



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

June 9, 2025

REGULAR SESSION AGENDA

Time: 6:00 PM

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

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1. CALL TO ORDER

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

In accordance with the Code of Ethics adopted by the Council, all Council Members have a duty to conduct the affairs of the governing board in an open and public manner free of conflicts of interest. Is there any item on the agenda the outcome of which will have a direct, substantial, and readily identifiable financial impact for any Council Member, his or her family or close business associates? Does any Council Member have a financial interest in any public contract coming before this Council today? There being none, all Council

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. Resolution for Pride Month - June 2025

2.B. Resolution for Juneteenth 2025

3. CITIZEN COMMENTS

Individuals wishing to address the Council are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Council. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a public hearing scheduled for this meeting, please reserve your comment for the applicable public hearing. Note: Council will not respond during the citizen comment period.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

4.A. Hurricane Helene Storm Recovery Update

4.B. Morehead-Cain Civic Collab Scholars - Introduction & Project Summary Presentation

5. CONSENT AGENDA

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

5.A. Adoption of Meeting Minutes: May 8, 2025 Agenda Work Session & Budget Meeting; May 12, 2025 Regular Meeting; May 15, 2025 Special Called Meeting (FY26 Budget Pres & Golf Course Discuss.) - Wesley Barker, Town Clerk

Motion: Motion to approve the meeting minutes as presented (or amended).

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

Motion: To approve the April 2025 tax report as presented.

5.C. Resolution to Recognize Grant Funds for Carver School Drainage Mitigation - Josh Henderson, Recreation & Parks Director

Motion: Motion to approve a resolution recognizing funds for the Carver School Drainage Mitigation as presented.

5.D. Memorial Bench Donation - Carver Playground - Josh Henderson, Recreation & Parks Director

Motion: Accept the donation as presented.

- 5.E. Acceptance of Dr. John Wilson Community Garden Barn Roofing Donation -**
Josh Henderson, Recreation & Parks Director
Motion: Approve resolution acknowledging and accepting the donation for roofing materials to repair the barn roof at the Community Garden.
- 5.F. Community Foundation of Western NC (CFWNC) Grant and Creation of Special Revenue Grant Fund Project for Community Garden -** Tammy Holland, Finance Director
Motion: Accept Grant funding from CFWNC. Approve ordinance creating a Special Revenue Grant and Budget Amendment recognizing funding and expenditures.
- 5.G. Tomahawk Dam Amended Project Ordinance -** Tammy Holland, Finance Director
Motion: Approve Amended Tomahawk Dam Project Ordinance and budget amendment.
- 5.H. Closure of Tomahawk Dam Capital Project Ordinance -** Tammy Holland, Finance Director
Motion: Approve the closure of the Tomahawk Dam Capital Project.
- 5.I. Hurricane Helene Amended Project Ordinance and Budget Amendments -** Tammy Holland, Finance Director
Motion: Approve the Hurricane Helene Grant Project Ordinance and Project Budget Amendment as presented and recommended.
- 5.J. Consideration of Budget Amendments -** Tammy Holland, Finance Director
Motion: Approve budget amendments as presented.
- 5.K. Appointment to Asheville Regional Housing Consortium (ARHC) -** Wesley Barker, Town Clerk
Motion: Motion to appoint Planning Director Michelle Kennedy to the ARHC.

6. PUBLIC HEARING

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

- 6.A. Adoption of Fiscal Year 2026 Budget Ordinance & Fee Schedule -** Tammy Holland, Finance Director
Motion: Adoption of Annual Budget Ordinance and Fee Schedule for FY25-26.
- 6.B. Consideration of an Ordinance granting to Public Service Company of North Carolina, Incorporated, its successors and assigns, the right to use and occupy**

the public ways of the Town of Black Mountain, North Carolina, for the construction, operation and maintenance of a gas utility system and all necessary means for transmitting and distributing gas within said town for a period of 30 years. - Wesley Barker, Town Clerk

Motion: Motion to approve the Ordinance granting Public Service Company of NC Incorporated, its successors and assigns, the right to use and occupy the public ways of the Town of Black Mountain, North Carolina, for the construction, operation and maintenance of a gas utility system and all necessary means for transmitting and distributing gas within said town for a period of 30 years.

7. CITIZEN COMMENTS

Individuals wishing to address the Council are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Council. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a public hearing scheduled for this meeting, please reserve your comment for the applicable public hearing. Note: Council will not respond during the citizen comment period.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- 9.A. Resolution to Adopt Fire Department Operational Permits & Fee Schedule** - John Coffey, Fire Chief , Doug Morrow

Motion: Motion to adopt optional operational permits under Chapter 1 of the 2018 North Carolina Fire Code, and establish a fee schedule for operational permits.

- 9.B. Amendment to the Internal Fund Balance Policy for the General Fund** - Josh Harrold, Town Manager

Motion: Motion to approve the amended internal Fund Balance Policy for the General Fund as presented.

- 9.C. Selection of McAdams for Hilltop Road Stabilization Engineering Services** - Jessica Trotman, Assistant Town Manager

Motion: To approve the resolution as presented.

- 9.D. Consideration of Professional Engineering Services Agreement with McAdams for the Hilltop Road Stabilization Project** - Jessica Trotman, Assistant Town Manager

Motion: To approve the contract as presented.

10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

- 11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL**
- 12. CLOSED SESSION - NONE**
- 13. ADJOURNMENT**

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

PRIDE MONTH RESOLUTION 2025

Resolution No. R-25-26

WHEREAS, all are welcome in the Town of Black Mountain to live, work, and play, and everyone deserves a place to call home where they are safe, happy, accepted, and supported; and

WHEREAS, the month of June was chosen as Pride Month to commemorate those who led the 1969 uprising at the Stonewall Tavern in Greenwich Village, which sparked the modern, ongoing LGBTQ+ movement to protect the dignity and rights of sexual and gender minorities; and

WHEREAS, June 2025 marks the 55th annual celebration throughout the United States of LGBTQ+ Pride Month and recognizes the meaningful contributions made by our LGBTQ+ community that enhance our country's diverse history and culture and will shape its future; and

WHEREAS, the Town of Black Mountain adopted a Resolution R-25-18 on April 14, 2025 entitled A Resolution Of The Town Council Of Black Mountain, North Carolina Proclaiming That All Are Welcome In Our Community, Regardless Of Sexual Orientation, Gender, Ethnicity, Religion, National Origin, Race, Ability, Socioeconomic Status, Age Or Any Other Characteristic, And That All Individuals Will Be Treated Equally In The Name Of The Law; and the Town of Black Mountain joins the LGBTQ+ community in a celebration of diversity and unity and remains committed to treating all people with fairness and respect; and

WHEREAS, the Town of Black Mountain believes in working together with all members of our community to facilitate strong relationships and provide safety, dignity, and a welcoming environment for our residents and visitors.

NOW, THEREFORE BE IT RESOLVED, the Town Council of the Town of Black Mountain does hereby proclaim the month of June as Pride Month in Black Mountain and encourages all residents, businesses, and community organizations to join in celebrating the history, culture, and contributions of the LGBTQ+ community.

Adopted this the 9th day of June, 2025.

C. Michael Sobol, Mayor

Attest: _____
Wesley M. Barker, Town Clerk

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

RESOLUTION RECOGNIZING JUNETEENTH 2025

Resolution No. R-25-27

WHEREAS, on September 22, 1862, President Abraham Lincoln issued the Emancipation Proclamation, declaring that as of January 1, 1863, all enslaved people in the rebellious states would be thenceforward and forever free; and

WHEREAS, it took almost three more years of conflict and loss to bring about the end of the Civil War and the ratification of the Thirteenth Amendment to the United States Constitution in December 1865 to officially end slavery in the United States; and

WHEREAS, as the news of freedom spread gradually throughout the nation; on June 19, 1865, two months after the official surrender of the Confederacy at Appomattox, Union Soldiers arrived in Galveston, Texas, and issued General Order No. 3 announcing freedom to some of the last enslaved people in the United States; and

WHEREAS, June 19th, or Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, celebrates the emancipation of those who had been enslaved in the United States and became a federally recognized holiday in 2021, observed annually on June 19th; and

WHEREAS, on this anniversary each year, organizations and individuals throughout North Carolina and our nation celebrate African American heritage, history, freedom, and culture with events and ceremonies that reflect the power of community, family, art, and tradition in the face of oppression; and

WHEREAS, observing Juneteenth encourages all residents to learn from the past, engage in meaningful dialogue, and continue working toward a community that values diversity and ensures the dignity and rights of every individual.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Black Mountain does hereby proclaim June 19th, 2025, as “**JUNETEENTH**” in the Town of Black Mountain and encourages residents, organizations and institutions to commemorate this historic occasion through education, reflection, and celebration.

Adopted this 9th Day of June 2025.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager **MEETING DATE:** June 9, 2025

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

TITLE OF ITEM: Hurricane Helene Storm Recovery Update

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

SUMMARY:

Assistant Town Manager Jessica Trotman will provide the Town Council with an update on recovery efforts following Hurricane Helene.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. June Recovery Update 2025

Recovery & Resilience Update

Town Council Meeting

Jessica Trotman, Asst. Town Manager

June 9, 2025

Multiple Tracks



RECOVERY



MITIGATION



PREPAREDNESS

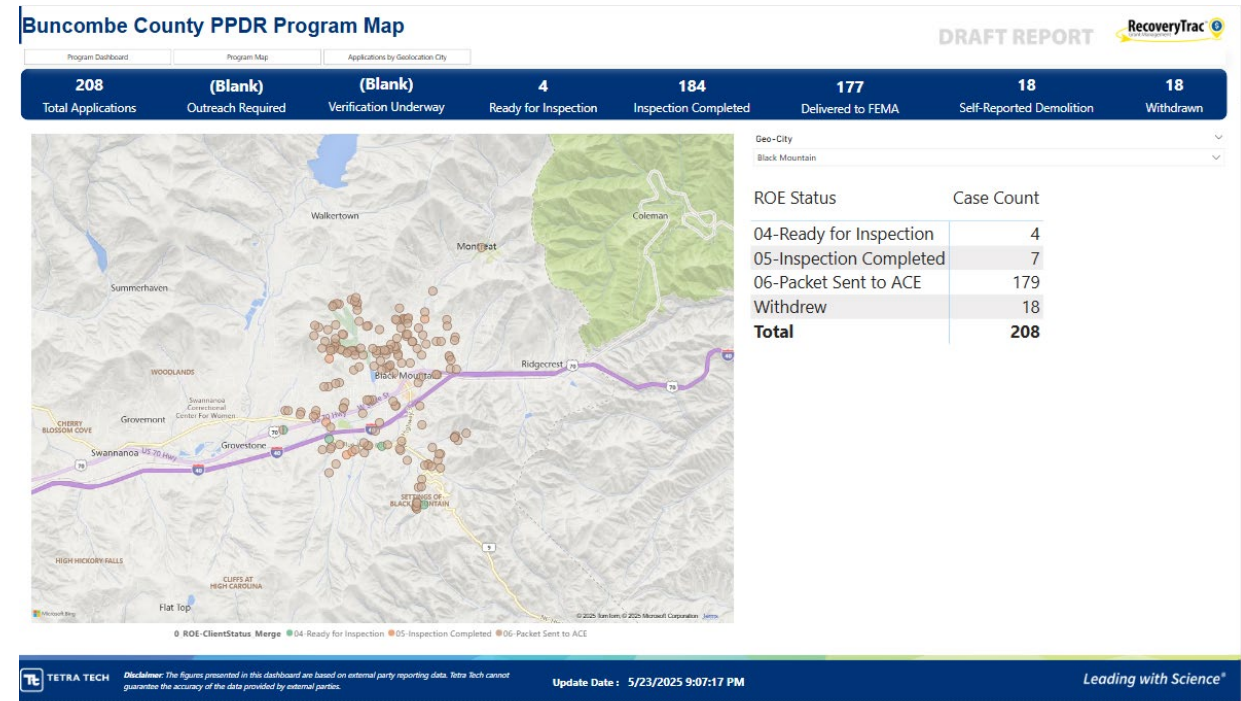
Debris Removal Updates

Direct Federal Assistance (DFA)

- ROW mission has concluded
 - Town has been removing small debris in ROW with recently acquired boom truck as a short-term strategy.
- PPDR applications have closed and are being processed
- Waterways continues anticipated to end in June
- FEMA announced on May 23 that DFA will end with the tasked missions conclude.
- FEMA has denied Governor Steins request to extend the 100% federal cost share for debris removal. This request continues to be made. Without this, the state cost share for continued debris removal needs will costs hundreds of millions of dollars.

NCEM SMART Program

- Town informed of new program in May. Immediately made request to participate.
- State will continue debris removal contracts.
- No other details have been made available to date.



Donated Resources



Staff is working with other local government and vendors to secure resources to support recovery efforts:



GovWell

Work order modules for Public Works
Permitting module for Fire Department



City of Wilmington

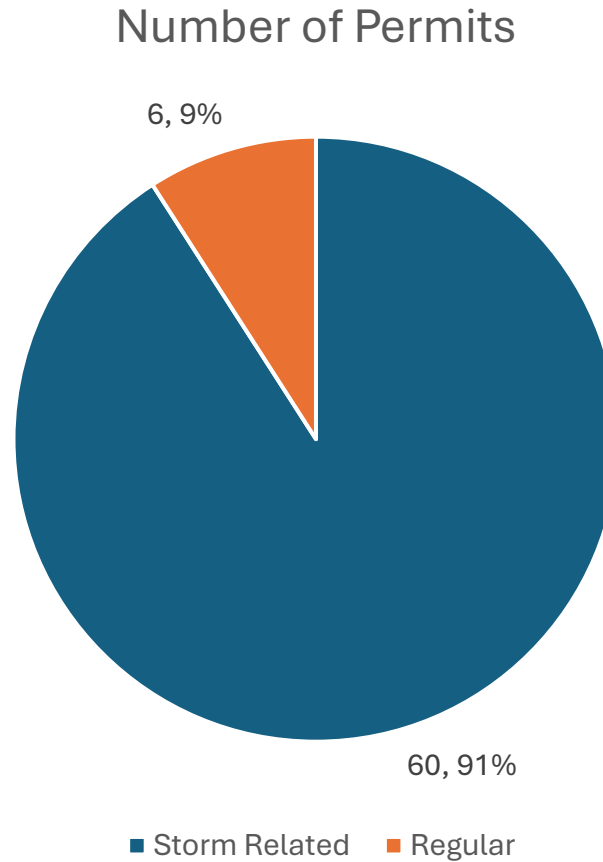
Reel Mowers to care for new baseball fields



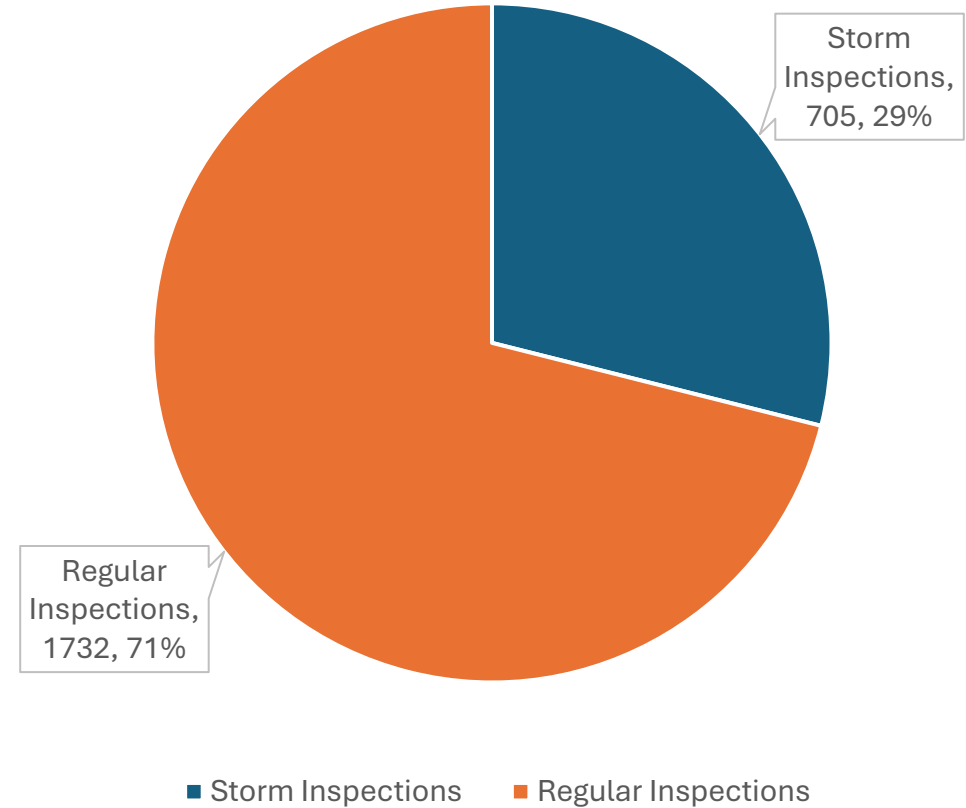
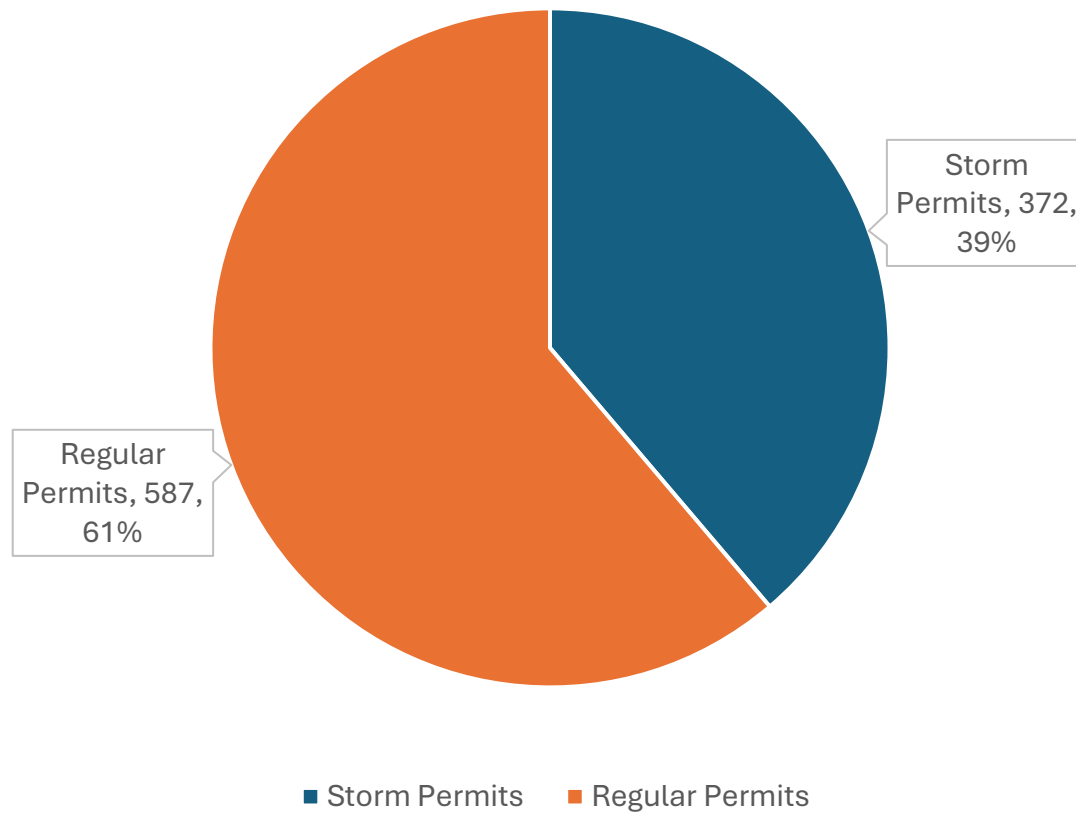
City of Greensboro

Truck for Parks & Recreation
Truck for Inspections

Floodplain Development Permits Since October 7, 2024



Planning & Development Services Since October 7, 2024



Insurance

	A	B	C	D	E	F	J	K	L	M	N	O	P	Q	R
	<u>Depart</u> <u>ment</u>	<u>Category</u>	<u>Description</u>	<u>Ser/Vin#</u>	<u>Insurance</u> <u>Claim Type</u>	<u>Claim #</u>	<u>was</u> <u>this</u> <u>item</u> <u>repaired</u>	<u>was</u> <u>this</u> <u>item</u> <u>replaced</u>	<u>will</u> <u>this</u> <u>require</u> <u>additional</u> <u>work</u>	<u>Claim Check #</u>	<u>Claim Paid</u> <u>Amt</u>	<u>Actual</u> <u>Repair/Replac</u> <u>ement Cost</u>	<u>Estimated</u> <u>Additional Funds</u> <u>Needed (Amount</u> <u>not covered by</u> <u>Insurance)</u>	<u>Insurance</u> <u>Overage</u> <u>(Excess Funds</u> <u>Received by</u> <u>Town)</u>	<u>Claim</u> <u>Closed</u>
1															
2	Golf	Equipment	John Deere 2400 Triplex	1TC2400HHPT040181	Inland Marine (Equipment)	3240118201									
3	Golf	Equipment	2023 John Deere 2400 Triplex		Inland Marine (Equipment)	3240118202									
4	Golf	Equipment	2023 John Deere 2400 Triplex	1TC2400HJPT040223	Inland Marine (Equipment)	3240118205									
5	Golf	Equipment	2023 John Deere 9009A	1TC9009AJPV080077	Inland Marine (Equipment)	3240118199				Pending	\$78,735.00			\$78,735.00	
6	Golf	Equipment	John Deere 7400A	0052	Inland Marine (Equipment)	3240118198	No	Yes	Yes	Pending	\$53,527.00			\$53,527.00	
7	Golf	Equipment	John Deere 2020A Pro Gator	1TC202ATLPT160250	Inland Marine (Equipment)	3240118203									
8	Golf	Equipment	2023 John Deere HD 200 Gal Sprayer Attachment		Property Damage	3240118404				112285	\$600.00			\$600.00	Yes
9	Golf	Equipment	John Deere 7700A	1TC7700AEPV100045	Inland Marine (Equipment)	3240118190			No	Pending	\$75,182.00			\$75,182.00	
10	Golf	Equipment	John Deere 7700A	1TC7700AAPV100042	Inland Marine (Equipment)	3240118196			No	Pending	\$75,182.00			\$75,182.00	
11	Golf	Equipment	Toro Sandpro Rake Groomer Attachment	8903	Inland Marine (Equipment)	3240118781									
12	Golf	Equipment	Toro Sandpro Turf Equipment	8905	Inland Marine (Equipment)	3240118785						\$6,213.15		\$6,213.15	
13	Golf	Equipment	Ventrac MJ840	3765	Inland Marine (Equipment)	3240118776					\$1,437.50				
14	Golf	Equipment	Ventrac 4500-Z w/ accessories	15534	Inland Marine (Equipment)	3240118773									
15	Golf	Equipment	2023 John Deere Gator	0547	Inland Marine (Equipment)	3240118771									
					Inland Marine										

Analyzing insurance claims and proceeds to determine:

- What can be removed from FEMA projects
- What replacements/repairs can be made now
- Preliminary insurance proceeds are \$2,788,695.90 – data being developed, update next meeting.

FEMA Projects in Progress

- Expedited
- Misc Town Buildings
- EOC 1
- Roads
- Dog Park
- Stormwater Control Measures
- Water Distribution System
- Vehicles
- Hilltop Road Stabilization
- Golf Course
- Management Costs
- Golf Course Temporary Building
- A&E Services for All Needs

Misc Repairs (Not FEMA)



GOLF EQUIPMENT
LEASE



GOLF CART BARN
ROOF



CROQUET
BUILDING ROOF



KNUCKLE BOOM
TRUCK REPLACED



CENTER FOR THE
ARTS ROOF

Planning



Following proposed changes at Federal level



Anticipating reimbursements to slow further into the summer months as FEMA Disaster Relief fund dwindles. Significant shortfall expected this fiscal year, FEMA will have to prioritize.



Anticipating FEMA support to shift focus next major event (hurricane and fires season)



Writing detailed justification reports for all questions related to guidance requests and project specific needs.

UNC Morehead Scholars



Historical record of Helene response

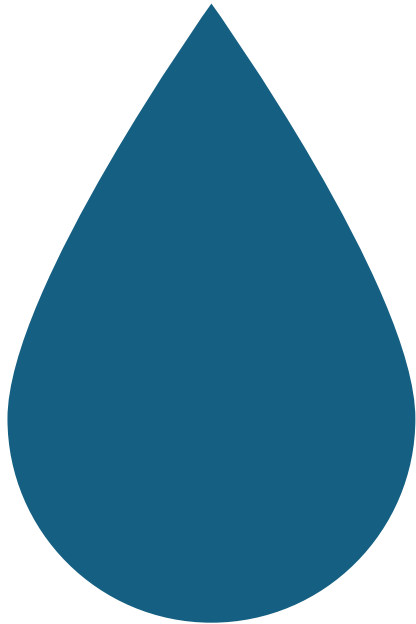


Build framework and develop specific sections of a long-term recovery and resiliency plan.



Working full-time in town hall through the summer.

Resilience Funding Efforts



- Not eligible for SRF
- AIA for Water System – NC DEQ TA
- LOI HMGP- NCEM → FEMA
 - Dredging Lake Tomahawk \$2,000,000
 - Generators for Town Buildings \$700,000
 - Reservoir Emergency Water Source \$6,000,00
 - Generators for Pump Stations \$1,500,000
 - Wells and System Integration \$1,750,00
 - SCADA System Expansion \$10,000
 - Disel Pump for Booster Station \$250,000
 - Relocating Waterlines in Floodway \$3,000,000
 - Armoring 12 In-stream Waterlines \$1,700,000

Thank you.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** June 9, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Adoption of Meeting Minutes: May 8, 2025 Agenda Work Session & Budget Meeting; May 12, 2025 Regular Meeting; May 15, 2025 Special Called Meeting (FY26 Budget Pres & Golf Course Discuss.)

SUGGESTED MOTION(S):

Motion to approve the meeting minutes as presented (or amended).

SUMMARY:

Adoption of Meeting Minutes from the following:

- May 8, 2025 Agenda Work Session + Budget Meeting
- May 12, 2025 Regular Monthly Meeting
- May 15, 2025 Special Called Meeting to discuss Golf Course Re-Opening + FY26 Budget Presentation

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. May 8, 2025 Agenda Workshop Minutes
2. May 12, 2025 Regular Meeting Minutes
3. May 15, 2025 Special Meeting- FY26 Budget Presentation + Golf Course Discussion



BLACK MOUNTAIN TOWN COUNCIL MINUTES

May 8, 2025 | Agenda Workshop + FY26 Budget Workshop | Time: 5:00 P.M.

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

The Black Mountain Town Council held their agenda workshop and FY26 budget workshop meetings on Thursday, May 8, 2025, at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711.

Mayor C. Michael Sobol called the meeting to order at 5:04 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone.

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Tammy Heide, Finance Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Josh Henderson, Recreation & Parks Director; Shannon Hensley, Human Resources Specialist.

