town Council due to ongoing State of Emergency from Hurricane Helene*

The Black Mountain Town Council held an Emergency Called Meeting on Monday, October 7, 2024 at Town Hall, 160 Midland Avenue, Black Mountain, NC 28711. The purpose of this meeting was due to Hurricane Helene recovery efforts.

Mayor C. Michael Sobol called the meeting to order at 3:30 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.

Several staff members and members of the public were also in attendance.

Consideration of Resolution Amending Administrative Policies and Invoking Emergency Exception for Emergency Purchases during Federally, State, and Locally State of Emergency Disaster Declaration

The purpose of this resolution was to ensure that the Town of Black Mountain continues to function and provide resources needed within a Federal, State, or Local State of Emergency. This resolution is an amendment to solicitation requirements, purchase order thresholds, contracts and agreements authority, utility billing due date and disconnection date.

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

RESOLUTION AMENDING ADMINISTRATIVE POLICIES AND INVOKING EMERGENCY EXCEPTION FOR EMERGENCY PURCHASES DURING FEDERALLY, STATE, AND LOCALLY STATE OF EMERGENCY DISASTER DECLARATION

Resolution # R-24-34

WHEREAS, North Carolina General Statutes § 143-129 allows for exceptions to the general statutory requirement for competitive solicitations in “cases of special emergency involving the health and safety of the people or their property;” and

WHEREAS, Section 5.2 (Emergency Purchases) of the Town Procurement Policy, allows exceptions to the general requirement for competitive solicitations and procurement of supplies or services whose immediate procurement is essential to prevent delays in work which may affect the life, health, or safety of the Town of Black Mountain employees or citizens; and

WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order No. 315 which declared a State of Emergency in North Carolina anticipating the impacts from Helene; and

WHEREAS, on September 28, 2024, President Joseph R. Biden Jr., approved Governor Roy Cooper's expedited request declaring a Federal Major Disaster Declaration for the state of North Carolina due to Tropical Storm Helene, in order to protect the health, safety, and well-being of all people within multiple municipalities within Western North Carolina;

WHEREAS, on September 30, 2024, a State of Emergency was declared in the Town of Black Mountain by Mayor C. Michael Sobol due to the impacts of Hurricane Helene; and

WHEREAS, FEMA-4827-DR, North Carolina Disaster Declaration as of September 28, 2024, defines the Incident Period as September 25, 2024 and continuing; and

WHEREAS, FEMA's Office of Response and Recovery has determined that with the President's Emergency Declaration, exigent and emergency circumstances currently exist; and

WHEREAS, local, state and federal action in response to the Tropical Storm Helene emergency continues to be present, immediate and existing and requires using the exception to North Carolina's public bidding laws to expeditiously procure goods, construction, and repair services to mitigate impacts on the health and safety of residents, and assist employees of the Town of Black Mountain to deliver necessary government services and secure necessary resources to address threats to public life, health, and safety.

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

1. Authorizes the Town Manager and his designees to procure goods and services under the emergency exception to the public bidding laws, G.S. 143-129(e)(2), and Section 5.2 of the Town Procurement Policy without following the formal solicitation requirements to address and mitigate the Town's procurement needs in response to the Emergency Declaration for Tropical Storm Helene for the duration of the special emergency affecting the public life, health, and safety as determined by FEMA, the North Carolina Governor's declaration of a State of Emergency and the local declarations of state of emergency for so long as the emergency continues to be present, immediate and existing; and
2. During any Federally, State, or Locally declared State of Emergency that is applicable with the Town of Black Mountain, the Town Manager shall have the authority to enter into any contract or agreement on behalf of the Town of Black Mountain reasonably required to provide for the restoration or continuation of Town services during the state of Emergency, in consultation with the Town Attorney; provided however that any such contract or agreement entered into by the Town Manager pursuant to the authority of this paragraph which require the approval of Town Council shall be presented back to the Council for ratification as soon as is reasonably practicable. The Town shall indemnify and hold harmless the Town Manager and the Town Attorney for actions pursuant to the authority of this paragraph; and

3. During any Federally, State, or Locally declared State of Emergency that is applicable with the Town of Black Mountain, the Town Manager shall have the authority to temporarily increase the Town's purchase order threshold to \$5,000. The Town Manager shall have the authority to authorize said purchases and authorize a manual purchase order under extenuation circumstances when the normal purchase order process is unavailable due to the emergency; and

4. During any Federally, State, or Locally declared State of Emergency that is applicable with the Town of Black Mountain, the Town Manager shall have the authority to amend the normal utility billing due date and disconnection date whenever the utility system has been impacted during the emergency; and

5. Makes this determination retroactive to the beginning of the federal declarations of the incident period beginning September 25, 2024 through the present.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on this 7th day of October, 2024.

Resolution Authorizing Increase in Micro-Purchase Threshold

Purchases by non- Federal entities (state and local governments) made with Federal funds must follow the competitive procurement standards set by the Federal Uniform Guidance regulations unless the amount of the purchase is below the micro-purchase threshold. The Federal micro-purchase threshold is currently \$10,000 which means that the Town does not have to solicit competitive bids or quotes for purchases under \$10,000 if the Town deems the price to be "reasonable based on research, experience, price history or other information and is filed accordingly."

In 2020, the U. S. Government revised the Federal Uniform Guidance to allow local governments to increase the micro-purchase threshold to a threshold up to \$50,000 which is the State's threshold for non- Federal purchases. Pursuant to the annual adoption of the attached resolution, the Town can now increase the Federal micro-purchase threshold from \$10,000 to the stated amounts below:

- \$30,000 for the purchase of "apparatus, supplies, materials, or equipment"
- \$30,000 for the purchase of "construction or repair work"
- \$50,000 for the purchase of services not subject to competitive bidding under North Carolina law.
- \$50,000 for the purchase of architectural, engineering, and surveying services (subject to the " Mini- Brooks Act") where the Town has exercised, in writing, an exemption to the Mini- Brooks Act for a particular project.

Increasing the micro-purchase threshold to mirror North Carolina purchasing laws will provide consistency as the Town expends Federal funds. Federal law requires that the Town adopt an annual resolution to remain in compliance with the higher micro-purchase for spending Federal

funds. Staff plans to include this resolution as part of the annual Budget Ordinance for each future year.

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

**RESOLUTION
AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLDS**

Resolution # R-24-33

WHEREAS, from time to time, the Town of Black Mountain purchases goods and services using federal funding subject to the procurement standards in [2 C.F.R. Part 200, Subpart D](#); and

WHEREAS, the Town of Black Mountain's procurement of such goods and services is subject to the Purchasing and Procurement Policy, as most recently amended on September 13, 2021 effective as of September 13, 2021; and

WHEREAS, the Town of Black Mountain is a non-Federal entity under the definition set forth in [2 C.F.R. § 200.1](#); and

WHEREAS, pursuant to [2 C.F.R. 200.320\(a\)\(1\)\(ii\)](#), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files accordingly; and

WHEREAS, pursuant to [2 C.F.R. 200.320\(a\)\(1\)\(iii\)](#), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

WHEREAS, pursuant to [2 C.F.R. § 200.320\(a\)\(1\)\(iv\)](#), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with [2 C.F.R. § 200.334](#); and

WHEREAS, pursuant to [2 C.F.R. § 200.320\(a\)\(1\)\(iv\)](#), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law"; and

WHEREAS, [G.S. 143-129\(a\)](#) and [G.S. 143-131\(a\)](#) require the Town of Black Mountain to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than \$30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to \$30,000; and

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "[Mini-Brooks Act](#)"); and

WHEREAS, [G.S. 143-64.32](#) permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed \$50,000; and

WHEREAS, pursuant to [2 C.F.R. 200.320\(a\)\(1\)\(iv\)](#), the Council of the Town of Black Mountain now desires to adopt higher micro-purchase thresholds than those identified in [48 C.F.R. § 2.101](#).

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

Section 1. In accordance with [2 C.F.R. § 200.320\(a\)\(1\)\(iv\)](#) and the applicable provisions of North Carolina law, the Town of Black Mountain hereby self-certifies the following micro-purchase thresholds, each of which is a “higher threshold consistent with State law” under [2 C.F.R. § 200.320\(a\)\(1\)\(iv\)\(C\)](#) for the reasons set forth in the recitals to this resolution:

- A. \$30,000, for the purchase of “apparatus, supplies, materials, or equipment”; and
- B. \$30,000, for the purchase of “construction or repair work”; and
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the Unit has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to [G.S. 143-64.32](#). If the exemption is not authorized, the micro-purchase threshold shall be \$10,000.

Section 2. The self-certification made herein shall be effective as of the date hereof and shall be applicable until the June 30, 2025 but shall not be applicable to Federal financial assistance awards issued prior to July 1, 2024, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 ([Pub. L. 116-136](#)).

Section 3. In the event that the Town of Black Mountain receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the Unit shall comply with the more restrictive threshold when expending such funds.

Section 4. The Unit shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with [2 C.F.R. § 200.334](#).

Section 5. The Finance Director and the Town Manager of the Town of Black Mountain is hereby authorized, individually, and collectively, to revise the Purchasing Policy of the Town of Black Mountain to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

Duly adopted by the Town Council of Black Mountain on this the 7th day of October 2024.

Hurricane Helene Grant Project Ordinance and Budget Amendments

This agenda item is to consider the creation of a new Grant Project Ordinance and budget amendment for Hurricane Helene. The Town of Black Mountain is included in FEMA-4827-DR,

North Carolina Disaster Declaration. Initial funding for this Grant project must come from the Town's General Fund Balance. Authorization of this project and applicable budget amendment will result in the Town's fund balance falling below the 30% fund balance requirement set forth within the Town's Fund Balance Policy. The fund balance will be restored to its policy requirements with the Ad Valorem revenues received from Buncombe County for September and October collections. General Funds not needed due to other funding sources will be returned to the general fund. The Finance Department requests to appropriate \$2,000,000 of revenue from the from the general fund balance. Staff recommends approving the grant project ordinance and budget amendment as presented and recommended.

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

Town of Black Mountain Hurricane Helene Grant Project Ordinance

Ordinance: O-24-15

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

Section 1. Project Defined

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

Section 2. Project Authorization

The project authorized is 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.

Initial Funding for this project will need to be provided by a budget amendment from the General Fund Balance. Authorization of this project and applicable budget amendment

will result in the Town's fund balance falling below the 30% fund balance requirement set forth within the Town's Fund Balance Policy.

The fund balance will be restored to its policy requirements with the Ad Valorem revenues received from Buncombe County for September and October collections. General Funds not needed due to other funding sources will be returned to the general fund.

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	
Revenue Type	Anticipated Revenues
Transfer In	\$2,000,000.00
Total Funds	\$2,000,000.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
Expense Type	Anticipated Expenditures
Salaries	\$500,000.00
Contract Services	\$1,300,000.00
Emergency Preparedness	\$200,000
Total Expenditures	\$2,000,000.00

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 7th day of October 2024.

TOWN OF BLACK MOUNTAIN BUDGET AMENDMENT REPORT						
BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.						
Adjustment Number	Summary	Description	Account Number	Account Name	Account Type	Amended Amount
BA25-000054	BAMEND - Hurricane Helene Grant Project	Transfer Fund Balance to Hurricane Helene	100-0000-48900	Appropriated Fund Balance	Revenue	-\$2,000,000.00
			100-7000-59510	Transfer Out	Expense	\$2,000,000.00
			425-8806-55021	Emergency Disaster Preparedness Expense	Expense	\$200,000.00
			425-8806-52020	Contract Services	Expense	\$1,300,000.00
			425-8806-50102	Salaries - Overtime	Expense	\$500,000.00
			425-8806-48590	Transfers In	Revenue	-\$2,000,000.00

Budget Amendment to Appropriate Fund Balance from General Fund for Replacement of Revenue Loss from Suspension of Building Permits and Fees through June 30, 2025.

The purpose of this item is to appropriate Fund Balance from the General Fund for replacement of revenue loss from suspension of building permits and fees in the amount of \$173,000.

Vice Mayor Archie Pertiller made a motion to approve the budget amendment as presented. A vote of 5-0 in favor.

TOWN OF BLACK MOUNTAIN BUDGET AMENDMENT REPORT						
BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.						
Adjustment Number	Summary	Description	Account Number	Account Name	Account Type	Amended Amount
BA25-000055	BAMEND - Suspend Permits and Fees	Appropriate Fund Balance for Additional Funding needed for the suspension of permits and fees for the remainder of the fiscal year	100-0000-48900	Appropriated Fund Balance	Revenue	-\$173,000.00
			100-7000-59510	Transfer Out	Expense	\$173,000.00
			210-4810-44410	Permits and Fees	Revenue	\$173,000.00
			210-7000-48590	Transfers In	Revenue	-\$173,000.00

Resolution Ratifying and Authorizing Execution of a Revision to the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement

Since it is not financially feasible for a local government to own, maintain and staff all of the resources that might be needed to respond to significant emergencies or disasters, local government leaders, the N.C. League of Municipalities, the N.C. Association of County Commissioners, and the N.C. Division of Emergency Management developed a model mutual aid and assistance agreement for statewide use. The mutual aid system is available on a voluntarily basis, which cities and counties may choose to join. The benefit of joining is having access to all of North Carolina's response capability, without incurring the costs to purchase or maintain an inventory of underused resources.

Every county in North Carolina and the Eastern Band of Cherokee Indians are signatories to the existing statewide agreement. The North Carolina Division of Emergency Management has

requested that all parties that are signatories to the existing agreement execute the 2023 revised version to reestablish a statewide standard for requesting or providing mutual aid assistance.

The agreement is modified from time to time. While there is no schedule for updates, it can be anticipated that after significant events, disasters, or changes in law, the agreement will be updated and future requests for approval will be made to the Board.

Council Member Doug Hay made a motion to approve the mutual aid agreement. A vote of 5-0 in favor. A copy of the mutual aid agreement is attached at the end of these minutes as "Appendix A."

NC Water and Wastewater Agency Response Network Mutual Aid & Assistance Agreement for Water and Wastewater Utilities (NC WaterWARN)

This Agreement is made and entered into by public and private Water and Wastewater Utilities in North Carolina that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

This Agreement is authorized under Section 160A-318 of the North Carolina General Statutes which provides that public and private Water and Wastewater Utilities may contract with each other to provide mutual aid and assistance in restoring water and sewer in the event of natural disasters or other emergencies.

Vice Mayor Archie Pertiller made a motion to approve the mutual aid and assistance agreement as presented. A vote of 5-0 in favor. A copy of the mutual aid agreement is attached at the end of these minutes as "Appendix B."

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 4:30 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Attachments: Appendix A & B

2023 STATEWIDE MUTUAL AID AGREEMENT

FOR THE CITY/COUNTY/TOWN OF BLACK MOUNTAIN

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters.

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery.

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1) the North Carolina Division of Emergency Management is delegated the powers and duties from the Governor and Secretary of Public Safety to coordinate the activities of all State agencies for emergency management within the State;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times.

THEREFORE, pursuant to G.S. 166A-19.72 and Article 20 of Chapter 160A, these entities agree to enter into this Agreement for reciprocal emergency management aid and

2023 STATEWIDE MUTUAL AID AGREEMENT

assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" include personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident or which may be otherwise be defined in G.S. § 166A-19.3(6).

"Emergency Area" The geographical area covered by a state of emergency.

"Incident" means an occurrence, natural or manmade, that necessitates a response to protect life or property. In this Agreement, the word "incident" includes planned events as well as emergencies and/or disasters of all kinds and sizes.

"Local Emergency Management Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15. It also means any incorporated municipalities emergency management agencies or joint county and incorporated municipalities emergency management agencies.

"Party" means a governmental entity which has adopted and executed this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

“Planned Event” means an incident that is a scheduled nonemergency activity including but not limited to elections, sporting event, concert, parade, funeral coverage, or fairs.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

“State of Emergency” means a finding that an emergency exists by the Governor or General Assembly acting under the authority in G.S. 166A-19.20 or by a governing body of a county or a municipality, or by a mayor or chair of the board of county commissioners acting under the authority of G.S. 166A.

