# BLACK MOUNTAIN TOWN COUNCIL MINUTES

**February 10, 2025 | Regular Session Meeting | Time: 6:00 PM**

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

The Black Mountain Town Council held their regular monthly meeting on Monday, February 10, 2025, at 6:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

## 1. CALL TO ORDER

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

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

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

## 2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

**2025 Black History Month Proclamation-** Vice Mayor Archie Pertiller read the Black History Month Proclamation.

## 3. CITIZEN COMMENTS

Lynn Swann, 101 S. Park Ln.- spoke on quick renovation or relocation of the Senior Center so it can reopen quickly post Helene. She read a statement on the importance of the Senior Center to the community and its senior residents.

Jeffrey Hutchins, 501 Azaela Ave.- read a statement thanking the Town staff, Council and first responders for Helene recovery in the town. Spoke on DEI efforts and the challenge by the Federal Government and protecting the citizens with disabilities.

Anna Marcel Hermanas, 404 S. Oconeechee Ave.- spoke on the initiative Standing up for Racial Justice (SURJ), working with a group throughout Buncombe County. This group is asking Council, Commissioners, the School Board, and faith-based organizations to take a pledge (resolution) to show up and protect all rights, safety, and dignity of people in the community, as a solidarity pledge.

Joyce Miles, 1182 Old US 70 W.- Thanked the Council for the recent support of the Senior Center. She spoke on concerns with the Senior Center being closed since the hurricane, and getting this facility back up and running. She spoke on the need of fellowship and comradery from the seniors, and learning about programs and services by special guests to educate and inform senior citizens.

Elizabeth Swann, 207 Gatchell St.- spoke on Lakeview Center's importance to the senior citizens of the community and the activities and programs that seniors are missing out on by it being closed.

Nancy McKay, 102 S. Park Ln.- stated 40% of the population in the town are 60 years of age or older and socialization is very important to senior citizens. She asks the Council to prioritize getting the senior center back up and running.

Carol Schneider, 210 9th St.- spoke about the Senior Center needs, and spoke about the beneficial exercise classes important to healthy living, the card games and games that help keep seniors minds active. She asks Council to look at ways to get the Senior Center back open as soon as possible.

Jim Schneider, 210 9th St.- spoke on the Senior Center and socialization benefits. Asks for prioritization of getting the Senior Center back up and going for the benefit of the community's senior population.

Fae Yee- 620 Azalea Ave.- spoke on citizen rights to assemble and spoke on training of the Police Department for rights to assemble.

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

### 4.A. Presentation of Town Audit.

Travis Keever, CPA, gave a presentation on an overview of the Town's audit for Fiscal Year (FY) 2024, which ended June 30, 2024. Travis stated the Town has a clean audit opinion, with no material weakness within internal control. He stated internal controls have been improved since last year's findings of some material weaknesses.

Further, Travis reviewed some financial performance indicators of concern that he stated must be disclosed at a public meeting. These include the following: 1) expenditures in excess of appropriations in the Golf Fund, 2) deficit fund balance of $66,000 due to timing of reimbursement of capital project grant funds. It should be noted that this audit report does not include any hurricane-related expenditures, as this audit is for the FY ending June 30, 2024. These expenses will show up in next year's audit.

Other information discussed included the Fund Balance amount changing (decreased) in FY 24 due to spending of ARPA funds that had been sitting in the account for earmarked projects. According to the Local Government Commission (LGC), approximately 8% of Fund Balance is recommended and the Town of Black Mountain, had a fund balance of 45% at FY end, which indicated healthy financial shape of the Town. Further, the Town saw a decrease in debt of $497,000 over last FY. ***A copy of the 2024 financial report presentation is included as Appendix A at the end of these minutes.***

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**4.B. Hurricane Helene Financials Update.** Finance Director Tammy Holland gave a financial presentation from the 2nd quarter. Tammy also went over the Helene Budget to Actual Revenue and Budget to Actual Expenditures to date. ***A copy of this presentation and financial reports are included as Appendix B at the end of these minutes.***

## 5. CONSENT AGENDA

**5.A. Adoption of Meeting Minutes from December 5 & 9, 2024 and January 9 & 13, 2025.** ***Town Council Member Ryan Stone made a motion to approve the meeting minutes as presented. A vote of 5-0 in favor.***

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

| | | |
|---|---|---|
| **CURRENT YEAR TAX -ADVALOREM TAXES** | | |
| Billed | $ | 5,324,247.84 |
| Collected | $ | 4,274,470.50 |
| Adjustments and Releases | $ | 8,844.68 |
| **Outstanding real and personal property taxes** | **$** | **1,058,622.02** |
| ***TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR*** | | 80.15% |
| **PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH** | | |
| Collected | $ | 54.07 |
| Adjustments and Releases | $ | 247.17 |

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

| | |
|---|---|
| Ad Valorem | $ 1,351.31 |
| Motor Vehicle | $ 4.01 |

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

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

**A RESOLUTION TO PARTNER WITH WARREN WILSON COLLEGE, FERN LEAF, AND SWANNANOA GRASSROOTS ALLIANCE IN APPLYING FOR THE CLIMATE RESILIENCE FUND'S COMMUNITY-BASED CLIMATE SERVICES INITIATIVE GRANT**
**Resolution: R-25-04**

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

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

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

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

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

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

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

1. The Town of Black Mountain formally commits to partnering with Warren Wilson College, Fern Leaf, and Swannanoa Grassroots Alliance in the application process for the Climate Resilience Fund's Community-Based Climate Services Initiative grant.

2. The Town of Black Mountain designates Jessica Trotman, Assistant Town Manager, as the primary representative to coordinate with project partners and oversee the Town's involvement in the grant application and implementation process.

3. The Town of Black Mountain will support the collaborative efforts of the partners in conducting risk assessments, engaging the community, prioritizing projects, and implementing resilience strategies.

4. The Town of Black Mountain will work in good faith with the designated adaptation professional to ensure compliance with the grant's requirements and maximize the benefits to the community.

5. The Town Manager is authorized to take all necessary actions to support the submission of the grant application and, if awarded, to implement the grant in accordance with its terms.

Adopted this 10th day of February, 2025, by the Town Council of the Town of Black Mountain.

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**5.D. Consideration of Budget Amendments.** ***Town Council Member Ryan Stone made a motion to approve the budget amendments as presented. A vote of 5-0 in favor.***

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**5.E. Call for Public Hearing to Amend Chapter 8, Section 8.2 Phase II Stormwater Ordinance.** This item was tabled until a later meeting. No action taken.

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**6. PUBLIC HEARING- None.**

**7. UNFINISHED BUSINESS- None.**

**8. CITIZEN COMMENTS- None.**

**9. NEW BUSINESS**

**9.A. Consideration of Adoption of Dr. John Wilson Community Garden Site Plan.**

Recreation and Parks Director Josh Henderson introduced Leonora Stefanile, the new Community Garden Manager, who gave a presentation on the Dr. John Wilson Community Garden Site Plan concept plan. At the February 12, 2024 regular session meeting, a 10- year strategic plan for the Dr. John Wilson Community Garden was adopted by the Town Council. A goal of the strategic plan and recommendation of the Recreation and Parks Master Plan, was to develop a site plan for the community garden. This proposed site plan was completed by Craig Siska, with Siska Design, which specializes in landscape architecture and planning. This site plan was created prior to Hurricane Helene, so some changes may need to occur from this concept plan. ***Town Council Member Doug Hay made a motion to adopt the site plan as presented. A vote of 5-0 in favor.***

***A copy of this presentation is included as Appendix C at the end of these minutes.***

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**9.B. Acceptance of Donation for Purchase of Fencing on Field One and Purchase of New Bleachers at Veteran's Park.**

The Black Mountain Presbyterian Church wishes to donate $67,000 to the Town of Black Mountain for repairs to Veteran's Park that was destroyed by Hurricane Helene. $43,000 of this will go toward the purchase and installation of new fencing at field one at Veteran's Park, and the remaining $24,000 will go toward purchasing new bleachers at Veteran's Park. Asheville Fence will complete the fencing at field one during the same time frame as the fencing will be installed at fields two, three and four, which were approved for purchase and installation by the Council at the January 13, 2025 Council Meeting. This will result in cost savings on labor and equipment. ***Town Council Member Doug Hay made a motion to approve the following resolution. A vote of 5-0 in favor.***

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

**Resolution # R-25-05**

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

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

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

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

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

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

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

This the 10th day of February 2025.

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**9.C. Consideration of Reinstating Development Fees.**

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

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

The impetus of bringing this matter forward is the significant revenue loss caused by the suspension of fees, as well as the financial challenges the Town faces in addressing long-term disaster recovery needs. Discussion then took place among Council of reinstating fees that are not related to storm damage and repair/recovery needs, but if they are, these permits would still be waived until end of this Fiscal Year, June 30, 2025. The Town Attorney suggested including any amended rules on the current development permit applications, which would require the applicant to indicate if the work being permitted was related to the storm or not.

***Town Council Member Alice Berry made a motion to reinstate all development fees, with exception of any fees associated with Hurricane Helene repairs, to be effective February 11, 2025. A vote of 5-0 in favor.***

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**9.D. Amended Project Ordinance for Hurricane Helene.**

The Town of Black Mountain periodically establishes grant project ordinances for endeavors that involves funding in whole or in part by revenues received from the Federal and/or State Government. The operating or capital expenditure defined within the grant contract may require a time frame greater than one fiscal year to complete. Consequently, the adoption of a grant project ordinance allows the governmental entity to appropriate funds for the life of the project without the governing board having to reallocate funding each fiscal year.

This agenda item is to consider the approval of a Resolution to accept funding from NC Department of Environmental Quality (DEQ) for Emergency Bridge Loan for $200,000 for a Division Technical Assistance Grant, an amendment of the Grant Project Ordinance and budget amendment for Hurricane Helene-related items. The Town of Black Mountain is included in FEMA-4827-DR, North Carolina Disaster Declaration. The following items are recognized within the amended project ordinance and budget amendment:

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

***Town Council Member Pam King made a motion to approve the amended Helene Grant Project Ordinance, the Resolution accepting technical assistance grant funds as part of the NCDEQ Emergency Bridge Loan program, and budget amendments for Hurricane Helene-related items, as presented. A vote of 5-0 in favor.***

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

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

**Section 1. Project Defined**
The Town of Black Mountain defines a "Grant Project" as a project financed in whole or in part by revenues received from the Federal and/or State Government for operating or capital proposed as defined by the grant contract. The project may include expenditures that span across multiple fiscal years.

**Section 2. Project Authorization**
The project authorized is Hurricane Helene. Beginning September 25th, 2024, the Town of Black Mountain entered into a State of Emergency within North Carolina. September 28th, 2024 a Federal Major Disaster Declaration for the State of North Carolina due to Tropical Storm Helene was issued. September 30th, 2024 the Town of Black Mountain declared a State of Emergency. FEMA-4827-DR, North Carolina Disaster Declaration as of September 28, 2024, defines the Incident Period as September 25, 2024 and continuing.

**Section 3. Funding**
This project is to be funded in whole or part by FEMA-4827-DR. FEMA's Office of Response and Recovery has determined that with the President's Emergency Declaration, exigent and emergency circumstances currently exist. FEMA Assistance for this project has been declared for 100% of approved expenditures. For all permanent expenditures related to the storm FEMA has declared 90% reimbursement. The state of NC Emergency Management has declared funding of 10% to cover remaining unreimbursed amounts from FEMA.

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

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

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

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

- An advanced payment of $1,500,000 has been received by NCLM to assist in immediate needs while our insurance claims are being completed. This payment will be deducted from the insurance proceeds to be received for flood damage to Town property.
- Total Insurance Claims paid to date for Vehicles and Equipment from NCLM equal $659,143.40.

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

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

**Section 4. Directives**

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

**Section 5. Revenues**

The following anticipated revenues are hereby adopted:

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

## Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

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

## Section 7. Funding

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

## Section 8. Records and Reporting

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

## Section 9. Official Copies

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

**Section 10. Project Expiration**

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

Duly adopted this 10th day of February 2025.

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

**TOWN OF BLACK MOUNTAIN RESOLUTION**
**ACCEPTANCE OF FUNDING FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY STATE EMERGENCY BRIDGE LOAN**
**Resolution: R-25-07**

**WHEREAS,** The Town of Black Mountain has need for and intends to construct or repair the Town's drinking water system infrastructure project impacted by Hurricane Helene; and

**WHEREAS,** The Town of Black Mountain's requested, State loan and/or grant assistance for the State Emergency Bridge Loan, has been approved by The North Carolina Department of Environmental Quality, Division of Water Infrastructure; and

**WHEREAS,** The DEQ Water Infrastructure Division has offered funding through the Emergency Bridge Loan Program and a Technical Assistance Grant to repair the Town's drinking water system; and

**WHEREAS,** The Town of Black Mountain has accepted total funding in the amount up to $3,000,000 from the Emergency Bridge Loan Funds; Hundred Percent of the Loan will be repayable at 0% interest by June 30, 2030 or upon the receipt of federal disaster relief, whichever comes first; and

**WHEREAS,** The Town of Black Mountain is eligible to receive grant funding of $200,000, pursuant to S.L.2024-53 for Technical Assistance related to the Emergency Bridge Loan Offer HEL-0003. These grant funds are available through the NC DEQ Infrastructure Division; and

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

1. That the Town of Black Mountain accept the State Emergency Bridge loan offer in the amount of $3,000,000.

2. That the Town of Black Mountain, the Applicant, does hereby accept the NC DEQ Infrastructure Division Technical Assistance Grant Funding through the NC DEQ

Infrastructure Division in the amount of $200,000.

3. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

4. The Town of Black Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that the Town will adhere to all applicable items specified in the standard "Conditions and Assurances" of the Department's funding offer, awarded in the form of contractual "Offer and Acceptance" documents; and

5. That Josh Harrold, Town Manager and Jessica Trotman, Assistant Town Manager, the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the project described above.