May 8, 2025 Council Meeting Agenda Review: Town Manager Josh Harrold reviewed the proposed agenda items for the upcoming May 8, 2025 Regular Town Council meeting.

Some discussion took place regarding the agenda item for the Fire Department Cost Recovery Program by Fire Chief John Coffey.

Council Member Alice Berry spoke about reserving September 27th for the one-year remembrance of Hurricane Helene, possibly consider a town-sponsored event and reserving the Town Square for that day.

With no additional comments, Vice Mayor Archie Pertiller made a motion to adopt the agenda as presented. A vote of 5-0 in favor.

FY26 Budget Workshop

The Council was provided with a financial report ending April 30, 2025, that showed accounts activities, balances, revenues and expenses.

Town Manager Josh Harrold then reviewed some of the proposed budget items for FY26 that he has cut. These include several newly proposed positions, various department training line-item amounts, and a fire boat. A full list is included on the following page:

FY25-26 MANAGER BUDGET

Req Position	Salary	Department	Garbage Fees	Revenue	Tax Rate
PIO	\$92,151	Admin	\$5	\$255,950	0.321 unchanged
Building Insp	\$98,308	Planning	\$10	\$511,900	
Finance	\$99,024	Finance			
SRO	\$45,084	Police			
Sanitation	\$65,325	Sanitation			
Meter Reader	\$65,325	Water Finance			
Firefighter	\$72,578	Fire			
Training Officer	\$89,990	Fire			
Total	\$627,785				
			FY24-25 Total Budget		\$22,005,610
			FY25-26 Total Budget		\$19,595,410
					\$2,410,200
					10.95% decrease

Manager Cuts

Finance	\$99,024	Finance
PIO	\$92,151	Admin
Training Officer	\$89,990	Fire

Total **\$281,165** **\$346,620**

Salaries remaining of
proposed new salaries.

Manager Cuts

Fire boat	\$40,000	Fire
Training	\$2,000	HR
Training	\$8,600	Finance
Training	\$1,000	PW Admin
Training	\$2,000	Parks/Rec
Training	\$1,000	Pool
Training	\$3,000	Planning

Total **\$57,600**

=\$338,765 Total cuts

Current FB App. **=\$304,650**

3% COLA **=\$216,000**

Water Rates Average user will see \$0.65/month increase due to the bond fee ending

County Tax Proposed 3.26 cent tax increase (*by the County,*
Rate *not Town*)

**For a home valued at \$300,000, the property taxes will increase approximately \$97.80/year*

MSD 5% increase

These figures reflect adding the July 4th fireworks back into the budget and adding in \$30,000 for a part-time communications specialist/PIO after cutting the full-time position request.

Some discussion took place about requested positions, notably the meter reader position. Council Member Hay stated he advocates for more cuts as needed across departments but suggests holding off on this meter reader position for now and evaluating once the sanitation employee comes on board. After additional discussion, the Council was at a consensus to remove this position from the proposed budget (\$65,325).

Discussion ensued on the garbage fee increase. A consensus was reached by Council to lower this proposed increase from \$10 to \$8. This would result in approximately \$409,520 in revenue, down from \$511,900 if the rate was set at \$10.

It was noted that there was currently no proposed property tax increase by the Town, but the County has proposed a 3.26 cent tax increase, which would impact everyone's tax bills. Also, MSD (Metropolitan Sewerage District) has proposed a 5% increase.

Town Manager Josh Harrold stated with the change of garbage fees to \$8, the current Fund Balance appropriation needed to balance the proposed budget would be \$408,450, up from the presented \$304,650.

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 6:15 p.m.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

May 12, 2025 | Regular Session Agenda | Time: 6:00 PM

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

Black Mountain Town Council held their regular monthly meeting on Monday, May 12, 2025, at 6:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

Mayor C. Michael Sobol called the May 12, 2025 Town Council meeting to order at 6:00 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, and Council Member Ryan Stone.

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

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

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Special Employee Recognitions. Fire Chief John Coffey recognized firefighters Andrew Operato, Chance Hensley, and Gavin Wood with the Lifesaver Award for saving a life at a recent structure fire. Town Department Heads also recognized Town Manager Josh Harrold for a belated Boss' Day.

3. CITIZEN COMMENTS

- Mayor Sobol read submitted statements from citizens Joe Tyson and John Decker about the golf course.
- Blake Martin, 3 Shakespeare Cir., spoke about the golf course and keeping it under Town management.
- Carl Bartlett, 277 North Fork Rd., spoke on the golf course and the benefits it brings to the Town. Statement of good faith about the golf course
- Maggie Tuttle, 104 Pleasant Dr., and Black Mountain Women's Golf Association

representative, spoke about the golf course and producing a solution to get it back to normal.

- Alan Tripp, 109 Third St., President of the Friends of BM Golf, a 501C3 organization, discussed GAP funding to help with course maintenance until permanent repairs are made & funding is received from FEMA.
- Larry Pearlman, 203 N. Park Ln. & Ruth Pittard, 208 Central Ave., spoke about a scheduled event on Sat., May 31, from 1-5pm, at Town Square for the "hearts of love" global event.
- Rick Harwood spoke on the golf course.
- Rick Earley, 203 N. Park Ln., spoke about the golf course proposal that was provided to the Council by the Mayor at the May 8th, 2025 budget meeting, to fully open the full eighteen holes by end of July.
- Richard Hudson spoke to express concern about the golf course.
- Charlie Lundsford, 805 Laurel Ave., spoke on the golf course.
- Chuck Richardson, 151 Last Resort Terrace, spoke about the community and the golf course.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

- 4.A. **Buncombe County Helene Recovery Updates.** Jeremiah LeRoy, Deputy Recovery Officer for Buncombe County, gave a presentation on Helene Recovery Planning on a county-level. He also spoke on the Envision Buncombe survey for public input. *A copy of this presentation is included at the end of these minutes as Appendix A.*

- 4.B. **Public Works Report.** Public Works Director Jamey Matthews gave a presentation on pre- and post-Helene and Public Works tasks and performance. Information presented included water system repairs and street repairs. *A copy of this presentation is included at the end of these minutes as Appendix B.*

The Mayor called for a 5-minute recess.

5. CONSENT AGENDA

- 5.A. **Adoption of Meeting Minutes: April 2, 2025, Budget Meeting; April 9, 2025, Budget Meeting; April 10, 2025, Agenda Work Session; April 14, 2025, Regular Meeting; April 23, 2025 Budget Meeting; May 1, 2025 Budget Meeting. Vice Mayor Archie Pertiller made a motion to approve the minutes as presented. A vote of 5-0 in favor.**

- 5.B. Extension of Tax Collection Agreement with Buncombe County.** The Town's original agreement with Buncombe County for ad valorem tax listing and collection services was entered into around May 13, 2019 for a period of three (3) years. This agreement was extended for an additional three (3) years in July 2022. This amendment extends the agreement from July 1, 2025, until June 30, 2028. *Vice Mayor Archie Pertiller made a motion to approve extension of tax collection agreement with Buncombe County as presented. A vote of 5-0 in favor. A copy of this agreement is included at the end of these minutes as Appendix C.*

- 5.C. Consideration of Budget Amendments.** This budget amendment recognizes ABC Law Enforcement Special Allocation Grant funds from the Black Mountain ABC Store to be used within the Police Department for new technology equipment in the amount of \$10,000. *Vice Mayor Archie Pertiller made a motion to approve budget amendments as presented. A vote of 5-0 in favor.*

Adjustment Number	Summary	Description	Account Number	Account Name	Account Type	Amended Amount
BA25-0000134	BAMEND - PD ABC Special Allocation	ABC Special Allocation for PD Technology	100-4510-42810	ABC Law Enforcement Revenues	Revenue	\$10,000.00
			100-4510-52115	Technology and Software License	Expense	\$10,000.00

- 5.D. 2025 Audit Contract and Audit Engagement Letter.** This item is consideration of the standard contract to Audit Accounts (LGC-205) as provided by Gould Killian, CPA Group, P.A. The audit contract fee is \$52,400 which includes \$47,900 for the standard audit contract, and \$4,500 for the Single Audit for one account. The Local Government Commission (LGC) must approve the contract prior to the audit work beginning. *Vice Mayor Archie Pertiller made a motion to approve the audit contract and audit engagement letter as presented by Gould Killian, CPA Group, P.A. A vote of 5-0 in favor.*

- 5.E. Monthly Tax Collector Report.** *Vice Mayor Archie Pertiller made a motion to approve the monthly tax collector report as presented. A vote of 5-0 in favor.*

CURRENT YEAR TAX -ADVALOREM TAXES

Billed	\$ 5,324,247.84
Collected	\$ 5,247,597.56
Adjustments and Releases	\$ 4,825.31
Outstanding real and personal property taxes	\$ 81,475.59

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 98.47%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 1,287.21
Adjustments and Releases	\$ -

- 5.F. Call for Public Hearing on Franchise Renewal with Public Service Company (d.b.a. Enbridge/Dominion Energy) for Natural Gas Utilities.** Dominion Energy (Enbridge Gas) has sent over the proposed franchise agreement renewal for natural gas utility operation within the Town. The original franchise agreement was adopted by the Town Council in 1995 for 30 years by Ordinance (O-95-10), expiring July 2025. When this franchise agreement was first adopted in 1995, a public hearing was held before the franchise ordinance was adopted by the Council. Attorney Justus has advised a public hearing to be held if any citizen wishes to speak about the item. This hearing will be held at the next meeting on Monday, June 9th, 2025 at 6:00 p.m. in the Council Chambers. Following the public hearing on June 9th, the Council will then consider adoption of the franchise renewal. *Vice Mayor Archie Pertiller made a motion to call for public hearing on June 9th, 2025 at 6:00 p.m. as presented. A vote of 5-0 in favor.*

6. PUBLIC HEARING

- 6.A. Public Hearing for Voluntary Annexation of Property Owned by Givens Highland Farms.** Assistant Town Manager Jessica Trotman gave an overview of this rezoning request. There are two parcels (99999 Frances Avenue, PIN #0609-56-4489.00000 and 320 Tabernacle Road, PIN #0609-56-1464.00000) that have been purchased by Givens Highland Farms. The parcel identified as 99999 Frances Avenue is three acres, and the parcel identified as 320 Tabernacle Road is 0.5 acres. Givens Highland Farms is seeking voluntary annexation of these parcels to be able to combine the parcels with their existing 75+ acre campus, all of which is inside Town limits. The Planning Board heard this request at their March 24, 2025 meeting and found no reason the property should not be annexed into the Town limits. The Planning Board made a comment requesting that Givens Highland Farms not use the access easement from Tabernacle Road to access the properties.

Town Council Member Alice Berry made a motion to open the public hearing. A vote of 5-0 in favor. The time was 7:52 p.m. No public comments were provided. Vice Mayor Archie Pertiller then made a motion to close the public hearing. A vote of 5-0 in favor. The time was 7:53 p.m.

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

AN ORDINANCE ANNEXING THAT PROPERTY OF GIVENS HIGHLAND FARMS, LLC, ON THAT PLAT RECORDED IN PLAT BOOK 247 AT PAGE 83 INTO THE TOWN OF BLACK MOUNTAIN

Ordinance No. #O-25-06

WHEREAS, Givens Highland Farms, LLC has requested that the Town of Black Mountain annex that property owned by Givens Highland Farms, LLC and described as that

3.512-acre tract of land shown on that plat recorded in Plat Book 247 at Page 83, Buncombe County Registry; and

WHEREAS, Givens Highland Farms, LLC owns all of the property proposed to be annexed and submitted an application in their name and signed by them, so that such application and petition is signed by or on behalf of all the property owners as required by N.C.G.S 160A-31 et seq.; and

WHEREAS, the Town Clerk has investigated the annexation petition and has certified that he found as a fact that the petition was signed by all owners of the property lying within the area to be annexed; and

WHEREAS, Givens Highland Farms, LLC has asserted that there are no vested rights that they wish to retain after annexation; and

WHEREAS, a public hearing was held by the Town Council of the Town of Mountain after proper notice was given to the public and the parties; and

WHEREAS, the Town of Black Mountain will benefit from annexation of the proposed area to be annexed in that its annexation will allow the Town to regulate development and insure a use of such property that is beneficial to the area where it is located and not detrimental to the properties surrounding it.

NOW, THEREFORE, BE IT ORDAINED by the Town Council for the Town of Black Mountain, North Carolina, that the property described in Exhibit A as being all of that 3.512-acre parcel of land shown on that plat record in Plat Book 247 at Page 83, Buncombe County Registry is hereby annexed and made a part of the corporate limits of the Town of Black Mountain, North Carolina.

This ordinance shall become effective on the 12th day of May 2025, if confirmed by the Town Council at its regular meeting in May 2025. In the absence of a majority vote of the Council to confirm this ordinance at that meeting, it shall become void and have no force or effect.

READ, APPROVED AND ADOPTED, by a vote of 5 to 0 on this the 12th day of May 2025.

A complete copy of this ordinance is attached at the end of these minutes as Appendix D.

- 6.B. Public Hearing to Rezone 99999 Frances Avenue and 320 Tabernacle Road from R-1 to OI-6.** Assistant Town Manager Jessica Trotman gave an overview of this rezoning request. There is a 3-acre parcel off Frances Avenue (identified as 99999 Frances Avenue, PIN #0609-56-4489.00000) and a 0.5-acre parcel off Tabernacle Road (identified as 320 Tabernacle Road, PIN #0609-56-1464.00000) that have been purchased by Givens Highland Farms. The parcels are currently zoned R-1 by Buncombe County. Givens Highland Farms is also seeking voluntary annexation of these two parcels and, if approved, would like to have the

properties rezoned to OI-6, which is the zoning designation for the existing 75+ acre campus. The Planning Board heard the request at their March 24, 2025 meeting and recommended the properties be rezoned to OI-6 upon annexation into the Town limits. The motion passed with a vote of 7-0 by the Planning Board. Jessica Trotman stated that any current OI-6 allowances would apply to this property, once rezoned to OI-6.

Council Member Doug Hay made a motion to open the public hearing. A vote of 5-0 in favor. The time was 7:58 p.m. There were no public comments made. Council Member Alice Berry then made a motion to close the public hearing. A vote of 5-0 in favor. The time was 7:59 p.m.

Vice Mayor Archie Pertiller made a motion to rezone the presented properties as presented from R-1 to OI-6. A vote of 5-0 in favor.

**AN ORDINANCE AMENDING THE ZONING MAP FOR PROPERTY LOCATED AT
99999 FRANCES AVENUE AND 320 TABERNACLE ROAD
ZONING ORDINANCE No. #Z-O-25-07**

WHEREAS, the Town of Black Mountain has the authority pursuant to Article 6 of Chapter 160D of the North Carolina General Statutes, to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and may amend said regulations and district classifications from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, a comprehensive amendment to the Town's zoning regulations was adopted on January 11, 2010, (Ordinance No. #O-10-01) and is codified in Appendix A of the Town of Black Mountain Code of Ordinances (herein "Zoning Ordinance"), and map dividing and classifying the property within the Town's zoning jurisdiction were adopted on January 11, 20210, (Ordinance No. #O-10-01) and are on file and maintained in the Offices of the Town of Black Mountain Planning and Development Department (herein "Official Zoning Map"); and

WHEREAS, this proposed amendment is consistent with the Town of Black Mountain Comprehensive Plan and other official plans of the Town of Black Mountain and is determined to be reasonable and in the public interest for the following reasons:

- a. The overall size of the tract of land proposed for the rezoning is reasonable compared to the size of the zoning district in which the subject property is located.
- b. The proposed rezoning is consistent with the comprehensive plan or elements thereof.
- c. The impact to adjacent property owners and surrounding community is reasonable and the benefits of the zoning shall outweigh any potential inconveniences or harm to the community.
- d. The allowed uses within the proposed zoning district are similar or comparable to the permitted uses as currently zoned.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL THAT:

The Official Zoning Map be, and the same is hereby, amended as follows:

The zoning classification of that certain portion of real property described in Exhibit A and identified on the Buncombe County tax maps as PIN 0609-56-4889 and PIN 0609-56-1464, recorded in Deed Book 247, Page 83 and currently owned by Givens Highland Farms, LLC, from R-1 to Office and Institutional (OI-6). A copy of the official zoning map showing said lot is attached hereto as Exhibit “B” and made a part thereof.

This ordinance shall be in full force and effective on the date of adoption.

READ, APPROVED AND ADOPTED, this the 12th day of May 2025.

A complete copy of this ordinance is attached at the end of these minutes as Appendix E.

- 6.C. Public Hearing to Amend Chapter 8, Sections 8.2.2., 8.2.7, 8.2.14, 8.2.15, 8.2.18, and 8.2.29, Phase II Stormwater Ordinance to align the Phase II Stormwater Ordinance with the Town’s requirements from the NC Department of Environmental Quality for the Town’s National Pollutant Discharge Elimination System (NPDES) permit and the Stormwater Management Plan (SWMP).** Assistant Town Manager Jessica Trotman gave an overview of these proposed amendments to the Phase II Stormwater Ordinance, which are post-construction stormwater ordinance changes. Stormwater Technician and Floodplain Administrator Anne Phillip provided context of the proposed amendments. The purpose includes updating & improving post-construction stormwater regulations, addressing resident and developer concerns, improving stormwater outcomes, ensuring NPDES MS4 Phase II compliance and aligning with state/federal guidance.

Vice Mayor Archie Pertiller made a motion to open the public hearing. A vote of 5-0 in favor. The time was 8:30 p.m. With no public comment, Town Council Member Doug Hay made a motion to close the public hearing. A vote of 5-0 in favor. The time was 8:31 p.m.

Council Member Doug Hay made a motion to approve the stormwater ordinance text amendments as presented and finds that these amendments promote the general welfare of the citizens. A vote of 5-0 in favor.

A complete copy of this ordinance is attached at the end of these minutes as Appendix F.

- 7. CITIZEN COMMENTS** – none.
- 8. UNFINISHED BUSINESS** – none.

9. NEW BUSINESS

9.A. Amended Hemphill Grant Project Ordinance and Budget Amendment.

Tammy Heide, Finance Director, gave a report on this Grant Project Ordinance & budget amendment. This agenda item is to consider the amendment of the Hemphill Property Grant Project Ordinance and corresponding budget amendments. The Town of Black Mountain has been awarded \$50,000 of funding from the NC Regional Economic Development Reserve Grant to be used toward feasibility study and site planning for the recently acquired property. \$150,000 in total funding will be needed to complete the defined expenditure contained within the grant contract. The additional \$100,000 fully funds the project and was transferred from general fund available fund balance. The Town received a donation from the Estate of Mary Hemphill to be used towards the Hemphill project. This proposed budget amendment will transfer the appropriated fund balance of \$100,000 back to the General Fund due to sufficient funds being received from the donation to cover the funds needed to complete the defined expenses within the Grant Contract.

Town Council Member Alice Berry made a motion to approve the Grant Project Ordinance & Budget Amendment as presented.. A vote of 5-0 in favor.

TOWN OF BLACK MOUNTAIN HEMPHILL PROPERTY MASTER PLANNING AND FEASIBILITY ASSESSMENT AMENDED GRANT PROJECT *Ordinance No: O-25-09*

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

Section 1. Project Defined

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

Section 2. Project Authorization

The project authorized is Hemphill Property Master Planning and Feasibility Assessment. Property located at PIN 061965722800000, 061934981600000, 061945761900000, 061956501300000, 061956569400000, henceforth referred to as the "Hemphill Property". This project includes, but is not limited to, the community engagement, feasibility study and conceptual site plans, master planning, financial analysis and other assessments as approved by the Council on this newly acquired property.

Section 3. Funding

This project is to be funded in part by the North Carolina Session Law 2023-134 – House Bill 259 referenced as follows: Grant 12391 master planning and feasibility studies of newly acquired property. Remaining funding will be transferred in from the Town’s general fund balance. The Town has also received a donation from the Estate of Mary Hemphill to be used for the Hemphill Capital Project. Initially the Town transferred 100,000 from the general fund to assist with initial design work for the Hemphill Project, upon receiving the donation the 100,000 will be returned to the general fund.

Section 4. Directives

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

Section 5. Revenues

The following anticipated Revenues are hereby adopted:

<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
General Fund Transfer In	100,000.00	(100,000.00)	0.00
Regional Economic Development Reserve Grant	50,000.00		50,000.00
The Estate of Mary Hemphill Donation	164,160.00	0.00	164,160.00
Total Funds	\$314,160.00	-\$100,000.00	\$214,160.00

Section 6. Expenditures

<u>Budgeted Expenses</u>	<u>Prior Anticipated</u>	<u>Change</u>	<u>Amended Expense</u>
Professional Services - Studies and Consultations	\$314,160.00	-\$100,000.00	\$214,160.00
Total Expenses	\$314,160.00	-\$100,000.00	\$214,160.00

The following anticipated appropriations are hereby adopted:

Section 7. Records and Reporting

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

Section 8. Official Copies

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

Section 9. Project Expiration

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

Duly adopted this 12th day of May 2025.

- 9.B. Amended Hurricane Helene Grant Project Ordinance and Budget Amendment.** This agenda item is to consider the approval of Hurricane Helene Grant Project budget amendments and the Amended Grant Project Ordinance. The Town of Black Mountain is included in FEMA-4827-DR, North Carolina Disaster Declaration. Initial funding for this Grant project came from the Town's General Fund Balance. This amendment recognizes the transfer from the General Fund in the amount of \$40,000 for Dog Park Repairs and reallocation of prior authorized expense line funding.

Council Member Ryan Stone made a motion to approve the following grant project ordinance and budget amendment as presented. A vote of 5-0 in favor.

**TOWN OF BLACK MOUNTAIN HURRICANE HELENE
AMENDED GRANT PROJECT ORDINANCE
*Ordinance No: O-25-10***

BE IT ORDAINED by the Town Board of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; 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 the remaining unreimbursed amounts from FEMA. Funding may be advanced from other Town of Black Mountain Funds 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.

Town of Black Mountain Operating Fund Transfers:

- Initial Funding for this project will need to be provided by a budget amendment from the General Fund-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.
- Board Approved within March 2025 meeting a budget amendment to transfer \$300,000 for the Hilltop Road Repairs \$100,0000 from the Powell Bill Fund and \$200,000 from the General Fund Street Department.
- Requested Funding transfer from the General Fund to make needed repairs to the Dog Park in the amount of \$40,000 May 2025 meeting.

NCLM is the Town's insurance carrier. The Town has received insurance proceeds totaling \$2,255,184.47 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 buildings.
- Total Vehicle and Equipment Insurance Claims paid to date from NCLM equal \$755,184.47.

Donations

- The Town has received a donation in the amount of \$67,000 from Black Mountain Presbyterian Church to assist in the repairs at Veteran's Park

FEMA Funding Received to Date:

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

State Funding Has Been Awarded for the Following Items:

- 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.
- NC Department of State Treasurer has awarded a loan in the amount of \$705,703.37 to aid with Cashflow due to Hurricane Helene

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

<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
Transfer In From General Fund	2,321,000.00	40,000.00	2,361,000.00
Transfer In From Powell Bill Fund	100,000.00	0.00	100,000.00
Grant Revenue Federal - FEMA Emergency Expenditures	860,666.18	0.00	860,666.18
NCDEQ - Infrastructure Loan	3,000,000.00	0.00	3,000,000.00
NCDEQ - Infrastructure Tech Assist Grant	200,000.00	0.00	200,000.00
NCDST - Cashflow Loan	705,703.37	0.00	705,703.37
Contributions/Donations	67,000.00	0.00	67,000.00
Insurance Proceeds	2,255,184.47	0.00	2,255,184.47
Total Funds	\$9,509,554.02	\$40,000.00	\$9,549,554.02

Section 6. Expenditures. The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenses</u>	<u>Prior Anticipated</u>	<u>Change</u>	<u>Amended Expense</u>
Salaries and Benefits	\$501,500.00	\$0.00	\$501,500.00
Protective Clothing	\$10,909.80	\$0.00	\$10,909.80
Professional Services - Engineering and Design	\$204,000.00	\$0.00	\$204,000.00
Professional and Technical Service	\$50,100.00	\$0.00	\$50,100.00
Contract Services	\$2,405,793.66	\$0.00	\$2,405,793.66
Technology and Software License	\$1,000.00	\$0.00	\$1,000.00
R&M Buildings	\$16,261.58	\$0.00	\$16,261.58
R&M Grounds/Parks/Greenways	\$3,500.00	\$0.00	\$3,500.00
R&M Equipment	\$21,614.43	\$0.00	\$21,614.43
R&M Vehicle	\$2,375.96	\$0.00	\$2,375.96
R&M Streets/Sidewalks/Curb	\$26,989.76	\$0.00	\$26,989.76
R&M Utility System	\$142,500.00	\$455,000.00	\$597,500.00
Office Supplies	\$2,086.54	\$0.00	\$2,086.54
Medical Supplies	\$710.49	\$0.00	\$710.49
Non-Capital Equipment and Furniture	\$56,934.34	\$0.00	\$56,934.34
Lease Rental -Equipment	\$144,150.00	\$0.00	\$144,150.00
Emergency Preparedness	\$1,037.13	\$0.00	\$1,037.13
Miscellaneous Expense	\$34,010.03	\$0.00	\$34,010.03
Capital Outlay - Land Improvements	\$188,000.00	\$40,000.00	\$228,000.00
Capital Outlay - Vehicles	\$2,251,080.30	\$0.00	\$2,251,080.30
Capital Outlay - Furnishings & Non-Motorized Equip	\$95,000.00	\$0.00	\$95,000.00
Capital Street/Bridge/Sidewalk	\$350,000.00	\$0.00	\$350,000.00
Capital Outlay - Dist Lines and Connections	\$2,500,000.00	-\$455,000.00	\$2,045,000.00
Capital Outlay - Plants, Pump Stations, Sub Stations	\$500,000.00	\$0.00	\$500,000.00
Total Expenses	\$9,509,554.02	\$40,000.00	\$9,549,554.02

Section 7. Records and Reporting

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

Section 8. Official Copies

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

Section 9. Project Expiration

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

Duly adopted this 12th day of May 2025.

- 9.C. Consideration of a Fire Department Cost Recovery Program.** This item was tabled until June. No action taken.

- 10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER.** It was announced that a special called meeting would be held for the Town Manager's FY26 Budget Presentation and for a discussion on the golf course on Thursday, May 15th, 2025 at 8:30 a.m. at Town Hall.

- 11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL**

- 12. CLOSED SESSION – none.**

- 13. ADJOURNMENT.** Mayor Sobol adjourned the meeting at 8:40 p.m.

Attached: Appendices A-F



BLACK MOUNTAIN TOWN COUNCIL MINUTES

May 15, 2025 | Special Called Meeting: FY26 Budget Presentation + Golf Course Discussion | Time: 8:30 A.M.

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

The Black Mountain Town Council held a special called meeting on Thursday, May 15, 2025, at 8:30 a.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711. The purpose of this special meeting was for the FY26 Town Recommended Budget Presentation by the Town Manager and a Golf Course Discussion.

Mayor C. Michael Sobol called the meeting to order at 8:31 a.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone.