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO

RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own residents. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

(i) Mutual aid and assistance shall not be requested unless Recipient deems its resources are inadequate to respond to an imminent or actual emergency. When Recipient becomes affected by an emergency, incident or planned event and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed up with a notification to the Division of Emergency Management's 24-Hour Watch whether directly, through WebEOC, or through the appropriate Division of Emergency Management Operations Regional Branch. The Division shall maintain a record of the notification.

A. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Emergency Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is needed, imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

2023 STATEWIDE MUTUAL AID AGREEMENT

Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

B. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Emergency Management Agency

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Emergency Management Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Emergency Management Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Emergency Management Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and

4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Emergency Management Agency, the Local Emergency Management Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Emergency Management Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor or point of contact for equipment only missions. As soon as

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practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with FEMA Public Assistance Guidelines in addition to the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses. The Provider may waive some or all requirements for reimbursement, however such an agreement must be documented in the request and/or offer of assistance.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient

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shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

- B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.

At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

- C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with general policies for determining allowable costs which are established in 2 CFR 200, subpart E or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Exceptions to those policies as allowed in 2 CFR 200, subpart E and 2 CFR 200.102 are explained in 44 C.F.R. 206.228 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

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D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred, applicable Office of Management and Budget (OMB) Circulars, state and local laws and regulations.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206 or other applicable federal laws, regulations, and policies as may be in effect at the time the expenses are incurred. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the North Carolina General Statutes, due to personal injury or death occurring during the period such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

2023 STATEWIDE MUTUAL AID AGREEMENT**SECTION X. IMMUNITY**

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

2023 STATEWIDE MUTUAL AID AGREEMENT**SECTION XIII. AMENDMENTS**

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

2023 STATEWIDE MUTUAL AID AGREEMENT

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

2023 STATEWIDE MUTUAL AID AGREEMENT

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT/DEPARTMENT OF PUBLIC SAFETY

BY:

Eddie M. Buffaloe, Jr.
Secretary

Department of
Public Safety

Date:

BY:

William C. Ray, Director
Division of Emergency
Management

Date:

LOCAL GOVERNMENT UNIT

By:

Chief Executive Officer/Local
Government Name:

Title:

Date:

Witness:

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel/Department of Public Safety

Date:

2023 STATEWIDE MUTUAL AID AGREEMENT

Attachment 1

List of Authorized Representatives to Contact for Emergency Assistance

The Statewide Mutual Aid Agreement signed by _____ on _____ authorizes: _____ to maintain and update the primary and alternative representatives. The primary and alternatives may be updated as needed without the formal re-execution of the Statewide Mutual Aid agreement.

PRIMARY REPRESENTATIVE

NAME: _____
TITLE: _____
DAY PHONE: _____ NIGHT PHONE: _____
CELL PHONE: _____ FAX: _____

FIRST ALTERNATE REPRESENTATIVE

NAME: _____
TITLE: _____
DAY PHONE: _____ NIGHT PHONE: _____
CELL PHONE: _____ FAX: _____

SECOND ALTERNATE REPRESENTATIVE

NAME: _____
TITLE: _____
DAY PHONE: _____ NIGHT PHONE: _____
CELL PHONE: _____ FAX: _____

North Carolina Water and Wastewater Agency Response Network

Mutual Aid and Assistance Agreement For Water and Wastewater Utilities

This Agreement is made and entered into by public and private Water and Wastewater Utilities in North Carolina that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

This Agreement is authorized under Section 160A-318 of the North Carolina General Statutes which provides that public and private Water and Wastewater Utilities may contract with each other to provide mutual aid and assistance in restoring water and sewer in the event of natural disasters or other emergencies.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies whether localized to the utilities or a declared disaster. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Authorized Official— An employee or officer of a Member that is authorized by the Member's governing board or management to:

- request assistance;
- offer assistance;
- Refuse to offer assistance or;
- Withdraw assistance under this Agreement.

B. Disaster – An emergency event that reaches a specific financial threshold related to magnitude of loss and property damage.

C. Confidential Information – Information defined NCGS 132-1.2 as confidential information or NCGS 132-1.7 as sensitive public security information.

D. Emergency— An unanticipated and/or sudden natural or manmade event that requires immediate action and is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

E. Incident Command System (ICS) – A standardized on-scene emergency management system designed for use for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is the combination of facilities, equipment, personnel procedures, and communications operating within a common organization structure, designed to aid in the management of resources during incidents.

F. Indemnity – Security against hurt, loss, or damage. An exemption from incurred penalties or liabilities.¹

G. Indemnatee – A party to this Agreement that is entitled to be indemnified by another party to this Agreement pursuant to the terms of Article X.

H. Indemnitor – A party to this Agreement that is obligated to indemnify another party to this Agreement pursuant to the terms of Article X.

I. Large water and or wastewater utility— A utility that is represented with a population in excess of 10,000.

J. Member— Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

K. Mutual Aid and Assistance Agreement – A formal agreement among emergency responders to lend assistance across jurisdictional boundaries when required; either by an emergency that exceeds local resources or a disaster

L. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

M. The North Carolina Water and Wastewater Agency Response Network (NCWaterWARN) - A network of public and private water and wastewater utilities united under an agreement to provide and receive mutual aid and assistance to signatories to the agreement during emergencies ranging from those that may arise from declared disasters or are specific to a single utility.

N. Period of Assistance — A specified period of time when a Provider assists a Recipient. The period commences when personnel, equipment, materials, or supplies depart from a Provider's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

O. Provider — A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

P. Recipient — A Member who requests assistance under the Mutual Aid and Assistance Program.

¹ Merriam-Webster. Retrieved August 22, 2007, from Merriam -Webster.com website:
<http://www.merriam-webster.com/>

Q. Small water and or wastewater Utility— A utility is represented with a population less than 10,000.

R. Private Water Utility— An entity that is not a unit of government that owns or operates a water and/or wastewater utility, whether on a for-profit or not-for-profit basis.

S. Public Utility— A unit of government that owns or operates a water and/ or wastewater utility.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through the North Carolina Water and Wastewater Agency Response Network (NCWaterWARN) Committee in coordination with the North Carolina Rural Water Association (NCRWA). The purpose of the NCMWaterWARN Committee is to provide coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The NCMWaterWARN Committee, under the leadership of an elected Chairperson, shall meet quarterly as deemed necessary by the Chair to address Mutual Aid and Assistance Program issues.

The administration of NCMWaterWARN will be through the NCMWaterWARN Committee. The committee shall consist of a chair and vice chair, an eastern regional section, a western regional section, and (3) At-Large members. The NCMWaterWARN Committee shall consist of an eastern regional section with three (3) seats representing large and small public water and wastewater utilities and private water systems. The western regional section shall consist of three (3) seats representing large and small public water and wastewater utilities and private water systems. Also, there shall be three (3) At-Large seats for additional representatives from either large and small public water and wastewater utilities or private water systems.

NCWaterWARN regional sections are divided along the NC Department of Environmental Quality (NCDEQ) regional office areas. A map of the regional sections is included in Appendix A of this agreement.

Representatives from large and small public water and wastewater utilities and private utilities shall be elected at the NCMWaterWARN Annual Meeting. Election and voting procedures will be described in the NCMWaterWARN Ops Plan.

Under the leadership of the NCMWaterWARN Committee Chair, NCMWaterWARN Committee Members shall plan and coordinate emergency preparedness and response activities for the Mutual Aid and Assistance Program. The NCMWaterWARN Committee Chair (or his/her designee) shall maintain a master list of all members of the Mutual Aid and Assistance Program.

The NCMWaterWARN Committee shall elect a Chair and a Vice Chair. The first Chair and Vice Chair will serve a two (2) year term and subsequent Chairs and Vice Chairs will serve one (1) year thereafter.

The NCMWaterWARN Committee shall:

- A. Convene an annual meeting for members.
- B. Provide for the development and maintenance of a database of all participating utilities through one of the members, sponsor agencies, or participating agencies or associations.

- C. Meet as a NCWaterWARN Committee at least quarterly, as needed and at the discretion of the Chair, to address and resolve concerns, create and modify procedures and any additional policy or legal issues related to NCWaterWARN.
- D. Provide for the development and maintenance of a secure website.
- E. Include an advisory board in its meetings to provide input based on the expertise of their agency.

The additional responsibilities of the Chair are described throughout the agreement. Those duties will be highlighted in the agreement for review by the NCWaterWARN Committee and the Sponsors. Those duties will be listed together in the protocols.

The NCWaterWARN shall have an advisory board that consists of representatives from partner agencies and stakeholders. Representatives to the advisory board from the respective agencies shall be named by those agencies. The advisory board is not a voting member. NCWaterWARN Advisory Board may include at least one representative from the following agencies:

- North Carolina Department of Environmental Quality; Division of Water Resources; Public Water Supply Section
- North Carolina Department of Environmental Quality; Division of Water Resources; Water Quality Regional Operations Section
- North Carolina Section of the American Water Works Association and Water Environment Association
- North Carolina Rural Water Association
- North Carolina Waterworks Operators Association
- North Carolina Emergency Management
- North Carolina League of Municipalities
- Eastern Water and Wastewater Network
- Environmental Protection Agency Region IV
- Department of Homeland Security Protective Security Advisor

Other agencies may be invited to join or have representation on the advisory board at the discretion of the NCWaterWARN Committee.

ARTICLE IV. PROCEDURES

In coordination with other response partner agencies, *the* NCWaterWARN Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as necessary.

ARTICLE V. PRE-EVENT PLANNING

Members shall identify resources available for deployment and develop plans for housing and providing for the necessities and maintenance of personnel and equipment deployed to provide mutual aid and assistance when a request for assistance is made by the member.

In addition, Members shall provide training to their response personnel related to:

- NIMS compliance
- Mutual aid response protocols
- Required documentation for providing mutual aid and assistance and for receiving mutual aid and assistance

ARTICLE VI. REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates, provide contact information including 24-hour access, and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, materials, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Chair will be notified of all activations of the agreement. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

Prospective NCWaterWARN members must, if not already active, become and maintain an active membership with the North Carolina Rural Water Association (NCRWA) and must attach proof of its membership with NCRWA to this agreement. NCWaterWARN Members must also provide written notice to the acting NCWaterWARN Chairman of its termination of membership with NCRWA which also results in termination with its membership and benefits associated with NCWaterWARN. NCWaterWARN members are responsible for completing their system's profile information, once an account is assigned, in their member account on the current NCWaterWARN platform. Failure to comply may result in both an inaccurate member directory and omission from automated NCWaterWARN communications to the membership.

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Recipient whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Recipient about the type of available resources and the approximate arrival time of such assistance.

Discretion of Provider's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the willingness to respond and/or availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VII. PROVIDER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Recipient and Provider shall be organized and shall function under the National Incident Management System if State or Federal preparedness funding is desired. *Control:* Provider personnel shall remain under the direction and control of the Provider. The Recipient's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Provider(s). Whenever practical, Provider personnel must be self-sufficient for up to 72 hours.

Food and Shelter: The Recipient shall supply reasonable food and shelter for Provider personnel. If the Recipient is unable to or fails to provide food and shelter for Responding personnel, the Provider's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources should not exceed the State per diem rates for that area without further justification of good faith efforts to secure accommodations within the per diem. The Recipient remains responsible for reimbursing the Provider for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Recipient shall provide Provider personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Provider's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Provider personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance. Members should comply with NIMS credentialing where applicable.

Right to Withdraw: The Provider's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Recipient's Authorized Official as soon as possible.

ARTICLE VIII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Recipient shall reimburse the Provider for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance. Such cost may include damage or loss to equipment.

Personnel: Provider personnel are to be paid for assigned duty during a specified Period of Assistance (refer to definition of period of assistance in Article II) according to the terms provided in their employment contracts or other conditions of employment. Either Member may require Provider's personnel to observe a rest period prior to travel back to the Provider's base of operations to ensure safety of personnel. The Provider designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Recipient shall reimburse the Provider for the use of equipment during a specified Period of Assistance, including but not limited to, reasonable rental rates, all fuel,

lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in similar condition to its condition at the time of the request for mutual aid and assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates in writing to the Recipient prior to supplying resources. Mutual agreement on rates other than FEMA Schedule of Equipment Rates must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

Materials and Supplies: The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Provider must provide an itemized bill to the Recipient for all expenses it incurred as a result of providing assistance under this Agreement. The Provider must send the itemized bill to the authorized official not later than ninety (90) days following the end of the Period of Assistance. The Recipient must pay the bill in full on or before the one hundred eightieth (180th) day following the billing date. Unpaid bills become delinquent upon the one hundred eighty-first (181st) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

Records – Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Such records shall be maintained and made accessible for at least three (3) years or longer where required by law.

**ARTICLE IX.
DISPUTES**

Any claim arising out of or relating to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any Member. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the County of the Providing Member if a place has not been mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Claims not resolved by mediation shall be decided by a court of competent jurisdiction unless the parties mutually agree otherwise.

**ARTICLE X.
LIABILITY**

Each Member shall be responsible for any and all claims, demand, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid and assistance rendered or performed pursuant to the terms and conditions of this Agreement.

**ARTICLE XI.
INDEMNIFICATION**

To the extent permitted by applicable law, in the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arises out of a specified Period of Assistance, the Members who receive and provide assistance during said Period of Assistance shall indemnify and hold harmless those other Members, NCWaterWARN Committee and Sponsor Agencies which had no involvement with the transaction or occurrence that is the subject of the aforementioned claim, action, demand, or other proceeding of whatever kind or nature is limited to execution of this Agreement.

**ARTICLE XII.
WORKERS' COMPENSATION CLAIMS**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

**ARTICLE XIII.
NOTICE**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XIV.
CONFIDENTIAL INFORMATION**

Pursuant to NCGS 132-1.7, and to the extent permitted by applicable law, any Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information shared between Members under this Agreement. If any Member, third party, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any confidential information disclosed under this Agreement, the Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information.

**ARTICLE XV.
EFFECTIVE DATE**

This Agreement shall be effective after both the Water and/or Wastewater Utility's authorized representative executes the Agreement and presents proof of dual membership with North Carolina Rural Water Association (NCRWA). An executed copy will be provided to the NCWaterWARN Committee Chair as soon as possible.

**ARTICLE XVI.
WITHDRAWAL**

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to NCWaterWARN Committee Chair. Withdrawal takes effect sixty (60) days after the NCWaterWARN Committee Chair receives notice.

Membership may be suspended or revoked by the NCWaterWARN Committee for failure to comply with the Articles of this Agreement.

**ARTICLE XVII.
MODIFICATION**

Modifications to this Agreement may be made to incorporate programmatic operational changes to support the Agreement. Modifications require a two-thirds majority vote of Members. The NCWaterWARN Committee Chair must provide written notice to all Members of proposed modifications to this Agreement sixty (60) days in advance of the vote. The NCWaterWARN Committee Chair must provide written notice to all members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice of the approved modifications are sent to the Members.

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement.

**ARTICLE XVIII.
SEVERABILITY**

The Members agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XIX PRIOR
AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XX. MULTIPLE
AGREEMENTS**

When multiple mutual aid and assistance agreements exist between two Members, if inconsistencies exist between the agreements, the conditions of this Agreement take precedence except by mutual written acceptance of an alternate agreement of both Members for that specific event.

**ARTICLE XXI.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the North Carolina Statewide Mutual Aid and Assistance Agreement and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ year of _____.

Legal Name of Water/Wastewater Utility: _____

Authorized Representative

Title

Please Print Name



BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 18, 2024 | Special Called Town Council Meeting Minutes | Time: 12:00 P.M.

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

**Special called meeting of the Town Council due to ongoing State of Emergency from Hurricane Helene.*

The Black Mountain Town Council held a Special Called Meeting on Friday, October 18, 2024 at Black Mountain Presbyterian Church, 117 Montreat Rd., Black Mountain, NC 28711. The purpose of this meeting was to provide updates from Town departments related to ongoing storm recovery efforts.

Mayor C. Michael Sobol called the meeting to order at 12:00 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 was absent.*

Several staff members and members of the public were also in attendance.

General Town Updates & Water System Update- Town Manager Josh Harrold provided the Council with an update on the processes involving storm debris collection that would soon begin. Residential trash collection would resume on Monday, October 21, 2024. If your road is normally serviced by a small truck “scout truck”, collection will not be available at this time for those routes and residents can bring bagged household trash to the nearest main road on their scheduled pickup day and leave for pickup, or they may bring household trash to the dumpsters located at the public parking lot at Terry Estate Drive. Furthermore, a status update on the water system reconnections was provided, stating that most customers have been reconnected to the system and should have running water. A boil water notice was issued for Town water customers as of October 17, 2024, which states that water customers should vigorously boil tap water for one minute before consuming.