6. That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Duly adopted this 10th day of February 2025.

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**9.E. Consideration of Interlocal Agreement with Buncombe County TDA for Regional Wayfinding Program.**

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

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

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

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

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

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

The term of this Agreement shall be for a period of ten (10) years commencing from the 1st day of January 2025 until the 1st day of January 2035 and shall automatically renew for successive one (1) year terms unless either party gives the other parties ninety (90) days prior written notice of intent to terminate this Agreement. ***Town Council Member Doug Hay made a motion to approve the Interlocal Agreement with Buncombe County TDA for the Regional Wayfinding Program 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 D.***

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## 10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

Town Manager Josh Harrold reminded the Town Council about the Special Called Meeting at 5:30 p.m. next Monday, February 17th, to discuss Hurricane Helene recovery options and to hold a closed session. Further, based on the Governor's recent executive order, a state package of funds is currently being prepared for communities affected by Helene and more information would soon be released.

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## 11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Council Member Doug Hay offered some comments and encouraged citizens to contact Council Members as discussions begin on prioritization projects from Helene recovery.

Council Member Pam King extended thanks to those who put together the annual Swannanoa Valley Martin Luther King, Jr. program, which was held on February 8th.

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## 12. CLOSED SESSION: N.C.G.S. §143-318.11 (a)(3) Consult With Attorney for Attorney-Client Privilege.

A closed session will be held pursuant to N.C.G.S. 143-318.11(a)(3) for the Town Council and Town Attorney to discuss ongoing litigation matters. ***Council Member Ryan Stone made a motion to go into closed session. A vote of 5-0 in favor. The time was 7:51 p.m.***

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## 13. ADJOURNMENT

The Town Council returned from closed session and back into open session at 8:01 pm. ***With no additional discussion, Council Member Pam King made a motion to adjourn the meeting. A vote of 5-0 in favor. The time was 8:01 p.m.***

Archie Pertiller, Vice Mayor

Attest:

Wesley M. Barker, Town Clerk

***Appendices A - D attached.***

GOULD KILLIAN
CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

# TOWN OF BLACK MOUNTAIN

## 2024 Annual Financial Report

# Audit Summary

## STATUS OF OUR AUDIT

- The *objective* of an audit is to provide *reasonable* – not absolute - assurance that financials are fairly stated in accordance with generally accepted accounting principles. An audit includes examining evidence on a test basis to support the amounts and disclosures in the financial statements, using professional judgment, and evaluating management's accounting policies and estimates.
- The financial statements are the responsibility of management. We issued unmodified opinions on the financial statements.
- We noted no material weaknesses in the Town's internal controls over financial reporting

# Financial Performance Indicators of Concern

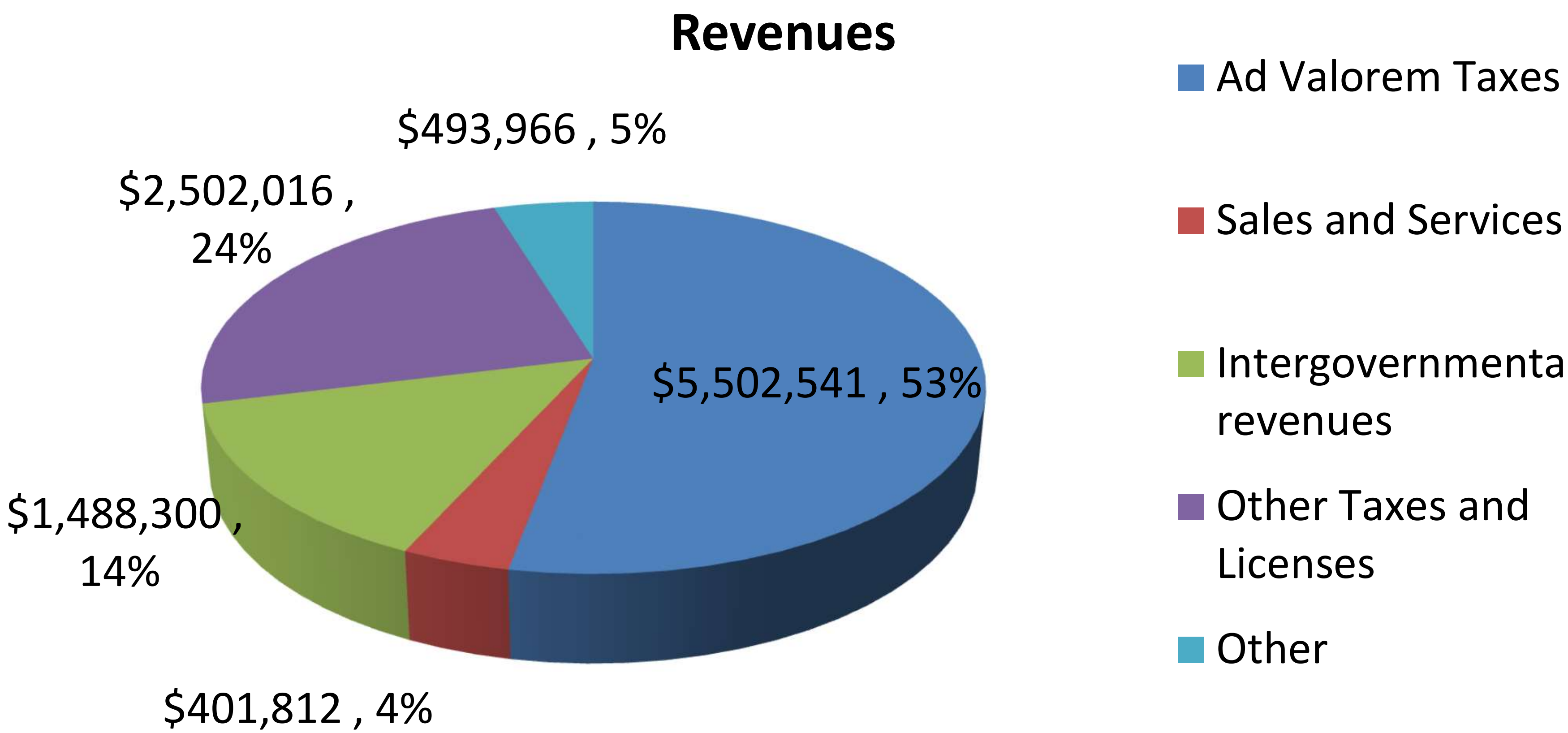
- Two financial performance indicators were noted using the LGC's benchmarking worksheet that I'm required to cover in the public meeting.
    - Expenditures in excess of appropriations in the Golf Fund.
    - Deficit Fund Balance of approximately $66,000 in the Grant Fund.

# Audit Summary

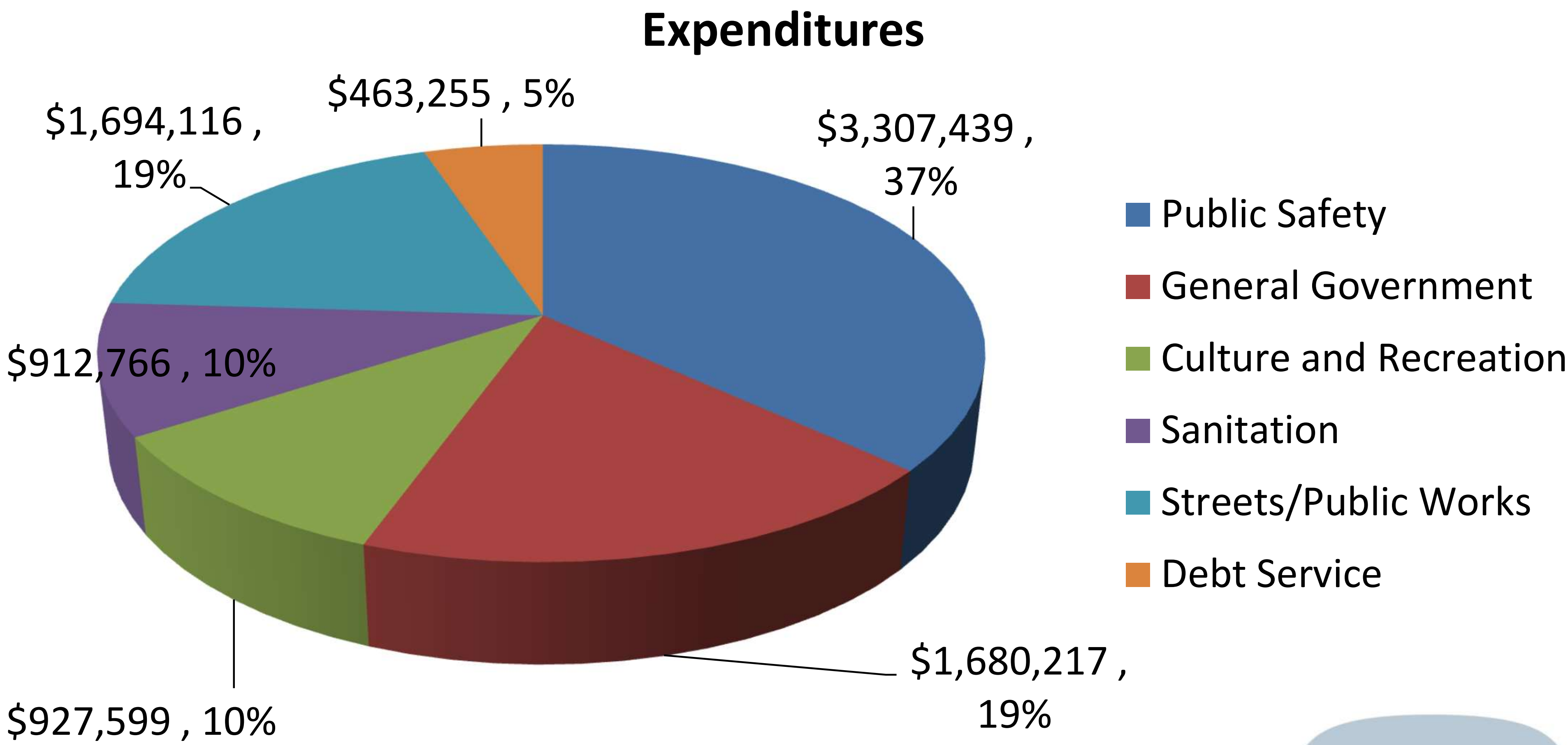
## SUMMARY WITHIN FINANCIAL STATEMENT FOR FY2023

- 8 governmental funds including the general fund
    - Total assets of $10.1 million
    - Total revenues of $10.4 million
    - Total expenditures of $9 million
- 2 proprietary funds
    - Total assets of $13.5 million
    - Total revenues of $3.7 million
    - Total expenses (excluding depreciation) of $2.8 million