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Tammy Heide, Finance Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Josh Henderson, Recreation & Parks Director; Shannon Hensley, Human Resources Specialist.

FY26 Town Recommended Budget Presentation

Town Manager Josh Harrold presented his recommended Town Budget for Fiscal Year 2025-26 to the Town Council. Noteworthy items from his budget presentation included the following:

- \$19,569,250 for all Town operations, capital improvements and debt service.
- Budget represents a 11.2% decrease from the FY24-25 adopted budget, attributed to impacts of Hurricane Helene.
- Town tax rate will remain at .3210 cents per \$100 of valuation. No proposed increase.
- Increased to water rates (approximately 15%) for in-town and out-of-town customers beginning July 1, 2025, due to an increase of 33% in wholesale rates from the City of Asheville.
- No increase in stormwater fees from the current year.
- Waste reduction fee will be \$8 per month per customer beginning July 1, 2025, a \$3 increase.
- Cost-of-living increase of 3% for permanent employees.
- 4 new full-time positions and 1 new part-time position.

A copy of the recommended budget will be available for public inspection at Town Hall beginning today, until the public hearing is held on the recommended budget. The recommended budget will also be posted to the Town's website for review. ****Copies of the budget documents are attached as Appendix A at the end of these minutes.***

Vice Mayor Archie Pertiller made a motion to call for a public hearing on the FY26 recommended budget for Monday, June 9th, 2025 at 6:00 p.m. for anyone wishing to speak on the budget. A vote of 5-0 in favor.

Golf Course Discussion

Town Manager Josh Harrold, accompanied by Golf Course Operations Manager Brent Miller, and Golf Course Superintendent Jerry Brigman, gave a presentation on the Black Mountain Golf Course and the process to get the course re-opened following Hurricane Helene. The presentation included the following topics; review of property and equipment damages, summary of the repairs made to date, explaining the remaining needs of the course, and review of financial and regulatory conditions, including insurance. It was noted that a closure of the golf course had never been discussed or considered. Further, the course and its operations suffered \$2 million in damages from Helene. Also, the Town Manager stated more funding has been spent to maintain the golf course and prioritize its reopening than any other recovery effort other than critical infrastructure. A review of the proposal presented by Mayor Sobol was then discussed, as well as financial and regulatory constraints. Information was shared from the UNC School of Government stating that while using Water Fund Balance to support projects unrelated to utility service, which is allowed but carries consequences, this type of use would disqualify the town from receiving future state water or sewer grants or loans.

The reopening strategy of the golf course was then discussed. Golf Course staff have previously presented an operational strategy to reopen the golf course based on the existing financial constraints. The strategy working to open the back 9 holes by the beginning of June 2025, and working to install a driving range on the front 9 holes to bring in more revenue this budget year.

Town Manager Josh Harrold stated the town had just received information from Beard Equipment Co. about leasing John Deere mowers in order to operate and maintain the course. The lease would provide the Town with four new mowers. The cost of the lease is approximately \$7,400 per month, totaling \$88,800 annually. It was also stated that the previous equipment lease will be paid off by the Town's insurance company under the inland marine policy.

After some additional discussion, Council Member Doug Hay made a motion to move forward with the lease agreement with Beard Equipment Co. as presented. A vote of 5-0 in favor.

****Copies of the golf course presentation slides and new lease agreement with Beard Equipment Co. are attached as Appendix B and C at the end of these minutes.***

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 9:50 a.m.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Laurel Mabery, Accountant **MEETING DATE:** June 9, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Monthly Tax Collector Report

SUGGESTED MOTION(S):

To approve the April 2025 tax report as presented.

SUMMARY:

The April 2025 tax report is attached.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Monthly Council Report



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, June 9, 2025

SUBJECT: April 2025 Tax Collector Report

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

CURRENT YEAR TAX -ADVALOREM TAXES

Billed	\$ 5,324,247.84
Collected	\$ 5,280,569.02
Adjustments and Releases	\$ 4,755.36
Outstanding real and personal property taxes	\$ 48,434.18

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 99.09%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 134.44
Adjustments and Releases	\$ -

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

Ad Valorem	\$ 74.95
Motor Vehicle	\$ 241.89



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, Recreation & Parks Director **MEETING DATE:** June 9, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Resolution to Recognize Grant Funds for Carver School Drainage Mitigation

SUGGESTED MOTION(S):

Motion to approve a resolution recognizing funds for the Carver School Drainage Mitigation as presented.

SUMMARY:

The building flooded from water runoff from Fortune Ave/North Blue Ridge Road which is above the building. The existing drainage system was overwhelmed by the amount of water, and water came into the building under the doors, resulting in 6,000 square feet of flooring being damaged.

The hope is that this type of rain never happens again. However, the reason for pursuing this funding for drainage mitigation is to make sure that if heavy rains occur again, the building will not flood.

Attached is the estimate from InDemand landscaping for a complete overhaul of the drainage system that handles the water run off from the Fortune Ave down toward the Carver Building. This included a drainage solution outside the gym emergency exit doors that have continued to take on small amounts of water during normal heavy rains. The total cost of this estimated project is \$25,950. See attachment.

The grantors have awarded us money for this project. They will award 50% of the cost up front and 50% of the cost after the completion of the work. We are seeking permission from the Town Council to proceed with this project in order to protect their investment in the Carver Center in the wake of Helene damages, and to protect Black Mountain Montessori's investment in all the furniture and materials that had to be replaced due to flood damage.

BUDGET IMPACT:

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

If no, describe how it will be funded. Grant Funds.

ATTACHMENTS:

1. Resolution to Accept Grant Funding from Buncombe Co Partnership for Children_Carver
Ctr Drainage Mitigation_2025.06.09
2. Initial Award Letter on Letterhead
3. InDemand estimate Carver mitigation 2025

Council Member _____ made a motion to approve the following resolution. A vote of ____ in favor.

RESOLUTION TO ACCEPT GRANT FUNDS FROM ‘SMART START HELENE RECOVERY GRANT’ FOR CARVER CENTER DRAINAGE MITIGATION

Resolution # R-25-xx

WHEREAS, the Carver Center experienced flooding from Hurricane Helene due to the existing drainage system being overwhelmed by the amount of rainfall; and

WHEREAS, due to this flooding, water entered the Carver Center and damaged 6,000 square feet of flooring; and

WHEREAS, a complete overhaul of the drainage system that handles the water runoff from the Fortune Ave. down toward the Carver Building would mitigate future heavy rain drainage and hopefully prevent future flooding to the building. The total cost of this estimated project is \$25,950; and

WHEREAS, a Smart Start Helene Recovery Grant through the NC Partnership for Children was applied for by the Black Mountain Montessori School, who is housed at the Carver Center, and a grant has been awarded for these needed repairs; and includes the following guidelines:

1. Helene-related expenses already incurred and properly documented will be paid at 100%.
2. For work or purchases estimated at more than \$5,000 that have yet to be done, these funds will front 50% of the written quote so you can get work started.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain permits moving forward with this awarded grant and the mitigation project as proposed in order to protect the Montessori School’s investment in the Carver Center, and to protect Black Mountain Montessori's investment in all the furniture and materials that had to be replaced due to flood damage.

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

This the 9th day of June 2025.

ATTEST:

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



2024-2025 Officers

Carmen Ybarra, Chair
Just Economics

Erin Leonard, Vice Chair
Asheville Area Chamber of Commerce

Dr. April Wright, Treasurer
Blue Ridge Community College

2024-2025 Directors

Mary Arnold
Community Action Opportunities

Mary Lynn Barrett
Everyday Resilience Services

Scott Burgess
Local First Bank

Brandon Becker
DMJPS PLLC

Karen Miller Cowan
Brandi Nichole Family Enrichment Center

Dr. Joseph Fox
Fox Management Consulting Enterprises, LLC

Rev. Spencer Ellis Hardaway
Rock Hill Missionary Baptist Church

Erin Leonard
Asheville Area Chamber of Commerce

Anne Marie Lester
Children's Developmental Services Agency of WNC

Christine Malloy
Mountain Child Advocacy Center

Karen Miller Cowan
Brandi Nichole Family Enrichment Center

Susan Peele
Community Volunteer

William Scarborough
American Hebrew Academy

Rachel Shelton
Children First/Communities in Schools

Andrea Storck
Storck CPA, P.C.

Jewel Tavener
Community Volunteer

April Wright
Blue Ridge Community College

Executive Director
Amy Barry

Friday, May 16, 2025

Dear Smart Start Helene Recovery Grant Applicant,

Congratulations! This email confirms that your grant application has been approved for funding.

BPFC had planned to include the approved amount in this notification, BUT just this week we received more detailed instructions from the North Carolina Partnership for Children about the grant agreement process and kinds of documentation we must have on file for specific kinds of requests, etc. Because this new information requires another close review of each application, ***we will be working with applicants over the next two weeks to finalize documentation and develop a grant agreement specific to their request.*** A few important things to note about this funding:

1. Helene-related expenses already incurred and properly documented will be paid at 100%.
2. For work or purchases estimated at more than \$5,000 that have yet to be done, these funds will front 50% of the written quote so you can get work started. (For documentation, please provide the quote from the vendor you are using along with an invoice for an initial installment). As the job is drawing to a close, you can submit the final invoice for payment.
3. For work or purchases under \$5,000 that have yet to be done, you will receive 100% of the provided estimate up front. However, if submitted receipts show that the actual cost was less than the grant funds awarded, *you will be required to pay back any unused funds.*
4. Helene-related, properly documented loss of revenue will be paid at 100% (in combination with previously awarded Dogwood Health Trust funds, in the case of most licensed child care programs).
5. Several applicants requested reimbursement for regular staff salaries/payroll paid out when programs were closed after Helene. However, because this grant (plus previous Dogwood Health Trust funds, in some cases) covers 100% of documented lost revenue, it cannot additionally cover regular/pre-Helene payroll.



Supporting Children's First 2,000 Days



2024-2025 Officers

Carmen Ybarra, Chair
Just Economics

Erin Leonard, Vice Chair
Asheville Area Chamber of Commerce

Dr. April Wright, Treasurer
Blue Ridge Community College

2024-2025 Directors

Mary Arnold
Community Action Opportunities

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Everyday Resilience Services

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Karen Miller Cowan
Brandi Nichole Family Enrichment Center

Dr. Joseph Fox
Fox Management Consulting Enterprises, LLC

Rev. Spencer Ellis Hardaway
Rock Hill Missionary Baptist Church

Erin Leonard
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Anne Marie Lester
Children's Developmental Services Agency of WNC

Christine Malloy
Mountain Child Advocacy Center

Karen Miller Cowan
Brandi Nichole Family Enrichment Center

Susan Peele
Community Volunteer

William Scarborough
American Hebrew Academy

Rachel Shelton
Children First/Communities in Schools

Andrea Storck
Storck CPA, P.C.

Jewel Tavener
Community Volunteer

April Wright
Blue Ridge Community College

Executive Director

Amy Barry

6. This round of funding can only reimburse expenses related to materials and services for trauma/mental health supports that were incurred before the grant application was submitted.

Deanna LaMotte will be in touch soon to address any remaining documentation needs and finalize the grant agreement with you. If you have urgent questions, you can reach out to her at deanna@buncombepfc.org or 828-407-2052. Thank you for your patience.

With appreciation,
Amy Barry

Amy Barry

Executive Director
Buncombe Partnership for Children



Supporting Children's First 2,000 Days

ESTIMATE

Bortz Landscaping Services, LLC
dba InDemand Landscape
Systems
PO Box 1517
Black Mountain, NC 28711

info@indemandlandscaping.com
+1 (828) 669-5478
www.indemandlandscaping.com



Bill to

Black Mountain Montessori School
101 Carver Ave
Black Mountain, NC 28711

Estimate details

Estimate no.: 1213
Estimate date: 04/03/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		LABOR	Labor by hour to create drainage around school to mitigate the flooding due to damage from Hurricane Helene. Locate, deliver and install approximately 330 feet of 10" ABS double wall pipe to create drainage. Locate, deliver and install approximately 125 feet of 4" smooth wall SDR 35 smooth wall pipe. Locate, deliver and install approximately 5 tons of pea gravel to bed pipe. Excavate soil for pipe installation. Connect downspouts to main pipe. Backfill, compact material. Seed and straw new drainage area. Cleanup at completion.	1	\$6,500.00	\$6,500.00
2.		MATERIALS	Application of Materials: 10" ABS double wall pipe (approx 330 feet)	1	\$9,460.00	\$9,460.00
3.		MATERIALS	Application of Materials: 4" smooth wall SDR 35 smooth wall pipe (approx 125 feet)	1	\$2,250.00	\$2,250.00
4.		Pea Gravel	Application of Pea Gravel (price per ton) (approx 5 tons)	1	\$475.00	\$475.00
5.		Mini-Ex	Equipment usage Mini Excavator	1	\$6,500.00	\$6,500.00
6.		Landscapers Choice Grass Seed	Landscapers choice grass seed	1	\$540.00	\$540.00

7.	WHEAT STRAW	Application of Wheat straw used on bare lawns after seeding.	1	\$225.00	\$225.00
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Total	\$25,950.00
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Note to customer

Thank you for the opportunity to present this proposal.

Accepted date	Accepted by
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TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, Recreation & Parks Director **MEETING DATE:** June 9, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Memorial Bench Donation - Carver Playground

SUGGESTED MOTION(S):

Accept the donation as presented.

SUMMARY:

The New Mercies After-School and Mentorship Program took place at the Carver Center from 2005-2019. It was founded and led by Bishop Angela Young and her husband, Lee R Young. To honor the work and memory of the late Mr. Lee R Young, the family has donated a bench with a small plaque to be placed at the Carver Center Playground. One of Mr. Young's main duties was to see children off the bus and take them to the playground. The total cost of the donated bench and plaque is \$698.00.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Resolution to Accept Donation of Bench and Plaque for Carver Center Playground_2025.06.09

Council Member _____ made a motion to approve the following resolution. A vote of ____ in favor.

**RESOLUTION TO ACCEPT DONATION OF BENCH FOR CARVER CENTER
PLAYGROUND**

Resolution # R-25-XX

WHEREAS, The New Mercies After-School and Mentorship Program took place at the Carver Center from 2005-2019, founded and led by Bishop Angela Young and her husband, Lee R. Young; and

WHEREAS, to honor the work and memory of the late Mr. Lee R. Young, their family has donated a bench with a small plaque to be placed at the Carver Center Playground. One of Mr. Young's main duties was to see children off the bus and take them to the playground; and

WHEREAS, the total value of the donated bench and plaque is \$698.00.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain formally accepts this generous donation by Mr. Young's family, with appreciation for his dedication and work with the New Mercies After-school and Mentorship Program.

This the 9th day of June 2025.

ATTEST:

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, Recreation & Parks Director **MEETING DATE:** June 9, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Acceptance of Dr. John Wilson Community Garden Barn Roofing Donation

SUGGESTED MOTION(S):

Approve resolution acknowledging and accepting the donation for roofing materials to repair the barn roof at the Community Garden.

SUMMARY:

The barn at the Community Garden has needed roofing panels replaced and additional wind bracing support for several years now, since before Hurricane Helene. Helene did not contribute to the damage to the roof. The materials are being 100% donated to the community garden by Best Buy Metals Asheville, along with installation labor by one of their subcontractors.

The roof repair will keep the inside of the barn much drier (the current one leaks in several places), which will benefit the community gardeners, interns, volunteers, educational program participants, staff, etc. by providing a much more effective structure should a rain and/or wind event occur in the Community Garden while people are there. A new roof that drains properly will also better ensure the building's structural integrity, as moisture that penetrates the roof can begin the rotting process of the beams, walls, foundation, etc. of the structure. Also, several panels of the current metal roof are partially unmoored, and worst case scenario, could fly off and injure someone during a high-wind event. The new roof will also ensure sensitive supplies such as organic fertilizer, seeds, electronic tools, etc., will not be spoiled by becoming moist. Finally, by having a moisture-free environment inside the barn, it can better prevent the presence of harmful mold, which is especially important in terms of food safety, as the plan is to install a produce-washing station inside the barn within the next year or so.

BUDGET IMPACT:

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

If no, describe how it will be funded. Donation of materials & labor

ATTACHMENTS:

1. Resolution to Accept Donation of Roofing Repairs from Best Buy Metals Asheville for Community Garden Barn
2. Community Garden Roof Repair Donation Summary
3. Best Buy Metals Asheville - Estimate for Barn Roof Materials

Council Member _____ made a motion to approve the following resolution. A vote of ____ in favor.

**RESOLUTION TO ACCEPT DONATION FOR ROOFING MATERIALS AND REPAIR
FOR BARN AT DR. JOHN WILSON COMMUNITY GARDEN**

Resolution # R-25-25

WHEREAS, the barn at the Dr. John Wilson Community Garden has needed roofing repairs and wind bracing support for several years now; and

WHEREAS, these roof repairs will better ensure the building's structural integrity and drainage, preservation of stored supplies by eliminating moisture, preventing mold growth, and overall safety; and

WHEREAS, the company Best Buy Metals Asheville is willing to donate the roofing materials for these repairs at 100%, at a cost of \$1,087.38, as well a donation of the installation labor costs by their subcontractors.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain accepts this donation for the barn materials and repairs at the Community Garden by Best Buy Metals Asheville and expresses their sincere appreciation for this donation.

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

This the 9th day of June 2025.

ATTEST:

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk

FOR THE TOWN COUNCIL AGENDA

Authored on June 3, 2025 by Leonora Stefanile

Subject: Description of Donation for Roofing Materials for Barn At the Dr. John Wilson Community Garden

Dear Members of the Town Council,

The barn at the Community Garden has needed roofing panels replaced and additional wind bracing support for several years now, since before Hurricane Helene. Helene, as far as I know, did not contribute to the damage to the roof significantly. The materials are being 100% donated to the community garden by Best Buy Metals Asheville, along with installation labor by one of their sub-contractors.

The roof repair will keep the inside of the barn much drier (the current one leaks in several places), which will benefit the community gardeners, interns, volunteers, educational program participants, staff, etc. by providing a much more effective structure should a rain and/or wind event occur in the Community Garden while people are there. A new roof that drains properly will also better ensure the building's structural integrity, as moisture that penetrates the roof can begin the rotting process of the beams, walls, foundation, etc. of the structure. Also, several panels of the current metal roof are partially unmoored, and worst case scenario, could fly off and injure someone during a high-wind event. The new roof will also ensure our sensitive supplies such as organic fertilizer, seeds, electronic tools, etc., will not be spoiled by becoming moist. Finally, by having a moisture-free environment inside the barn, we can better prevent the presence of harmful mold, which is especially important in terms of food safety, as we are hoping to install a produce-washing station inside the barn within the next year or so.

Thank you for your consideration!

Sincerely,

Leonora Stefanile

Manager, Dr. John Wilson Community Garden



Best Buy Metals Asheville
 300 Sardis Road, Asheville, NC 28806
 828-667-8555 | Fax: 828-667-8005
bestbuymetalroof.com/asheville

Quote
 EST-1047984
 5/27/2025

Bill to	Ship to	Via
Town Of Black Mountain 304 Black Mtn Ave Black Mountain, NC 28711 Phone 828-216-1274		Ship From ASHEVILLE Ship Via Delivery Ship Date 5/27/2025

Salesperson	Contact	Customer Number	Customer PO	Terms
Jeremy		TOWBLA001	DR.JOHN WILSON GARDEN	Prepay

Item	Qty	U/M	Length	Description	Sales Price	Total
019BR	22		14' 3"	29ga Tuff-Rib 50yr_Residential (BRIGHT RED)	\$2.73	\$856.98
Subtotal for PANELS					Weight: 596	\$856.98
01RC9BR10	4		10'	Ridge Cap 10'0" 29ga (BRIGHT RED)	\$19.75	\$79.01
Subtotal for TRIM					Weight: 27	\$79.01
HSC15BR	3			#10X1.5" Wood Screws (250 Bag)- Bright Red	\$25.49	\$76.47
EXPDEL	1		1	Standard Delivery Vehicle We Take Every Precaution To Deliver Your Material In Prime Condition. Any Damage Should Be Noted With The Driver At The Time Of Delivery. We Cannot Be Responsible For Damage from Storage Or Handling, Or Missing Items	\$3.78	\$3.78
Subtotal for ACCESSORIES					Weight: 0	\$80.25

Please review this material list thoroughly. Best Buy Metals cannot be held responsible for incomplete or inaccurate orders. Best Buy Metals agrees to provide all products in the listed quantities summarized on this list. All transactions are final and cannot be edited, updated, or canceled once the order has been finalized. Partial or full payment of the order represents an agreement to receive the full order by the listed ship or pick-up date. Failure to pick up material by the requested ship or pick-up date will result in a \$50.00 per week storage fee.

Please Check this material list carefully. We agree to furnish the quantities and materials listed above. This does NOT guarantee that the materials listed are adequate to complete a given project!

This Quote is only valid until 6/11/2025

	Subtotal:	\$1,016.24
Weight: 623	Freight:	\$0.00
	Other:	\$0.00
7.00 %	Sales Tax:	\$71.14
	Total:	\$1,087.38
	Amount Paid:	\$0.00
	Amount Due:	\$1,087.38



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** June 9, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Community Foundation of Western NC (CFWNC) Grant and Creation of Special Revenue Grant Fund Project for Community Garden

SUGGESTED MOTION(S):

Accept Grant funding from CFWNC. Approve ordinance creating a Special Revenue Grant and Budget Amendment recognizing funding and expenditures.

SUMMARY:

This agenda item is to consider the creation of a new Special Revenue Grant Ordinance and budget amendment for the Community Garden Restoration. The Community Foundation of WNC approved a grant award directive in the amount of \$50,000 with no Town Match, to the Town of Black Mountain. These funds were made available through the Emergency and Disaster Response Fund Grant program from the Foundation. These funds are intended to support projects that restore and strengthen the Dr. John Wilson Community Garden Post-Helene efforts. The Town of Black Mountain will use funding to establish a well for the Town Community Garden.

BUDGET IMPACT:

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

If no, describe how it will be funded. Grant Funds

ATTACHMENTS:

1. Community Garden Special Revenue



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 09, 2025

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Finance

TITLE OF ITEM: Community Garden Special Revenue Fund

SUGGESTED MOTION(S):

MOTION TO: Approve the Parks and Rec Community Garden Grant Special Revenue Ordinance and Budget Amendment as presented and recommended.

SUMMARY:

The Town of Black Mountain periodically establishes special revenue grant ordinances for endeavors that involve funding in whole or in part by revenues received from the non-governmental, Local, 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 special revenue grant 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 creation of a new Special Revenue Grant Ordinance and budget amendment for the Community Garden Restoration. The WNC Community Foundation approved a grant award directive in the amount of \$50,000 with no Town Match, to the Town of Black Mountain. These funds were made available through the Emergency and Disaster Response Fund Grant program from the Foundation.

These funds are intended to support projects that restore and strengthen the Dr. John Wilson Community Garden Post-Helene efforts. The Town of Black Mountain will use funding to establish a well for the Town Community Garden.

RECOMMENDATION:

The Finance Department requests to accept and appropriate \$50,000 of revenue from the awarded Grant. Staff recommend approving the special revenue grant ordinance and budget amendment as presented and recommended.

BUDGET IMPACT: Yes

Increase of budgeted Revenues and Expenditures within the Special Revenue Grant Fund of \$50,000.

ATTACHMENTS:

- i. Special Revenue Grant Ordinance
- ii. Budget Amendment
- iii. Grant Contract Award Letter



**Town of Black Mountain
The Community Foundation
Emergency and Disaster Response Fund Grant
Special Revenue Grant Fund Ordinance**

WHEREAS, the Community Foundation of Western North Carolina, has awarded a grant in the amount of \$50,000 to the Town of Black Mountain Parks and Rec Department through the Emergency and Disaster Response Fund Grant – Local Agency; and

WHEREAS, grant funds will be used to help support the Town in the restoring and strengthening of the Dr. John Wilson Community Garden due to impacts of Helene. This will be funding with local grant proceeds requiring no local match.

Section 1. Authorizing the Acceptance of the Community Foundation Emergency and Disaster Response Grant Funds.

Section 2: The officers of this unit are hereby directed to proceed with the special revenue project within the terms of the grant documents, and the budget contained herein.

Section 3. The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
<u>Revenue Type</u>	<u>Anticipated Revenues</u>
CFWNC Grant	\$50,000.00
Total Funds	\$50,000.00

Section 4. The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
<u>Expense Type</u>	<u>Anticipated Expenditures</u>
Capital Outlay - Land Improvements	\$50,000.00
Total Expenditures	\$50,000.00

Section 5. The Finance Director is hereby directed to maintain within the Special Revenue Grant Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Ordinance: O-25-14
Board Meeting: June 9, 2025



Section 6. Copies of this Special Revenue Grant Ordinance shall be furnished to the Town Clerk, the Town Manager and the Finance Director for the direction in carrying out this project.

Section 7. Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year.

Duly adopted by the Town Council of Black Mountain on this the 9th day of June, 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



TOWN OF BLACK MOUNTAIN BUDGET AMENDMENT REPORT

BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Adjustment Number	Summary	Description	Account Number	Account Name	Account	Type	Amended Amount
BA25-0000173	Community Garden Grant	Acceptance of CFWNC Grant for the Community Gard	260-8807-43400	Grant Revenues- Nongovernmental	Revenue		\$50,000.00
			260-8807-57210	Capital Outlay - Land Improvements	Expense		\$50,000.00



May 28, 2025

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

Board of Directors

Joanne Badr
Chair

Francisco Castelblanco
Vice-Chair & Secretary

Heather P. Norton
Treasurer

Natalie N. Bailey
Carla Barnard
Milton Butterworth
Ellen O. Carr
Yolanda Fair
Michael Fields
Constance M. Haire
Himanshu Karvir
Matthew T. Lee
Harris M. Livingstain
Jean McLaughlin
Scott Peterson
J. Chris Smith
Sharon Fouts Taylor
Carter B. Webb
Juanita Wilson
Lynn M. Wilson

Elizabeth Brazas
President

Dear Mr. Josh Harrold:

The Community Foundation of Western North Carolina (the “Foundation”) is pleased to announce an Emergency and Disaster Response Fund Grant of **\$50,000.00** to Town of Black Mountain (“Grantee”) for the project entitled “Recreation and Parks: Restoring and Strengthening the Dr. John Wilson Community Garden Post-Helene” to be used during the period beginning on the date of this letter and ending on the date specified in the online grant system.

This grant is made subject to Grantee’s acceptance of certain conditions, which are outlined below. **By accepting the payment, Grantee is agreeing to the terms of the grant.**

Conditions of the grant are as follows:

- 1)** Grantee shall use this grant solely for the purpose described in the grant request. The funded project is subject to modification only with the Foundation’s prior written approval. Grantee shall return to the Foundation any portion of the grant not used for the purpose for which it was approved.
- 2)** Grantee agrees to participate in our grants monitoring process, which includes the completion of one or more online written reports. You will find the Foundation’s grant reporting date(s) and form(s) in our online grant system.
- 3)** Grantee agrees to maintain, and make available to the Foundation upon request, records of the expenditure of the grant and of Grantee’s operations.
- 4)** The Foundation reports grants to the public through its annual report and periodic listings of grants in various media. The Foundation strongly encourages Grantee organizations to make public announcements acknowledging the Foundation as grantor. See instructions for “Communicating Your Grant” on our website at <https://cfwnc.org/grantseekers/communicating-your-grant>. Please send a copy of any announcements and public references to the Foundation for our records.
- 5)** The Foundation retains the right to revoke funding if the Foundation determines that Grantee has not performed in accordance with this agreement or if Grantee loses its tax-exempt status.