Town Finance Update- Assistant Town Manager Jessica Trotman gave a finance update on storm expenses.

Public Information Update- Town Clerk & Public Information Officer Wesley Barker gave an update on public information related to storm recovery to date. Wesley stated press releases have been issued daily and distributed in digital and paper format. Further, the Community Meetings were all recorded and posted on the Town’s YouTube channel. These videos are available on the Town’s Facebook page. CodeRED alerts were and continue to be sent out to residents as important information becomes available as it relates to the water system and other public safety needs. CodeRED messages reach several thousand citizens and the Town has had citizens sign up

for these alerts after the storm and due to our efforts promoting the option. NotifyMe and Alert Center alerts which are sent via email and/or text message are also being sent out to subscribers as needed with new information and updates. Wesley stated these platforms, which are tied to the website, reach over 1,000 citizens. The website, blackmountainrecovery.org, has been launched with all recovery information for residents and businesses, and features information from FEMA, State of North Carolina divisions, Buncombe County, the Town, non-profits, and more. Public information boards were created and placed at various sites throughout Town with daily information posted.

Communication from Mayor & Town Council- Mayor Sobol discussed with the Council about water bill payments of citizens who could pay them, and not wait until the deferred date of January 2025. The Mayor suggested the water department work with those who could not pay their bill next month. Discussion ensued among Council members, stating that some water customers are on auto-pay and others would be able to pay, and not all customers would be waiting to pay their bills until the deferred date. The Town Manager would report back to the Council on water bill payments. The Mayor also mentioned upcoming debris pickup of storm debris. Town Manager Josh Harrold stated that residents could begin moving debris to the curb/right-of-way for pickup once it begins and more guidance would soon be released. Mayor Sobol also read a draft press release about shopping local and inviting visitors to Black Mountain to shop. Council Member Berry mentioned fire safety, Buncombe County has postponed the property tax revaluation until 2026, and early voting location at Black Mountain Library. Council Members each thanked the Town staff and community for pulling together during this time and being supportive of one another.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 12:40 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 30, 2024 | Special Called Town Council Meeting Minutes | Time: 2:00 P.M.

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

**Special called meeting of the Town Council due to ongoing State of Emergency from Hurricane Helene.*

The Black Mountain Town Council held a Special Called Meeting on Wednesday, October 30, 2024 at Black Mountain Presbyterian Church, 117 Montreat Rd., Black Mountain, NC 28711. The purpose of this meeting was to provide updates from Town departments related to ongoing storm recovery efforts and to consider approval of a contract.

Mayor C. Michael Sobol called the meeting to order at 2:00 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.

Several staff members and members of the public were also in attendance.

Updates from the Town Manager- Town Manager Josh Harrold provided the Council with an update on storm debris collection that has begun with contracted company, AshBritt. Residents can begin putting storm debris at the right-of-way on their street for collection. Additional storm debris pickup work is working through the system and will be announced soon. Josh also mentioned loan programs that would be available to the Town until FEMA reimbursements are provided and that staff is working on these applications.

Disaster Management Services Contract Award- Project and Facilities Manager Angela Reece stated that in order to facilitate ongoing response and recovery, staff sought out professional services to assist with navigating this disaster in the most prudent, efficient, and holistic way. Disaster management firms have the necessary qualifications, education, experience, and expertise to deal with disasters of this magnitude and will assist the town to address funding gaps, budgeting and rebuilding a more resilient infrastructure and community.

Angela stated she has performed a qualifications-based selection and review process and has recommended IEM International Inc. as being the best qualified firm for the Council's consideration of a professional engineering services contract award for disaster services.

Due to the nature of the project, and federal regulations, the final scope of the work will need to be properly developed by the selected firm in accordance with grant funding guidelines. The initial resolution will approve selection of the firm and will authorize the Town Manager to negotiate an initial and final scope of work and fees. 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 that Town Council approve the Resolution to Approve the Agreement with IEM International, Inc. (selected firm) to Provide Professional Services for Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services and authorize the Town Attorney and Town Manager to negotiate and execute a final contract and fee. A vote of 5-0 in favor.

**RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO
ENTER INTO A CONTRACT FOR PROFESSIONAL DISASTER RECOVERY,
FINANCIAL AND GRANT MANAGEMENT SUPPORT AND DISASTER COST
RECOVERY PLANNING SERVICES FOR THE BLACK MOUNTAIN
FEDERAL DISASTER 4827- TROPICAL STORM HELENE**

Resolution #R-24-38

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

WHEREAS, Town Staff have conducted a qualifications-based selection process and have determined IEM International, Inc. as most advantageous having received a proposal response and general fees for services from IEM International, Inc to provide professional disaster recovery, financial and grant management support and disaster cost recovery planning services for the Town of Black Mountain 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. IEM International, Inc. (selected firm) is most advantageous to provide professional disaster recovery, financial and grant management support and disaster cost recovery planning services for the Town of Black Mountain in response to Federal Disaster 4827- Tropical Storm Helene. as recommended by staff.
2. The Town Manager and Town Attorney are authorized to negotiate and execute a final contract and fee with IEM International, Inc (selected firm) consistent with the Town's purchasing terms and conditions, Uniform Guidance, and FEMA's rules and regulations and of this Resolution, as approved by the Town Attorney.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on the 30th day of October 2024.

Update from Emergency Operations Center- Elizabeth Schroeder, liaison with Black Mountain/Buncombe Co. Emergency Operations Center, and Chief Emergency Manager with Durham County, gave an update to Council on the next phase of the recovery efforts and collaboration with Buncombe County and volunteer groups. No action was taken.

Town Finance Update- Assistant Town Manager Jessica Trotman gave a finance update on storm expenses. A finance report can be found at the end of these minutes as *Appendix A*.

Departmental Updates- Updates were provided by Town departments on storm recovery efforts and any upcoming events. Departments providing updates included Police, Fire, Public Works, Planning, Recreation and Parks, Project and Facilities, and Clerk/Public Information Officer. Noteworthy reports included updates on Town facilities and buildings which sustained damage from the storm. These buildings and facilities include Lakeview Center, Public Works/Recreation building and equipment, Public Safety building (Police/Fire), Veterans Park, Golf Course and other recreational trails and parks.

Communication from Mayor & Town Council- Discussion ensued among Council Members and Town staff about upcoming Halloween activities and trick-or-treating, specifically along Church St. It was announced the Town would be hosting a Halloween trick-or-treating event at Town Square on October 31 from 4-6 p.m. Council Members thanked the community for attending the Remembrance Program on October 29.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 3:50 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

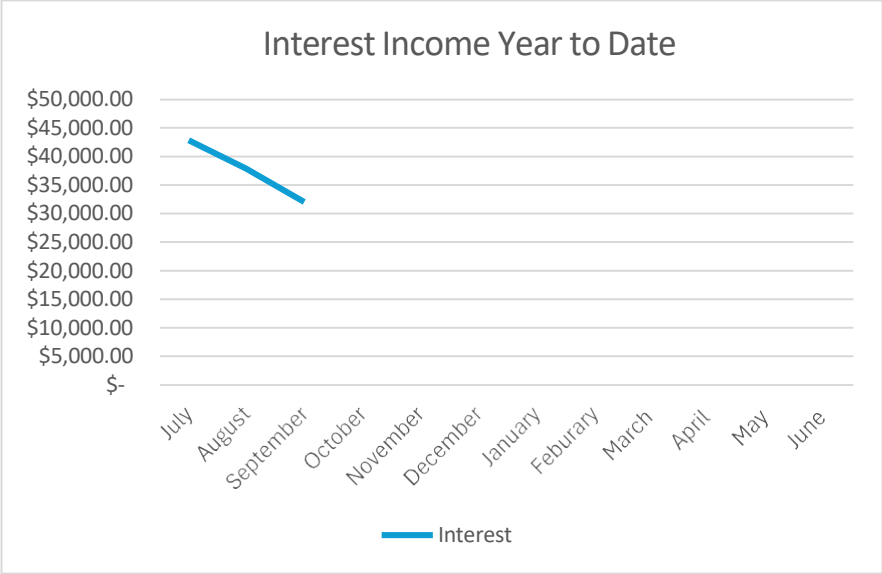
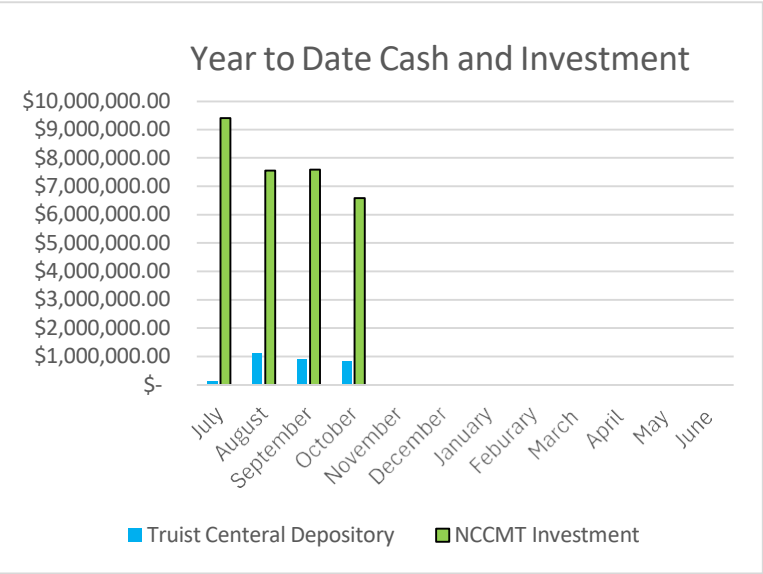
Attachments: Appendix A



Town of Black Mountain
Financial Report
October-24

Bank	April Balance
NCCMT Investment	\$11,497,037.45
Truist Central Depositor	\$940,463.46
Grand Total	\$12,437,500.91

Unrestricted Fund Balance	\$4,172,966.82
Total Available Fund Balance % of Actual Expenses	10.43%
Total Available Fund Balance % of Adopted Budget	32.09%



**Cash and Interest declining during first few months of Fiscal year due to timing of purchases of larger approved budget items and property tax collections (due by Sept 1 but majority are paid in December or first week of January prior to the January 7 penalty date)

General Fund Budget to Actual Revenue			
Revenue Type	Total Amended Budget	YTD Activity	Budget Remaining
Ad Valorem Taxes	\$5,600,000	\$341,878	94%
Intergovernmental - Unrestric	\$3,560,500	\$215,751	94%
Investment Income	\$304,800	\$68,251	78%
Miscellaneous Income	\$50,848	\$33,558	34%
Other Financing Sources	\$4,613,996	\$50,578	99%
Other Taxes and Licenses	\$49,400	\$4,329	91%
Permits and Fees	\$14,600	\$3,735	74%
Restricted	\$57,500	\$26,759	53%
Sales and Services	\$1,534,160	\$500,957	67%
Grand Total	\$15,785,804	\$1,245,797	92%

*** Ad Valorem Taxes are a month behind - Receive October's revenue within November

***Sales and Use Tax Revenues are 3 months behind - Receive July's Revenues within October

BUDGET TO ACTUAL EXPENSES BY FUND			
Fund	2024 Budget	YTD Activity	Remaining Budget %
General Fund	\$15,764,456	\$3,738,457	76.29%
Fire Special Revenue Fund	\$3,629,260	\$790,389	78.22%
Water Fund	\$3,286,430	\$790,244	75.95%
Planning And Development	\$1,002,260	\$193,742	80.67%
Golf Fund	\$693,765	\$553,483	20.22%
Stormwater Fund	\$566,980	\$66,274	88.31%
Powell Bill	\$485,500	\$162,289	66.57%
Technology Fund	\$13,000	\$0	100.00%
Grand Total	\$25,441,651	\$6,294,879	75.26%

BUDGET TO ACTUAL EXPENSES BY DEPARTMENT			
Department	2024 Budget	YTD Activity	Remaining Budget %
Administration	\$754,400	\$323,369	57.14%
Building And Grounds Maintena	\$454,500	\$107,799	76.28%
Finance	\$415,860	\$116,639	71.95%
Fire	\$3,629,260	\$790,389	78.22%
Golf Operations	\$250,710	\$171,001	31.79%
Golf Pro Shop	\$443,055	\$382,483	13.67%
Governing Body	\$220,000	\$77,164	64.93%
Human Resources	\$467,210	\$302,268	35.30%
Information Technology	\$238,250	\$109,394	54.08%
Lakeview Center	\$214,920	\$46,974	78.14%
Parks & Rec	\$641,699	\$167,043	73.97%
Planning And Developmental Se	\$1,015,260	\$193,742	80.92%
Police	\$3,723,218	\$1,276,997	65.70%
Pool	\$217,529	\$81,615	62.48%
Powell Bill	\$485,500	\$162,289	66.57%
Public Works Administration	\$252,860	\$62,673	75.21%
Sanitation	\$1,135,140	\$315,297	72.22%
Stormwater	\$566,980	\$66,274	88.31%
Streets And Highways	\$1,458,110	\$421,762	71.07%
Transfers	\$4,570,220	\$0	100.00%
Water Administration	\$333,690	\$114,738	65.62%
Water Operations	\$2,942,740	\$675,505	77.05%
Grand Total	\$24,431,111	\$5,965,416	75.58%



Town of Black Mountain

Helene Financial Report

October-24

Account Number	Account Name	Sum of YTD Fiscal Activity
425-8806-50100	Salaries - Regular	\$50,245.83
425-8806-50101	Salaries - Part Time/Temp/Aux	\$7,941.14
425-8806-50102	Salaries - Overtime	\$167,754.13
425-8806-50210	Social Security (Fica Tax) Contributions	\$17,031.73
425-8806-50220	Retirement Employer Contribution- State	\$44,795.67
425-8806-50221	Retirement Employer Contribution- 401K	\$10,713.43
425-8806-50230	Insurance Employer Contribution - Med & Life	\$16,920.01
425-8806-52020	Contract Services	\$8,040.00
425-8806-52316	R & M - Vehicle	\$850.90
425-8806-52410	Office Supplies	\$497.05
425-8806-55021	Emergency Disaster Preparedness Expense	\$320.97
Grand Total		\$325,110.86



Town of Black Mountain Helene Financial Report October-24

FUNDING AVAILABLE

	FEMA CDL Loan	DEQ Loan	NC Rebuild Loan	FEMA Expedited Funds
Amount	Up to \$5 mil	No cap	Up to \$2 mil	50% of Estimated cost of Emergency Work.
Terms	Up to 5 years. Will have an interest rate, actual rate is TBD	Loan repaid once FEMA funds are received. I do not think there is an interest but can find no details	Loan repaid once FEMA funds are received. 0% Interest	FEMA will true-up the remaining amount due for Emergency Work at the end of the Emergency Period. Will provide the remaining amount of cost at the end of this period
Use	Essential Services	Water and Wastewater Systems- Temporary solution falling under the FEMA Emergency Expenses	Everyday Operating Expenses.	Immediate Needs of estimated Emergency Cost. Can not include Permanent Costs (Permanently fixing of Streets, Buildings, Vehicles, Utility System).
Qualifications	Greater than 5% loss of tax and other revenues	Utilities are non-operational or partially operational.	Designated Major Disaster by the President. The application has not opened up yet to apply.	Must be emergency expenses over the \$1,037,000. Can combine expenses to reach large project threshold.
NCLM Approval	No	Yes	No	No
Applied For		Have submitted information to request funding for \$3 mil to help pay for water system repairs	Application process not open yet	Have report of expenses known to date that would fall under this category to submit to FEMA. Funding should be quickly reimbursed upon approval.



BLACK MOUNTAIN TOWN COUNCIL MINUTES

November 7, 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, November 7, 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 5:00 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 was absent.*

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

November 12, 2024 Council Meeting Agenda Review: Assistant Town Manager Jessica Trotman reviewed the proposed agenda for the upcoming November 12, 2024 regular Town Council meeting. Jessica stated that under Consent Agenda, the item entitled “Call for Public Hearing to Repeal and Replace Chapter 8, Section 8.2, the Phase II Stormwater Ordinance, would be removed from the agenda. Items to be added to the agenda included the following: “Resolution to Accept Donated Goods and Services to Repair Baseballs Fields,” “Ratification of Contract Approval of Professional Services for Disaster Recovery, Financial, and Grant Management Support and Disaster Cost Recovery Planning Services,” and “Interlocal Agreement with Buncombe County for Debris Pickup with Tetra Tech.”