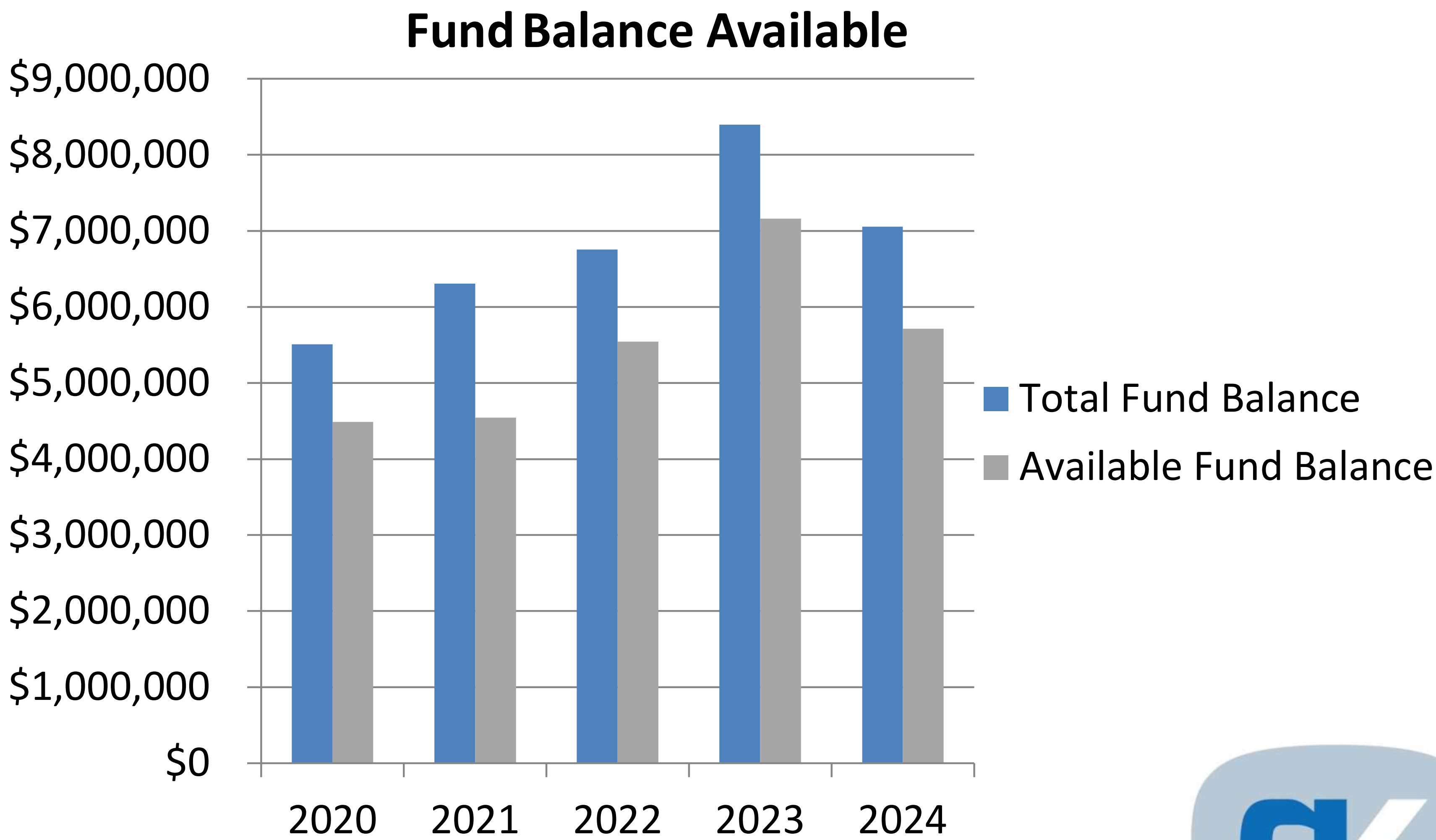
# General Fund Summary



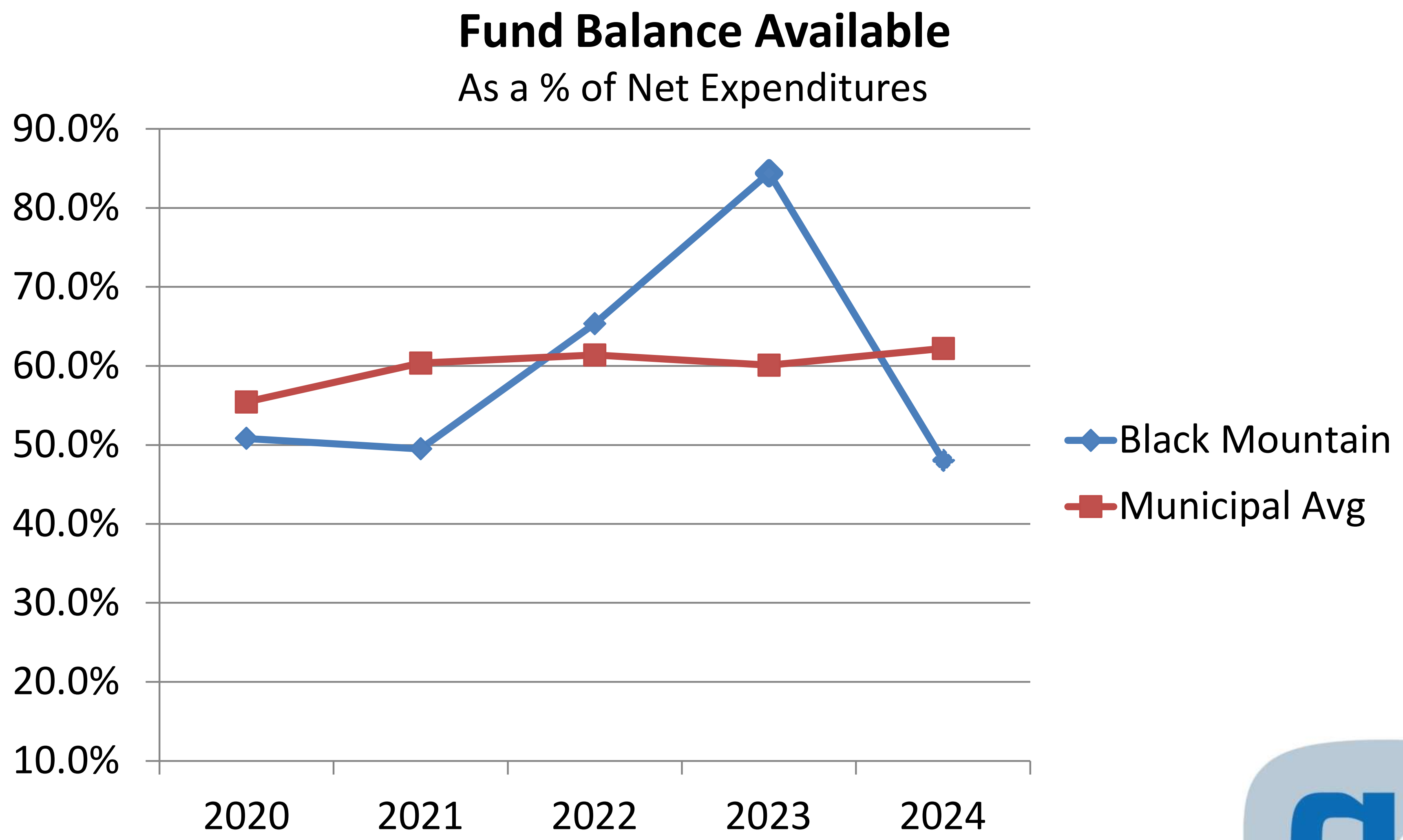
# General Fund Summary



# General Fund Summary



# General Fund Summary



# Enterprise Fund Summary

| Water & Sewer Fund | 2024 | 2023 |
|---|---:|---:|
| Working capital | $1,849,769 | $2,348,689 |
| Unrestricted net position | $1,290,263 | $1,800,645 |
| Operating income (loss) | $159,166 | $474,548 |
| Operating Revenues | $2,511,372 | $2,574,462 |
| Cash flows from operating activities | $557,650 | $749,255 |
| Net increase (decrease) in cash | $(497,794) | $808,852 |

GOULD KILLIAN CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

# TOWN OF BLACK MOUNTAIN

## 2024 Annual Financial Report

# FISCAL YEAR 2025

## FINANCIAL REPORT

February 10, 2025

Town of Black Mountain

North Carolina

Tammy Holland, Finance Director

The Town's total amended budget is $25,299,190

The General Fund Budget makes up the majority of this amount totaling $15,781,406

General Fund Revenue collections year to date total $6,539,813

The Fire Department Fund has received revenues totaling $690,085 within FY25

Planning and Departmental Services FY25 Revenue for Permits and Fees is $60,853 less than the prior year

The Water Fund is showing an overall decrease from the previous year in the amount of $150,728.

The Stormwater Fund revenues and expenses are projected to remain on track

# FY2025 2ND QUARTER FINANCIAL SUMMARY

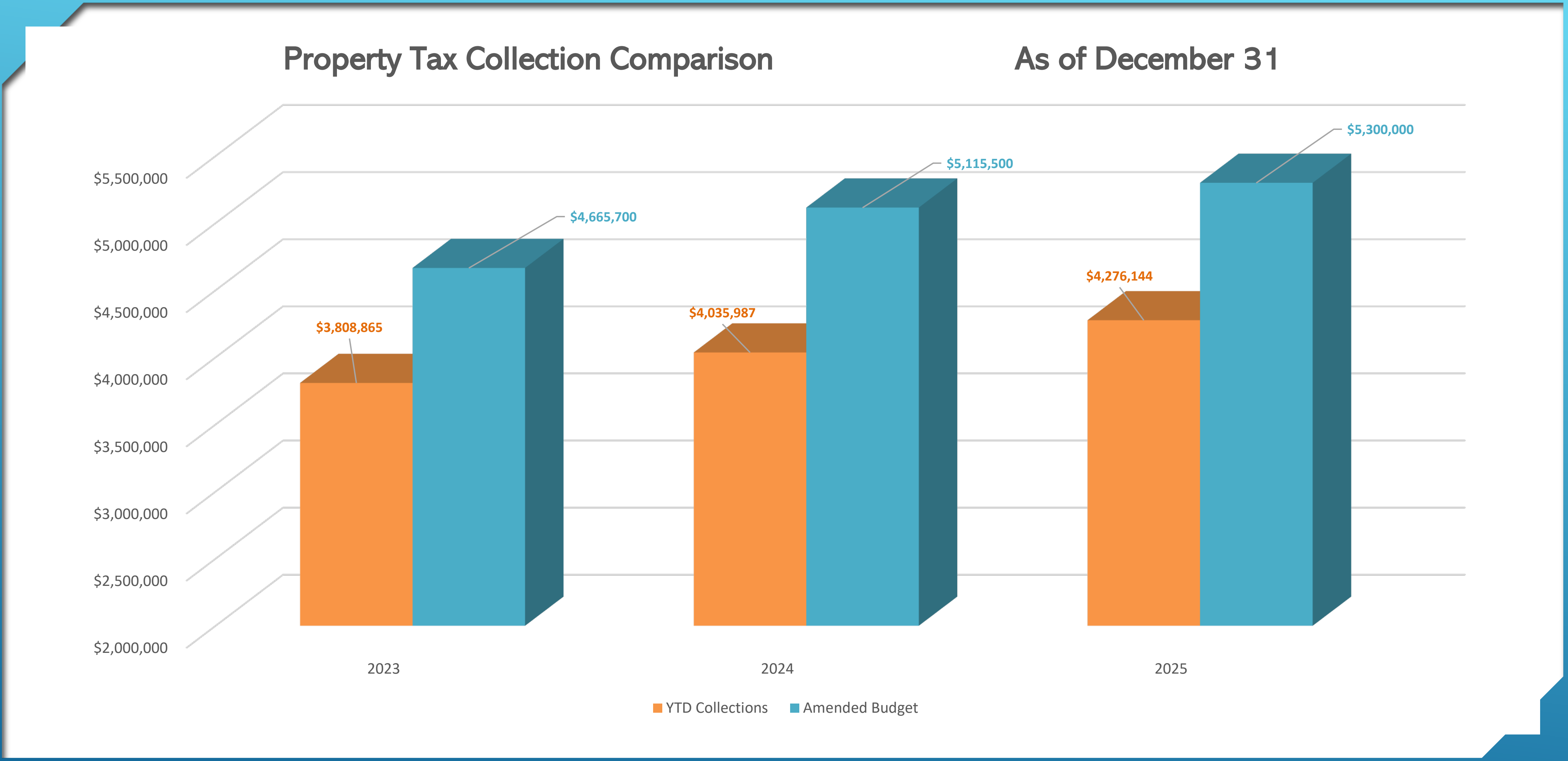
# GENERAL FUND REVENUE AND EXPENSE SUMMARY

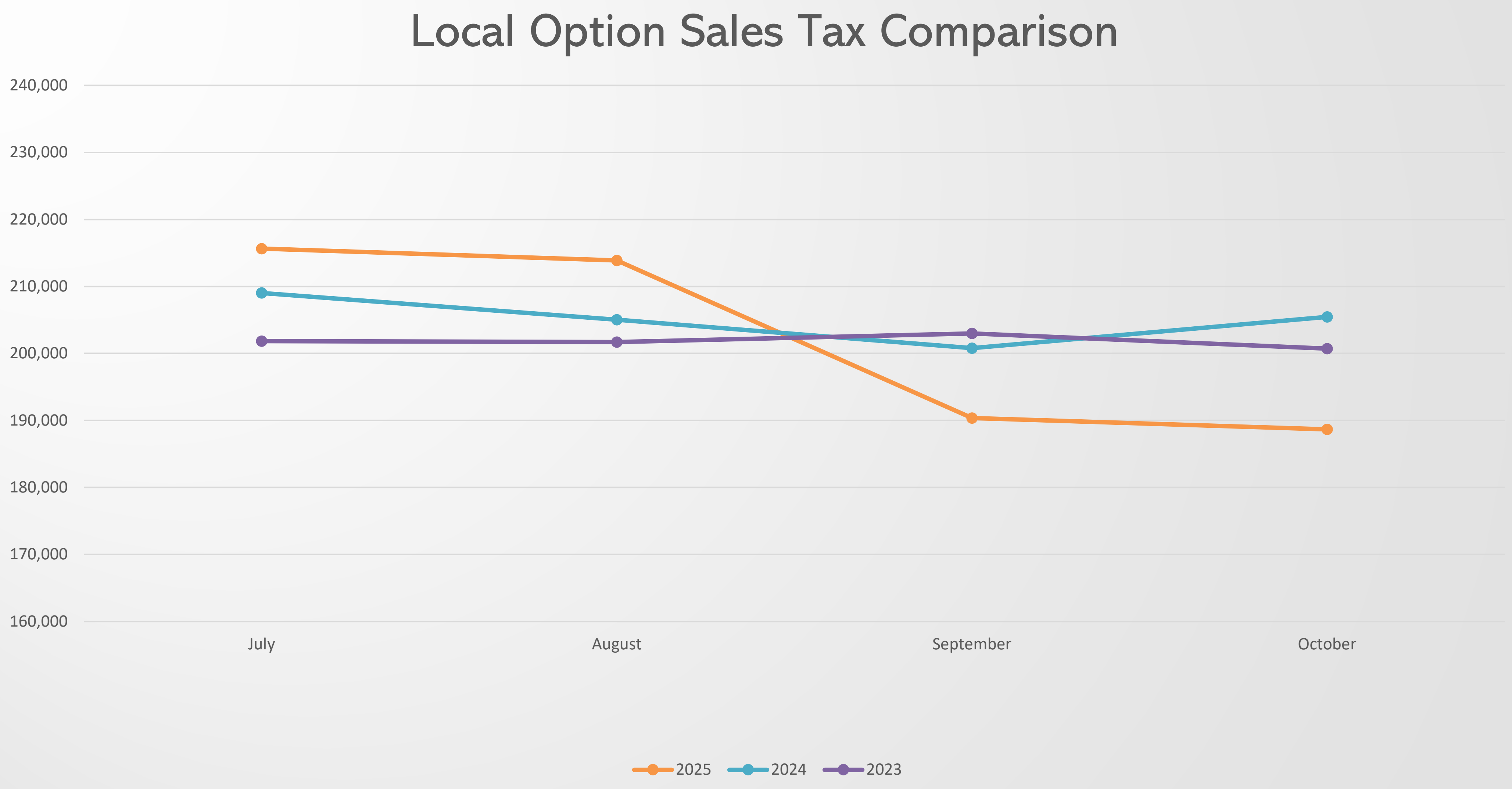
| Account Description | Amended FY25 Budget | FY25 Actuals YTD | FY25 Budget To Actual YTD | FY 25 Remaining Budget |
|---|---|---|---|---|
| **REVENUE** | **$15,781,406** | **$6,539,813** | **41%** | **$9,241,593** |
| *Ad Valorem Taxes* | $5,600,000 | $4,421,528 | 79% | $1,178,472 |
| *Intergovernmental - Unrestricted* | $3,560,500 | $997,698 | 28% | $2,562,802 |
| *Investment Income* | $304,800 | $142,391 | 47% | $162,409 |
| *Miscellaneous Income* | $29,500 | $46,235 | 157% | -$16,735 |
| *Other Financing Sources* | $4,630,946 | $261,515 | 6% | $4,369,431 |
| *Other Taxes and Licenses* | $49,400 | $17,585 | 36% | $31,815 |
| *Permits and Fees* | $14,600 | $4,035 | 28% | $10,565 |
| *Restricted* | $57,500 | $32,998 | 57% | $24,502 |
| *Sales and Services* | $1,534,160 | $615,829 | 40% | $918,331 |
| **EXPENSE** | **$15,781,406** | **$5,933,689** | **38%** | **$9,847,717** |
| *Capital Outlay* | $931,873 | $532,057 | 57% | $399,816 |
| *Council Appropriations* | $63,000 | $58,000 | 92% | $5,000 |
| *Debt Service* | $589,050 | $484,281 | 82% | $104,769 |
| *Employment and Retention Cost* | $247,050 | $70,338 | 28% | $176,712 |
| *Events, Programs, Activities* | $108,100 | $23,321 | 22% | $84,779 |
| *Lease and Rentals* | $128,100 | $79,182 | 62% | $48,918 |
| *Operational Services and Supplies* | $2,584,250 | $1,168,645 | 45% | $1,415,605 |
| *Other Financing Uses* | $4,681,220 | $0 | 0% | $4,681,220 |
| *Other Operating Expense* | $420,243 | $284,383 | 68% | $135,860 |
| *Personnel Services and Employee Benefits* | $6,028,520 | $3,233,482 | 54% | $2,795,038 |