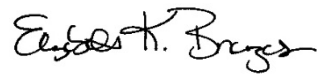
6) In accepting this grant, Grantee agrees to indemnify, defend, and hold harmless the Foundation from any liability, loss, cost, injury, damage, or other expense, including, without limitation, attorney and other professional fees, that may be incurred by the Foundation as a result of the Foundation's funding of the project or any action or non-action taken in connection with the project.

7) Grantee shall comply with the special conditions, if any, previously discussed with the Foundation and documented in the Foundation's online grant system.

8) If Grantee receives government funds that cover some or all the costs of the funded project, the Foundation reserves the right to request the return of that portion of the grant covered by the government funding.

The Community Foundation of Western North Carolina thanks you for your effort to assist our region's people and communities through this grant.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth K. Brazas". The signature is fluid and cursive, with the first name "Elizabeth" and last name "Brazas" clearly legible.

Elizabeth K. Brazas
President



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 09, 2025

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Finance

TITLE OF ITEM: Tomahawk Dam Capital Project Amended Ordinance

SUGGESTED MOTION(S):

Staff move that Council approve the Tomahawk Dam Capital Project Amended Ordinance as presented.

SUMMARY:

Lake Tomahawk Dam is an earthen dam in Black Mountain, North Carolina located along the southern edge of Lake Tomahawk and is classified as a High Hazard Dam. Minor seepage is now occurring following the removal of trees on the embankment in 2014. The Town intends to repair the Dam as approved by North Carolina Dam Safety through repairs consisting of erosion and sediment control, toe drain and blanket drain construction, articulating concrete block overtopping protection, and earthworks construction to protect area citizens and to prevent future disasters. The amended ordinance is authorizing Capital Project Tomahawk Dam Amended Revenue and Expenses.

BUDGET IMPACT: Increase in budgeted funds and Expenditures of \$424.67

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

If no, describe how it will be funded. Appropriated Fund Balance

ATTACHMENTS:

- i. Amended Ordinance
- ii. Budget Amendment



Town of Black Mountain Tomahawk Dam Repairs Capital Project Fund Ordinance Amendment

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

Section 1. Authorizing Capital Project Tomahawk Dam Repairs Capital Project Fund Amendment. Additional funding required for final review fees from NC Dam Safety.

Section 2: The Town of Black Mountain defines a "Capital project" as a project financed in whole or in part by the proceeds of bonds, notes or debt instruments or a project involving the construction or acquisition of a capital asset with expenditures that span across multiple fiscal years.

Section 3: The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant documents, and the budget contained herein.

Section 4. The following anticipated Revenues are hereby adopted:

Budgeted Revenues			
<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
General Fund Transfer In	\$751,886.65	\$424.67	\$752,311.32
Total Funds	\$751,886.65	\$424.67	\$752,311.32

Section 5 The following anticipated appropriations are hereby adopted:

Budgeted Expenses			
<u>Budgeted Expenses</u>	<u>Prior Anticipated</u>	<u>Change</u>	<u>Amended Expense</u>
Professional Services-Engineering & Design	\$172,912.65	-\$5,377.32	\$167,535.33
Permits, License, and Fees	\$200.00	\$5,801.99	\$6,001.99
Capital Outlay - Street/Bridget/Swalk/Dam	\$578,774.00	\$0.00	\$578,774.00



Section 6. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 7. Copies of this Capital Project Ordinance shall be furnished to the Town Clerk, the Town Manager and the Finance Director for the direction in carrying out this project.

Section 8. Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year .

Duly adopted this 9th day of June 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



TOWN OF BLACK MOUNTAIN BUDGET AMENDMENT REPORT

BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.
Tomahawk Dam Repair

Adjustment Number	Summary	Description	Account Number	Account Name	Account Type	Amended Amount
BA25-0000171	BAMEND-TOMAHAWK DAM	ADDITIONAL BUDGET REQUIRED FOR STATE FEES FOR I	100-0000-48900	Appropriated Fund Balance	Revenue	-\$424.67
			100-7000-59510	Transfer Out	Expense	\$424.67
			400-8005-48590	Transfers In	Revenue	-\$424.67
FY25 YE ROLL CP I	FY25 YEAR END ROLLOVER OF BUDGET-TOMAHAWK DAM	ROLL OVER REMAINING BUDGET FROM FY24 FOR TOM	400-8005-52100	Permits, License And Fees-Other	Expense	\$424.67
			400-8005-52012	Professional Services-Engineering and Design	Expense	-\$5,377.32
			400-8005-52100	Permits, License And Fees-Other	Expense	\$5,377.32



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 09, 2025

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Finance

TITLE OF ITEM: Tomahawk Dam Capital Project Closure Ordinance

SUGGESTED MOTION(S):

Staff move that Council approve the closure of the Tomahawk Dam Capital Project Ordinance as presented.

SUMMARY:

Lake Tomahawk Dam is an earthen dam in Black Mountain, North Carolina located along the southern edge of Lake Tomahawk and is classified as a High Hazard Dam. Minor seepage is now occurring following the removal of trees on the embankment in 2014. The Town performed repairs to the Dam as approved by North Carolina Dam Safety. These repairs consisted of erosion and sediment control, toe drain and blanket drain construction, articulating concrete block overtopping protection, and earthworks construction to protect area citizens and to prevent future disasters.

BUDGET IMPACT: N/A

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

If no, describe how it will be funded. Appropriated Fund Balance

ATTACHMENTS:

- i. Closure Ordinance



**Town of Black Mountain
Tomahawk Dam Repairs
Authorizing Closure of Capital Project Fund Ordinance**

WHEREAS, The Board for the Town of Black Mountain pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina adopted a Capital Project Fund Ordinance for the purpose of Tomahawk Dam Repairs.

WHEREAS, The Tomahawk Dam Repair Project has been completed.

WHEREAS, \$752,311.32 was appropriated to this project from the General Fund.

Section 1: Actual Revenues of \$752,311.32 were received from the General Fund.

Section 2: Actual Expenditures of \$752,311.32 were expended during the life of the project.

THEREFORE, BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina,

Section 1. The Council hereby closes the above-mentioned project

Section 2: This ordinance shall take effect upon its adoption.

Duly adopted by the Town Council of Black Mountain on this the 9th day of June 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 9, 2025

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Finance

TITLE OF ITEM: Amended Hurricane Helene Grant Project Ordinance and Budget Amendment

SUGGESTED MOTION(S):

MOTION TO: Approve the Hurricane Helene Grant Project Ordinance and Project Budget Amendment as presented and recommended.

SUMMARY:

The Town of Black Mountain periodically establishes grant project ordinances for endeavors that involve 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 Hurricane Helene Grant Project budget amendments and the Amended Grant Project Ordinance. The Town of Black Mountain is included in FEMA-4827-DR, North Carolina Disaster Declaration. Initial funding for this Grant project came from the Town's General Fund Balance. This amendment recognizes the following items:

- Recognize Insurance proceeds Increase of budgeted funds and expenditures
- Reallocation of prior authorized expense line funding.

RECOMMENDATION:

The Finance Department requests acceptance from the Board for the Budget Amendment recognizing the insurance proceeds received and corresponding expenses, Budget Adjustments reallocating budgeted expenses for anticipated appropriations and the amended grant project ordinance.

BUDGET IMPACT: Yes

Increase in budgeted funds and Expenditures within the Grant Project Fund of \$196,005.89

ATTACHMENTS:

- i. Amended Grant Project Ordinance
- ii. Budget Amendment



Town of Black Mountain Hurricane Helene Amended Grant Project Ordinance

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

Section 1. Project Defined

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

Section 2. Project Authorization

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

Section 3. Funding

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

Town of Black Mountain Operating Fund Transfers:

- Initial Funding for this project will need to be provided by a budget amendment from the General Fund-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.
- Board Approved within March 2025 meeting a budget amendment to transfer \$300,000 for the Hilltop Road Repairs \$100,0000 from the Powell Bill Fund and \$200,000 from the General Fund Street Department.
- Requested Funding transfer from the General Fund to make needed repairs to the Dog Park in the amount of \$40,000 May 2025 meeting.

NCLM is the Town's insurance carrier. The Town has received insurance proceeds totaling \$2,451,190.36 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 buildings.
- Total Insurance Claims paid to date from NCLM equal \$951,190.36

Donations

- The Town has received a donation in the amount of \$67,000 from Black Mountain Presbyterian Church to assist in the repairs at Veteran's Park

FEMA Funding Received to Date:

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

State Funding Has Been Awarded for the Following Items:

- 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.
- NC Department of State Treasurer has awarded a loan in the amount of \$705,703.37 to aid with Cashflow due to Hurricane Helene

Section 4. Directives

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

Section 5. Revenues

The following anticipated revenues are hereby adopted:

<u>Budgeted Revenues</u>	<u>Prior Authorized</u>	<u>Change</u>	<u>Amended Funding</u>
Transfer In From General Fund	2,361,000.00	0.00	2,361,000.00
Transfer In From Powell Bill Fund	100,000.00	0.00	100,000.00
Grant Revenue Federal - FEMA Emergency Expenditures	860,666.18	0.00	860,666.18
NCDEQ - Infrastructure Loan	3,000,000.00	0.00	3,000,000.00
NCDEQ - Infrastructure Tech Assist Grant	200,000.00	0.00	200,000.00
NCDST - Cashflow Loan	705,703.37	0.00	705,703.37
Contributions/Donations	67,000.00	0.00	67,000.00
Insurance Proceeds	2,255,184.47	196,005.89	2,451,190.36
Total Funds	\$9,549,554.02	\$196,005.89	\$9,745,559.91

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenses</u>	<u>Prior Anticipated</u>	<u>Change</u>	<u>Amended Expense</u>
Salaries and Benefits	\$501,500.00	-\$70,500.00	\$431,000.00
Protective Clothing	\$10,909.80	\$0.00	\$10,909.80
Professional Services - Engineering and Design	\$204,000.00	\$0.00	\$204,000.00
Professional and Technical Service	\$50,100.00	\$5,000.00	\$55,100.00
Contract Services	\$2,405,793.66	\$1,420.00	\$2,407,213.66
Technology and Software License	\$1,000.00	\$0.00	\$1,000.00
R&M Buildings	\$16,261.58	\$28,025.31	\$44,286.89
R&M Grounds/Parks/Greenways	\$3,500.00	\$13,477.51	\$16,977.51
R&M Equipment	\$21,614.43	\$2,284.83	\$23,899.26
R&M Vehicle	\$2,375.96	\$500.00	\$2,875.96
R&M Streets/Sidewalks/Curb	\$26,989.76	\$500.00	\$27,489.76
R&M Utility System	\$597,500.00	\$13,031.93	\$610,531.93
Office Supplies	\$2,086.54	\$1,000.00	\$3,086.54
Medical Supplies	\$710.49	\$0.00	\$710.49
Non-Capital Equipment and Furniture	\$56,934.34	\$76,034.59	\$132,968.93
Lease Rental -Equipment	\$144,150.00	\$31,000.00	\$175,150.00
Emergency Preparedness	\$1,037.13	-\$920.00	\$117.13
Miscellaneous Expense	\$34,010.03	\$0.00	\$34,010.03
Capital Outlay - Land Improvements	\$228,000.00	\$0.00	\$228,000.00
Capital Outlay - Vehicles	\$2,251,080.30	\$0.00	\$2,251,080.30
Capital Outlay - Motorized Equipment	\$0.00	\$56,777.64	\$56,777.64
Capital Outlay - Furnishings & Non-Motorized Equip	\$95,000.00	\$38,374.08	\$133,374.08
Capital Street/Bridge/Sidewalk	\$350,000.00	\$0.00	\$350,000.00
Capital Outlay - Dist Lines and Connections	\$2,045,000.00	\$0.00	\$2,045,000.00
Capital Outlay - Plants, Pump Stations, Sub Stations	\$500,000.00	\$0.00	\$500,000.00
Total Expenses	\$9,549,554.02	\$196,005.89	\$9,745,559.91

Section 7. Records and Reporting

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

Section 8. Official Copies

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

Section 9. Project Expiration

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

Duly adopted this 9th day of June 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



TOWN OF BLACK MOUNTAIN HURRICANE HELENE CAPITAL PROJECT BUDGET AMENDMENT REPORT

BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Adjustment Number	Description	Summary	Account Number	Account Name	Account Type	Amended Amount
BA25-0000159	Reallocation of expense line item funding	Reallocate Expense Funding	425-8806-50102	Salaries - Overtime	Expense	-\$10,000.00
			425-8806-52311	R & M - Grounds/Parks/Greenways	Expense	\$10,000.00
BA25-0000177	Insurance Proceeds	Claim 3240117857 - Veterans Park Wind Damage	425-8806-52311	R & M - Grounds/Parks/Greenways	Expense	\$477.51
		Claim 3240117857 - Library Wind Damage	425-8806-52310	R & M - Buildings	Expense	\$736.90
		Claim 3240117857 - Golf Cart Storage Wind Damage	425-8806-52310	R & M - Buildings	Expense	\$4,961.78
		Claim 3240117857 - Golf Maint Bldg Wind Damage	425-8806-52310	R & M - Buildings	Expense	\$6,558.56
		Claim 3240117857 - Croquet Bldg Wind Damage	425-8806-52310	R & M - Buildings	Expense	\$5,019.07
		Claim 3240117857 - PW Garage Wind Damage	425-8806-52310	R & M - Buildings	Expense	\$749.00
		Claim 3240118667 - Golf CyberPower	425-8806-52315	R & M - Equipment	Expense	\$60.38
		Claim 3240118667 - Public Safety Genetec Synergis	425-8806-52315	R & M - Equipment	Expense	\$2,224.45
		Claim 3240117857 - Water Tank Wind Damage	425-8806-52330	R & M -Utility System	Expense	\$2,871.26
		Claim 3240117857-Water Booster Station Wind Damage	425-8806-52330	R & M -Utility System	Expense	\$5,160.67
		Claim 3240118404 - 2023 John Deere HD200 Spreader	425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$600.00
		Claim 3240118185 - Unscheduled Equipment	425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$50,000.00
		Claim 3240118667 - Public Works Router Equipment	425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$14,810.30
		Claim 3240118667 - Public Works Computer	425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$2,054.99
		Claim 3240118667 - Public Works Sharp Copier	425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$2,465.00
		Claim 3240118667 - Public Works Admin Sharp Copier	425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$2,104.30
		Claim 3240117746 - Public Works Snow Plow	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$5,172.00
		Claim 3240117745 - Snow Plow	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$5,172.00
		Claim 3240118763 - Golf Lift	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$3,172.05
		Claim 3240118289 - Streets- Curb Machine	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$1,355.70
		Claim 324011818 - Swimming Pool Cover	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$12,474.00
		Claim 3240118764 - Golf - 2003 Greens Aerator	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$2,650.33
		Claim 3240118764 - Golf - 2000 Workman	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$2,700.00
		Claim 3240118667 - Parks and Rec Sharp Printer	425-8806-57510	Capital Outlay-Furnishings & Non-Motorized Equip	Expense	\$5,678.00
		Claim 3240118785 - Toro Sandpro	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$6,213.15
		Claim 3240118776 - Grounds Ventrac MJ480 Mower	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$1,437.50
		Claim 3240118207 - Streets - Skidsteer	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$24,933.00
		Claim 3240118404 - John Deere Utility Gator	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$3,496.33
		Claim 3240118204 - Water - 2000 Ditch Witch	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$9,850.00
		Claim 3240118762 - Golf Cart Club Car	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$5,748.00
		Claim 3240118778 - Golf - Toro Sand Pro	425-8806-57411	Capital Outlay-Motorized Equipment	Expense	\$5,099.66
		Helene Insurance Claims	425-8806-48010	Insurance Recovery Proceeds	Revenue	\$196,005.89
BA25-0000180	Reallocate Expense Budget to Appropriate Lines	Reallocate Expense Budget	425-8806-50100	Salaries - Regular	Expense	\$5,000.00
			425-8806-50102	Salaries - Overtime	Expense	-\$45,000.00
			425-8806-50210	Social Security (Fica Tax) Contributions	Expense	\$300.00
			425-8806-50220	Retirement Employer Contribution- State	Expense	\$200.00
			425-8806-52015	Professional and Technical Services	Expense	\$5,000.00
			425-8806-52020	Contract Services	Expense	\$1,420.00
			425-8806-52310	R & M - Buildings	Expense	\$10,000.00
			425-8806-52311	R & M - Grounds/Parks/Greenways	Expense	\$3,000.00
			425-8806-52316	R & M - Vehicle	Expense	\$500.00
			425-8806-52320	R & M - Streets/Sidewalks/Curb	Expense	\$500.00
			425-8806-52330	R & M -Utility System	Expense	\$5,000.00
			425-8806-52410	Office Supplies	Expense	\$1,000.00
			425-8806-52510	Non-Capital Equipment and Furniture	Expense	\$4,000.00
			425-8806-54010	Lease/Rental - Equipment	Expense	\$10,000.00
			425-8806-55021	Emergency Disaster Preparedness Expense	Expense	-\$920.00



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** June 9, 2025

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

TITLE OF ITEM: Consideration of Budget Amendments

SUGGESTED MOTION(S):

Approve budget amendments as presented.

SUMMARY:

FY24-25 Budget Ordinance Adjustment(s) and Amendment(s):

BUDGET IMPACT:

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

If no, describe how it will be funded. Funding received from outside sources or appropriated fund balance

ATTACHMENTS:

1. Budget Adjustments and Amendments 060925



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, *Finance Director* **MEETING DATE:** June 09, 2025

AGENDA SECTION: Consent

DEPARTMENT: Finance

TITLE OF ITEM: Budget Amendment – *Tammy Holland, Finance Director*

SUGGESTED MOTION(S): To approve budget amendments as presented.

SUMMARY:

The Town of Black Mountain Council adopts the following FY24-25 Budget Ordinance Adjustment(s) and Amendment(s):

- **Budget Amendments:**
 - *BA25-175: Recognize funding to be received from the Settings to be used for the repair and rerouting of waterline due to Helene \$35,149*
 - *BA25-182: Recognize funding received from NCLM Safety Grant for the Police Department \$17,640*
 - *BA25-182: Recognize Insurance Proceeds received from NCLM for Police Department Vehicle Damage \$17,640*
 - *BA25-183 Recognize General Government donations received \$25,030.*
- **Budget Adjustments to reallocate expenditure budget within departments**
 - *BA25-148 to BA25-174*
 - *BA25-176 to BA25-181*

BADJ - Budget Adjustments have no effect on the total fund budget that has already been approved and ordained by the Town Council. Department Heads have the authority to approve adjustments within their departmental budget. The Town Manager and Finance Director have the authority to approve adjustments that cross departments but are within the same fund.

BAMEND - Budget Amendments will increase or decrease the Total Fund Budget. Amendments must be approved and ordained by the Board. Budget Amendments consist of an increase in the Revenue and Expense approved budget for funds. for the purpose of appropriating additional funding required for expenditures.

ATTACHMENTS:

- i. Budget Amendments Detailed Report



TOWN OF BLACK MOUNTAIN BUDGET AMENDMENT AND ADJUSTMENT REPORT

BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Amendment / Adjustment Number	Description	Summary	Account Number	Account Name	Account Type	Amended/Adjusted Amount
BA25-0000148	Reallocate budgeted expense funds	BADJ-REALLOCATION OF BUDGETED SALARIES PD	100-4510-50100	Salaries - Regular	Expense	\$32,523.00
			100-4510-50101	Salaries - Part Time/Temp/Aux	Expense	-\$18,573.00
			100-4510-50198	Salaries - FTO/Incentive	Expense	-\$13,950.00
BA25-0000149	Reallocate budgeted expense funds	BADJ-REALLOCATION OF BUDGETED EXPENSES	100-4640-52110	Disposal Fees	Expense	\$30,000.00
			100-4640-52316	R & M - Vehicle	Expense	-\$30,000.00
BA25-0000151	Reallocate budgeted expense funds	BADJ-REALLOCATION OF PARKS AND RECREATION	100-4700-51510	Professional Licenses Certifications and Dues	Expense	-\$1,000.00
			100-4700-51511	Employee Continuing Education and Training	Expense	-\$1,000.00
			100-4700-52316	R & M - Vehicle	Expense	-\$2,000.00
			100-4700-52410	Office Supplies	Expense	-\$1,500.00
			100-4700-53000	Programs and Event Expense	Expense	-\$2,500.00
			100-4710-52311	R & M - Grounds/Parks/Greenways	Expense	\$11,000.00
			100-4711-53000	Program and Event Expense	Expense	-\$3,000.00
BA25-0000152	Reallocate budgeted expense funds	BADJ-REALLOCATION OF STREETS EXPENSES	100-4620-52316	R & M - Vehicle	Expense	\$3,000.00
			100-4620-57610	Capital Outlay - Street/Bridge/Sidewalk/Greenway	Expense	-\$3,000.00
BA25-0000153	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-50101	Salaries - Part Time/Temp/Aux	Expense	-\$4,540.00
			200-4520-50102	Salaries - Overtime	Expense	\$4,540.00
BA25-0000154	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-52310	R & M - Building	Expense	\$1,000.00
			200-4520-52316	R & M - Vehicle	Expense	-\$1,000.00
BA25-0000155	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-52410	Office Supplies	Expense	-\$297.58
			200-4520-52420	Specialty Operating Supplies	Expense	\$297.58
BA25-0000156	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-55017	Safety & Compliance	Expense	-\$578.19
			200-4520-55021	Emergency Disaster Preparedness Expense	Expense	\$578.19
BA25-0000157	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-55099	Miscellaneous Expense	Expense	-\$171.89
			200-4520-57410	Capital Outlay-Vehicles	Expense	\$171.89
BA25-0000158	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES STREETS	100-4620-52110	Disposal Fees	Expense	\$6,100.00
			100-4620-52320	R & M - Streets/Sidewalks/Curb	Expense	-\$6,100.00
BA25-0000160	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES STREETS	100-4620-52110	Disposal Fees	Expense	\$12.99
			100-4620-52320	R & M - Streets/Sidewalks/Curb	Expense	-\$12.99
BA25-0000161	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-50101	Salaries - Part Time/Temp/Aux	Expense	-\$4,000.00
			200-4520-51511	Employee Continuing Education and Training	Expense	\$4,000.00
BA25-0000162	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-50101	Salaries - Part Time/Temp/Aux	Expense	-\$55,600.00
			200-4520-52510	Non-Capital Equipment and Furniture	Expense	\$55,600.00
BA25-0000163	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-52115	Technology and Software License	Expense	-\$1,600.00
			200-4520-55017	Safety & Compliance	Expense	\$1,600.00
BA25-0000164	Reallocate budgeted expense funds	BADJ-REALLOCATION OF PLANNING EXPENDITURES	210-4810-52015	Professional and Technical Services	Expense	-\$31,000.00
			210-4810-52115	Technology and Software License	Expense	\$31,000.00
BA25-0000166	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES STREETS	100-4620-52320	R & M - Streets/Sidewalks/Curb	Expense	-\$1,000.00
			100-4620-52510	Non-Capital Equipment and Furniture	Expense	\$1,000.00
BA25-0000167	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-52115	Technology and Software License	Expense	-\$12,409.26
			200-4520-52510	Non-Capital Equipment and Furniture	Expense	\$12,409.26
BA25-0000168	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES WATER	600-5000-52330	R & M -Utility System	Expense	-\$1,200.00
			600-5000-52510	Non-Capital Equipment and Furniture	Expense	\$1,200.00
BA25-0000169	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES	630-5500-52315	R & M - Equipment	Expense	-\$43.98
			630-5500-52510	Non-Capital Equipment and Furniture	Expense	\$43.98
BA25-0000170	Reallocate budgeted expense funds for furniture	BADJ -REALLOCATION OF EXPENDITURES HR	100-4025-52410	Office Supplies	Expense	-\$600.00
			100-4025-52510	Non-Capital Equipment and Furniture	Expense	\$600.00
BA25-0000172	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES STREETS	100-4620-52110	Disposal Fees	Expense	\$200.00
			100-4620-52320	R & M - Streets/Sidewalks/Curb	Expense	-\$200.00
BA25-0000174	Reallocate budgeted expense funds	BADJ-REALLOCATION OF FIRE EXPENDITURES	200-4520-51013	Employee Appreciation Expense	Expense	\$19.81
			200-4520-51510	Professional Licenses Certifications and Dues	Expense	-\$19.81
BA25-0000175	Replace and Rerouted Waterline at Settings Due to Storm. The Set	BAMEND - RECOGNIZE FUNDING DUE FROM THE	600-0000-47015	Customer Participation	Revenue	\$35,149.00
			600-5000-57615	Capital Outlay - Dist Lines and Connections	Expense	\$35,149.00
BA25-0000176	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES WATER	600-5000-52315	R & M - Equipment	Expense	-\$1,060.00
			600-5000-52316	R & M - Vehicle	Expense	\$1,060.00
BA25-0000178	Reallocate budgeted expense funds	BADJ-REALLOCATION OF PD EXPENDITURES	100-4510-52310	R & M - Building	Expense	-\$10,139.36
			100-4510-55010	Fuel	Expense	\$10,139.36
BA25-0000179	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES STREETS	100-4620-52320	R & M - Streets/Sidewalks/Curb	Expense	-\$1,000.00



TOWN OF BLACK MOUNTAIN BUDGET AMENDMENT AND ADJUSTMENT REPORT

BE IT ORDAINED by the Town Council of The Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Amendment / Adjustment Number	Description	Summary	Account Number	Account Name	Account Type	Amended/Adjusted Amount
BA25-0000179	Reallocate budgeted expense funds	BADJ-REALLOCATION OF EXPENDITURES STREETS	100-4620-55010	Fuel	Expense	\$1,000.00
BA25-0000181	Reallocate budgeted expense funds	BADJ-REALLOCATION OF PLANNING EXPENDITURES	210-4810-52410	Office Supplies	Expense	\$62.16
			210-4810-52510	Non-Capital Equipment and Furniture	Expense	-\$62.16
BA25-0000182	Insurance Proceeds and Grant Funds	BAMEND -PD -RECOGNIZE PD GRANT AND INSURANCE PROCEEDS	100-4510-50100	Salaries - Regular	Expense	\$6,140.00
			100-4510-50199	Salaries - Off Duty	Expense	\$11,500.00
			100-4510-52212	Utilities - Refuse Disposal	Expense	\$1,000.00
			100-4510-55010	Fuel	Expense	\$4,000.00
		BAMEND -PD -RECOGNIZE PD INSURANCE PROCEEDS 2016 CHARGER	100-0000-43400	Grant Revenues- Nongovernmental	Revenue	\$5,000.00
		BAMEND -PD -RECOGNIZE PD NCLM SAFETY GRANT RECOGNIZE GENERAL GOVERNMENT DONATION PROCEEDS	100-0000-48010	Insurance Recovery Proceeds	Revenue	\$17,640.00
BA25-0000183	General Fund Donations		100-0000-47070	Contributions/Donations	Revenue	\$25,030.00
			100-4010-51511	Employee Continuing Education and Training	Expense	\$800.00
			100-4010-52011	Professional Services-Legal	Expense	\$15,000.00
			100-4010-52015	Professional and Technical Services	Expense	\$2,000.00
			100-4030-52510	Non-Capital Equipment and Furniture	Expense	\$3,230.00
			100-4040-52115	Technology and Software License	Expense	\$2,000.00
			100-4040-52419	Technology Supplies and Materials	Expense	\$2,000.00



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** June 9, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Appointment to Asheville Regional Housing Consortium (ARHC)

SUGGESTED MOTION(S):

Motion to appoint Planning Director Michelle Kennedy to the ARHC.