Council Member Berry requested a Veterans Day Proclamation be added to the agenda. Additionally, it was requested that “Departmental Updates on Storm Recovery Efforts” be placed before Citizen Comments on the agenda.

With no additional comments, Vice Mayor Archie Pertiller, Jr., made a motion to adopt the agenda with the amendments as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:13 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

November 12, 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 Tuesday, November 12, 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: 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. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Mayor C. Michael Sobol read a proclamation recognizing the month of November as “Indigenous Peoples Heritage Month,” November 11 as “Veterans Day,” and November 11-17 as “Veterans Appreciation Week.”

3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

The following Town Departments provided Council with updates related to Hurricane Helene recovery efforts: Police and Fire, Public Works, Finance, Planning and Development, Recreation and Parks, Project and Facilities. Noteworthy items from these reports included Fund Balance holding at 8.5%, City of Asheville working on additional filtration systems at the N. Fork Reservoir to speed up the process that would be able to remove the boil water notices, and a 115% increase in permits within the Planning Department in October, mostly related to the hurricane.

4. CITIZEN COMMENTS

Phyllis Parker spoke about water flooding concerns at her residence on Chapel Rd. asking what the Town could do to keep the water tanks from emptying again.

Melinda Hester, Black Mountain Swannanoa Chamber of Commerce Director, commended Town officials on their work and dedication during and after the hurricane.

5. **CONSENT AGENDA**

A. Monthly Property Tax Collector Report: August & September 2024- Council
Member Alice Berry made a motion to approve the tax collector reports as presented. A vote of 5-0 in favor.

August 2024

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

Billed	\$ 5,282,413.94
Collected	\$ 306,415.68
Adjustments and Releases	\$ (477.41)
Outstanding real and personal property taxes	<u>\$ 4,975,520.85</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 5.80%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 294.44
Adjustments and Releases	

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

Ad Valorem	\$ 433.23
Motor Vehicle	\$ 106.81

September 2024

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

Billed	\$ 5,283,610.54
Collected	\$ 631,028.11
Adjustments and Releases	\$ (2,755.31)
Outstanding real and personal property taxes	<u>\$ 4,649,827.12</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 11.95%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 421.22
Adjustments and Releases	

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

Ad Valorem	\$ 2,522.89
Motor Vehicle	\$ 106.37

- B. Call for 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.**

Council Member Alice Berry made a motion to call for a public hearing to amend Chapter 4, Section 4.7.11, Uses, and Chapter 5, Additional Use Standards for Specified Uses, to add a cap for each of the permitted districts to be held on Monday, December 9, 2024, at 6:00 p.m., or as soon thereafter as possible. A vote of 5-0 in favor.

- C. Call for 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 call for a public hearing to amend Chapter 1, Section 1.2.3, Definitions, to add a definition for mobile retail vendors, to be held on Monday, December 9, 2024, at 6:00 p.m., or as soon thereafter as possible. A vote of 5-0 in favor.

- D. Resolution to Accept Donation of Goods and Services for Baseball Field Repairs at Veterans Park**

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

**RESOLUTION TO ACCEPT DONATION OF GOODS AND SERVICES FOR
BASEBALL FIELD REPAIRS**

Resolution # R-24-39

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

WHEREAS, multiple groups and community volunteers have offered a donation valued at approximately \$750,000, which will enable the repair and restoration of the damaged fields; and

WHEREAS, the costs of repairing the storm-damaged fields would otherwise be delayed due to financial strain on the town's budget following the natural disaster; and

WHEREAS, the donation includes essential goods and services, including but not limited to:

- Laser grading of clay fields for improved playability and maintenance,
- Installation of two 12-foot LED scoreboards,
- Connection of water lines to the fields for irrigation and maintenance purposes,
- Debris removal to ensure safe playing surfaces,
- Installation of sod to restore and enhance field conditions; 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 of goods and services, valued at \$750,000, with deep appreciation to all groups and individuals involved in contributing to the repair and restoration of the town’s baseball fields; and

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

This the 12th day of November 2024.

6) PUBLIC HEARING- *none.*

7) CITIZEN COMMENTS- *none.*

8) UNFINISHED BUSINESS

A. Ratification of Contract Approval of Professional Services for Disaster Recovery, Financial, and Grant Management Support and Disaster Cost Recovery Planning Services

Project and Facilities Manager Angela Reece explained to Council that the Town Attorney and Town Manager have finalized contractual terms and conditions as agreed upon by IEM International, Inc. and have executed a contractual agreement for a term of three (3) years with a fee not to exceed \$1,000,000. As per Town Council’s resolution #R-24-34 approved October 30, 2024, paragraph 2, this contract is being brought back before Council for ratification.

Vice Mayor Archie Pertiller, Jr., made a motion that Town Council ratify and approve the contract with IEM International, Inc. (selected firm) to Provide Professional Services for Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services executed by the Town Manager on November 7, 2024 for an initial term of three years and a fee not to exceed \$1,000,000. A vote of 5-0 in favor.

A copy of this contract is attached at the end of these minutes as “Appendix A.”

IEM International, Inc. Funding Overview and Process slides are attached as “Appendix B.”

9) NEW BUSINESS

- A. Appointment to the Historic Preservation Commission-** Former Historic Preservation Commission Member Richard House resigned from the Commission effective September 9, 2024. Lardner Moore, Jr. has submitted an application for this Commission and is currently the only pending applicant for this Commission. Council may consider appointing Lardner to fill the vacated seat to expire July 1, 2025, or if they wish, ask the Clerk to advertise for additional applicants for this Commission. ***With no discussion, Council Member Doug Hay made a motion to appoint Lardner Moore, Jr. to the vacated unexpired seat on the Historic Preservation Commission to expire July 1, 2025. A vote of 5-0 in favor.***
- B. Green Tee Grille Lease Discussion-** Karen Davis, operator of the Green Tee Grille, has asked to have rent waived as long as the golf course is closed. With the course being closed, patronage to the grille has dropped off considerably. She is not able to continue to pay rent, \$400/month, with business being down. The Green Tee Grille Lease is set to expire in January 2025 and will be up for renewal. ***After some Council discussion, Council Member Pam King made a motion to waive the monthly rent for Green Tee Grille while the Golf Course is closed, or until the end of the current lease term. A vote of 5-0 in favor.***
- C. Consideration of Interlocal Agreement with Buncombe County for Debris Pickup with selected firm Tetra Tech-** Assistant Town Manager Jessica Trotman explained the proposed interlocal agreement with Buncombe County for Debris Pickup. Jessica stated this debris pickup would be “heavy duty” types of pickup such as vessel and vehicle disposals, dangerous structures demolition, waterways, and debris technical assistance. Jessica explained that the current debris pickup by AshBritt is for trees, logs and household related items that were damaged by the storm. There are various subsets of debris removal needs. This agreement would also allow for rights-of-ways into private property. Residents would need to request these pickups from their private property. Some additional discussion ensued. ***Council Member Doug Hay made a motion to approve the interlocal agreement as presented. A vote of 5-0 in favor.***

A copy of this interlocal agreement is attached at the end of these minutes as “Appendix C.”

10. COMMUNICATION

Assistant Town Manager Jessica Trotman announced that Town offices would be closed for Thanksgiving on Thursday and Friday, November 28-29. Also, the Circle of Lights will be held at Town Square this year on Saturday, December 7, from 5-7 p.m. after the parade.

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

12. CLOSED SESSION – *none*.

13. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 7:35 p.m.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Attachments:

- ***Appendix A***
- ***Appendix B***
- ***Appendix C***

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS PROFESSIONAL SERVICES CONTRACT, made and entered into this 6th day of November 2024, by and between the Town of Black Mountain, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town"), and IEM International, Inc., a Delaware corporation authorized to do business in the State of North Carolina (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

The Town has determined that the services provided for under this contract are necessary to protect and preserve human health, lives, and safety in the immediate aftermath of Tropical Storm Helene.

Upon the terms and conditions hereinafter set forth, the Town has requested, and CONTRACTOR has agreed to furnish the Town with professional services as set forth in this contract. The Town and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

1. The Town issued the RFQ for Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene on Wednesday, October 9, 2024 and the CONTRACTOR was selected as the best qualified as part of capital qualification-based selection process as advertised.
2. CONTRACTOR shall provide professional services as set forth in **Exhibit A**.
3. The term of this contract shall commence on the effective date, which shall be the date of the last signature on this document. The initial term of the contract shall be for a period of three (3) years. Upon mutual agreement of the Town and the Contractor, the contract may be extended for up to two (2) additional one-year periods.
4. The Town will compensate the CONTRACTOR a maximum amount of \$1,000,000 for this project. The CONTRACTOR shall bill the Town monthly on a Time & Materials basis. The CONTRACTOR shall bill the Town only for the hours worked and requirements issued to the CONTRACTOR by the Town. The Town will reimburse the CONTRACTOR for travel expenses at actual costs incurred, provided such travel is pre-approved by the Town and necessary to fulfill the contract requirements. Should additional time and/or resources be required to complete the project or meet the Town's evolving needs, the CONTRACTOR reserves the right to request both an extension of the contract term and additional funding to support the continuation of services. If the contract exceeds the aforementioned threshold, the Town must amend or renew the contract in accordance with all applicable Town policies.
5. The CONTRACTOR acknowledges that this contract is intended to be funded in whole or in part through the use of federal relief funds. As such, the Contractor agrees that it shall abide by all of the mandatory Terms & Conditions that are attached hereto as **Exhibit B** and incorporated herein by reference. To the extent there is any conflict between the terms set forth in this Contract, Exhibit A, and Exhibit B, the order of precedence shall be that the terms of Exhibit B govern over any other conflicting terms, followed by terms contained in this contract, which shall govern over any conflicting terms in Exhibit A.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

6. The CONTRACTOR shall provide a timekeeping record of all hours worked and a description of the duties performed during the hours worked. All timesheets shall be submitted to the _____ or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The Town shall pay all invoices within thirty (30) days of submittal.
7. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
8. **INSURANCE:** The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, auto liability, professional liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall furnish the Town with certificates of insurance for each type of insurance described herein, with the Town listed as Certificate Holder and as an additional insured on the Contractor's general liability policy and provide a waiver of subrogation on the Contractor's general liability and workers' compensation policy. In the event of bodily injury, property damage, or financial loss caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the Town, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the Town at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the Town the above-referenced certificates of insurance and associated endorsements, in a form suitable to the Town.

Commercial General Liability:	\$1,000,000 per occurrence
Excess (Umbrella) Liability:	\$1,000,000
Commercial Auto Liability:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim-made
Workers' Compensation:	Statutory
Employer's Liability:	\$500,000 each accident/total disease/employee disease

Certificate of Insurance lists Town of Black Mountain, 160 Midland Ave. Black Mountain, NC 28711, as Certificate Holder.

9. CONTRACTOR shall indemnify and hold harmless the Town and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the Town from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. **Nothing herein shall be construed as a waiver on the part of the Town to any defense of any claim, including, but not limited to the defense of governmental immunity.**
10. The Contractor shall be properly licensed and skilled in his/her respective trade.
11. Contractor shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, and North Carolina State Building

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

Code regulations.

12. All plans, designs and other documents created by the CONTRACTOR for the Town shall be Town property upon final payment.
- B.** TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C.** ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.
- D.** 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.
- E.** GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F.** ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.
- G.** REQUIREMENT OF TOWN CONTRACTS:
1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the Town from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
 2. DRUG FREE WORKPLACE
The Town requires contractors/vendors entering into a contract with the Town to provide a drug-free workplace in the performance of said contract. The contractor, upon execution of the contract, certifies that it will provide a drug-free workplace during the performance of the work on this contract. The contractor agrees to do the following:
Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken for violations of such prohibitions. Responsive actions should be appropriate and sufficient to address and remediate any violations of this requirement.
 3. E-VERIFY EMPLOYER COMPLIANCE
By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <https://www.e-verify.gov/>
 4. IRAN DIVESTMENT and ISRAEL BOYCOTT:
Town of Black Mountain staff are responsible for verifying that the bidder/contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The Town shall not contract with any company or their affiliates listed on these divestment lists.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

5. MINORITY BUSINESS PARTICIPATION GOALS

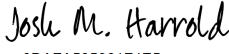
The Town of Black Mountain has adopted Resolution # R-24-02, Establishing Verifiable Percentage Goal for Participation by Minority Business in the Awarding of Building Construction Contracts to encourage participation by women and minority businesses in the award of building and construction contracts. CONTRACTOR is hereby notified that this contract is subject to the provisions of that Plan. It is the policy of the Town to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

- H. RIGHT TO AUDIT: Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The Town shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.
- I. NON-APPROPRIATION CLAUSE: Notwithstanding any other provisions of this Agreement, if the Town does not receive said funding for this Agreement from the Town Council for any fiscal year applicable to this Agreement, then the Town shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

PRE-AUDIT APPROVALS:

Signed by:

0532B8BFE7F84BD...
Tammy Holland
Finance Director
Town of Black Mountain

Signed by:

0DAFA585061F4E5...
Josh M. Harrold
Town Manager
Town of Black Mountain

Date: 11/14/2024

Date: 11/7/2024

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

CORPORATION SIGNATURE FORM

IN WITNESS WHEREFORE, the parties hereto have made and executed this Agreement as of the day and year first above written.

(Insert Name of Corporation)

By: _____
(Insert signature and title of officer)

STATE OF _____

COUNTY OF _____

I, _____, Notary Public of the aforesaid County and State,
certify that _____ personally came before me this day and
(Insert Name of Person Signing)
acknowledged that he/she is _____ of _____
(Insert Title of Office) **(Insert Name of Corporation)**
corporation, and that he/she, as _____, being authorized to do so,
(Insert Title of Person Signing)
executed the foregoing on behalf of the said corporation.

Witness my hand and notarial seal this _____ day of _____, 20_____

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

Notary Public

My Commission Expires: _____

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant
Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

Exhibit A

Scope of Work

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

Scope of Work

The selected contractor, working closely with and at the direction of Town staff, will assist in strategically managing the project development and administration of all federal and/or state disaster programs related to declared emergencies or disasters that occur during the term of this contract. The scope of services may include disaster management, recovery, and consulting services to support the oversight and management of debris clearance and removal contractors. As such, the firm should be capable of providing a range of related services including damage assessment, debris monitoring, training, emergency planning, infrastructure restoration, and other services as needed and requested by the Town. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of North Carolina and other state and federal agencies, coordination with state or county insurance representatives, pre-event planning, post-event reconstruction, grant funding, and reimbursement services. The awarded firm will provide project development and grants management services for any existing, open disaster recovery effort including Tropical System Helene as well as any future disaster events. Examples of disaster recovery services that may be required, include:

A. Debris Monitoring Services

If applicable, and as directed by the Town, the selected firm will be expected to provide debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the Town.
2. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Assisting the Town with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal and maintain a truck certification list utilizing FEMA guidance.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the Town informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the Town for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Town staff and designated debris

B. FEMA Public Emergency Management Planning and Training

As directed by the Town, the selected firm shall provide:

1. Project management to include the formulation and management of permanent work projects, task force management, and Town Boards and Panels.
2. Technical support and assistance in developing public information regarding debris pick-up and Safety.
3. Other training and assistance as requested by the Town.
4. Other reports and data as required by the Town.
5. Other emergency management/consulting services identified/required by the Town, including possibly assisting with and providing input on development of a debris management plan.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

C. Damage Assessment and Reconstruction Services

The selected firm shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include Town facilities, utility systems, transportation systems, and other sectors as required.

D. Assistance (PA) Advisory Services

1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
3. Provide knowledge, experience, and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, Environmental and Historic Preservation Management, Davis-Bacon and Section 3 as necessary.
4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
5. Provide engineering, cost estimating, and architectural administration support, among other types of technical assistance.
6. Assess damage to public infrastructure components, transportation systems, and facilities.
7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
8. Review all data and supporting documentation to determine eligible adequate costs.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions ("DDD") and project Scope of Work ("SOW").
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act. (See further detail herein, below.)
11. Evaluate alternate and/or improved projects.
12. Evaluate the appropriateness of the use of FEMA pilot programs including Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
13. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/reimbursements.
14. Reconcile eligible costs and prepare PW versions.
15. Prepare first and second appeals, and work with the Town through any arbitration.
16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
17. Perform PW closeouts.
18. Prepare projects for audit and respond to audit findings, as required.