# GENERAL FUND REVENUE COMPARISON

| General Fund Revenue Comparison of Year-to-Date Actuals | | |
|---|---|---|
| Category | Current Year | Prior Year |
| Ad Valorem Taxes | $4,421,528 | $5,160,519 |
| Intergovernmental - Unrestricted | $997,698 | $1,906,656 |
| Investment Income | $142,391 | $169,881 |
| Other Revenues | $325,335 | $351,372 |
| Permits and Fees | $4,035 | $8,505 |
| Restricted | $32,998 | $18,932 |
| Sales and Services | $615,829 | $847,654 |
| **Grand Total** | $6,539,813 | $8,463,519 |

February 10, 2025 Meeting Minutes- Appendix B




Local Option Sales Tax Comparison
240,000
230,000
220,000
210,000
200,000
190,000
180,000
170,000
160,000
July
August
September
October
2025
2024
2023

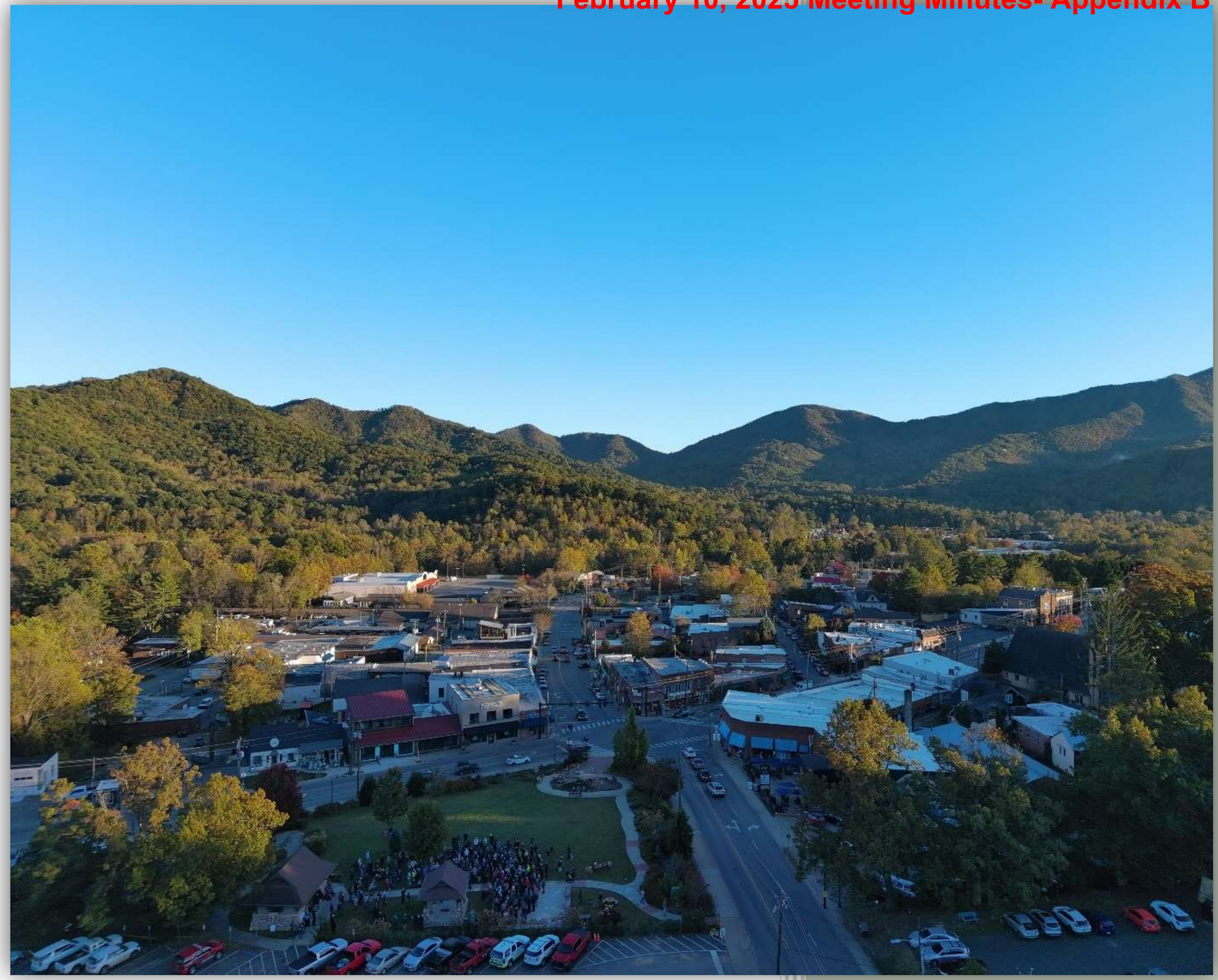
# BUDGET TO ACTUAL EXPENSES BY FUND

| Fund | Total Amended Budget | YTD Activity | Total Remaining Budget % |
|---|---|---|---|
| General Fund | $15,781,406 | $5,933,689 | 62.40% |
| Fire Special Revenue Fund | $3,633,260 | $1,551,322 | 57.30% |
| Planning And Development | $1,002,260 | $366,457 | 63.44% |
| Technology Fund | $13,000 | $0 | 100.00% |
| Powell Bill | $485,500 | $240,673 | 50.43% |
| Water Fund | $3,286,430 | $1,640,634 | 50.08% |
| Stormwater Fund | $566,980 | $117,969 | 79.19% |
| **Grand Total** | **$24,768,836** | **$9,850,743** | **60.23%** |

| BUDGET TO ACTUAL EXPENSES BY DEPARTMENT | | | |
|---|---|---|---|
| **Department** | Total Amended Budget | YTD Activity | Total Remaining Budget % |
| **Administration** | $754,400 | $437,609 | 41.99% |
| **Building And Grounds Maintenance** | $454,500 | $193,111 | 57.51% |
| **Finance** | $415,860 | $264,759 | 36.33% |
| **Fire** | $3,633,260 | $1,551,322 | 57.30% |
| **Golf Course** | $1,010,540 | $459,025 | 54.58% |
| **Governing Body** | $220,000 | $115,653 | 47.43% |
| **Human Resources** | $467,210 | $353,035 | 24.44% |
| **Information Technology** | $238,250 | $154,108 | 35.32% |
| **Lakeview Center** | $214,920 | $80,569 | 62.51% |
| **Parks & Rec** | $641,699 | $299,838 | 53.27% |
| **Planning And Developmental Services** | $1,013,760 | $366,457 | 63.85% |
| **Police** | $3,740,168 | $2,134,570 | 42.93% |
| **Pool** | $217,529 | $85,136 | 60.86% |
| **Powell Bill** | $485,500 | $240,673 | 50.43% |
| **Public Works Administration** | $252,860 | $105,894 | 58.12% |
| **Sanitation** | $1,135,140 | $591,359 | 47.90% |
| **Stormwater** | $566,980 | $117,969 | 79.19% |
| **Streets And Highways** | $1,337,110 | $659,023 | 50.71% |
| **Water Administration** | $333,690 | $168,964 | 49.36% |
| **Water Operations** | $2,942,740 | $1,471,670 | 49.99% |
| **Grand Total** | $20,076,116 | $9,850,743 | 50.93% |

| General Fund Expenses Comparison of Year-to-Date Actuals | | |
|---|---|---|
| **Category** | Current Year | Prior Year |
| **Capital Outlay** | $532,057 | $449,835 |
| **Council Appropriations** | $58,000 | $57,000 |
| **Debt Service** | $484,281 | $483,772 |
| **Employment and Retention Cost** | $70,338 | $110,609 |
| **Events, Programs, Activities** | $23,321 | $34,565 |
| **Lease and Rentals** | $79,182 | $62,133 |
| **Operational Services and Supplies** | $1,168,645 | $1,356,322 |
| **Other Financing Uses** | $0 | $173,000 |
| **Other Operating Expense** | $284,383 | $269,822 |
| **Personnel Services and Employee Benefits** | $3,233,482 | $3,020,804 |
| **GRAND TOTAL** | $5,933,689 | $6,017,860 |

# QUESTIONS?



# FISCAL YEAR 2025

## FINANCIAL REPORT

February 10, 2025

Town of Black Mountain
North Carolina

Tammy Holland, Finance Director

# TOWN OF BLACK MOUNTAIN

## QUARTERLY FINANCIAL REPORT

### FISCAL YEAR 2025

### Quarter 2

The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund. The intent of this financial report is to provide a high-level summary of the Town of Black Mountain financial activity concentrating on the comparisons of current fiscal year activity over the prior year through the same point in time.

Highlighted are various revenues and expenditures fiscal year-to-date, which represents a little over half of FY 2025 operating budget with some exceptions, which will be discussed. Additional information on any accounts containing a significant variance will be provided, allowing insight into current trends in revenues and expenditures compared to the adopted operating budget.

Please keep in mind that the information presented in these reports only speaks as of the date it was posted. The information in this report is the most accurate and up-to-date information available at the time of creation. However, all the information in this report is unaudited, meaning that, as the fiscal year progresses, changes may occur between and within accounts.

No data on revenues and expenditure is final until the Town has completed its annual audit and finalized its Annual Comprehensive Financial Report ("ACFR"). It should be noted that the Town's adopted budget is on an annual basis and that each fund's revenues and expenditures may not align on a quarterly basis. This is the result of the timing and seasonality of many of the Town's revenue streams and expenses, as is further described in the following pages.

## SUMMARY

- The General Fund is used to account for all financial resources except those required to be accounted for or reported in another fund.
- The Town's total amended budget is $25,299,190. The General Fund Budget makes up the majority of this amount totaling $15,781,406. The Total Amended Operating Budget also contains $4,354,420 of Appropriated Fund Balance and $2,925,000 of Transfers (transfers from one fund to another fund).
- General Fund Revenue collections year to date total $6,539,813, which is 58.56% of the amended general fund budget, not including appropriated fund balance. The Total General Fund Revenues received in FY25 are currently $1.9 million (7.6%) less than this time last year. This is mostly related to a timing issue in revenues received from other government agencies. Prior Year Actuals to Date totaled $8,463,519.
- The Fire Department Fund has received revenues totaling $690,085 within FY25. The majority of the revenue received within the Fire Department Fund comes from Buncombe County's Collection of Ad Valorem Fire Tax and Transfers from the General Fund. Revenues are projected to remain within the budgeted amounts.
- Planning and Departmental Services amended budget totals $1,002,260. The majority of this budget comes from a transfer from the General Fund. The total amount projected to be transferred is $907k. Due to Helene the Town was required to suspend the collection of Permits and Fees. Currently the FY25 Revenue for Permits and Fees is $60,853 less than the prior year. If the Town is unable to resume collections of this revenue source due to Helene, we would have an overall deficit from the prior year of over $330,000.
- The Water Fund is showing an overall decrease from the previous year in the amount of $150,728. The Town was unable to provide water for 3 weeks due to Helene, the impact of this event is estimated to be $160,000. The Town also waived late fees and disconnections for 4 months which is also contributing to the decrease in revenue. Nonpayment administration fee is 40% less than at the same time last year. Water Tap Fees are also $10,750 lower than the prior year.
- The Stormwater Fund revenues and expenses are projected to remain on track.