SUMMARY:

This item is to consider an appointment to the Asheville Regional Housing Consortium (ARHC) and appoint the new Planning Director, Michelle Kennedy, to this consortium, in place of former Planning Director, now Assistant Town Manager, Jessica Trotman.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** June 9, 2025

AGENDA SECTION: Public Hearing **DEPARTMENT:** Finance

TITLE OF ITEM: Adoption of Fiscal Year 2026 Budget Ordinance & Fee Schedule

SUGGESTED MOTION(S):

Adoption of Annual Budget Ordinance and Fee Schedule for FY25-26.

SUMMARY:

The Town Council will first hold a public hearing on the recommended Town Operating Budget for Fiscal Year 2025-26. The recommended budget was submitted to the Town Council on Thursday, May 15, 2025, and has been available for public inspection in the Town Clerk's office at Town Hall, and posted on the Town's website. There have been no changes to the recommended budget since its presentation to the Town Council on May 15, 2025.

The adoption of the Budget Ordinance for FY 2025-26 will also include the adoption of the FY 2025-26 Schedule of Fees.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. FY26 Budget Ordinance O-25-13
2. FY26 Fee Schedule
3. Town of Black Mountain FY26 Budget Presentation Slides

ANNUAL BUDGET ORDINANCE

Ordinance Number

O-25-13

BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that, in accordance with NCGS 159-13(b)(16), the following anticipated fund revenues, expenditures, Fee and Charge Schedule, and certain authorizations and restrictions for the Town's Budget Officer (Town Manager) are hereby appropriated and approved for the operation of the Town Government and its activities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 as follows:

SECTION 1. GENERAL FUND REVENUES

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Ad Valorem Taxes	\$	5,722,500
Other Taxes and Licenses	\$	51,000
Unrestricted Intergovernmental Revenues	\$	3,648,500
Restricted Intergovernmental Revenues	\$	66,150
Permits and Fees	\$	7,000
Sales and Services	\$	1,546,800
Investment Income	\$	230,000
Miscellaneous Income	\$	22,600
Other Financing Sources	\$	490,950
TOTAL REVENUES	\$	11,785,500

SECTION 2. GENERAL FUND APPROPRIATIONS

The following amounts are appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Administration	\$	719,900
Building And Grounds Maintenance	\$	344,600
Finance	\$	377,500
Golf Course	\$	738,350
Governing Body	\$	194,800
Human Resources	\$	469,850
Information Technology	\$	280,850
Lakeview Center	\$	177,800
Parks & Rec	\$	606,900
Police	\$	3,879,650
Pool	\$	192,700
Public Works Administration	\$	204,450
Sanitation	\$	1,048,800
Streets And Highways	\$	785,100
Transfers	\$	1,764,250
TOTAL EXPENSES	\$	11,785,500

SECTION 3. WATER FUND REVENUES

It is estimated that the following revenues will be available in the Water Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Sales and Services	\$	2,475,350
Other Financing Sources	\$	32,100
Permits and Fees	\$	173,000
Investment Income	\$	120,000
Miscellaneous Income	\$	58,000
TOTAL REVENUES	\$	2,858,450

SECTION 4. WATER FUND APPROPRIATIONS

The following amounts are appropriated in the Water Fund for the operation of the Town water utilities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Operational Services and Supplies	\$	1,344,700
Personnel Services and Employee Benefits	\$	1,241,540
Capital Outlay	\$	-
Debt Service	\$	181,510
Other Operating Expense	\$	69,400
Employment and Retention Cost	\$	21,300
TOTAL EXPENSES	\$	2,858,450

SECTION 5. DEVELOPMENTAL SERVICES REVENUES

It is estimated that the following revenues will be available in the Developmental Services Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Other Financing Sources	\$	355,600
Permits and Fees	\$	425,100
Investment Income	\$	3,600
TOTAL REVENUES	\$	784,300

SECTION 6. DEVELOPMENTAL SERVICES FUND APPROPRIATIONS

The following amounts are appropriated in the Developmental Services Fund for the operation of the Developmental Services activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Personnel Services and Employee Benefits	\$	701,200
Operational Services and Supplies	\$	55,600
Capital Outlay	\$	-
Employment and Retention Cost	\$	17,400
Other Operating Expense	\$	7,000
Lease and Rentals	\$	3,100
TOTAL EXPENSES	\$	784,300

SECTION 7. STORMWATER FUND REVENUES

It is estimated that the following revenues will be available in the Stormwater Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Permits and Fees	\$ 365,600
Investment Earnings	\$ 13,000
TOTAL REVENUES	\$ 378,600

SECTION 8. STORMWATER FUND APPROPRIATIONS

The following amounts are appropriated in the Stormwater Fund for the operation of the stormwater fund and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Personnel Services and Employee Benefits	\$ 286,550
Operational Services and Supplies	\$ 53,450
Other Operating Expense	\$ 26,000
Debt Service	\$ 9,450
Employment and Retention Cost	\$ 3,150
TOTAL EXPENSES	\$ 378,600

SECTION 9. TECHNOLOGY FUND REVENUES

It is estimated that the following revenues will be available in the Technology Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Permits and Fees	\$ 13,000
TOTAL REVENUES	\$ 13,000

SECTION 10. TECHNOLOGY FUND APPROPRIATIONS

The following amounts are appropriated in the Technology Fund for activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Operational Services and Supplies	\$ 13,000
TOTAL EXPENSES	\$ 13,000

SECTION 11. FIRE SERVICE FUND REVENUES

It is estimated that the following revenues will be available in the Fire Service Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Other Financing Sources	\$ 1,770,050
Ad Valorem Taxes	\$ 1,117,650
Restricted	\$ 424,500
Investment Income	\$ 8,000
Miscellaneous Income	\$ 12,000
Permits and Fees	\$ 10,000
TOTAL REVENUES	\$ 3,342,200

SECTION 12. FIRE SERVICE FUND APPROPRIATIONS

The following amounts are appropriated in the Fire Service Fund for the operation of the Town Fire Fund and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Personnel Services and Employee Benefits	\$ 2,865,150
Capital Outlay	\$ 15,000
Operational Services and Supplies	\$ 185,800
Employment and Retention Cost	\$ 128,450
Other Operating Expense	\$ 93,500
Debt Service	\$ 54,300
TOTAL EXPENSES	\$ 3,342,200

SECTION 13. POWELL BILL FUND REVENUES

It is estimated that the following revenues will be available in the Powell Bill Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Restricrted Intergovernmental Revenues	\$	300,000
Interest Income	\$	7,200
TOTAL REVENUES	\$	307,200

SECTION 14. POWELL BILL FUND APPROPRIATIONS

The following amounts are appropriated in the Golf Fund for the operation of the Powell Bill Fund and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Capital Outlay	\$	233,200
Operational Services and Supplies	\$	74,000
TOTAL EXPENSES	\$	307,200

SECTION 15. FINES AND FORFEITURES FUND REVENUES

It is estimated that the following revenues will be available in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Penalties Fines and Forfeitures	\$	3,000
TOTAL REVENUES	\$	3,000

SECTION 16. FINES AND FORFEITURES FUND APPROPRIATIONS

The following amounts are appropriated in the Fines and Forfeitures Fund for the remittance to the Buncombe County Schools for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Operational Services and Supplies	\$	3,000
TOTAL EXPENSES	\$	3,000

SECTION 17. COMMUNITY OUTREACH FUND REVENUES

It is estimated that the following revenues will be available in the Community Outreach Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Other Donation Sources/Donations	\$	40,000
Miscellaneolus Income	\$	2,000
TOTAL REVENUES	\$	42,000

SECTION 18. COMMUNITY OUTREACH FUND APPROPRIATIONS

The following amounts are appropriated in the Police Department Community Outreach Fund for the services and activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Other Operating Expenses	\$	42,000
TOTAL EXPENSES	\$	42,000

SECTION 19. PD STATE AND FEDERAL DRUG FORFEITURE REVENUES

It is estimated that the following revenues will be available in the PD State and Federal Drug Forfeiture Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Other Financing Sources	\$ 46,500
Investment Income	\$ 8,500
TOTAL REVENUES	\$ 55,000

SECTION 20. PD STATE AND FEDERAL DRUG FORFEITURE APPROPRIATIONS

The following amounts are appropriated in the Police Department Community Outreach Fund for the services and activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this Town:

Capital Outlay	\$ 45,000
Operational Services and Supplies	\$ 10,000
TOTAL EXPENSES	\$ 55,000

SECTION 23. TAXES LEVIED

There is hereby levied a property tax of \$0.3210 on each one hundred dollars (\$100.00) valuation of taxable property, as listed for taxes as of January 1, 2025 for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue and in order to finance the foregoing appropriation. This rate is based on an estimated total assessed, taxable property value of \$1.79 billion, and an estimated collection rate of 99.82%. Current year Ad Valorem Tax Revenue is estimated to be \$5.7 million

There is hereby levied a Municipal Vehicle Tax of five dollars (\$5.00) on each residential vehicle as authorized by General Statue 20-97.

SECTION 24. SCHEDULE OF FEES

The corresponding "FY 2025-2026 Schedule of Fees" is approved with the adoption of this Annual Budget Ordinance

SECTION 25. SPECIAL AUTHORIZATION

The Town Manager is hereby authorized to execute agreements, within funds included in the Budget Ordinance or other actions by the Governing Body, for the following purposes:

- A. Leases of routine business equipment;
- B. Consultant, professional, or maintenance service agreements;
- C. Purchase of supplies, materials, or equipment where formal bids are not required by law;
- D. Purchase of real property when a budget amendment is not required;
- E. Form grant agreements to public and non-profit organizations;
- F. Applications for and agreements for acceptance of grant funds from federal, state, public, and non-profit organizations, and other funds from other governmental units, for services to be rendered which have been previously approved by the Governing Body;
- G. Construction or repair projects;
- H. Liability, health, life, disability, casualty, property, or other insurance or performance bonds;
- I. Other administrative contracts which include agreements adopted in accordance with the
- J. directives of the Governing Body.

SECTION 26. TRANSFER OF APPROPRIATIONS

The Town Manager and Finance Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- A. Revise the budget by transfer of appropriations within each fund without limitations;
- B. All amendments affecting the revenues or total fund appropriations shall be approved by ordinance by the Town Council, Form grant agreements to public and non-profit organizations;
- C. Amendments will be acted upon at any regular or special meeting and approved by a simple majority of those present and voting, a quorum being present. Only one reading will be required and a public hearing or publication of notice is not necessary unless requested by council.

SECTION 27. ANNUAL BUDGET ORDINANCE COPIES

Copies of the Annual Budget Ordinance shall be furnished to the Town Clerk, Town Manager, and the Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Duly adopted this 9th day of June 2025.

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

ADMINISTRATION	
Copies of Public Records (includes sections out of ordinance) NO MAPS	Price per page
B/W, single sided, letter 8.5x11	\$0.08
B/W, double sided, letter 8.5x11	\$0.16
Color, single sided, letter 8.5x11	\$0.53
Color, double sided, letter 8.5x11	\$1.06
B/W, single sided, legal 8.5x14	\$0.12
B/W, double sided, legal 8.5x14	\$0.25
Color, single sided, legal 8.5x14	\$0.79
Color, double sided, legal 8.5x14	\$1.58
B/W, single sided, ledger 11x17	\$0.16
B/W, double sided, ledger 11x17	\$0.32
Color, single sided, ledger 11x17	\$1.06
Color, double sided, ledger 11x17	\$2.12
FINANCE	
General	
Returned Check Fee	\$35.00
Motor Vehicle License Tax	\$5.00
Beer & Wine License	
Beer License - On Premises	\$15.00
Beer License - Off Premises	\$5.00
Wine License - On Premises	\$15.00
Wine License - Off Premises	\$10.00
Wholesale Dealers License - Beer Only	\$37.50
Wholesale Dealers License - Wine Only	\$37.50
Wholesale Dealers License - Beer & Wine	\$62.50

**In accordance with G.S. 105-113.77 and G.S. 105-113.79 If a business has multiple locations in one county or city, that business will need to obtain separate ABC licenses for each location. Town beer and wine taxes increase by 10% for each additional license of the same type issued to the same taxpayer for use at a separate location. Furthermore, G.S. 105-236 applies penalties for failure to pay for and obtain local beer and wine license taxes. Operating a business without the required privilege license triggers a monthly penalty of 5 % of the applicable privilege license tax, up to a total of 25 % of the tax amount due and no less than five dollars (\$5.00). Failure to pay the required tax triggers a separate 10% penalty. These violations are also Class 1 misdemeanors. No license shall be granted until the license tax plus any additional fees have been paid in full. **

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

FIRE DEPARTMENT		
Inspections		
Annual Fire Inspections	Black Mountain	Montreat
General		
Minimum up to 1,000 square feet	\$50.00	\$55.00
1,001 – 5,000 square feet	\$100.00	\$110.00
5,001 – 10,000 square feet	\$150.00	\$165.00
10,001 – 25,000 square feet	\$200.00	\$220.00
25,001 – 50,000 square feet	\$250.00	\$275.00
50,001 – 100,000 square feet	\$300.00	\$330.00
100,001 – 200,000 square feet	\$350.00	\$385.00
Over 200,000 square feet	\$400.00	\$440.00
R-2 Occupancies		
1-20 units	\$50.00	\$55.00
21-50 units	\$100.00	\$110.00
51-100 units	\$150.00	\$165.00
101-150 units	\$200.00	\$220.00
151-200 units	\$250.00	\$275.00
201-250 units	\$300.00	\$330.00
251-300 units	\$350.00	\$385.00
Over 300 units	\$400.00	\$440.00
Other Inspections		
Sprinkler/Fire Alarm Systems		
Minimum up to 1,000 square feet	\$50.00	\$55.00
1,001 – 5,000 square feet	\$100.00	\$110.00
5,001 – 10,000 square feet	\$150.00	\$165.00
10,001 – 25,000 square feet	\$200.00	\$220.00
25,001 – 50,000 square feet	\$250.00	\$275.00
50,001 – 100,000 square feet	\$300.00	\$330.00
100,001 – 200,000 square feet	\$350.00	\$385.00
Over 200,000 square feet	\$400.00	\$440.00
Residential & Rental Inspections		
Carbon Monoxide Detector Inspections	\$25.00	\$28.00
Solid Fuel Inspections	\$25.00	\$28.00
Foster Care	\$25.00	\$28.00
Home Fire Safety		Exempt
Other		
ABC Inspections	\$100.00	\$110.00
Outdoor Event Fire Inspection/200 sq. ft Onsite Cooking	\$75.00	\$75.00
Fire Permits		
	Black Mountain	Montreat
Automatic Fire Extinguishing Systems	\$100.00	\$110.00
Compressed Gas Installation	\$100.00	\$110.00

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

Fire Alarm and Detection Systems/Related Equipment	\$100.00	\$110.00
Fire Pumps and Related Equipment	\$100.00	\$110.00
Flammable and Combustible Liquid Installations	\$100.00	\$110.00
Hazardous Materials	\$100.00	\$110.00
Industrial Ovens	\$100.00	\$110.00
LP Gas	\$100.00	\$110.00
Private Hydrant System	\$100.00	\$110.00
Spraying and Dipping Operations	\$100.00	\$110.00
Standpipe Systems	\$100.00	\$110.00
Temporary membrane structures, tents, canopies, and air supported structures	\$50.00	\$55.00
Special events as defined in current ToBM Ordinances	\$100.00	\$110.00

Personnel & Apparatus for Events (minimum of 4 hours)

Firefighter	\$50.00/hour
Firefighter - 7 days or less notice	\$70.00/hour
Light Duty Vehicle/Support Vehicle/UTV	\$40.00/hour
Fire Engine/Rescue/Ladder Truck	\$200.00/hour

Violations

Class D - Violation of the provisions within the Code of Ordinance	\$100.00 minimum
Class C - Violation increases hazard or menace of fire, explosion, or other hazardous condition that may delay, hinder, or interfere with the operations of the Fire Department.	\$200.00 minimum
Class B - Violation that may delay, hinder, or prevent the egress of the occupants of a building on fire and/or other emergency, or acts which may prevent the operation of fire and/or life safety devices and/or systems.	\$300.00 minimum
Class A - Violation of a provision of this article that delayed, hindered, or prevented the egress of the occupants during an emergency, that caused a fire or increased the severity of a fire, or the commission of any acts that prevented the operation of a fire and/or life safety system or device during an emergency.	\$500.00 minimum

Other Violations

	Black Mountain	Montreat
Illegal Burning	\$100.00	\$100.00
Work without Permit	\$250.00	\$250.00
Fire Lane	\$100.00	\$100.00
Fire Hydrant	\$100.00	\$100.00
General Violation Re-inspection	\$100.00	\$100.00
Repeated False Fire Alarms (3 within a 72hr window-subject to review by the Fire Inspector)	\$150.00	\$150.00

In accordance with Town of Black Mountain ordinance section 21-31, any person or any assign, agent, or executor of such person who violates a provision of this article, who fails to comply with any of the requirements of this article, or who erects, installs, alters, repairs or does work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this article, shall be deemed in violation of this article. Each calendar day, or lesser time period as specified in a written notice, that a violation continues after due notice has been served shall be deemed a separate offense. Violators of this article may be assessed a civil monetary penalty based upon the class of violation and the schedule of civil penalties as adopted by the town. These penalties are represented in the listed fines.

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

POLICE DEPARTMENT

General

Precious Metals Dealer - Annual Fee	\$180.00
Precious Metals Dealer - Special Occasion	\$180.00
Precious Metals - Employee	\$10.00
Precious Metals - Employee Renewal	\$3.00
ABC License Fee	\$50.00
Off-Duty Officer for Events - minimum of 4 hours*	\$50.00
Off-Duty Officer for Events - minimum of 4 hours (7 days or less notice)*	\$70.00
Patrol Vehicle for Events*	\$40.00

*An Additional Service Charge Fee will be charged by Off Duty 3rd Party Scheduling Agent

Civil Fines & Penalties

Parking Violations	\$50.00
Fire Lane Violation	\$100.00
Fire Hydrant Violation	\$100.00
Loading Zone Violation	\$50.00
Handicapped Parking Violation	\$250.00
Nuisance Alarms	\$75.00

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

PLANNING AND DEVELOPMENT

Copies

Plotter & Map Copy

8.5" x 11" color map	\$3.18
11" x 17" color map	\$5.30
18" x 24" color map	\$24.00
36" x 48" color map	\$30.00
GIS Print Out 8.5" x 11"	\$1.00 + \$212 for each increment of 5 minutes or less

Applications & Fees

General

Certificate of Appropriateness-Historic District	\$53.00
Text Amendment to Development Regulations	\$212.00
Required Notification-Each	\$8.48
Technology Fee-All Permits & Fees	6% of transaction total

Applications

Special Use Application	\$636.00
Variance Application	\$636.00
Conditional Re-zoning Application	\$848.00
Re-zoning Application	\$636.00
Road Closure Application	\$530.00

Reviews

Site Plan Review (single family or duplex)	No Charge
Recombination Plat Review	\$26.50
Exempt Subdivision Review	\$26.50
Subdivision Plat Review (minor 1-4 lots)	\$238.50
Subdivision Plat Review (major: 5-10 lots)	\$636.00
Subdivision Plat Review (major: 11+ lots)	\$1,272.00
Sign Permit Review	\$53.00 + application fee by type

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

Permits

General

Zoning Permit	\$79.50
Floodplain Development Permit	
Interior Renovations with no Structural Change	\$0.00
Exterior Utilities	\$53.00
Interior/Exterior Structural Changes (including utilities)	\$79.50
Small Level Floodplain	\$159.00
Medium Level Floodplain	\$318.00
Large Level Floodplain	\$636.00
Fence Permit	\$53.00
Retaining Wall Permit	\$79.50
Working without a Permit	Double the Permit Fee
Sign Permits	
Free Standing Signs	\$265.00
Temporary Signs-Special Event-Limit of 30 days	\$26.50
A-Frame, Annually	\$53.00
All other Regulated Signs	\$212.00
Political (Deposit Only)	\$106.00

Deposit will be returned ten days after the election if all signs have been removed.

Temporary signs, flags, banners, etc. - Not to exceed 50 sq ft. aggregate area. Must be on premise, freestanding, or mounted to wall.

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

BUILDING INSPECTIONS

General

Re-Inspection Fee	\$90.10
Tenant Occupancy Inspection	\$106.00
Single Family Plan Review	\$106.00
Commercial Plan Review (Technical Review)	\$530.00
Homeowners Recovery Fund	\$10.00
Fire Inspection	\$53.00
ABC License	\$106.00
Day Care Center Inspection	\$180.20
Demolition Permit (must have Air Quality permit)	\$106.00
Electrical, Mechanical, & Plumbing Inspections	\$90.10 per inspection
Driveway Permit	\$106.00
Modular Office	\$132.50
Moved Home	\$424.00
Temporary Structures (tents, etc.) 400 sq. ft or greater	\$159.00
Commercial Kitchen Hood Suppression Systems	\$106.00
Explosives & Fireworks	\$106.00
Petroleum Tanks & Appurtenances	\$106.00
Residential Certificate of Occupancy	\$42.40
Commercial Certificate of Occupancy	\$106.00
Temporary Certificate of Occupancy	\$106.00
Temporary Utility Service	\$106.00
Mechanical/Electrical Changeout	\$75.00
Residential Clean-up Fee (refundable)	\$106.00
Commercial Clean-up Fee (refundable)	\$318.00

**Homeowners Recovery Fund is established as a special account of the State to reimburse homeowners who have suffered a reimbursable loss in constructing or altering a single family dwelling unit. **

***Clean-up fee is refunded upon final inspection, all construction materials removed, final grading, and stabilization is completed. ***

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

Residential Fees

New Construction

Site Built Homes	\$72.08
Manufactured Homes	\$48.76
Covered Unheated	\$33.92
Porches, Decks, etc.	\$25.44
Concrete Slabs, Walks, etc.	\$4.24

Fees are based on square footage x amount per square footage x .0085

Remodel & Renovation

\$0 - \$999.99	\$23.32
\$1,000 - \$1,999.99	\$28.62
\$2,000 - \$4,999.99	\$33.92
\$5,000 or more	Project cost x .0085

**Fees are based on estimated project cost. **

Non-Residential Fees

New Construction & Remodel

\$0 - up to \$1,000,000	\$159.00 or \$53.00 + \$5.30 per each \$1000.00 of gross project value, whichever is greater.
\$1,000,000+	Project cost x .159% (0.00159)

Stormwater Permits

Disturbed Acreage - up to 3 acres	\$795.00 + Engineer Review Fee
Disturbed Acreage - greater than 3 acres	\$1,272.00 + Engineer Review Fee
Engineer Review Fee	\$160.00 minimum

Land Disturbance Permits

New Single or Two-Family Residence < 1 acre of disturbance	\$84.80 + \$10.60 for each additional dwelling unit for multi-family
Residential Addition < 1 acre of disturbance	\$42.40
New Commercial < 1 acre of disturbance	\$636.00
Commercial Addition < 1 acre of disturbance	\$318.00
Land Disturbance/Grading > 1,000 sq. ft, but less than 1 acre	\$291.50

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

PARKS & RECREATION

Facility Rental

<i>Alcohol fee of \$50.00 (NON-REFUNDABLE) on Rentals</i>	Non-Profit	Private Citizen		Employee
		<i>Resident</i>	<i>Non-Resident</i>	
Lakeview Clubhouse - 120 Max				
Deposit	\$100.00	\$ 100.00	\$ 200.00	\$100.00
Rental Fee	\$320.00	\$ 380.00	\$ 440.00	\$230.00
Lakeview Downstairs - 50-60 Max				
Deposit	\$100.00	\$ 100.00	\$ 200.00	\$100.00
Rental Fee	\$260.00	\$ 280.00	\$ 340.00	\$190.00
Lakeview Center Wedding Package	Deposit	Fees		
Includes upstairs (Fri: 4pm-12am) & upstairs/downstairs/gazebo (Sat: 10am-12am) *with Alcohol Permit*	\$200.00	\$1,060.00		
Lake Tomahawk Picnic Pavilion (60 x 35ft) - 100 Max				
Deposit	\$60.00	\$60.00		\$60.00
Full Day Rental (9am-9pm)	\$40.00	\$ 80.00	\$ 120.00	\$35.00
Half Day Rental (9am-3pm/3:30pm-9pm)	\$20.00	\$ 40.00	\$ 70.00	\$25.00
Gazebo				
Deposit	\$20.00	\$20.00		\$0.00
Rental Fee	\$20.00	\$ 25.00	\$ 35.00	\$15.00
Swimming Pool (40 people)				
Friday-Sunday (6:15pm-8:15pm) only	\$185.00	\$ 220.00	\$ 280.00	\$145.00
Lifeguards <u>mandatory</u> over 40 people in gate, per 20 additional people	\$40.00	\$40.00		\$40.00
Additional lifeguard within 48 hours of rental	\$50.00	\$50.00		\$50.00
Grey Eagle				
Deposit	\$100.00	\$ 100.00	\$ 200.00	\$100.00
Building & Field per hour	\$25.00	\$ 45.00	\$ 65.00	\$25.00
Veterans Park Picnic Pavilion (20 x 28ft) - 35 Max				
Deposit	\$60.00	\$60.00		\$60.00
Full Day (9am-9pm)	\$30.00	\$ 50.00	\$ 70.00	\$25.00
Half Day Rental (9am-3pm/3:30pm-9pm)	\$20.00	\$ 30.00	\$ 40.00	\$15.00
Ballfield				
Ballfield (each)	\$120.00	\$ 140.00	\$ 180.00	\$120.00
Lights (each field) per hour	\$35.00	\$ 35.00	\$ 55.00	\$35.00
Press Box	\$50.00	\$ 70.00	\$ 90.00	\$70.00
Consession Stand	\$70.00	\$ 90.00	\$ 110.00	\$50.00

Deposit and rental contract are required to make a reservation. Deposit must be made within 2 business days to hold a reservation. Deposits are refundable as long as there are no damages and keys are returned. Weekday rentals at Lakeview Center downstairs will be from 4pm-10pm nightly. Cancellations made within 2 weeks, will receive half of the deposit refund. Cancellations made within 48 hours will receive no deposit refund. Proof of address (drivers license, utility bill, etc.) must be provided in order to receive resident rates.