E. FEMA Individual Assistance Advisory Services

1. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).
2. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for Federal, State, and local assistance programs
3. Work as an advocate of disaster survivors and bring to the attention of FEMA any misunderstandings or problems an applicant may have involving any aspect of eligibility, funding, or the programs in general

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

4. As applicable or when funding becomes available and following proper procurement methods, provide technical assistance related to all aspects of Federally funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs
5. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters
6. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.

F. FEMA 404 & 406 Hazard Mitigation Expertise

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).
2. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis (BCA), to protect damaged elements and facilities from future damage.
3. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

G. Financial and Grant Management Support

1. Advise FEMA's policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet with Town/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, Town) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.
13. Identify the need for pre-positioned contracts. These contracts must be procured in compliance with Federal Procurement Regulations, include a scope of work which anticipates disaster work and ensures the costs are reasonable in the current market environment.
14. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.
15. Perform Cost-Benefit Analysis when necessary to support the Town's determination of pursuing reimbursement.
16. Track, monitor and report time and activities performed by Consulting Firm Staff by project, or as allowable under the provisions of the Federal Guidance for direct administrative, indirect and project management costs reimbursement.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

17. Provide monthly written performance and status reports to the Town on the status of activities completed under this contract, the FEMA Public Assistance (PA) Program and other grant assistance programs.
18. An active Unique Entity Identifier (UEI) is required at the time of application.

H. Information Technology, Data Management and Reporting Support

1. Provide viable integrated IT solutions (compatible with existing Town applications) that support the management and implementation of disaster recovery programs.
2. Manage data for disaster recovery programs.
3. Provide expertise using systems to report, manage, and analyze information to optimize and improve disaster recovery programs.

I. Pre-Disaster Cost Recovery Plan Development

1. Develop the general framework, processes, and tools to facilitate cost recovery activities associated with a federally or state declared disaster.
2. Assist in the identification of the primary roles and responsibilities to effectively coordinate the provision of PA and other federal and/or state grant funding programs.

J. Long-Term Disaster Recovery and Redevelopment Planning

1. Develop the general framework, processes, and tools to facilitate a long-term disaster recovery and redevelopment activities associated with a federally and/or state declared disaster,
2. Specify the triggering event for the transition from response to recovery,
3. Conduct an in-depth analysis of existing plans, policies, and procedures related to recovery and redevelopment,
4. Establish clear roles and responsibilities for all recovery and redevelopment stakeholders.

K. Emergency Operations Center and Joint Field Office Staff Augmentation

1. Provide staff augmentation to the Emergency Operations Center (EOC) and/or the Joint Field Office (JFO) in support of disaster response and recovery operations.
2. Assist the Town of Black Mountain in determining staff need and composition for the EOC and/or JFO.
3. Supply staff with the knowable and expertise to serve in the positions of chief, deputy chief, or specialists for the following sections:
 - i. Command
 - ii. EOC/ JFO Chief of Staff
 - iii. Safety Officer
 - iv. Public Information Officer
 - v. Liaison Officer
 - vi. Operation Section
 - vii. Planning/Intelligence Section
 - viii. Logistics Section
 - ix. Finance and Administration Section
4. Provide additional expertise and staffing as needed to support additional disaster response and recovery efforts.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

Exhibit B
Mandatory Terms & Conditions

“Appendix D – Federally Required Terms and Conditions – Hurricane Helene”

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

Federal Applicability:

The Town anticipates that this Contract will be financed in whole or in part with Federal funding, including by programs of the Federal Emergency Management Agency (FEMA). As such, Federal laws, regulations, policies, related administrative practices, and directives, including without limitation those listed directly or by reference, apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions. Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Town requests, which would cause the Town to be in violation of the Federal awarding agency's terms and conditions.

REMEDIES:

PERFORMANCE AND DEFAULT: If, through any cause, contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the Town shall have the right to terminate The Contract by giving written notice to the contractor and specifying the effective date thereof. In that event any or all finished or unfinished deliverable items under The Contract prepared by the contractor shall, at the option of the Town, become its property, and the contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of The Contract, and the Town may withhold any payment due the contractor for the purpose of set off until such time as the exact amount of damages due the Town from such breach can be determined. The Town reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the contractor without expense to the Town.

In the event of default by the contractor, the Town may procure the goods and services necessary to complete performance hereunder from other sources and hold the contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under The Contract, or upon the contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the contractor, the Town may immediately cease doing business with the contractor, immediately terminate The Contract for cause, and may take action to debar the contractor from doing future business with the Town.

TERMINATION FOR CONVENIENCE:

If this contract contemplates deliveries or performance over a period of time, the Town may, for any reason within its sole discretion, terminate this contract at any time by providing 30 days' notice in writing from the Town to the contractor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the Town, become its property. If the contract is terminated by the Town as provided in this section, the Town shall pay for those items for which such option is exercised, less any payment or compensation previously made.

CONTRACT CHANGES:

Contract changes must be in writing and agreed on by the Town and the vendor and will be implemented by contract amendments. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Contract amendments will be coordinated with the Project Manager and approved by the Town before any changes should occur.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

NONDISCRIMINATION

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor or administering agency for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor or the administering agency as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town.

The Town further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a Town or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC 623 through 634 and the implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal awarding agency may issue.

Sex

The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Educations Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, that prohibit discrimination on the basis of sex.

Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.

Access to Services for Persons with Limited English Proficiency

The Contractor agrees to comply with Executive Order No. 13166; Improving Access to Services for Persons with Limited English Proficiency; 42 USC 2000d-1 note, and U.S. DOT Notice, DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons,; 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections

To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 USC 290dd through 290dd-2, and any amendments thereto.

Other Nondiscrimination Laws

The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Inclusion in Subcontracts

The Contractor also agrees to include the requirements of this Section in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

COMPLIANCE WITH THE DAVIS-BACON ACT

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program

As may be applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages at least once a week. Contractors and subcontractors shall insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10) into any subcontracts.

COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town of Black Mountain and understands and agrees that the Town of Black Mountain will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the Town of Black Mountain and understands and agrees that the Town of Black Mountain will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into

(3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

The requisite Debarment and Suspension Certification is included as ATTACHMENT A and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor further agrees to secure certifications from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

The requisite "Lobbying Certification" is included as ATTACHMENT B and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

PROCUREMENT OF RECOVERED MATERIALSD

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

Waste Disposal Act.

This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

ACCESS TO RECORDS AND RECORD RETENTION

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, agents, or contractors access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its contractors access to the sites of performance under this contract as reasonably may be required.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

SOE Helene Professional Services Contract \$30,000 and above

Template Revised 10/1/24

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

DOMESTIC PREFERENCE CLAUSE

As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONFLICT OF INTEREST

No employee, officer, board member, or agent of the TOWN or the Contractor shall participate in the selection, award, or administration of a contract supported by FEMA funds if they have a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

If subcontracts are to be let, the contractor should consider small and minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms when possible as specified in 2 C.F.R. 200.321(b)(1)-(5). This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

BUY AMERICA

If this project is subject to the Build America, Buy America Act (BABAA), the Contractor and its subcontractors shall certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractor and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement.

The requisite "BABAA Certificate of Compliance" is included as ATTACHMENT C.

HUAWEI./ ZTB Ban

2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

- (b) As described in Public Law 115–232, section 889, “covered telecommunications equipment or services” means any of the following: (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (d) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

APPENDIX D
Federally required Terms and Conditions- Hurricane Helene

Town of Black Mountain

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTION
(To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), LEM International, Inc, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

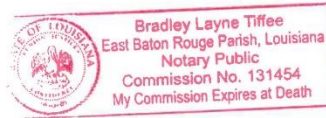
DATE Oct 21, 2024
SIGNATURE [Signature]
COMPANY LEM International, Inc
NAME Keith Reynolds
TITLE Manager, Contract Administration

State of Louisiana
County of East Baton Rouge
Subscribed and sworn to before me this 21 day of October, 2024.

Notary Public [Signature]

My Appointment Expires death

SEAL



Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

APPENDIX D

Federally required Terms and Conditions- Hurricane Helene

Town of Black Mountain

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, LGM International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[Signature]
Signature of Contractor's Authorized Official

Date Oct 24, 2024

Keith Reynolds, Manager of Contract Administration
Printed Name and Title of Contractor's Authorized Official

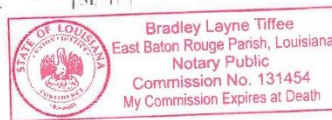
State of Louisiana
County of East Baton Rouge

Subscribed and sworn to before me this 21 day of October, 2024.

Notary Public

[Signature]

My Appointment Expires death



Town of Black Mountain Professional Services Contract Professional Disaster Recovery, Financial and Grant Management Support and Disaster Cost Recovery Planning Services for Federal Disaster 4827- Tropical Storm Helene

APPENDIX D

Federally required Terms and Conditions- Hurricane Helene

Town of Black Mountain

ATTACHMENT C

BABAA CERTIFICATION OF COMPLIANCE

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58 §§ 70901-52.

The undersigned certifies, to the best of their knowledge and belief, that:

All the iron, steel, manufactured products, and construction materials used in the contract are in full compliance with BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The Contractor, LEM International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

[Signature]
Signature of Contractor's Authorized Official

Date 10/21/24

Keith Reynolds, Manager of Contract Administration
Printed Name and Title of Contractor's Authorized Official

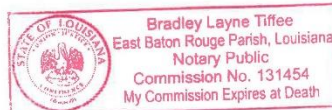
State of Louisiana

County of East Baton Rouge

Subscribed and sworn to before me this 21 day of October, 2024.

Notary Public

My Appointment Expires death





FEMA FUNDING OVERVIEW AND PROCESS

November 12, 2024

Town of Black Mountain, NC

Tropical Storm Helene (DR-4827) Incident Period: 9/25/24-continuing





Public Assistance Overview

The mission of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program is to provide assistance to state, local, tribal, and territorial (SLTT) governments and certain types of private nonprofit (PNP) organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.



PA Provides Assistance For:

- Debris removal
- Emergency protective measures
- Restoration of disaster-damaged, publicly-owned facilities
- Certain Private Non-Profit (PNP) organizations

The PA Program also provides assistance for hazard mitigation measures to encourage the protection of damaged facilities from future incidents.

FEMA provides this assistance based on authority in statutes, executive orders, regulations, and policies.



Public Assistance – Governing Laws, Regulations, and Policies

Statutes

- Laws passed by Congress and signed by the President
- Robert T. Stafford Disaster Relief Act

Regulations

- FEMA and any entity receiving PA assistance must comply with all federal regulations
- 44 CFR
- FEMA PA Program rules

Office of Management and Budget

- 2 CFR Part 20
- Regulations regarding administrative requirements, cost principles, and audit requirements

Public Assistance Program and Policy Guide (PAPPG) Policy

- PAPPG uses the words “must” or “required” if it is a legal requirement
- Funding is jeopardized if Applicant does not comply

Types of Assistance

- Individual Assistance
- Public Assistance
- Hazard Mitigation Assistance



Individual Assistance

Assistance to individuals and households, which may include the following:

- Individuals and Households Program
- Crisis Counseling Program
- Disaster Case Management
- Disaster Unemployment Assistance
- Disaster Legal Services
- Disaster Supplemental Nutrition Assistance Program

Individual Assistance

Factors:

- State fiscal capacity and resource availability
- Uninsured home and personal property losses
- Disaster-impacted population profile
- Impact to community infrastructure
- Casualties
- Disaster-related unemployment

Public Assistance

Emergency work and repair or replacement of disaster-damaged facilities include the following categories:

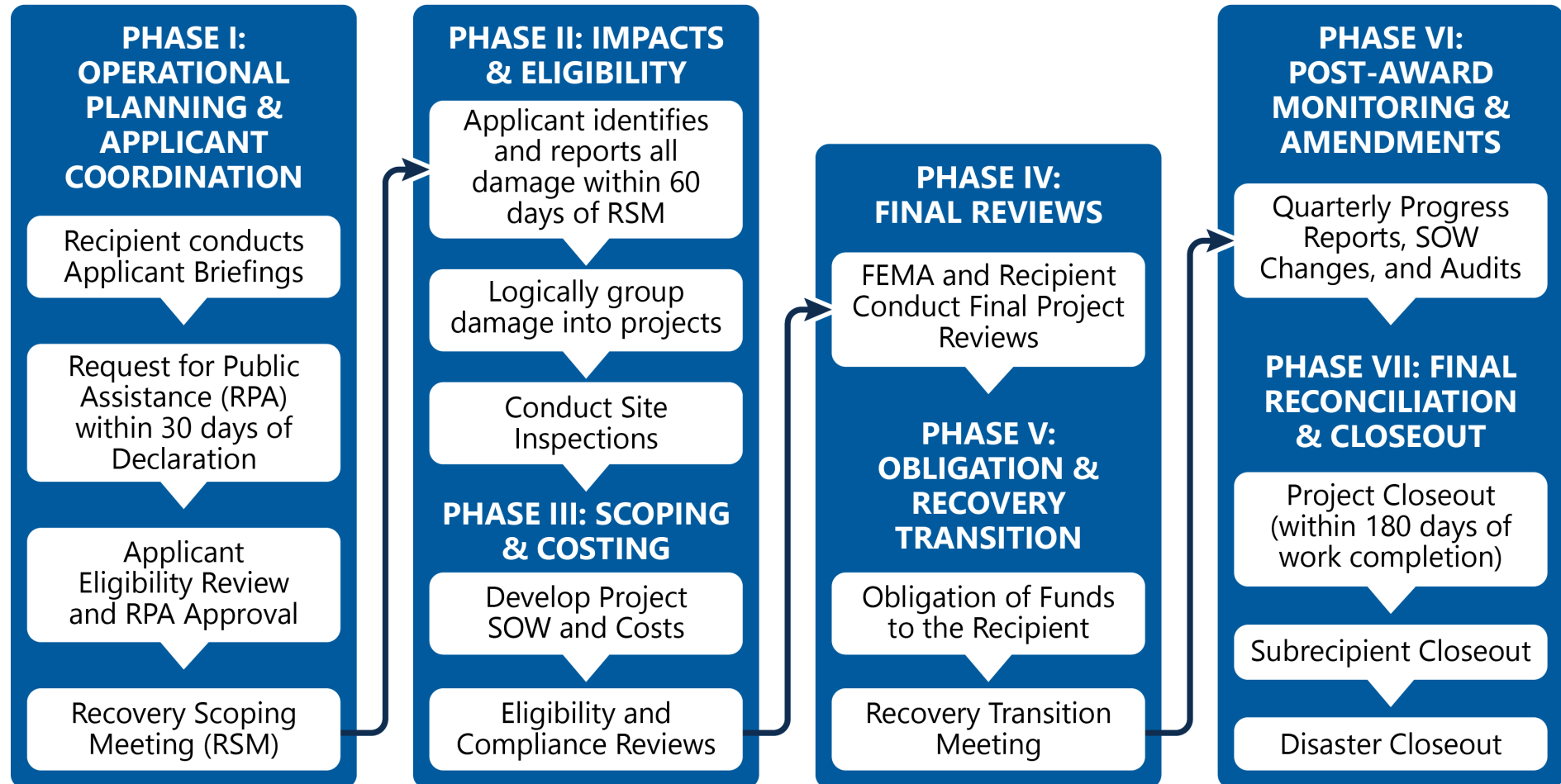
- A – Debris Removal
- B – Emergency Protective Measures
- C – Roads and Bridges
- D – Water Control Facilities
- E – Buildings and Equipment
- F – Public Utilities
- G – Parks, Recreational, and Other Facilities

Public Assistance

Factors:

- Estimated cost of the assistance
- Localized impacts
- Insurance coverage in force
- Hazard mitigation
- Recent multiple disasters
- Other federal agency assistance programs

Program Delivery Process





Hazard Mitigation Assistance

- Assistance to state, tribal, and local governments and certain private nonprofit organizations for actions taken to prevent or reduce long-term risk to life and property from natural hazards