# GENERAL FUND REVENUE AND EXPENSE SUMMARY
# FISCAL YEAR 2025

| Account Description | Amended FY25 Budget | FY25 Actuals YTD | FY25 Budget To Actual YTD | FY 25 Remaining Budget |
|---|---|---|---|---|
| **REVENUE** | **$15,781,406** | **$6,539,813** | **41%** | **$9,241,593** |
| *Ad Valorem Taxes* | $5,600,000 | $4,421,528 | 79% | $1,178,472 |
| *Intergovernmental - Unrestricted* | $3,560,500 | $997,698 | 28% | $2,562,802 |
| *Investment Income* | $304,800 | $142,391 | 47% | $162,409 |
| *Miscellaneous Income* | $29,500 | $46,235 | 157% | -$16,735 |
| *Other Financing Sources* | $4,630,946 | $261,515 | 6% | $4,369,431 |
| *Other Taxes and Licenses* | $49,400 | $17,585 | 36% | $31,815 |
| *Permits and Fees* | $14,600 | $4,035 | 28% | $10,565 |
| *Restricted* | $57,500 | $32,998 | 57% | $24,502 |
| *Sales and Services* | $1,534,160 | $615,829 | 40% | $918,331 |
| **EXPENSE** | **$15,781,406** | **$5,933,689** | **38%** | **$9,847,717** |
| *Capital Outlay* | $931,873 | $532,057 | 57% | $399,816 |
| *Council Appropriations* | $63,000 | $58,000 | 92% | $5,000 |
| *Debt Service* | $589,050 | $484,281 | 82% | $104,769 |
| *Employment and Retention Cost* | $247,050 | $70,338 | 28% | $176,712 |
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| *Operational Services and Supplies* | $2,584,250 | $1,168,645 | 45% | $1,415,605 |
| *Other Financing Uses* | $4,681,220 | $0 | 0% | $4,681,220 |
| *Other Operating Expense* | $420,243 | $284,383 | 68% | $135,860 |
| *Personnel Services and Employee Benefits* | $6,028,520 | $3,233,482 | 54% | $2,795,038 |

# REVENUES

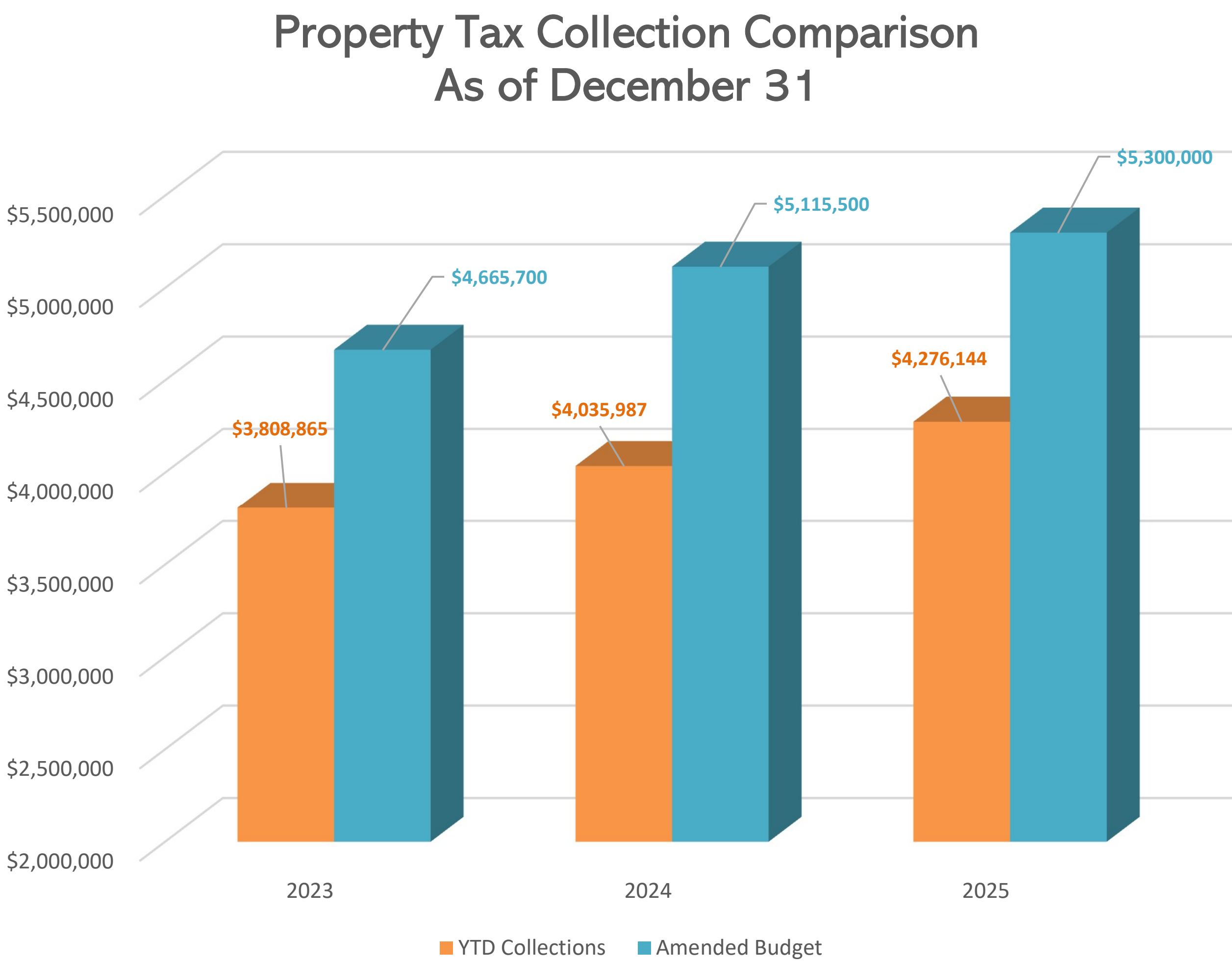
Revenues for the general fund include a wide variety of categories, a few that deserve highlighting for both the prior fiscal year and the second quarter are contained within this report.
A large portion of the General Fund Revenues are disbursed from outside governmental agencies. The time frame for which these revenues occurred and must be reported on the Town's financial statements versus the disbursements of these funds from the source which collects them are delayed. For the revenues that are affected by these timing issues I have included a comparison of the Actual Month and Year to Date amounts that have been received by the Town, which will be a different month than the other revenues received by the Town.

**General Fund Revenue Comparison of Year to Date Actuals**

| Category | Current Year | Prior Year |
|---|---|---|
| Ad Valorem Taxes | $4,421,528 | $5,160,519 |
| Intergovernmental - Unrestricted | $997,698 | $1,906,656 |
| Investment Income | $142,391 | $169,881 |
| Other Revenues | $325,335 | $351,372 |
| Permits and Fees | $4,035 | $8,505 |
| Restricted | $32,998 | $18,932 |
| Sales and Services | $615,829 | $847,654 |
| **Grand Total** | **$6,539,813** | **$8,463,519** |

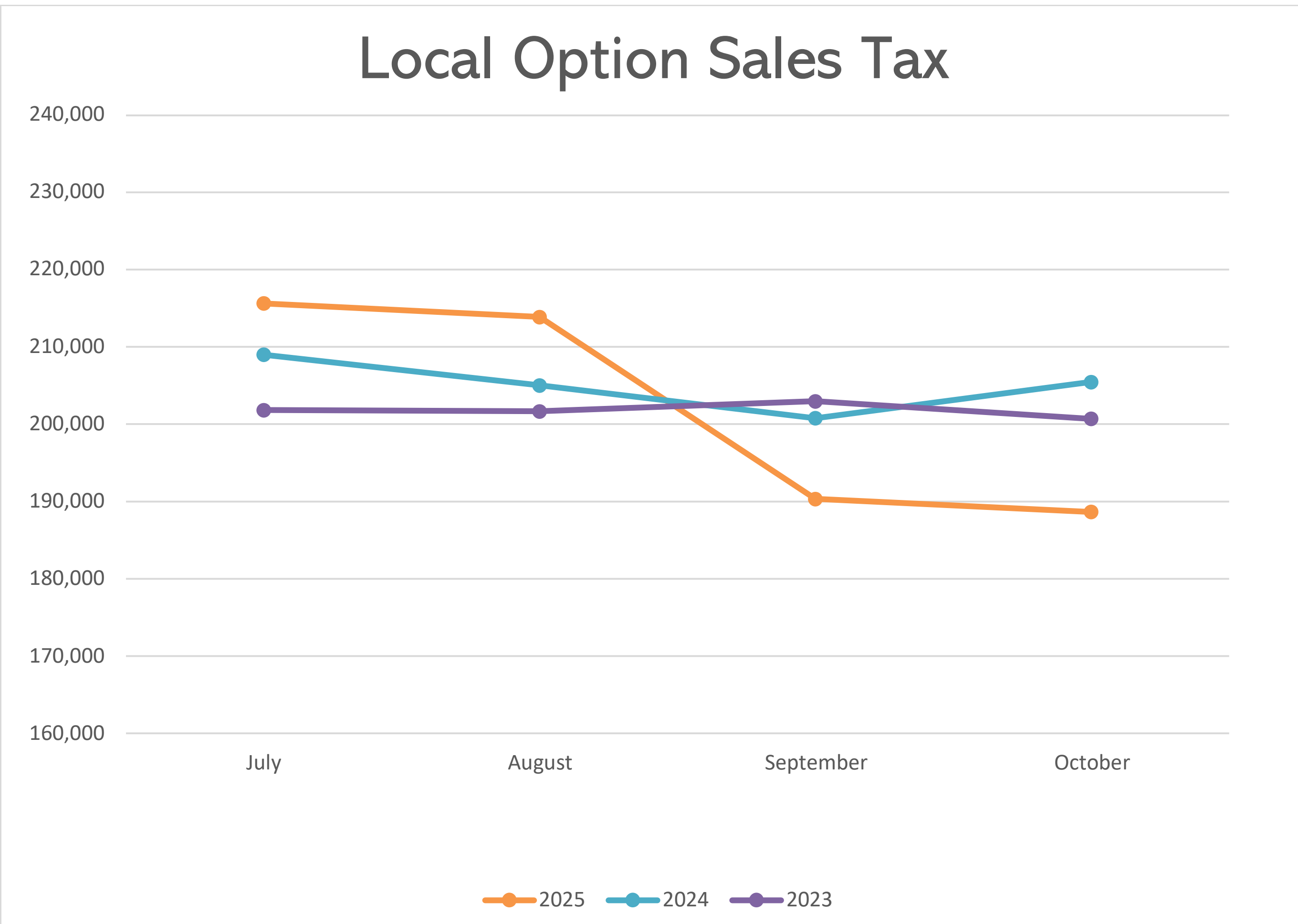
## Ad Valorem Taxes

Property taxes comprise 49% of FY 2025 General Fund operating revenues, not including appropriated fund balance. Property taxes are collected by Buncombe County and remitted to the town monthly. Vehicle taxes are collected by the NC Department of Motor Vehicles at the time of vehicle registration renewals and remitted monthly to the County, then submitted to the Town.
Although property tax bills are mailed each year in August, penalties are not incurred until January. Therefore, most property tax revenues (excluding vehicles) are collected during the months of November, December, and January. The trend for the past two fiscal years shows most citizens choose to pay their taxes during December.
Property Tax Ad Valorem revenues within the report show 22.57% less revenue within 2025 than in 2024. This is due to the timing of the disbursement from the county. January collections have not been received as of the date of this report. Motor Vehicle Ad Valorem taxes are received 2 months after the collection date. It is expected that the current year's revenue will stay within the budgeted amount. Further discussions will need to be had with Buncombe County Tax Assessor's Department to determine what the impacts may be for Fiscal Year 2026. The normal growth in population and increase in values of homes may offset any loss we may have seen.
To provide a clearer picture the graph below shows a comparison of total collections as of December. Using the December collection data there was an increase of 5.95%, or $240,156, over the prior year.


Property Tax Collection Comparison
As of December 31
$5,500,000
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$3,808,865
$4,665,700
$4,035,987
$5,115,500
$4,276,144
$5,300,000
2023
2024
2025
YTD Collections
Amended Budget

## Sales Taxes:

The State collects sales tax and distributes it monthly based on the county in which the sale occurred or the address to which an online purchase is sent. County sales tax distribution to municipalities can be based either on its property tax base (ad valorem) or on its population relative to the county's total tax base or population. Buncombe County distributes sales tax receipts based on ad valorem.
Local option sales tax is received on a three-month lag, where October sales are not received until January. Sales tax revenues account for approximately 23% or $2,585,000 of the general fund operating budget, not including appropriated fund balance.
Collections through October are slightly behind prior year revenues by $11,768 or 1.4%. While the year-to-date comparison shows an almost unnoticeable decrease the collections have decreased each month since June. The amount of decrease month-over-month for Fiscal Year 2025 is an average of 5%. At this time sales tax is still projected to come in at budget and staff will continue to monitor throughout the fiscal year as more collections are received from the NCDOR.



## Other Revenues

### INTERGOVERNMENTAL REVENUES

Discussed below are Intergovernmental revenues that do not fall within Ad valorem or Local Sales Tax Revenues. Intergovernmental Revenues are those funds received by the Town from federal, state, and other local government entities. These intergovernmental revenues represent 8.8% of the Town's Revenue Operating Budget. Actuals are down by $292,267 from the prior year. This is mostly due to the timing of revenue.

***The items that are highlighted in blue are the revenues that staff will monitor closely to determine what if any the impacts related to Helene may be***.

**Beer and Wine Tax –** *This is a yearly distribution received from the State. Revenues are from the collections made from 04/01-03/31 payment is received within May. The amount budgeted for this Tax is $39,000.*

**Utility Franchise Taxes –** *Quarterly payments. We receive the payments 2-1/2 months after the quarter end date. Payment for the quarter ending 09/30 was received on 12/15. The first payment fiscal year 2025 is $34,553 more than the prior year. This could be caused by an increase in energy bill rates.* ***The next quarter may experience a decrease from the prior years collection due to the impacts of Helene***. *These revenues are the largest source of intergovernmental income outside of Ad Valorem and Local Sales Tax for the Town. Utility Franchise Taxes currently make up 5.74% or $655,000 of the Budgeted Revenue within the Town.*

**Solid Waste Disposal Tax** - *Quarterly payments. Payments are received 1-1/2 months after the quarter end date. We Received payment for the quarter ending 09/30 on 11/15. The payment received for the first quarter was in line with the previous year revenue amounts, but* ***we may see an increase in this revenue due to the additional amount of solid waste that was disposed of due to Helene***.

**Local ABC Disbursements**- ***Due to Helene the Town has not received the normal quarterly payments***. *The local ABC Board will be meeting this month to discuss disbursements. Amount budget for this category is $280,500 in general fund revenue and $22,000 of restricted revenue for the Police Department.*

**Powell Bill Revenues** - *The Powell Bill Highway Funds fall under the Restricted Intergovernmental category. Powell Bill allocations are calculated by the state each January. The allocation received by the town is computed using the estimated population and the number of locally maintained streets. These funds are reported within the Town's Powell Bill Fund. Powell Bill Revenues are received in October and January. The first Powell Bill payment received within October for Fiscal Year 2025 was $155,389.14. Powell Bill revenues are projected to come in at budget.*

**Motor Vehicle Additional Municipality Tax –** *This additional Tax is collected by the NC Department of Motor Vehicles at the time of vehicle registration renewals and remitted monthly to the County the County then remits the payment to the Town. These taxes follow the same schedule as the Motor Vehicle Ad Valorem Tax and are received 2 months after the collection date.* ***This tax may be impacted by Helene, we do not have any numbers or estimation from the County or the State to determine what if any the impacts may be***. ***The normal growth in population may offset any loss we may have seen.***

### INTEREST INCOME

Currently the town invests its idle funds with the North Carolina Capital Management Trust (NCCMT). Investment rates have continued to rise. Fiscal year-to-date interest income for Fiscal Year 2025 is $20,000 less than at the same time last year, this difference is mostly related to the Town having approximately $3 million dollars less within the NCCMT account as it did at the same point last year. Interest Income represents 3% of the Operating Amended Budget.