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

Special Events

Application Fee \$50.00

Additional service fees charged per department's rates.

Community Garden Plots

Half Plot	\$	35.00
Full Plot	\$	60.00
Raised Garden Beds	\$ 15.00	\$ 20.00

Activities	Resident	Non-Resident	Employee
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Youth Sports

Flag Football	\$ 70.00	\$ 80.00	\$35.00
Basketball	\$ 70.00	\$ 80.00	\$35.00
Swim League	\$ 70.00	\$ 80.00	\$35.00
Tennis Clinics	\$ 50.00	\$ 60.00	\$25.00
Indoor Soccer	\$ 70.00	\$ 80.00	\$35.00
Skateboarding lessons - Carver Skate Park (6 total sessions)		\$150.00	

Camp

Sports Camp (half day)	\$ 70.00	\$ 80.00	\$35.00
Summer Camp (per week)	\$ 190.00	\$ 200.00	\$95.00

Aquatics

Daily Admission	\$ 4.00	\$ 6.00	
Multiple Entry Pass (10 Visits)	\$ 30.00	\$ 50.00	
Season Pass - Individual	\$ 85.00	\$ 120.00	\$40.00
Season Pass - Family	\$ 160.00	\$ 200.00	\$50.00
Additional family members in same household (up to 5 people)		\$30.00	\$25.00
Each additional family member (over 5 people) per member		\$25.00	\$25.00
Swim Lessons (per session)	\$ 60.00	\$ 70.00	\$20.00

Black Mountain Pool - Group Rates

	11-19 Persons	20-40 Persons
1x Visit	\$95.00	\$150.00
3x Visit	\$170.00	\$300.00
Unlimited	\$540.00	\$975.00

SAFETY & LIABILITY: No persons under the age of thirteen (13) years old will be allowed in the pool area unless accompanied by a responsible person, eighteen (18) years or older for pool admittance.

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

GOLF COURSE		
Green Fees	Weekday (Mon-Thur)	Weekend/Holiday (Fri, Sat, Sun)
Green Fees - 18 Holes Walking	\$28.00	\$38.00
Green Fees - 9 Holes Walking	\$17.00	\$22.00
Twilight Green Fees - 18 Holes Walking (after 1pm)	\$25.00	\$30.00
Twilight Green Fees -9 Holes Walking (after 1pm)	\$13.00	\$15.00
18 Holes with Cart	\$52.00	\$62.00
9 Holes with Cart	\$30.00 (after 11am)	\$35.00 (after 11am)
Twilight Rates - 18 Holes with Cart (after 1pm)	\$38.00	\$45.00
Twilight Rates - 9 Holes with Cart (after 1pm)	\$23.00	\$25.00
Senior Rate - 60+ (weekdays) 18 Holes with Cart	\$45.00	N/A
Memberships		
Special Players Pass		\$200.00
Ghin Handicap (Jan thru Dec)		\$35.00
Individual		\$1,550.00
Family		\$2,300.00
Cart Rates		
18 Hole Cart (per person)		\$22.43
9 Hole Cart (per person)		\$12.15
<i>*Riding (Cart Fee) is required on weekends (Friday-Sunday) before 12pm by all non pass holder players 5/1 thru 9/30. Walking will be allowed anytime 10/1 to 4/31. Pass holder players can walk anytime. Sales Tax not included in fees*</i>		

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

UTILITIES

General Fees

Connnection Fee	\$25.00
Deposit with verified SSN or FEIN	\$100.00
Deposit without verified SSN or FEIN	\$200.00
<i>*New accounts require a connection fee and deposit prior to service (homeowners are exempt from deposit requirement). Deposit and overpayments will only be refunded for amounts over \$5.00.*</i>	
Late Fee	\$10.00 or 5% of account balance, whichever is greater.
Bond Fee	\$2.82
MSD Billing Fee	\$2.66
Premise Visit	\$40.00
Non-Payment Fee	\$60.00
Illegal Use of Fire Hydrant/Tamper Fee	\$500 + Damages
Relocate Meter/Box	Cost + 25%
Boring Fee	\$400.00
Meter/Box Replacement Fee	Cost + 25%
Meter/Box Tampering Fee	\$500.00 each offense
Pavement Cut	\$250.00 - \$500.00

Water & Sewer

Water Rates

	Inside Town Limits	Outside Town Limits
Water Charge - Base	\$6.14	\$11.55
Water Consumption Rate (per 1000 gallons)		
0 to 4,999 gallons	\$10.99	\$21.00
5,000+ gallons	\$11.40	\$21.61

Town Water Rates

Water Consumption Rate (per 1000 gallons)	\$3.09
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Bulk Water Rates

Water Consumption Rate (per 1000 gallons)	\$6.19
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Sewer Rates

Sewer services provided by Metropolitan Sewerage District	Rates are published on MSD's website at www.msdbc.org
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Hydrant Connection Fees

Water Consumption Rate (per 1000 gallons)	Billed at Inside Town Limits 5000+ gallons rate
Equipment and Mainenance Fee - One Time	\$50.00
Deposit	\$500.00
Rental Fee	\$25 daily/\$100 weekly/\$350/month

Taps & Connections

	Inside Town Limits	Outside Town Limits
Water Taps		
3/4" Water Tap	\$1,350.00	\$1,750.00
1" Water Tap	\$1,550.00	\$2,050.00
2" Water Tap	\$3,050.00	\$4,300.00
6" Water Tap	\$16,550.00	\$24,550.00
Meter Drops		

**TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2026
FEE AND RATE SCHEDULE**

3/4" Water Meter	\$350.00	\$400.00
1" Water Meter	\$500.00	\$550.00
2" Water Meter	\$825.00	\$875.00
6" Water Meter	Special Order	Special Order
Irrigation Installation	Subject to all applicable tap and connection fees.	
System Development Fee	Rate Varies	

A new water tap consists of these components: connection fee, deposit, water tap fee, meter drop fee, system development fee, and possible paving cut or boring fees. System development fees are assessed to water customers for their use of water system capacity and serve as an equitable method by which to recover up-front system costs from those using the water capacity. North Carolina General Statute §162A, Article 8 provides the uniform authority to implement system development fees for public water systems in North Carolina. Revenues from this fee are set aside in a capital reserve fund, per NCGS §162A Article 8.

Sanitation

Waste Reduction Fee - per living unit or business \$8.00

All residents and businesses within town limits are offered sanitation services. The town does not offer collection services to commercial dumpsters. Refuse is collected once each week and recycling is collected every other week.

Special Waste Collection

Bulk Pick-Up	1 Free (monthly)
Additional Bulk Pick-Up (per item)	\$25.00
White Goods	No Charge
TV Pick-Up	\$10.00
Brush & Yard Waste	Contact Public Works

Residents must contact the Public Works Department to request a pickup. Special collections does not include any material used in construction, remodeling, wrecking, or repair of any building or real estate improvements, including carpet and toilets. No automotive parts, fluids, or tires will be collected.

Stormwater

Utility Fee	Monthly
Tier 1- Residential (minimal impact)	\$6.00
Tier 2 - Commercial & Institutional (moderate impact)	\$20.00
Tier 3 - Undeveloped	\$0.00
Tier 4 - Exempt Government Properties	\$0.00
Tier 5 - Industrial (heavy impact)	\$100.00

Stormwater Utility Fee is charged to residents and businesses to fund the Town's federally mandated stormwater management program.

Town of Black Mountain 2026 Budget

Budget Overview

**“Alone, we can do so little; together, we can do so much” –
Helen Keller**

A collage of 15 photographs showing various community events and services in Black Mountain, NC. The images include: a person in a safety vest near a stream; a group of people posing for a photo; a person in an orange safety vest holding a sign; a scenic view of a lake with mountains in the background; two police cars; a large crowd of people at an outdoor event; a stone sign for 'TOWN of BLACK MOUNTAIN TOWN HALL'; a playground at sunset; a group of people sitting on a bench; a fire truck; a group of people working on a project; a person in a safety vest holding a sign; a person in a safety vest holding a sign; a person in a safety vest holding a sign; a person in a safety vest holding a sign.

Town of Black Mountain FY26 Town Manager's Adopted Budget

"Communication is the real work of leadership." - Nitin Nohria



THE CONSIDERATION AND APPROVAL OF THE OPERATING BUDGET IS CONSIDERED THE SINGLE MOST IMPORTANT POLICY DECISION THAT THE TOWN COUNCIL MAKES ANNUALLY.



THE BUDGET SETS THE VISION OF THE COUNCIL AND REFLECTS THE NEEDS OF THE COMMUNITY.



OBJECTIVES: TO PROVIDE A 2025 BUDGET SUMMARY AND COMPARISON TO ASSIST THE COUNCIL WITH THE BUDGET PROCESS.

Budget Summary Points



The FY26 budget totals approx. \$19.5 million across all Funds



No Property Tax Increase



3% COLA (Cost of Living Adjustment) to permanent Employees



New Positions: 4 full-time and 1 part-time



The Waste Reduction Fee will increase \$3.00 per month/ living unit



Water rates will increase by Approx. 15%

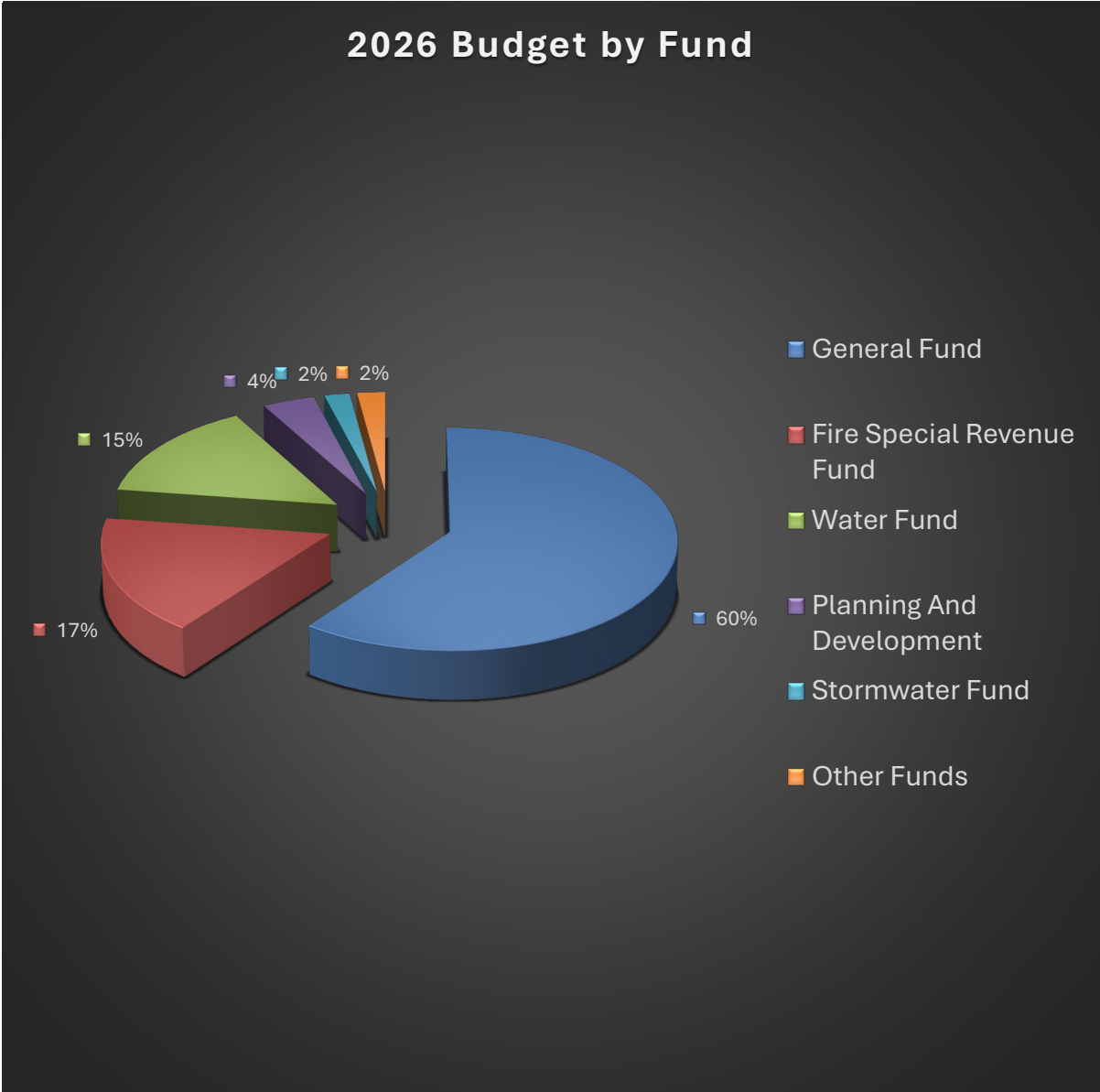


Major Capital Expenditures:

Street Paving	2 Police Vehicles
Golf Course Equipment	Public Safety-Generator

TOWN-WIDE FY26 BUDGET

Fund	2026 Budget Requested
General Fund	\$11,785,500
Fire Special Revenue Fund	\$3,342,200
Water Fund	\$2,858,450
Planning And Development	\$784,300
Stormwater Fund	\$378,600
Other Funds	\$420,200
Grand Total	\$19,569,250



Budget Comparison

Fund	2023 Actual	2024 Actual	2025 Amended Budget	2026 Budget Requested	Budget % Change from Prior Year
General Fund	\$11,392,860	\$12,773,418	\$15,874,456	\$11,775,500	-25.82%
Fire Special Revenue Fund	\$2,914,958	\$3,429,428	\$3,642,051	\$3,332,200	-8.51%
Water Fund	\$2,497,917	\$3,779,634	\$3,286,430	\$2,858,450	-13.02%
Planning And Development	\$664,145	\$743,708	\$1,002,260	\$784,300	-21.75%
Stormwater Fund	\$261,574	\$317,916	\$566,980	\$378,600	-33.23%
Other Funds	\$469,980	\$140,207	\$711,800	\$420,200	-40.97%
Grand Total	\$18,201,433	\$21,184,311	\$25,083,977	\$19,549,250	-22.06%

MAJOR FUNDS



GENERAL FUND



FIRE DEPARTMENT



PLANNING AND
DEVELOPMENT
SERVICES



WATER FUND

General Fund Summary

Category	2026 Budget Requested	2025 Amended Budget	2024 Actual	2023 Actual
Revenue				
Ad Valorem Taxes	\$5,722,500	\$5,600,000	\$5,502,541	\$5,038,554
Intergovernmental - Unrestricted	\$3,648,500	\$3,560,500	\$3,467,360	\$3,347,206
Investment Income	\$230,000	\$304,800	\$319,745	\$165,350
Miscellaneous Income	\$22,600	\$29,500	\$27,657	\$27,969
Other Financing Sources	\$490,950	\$4,713,996	\$310,743	\$3,283,385
Other Taxes and Licenses	\$51,000	\$49,400	\$49,127	\$47,089
Permits and Fees	\$7,000	\$14,600	\$8,555	\$17,939
Restricted	\$66,150	\$67,500	\$199,923	\$62,981
Sales and Services	\$1,546,800	\$1,534,160	\$1,451,906	\$1,073,489
Revenue Total	\$11,785,500	\$15,874,456	\$11,337,557	\$13,063,960
Expense				
Capital Outlay	\$190,000	\$779,448	\$966,503	\$1,055,474
Council Appropriations	\$44,000	\$59,880	\$59,505	\$53,579
Debt Service	\$580,650	\$589,050	\$598,479	\$328,366
Employment and Retention Cost	\$215,500	\$244,992	\$161,317	\$153,086
Events, Programs, Activities	\$106,900	\$102,600	\$60,821	\$35,370
Lease and Rentals	\$15,800	\$128,100	\$100,035	\$87,129
Operational Services and Supplies	\$2,253,100	\$2,618,077	\$2,285,382	\$2,408,184
Other Financing Uses	\$1,764,250	\$4,921,220	\$2,691,480	\$2,434,665
Other Operating Expense	\$446,550	\$415,570	\$539,342	\$411,679
Personnel Services and Employee Benefits	\$6,168,750	\$6,015,520	\$5,310,554	\$4,425,329
Expense Total	\$11,785,500	\$15,874,456	\$12,773,418	\$11,392,860

Fire Department Fund Summary



Category	2026 Budget Requested	2025 Amended Budget	2024 Actual	2023 Actual
Revenue				
Ad Valorem Taxes	\$1,117,650	\$1,135,000	\$1,118,163	\$1,093,497
Investment Income	\$8,000	\$14,500	\$15,719	\$12,372
Miscellaneous Income	\$12,000	\$6,000	\$51,160	\$36,690
Other Financing Sources	\$1,770,050	\$2,010,051	\$1,928,755	\$1,057,415
Permits and Fees	\$10,000	\$1,000	\$150	\$22,170
Restricted	\$424,500	\$475,500	\$464,251	\$476,631
Revenue Total	\$3,342,200	\$3,642,051	\$3,578,198	\$2,698,775
Expense				
Capital Outlay	\$15,000	\$457,930	\$631,039	\$383,669
Debt Service	\$54,300	\$54,300	\$4,487	\$0
Employment and Retention Cost	\$128,450	\$103,000	\$79,403	\$111,645
Lease and Rentals	\$0	\$0	\$0	\$2,046
Operational Services and Supplies	\$185,800	\$251,321	\$184,050	\$207,035
Other Financing Uses	\$0	\$0	\$0	\$100,000
Other Operating Expense	\$93,500	\$82,000	\$82,056	\$90,997
Personnel Services and Employee Benefits	\$2,865,150	\$2,693,500	\$2,448,394	\$2,019,565
Expense Total	\$3,342,200	\$3,642,051	\$3,429,428	\$2,914,958

Planning and Development Fund

Category	2026 Budget Requested	2025 Amended Budget	2024 Actuals	2023 Actuals
Revenue				
Investment Income	\$3,600	\$4,800	\$5,242	\$1,741
Miscellaneous Income	\$0	\$0	\$25	\$7,633
Other Financing Sources	\$355,600	\$930,360	\$421,600	\$241,250
Permits and Fees	\$425,100	\$67,100	\$427,930	\$313,107
Restricted	\$0	\$0	\$27,800	\$0
Revenue Total	\$784,300	\$1,002,260	\$882,596	\$563,731
Expense				
Capital Outlay	\$0	\$126,000	\$44,934	\$6,975
Employment and Retention Cost	\$17,400	\$13,500	\$14,026	\$6,601
Lease and Rentals	\$3,100	\$5,000	\$3,030	\$2,560
Operational Services and Supplies	\$55,600	\$244,430	\$150,178	\$202,677
Other Financing Uses	\$0	\$1,500	\$0	\$0
Other Operating Expense	\$7,000	\$7,500	\$5,714	\$2,849
Personnel Services and Employee Benefits	\$701,200	\$604,330	\$525,826	\$442,484
Expense Total	\$784,300	\$1,002,260	\$743,708	\$664,145

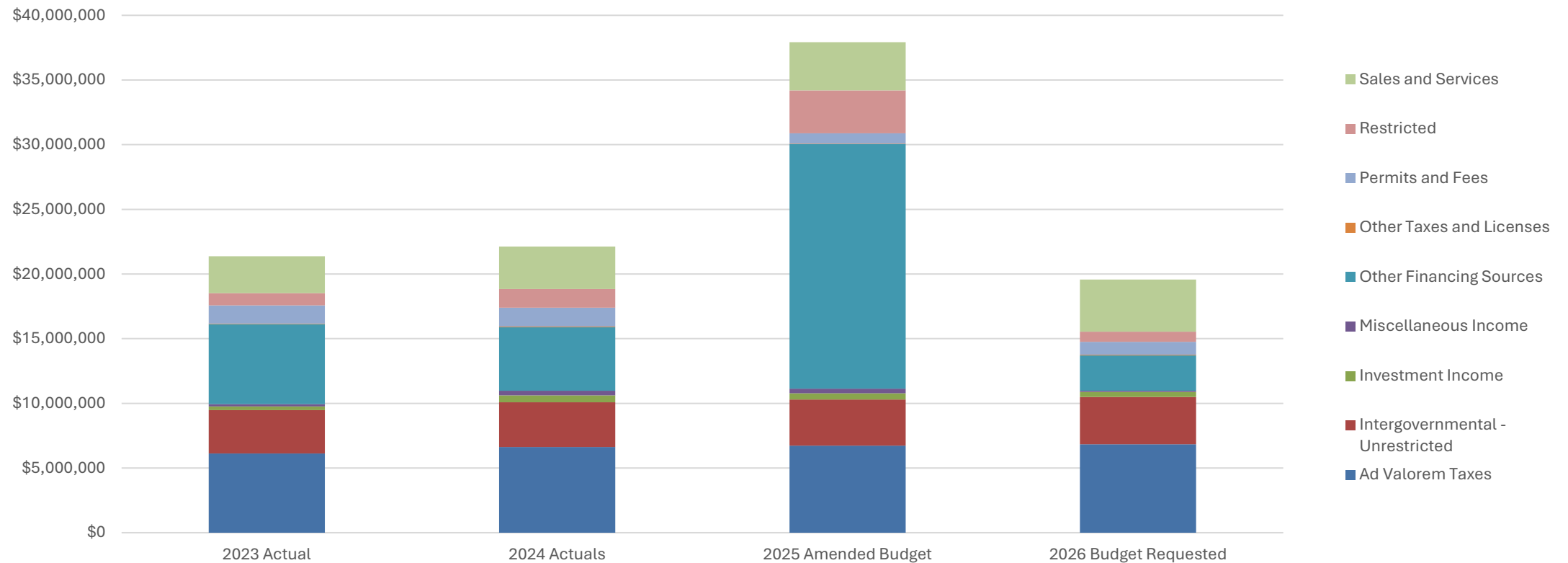
Water Fund

Category	2026 Requested Requested	2025 Amended Budget	2024 Actuals	2023 Actuals
Revenue				
Sales and Services	\$2,475,350	\$2,190,000	\$1,828,846	\$1,788,067
Permits and Fees	\$173,000	\$329,000	\$611,567	\$664,461
Investment Income	\$120,000	\$140,000	\$150,029	\$64,743
Miscellaneous Income	\$58,000	\$55,500	\$70,959	\$58,834
Other Financing Sources	\$32,100	\$571,930	\$0	\$1,649
Revenue Total	\$2,858,450	\$3,286,430	\$2,661,401	\$2,577,754
Expense				
Operational Services and Supplies	\$1,344,700	\$1,106,152	\$959,696	\$955,012
Personnel Services and Employee Benefits	\$1,241,540	\$1,084,280	\$942,407	\$694,918
Debt Service	\$181,510	\$183,300	\$348,616	\$24,929
Other Operating Expense	\$69,400	\$69,227	\$431,435	\$410,934
Employment and Retention Cost	\$21,300	\$23,156	\$13,912	\$10,916
Other Financing Uses	\$0	\$10,000	\$233,427	\$372,713
Capital Outlay	\$0	\$810,200	\$847,998	\$26,765
Lease and Rentals	\$0	\$115	\$2,144	\$1,731
Expense Total	\$2,858,450	\$3,286,430	\$3,779,634	\$2,497,917