Cost Share

Federal Share

- FEMA provides 75% of eligible costs
- FEMA may recommend increase up to 90%, meet or exceed qualifying threshold
 - Helene qualifies for 100% federal cost share for the first 180 days of the incident period (started 9/25/24)
 - Will likely be reduced back down to 75% after the 180 days

Non-Federal Share

- Applicant responsible for 25%
- 25% can be offset

Disaster Thresholds (2024 Threshold)

- Small Projects: \$3,900–\$1,036,999.99
- Large Projects: \$1,037,000.00

Donated Resources

- Can offset nonfederal share of eligible costs
- Must be tracked to offset

Small Business Administration (SBA) Loan:

- Provides loans to individuals and businesses for facility restoration

Donated resources include:

- Volunteer labor
- Donated equipment
- Donated supplies and materials
- Buildings or land
- Space
- Logistical support



FEMA Categories and Examples of Common Eligible Work

Debris Removal	Emergency Protective Measures	Roads and Bridges	Water Control Facilities	Public Buildings and Contents	Public Utilities	Parks, Recreational, and Other Facilities
Debris removal must be in the public interest and necessary to: • Eliminate immediate threats to lives, public health, and safety • Eliminate immediate threats of significant damage to improved public or private property Trees and Woody Debris Building Components Sand, Mud, Silt, and Gravel Removal of Temporary Levees	Search and Rescue Security Emergency Pumping Sandbagging Detour and Warning Signs EOC Activation Emergency and Temporary Repairs Overhead Power Lines Emergency Medical Facilities Emergency Evacuations Activities undertaken before, during, and after a disaster to save lives and protect improved property	Roads • Surfaces • Bases • Shoulders • Ditches • Drainage Structures • Low Water Crossings Bridges • Decking and Pavement • Piers • Girders • Abutments • Slope Protection • Approaches Slope Failures	Dams and Reservoirs Levees Engineered Drainage Channels Canals Aqueducts Sediment Basins Shore Protective Devices Irrigation Facilities Pumping Facilities	Buildings Structural Components Interior Systems • Electrical • Mechanical • Contents	Water Treatment Plants Power Generation and Distribution Facilities • Natural Gas Systems • Wind Turbines • Generators • Substations • Power Lines	Playground Equipment Swimming Pools Bath Houses Tennis courts Boat Docks Piers Picnic Tables Golf Courses Fish Hatcheries Mass Transit Facilities



Most Common Uses of Emergency Protective Measures

Transporting and pre-positioning equipment and other resources for response	Flood fighting	EOC-related costs	Emergency access	Supplies and commodities
Medical care and transport	Evacuation and sheltering, including that provided by another state or tribal government	Childcare	Safety inspections	Animal carcass removal
Demolition of structures	Search and rescue to locate survivors, household pets, and service animals requiring assistance	Firefighting	Security, such as barricades, fencing, or law enforcement	Use or lease of temporary generators for facilities that provide essential community services
Dissemination of information to the public to provide warnings and guidance	Health and safety hazards using various strategies, such as flyers, public service announcements, or newspaper campaigns	Searching to locate and recover human remains	Storage and interment of unidentified human remains	Mass mortuary services

THANK YOU



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN
BUNCOMBE COUNTY & THE TOWN OF BLACK MOUNTAIN

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

W I T N E S S E T H:

- WHEREAS, on September 25, 2024, Governor Roy Cooper issued Executive Order 315 declaring a statewide State of Emergency and on September 26, 2024, President Joseph R. Biden approved a federal disaster declaration for Buncombe County;
- WHEREAS, on or about September 27-28, 2024, Tropical Storm Helene ("storm") devastated portions of Buncombe County and the incorporated municipalities, yielding approximately 10 million cubic yards of debris countywide;
- WHEREAS, much of the debris is on private property and constitutes a threat to public health, safety, and welfare;
- WHEREAS, many residents 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, residents 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, to achieve orderly and efficient removal of debris from private property, the Town desires that Buncombe County coordinate the debris removal intake process for private property owners 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 debris removal (PPDR) 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 intake process for private property owners within the Town of Black Mountain.

3. Responsibilities.
 - a. Buncombe County. Buncombe County shall, by and through its consultant Tetra Tech, Inc., administer the PPDR intake process described in subtasks 3.1 and 3.2 in Exhibit A, which is incorporated by reference as if fully set forth herein.
 - b. Town of Black Mountain. The Town shall:
 - i. Identify personnel to coordinate with the County and the County's contractors in the PPDR intake process;
 - ii. Cooperate in good faith with the County and the County's contractors in the PPDR 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 pro rata share of costs associated with subtasks 3.1 and 3.2 that are not reimbursed by the federal government.
4. Hold Harmless. To the extent permitted by North Carolina law, the Town agrees to hold harmless the County and its officers, agents, employees, and contractors against all liability, loss, and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Buncombe County or its contractors for any damages that result from the County's negligence in removing storm-related debris within the Town of Black Mountain. The County is self-insured for tort claims. This notice of self-insurance does not waive any defense the County may raise to such a claim, including but not limited to governmental immunity.
5. Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this Agreement.
6. Termination. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least thirty (30) days written notice.
7. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of the State of North Carolina.
8. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.
9. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this

paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

10. Severability. Should any provision(s) contained in this Agreement be declared, by a court of competent jurisdiction, to be void, unenforceable, or illegal, such provision(s) shall be severable and the remaining provisions hereof shall remain in full force and effect.
11. Notices. In the event either Party desires or is required to provide any notice to the other Party, the Party desiring or required to provide such notice shall provide it in writing by email to the other Party at the following address:

Town:

County:

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

TOWN OF BLACK MOUNTAIN

BUNCOMBE COUNTY

Josh Harrold, Town Manager

Avril M. Pinder, County Manager

Exhibit A

Task 3: Debris Services

Subtask 3.1- Design TS Helene Private Property Debris Removal (PPDR) Program

- a. Program Design – Tetra Tech will work with the County during the first week of the engagement to design a County PPDR Application Program based on the current debris removal model in place (e.g. an outside agency performing debris removal, FEMA designating Buncombe County as a “high impact and catastrophic” zone). Specific activities during this Subtask include:
 - i. Review Right of Entry form and provide feedback to the County.
 - ii. As requested, review and provide input on the development of interlocal agreements with cities to allow the County to perform debris services in incorporated areas of the County.
 - iii. Create Program Guidelines.
 - iv. Participate in meetings with local, state and federal legal teams to review forms and program requirements.
 - v. Coordinate with local, state, and federal agencies to identify Right of Entry needs for waterway debris removal.
- b. Build Cloud-Based Document Storage and Application Intake System – In concert with the County Information Technology (IT) Department, Tetra Tech will build a PPDR document storage system for the Tropical Storm Helene debris program. This system will allow for application intake (if approved by the County). This will be cloud-based to store relevant project documents to be turned over to the County upon project completion. The County and Tetra Tech staff will be provided access to the System during project operations. Specific activities during this Subtask include:
 - i. Determine platform in conjunction with the County based on legal requirements.
 - ii. Build-out file storage system and reports.

Subtask 3.2- Implement TS Helene PPDR Program

- a. Perform PPDR Program Outreach – In conjunction with County staff, Tetra Tech will lead outreach activities to County residents for the TS Helene PPDR program. Our team will focus on the benefits of program participation, requirements for participation and set expectations associated with the work being performed and timeline. It is imperative the program has strong County staff/elected official participation for outreach activities. Specific activities during this Subtask include:
 - i. Conduct internal meeting to discuss communications strategy.
 - ii. Schedule, organize and lead Town Hall Debris Meetings (estimated four (4) meetings).
 - iii. Perform one-on-one meetings with community leaders.
 - iv. Develop social media messaging/graphics for inclusion in local and county-sponsored accounts.
 - v. Develop Frequently Asked Questions (FAQs).
 - vi. Provide talking points for County leadership.
- b. Execute PPDR Application Intake and Verification – Tetra Tech will implement the County PPDR Application program that incorporates mobile, fixed-site, canvassing, and home-based application intake. This will include staffing application support centers, collecting and scanning documentation, and verifying ownership. Based on the program guidelines described above our team will interface with County residents to collect required documentation thru the following activities:
 - i. Establish up to 5 PPDR Application Intake Centers within County facilities/locations and 1 virtual intake center over a 45-day period.

- ii. Staff ROE application support locations during operating hours and collect required ROE forms.
 - iii. Provide approximately 4,000 verified ROEs to USACE for debris removal.
 - iv. Provide the County with a PPDR ROE Dashboard.
 - v. Provide the County with weekly progress reports and conduct a weekly meeting with County leadership.
- c. Provide call center services to provide support to disaster survivors with questions about the County's debris programs. The call center will also provide scheduling support for home-based application intake. Deliverables for this task include: debris program call scripts, debris program FAQs, daily reporting on call volume metrics and inquiry types, escalation procedures, and master schedule for home-based application intake.
- d. Perform ROE for Waterways (IF REQUIRED) – Based on the information provided by FEMA/USACE at the time of the task order, the County **may be required** to obtain ROEs for work to be performed by a third party (e.g. USACE). This may include ROE for easements to the waterway and ROEs for work to be performed on the waterway itself.
- e. Perform Debris Site Assessments (IF REQUIRED) – Based on information provided by FEMA/USACE at the time of the task order, the County **may be required** to perform debris site assessments prior to turning over the PPDR file to USACE to remove debris. The site inspections will identify hazards on the property for removal by USACE. Specific activities include:
- i. Schedule and conduct approximately 4,000 Site Inspections
 - Review applicant created debris estimates.
 - Coordinate with property owner for date/time of inspection.
 - Provide four (4) Site Inspection Teams for completion of the Site Inspection Forms.

Subtask 3.3- Vessel and Vehicle Disposal Coordination

- a. Tetra Tech will support the County with the final disposal operations of derelict vessels and vehicles collected by the USACE Debris operation. Tetra Tech will provide the following services.
- i. Receive notifications from USACE that a vessel/vehicle has been retrieved and placed on the ROW, document and notify County staff.
 - ii. Document that the vehicle/vessel has been towed to the vehicle/vessel staging area.
 - iii. Notify the County when statutory deadlines for vehicle retrieval are met and that the vehicle/vessel can be disposed.
 - iv. Document that final disposition has taken place.

Subtask 3.4- Provide General Debris Technical Assistance to County

- a. Tetra Tech will provide Technical Assistance by Debris Subject Matter Experts (SMEs) to the County leadership as they engage with State and Federal partners. Specific activities include:
- i. Attend Debris Task Force Meetings with State/FEMA/USACE.
 - ii. Attend other internal related debris meetings (County Debris RSF Task Force).
 - iii. Provide debris program related support to County including policy review and analysis, strategy development and funding source analysis.
 - iv. Provide support for waterway debris removal programs.

Table 3: Task 3 Cost Breakdown [1][2][3][4][5][6]

Labor Category	Hourly Rate	Estimated Staff	Estimated Hours	Estimated Cost
Project Executive	\$295.00	1	20	\$5,900
PPDR Program Design SME	\$235.00	3	160	\$37,600
PPDR Documentation System Designer	\$215.00	1	40	\$8,600
PPDR Planner	\$115.00	1	20	\$2,300
PPDR Public Information Designer	\$115.00	2	40	\$4,600
PPDR Documentation Manager	\$135.00	1	800	\$108,000
PPDR Documentation Supervisor	\$115.00	3	2,664	\$306,360
PPDR Documentation Specialist (Intake Center)	\$95.00	12	5,400	\$513,000
PPDR Documentation Specialist (Home-based)	\$95.00	8	4,320	\$410,400
PPDR Documentation Specialist (Waterway)	\$95.00	2	1,080	\$102,600
PPDR Documentation Supervisor (Waterway)	\$115.00	.5	270	\$31,050

Labor Category	Hourly Rate	Estimated Staff	Estimated Hours	Estimated Cost
PPDR Call Center Representative/ROE Intake	\$90.00	6	3,240	\$291,600
PPDR Reporting & Data Analysis	\$135.00	2	840	\$113,400
Vessels & Vehicles Documentation Manager	\$135.00	1	50	\$6,750
Vessels & Vehicles Documentation Specialist	\$95.00	2	520	\$49,400
Debris Technical Assistance	\$235.00	3	40	\$9,400
PPDR Site Assessment Reviewers	\$90.00	25	16,000	\$1,440,000
PPDR Site Assessment Planner	\$135.00	1	480	\$64,800
PPDR Site Assessment Schedules & Reviewers	\$95.00	10	7,680	\$729,600
PPDR Public Information Designer	\$115.00	2	40	\$4,600
Estimated Labor				\$4,239,960
Estimated Expenses				\$170,000
Estimated Total				\$4,409,960

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates plus non-labor expenses as set forth in the Master Services Agreement (MSA) between the County and Tetra Tech for Comprehensive Disaster Recovery, Financial and Grant Management Support and Pre-Disaster Cost Recovery Planning Services.

[2] Though the table above outlines the anticipated staff positions and level of effort for these services, Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories; (ii) use fewer hours within one subtask and more hours within another subtask; and (iii) use additional positions/hourly rates in the MSA not shown above for performance of the subtask(s) as necessary.

[3] Based on the 45-day timeline, we anticipate approximately 80-90% of the 4,000 ROEs would be collected during this period.

[4] If required, Environmental services for Section 106, 107 or other required clearances may be added.

[5] Based on the 45-day timeline, we anticipate approximately 50-60% of the Site Assessment Reviews would be completed during this period.

[6] This may include site assessments in municipalities within Buncombe County as requested by the County.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Jessica Trotman, Asst. Town Manager	MEETING DATE:	January 13, 2025
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Planning & Development Services
TITLE OF ITEM:	Resolution to Approve a Memorandum of Understanding Through the French Broad Metropolitan Planning Organization for Continuing, Cooperative, and Comprehensive Planning		

SUGGESTED MOTION(S):

I move that Town Council approve the resolution as presented.

SUMMARY:

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. 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.

It is requested that the Council approve the proposed resolution which approves a Memorandum of Understanding with the French Broad Metropolitan Planning Organization for Continuing, Cooperative and Comprehensive 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. RESOLUTION_MPO_MOU

RESOLUTION #

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

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 _____ to _____ on this 13th day of January 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** January 13, 2025

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

TITLE OF ITEM: Monthly Tax Collector Report

SUGGESTED MOTION(S):

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

SUMMARY:

Tax Collector Report for November 2024.

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 November 2024



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Tammy Holland, Finance Director

DATE: Monday, January 13, 2025

SUBJECT: November 2024 Tax Collector Report

According to GS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes. Below is the month end report for collections (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

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

Billed	\$ 5,324,247.84
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 TAXE(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



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** January 13, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: Appointment of Tax Collector

SUGGESTED MOTION(S):

I move that Town Council appoint Laurel Mabery as Tax Collector for the Town of Black Mountain.

SUMMARY:

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. In the case of a vacancy during a tax collector's term the Town must appoint a new tax collector. The Town Manager and Finance Director recommends Laurel Mabery as the new Town Tax Collector. With the approval of the Town Tax Collector the town is also authorizing to delegate the all of the duties and authority of the Town Tax Collector to the Buncombe County Tax Collector.

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 Resolution



Resolution #

**RESOLUTION
APPOINTMENT OF THE TOWN TAX COLLECTOR**

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.

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., therefore;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board 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.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Asst. Town Manager **MEETING DATE:** January 13, 2025

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

TITLE OF ITEM: 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.

SUGGESTED MOTION(S):

I move that we 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.

SUMMARY:

The Town currently allows for temporary housing for personal property disasters, such as a house fire, and for construction of new homes. In order to prepare for the possibility of larger scale temporary housing due to Tropical Storm Helene, the Planning Board considered two options for emergency temporary housing.

The first option mostly aligns with the regulations adopted by Buncombe County and provide standards for larger scale temporary housing offsite. The amendment does require that the housing be through a government agency or non-profit. The amendment provides standards for siting, utilities, addressing, setbacks, and number of units allowed.

The second option adds to the existing text for temporary housing by expanding the type of temporary housing, the type of event where temporary housing would be allowed, and increasing the time-frame that temporary housing can be allowed.

The Planning considered these amendments at their December 16, 2024, meeting and recommended both options to Town Council.