## Sales and Services Revenues

The Town offers several activities and services to the public. Sales and Services make up 13.45% or $1,534,160 of the Town's Revenue Operating Budget. Solid Waste Reduction Fees have doubled over the prior year's Revenues collected. This is due to the Waste Reduction Fee increasing from the prior year.

Due to the damage received during Helene many of the revenue sources that fall within this category were impacted. Financial Statements are showing we have collected $202,496 less than at the same time last year. Staff will continue to monitor and will update Council with details related to Services that are not actively available at this time

| Department | Revenue Type | FY 2025 YTD Activity | FY 2024 YTD Activity |
|---|---|---|---|
| **Golf Course** | | **$375,500** | **$602,542** |
| | Golf Cart Fees | $98,255 | $151,278 |
| | Golf Course Green Fees | $242,346 | $396,771 |
| | Membership Fee Revenue | $14,745 | $21,794 |
| | Pro Shop Sales | $18,953 | $30,299 |
| | Rental Income-Non Taxable | $1,200 | $2,400 |
| **Lakeview Center** | | **$8,725** | **$17,113** |
| | Facility Rental - Lakeview Center Clubhouse | $6,320 | $14,170 |
| | Facility Rental - Lakeview Center Downstairs | $2,200 | $2,830 |
| | Program Revenue - Active Aging | $205 | $113 |
| **Parks & Rec** | | **$39,817** | **$45,347** |
| | Adult Sports | $0 | $0 |
| | Facility Rental - Grey Eagle Arena | $0 | $0 |
| | Facility Rental - Lake Tomahawk | $1,275 | $3,550 |
| | Facility Rental - Veterans Park | $210 | $710 |
| | Programs Revenue - Garden | $20 | $90 |
| | Programs Revenue - Summer Camp | $2,232 | $3,605 |
| | Rental - Athletic Field, Pool and Fixtures | $0 | $0 |
| | Special Activities | $140 | $1,132 |
| | Youth Sports | $35,940 | $36,260 |
| **Pool** | | **$41,139** | **$49,124** |
| | Non-Taxable Sales | $288 | $305 |
| | Pool Admissions | $29,419 | $39,109 |
| | Pool Concessions | $8,867 | $8,585 |
| | Rental - Athletic Field, Pool and Fixtures | $2,565 | $1,125 |
| **Sanitation** | | **$91,567** | **$44,518** |
| | Solid Waste - Bulk Pickup and Collections | $3,232 | $20 |
| | Solid Waste - Waste Reduction Fee | $88,335 | $44,498 |

# EXPENSES:

FY 2025 spending levels are consistent with the prior year and within budget expectations for this point in the fiscal year. Departmental variances of budget spent between fiscal years is normal with the timing of purchases the most common cause.

| BUDGET TO ACTUAL EXPENSES BY FUND | | | |
|---|---|---|---|
| Fund | Total Amended Budget | YTD Activity | Total Remaining Budget % |
| General Fund | $15,781,406 | $5,933,689 | 62.40% |
| Fire Special Revenue Fund | $3,633,260 | $1,551,322 | 57.30% |
| Planning And Development | $1,002,260 | $366,457 | 63.44% |
| Technology Fund | $13,000 | $0 | 100.00% |
| Powell Bill | $485,500 | $240,673 | 50.43% |
| Water Fund | $3,286,430 | $1,640,634 | 50.08% |
| Stormwater Fund | $566,980 | $117,969 | 79.19% |
| **Grand Total** | **$24,768,836** | **$9,850,743** | **60.23%** |

| BUDGET TO ACTUAL EXPENSES BY DEPARTMENT | | | |
|---|---|---|---|
| Department | Total Amended Budget | YTD Activity | Total Remaining Budget % |
| Administration | $754,400 | $437,609 | 41.99% |
| Building And Grounds Maintenance | $454,500 | $193,111 | 57.51% |
| Finance | $415,860 | $264,759 | 36.33% |
| Fire | $3,633,260 | $1,551,322 | 57.30% |
| Golf Course | $1,010,540 | $459,025 | 54.58% |
| Governing Body | $220,000 | $115,653 | 47.43% |
| Human Resources | $467,210 | $353,035 | 24.44% |
| Information Technology | $238,250 | $154,108 | 35.32% |
| Lakeview Center | $214,920 | $80,569 | 62.51% |
| Parks & Rec | $641,699 | $299,838 | 53.27% |
| Planning And Developmental Services | $1,013,760 | $366,457 | 63.85% |
| Police | $3,740,168 | $2,134,570 | 42.93% |
| Pool | $217,529 | $85,136 | 60.86% |
| Powell Bill | $485,500 | $240,673 | 50.43% |
| Public Works Administration | $252,860 | $105,894 | 58.12% |
| Sanitation | $1,135,140 | $591,359 | 47.90% |
| Stormwater | $566,980 | $117,969 | 79.19% |
| Streets And Highways | $1,337,110 | $659,023 | 50.71% |
| Water Administration | $333,690 | $168,964 | 49.36% |
| Water Operations | $2,942,740 | $1,471,670 | 49.99% |
| **Grand Total** | **$20,076,116** | **$9,850,743** | **50.93%** |

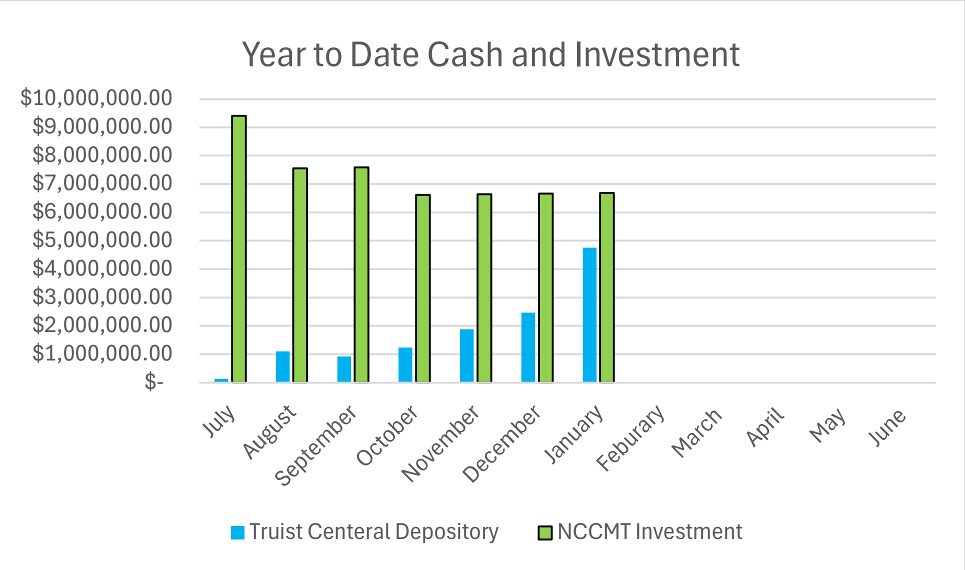
## General Fund Expenses Comparison of Year-to-Date Actuals

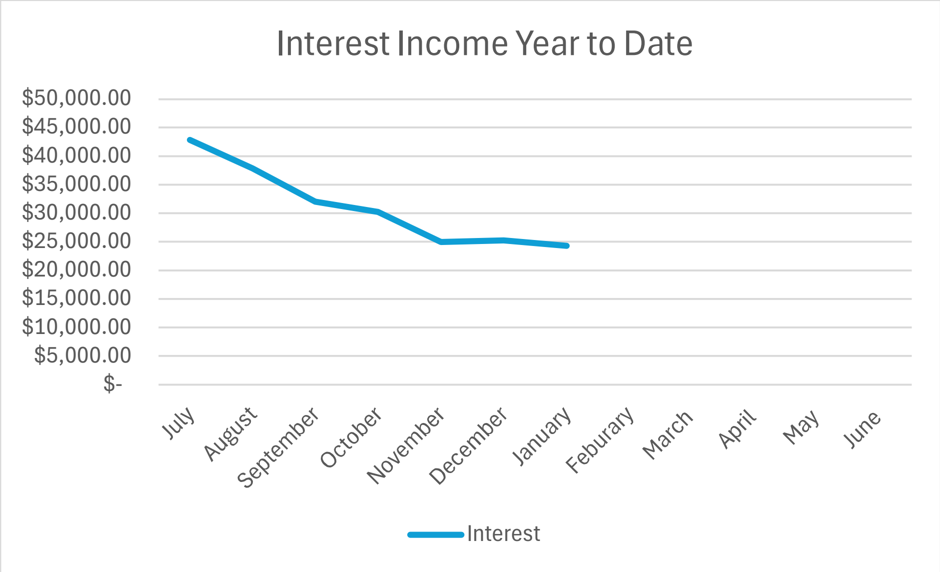
| Category | Current Year | Prior Year |
|---|---|---|
| Capital Outlay | $532,057 | $449,835 |
| Council Appropriations | $58,000 | $57,000 |
| Debt Service | $484,281 | $483,772 |
| Employment and Retention Cost | $70,338 | $110,609 |
| Events, Programs, Activities | $23,321 | $34,565 |
| Lease and Rentals | $79,182 | $62,133 |
| Operational Services and Supplies | $1,168,645 | $1,356,322 |
| Other Financing Uses | $0 | $173,000 |
| Other Operating Expense | $284,383 | $269,822 |
| Personnel Services and Employee Benefits | $3,233,482 | $3,020,804 |
| **GRAND TOTAL** | **$5,933,689** | **$6,017,860** |

# Town of Black Mountain
# Financial Report
# February 10, 2025

| Bank | Sum of January |
|---|---|
| NCCMT Investment | $ 6,689,544.48 |
| Truist Centeral Depository | $ 4,754,468.08 |
| **Grand Total** | **$ 11,444,012.56** |

| | |
|---|---|
| **Unrestrictred Fund Balance** | **$7,468,083.41** |
| **Total Available Fund Balance % of Actual Expenses** | **21%** |
| **Total Available Fund Balance % of Adopted Budget** | **57.43%** |




**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** | **Amended Remaining Budget %** |
| Ad Valorem Taxes | $5,600,000 | $4,421,528 | 21.04% |
| Intergovernmental - Unrestricted | $3,560,500 | $997,698 | 71.98% |
| Investment Income | $304,800 | $142,391 | 53.28% |
| Miscellaneous Income | $29,500 | $46,235 | -56.73% |
| Other Financing Sources | $4,630,946 | $261,515 | 94.35% |
| Other Taxes and Licenses | $49,400 | $17,585 | 64.40% |
| Permits and Fees | $14,600 | $4,035 | 72.36% |
| Restricted | $57,500 | $32,998 | 42.61% |
| Sales and Services | $1,534,160 | $615,829 | 59.86% |
| **Grand Total** | **$15,781,406** | **$6,539,813** | **58.56%** |

**** Ad Valorem Taxes are a month behind*

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

****November utility bill revenue is estimated to be $180,000 less than the prior month due to Helene*

| General Fund Revenue Comparison | | |
|---|---|---|
| **Revenue Type** | **2025 Year To Date Activity** | **2024 Year to Date Activity** |
| Ad Valorem Taxes | $4,421,528 | $5,160,519 |
| Intergovernmental - Unrestricted | $997,698 | $1,906,656 |
| Investment Income | $142,391 | $169,881 |
| Miscellaneous Income | $46,235 | $20,189 |
| Other Financing Sources | $261,515 | $302,957 |
| Other Taxes and Licenses | $17,585 | $28,225 |
| Permits and Fees | $4,035 | $8,505 |
| Restricted | $32,998 | $18,932 |
| Sales and Services | $615,829 | $847,654 |
| **Grand Total** | **$6,539,813** | **$8,463,519** |

****The difference in Revenue between 2024 and 2025 is mostly due to the delay of receiving Ad Valorem and Sales and Use Tax*

| BUDGET TO ACTUAL EXPENSES BY FUND | | | |
|---|---|---|---|
| **Fund** | **Total Amended Budget** | **YTD Activity** | **Total Remaining Budget %** |
| General Fund | $15,781,406 | $5,933,689 | 62.40% |
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| Technology Fund | $13,000 | $0 | 100.00% |
| Powell Bill | $485,500 | $240,673 | 50.43% |
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| **Grand Total** | **$24,768,836** | **$9,850,743** | **60.23%** |

| BUDGET TO ACTUAL EXPENSES BY DEPARTMENT | | | |
|---|---|---|---|
| **Department** | **Total Amended Budget** | **YTD Activity** | **Total Remaining Budget %** |
| Administration | $754,400 | $437,609 | 41.99% |
| Building And Grounds Maintenance | $454,500 | $193,111 | 57.51% |
| Finance | $415,860 | $264,759 | 36.33% |
| Fire | $3,633,260 | $1,551,322 | 57.30% |
| Golf Course | $1,010,540 | $459,025 | 54.58% |
| Governing Body | $220,000 | $115,653 | 47.43% |
| Human Resources | $467,210 | $353,035 | 24.44% |
| Information Technology | $238,250 | $154,108 | 35.32% |
| Lakeview Center | $214,920 | $80,569 | 62.51% |
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| Sanitation | $1,135,140 | $591,359 | 47.90% |
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| Water Administration | $333,690 | $168,964 | 49.36% |
| Water Operations | $2,942,740 | $1,471,670 | 49.99% |
| **Grand Total** | **$20,076,116** | **$9,850,743** | **50.93%** |

# Town of Black Mountain
# Helene Financial Report
# February 10, 2025

## Helene Budget to Actual Revenue

| Account Number | Account Name | Amended Budget | FY25 YTD Activity |
|---|---|---|---|
| **425-8806-43100** | Grant Revenue - Federal | $860,666.18 | $860,666.18 |
| **425-8806-43200** | Grant Revenue - State | $200,000.00 | $0.00 |
| **425-8806-48010** | Insurance Recovery Proceeds | $2,159,143.40 | $2,145,944.40 |
| **425-8806-48025** | Debt Proceeds | $3,000,000.00 | $0.00 |
| **425-8806-48590** | Transfers In | $2,121,000.00 | $0.00 |
| Grand Total | | $8,340,809.58 | $3,006,610.58 |