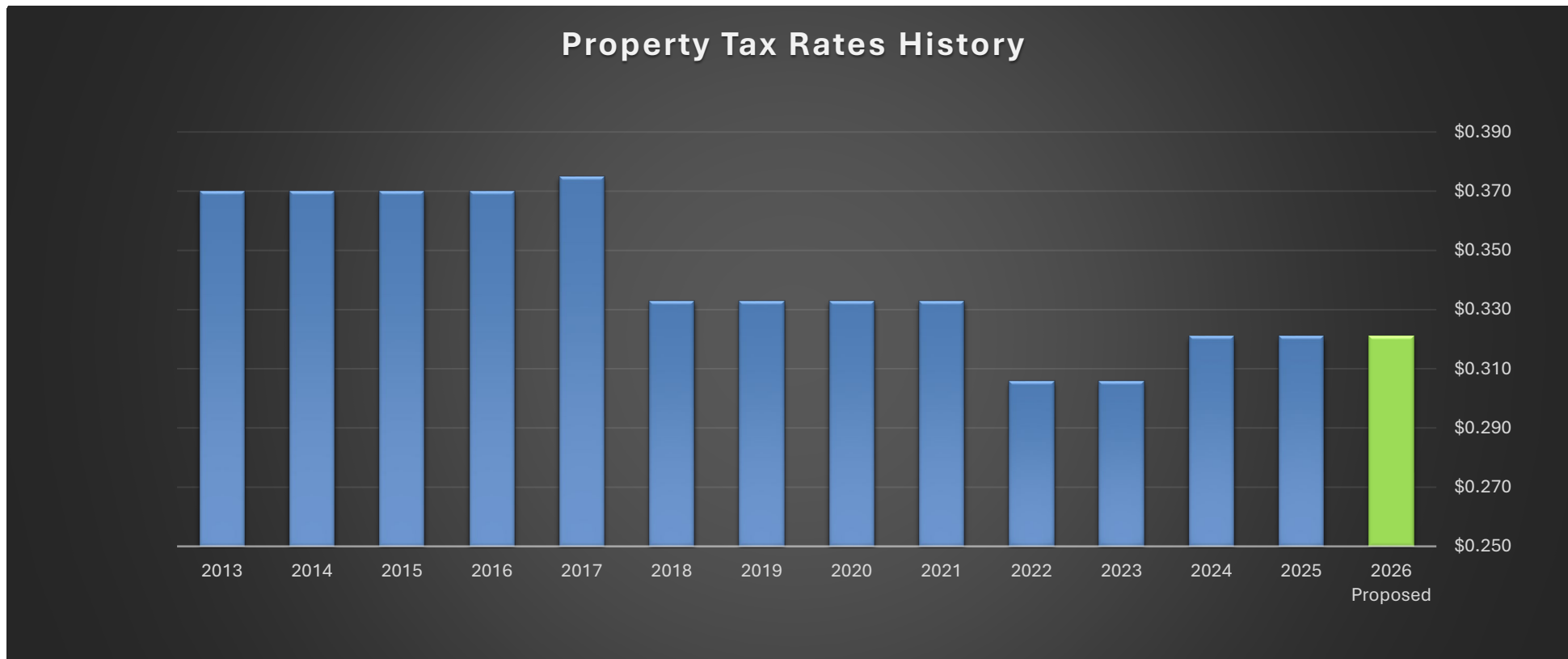
REVENUES



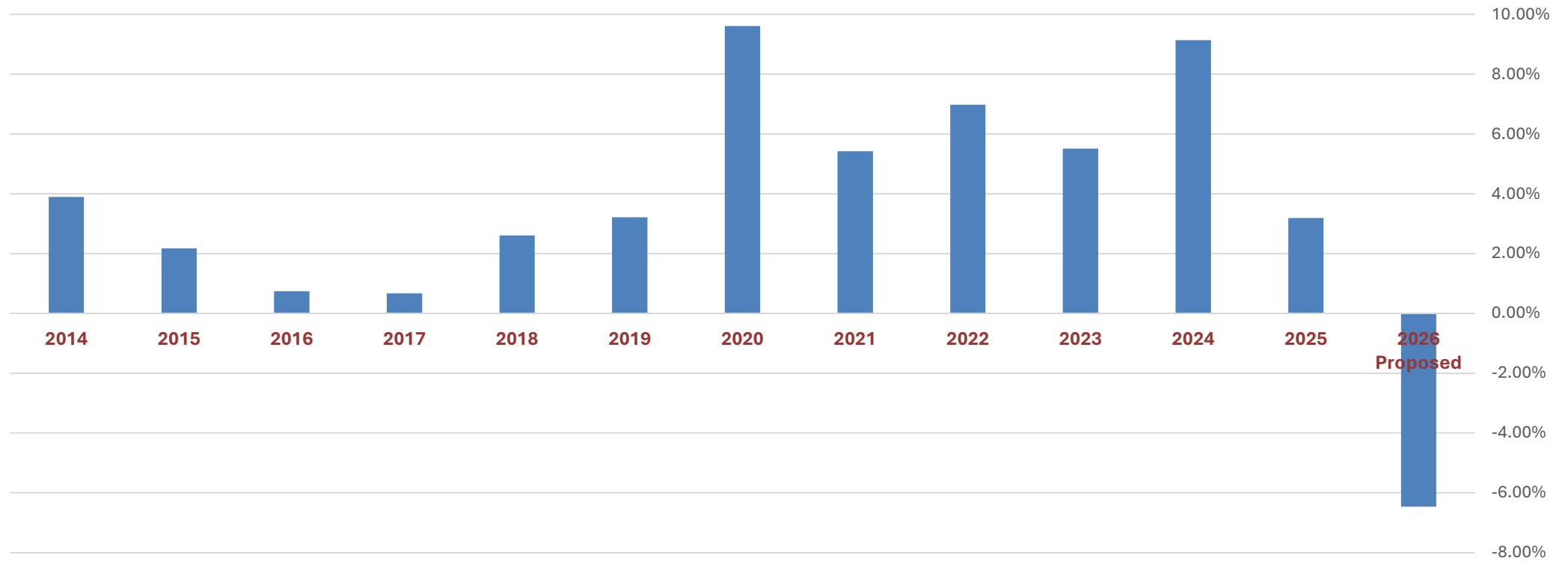
Revenue by Source Comparison



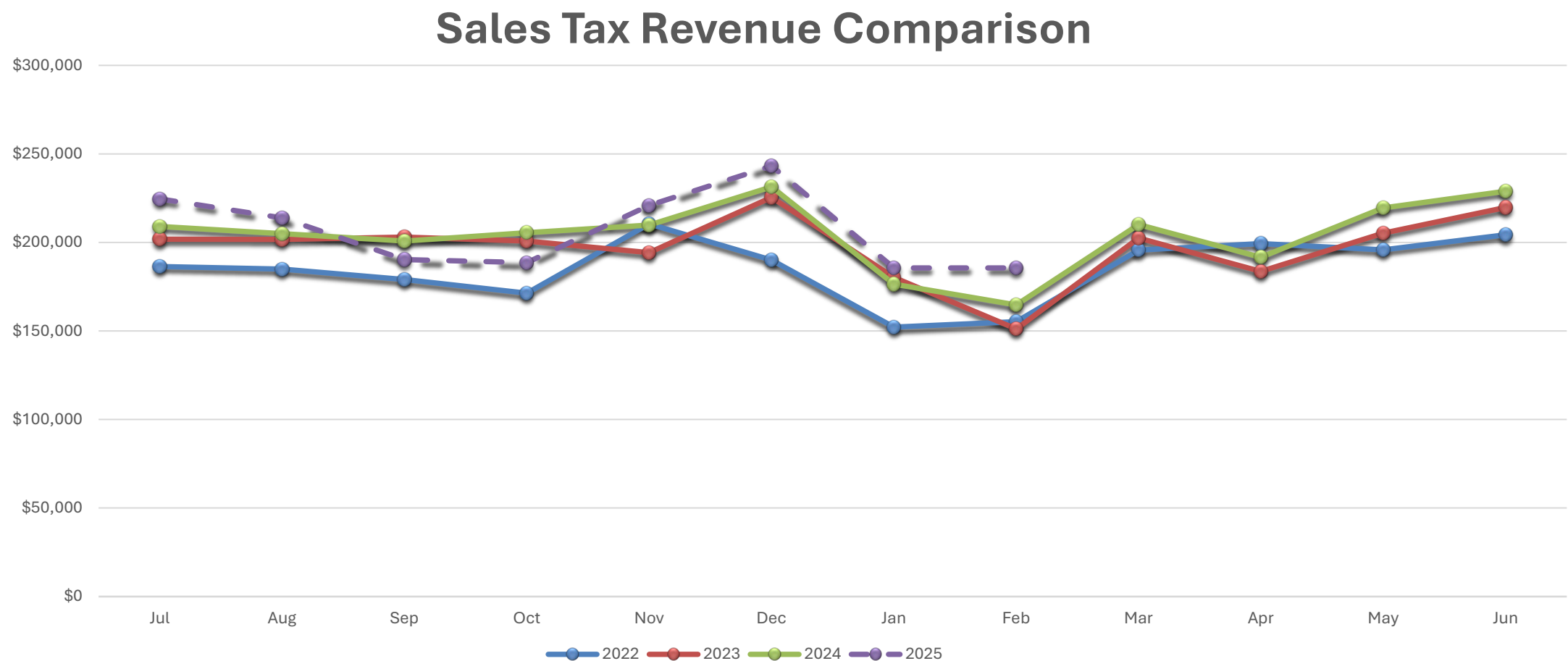
Property Tax Rate Comparison



Property Tax Growth



Sales Tax Revenue Comparison



Revenue Changes

- **Waste Reduction Fee**

- Adopted \$3 increase per monthly billing cycle
- Estimated FY26 Revenue impact: \$153,500

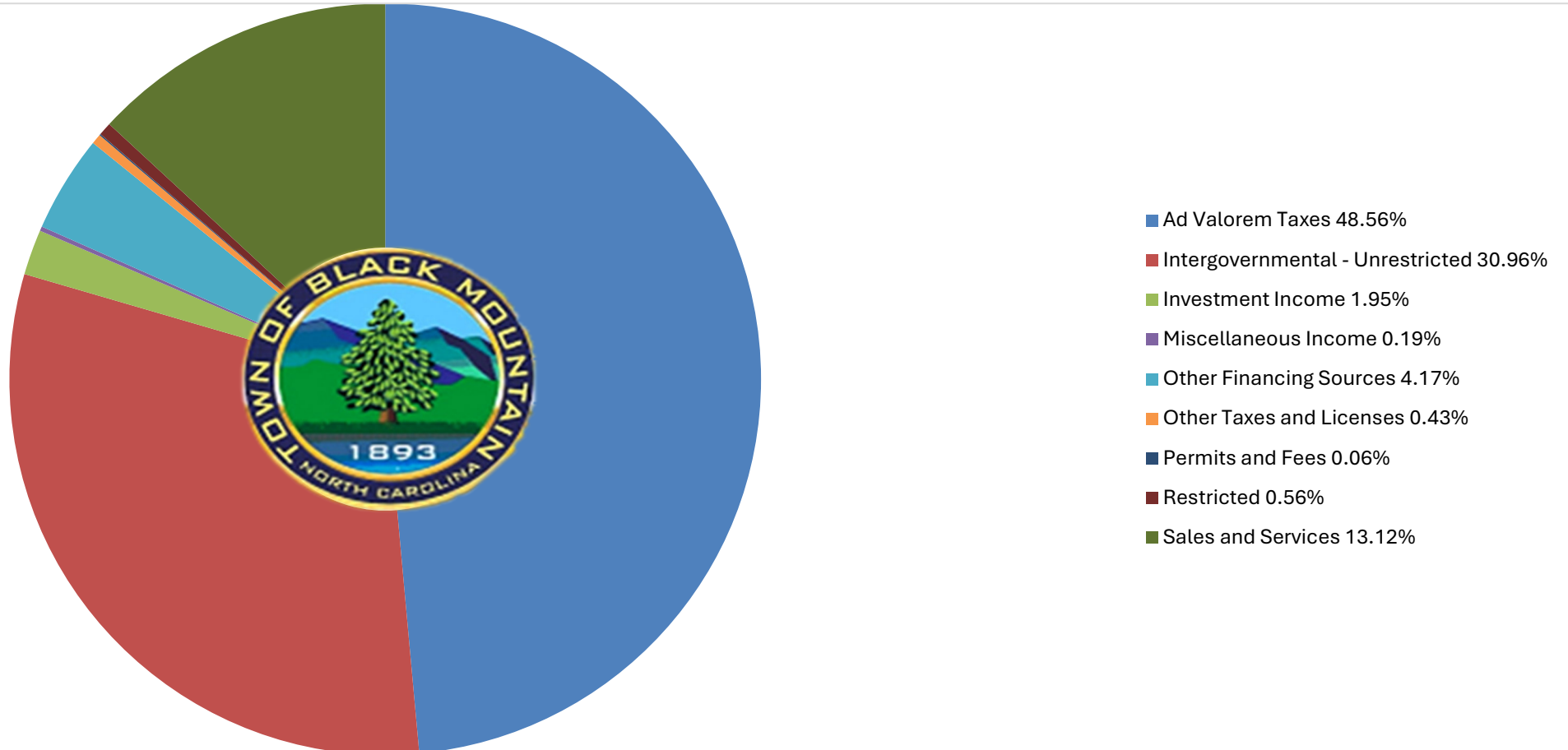
- **Utility Water Fees**

Adopted rate increase based on the Town's prior Rate Study and the City of Asheville's Water Rate Increase.

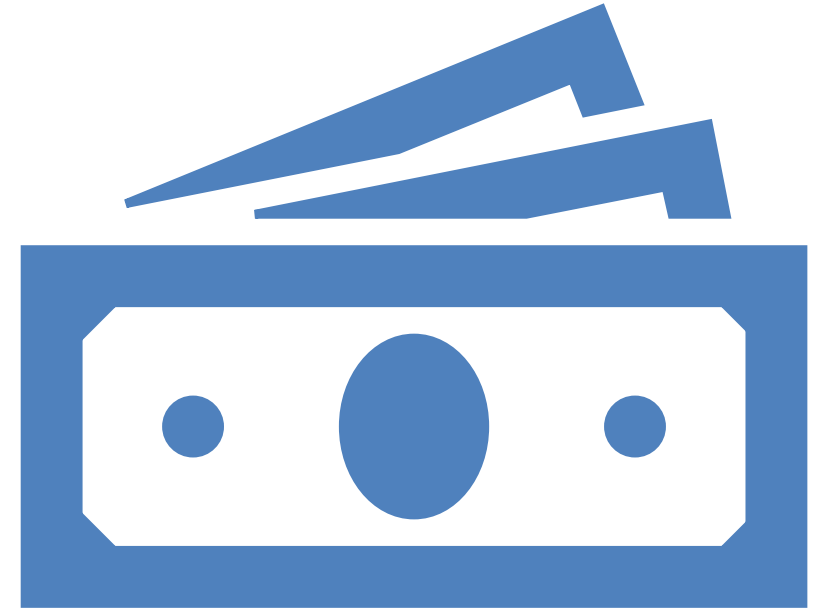
- 15% Average Increase
- Estimated FY26 Revenue impact: \$285,000



General Fund Revenue Sources



Expenditures



Expenses by Function Comparison

Expense Function	2026 Budget Requested	2025 Amended Budget	2024 Actuals	2023 Actuals
Public Safety	\$7,318,850	\$7,586,069	\$6,916,750	\$6,029,612
Water Resources	\$2,858,450	\$3,276,430	\$3,546,207	\$2,125,204
Public Works	\$2,690,150	\$3,365,110	\$2,739,432	\$2,571,774
General Government	\$2,045,900	\$2,158,220	\$1,862,849	\$1,865,828
Transfers	\$1,764,250	\$5,432,720	\$4,164,907	\$2,907,378
Cultural and Recreation	\$1,715,750	\$2,084,688	\$2,151,069	\$1,763,918
Community and Economic Development	\$797,300	\$1,013,760	\$753,475	\$676,145
Stormwater	\$378,600	\$566,980	\$317,916	\$261,574
Grand Total	\$19,569,250	\$25,483,977	\$22,452,604	\$18,201,433

Where Does My Dollar Go?





TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** June 9, 2025

AGENDA SECTION: Public Hearing **DEPARTMENT:** Town Clerk

TITLE OF ITEM: Consideration of an Ordinance granting to Public Service Company of North Carolina, Incorporated, its successors and assigns, the right to use and occupy the public ways of the Town of Black Mountain, North Carolina, for the construction, operation and maintenance of a gas utility system and all necessary means for transmitting and distributing gas within said town for a period of 30 years.

SUGGESTED MOTION(S):

Motion to approve the Ordinance granting Public Service Company of NC Incorporated, its successors and assigns, the right to use and occupy the public ways of the Town of Black Mountain, North Carolina, for the construction, operation and maintenance of a gas utility system and all necessary means for transmitting and distributing gas within said town for a period of 30 years.

SUMMARY:

The current franchise ordinance that grants Public Service Company of NC, Inc. the right to construct, operate and maintain a gas utility system within the Town of Black Mountain was first adopted on July 10, 1995, for a period of thirty (30) years, expiring in July 2025 (Reference Ordinance #: O-95-10). This proposed ordinance would approve a new franchise ordinance allowing Public Service Company of NC, Inc. to continue the same operations of a gas utility system within the town for another thirty (30) year period. This company's d.b.a. is Enbridge Gas North Carolina (formerly known as Dominion Energy).

A copy of the proposed ordinance is attached for your review, as well as a copy of the current franchise ordinance (O-95-10) that was adopted on July 10, 1995 by the Town Aldermen (now referred to as Town Council). The Town Attorney has received the proposed ordinance and has reviewed.

The Council will first hold a public hearing to give citizens an opportunity to speak on this item. Following the hearing, the Council may discuss and proceed with approving the ordinance.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 2025 Renewal Draft_Black Mountain Franchise Agreement_Public Service Company of NC_Gas Utilities_renewal_updated_2025.03.21
2. 1995 Black Mountain Franchise Agreement_Public Service Company of NC_Gas Utilities_approved July 10, 1995

ORDINANCE

AN ORDINANCE GRANTING TO PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE AND OCCUPY THE PUBLIC WAYS OF THE TOWN OF BLACK MOUNTAIN NORTH CAROLINA, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS UTILITY SYSTEM AND ALL NECESSARY MEANS FOR TRANSMITTING AND DISTRIBUTING GAS WITHIN SAID TOWN FOR A PERIOD OF 30 YEARS.

WHEREAS, Public Service Company of North Carolina, Incorporated proposes to continue to construct, operate and maintain a Gas Utility System and all necessary means for transmission and distribution of gas within the Town of Black Mountain North Carolina, (the "Town") and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Black Mountain North Carolina as follows:

SECTION 1. DEFINITIONS.

Whenever and wherever used in this Ordinance the following words and names shall have the following meanings:

- (a) **(CITY COUNCIL, TOWN BOARD, VILLAGE COUNCIL, BOARD OF COMMISSIONERS)** shall mean the governing body of the Town of Black Mountain North Carolina, as now or hereafter constituted.
- (b) **COMPANY** shall mean Public Service Company of North Carolina, Incorporated, its successors, and assigns.
- (c) **(CITY, TOWN, VILLAGE)** shall mean the Town of Black Mountain, North Carolina, including its present and future boundaries.
- (d) **DEPARTMENT OF TRANSPORTATION** shall mean the North Carolina Department of Transportation or its successor.
- (e) **GAS** shall mean natural gas, mixed gas and substitute fuels carried over the Company's facilities as authorized by the North Carolina Utilities Commission.

- (f) **GAS UTILITY SYSTEM** shall mean all facilities of the Company in the Town used for the transmission or distribution of Gas within the Town.
- (g) **FERC** shall mean any reference made to the Federal Energy Regulatory Commission or its successor.
- (h) **COMMISSION** shall mean the North Carolina Utilities Commission, or any successor body lawfully constituted.
- (i) **PUBLIC WAY OR WAYS** shall mean any public street, avenue, road, alley, lane, bridge, or other public right-of-way within the Town over which the Town has jurisdiction or exercises control.
- (j) **GOOD UTILITY PRACTICES** shall mean the practices, methods and acts engaged in or approved by a significant portion of the gas industry during the relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, requirements of governmental agencies having jurisdiction, and at the lowest reasonable cost. The term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods, or acts.

SECTION 2. Grant of Authority

The right, power and authority is hereby granted to and vested in the Company to construct, install, replace, repair, maintain and operate transmission mains, gas mains, pipes, equipment, service lines, communications lines, facilities and other appurtenant apparatus of the gas system, for the purpose of operating a natural gas system along, across, and under the streets, alleys, bridges, rights-of-way, and other public places of the Town together with any necessary rights of access thereto; and to use that natural gas system to conduct a gas business. This granting of authority is provided that the Town as of the applicable time, has jurisdiction or exercises control of the public ways. This Franchise

Agreement shall also permit the Company to exercise the rights granted herein without the need for additional permit(s) from the Town.

SECTION 3. Conditions on Use of Public Ways

(a) No street, alley, bridge, right-of-way, or other public place used by the Company shall be obstructed longer than reasonably necessary during its work of construction or repair and shall be restored to the same good order and condition as when said work was commenced. However, should any such damage occur due to the Company's failure to use due care, the Company shall repair the same as promptly as possible, and, in default thereof, the Town, after written notice and opportunity for the Company to repair, may make such repairs and charge the reasonable cost thereof and collect the same from the Company.

(b) All work upon the streets and public places of the Town shall be done subject to reasonable inspection of the Town Manager or designee (or other legally constituted governing body) of the Town, all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced by the Company, its successors and assigns, to the reasonable requirements of the Town.

SECTION 4. Annexation Notification

The Town shall mail to the Company areas annexed into the Town. Said notices shall include pertinent maps and/or tax map numbers, so that newly annexed customers may be identified. Any written notice to the Company shall be sent to Public Service Company of North Carolina, GIS Services-Annexations, 800-A Gaston Road, Gastonia, NC 28056.

SECTION 5. Service

(a) The Company may supply any form of gas containing approximately one thousand (1,000) BTU's per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to reasonably obtain an adequate supply of such gas hereunder, provided, however, that in the supply

of such gas the customers within the Town shall enjoy equal rights with respect to other similar customers served by the Company consistent with Commission rules and regulations.

(b) The Company shall, as with all other conditions and elements of service not fixed herein, be and remain subject to the rules and regulations of the Commission, Department of Transportation, and FERC or its successors, applicable to gas service in the Town.

SECTION 6. Nonexclusive Grant and Term

(a) The gas franchise granted by this Ordinance is not exclusive. The Town may grant the same or similar rights and privileges to other certified persons or companies at any time, provided that any such grants shall be made under terms and conditions which do not materially impair the exercise of the rights and privileges granted to the Company under this franchise.

(b) Upon ratification and acceptance, this franchise shall constitute a contract between the Town and the Company and shall be in force and effect for an initial term of 30 years and shall continue in force and effect year-to-year thereafter until properly terminated by either party. Either party may terminate the contract at the end of its initial term or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination.

SECTION 7. Franchise Not Waiver of Law

This franchise is subject to the constitution and laws of the State of North Carolina and is not a waiver of any present or future law or regulation. This franchise is not a limitation of the authority of the Town to enact any ordinance or policy that does not diminish, conflict, or impair the rights and authority granted to the Company in this franchise or otherwise impose additional obligations on the Company in order to exercise the rights granted herein.

SECTION 8. Regulations, Safety and Customer Service

(a) Gas utility service is not guaranteed to be free from interruptions, supply failure or outages.

(b) The Company will restore gas utility service using Good Utility practices.

(c) The Company shall maintain and operate its Gas Utility System in compliance with applicable State and Federal maintenance and safety regulations.

(d) Company vehicles responding to natural gas emergencies may park as close to the location of the emergency as is practicable.

SECTION 9. Commission Rules and Rates

The Company may from time to time declare, make, and enforce such rules and regulations as shall have been fixed or allowed by the Commission as to the sale or distribution of Gas to any of its customers in the Town. The rates to be charged for Gas at all times shall be such rates as are fixed or allowed by the Commission, including such rates as shall be negotiated by the Company with certain industrial or commercial customers pursuant to authority granted by the Commission.

SECTION 10. Plat of Gas Utility System

The Company shall maintain maps or plats of its Gas Utility System within the area covered by this franchise. Such maps or plats shall be maintained in the Company's offices, and the Town may review the same during any regular business hours of the Company.

SECTION 11. Bankruptcy, Successors, Assigns

In the event the Company is adjudged bankrupt or its assets are placed in the hands of a receiver or other court officer, either voluntarily or involuntarily, then the interest, rights and remedies of the Town in respect to said properties and operations shall not be affected or prejudiced, and any receiver, assignee, trustee, purchaser or successor, whether by operation of law or otherwise, so succeeding to or representing the interest or position of the Company, shall be bound by this Ordinance and the terms and provisions hereof and shall be bound to carry out and perform the obligations and duties imposed upon the Company by this Ordinance. Likewise, if the Company reorganizes, merges, or consolidates with any other company, then the Town is bound by this Ordinance.

SECTION 12. Revocation

In the event the Company fails to comply with the provisions of this Ordinance and, within thirty (30) days after receipt of written notice from the Town, the Company fails to cure or remedy such default, or to have begun reasonable measures to do so, then the Town may cause the Company to appear at a hearing before the Town upon thirty (30) days prior written notice. Any written notice to the Company shall be sent to Public Service Company of North Carolina, 800 Gaston Road Gastonia, NC 28053-1398, Attention: Local Government and Economic Development Manager. If at such hearing the Town should determine that the Company's failure or default has been substantial, repeated or flagrant, then upon such determination the Town may revoke and terminate this franchise; provided, however, that the Company may file with the Town within ten (10) days after such determination the Company's election to appeal to the proper North Carolina court, during the pendency of which the Ordinance shall remain in full force and effect. In that event the Town and Company agree that such court shall hear and determine *de novo* whether there has been substantial, repeated, or flagrant failure or default by the Company of the terms, conditions, or obligations of this Ordinance. Failure or default which cannot be corrected by the Company shall not be grounds for revocation or termination unless such failure or default shall be determined to be material and continuing.

SECTION 13. Indemnification:

The Company shall indemnify and hold harmless the Town, its officers, and employees from any losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from the action or inaction of the Company in constructing, operating, or maintaining a gas system, in carrying on the business of selling, transmitting or distributing gas, or in exercising or failure to exercise any right or privilege granted by this franchise and save and except for any such losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from, or contributed to, by the negligent action or inaction of the Town or any of its officers, agents, or employees. Provided, however, the Company's indemnification at any time is conditioned on the Town having notified the Company in writing of any such claim, demand, or suit within such time as

to give the Company reasonable opportunity to resolve or defend the same on behalf of the Town. In the event of such notification, the Company shall have the sole and full responsibility for the resolution and defense of any such claim, demand, or suit on behalf of the Town, and the Town shall cooperate fully with the Company in any such undertaking. If after proper notification, the Company fails to undertake any such responsibility, the Town shall have the right to resolve or defend any such claim, demand, or suit at the expense of the Company.

SECTION 14. Severability, Third Party Rights

- (a) If any provision in this contract is determined to be invalid, void, or unenforceable by any court or regulatory body having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders, and regulations of any governmental authority having jurisdiction over the parties, their facilities, or gas supply, this Contract or transaction or any provisions thereof.
- (b) The rights hereunder in this Ordinance accrue exclusively to the parties, their successors, and assigns. It is the express intent of the parties that this franchise shall not create any rights in third parties.

SECTION 15. Effective Date, Term, Adoption, and Ratification

- (a) This Ordinance shall be effective from and after the ____ day of _____, 2025 provided the Company shall have executed the written acceptance hereof at the end of this Ordinance, and shall exist in force for a period of 30 years hereafter, and continue in force year to year thereafter until cancelled upon written notice of either party at least one year in advance.
- (b) All other Ordinances and clauses of Ordinances in conflict herewith are hereby repealed.

Adopted by the Town of Black Mountain the ____ day of _____, 2025, and hereby ratified.

C. Michael Sobol, Mayor

ATTEST:

APPROVED AS TO FORM:

Wesley Barker, Clerk

Attorney

ACCEPTANCE BY COMPANY

Public Service Company of North Carolina, Incorporated, does hereby accept and acknowledge the foregoing Ordinance, and in consideration of the benefits and privileges granted to it does hereby agree to the terms and conditions therein provided.

This is the _____ day of _____, 2025.

PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED

By: _____
D. Russell Harris
Vice President and General Manager

ATTEST:

Kelly Gray
(Corporate Seal)

Its: Assistant Corporate Secretary

ORDINANCE

**AN ORDINANCE GRANTING A GAS FRANCHISE TO PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED, ITS SUCCESSORS AND ASSIGNS,
FOR THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA, FOR A
PERIOD OF THIRTY (30) YEARS**

BE IT ORDAINED by the Board of Aldermen of the Town of Black Mountain,
North Carolina:

SECTION 1. Definitions.

Whenever and wherever used in this Ordinance the following words and names
shall have the following respective meanings:

- (a) **BOARD OF ALDERMEN** shall mean the Board of Aldermen of the Town
of Black Mountain, North Carolina, as now or hereafter constituted.
- (b) **COMPANY** shall mean Public Service Company of North Carolina,
Incorporated, its successors and assigns.
- (c) **TOWN** shall mean the Town of Black Mountain, North Carolina, including
its present and future Town limits.
- (d) **DEPARTMENT OF TRANSPORTATION** shall mean the North Carolina
Department of Transportation or its successors.
- (e) **GAS** shall mean natural gas, mixed gas and substitute fuels carried over
the Company's facilities as authorized by the North Carolina Utilities
Commission.
- (f) **GAS SYSTEM** shall mean all facilities of the Company in the Town used
for the transmission or distribution of Gas within the Town.
- (g) **COMMISSION** shall mean the North Carolina Utilities Commission or any

successor body lawfully constituted.

- (h) **FERC** shall mean the Federal Energy Regulatory Commission or its successor.
- (i) **PUBLIC WAY OR WAYS** shall mean any public street, avenue, road, alley, lane, bridge or other public right-of-way within the Town over which the Town as of the applicable time has jurisdiction or exercises control.

SECTION 2. Grant of Authority.

The Town hereby grants to the Company the right and privilege to construct, operate and maintain a gas utility system within the Town for the transmission, distribution and sale of Gas to customers or users of the Company. The Company shall have the right, authority and privilege to construct, install, operate, maintain, lay, re-lay, renew, replace and repair gas pipes, mains, pipelines and necessary appurtenances thereto in, through, across, along and under the Public Ways within the Town for the pumping, handling, transmission, distribution and sale of Gas for any and all purposes, and for such objects and purposes to take up the pavement in Public Ways, and to make such excavation and changes therein as may be necessary therefor.

SECTION 3. Nonexclusive Grant.

This franchise is not exclusive. The Town may grant the same or similar rights and privileges to other persons at any time, provided that any such grants shall be made under terms and conditions which do not materially impair the exercise of the rights and privileges granted to the Company under this franchise.