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. 25_01_13_ORDINANCE_EMERGENCY_HOUSING

ORDINANCE #

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

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;

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

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 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.
- B. 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 ____ to ____ on this the 13th day of January 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, Recreation & Parks Director **MEETING DATE:** January 13, 2025

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

TITLE OF ITEM: Veteran's Park Ball Field Fencing (Fields 2,3,4)

SUGGESTED MOTION(S):

Select and accept a quote for fencing installation on fields two, three, and four.

SUMMARY:

As a result of Hurricane Helene, fencing needs to be installed on the baseball fields at Veteran's Park in order for youth baseball/softball to be able to operate 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 in to a usable condition.

Asheville Fence: \$120,774

Greybeard Fence: \$164,618

Grindstaff Fence: \$125,625

BUDGET IMPACT:

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

If no, describe how it will be funded. Budget amendment.

ATTACHMENTS:

1. AVL Fence
2. Greybeard Fence
3. Grindstaff Fence



ASHEVILLE CONTRACTING CO., INC.
PO BOX 1540
CANDLER, NC 28715
(P) 828-665-8900 (F) 828-665-8902
www.ashevillefence.com
HUB Certified (Woman Owned)

PROPOSAL/CONTRACT

Date: 12/18/2024

CUSTOMER INFORMATION:

TOWN OF BLACK MOUNTAIN

JOB INFORMATION:

Veterans Park Ballfield

FIELD 4

SCOPE OF WORK:

Field #3

BACKSTOP (\$21,473): Install approximately 120 linear feet of 30' tall galvanized chain link fencing.

4" SS40 posts set in concrete 72" below grade on 8' centers.

1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.

Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FOUL LINES (\$6,632):

Install approximately 178 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (2) 4' wide walk gates with lockable fork latches.

***OPTION TO ADD POLYMER SAFETY CAP

---Add \$1,246

OUTFIELD (\$11,410):

Install approximately 305 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (1) 12' wide double swing gate with a lockable industrial drop rod.

Polymer safety top cap on all top rail of outfield fencing

Approved & Accepted for Customer:

Contract Amount: \$ 39515.00

Customer

Date

Down Payment: \$ 19757.50

ASHEVILLE CONTRACTING CO., INC.:

Balance Due: \$ 19757.50

Salesperson

Date

Credit Card Processing Fee 3% Per Transaction

Quote good for 5 days



ASHEVILLE CONTRACTING CO., INC.
PO BOX 1540
CANDLER, NC 28715
(P) 828-665-8900 (F) 828-665-8902
www.ashevillefence.com
HUB Certified (Woman Owned)

PROPOSAL/CONTRACT

Date: 12/18/2024

CUSTOMER INFORMATION:

TOWN OF BLACK MOUNTAIN

JOB INFORMATION:

Veterans Park Ballfield

FIELD 3

SCOPE OF WORK:

Field #3

BACKSTOP (\$21,473): Install approximately 120 linear feet of 30' tall galvanized chain link fencing.

4" SS40 posts set in concrete 72" below grade on 8' centers.

1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.

Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FOUL LINES (\$8,470):

Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (2) 4' wide walk gates with lockable fork latches.

***OPTION TO ADD POLYMER SAFETY CAP

---Add \$1,736

OUTFIELD (\$13,046):

Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (1) 12' wide double swing gate with a lockable industrial drop rod.

Polymer safety top cap on all top rail of outfield fencing

Approved & Accepted for Customer:

Contract Amount: \$ 42989.00

Customer

Date

Down Payment: \$ 21494.50

ASHEVILLE CONTRACTING CO., INC.:

Balance Due: \$ 21494.50

Salesperson

Date

Credit Card Processing Fee 3% Per Transaction

Quote good for 5 days



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www.ashevillefence.com
HUB Certified (Woman Owned)

PROPOSAL/CONTRACT

Date: 12/18/2024

CUSTOMER INFORMATION:

TOWN OF BLACK MOUNTAIN

JOB INFORMATION:

Veterans Park Ballfield

FIELD 2

SCOPE OF WORK:

Field #2

BACKSTOP (\$21,473): Install approximately 120 linear feet of 30' tall galvanized chain link fencing.

4" SS40 posts set in concrete 72" below grade on 8' centers.

1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.

Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FOUL LINES (\$8,470):

Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (2) 4' wide walk gates with lockable fork latches.

***OPTION TO ADD POLYMER SAFETY CAP

---Add \$1,736

OUTFIELD (\$13,046):

Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (1) 12' wide double swing gate with a lockable industrial drop rod.

Polymer safety top cap on all top rail of outfield fencing

Approved & Accepted for Customer:

Contract Amount: \$ 42989.00

Customer

Date

Down Payment: \$ 21494.50

ASHEVILLE CONTRACTING CO., INC.:

Balance Due: \$ 21494.50

Salesperson

Date

Credit Card Processing Fee 3% Per Transaction

Quote good for 5 days



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www.ashevillefence.com
HUB Certified (Woman Owned)

PROPOSAL/CONTRACT

Date: 12/18/2024

CUSTOMER INFORMATION:

TOWN OF BLACK MOUNTAIN

JOB INFORMATION:

Veterans Park Ballfield

FIELD 1

SCOPE OF WORK:

Field #1

BACKSTOP (\$21,473): Install approximately 120 linear feet of 30' tall galvanized chain link fencing.

4" SS40 posts set in concrete 72" below grade on 8' centers.

1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.

Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FOUL LINES (\$8,470):

Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (2) 4' wide walk gates with lockable fork latches.

***OPTION TO ADD POLYMER SAFETY CAP

---Add \$1,736

OUTFIELD (\$13,046):

Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.

2.5" SS40 terminal posts set in concrete 36" below grade.

2" SS40 line posts set in concrete 36" below grade on 10' centers (max).

1-5/8" top rail and 7 gauge bottom tension wire.

Includes (1) 12' wide double swing gate with a lockable industrial drop rod.

Polymer safety top cap on all top rail of outfield fencing

Approved & Accepted for Customer:

Contract Amount: \$ 42989.00

Customer

Date

Down Payment: \$ 21494.50

ASHEVILLE CONTRACTING CO., INC.:

Balance Due: \$ 21494.50

Salesperson

Date

Credit Card Processing Fee 3% Per Transaction

Quote good for 5 days

Greybeard Fence LLC
 375 Duck Dr
 Mars Hill, NC 28754 US
 grant@greybeardfence.com
 www.greybeardfence.com



Estimate

ADDRESS

Joshua Henderson
 304 Black Mountain Ave.
 Black Mountain, NC 28711

ESTIMATE # 5601

DATE 12/03/2024

SALESPERSON

Grant Rehder

JOB

Veterans Park Baseball Fields

DATE	PRODUCT	QTY	RATE	AMOUNT
	Commercial Chain Link Fencing FIELD 1 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing. 4" SS40 posts set in concrete 72" below grade on 8' centers. 1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total. Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.	1	33,210.00	33,210.00
	Commercial Chain Link Fencing FIELD 1 FOUL LINES: Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing. 2.5" SS40 terminal posts set in concrete 36" below grade. 2" SS40 line posts set in concrete 36" below grade on 10' centers (max). 1-5/8" top rail and 7 gauge bottom tension wire. Includes (2) 4' wide walk gates with lockable fork latches.	1	8,437.00	8,437.00
	Commercial Chain Link Fencing FIELD 1 OUTFIELD: Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing. 2.5" SS40 terminal posts set in concrete 36" below grade. 2" SS40 line posts set in concrete 36" below grade on 10' centers (max). 1-5/8" top rail and 7 gauge bottom tension wire. Includes (1) 12' wide double swing gate with a lockable industrial drop rod. Polymer safety top cap on all top rail of outfield fencing.	1	14,647.00	14,647.00
	Commercial Chain Link Fencing FIELD 2 BACKSTOP: Install approximately 120 linear feet of 30'	1	33,210.00	33,210.00
	All private utilities, known or unknown are not the responsibility of Greybeard Fence, LLC			

DATE	PRODUCT	QTY	RATE	AMOUNT
	tall galvanized chain link fencing.			
	4" SS40 posts set in concrete 72" below grade on 8' centers. 1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total. Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.			
	Commercial Chain Link Fencing	1	8,437.00	8,437.00
	FIELD 2 FOUL LINES: Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.			
	2.5" SS40 terminal posts set in concrete 36" below grade. 2" SS40 line posts set in concrete 36" below grade on 10' centers (max). 1-5/8" top rail and 7 gauge bottom tension wire.			
	Includes (2) 4' wide walk gates with lockable fork latches.			
	Commercial Chain Link Fencing	1	14,647.00	14,647.00
	FIELD 2 OUTFIELD: Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.			
	2.5" SS40 terminal posts set in concrete 36" below grade. 2" SS40 line posts set in concrete 36" below grade on 10' centers (max). 1-5/8" top rail and 7 gauge bottom tension wire.			
	Includes (1) 12' wide double swing gate with a lockable industrial drop rod.			
	Polymer safety top cap on all top rail of outfield fencing.			
	Commercial Chain Link Fencing	1	33,210.00	33,210.00
	FIELD 3 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing.			
	4" SS40 posts set in concrete 72" below grade on 8' centers. 1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total. Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.			
	Commercial Chain Link Fencing	1	8,437.00	8,437.00
	FIELD 3 FOUL LINES: Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.			
	2.5" SS40 terminal posts set in concrete 36" below grade. 2" SS40 line posts set in concrete 36" below grade on 10' centers (max). 1-5/8" top rail and 7 gauge bottom tension wire.			
	Includes (2) 4' wide walk gates with lockable fork latches.			
	Commercial Chain Link Fencing	1	14,647.00	14,647.00
	FIELD 3 OUTFIELD: Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.			
	2.5" SS40 terminal posts set in concrete 36" below grade. 2" SS40 line posts set in concrete 36" below grade on 10' centers (max).			

DATE	PRODUCT	QTY	RATE	AMOUNT
	1-5/8" top rail and 7 gauge bottom tension wire.			
	Includes (1) 12' wide double swing gate with a lockable industrial drop rod.			
	Polymer safety top cap on all top rail of outfield fencing.			
	Commercial Chain Link Fencing	1	33,210.00	33,210.00
	FIELD 4 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing.			
	4" SS40 posts set in concrete 72" below grade on 8' centers.			
	1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.			
	Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.			
	Commercial Chain Link Fencing	1	6,056.00	6,056.00
	FIELD 4 FOUL LINES: Install approximately 178 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.			
	2.5" SS40 terminal posts set in concrete 36" below grade.			
	2" SS40 line posts set in concrete 36" below grade on 10' centers (max).			
	1-5/8" top rail and 7 gauge bottom tension wire.			
	Includes (2) 4' wide walk gates with lockable fork latches.			
	Commercial Chain Link Fencing	1	12,764.00	12,764.00
	FIELD 4 OUTFIELD: Install approximately 305 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.			
	2.5" SS40 terminal posts set in concrete 36" below grade.			
	2" SS40 line posts set in concrete 36" below grade on 10' centers (max).			
	1-5/8" top rail and 7 gauge bottom tension wire.			
	Includes (1) 12' wide double swing gate with a lockable industrial drop rod.			
	Polymer safety top cap on all top rail of outfield fencing.			

Please mail payments to:
Greybeard Fence Solutions
375 Duck Dr.
Mars Hill, NC 28754

TOTAL

\$220,912.00

Greybeard Fence Solutions does accept credit card payments, with a 3% processing fee.

Thank you!

Accepted By

Accepted Date

**G & S Fence Company
(Grindstaff and Sons)
759 Graphite Road
Old Fort, NC 28762
828-668-4647
gandsfenceco@gmail.com
williamsjl11@yahoo.com**

**QUOTE
January 13, 2025**

**Town of Black Mountain
304 Black Mountain Avenue
Black Mountain, NC 28711
Attn: Josh Henderson**

Job Location: Veterans Park Baseball Fields, Black Mountain, NC

Base on the specifications furnished to us. The quote is as follows:

Field and Backstop # 1	\$43,050.00
Field and Backstop # 2	\$43,050.00
Field and Backstop # 3	\$43,050.00
Field and Backstop # 4	<u>\$39,525.00</u>
	\$168,675.00

**2 Year Workmanship Warranty
15 Year Limited Manufacture Warranty**



Outlook

Fencing Specs For Veterans Park Baseball Fields

From Joshua Henderson <joshua.henderson@tobm.org>

Date Fri 12/13/2024 1:04 PM

To williamsjl11@yahoo.com <williamsjl11@yahoo.com>

Great talking to you this morning. Below are the specs for the fencing that we are seeking a quote for. Please let me know if you have any questions or need additional information. Thank you!

FIELD 1 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing.
4" SS40 posts set in concrete 72" below grade on 8' centers.
1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.
Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FIELD 1 FOUL LINES: Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (2) 4' wide walk gates with lockable fork latches.

FIELD 1 OUTFIELD: Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (1) 12' wide double swing gate with a lockable industrial drop rod.
Polymer safety top cap on all top rail of outfield fencing.

FIELD 2 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing.
4" SS40 posts set in concrete 72" below grade on 8' centers.
1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.
Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FIELD 2 FOUL LINES: Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (2) 4' wide walk gates with lockable fork latches.

FIELD 2 OUTFIELD: Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (1) 12' wide double swing gate with a lockable industrial drop rod.
Polymer safety top cap on all top rail of outfield fencing.

FIELD 3 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing.

4" SS40 posts set in concrete 72" below grade on 8' centers.
1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.
Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FIELD 3 FOUL LINES: Install approximately 248 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (2) 4' wide walk gates with lockable fork latches.

FIELD 3 OUTFIELD: Install approximately 350 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (1) 12' wide double swing gate with a lockable industrial drop rod.
Polymer safety top cap on all top rail of outfield fencing.

FIELD 4 BACKSTOP: Install approximately 120 linear feet of 30' tall galvanized chain link fencing.
4" SS40 posts set in concrete 72" below grade on 8' centers.
1-5/8" SS40 rails on 6' centers with an additional rail 3' above grade for additional strength. 7 rails in total.
Bottom 6' of chain link mesh is 6 gauge. Next 24' of chain link is 9 gauge.

FIELD 4 FOUL LINES: Install approximately 178 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (2) 4' wide walk gates with lockable fork latches.

FIELD 4 OUTFIELD: Install approximately 305 linear feet of 6' tall, 2" x 9 gauge galvanized chain link fencing.
2.5" SS40 terminal posts set in concrete 36" below grade.
2" SS40 line posts set in concrete 36" below grade on 10' centers (max).
1-5/8" top rail and 7 gauge bottom tension wire.
Includes (1) 12' wide double swing gate with a lockable industrial drop rod.
Polymer safety top cap on all top rail of outfield fencing.



Josh Henderson, CPRP, CPO
Recreation & Parks Director
Town of Black Mountain
304 Black Mountain Ave
Office: 828.419.7205
Cell: 828.767.0064



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** January 13, 2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Green Tee Grill Lease Renewal

SUGGESTED MOTION(S):

Council will discuss the renewal of this lease and make the motion based on the discussion.

SUMMARY:

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 as a result of Hurricane Helene damages, or until the end of the current lease term. Since the lease expires in January 2025, the Council will discuss the lease renewal, and the monthly lease payments, as the Black Mountain Golf Course remains closed. The lease, if renewed, would expire in January 2026. A letter of request from Ms. Davis, and draft lease document are attached for Council to review and offer any amendments.

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. Green Tee Grille Lease Renewal Request Letter
2. 2025 Green Tee Grille Lease-Draft

September 22, 2024

To Josh Harold and the council on the Board,

My name is Karen Davis, owner of Green Tee Grille at Black Mountain golf course. I would like to request renewal of my lease with the town under the same terms. Under the unfortunate circumstances of the natural disaster Helene, I would ask that you would consider waiving my lease payment until my new lease begins or ends on February 1st. I am going to try to reopen and have been approved to do so by the buncombe county health department with guidelines that have to be followed. I'm not sure how much business I will have as the menu will be limited and my system is down so it will have to be cash only. Right now there is no help being offered for small businesses. Thank you for considering my request. It has been my pleasure to service the Town of Black Mountain and the golf community,

Sincerely,

Karen Davis

GOLF COURSE SNACK SHOP LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this 14th day of January, 2025, by and between the Town of Black Mountain, a municipal corporation situated in Buncombe County, North Carolina ("Town" or "Lessor"), and Green Tee Grille, LLC ("Lessee").