## Helene Budget to Actual Expenses

| Account Number | Account Name | Amended Budget | FY25 YTD Activity |
|---|---|---|---|
| **425-8806-50100** | Salaries - Regular | $98,000.00 | $101,475.54 |
| **425-8806-50101** | Salaries - Part Time/Temp/Aux | $8,000.00 | $7,941.14 |
| **425-8806-50102** | Salaries - Overtime | $280,290.00 | $181,469.45 |
| **425-8806-50210** | Social Security (Fica Tax) Contribut | $21,650.00 | $21,874.96 |
| **425-8806-50220** | Retirement Employer Contribution- | $55,110.00 | $55,849.49 |
| **425-8806-50221** | Retirement Employer Contribution- | $13,215.00 | $13,393.79 |
| **425-8806-50230** | Insurance Employer Contribution - | $23,735.00 | $24,174.59 |
| **425-8806-51016** | Protective Clothing | $8,009.80 | $7,321.93 |
| **425-8806-52012** | Professional Services-Engineering a | $204,000.00 | $3,506.80 |
| **425-8806-52015** | Professional and Technical Service | $50,100.00 | $35,596.20 |
| **425-8806-52020** | Contract Services | $1,717,090.29 | $575,071.54 |
| **425-8806-52115** | Technology and Software License | $25,000.00 | $22,181.64 |
| **425-8806-52310** | R & M - Buildings | $11,261.58 | $3,370.56 |
| **425-8806-52311** | R & M - Grounds/Parks/Greenways | $50.00 | $37.91 |
| **425-8806-52315** | R & M - Equipment | $6,764.43 | $5,261.48 |
| **425-8806-52316** | R & M - Vehicle | $2,375.96 | $850.90 |
| **425-8806-52320** | R & M - Streets/Sidewalks/Curb | $16,289.76 | $8,487.55 |
| **425-8806-52330** | R & M -Utility System | $135,500.00 | $127,465.03 |
| **425-8806-52410** | Office Supplies | $1,986.54 | $1,679.13 |
| **425-8806-52416** | Medical Supplies | $210.49 | $43.49 |
| **425-8806-52510** | Non-Capital Equipment and Furnitu | $55,251.34 | $21,078.92 |
| **425-8806-54010** | Lease/Rental - Equipment | $144,150.00 | $50,204.50 |
| **425-8806-55021** | Emergency Disaster Preparedness | $1,037.13 | $757.63 |
| **425-8806-55099** | Miscellaneous Expense | $39,010.03 | $33,775.19 |
| **425-8806-57210** | Capital Outlay - Land Improvement | $121,000.00 | $62,746.50 |
| **425-8806-57410** | Capital Outlay-Vehicles | $2,156,722.23 | $159,929.00 |
| **425-8806-57510** | Capital Outlay-Furnishings & Non-N | $95,000.00 | $0.00 |
| **425-8806-57610** | Capital Outlay - Street/Bridge/SWa | $50,000.00 | $40,073.41 |
| **425-8806-57615** | Capital Outlay - Dist Lines and Con | $2,500,000.00 | $81,654.25 |
| **425-8806-57616** | Capital Outlay-Plants,Pump Station | $500,000.00 | $0.00 |
| Grand Total | | $8,340,809.58 | $1,647,272.52 |

# Conceptual Site Plan

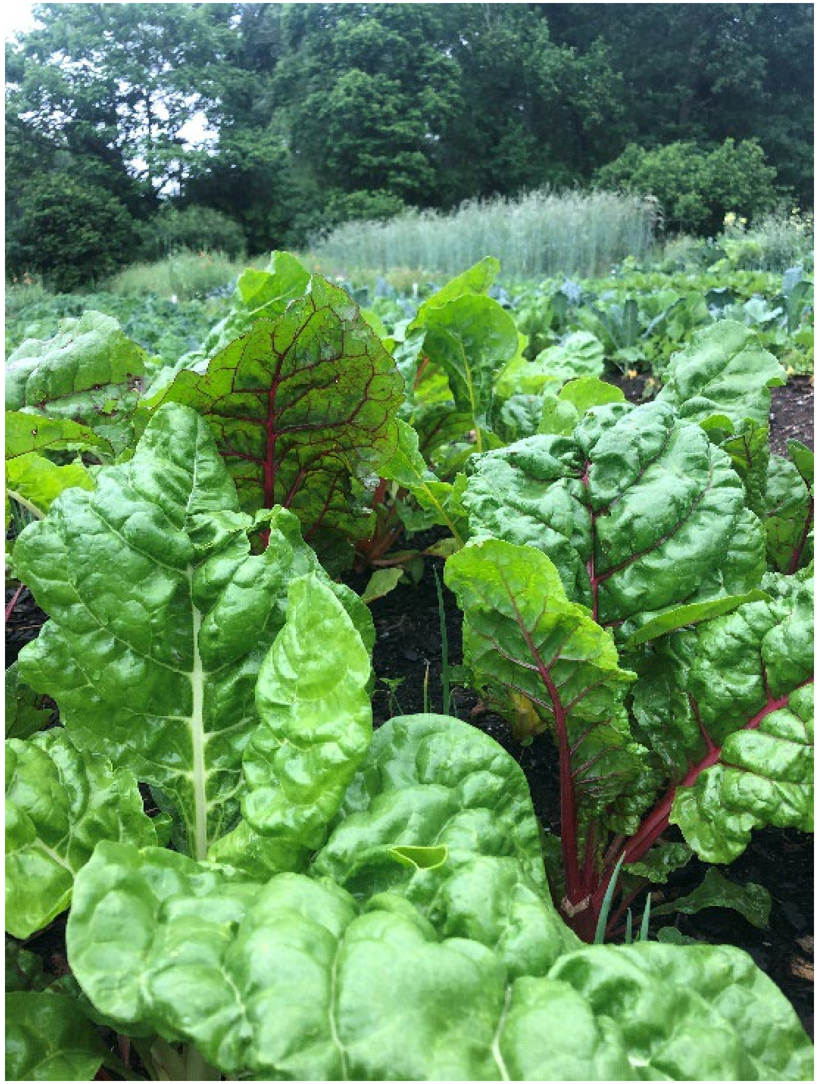
for the

## Dr. John Wilson Community Garden

Presented February 2025

by Leonora Stefanile, Community Garden Manager

& Josh Henderson, Recreation Director



# Agenda

- Brief overview of the Community Garden
- What is the Conceptual Site Plan for the Dr. John Wilson Community Garden?
- The Plan: overview of new and existing features
- Impact of Hurricane Helene on the Community Garden and the Conceptual Site Plan
- Garden Infrastructure implementation for 2025:
  - Irrigation: an essential resource
  - Food safety improvements

# Current Programs in the Community Garden

- Rental plots
- Donation to Bounty & Soul
- Volunteer workdays
- Internships
- Educational Workshops
- Composting drop-off
- Food Forest
- Invasive species management

# Impacts the Town Makes through the DRJWCG

- Reducing waste through composting
- Educating our residents to improve health and resilience
- Providing access to local, healthy foods
- Providing space for community building
- Maintaining beauty and ecology of park
- Bringing pride for residents and attracting visitors

# Purpose for the Community Garden's Conceptual Site Plan

- The Recreation Master Plan that was adopted in 2022, recommended a site-specific plan for the Dr. John Wilson Community Garden with community input.

## Dr. John Wilson Community Garden

The Merriam-Webster dictionary defines recreation as; "the refreshment of strength and spirits after work" and Black Mountain's community garden exemplifies this definition for the patrons and volunteers that have worked to make this a successful asset to the community. With an abundance grown from the cooperative efforts of garden participants, benefits of this recreation have been shared by the community via food donations to the Bounty and Soul organization.

# Excerpt from the Dr. John Wilson Community Garden 10-year Strategic Plan:

**Operational Goals ( < $25K/goal) for the next 2 years (2024 - 2026)**

a. *Create a site plan to guide future structures and hardscaping.* Long-term goals include bathrooms, a greenhouse/glasshouse, and a new facility. Result: supporting document for long-term goals. Conceptual site plan is in development at the time of this document.

   i. Action items:

      1. Gather relevant existing data on site
      2. Find consultant and invite to site
      3. Hold charette to get community input
      4. Draw up conceptual site plan

# The Conceptual Site Plan

The Dr. John Wilson Community Garden 10-year strategic plan, adopted in 2024, listed a site-specific plan as an operational goal.

- Re-named "Conceptual Site Plan"
- That is what we are presenting today!
- New and existing features represented on the map
- The Conceptual Site Plan was created before Hurricane Helene; some changes need to be made to the Site plan mainly due to ongoing study/cleanup efforts regarding the status of water safety in the Swannanoa River

# Purpose for the Community Garden's Conceptual Site Plan

## Recommendations

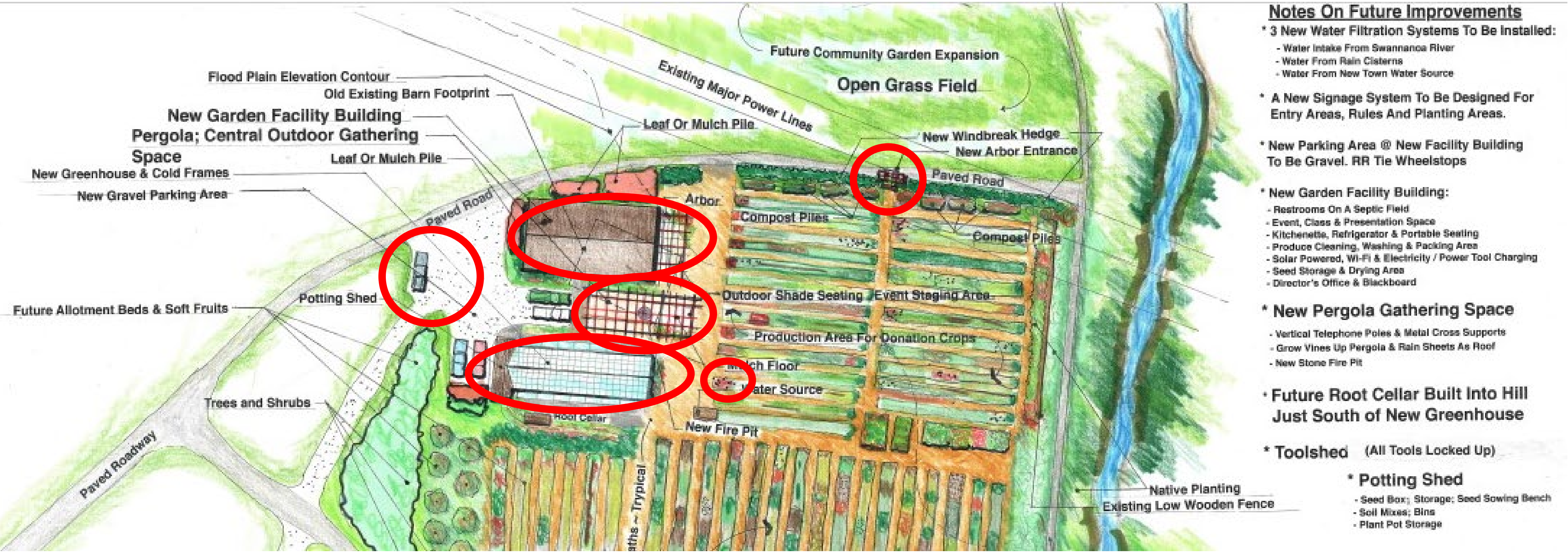
- A Site-Specific Park Master Plan should be implemented and include community input
- A full-time facility manager should be hired by the parks and recreation department
- The existing metal roof shed should be replaced with a new barn type structure and include an office and classroom
- An accessible walking path should be constructed from the parking area
- Water / sewer service should be extended to the site

# Conceptual Site Plan: thank you Craig Siska, designer:

February 10, 2025 Meeting Minutes- Appendix C

# Conceptual Site Plan: New Features





# Conceptual Site Plan: New Features

February 10, 2025 Meeting Minutes- Appendix C

# Other items included in the Plan (first Priorities)

- More signage
- City water hookup
- Produce Washing Station
- Restrooms
- Solar Panels for electricity in the Barn/Main Building
- Outdoor Sitting area (picnic tables with hardscape underneath)

**Notes On Future Improvements**

* 3 New Water Filtration Systems To Be Installed:
- Water Intake From Swannanoa River
- Water From Rain Cisterns
- Water From New Town Water Source

* A New Signage System To Be Designed For Entry Areas, Rules And Planting Areas.

* New Parking Area @ New Facility Building To Be Gravel. RR Tie Wheelstops

* New Garden Facility Building:
- Restrooms On A Septic Field
- Event, Class & Presentation Space
- Kitchenette, Refrigerator & Portable Seating
- Produce Cleaning, Washing & Packing Area
- Solar Powered, Wi-Fi & Electricity / Power Tool Charging
- Seed Storage & Drying Area
- Director's Office & Blackboard

* New Pergola Gathering Space
- Vertical Telephone Poles & Metal Cross Supports
- Grow Vines Up Pergola & Rain Sheets As Roof
- New Stone Fire Pit

* Future Root Cellar Built Into Hill Just South of New Greenhouse

* Toolshed (All Tools Locked Up)

anting
oden Fence

* Potting Shed
- Seed Box; Storage; Seed Sowing Bench
- Soil Mixes; Bins
- Plant Pot Storage

# Hurricane Helene Impact:
# Growing Local Food is Essential

- Hurricane Helene demonstrated how important access to any locally produced, renewable resource is, such as locally grown, fresh produce

- We are growing food using the compost largely created in part from kitchen scraps brought to us from the community. The food grown in the garden is a true example of a renewable resource.

- In 2025, we hope to showcase the Dr. John Wilson Community Garden at the _____, as an example of a successful model of a town-supported community garden.

# Infrastructure Improvements in the Garden, 2025

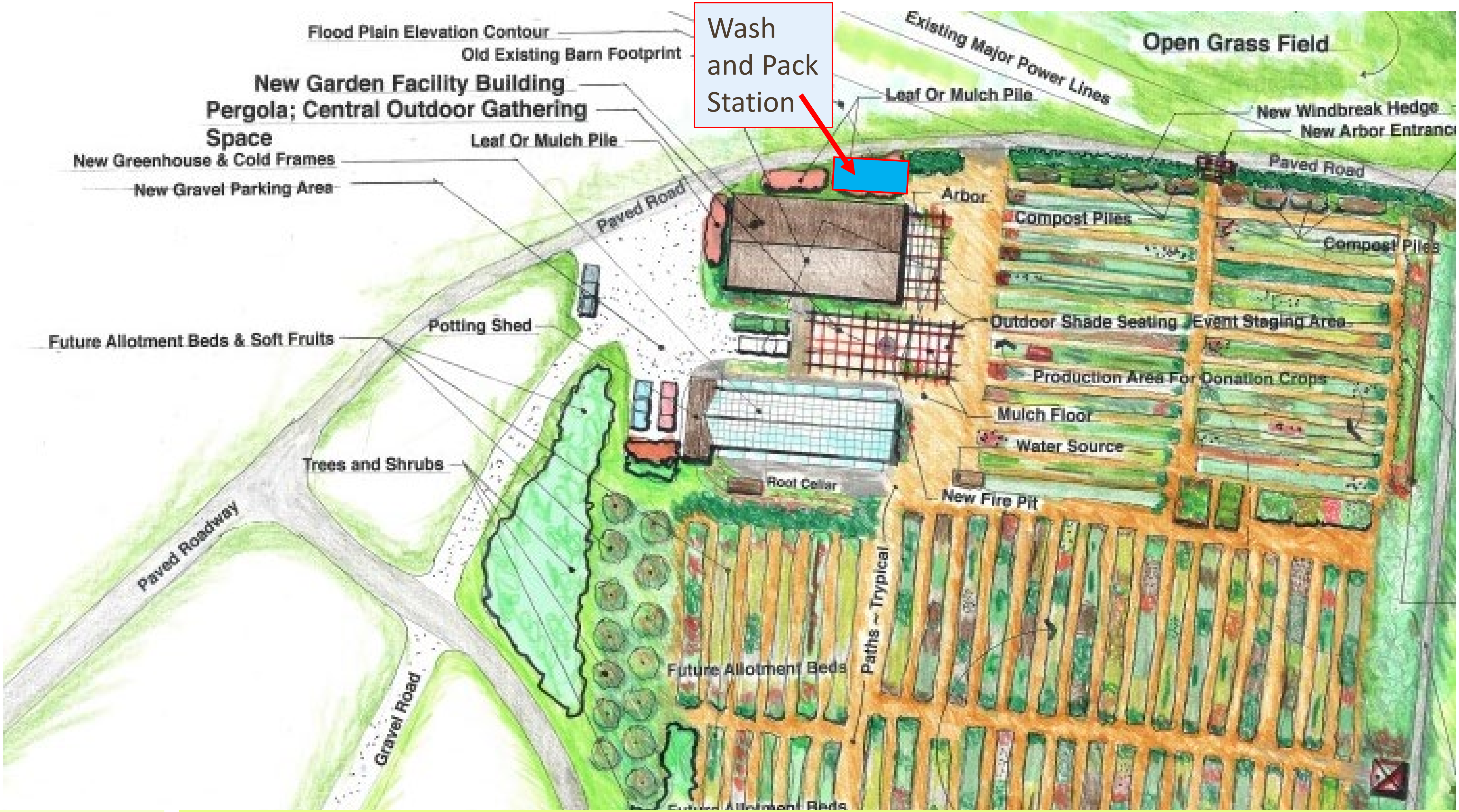
- Priorities:
  - Secure an ongoing, year-round source of irrigation water that does not source surface water from the Swannanoa river
  - Provide potable water for drinking, hand washing, and for washing produce
  - Food Safety: install a wash and pack station for washing produce before donating to our food distribution partners (mainly Bounty and Soul)
  - Repairing the barn to address safety issues

# Conceptual Site Plan: Updates needed due to Hurricane Helene

February 10, 2025 Meeting Minutes- Appendix C

# Conceptual Site Plan: Updates needed for increased food safety





# Irrigation: A Cornerstone to the Community Garden’s Operation

- Without irrigation during dry periods, we can only grow about 50% of the food we normally grow, especially in summer
- Many crops will produce little to no food without irrigation
- Irrigation helps plants stay optimally healthy
  - This a staple for organic growing: the healthier the plant is, the more resistant it is to plants and diseases
- Moist soil is more microbially active, which in turn increases plants’ ability to take up nutrients that they need to grow and bear fruit
- Many gardeners are older and have trouble hauling water and moving hoses around
- We need a regular watering system that irrigates all the garden beds with minimal intervention (drip irrigation that is sourced by a well is ideal)
- Next month, we will present a funding opportunity we hope to secure that will enable us to install an agricultural-capacity well

# Food Safety: Our Responsibility to our Beneficiaries

- If we are distributing food to the public, all soil should be washed off all edible portions
- This helps keep soil-borne pathogens from potentially infecting anyone
- Standard practice at other community farms, such as Root Cause Farm in Fairview, and Eliada Home in West Asheville
- A basic wash and pack station setup is relatively inexpensive (~$1000)
- Ideally city water is the water source (regularly tested and treated)

# Food Safety: Our Responsibility to our Beneficiaries

- We are working with Elena Rogers Food Safety Specialist with NCSU Cooperative Extension on where the best location and design for the wash and pack station
- Bounty and Soul now requires all its farmer and grower partners to wash produce prior to hand-off to B&S staff.
- Common practice in commercial farming: a great training opportunity for our volunteers, interns, and gardeners
- Adds value to the garden offerings for gardeners who rent plots

# Black Mountain's Community Garden is a model

Let's stay at the forefront

# Thank you

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

# COOPERATIVE INTERLOCAL AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

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

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

## A. TERMS AND CONDITIONS

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

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

The role of this Agreement is as follows:

a. To serve as a guide for the ongoing management of the Project and maintenance of the Signs.

b. To be accepted, approved and adopted by resolution of the governing board of each Governing Entity that is a party to this Agreement.

c. To allow the Governing Entities to prohibit themselves from constructing or permitting the construction of other signs within their jurisdictions that may be deemed to be considered destination Wayfinding, or that might otherwise be inconsistent or in conflict with the Interlocal Agreement and Criteria for Inclusion, the current version of which is attached hereto as Exhibit A, and as may be approved by the TDA from time-to-time.

d. To provide criteria for the establishment of new Signs, changes to existing Signs, and the inclusion of new destinations in the Project.

e. To establish mapped boundaries that determine areas of maintenance responsibility and identify the Signs that fall within these boundaries.

f. To put each Governing Entity on notice as to all Signs Assigned to the Governing Entity whether located within or outside of the Governing Entity's jurisdiction. Those Signs to a Governing Entity that are outside each Governing Entity's jurisdiction are shown in the table attached hereto as Exhibit B, as may be amended by the TDA from time to time. For purposes of this Agreement, such Signs are "Assigned" to the applicable Governing Entity.

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

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

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

## B. ESTABLISHMENT OF WAYFINDING COMMITTEE

1. *Committee:* The parties to this Agreement shall establish a Wayfinding Committee (herein "Committee"), to oversee the approval of requests for complex new signage systems, placemaking or landmark signage requests, and whether to require full or partial payment for the signs and their installation. The Committee shall convene as is necessary based on qualifying actions that come before them.

2. *Powers of Committee*: The Committee is hereby empowered to perform the following acts:

   a. Recommend Approval of New Signs. Review applications for new Signs and Sign messages according to the Criteria for Inclusion. The Committee shall make recommendations to the TDA for approval of requests for complex new signage systems, placemaking or landmark signage requests where applicable. The TDA shall have the final authority to approve all new Signs and changes to existing Sign messages. See Exhibit A.

   b. When appropriate, require full or partial payment for the materials and installation of new Signs from public and private entities that request such Signs to be added to the Wayfinding Project.

3. *Committee Membership*: The Committee shall consist of a minimum of three (3) members as follows: (a) Explore Asheville Vice President of the Partnership and Destination Management; (b) Explore Asheville Destination Project Manager; and (c) one staff member appointed by the appropriate corresponding Governing Entities. See Exhibit A. At its discretion, the TDA Board can appoint additional at-large members to the committee.

## C. FINANCIAL RESPONSIBILITIES AND PROCEDURES

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

1. *Replacement of damaged or demolished Signs within the corporate limits of a Governing Entity and the unincorporated areas of Buncombe County:*

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

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

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

a. **Financial Responsibility.** The TDA shall pay one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by the Governing Entities when the Sign meets the Criteria for Inclusion. The TDA, through the Committee, reserves the right to develop financial policies that require full or partial cost recovery of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by private entities when the Sign meets the Criteria for Inclusion.

b. **Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will directly invoice the TDA for materials and labor. If the committee determines the costs for materials and installation should be shared with or paid by a private entity requesting the Sign(s), the vendor shall submit a single invoice to the private entity or separate invoices to the TDA and the private entity for the agreed upon shared cost. The TDA and/or private business shall directly pay the vendor for the cost of the Sign materials and subsequent installation. If the private entity is required to pay all or a portion of the cost, the private entity shall provide Explore Asheville with proof of payment. After which, Explore Asheville will coordinate the installation with the designated vendor.

3. _New Signs or new Sign messages for destinations that do not qualify under the Criteria for Inclusion_**:**

**a. Financial Responsibility.** If a Governing Entity requests a new Sign or Sign message for a destination owned and/or managed by the Governing Entity that does not meet the Criteria for Inclusion the Governing Entity requesting the Sign or Sign message shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of such Signs or Sign messages. Signs or Sign messages requested by private entities for destinations that do not meet the Criteria for Inclusion will be rejected and will not be eligible for installation.

**b. Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will invoice the Governing Entity directly for payment. Upon proof of payment, Explore Asheville will coordinate the installation with the vendor.

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

## D. MAINTENANCE RESPONSIBILITIES

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

a. Removal of graffiti and placards as necessary.

b. Washing/cleaning of all Sign panels and poles as necessary.

c. Removing plant material at the base of the Sign and/or visually obstructing or damaging the Sign.

d. Notifying Explore Asheville in a timely manner of any damaged or demolished Signs within the Governing Entity's corporate limits or as otherwise Assigned. In the event a Sign is damaged to the extent that it is not readable by the driving public (e.g. the Sign is knocked down), the responsible Governing Entity must relocate the damaged Sign to a secure location and notify Explore Asheville of its removal and storage location.

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

## E. ADDITIONAL DUTIES AND RESPONSBILITIES:

1. _The Governing Entities' Representatives_:

a. Appoint a Representative to monitor and ensure compliance with the duties and responsibilities of the Governing Entity as outlined herein and serve as a point of administrative contact for Explore Asheville. See Exhibit A.

a. Provide Explore Asheville with a staff contact who is responsible for retrieving damaged Signs within the Governing Entity's corporate limits and as otherwise Assigned.

2. *The County shall:*

   a. By signing this agreement, the County authorizes the Governing Entities to maintain Signs within jurisdiction of the County, but outside of the corporate limits of the Governing Entities.

   b. The County further acknowledges that should it request the installation of any Sign, it will become a Governing Entity as to all such Signs it requests and will be treated as a Governing Entity for purposes of this Agreement as related to such Signs.

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

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

1. **Explore Asheville (Contact for Signage Requests to the Wayfinding Committee)**
   a. Name: Kimberly Puryear
   b. Title: Destination Project Manager
   c. Address: 27 College Place, Asheville, NC 28801
   d. E-mail Address: kpuryear@exploreasheville.com
   e. Phone Number: (919) 539-5157 (cell)

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

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

**Downtown**

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

**City of Asheville Contact to Retrieve Damaged or Destroyed Signage**

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

**3. Town of Black Mountain**

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

**Town of Black Mountain Contact to Retrieve Damaged or Destroyed Signage**

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

**4. Town of Weaverville**

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

**Town of Weaverville Contact to Retrieve Damaged or Destroyed Signage**

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

**5. Town of Woodfin**

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

**Town of Woodfin Contact to Retrieve Damaged or Destroyed Signage**

a. Name, Department: TBD
b. Email:

c. Phone:

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

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

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

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

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

| | |
|---|---|
| Attest to:<br><br><br>_____________________________________<br>Vic Isley, President & CEO | **BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY:**<br><br>By: ___________________________<br>Brenda Durden, Chair |

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _______ day of ________________, 2025

Notary Public: ________________________

Type or print Name: ___________________

My Commission Expires: _______________

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

Finance Director: ______________________

Date: _____________________________

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

| | |
|---|---|
| Attest to:<br><br>________________________________<br>Tamara Mercer, Town Clerk | **TOWN OF WEAVERVILLE:**<br><br>By: ______________________________<br>Selena Coffman, Town Manager |

COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _______ day of ________________, 2025

Notary Public: _________________________

Type or print Name: ____________________

My Commission Expires: ________________

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

| Attest to: | **COUNTY OF BUNCOMBE:** |
| --- | --- |
| ________________________________ <br> Sarah Gross, Clerk to the Board of County Commissioners | By: ____________________________ <br> Avril Pinder, County Manager |

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _______ day of _______________, 2025

Notary Public: ______________________

Type or print Name: __________________

My Commission Expires: ______________

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

| Attest to: | **TOWN OF BLACK MOUNTAIN:** |
|---|---|
| ___________________________________<br>Wesley Barker, Town Clerk | By: ________________________________<br>Josh Harrold, Town Manager |

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _______ day of ________________, 2025

Notary Public: ________________________

Type or print Name: ___________________

My Commission Expires: _______________

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

| Attest to: | **TOWN OF WOODFIN:** |
|---|---|
| ________________________________<br>Gena Powers, Town Clerk | By: ______________________________<br>Shannon Tuch, Town Administrator |

COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _______ day of ________________, 2025

Notary Public: ________________________

Type or print Name: ___________________

My Commission Expires: _______________

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

| Attest to: | **CITY OF ASHEVILLE:** |
| --- | --- |
| ________________________________<br>Maggie Burleson, City Clerk<br>(official seal) | By: _____________________________<br>Debra Campbell, City Manager |

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _______ day of ________________, 2025

Notary Public: ________________________

Type or print Name: ___________________

My Commission Expires: _______________

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