The Lessor hereby leases to the Lessee that property known as the golf course snack shop, also commonly referred to as the 19th Hole, upon the terms and conditions set out below.

1. The Lessee has given notice of intent to extend the lease for the 19th Hole for an additional year as allowed by the lease entered into in 2024, and the term of the lease extension shall be twelve (12) months, beginning January 14, 2025, and running from January 14, 2025, until January 14, 2026 (the "extended term").
2. The Lessee shall have the option to renew this lease for another additional one year term under the same terms and conditions as set out herein. If the Lessee intends to extend the lease she must give written notice to the Town in writing by certified mail or hand delivery no later than the 31st day of October, 2025. If Lessee is in default or breach or the Town deems Lessee's past performance unsatisfactory or unacceptable and has informed the Lessee in writing of past performance which it deems unsatisfactory or unacceptable, the Town may refuse the renewal, or terminate the renewal option, by notice given to the Lessee in writing and by certified mail no later than the 30th day of November, 2025. Town is under no obligation to give such notice of non-renewal unless it receives notice of Lessee's intent to renew as set out herein.
3. The Town and the Lessee may renegotiate any provisions of this Agreement for the renewal term prior to renewal at the request of the Lessee, or at the request of the Town if there are issues of performance by the Lessee during the extended term if the Town determines that renegotiation of terms will resolve the performance issues.
4. The rent for the extended term of the lease shall be \$400.00 per month. The Lessee shall be required to pay the lease payment in monthly installments with each month's payment being payable in advance beginning January 14, 2025. Future monthly payments can be paid in advance for any portion of the lease term.
5. The Lessee understands and agrees that the primary purpose of the Green Tee Grille is to cater to golf course patrons.
6. The Lessee shall be responsible for obtaining all licenses and permits, with the exception of the special occasion permit, necessary to operate said grille.
7. The Lessor shall pay the electric bill for the Green Tee Grille and the rest of that building.
8. The Lessee will retain all receipts from the operation of the Green Tee Grille.

9. In the event of a scheduled outing when the golf course is closed for any portion of the day to non-tournament patrons and food and/or beverage is provided by someone other than Green Tee Grille, LLC, said outing will be responsible for providing \$5 per player or \$300, whichever is greater, to the Lessee. This is not a room rate rental fee. The golf course manager has the right to adjust this amount at any time.
10. The Town of Black Mountain will furnish the equipment and any furniture located on the premises at the time of this agreement. The Lessee shall maintain this equipment as needed for the term of the lease, but any major equipment (freezers, refrigerators, grills, ranges, ovens, and microwaves) requiring replacement will be paid for by the Lessor. All equipment and furniture currently on site will remain property of the Town of Black Mountain. Any equipment acquired to replace equipment furnished by the Town at the beginning of the lease, shall become the property of the Town. Any equipment added by the Lessee shall be the property of the Lessee and may be removed at the end or upon termination of this lease. Lessee may donate such equipment to the Town unless the Town directs that the Lessee remove any such equipment at the end or upon termination of the lease term.
11. The Lessee shall be liable for any and all activities on the leased premises during the business hours of the Green Tee Grille, which includes the porch area, that might arise from the sale of food and drink at said snack shop.
12. The Lessee shall be required to carry a minimum of \$1,000,000 in liability insurance and any required workers' compensation insurance, appropriate to protect the Town of Black Mountain. In addition, the Lessee shall be required to furnish renter's insurance to cover any of her personal property or equipment on the premises.
13. The Town of Black Mountain reserves the right to check the identification of persons of questionable age who are dispensing and/or consuming alcohol.
14. The Town of Black Mountain is obligated to close the Green Tee Grille for any sales immediately upon determination of any ABC (Alcoholic Beverage Control) violation until such time that the violations are corrected.
15. Upon a second ABC violation, the Lessee will be given a two (2) week notice to vacate the premises, beer sales will be suspended, and the Lessee will be required to pay rent for ninety (90) days following the suspension of beer sales and business.
16. The Lessee and his/her employees of Green Tee Grille, LLC, will abide by all Federal, State and Local laws, regulations and ordinances.
17. No political activities shall be conducted on the premises and no materials may be posted or distributed on the premises which are related to politics, public office or political campaigns with the implied or actual consent or encouragement of the Lessee, its employees or agents. This will not impose on the Lessee any obligation to monitor or control the private conversations of patrons.

18. The Lessee will ensure that the Town of Black Mountain will have a key to each entrance of the Green Tee Grille.
19. The minimum days and hours of operations for the Green Tee Grille shall be the same as the days and hours of the Golf Course Pro Shop:
 - a. 9:00 a.m. until 5:00 p.m. during daylight savings time (spring and summer)
 - b. 10:00 a.m. until 4:00 p.m. during standard time (fall and winter) Seven (7) days a week

(*The Green Tee Grille shall not be required to remain open during times of inclement weather or when the pro shop is closed, may close on Mondays to adjust for staffing shortages and/or slow business, and may be closed at any time with the permission of the Golf Course Manager.) *Lessee requests to be closed on Mondays unless there is a special event.

20. The Lessee shall be responsible for maintaining and cleaning the snack shop area, to include the restrooms, in a manner satisfactory to the Golf Course Manager, but Lessor shall provide all materials (paper towels, toilet paper, soap, etc.) for the restrooms.
21. The Lessee shall provide a menu for the Green Tee Grille, that shall be reviewed by the Golf Course Manager.
22. The Lessee will permit any operation assessment team access to the Green Tee Grille for review, observation or evaluation, as the Town of Black Mountain deems necessary.
23. An Annual health inspection will be required by the Town of Black Mountain.
24. If the Lessee chooses to sublet or sell his/her interest in this lease or the Green Tee Grille the Lessee will need the approval of the Town of Black Mountain.
25. If the Lessee wishes to terminate the lease prior to the end of the lease term it may do so by giving the Town ninety (90) days' written notice of its intent to terminate the lease and Lessee will be required to make monthly rental payments to the Town, for the remaining lease term, or until the Town secures a new Lessee for the facility or takes over management of the business on a permanent basis. If the Lessee terminates the lease, it must have all of its goods and equipment removed from the premises by the end of the day upon which it ceases to operate its business under the lease.

THE TOWN OF BLACK MOUNTAIN

GREEN TEE GRILLE, LLC

By: _____
Josh Harrold, Town Manager

By: _____
Karen M. Davis, Managing Member



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Wesley Barker, Town Clerk	MEETING DATE:	January 13, 2025
AGENDA SECTION:	New Business	DEPARTMENT:	Administration
TITLE OF ITEM:	NC League of Municipalities 2025-26 Biennium Legislative Goals & Selection of Voting Delegate		

SUGGESTED MOTION(S):

I move that the Town Council approve the resolution selecting the advocacy goals as proposed by the NCLM Board of Directors, and designate the Town Clerk as the voting delegate to cast the vote on behalf of the Council.

SUMMARY:

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. Over the last few months, the NCLM Legislative Policy Committee considered these ideas, then 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.

For years, the League has followed an inclusive, member-driven process to form policy positions on key issues for N.C. cities. This process is designed to take input from municipal officials in every corner of the state, and it reflects the diversity of opinion existing across North Carolina. This process ensures substantial involvement by the League's Legislative Policy Committee, but also the broader League membership and the NCLM Board of Directors. 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.

Town Council Action

Town Council should review and vote on the proposed goals so that cities and towns have a focused state and federal advocacy agenda for the 2025-2026 legislative biennium, which begins in January 2025 at the N.C. General Assembly. Each municipality will cast a single vote by selecting **10 of the 16** proposed advocacy goals in the form of resolution approval.

The 16 proposed advocacy goals by the NCLM Board of Directors are attached within this agenda item for Town Council to review and **choose ten (10)**.

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 of January 17, 2025.

About the Legislative Goals Process & Timeline

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 our members' opinions and circumstances. This member-driven process coincides with the start of each new legislative biennium. During even-numbered years, members come together to share their legislative goals and priorities. The basic process includes the following steps:

1. 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.
2. 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.
3. 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.
4. 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.

Policy Development Timeline:

- September | Select policy focus areas: NCLM Board of Directors
- September - October | Gather ideas: NCLM Membership
- October - November | Refine ideas: Legislative Policy Committee
- December | Recommend ideas: NCLM Board of Directors
- January | Finalize ideas: NCLM Membership Vote
- February | Unite behind ideas: NCLM Members & Legislators

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. 2025-26 NCLM Biennium Legislative Proposed 16 Goals
2. Resolution Adopting 2025-26 NCLM Biennium Legislative Goals

LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY THE NCLM BOARD OF DIRECTORS

The following goal statements are NOT listed in any priority order.

- **Expand funding opportunities for disaster resiliency and recovery efforts.**
 - North Carolina has faced a number of damaging natural disasters in recent years, including the unprecedented storm that devastated western North Carolina in the fall of 2024.
 - To fully recover from these natural disasters requires a broad approach that focuses on infrastructure, housing and economic losses.
 - Federal assistance and private insurance will not be enough to address these ongoing, critical needs or mitigate damage when future disasters hit.
- **Establish long-term funding streams that adequately address water, sewer, stormwater, transportation and other infrastructure needs.**
 - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
 - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
 - Creating long-term and more permanent funding streams for infrastructure will ensure adequate investments so that North Carolina thrives now and into the future.
- **Expand state transportation funding streams for construction and maintenance of municipal and state-owned secondary roads.**
 - Current Powell Bill and other state funding is not adequate to address transportation needs, particularly as they affect municipal and state-owned secondary roads.
 - In many cities and towns, major commuting corridors are not receiving the level of investment needed to keep pace with traffic.
 - More investment is needed for these roads if existing residents are to embrace business and residential growth



- **Increase funds to remediate contamination in local water supplies.**
 - Local municipal water systems and their ratepayers increasingly are footing the costs of cleaning up PFAS and other “forever” chemicals from drinking water supplies.
 - As more regulations are set at the state and federal level to limit these chemicals in water supplies, costs will escalate.
 - Cities primary recourse to try to recoup the cost for utility ratepayers is through the courts.
- **Expand incentives and funding for local economic development.**
 - Funding is simply inadequate in many cities and towns to encourage job growth.
 - State grants and incentives are often targeted in ways that fail to assist the areas in greatest need of job creation.
 - Maintaining or expanding funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits helps cities and towns across the state.
- **Create incentives to encourage the development of diverse housing options.**
 - Housing affordability continues to be a significant problem across many areas of North Carolina, affecting people of different income levels.
 - The lack of affordable housing acts as a major impediment to business and workforce recruitment.
 - State incentives to encourage the construction of housing for people of various income levels are extremely limited.
- **Provide resources to rehabilitate or purchase blighted properties.**
 - In many cities and towns, blighted properties act as an impediment to economic and business growth.
 - Cities and towns have limited means to address these properties, particularly in more rural, smaller communities.
 - Rehabilitating blighted properties can help address North Carolina’s housing needs.

- **Create incentives that encourage and adequately fund regionalized water and sewer solutions.**
 - A number of municipal water and sewer systems continue to financially struggle with deferred maintenance needs.
 - These challenges came about largely due to population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
 - While legislators and municipalities have begun to address these issues with the creation of the Viable Utility Reserve and the use of ARPA funding, state estimates show needs still exceed expenditures by several billion dollars.
- **Reduce regulatory conflicts between state agencies that discourage voluntary consolidation, merger and interconnection of municipal utility systems.**
 - Municipalities have contractually obtained older, smaller utility systems of other municipalities and private enterprises in order to provide better and more efficient services to residents and businesses.
 - Older laws and regulations impose penalties on mid-size and large municipalities due to state agencies requiring them to pay for relocation of utilities when those penalties would have been reduced or eliminated for the smaller entities they were purchased from.
 - The State should work to reduce and eliminate these conflicts which have the effect of discouraging voluntary consolidation, merger and interconnection of municipal utility systems.
- **Create an orphan road program whereby the state improves those roads to N.C. Department of Transportation standards before municipalities assume maintenance responsibilities.**
 - So-called orphan roads are typically created when a street in a subdivision is not built to state or municipal standards, and the developer walks away without an agreement for maintenance.
 - The abandoned road can leave homeowners on the hook for the cost of maintenance.
 - For cities and towns, these abandoned roads can serve as a deterrent to voluntary annexation agreements even as the residents seek municipal services.

- **Provide local revenue options beyond the property tax.**
 - Roughly 40 percent of municipal general fund revenue is generated by local property taxes.
 - Cities have little to no authority to raise significant revenue in other ways.
 - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.
- **Support technical assistance programs to assist municipalities with securing or maintaining grants or other necessary municipal resources.**
 - Many municipalities do not have the resources to seek or administer grants, even as that source of funding could help meet the needs of residents.
 - State, federal and other grant funding offers a significant opportunity for cities and towns to improve infrastructure or enhance services.
 - Providing technical assistance to these municipalities can provide them with access to grant funding, providing resources not otherwise available to them.
- **Address the needs of a changing municipal workforce through state assistance that supports employee retention, including training and recruitment.**
 - Municipalities across the state are facing staffing issues as current workers age and retire.
 - Training and retention resources are limited and competing with wages offered in the private sector can be difficult.
 - The use of training and recruitment tools across state and local government boundaries can improve public sector workforce availability.
- **Update the annexation petition thresholds to make voluntary annexations easier to initiate.**
 - Voluntary annexation by petition currently requires 100 percent consent from all property owners, a threshold that can be impossible to meet even if a majority of property owners can benefit by utilizing their property for business or residential purposes.
 - Lowering the threshold from 100 percent represents a middle ground that would still reflect the will of property owners but not handicap communities' ability to economically thrive.
 - The ability of a city or town to grow and reflect its urban footprint is vital to its financial health; city services are relied on by residents whether they live in or near municipal boundaries.

- **Preserve authority for extraterritorial jurisdiction to ensure that growth is well-planned and investments by homeowners and business owners are protected.**
 - A community's land-use planning tools, including ETJ, are vital as infrastructure investments are made that pave the way for economic growth.
 - Protecting homes and businesses from incompatible uses continues to be an important feature of ETJs. As of 2022, at least 14 counties in North Carolina had no zoning restrictions, with several others being only partially zoned.
 - Protecting neighborhoods from incompatible uses ultimately protects the value of residents' homes and property.
- **Protect the ability of municipal elected officials, acting on behalf of local voters, to determine election formats, districts and other election matters currently under their purview.**
 - Locally-elected municipal officials are best positioned to understand the wishes of local voters and how those should be applied to local election matters.
 - In many areas, residents prefer to avoid political polarization when it comes to the practical tasks of municipal government.
 - Locally-elected municipal officials are in their communities every day and accessible to voters.

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. (Insert Goal)**
- 2. (Insert Goal)**
- 3. (Insert Goal)**
- 4. (Insert Goal)**
- 5. (Insert Goal)**
- 6. (Insert Goal)**

7. (Insert Goal)
8. (Insert Goal)
9. (Insert Goal)
10. (Insert Goal)

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.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** January 13, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: Discussion of Parallel Parking on Sutton Ave.

SUGGESTED MOTION(S):

Discussion item only.

SUMMARY:

The Town Manager will discuss parallel parking along Sutton Ave. with the Town Council.

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: Josh Harrold, Town Manager **MEETING DATE:** January 13, 2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Discussion of Unmuffled Engine Braking

SUGGESTED MOTION(S):

Discussion item only.

SUMMARY:

The Town Manager will discuss with the Council unmuffled engine braking, commonly known as "jake braking."

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

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.

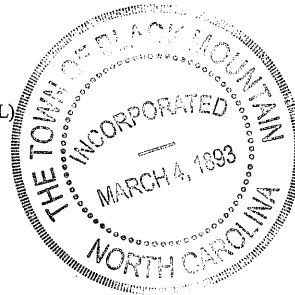
The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time,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

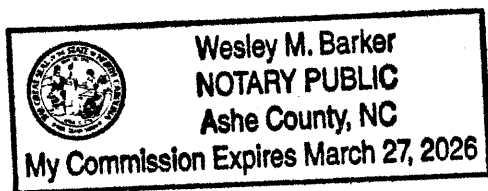
[Signature] (SEAL)
PRINT NAME: Josh M. Harrold
TITLE: Town Manager



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