SECTION 4. Franchise Not Waiver of Law.

This franchise is not a waiver of any present or future law or regulation. This franchise is not a limitation upon the authority of the Town to adopt any law or regulation.

SECTION 5. Conflict with Other Regulations.

In the event any provision of this franchise is in conflict with any rule of the Commission or FERC, so that the Company cannot reasonably comply both with the provisions of this franchise and any rule of the Commission or FERC, then the Company shall comply with such Commission or FERC rule instead of the conflicting provision of this franchise.

SECTION 6. Service Standards.

- (a) The Company shall maintain and operate its Gas System in a reasonably efficient manner in order to supply adequate gas service to its customers in the Town.

- (b) The Company shall comply with all applicable ordinances and regulations of the Town not in conflict with the rules of the Commission of FERC or with this franchise.
- (c) In the event of any interruption or impairment of service or failure of supply of Gas by reasons of force majeure, act of God, strike, breakdown, accident or other happening beyond the reasonable control of the Company, the Company shall use due diligence to restore such service within a reasonable time. Such interruption or failure shall not constitute a breach of this Ordinance.

SECTION 7. Conditions on Use of Public Ways.

- (a) The Company shall construct, operate and maintain its Gas System so as to cause the minimum reasonable interference with the public use of any Public Ways, or with any abutting property owner's access thereto.
- (b) The Company shall place the gas mains and pipes of its Gas System in the Public Ways at such location as the Town may prescribe. The Company shall construct and locate its gas mains and pipes so as not to interfere with existing sewer or water connections or sewer lines or water mains. The Company will take reasonable steps necessary to protect the facilities of the Town and other utilities during the work.
- (c) The Company shall coordinate with other utilities which use the Public

Way. Upon request of the Town, the Company shall provide information identifying the location of Company facilities.

SECTION 8. Excavation in Public Ways; Restoration; Damage.

- (a) Whenever the Company excavates in any of the Public Ways pursuant to this franchise, such excavation shall be made by the Company in compliance with the laws and regulations of the Town in effect at the time.
- (b) Upon installation by the Company of gas mains or pipes, the Company shall, without delay, refill the trenches in which the mains and pipes are located according to standards established by the Town. The Company shall promptly restore and replace the pavement, sidewalk, curbs or gutters in any Public Way destroyed, disturbed or damaged by such work.

SECTION 9. Inspection.

The Town shall have the right to inspect all construction and installation work performed by the Company pursuant to this Ordinance and to make such other inspections as it shall deem necessary to ensure compliance with this Ordinance by the Company.

SECTION 10. Indemnification.

The Company shall indemnify and hold harmless the Town, its officers and employees from any cost, expenses, claims, judgments, suits or demands resulting or arising from the action or inaction of the Company in constructing, operating or maintaining its Gas System, in carrying on the business of selling, transmitting or distributing Gas, or in exercising or failing to exercise any right or privilege granted by this Ordinance, save and except for any such losses, costs, expenses, claims, judgments, suits or demands resulting or in any manner arising from or contributed to by the negligent action or inaction of the Town or any of its officers, agents or employees. However, nothing herein shall be construed to be a waiver of the legal immunities of the Town or its officials, employees, or agents performing their official governmental functions. The Company's obligation to indemnify the Town and such persons at any time is conditioned, however, on the Town having notified the Company in writing of any such claim, demand or suit in sufficient time to give the Company reasonable opportunity to resolve or defend the same on behalf of the Town. In the event of such notification, the Company shall have the sole and full responsibility for the resolution and defense of any such claim, demand or suit on behalf of the Town, and the Town shall cooperate fully with the Company in any such undertaking. If, after proper notification, the Company fails to undertake any such responsibility, the Town shall have the right to resolve or defend any such claim, demand or suit at the expense of the Company.

SECTION 11. Rules and Regulations.

The Company may from time to time declare, make and enforce such rules and regulations as shall have been fixed or allowed by the Commission as to the sale or distribution of Gas to any of its customers in the Town.

SECTION 12. Rates.

The rates to be charged for Gas at all times shall be such rates as are fixed or allowed by the Commission, including such rates as shall be negotiated by the Company with certain industrial or commercial customers pursuant to authority granted by the Commission.

SECTION 13. Plat of Gas System.

The Company shall maintain maps or plats of its Gas System within the area covered by this franchise. Such maps or plats shall be maintained in the Company's offices, and the Town shall have access to the same during any regular business hours of the Company.

SECTION 14. Bankruptcy.

In the event (a) the Company is adjudged bankrupt or (b) its assets are placed in the hands of a receiver or other court officer, either voluntarily or involuntarily, or (c) the Company reorganizes, merges or consolidates with any other Company, or (d) the properties and business of the Company are foreclosed or sold to satisfy

any lien or indebtedness or obligation of the Company, then the interest, rights and remedies of the Town in respect to said properties and operations shall not be affected or prejudiced, and any receiver, assignee, trustee, purchaser or successor, whether by operation of law or otherwise, so succeeding to or representing the interest or position of the Company, shall be bound by this Ordinance and the terms and provisions hereof and shall be bound to carry out and perform the obligations and duties imposed upon the Company by this Ordinance.

SECTION 15. Revocation.

In the Event the Company violates or fails to perform any of the provisions of this Ordinance and within sixty days after receipt of written notice of the same from the Town has failed to cure or remedy, or to have begun reasonable steps to cure or remedy, any such violation, failure or default, then the Board of Aldermen may give at least thirty (30) days written notice to the Company specifying the violation or failure constituting the grounds for revocation and notifying the Company to appear at a hearing before the Board of Aldermen to show cause why this franchise should not be revoked. If at such hearing the Board of Aldermen should determine that the Company's violation, failure or default has been substantial, repeated or flagrant, then upon such determination the Board of Aldermen may revoke and terminate this franchise; provided, however, that the Company may file with the Town within ten (10) days after any such determination the Company's election to appeal such determination to the proper North Carolina court, and in that event the Town and the

Company agree that such court shall hear and determine de novo whether there has been a substantial, repeated or flagrant violation, failure or default by the Company of the terms, conditions or obligations of this ordinance. A violation or default which cannot be cured by the Company shall not be grounds for revocation and termination, unless such violation or default shall be determined to be material and continuing.

SECTION 16. Severability.

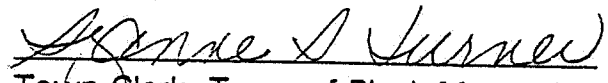
Should any court of competent jurisdiction declare any part, term or provision of this Ordinance illegal, unauthorized or in conflict with any law of the United States or the State of North Carolina, or to be in conflict with any valid rule or regulation duly promulgated by any agency or regulatory body of the United States or the State of North Carolina, the remaining portions or provisions of this Ordinance shall not be affected thereby.

SECTION 17. Certified Copy to Company.

The Town Clerk shall deliver to the Company an executed or conformed copy of this Ordinance and the Company's written acceptance thereof, certified as follows:

"Certified to be a true and exact copy of an ordinance duly adopted by the Board of Aldermen of the Town of Black Mountain, North Carolina, on the 10 day of July, 1995, and the acceptance thereof by Public Service Company of North Carolina, Incorporated. The 10 day of July, 1995."

(Town's Seal)


Town Clerk, Town of Black Mountain,
North Carolina

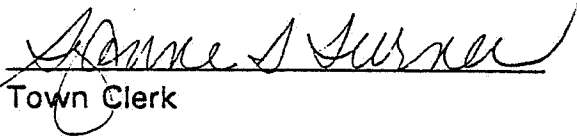
SECTION 18. Effective Date; Acceptance by Company; Term.

This Ordinance shall be effective from and after the 10th day of July, 1995, provided the Company shall have executed the written acceptance hereof at the end of this Ordinance, and shall exist and continue for a period of thirty (30) years hereafter. Adopted by the Board of Aldermen the 10th day of July, 1995.

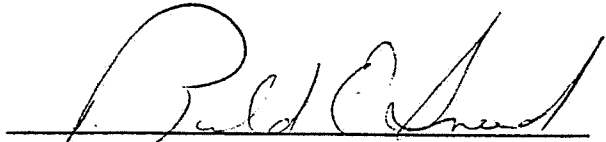


Mayor

Attest:


Town Clerk

APPROVED AS TO FORM



Town Attorney

Acknowledgement

NORTH CAROLINA

BUNCOMBE COUNTY

This is to certify that on the 10th day of July, 1995, before me personally came Suzanne S. Turner, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the Town Clerk and Carl R. Bartlett is the Mayor of the Town of Black Mountain, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the Town Clerk and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this the 10th day of July, 1995.

Debra B. Wilson
Notary Public

(SEAL)

My Commission Expires: 4/2/98

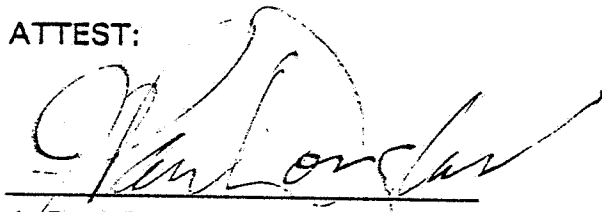
Acceptance of Franchise

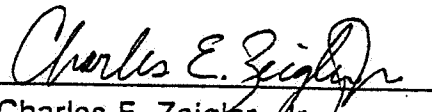
Public Service Company of North Carolina, Incorporated does hereby accept and approve the foregoing Ordinance and all its terms and conditions, and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe and perform all the obligations and undertakings therein provided to be carried out and performed by it.

This the 27th day of September, 1995.

PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED

ATTEST:


J. Paul Douglas
Corporate Secretary

By: 
Charles E. Zeigler, Jr.
Chairman, President and
Chief Executive Officer

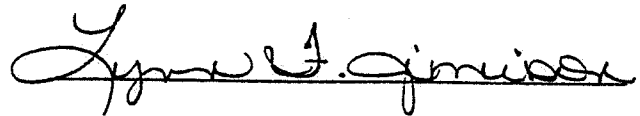
Acknowledgement

NORTH CAROLINA

GASTON COUNTY

This is to certify that on the 27th day of September, 1995,
before me personally came J. Paul Douglas, with whom I am personally acquainted,
who, being by me duly sworn, says that he is the Corporate Secretary, and Charles
E. Zeigler, Jr. is the Chairman, President and Chief Executive Officer of Public Service
Company of North Carolina, Incorporated, the corporation described in the foregoing
instrument; that he knows the common seal of said corporation; that the seal affixed
to the foregoing instrument is said common seal, and the name of the corporation
was subscribed thereto by the said Secretary and that the said Secretary and
Chairman subscribed their names thereto, and said seal was affixed, all by order of
the Board of Directors of said corporation.

Witness my hand and official seal this the 27th day of September,
1995.



Notary Public

(SEAL)

My Commission Expires: 12-6-95



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: John Coffey, Fire Chief , Doug Morrow
MEETING DATE: June 9, 2025

AGENDA SECTION: New Business
DEPARTMENT: Fire Department

TITLE OF ITEM: Resolution to Adopt Fire Department Operational Permits & Fee Schedule

SUGGESTED MOTION(S):

Motion to adopt optional operational permits under Chapter 1 of the 2018 North Carolina Fire Code, and establish a fee schedule for operational permits.

SUMMARY:

The 2018 North Carolina Fire Code (NCFC), as adopted by the State and enforced locally, provides municipalities with the authority under Chapter 1, Section 105, to require optional operational permits for specific uses and activities that pose potential fire risks. The adoption of such operational permit requirements will improve the Town's ability to:

- Monitor and regulate hazardous activities
- Enhance emergency preparedness
- Improve communication between businesses and emergency services
- Generate modest revenue to offset inspection and administrative costs

The Fire Marshal's Office has recommended adopting the following selected operational permits pursuant to Section 105.6 of the NCFC to better track high-risk activities and support community safety. These operational permits, from Section 105.6 of the 2018 NC Fire Code, are recommended to be required to obtain a permit within the jurisdiction of the Town of Black Mountain by the Fire Marshal's Office. A permit fee would be \$50.00, and valid for one-year, unless otherwise specified. Revenue that is collected from these permits will be used to support fire prevention and life safety activities including inspections, community risk reduction programs, and permit administration.

- Aerosol Products
- Aviation Facilities
- Carbon Dioxide Systems used in Beverage Dispensing Operations
- Cellulose Nitrate Film

- Combustible Fibers
- Compressed Gas
- Cryogenic Fluids
- Cutting and Welding
- Dry Cleaning
- Fire Hydrants and Valves
- Flammable and Combustible Liquids
- Floor Finishing
- Fruit and Crop Ripening
- Hazardous Materials
- HPM Facilities
- High Piled Storage
- Hot Work Operations
- Industrial Ovens
- Lumber Yards and Woodworking Plants
- LP Gas
- Magnesium
- Miscellaneous Combustible Storage
- Motor Fuel-Dispensing Facilities
- Open Burning
- Open Flames and Torches
- Open Flames and Candles
- Organic Coating
- Places of Assembly
- Pyroxylin Plastics
- Refrigeration Equipment
- Repair Garages
- Rooftop Heliports
- Storage of Scrap Tires and Tire By-Products
- Tire Re-Building Plants
- Waste Handling
- Wood Products

These optional operational permit fees will be added to the existing Fire Department fee schedule. A copy of the current Fire Department fee schedule is attached.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. R-25-21- Resolution to Adopt Optional Operational Permits under Ch. 1 of the 2018 NCFC and to Establish a Fee Sch_2025.06.09
2. Fire Fee Schedule 2025

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA

**A RESOLUTION TO ADOPT OPERATIONAL PERMITS UNDER CHAPTER 1 OF
THE 2018 NORTH CAROLINA FIRE CODE AND TO ESTABLISH A FEE SCHEDULE**

Resolution No. R-25-21

WHEREAS, the Town of Black Mountain is committed to promoting public safety and ensuring that fire and life safety hazards are appropriately regulated and mitigated; and

WHEREAS, the 2018 North Carolina Fire Code (NCFC), as adopted by the State of North Carolina and enforced locally, provides municipalities with the authority under Chapter 1, Section 105 to require optional operational permits for specific uses and activities that pose potential fire risks; and

WHEREAS, the adoption of such operational permit requirements will enhance the Town's ability to:

- Monitor and regulate hazardous activities,
- Enhance emergency preparedness,
- Improve communication between businesses and emergency services, and
- Generate modest revenue to offset inspection and administrative costs; and

WHEREAS, the Fire Marshal's Office has recommended the adoption of selected operational permits pursuant to Section 105.6 of the NCFC to better track high-risk activities and support community safety.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA, THAT:

Section 1. Adoption of Operational Permit Requirements

The following optional operational permits from Section 105.6 of the 2018 North Carolina Fire Code are hereby adopted and required within the jurisdiction of the Town of Black Mountain:

- Aerosol Products
- Aviation Facilities
- Carbon Dioxide Systems used in Beverage Dispensing Operations
- Cellulose Nitrate Film
- Combustible Fibers
- Compressed Gas
- Cryogenic Fluids
- Cutting and Welding
- Dry Cleaning
- Fire Hydrants and Valves
- Flammable and Combustible Liquids

- Floor Finishing
- Fruit and Crop Ripening
- Hazardous Materials
- HPM Facilities
- High Piled Storage
- Hot Work Operations
- Industrial Ovens
- Lumber Yards and Woodworking Plants
- LP Gas
- Magnesium
- Miscellaneous Combustible Storage
- Motor Fuel-Dispensing Facilities
- Open Burning
- Open Flames and Torches
- Open Flames and Candles
- Organic Coating
- Places of Assembly
- Pyroxylin Plastics
- Refrigeration Equipment
- Repair Garages
- Rooftop Heliports
- Storage of Scrap Tires and Tire By-Products
- Tire Re-Building Plants
- Waste Handling
- Wood Products

Section 2. Permit Fee Schedule

To offset the administrative and inspection costs associated with the issuance of operational permits, the following annual fee schedule is hereby adopted:

<u>Permit Type</u>	<u>Proposed Fee</u>
Basic Operational Permit	\$50.00

Note: Permits are valid for one (1) year unless otherwise specified. Re-inspections or expedited reviews may incur additional fees as determined by the Fire Marshal.

Section 3. Administration and Enforcement

The Fire Marshal of the Town of Black Mountain, or their authorized designee, is hereby designated as the Authority Having Jurisdiction (AHJ) for the administration, enforcement, and issuance of the operational permits.

All revenues collected under this resolution shall be directed to support fire prevention and life safety activities, including but not limited to inspections, community risk reduction programs, and permit administration.

ADOPTED this 9th day of June, 2025, by the Town Council of the Town of Black Mountain, North Carolina.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk

Fire Department Fee Schedule 2025						
Required Construction Permits	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	Note
Automatic Fire Extinguishing Systems	105.7.1	\$100		\$110		
Battery Systems	105.7.2	\$100		\$110		
Compressed Gas	105.7.3	\$100		\$110		
Cryogenic Fluids	105.7.4	\$100		\$110		
Emergency Responder Radio Coverage Systems	105.7.5	\$100		\$110		
Fire Alarm and Detection Systems and Related Equipment	105.7.6	\$100		\$110		
Fire Pumps and Related Equipment	105.7.7	\$100		\$110		
Flammable and Combustible Liquids	105.7.8	\$100		\$110		
Gates and Barricades across Fire Apparatus Access Roads	105.7.9	\$100		\$110		
Hazardous Materials	105.7.10	\$100		\$110		
Industrial Ovens	105.7.11	\$100		\$110		
LP Gas	105.7.12	\$100		\$110		
Private Fire Hydrants	105.7.13	\$100		\$110		
Smoke Control and Smoke Exhaust Systems	105.7.14	\$100		\$110		
Solar Photovoltaic Power Systems	105.7.15	\$100		\$110		
Spaying and Dipping	105.7.16	\$100		\$110		
Standpipe Systems	105.7.17	\$100		\$110		
Temporary Membrane Structures and Tents	105.7.18	\$50		\$55		
Required Operational Permits (Mandatory)	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
Amusement Buildings	105.6.1	\$75		\$85		
Carnivals and Fairs	105.6.5	\$75		\$85		
Combustible Dust Producing Operations	105.6.7	\$75		\$85		
Covered and Open Mall Buildings	105.6.10	\$75		\$85		
Exhibits and Trade Shows	105.6.14	\$75		\$85		
Explosives (Fireworks)	105.6.15	\$75		\$85		
Flammable and Combustible Liquids	105.6.17 (6-11)	\$75		\$85		
Fumigation and Insecticidal Fogging	105.6.20	\$75		\$85		
Liquid or Gas Fueled Vehicles or Equipment in Assembly Building	105.6.27	\$75		\$85		
Private Fire Hydrant	105.6.37	\$75		\$85		
Pyrotechnic Special Effects Material	105.6.38	\$75		\$85		
Spraying or Dipping	105.6.43	\$75		\$85		
Temporary Membrane Structures and Tents	105.6.45	\$75		\$85		
Required Operational Permits (Optional)	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
Aerosol Products	105.6.1	\$50		\$60		Need to adopt
Aviation Facilities	105.6.2	\$50		\$60		Need to adopt
Carbon Dioxide Systems used in Beverage Dispensing Operations	105.6.4	\$50		\$60		Need to adopt
Cellulose Nitrate Film	105.6.6	\$50		\$60		Need to adopt
Combustible Fibers	105.6.8	\$50		\$60		Need to adopt
Compressed Gas	105.6.9	\$50		\$60		Need to adopt
Cryogenic Fluids	105.6.11	\$50		\$60		Need to adopt
Cutting and Welding	105.6.12	\$50		\$60		Need to adopt
Dry Cleaning	105.6.13	\$50		\$60		Need to adopt
Fire Hydrants and Valves	105.6.16	\$50		\$60		Need to adopt
Flammable and Combustible Liquids	105.6.17 (1-5)	\$50		\$60		Need to adopt
Floor Finishing	105.6.18	\$50		\$60		Need to adopt
Fruit and Crop Ripening	105.6.19	\$50		\$60		Need to adopt
Hazardous Materials	105.6.21	\$50		\$60		Need to adopt
HPM Facilities	105.6.22	\$50		\$60		Need to adopt
High Piled Storage	105.6.23	\$50		\$60		Need to adopt
Hot Work Operations	105.6.24	\$50		\$60		Need to adopt

Industrial Ovens	105.6.25	\$50		\$60		Need to adopt
Lumber Yards and Woodworking Plants	105.6.24	\$50		\$60		Need to adopt
LP Gas	105.6.28	\$50		\$60		Need to adopt
Magnesium	105.6.29	\$50		\$60		Need to adopt
Miscellaneous Combustible Storage	105.6.30	\$50		\$60		Need to adopt
Motor Fuel-Dispensing Facilities	105.6.31	\$50		\$60		Need to adopt
Open Burning	105.6.32	\$50		\$60		Need to adopt
Open Flames and Torches	105.6.33	\$50		\$60		Need to adopt
Open Flames and Candles	105.6.34	\$50		\$60		Need to adopt
Organic Coating	105.6.35	\$50		\$60		Need to adopt
Places of Assembly	105.6.36	\$50		\$60		Need to adopt
Pyroxylin Plastics	105.6.39	\$50		\$60		Need to adopt
Refrigeration Equipment	105.6.40	\$50		\$60		Need to adopt
Repair Garages	105.6.41	\$50		\$60		Need to adopt
Rooftop Heliports	105.6.42	\$50		\$60		Need to adopt
Storage of Scrap Tires and Tire By-Products	105.6.43	\$50		\$60		Need to adopt
Tire Re-Building Plants	105.6.46	\$50		\$60		Need to adopt
Waste Handling	105.6.47	\$50		\$60		Need to adopt
Wood Products	105.6.48	\$50		\$60		Need to adopt
Plan Reviews	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
Fire Suppuration System (Sprinkler)	901.2	\$50 +\$0.02/sf		\$60 +\$0.02/sf		
Fire Alarm/Detection System	901.2	\$50 +\$0.02/sf		\$60 +\$0.02/sf		
Site/Subdivision	901.2	\$75		\$85		
Buildings requiring a permit (Job Cost x \$0.00125)	901.2	\$100 Minimum		\$110 Minimum		
Fire Pumps and Related Material	901.2	\$75		\$85		
Tanks, Pumps & Piping (per Tank)	901.2	\$100		\$110		
Private Water Systems (Hydrants)	901.2	\$75		\$85		
Sprinkler/Fire Alarm	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
1 to 1000 square feet		\$50		\$55		Delete
1001 – 5000 square feet		\$100		\$110		Delete
5001 – 10000 square feet		\$150		\$165		Delete
10001 – 25000 square feet		\$200		\$220		Delete
25001 – 50000 square feet		\$250		\$275		Delete
50001 – 100000 square feet		\$300		\$330		Delete
100001 – 200000 square feet		\$350		\$385		Delete
Over 200000 square feet		\$400		\$440		Delete
General Periodic Fire Inspection	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
1 to 1000 square feet		\$50	AR079	\$55	AR080	
1001 – 5000 square feet		\$100	AR085	\$110	AR086	
5001 – 10000 square feet		\$150	AR093	\$165	AR094	
10001 – 25000 square feet		\$200	AR083	\$220	AR084	
25001 – 50000 square feet		\$250	AR089	\$275	AR090	
50001 – 100000 square feet		\$300	AR091	\$330	AR092	
100001 – 200000 square feet		\$350	AR081	\$385	AR082	
Over 200000 square feet		\$400	AR087	\$440	AR088	
R-2 Occupancy Inspectons	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
1-20 units		\$50		\$55		
21-50 units		\$100		\$110		
51-100 units		\$150		\$165		
101-150 units		\$200		\$220		

151-200 units		\$250		\$275		
201-250 units		\$300		\$330		
251-300 units		\$350		\$385		
Over 300 units		\$400		\$440		
Sprinkler/Fire Alarm	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
1 to 1000 square feet		\$50	AR100	\$55	AR101	Delete
1001 – 5000 square feet		\$100	AR106	\$110	AR107	Delete
5001 – 10000 square feet		\$150	AR112	\$165	AR113	Delete
10001 – 25000 square feet		\$200	AR104	\$220	AR105	Delete
25001 – 50000 square feet		\$250	AR108	\$275	AR109	Delete
50001 – 100000 square feet		\$300	AR110	\$330	AR111	Delete
100001 – 200000 square feet		\$350	AR102	\$385	AR103	Delete
Over 200000 square feet		\$400	AR114	\$440	AR115	Delete
Acceptance/Performance Test	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
Fire Suppression System (Sprinkler)	901.5	\$75 + \$0.03/sf		\$85 + \$0.03/sf		
Fire Alarm/Detection System	901.5	\$75 + \$0.03/sf		\$85 + \$0.03/sf		
Fixed Suppression System (per system/hood)	901.5	\$75		\$85		
Fire Pumps & Related Items	901.5	\$75		\$85		
Private Water Systems (Hydrants)	901.5	\$75		\$85		
Standpipes	901.5	\$75		\$85		
Residential & Rental Inspections	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
Short Term Rental (CO Detector)		\$25	AR128	\$28	AR129	
Foster Care		\$25	AR126	\$28	AR127	
Home Fire Safety		Exempt		Exempt		
Other Inspections	2018 NCFC	Black Mountain	AR Code	Montreat	AR Code	
ABC		\$100	AR116	\$110	AR117	
Special Event (As defined in Current TOBM Ordinances)		\$75				
Outdoor Event Fire/200 sq.ft. Onsite Cooking		\$75		\$75		
Temporary Membrane Structures ,Tents and Stages		\$75				
General Violation Re-Inspection (per visit after initial re-inspection)		\$100	AR124	\$100	AR125	
Fireworks		\$100				
After hours, weekends & holidays (Travel Time Included)		\$75 per hour				
Personnel & Apparatus for Events (Per Hour)	2018 NCFC	Rate	AR Code			
Firefighter/EMT		\$50		Four (4) Hour Minimum		
Firefighter/EMT - Short Notice (7 Days or Less Notice)		\$70		Four (4) Hour Minimum		
Light Duty Vehicle/Support Vehicle/UTV		\$40		Four (4) Hour Minimum		
Fire Apparatus		\$200		Four (4) Hour Minimum		
Violations (Minimums)	2018 NCFC	Penalty	AR Code			
Class D		\$100	AR074			
Class C		\$200	AR073			
Class B		\$300	AR072			
Class A		\$500	AR071			
Illegal Burning		\$100	AR077			
Work without Permit		\$250	AR078			
Fire Line		\$100	AR076			
Fire Hydrant		\$100	AR075			
Repeated False Alarms (3 within 72 Hours)		\$150				



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** June 9, 2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Amendment to the Internal Fund Balance Policy for the General Fund

SUGGESTED MOTION(S):

Motion to approve the amended internal Fund Balance Policy for the General Fund as presented.

SUMMARY:

In January 2016, the Town Council adopted a resolution amending the fund balance policy for the general fund, R-16-01, establishing an undesignated fund balance of 30% in contrast to the previous policy adopted in July 2001 of 30.5%. Due to the financial impact of Hurricane Helene, staff recommends the fund balance policy for the general fund be amended to reflect the current cashflow shortages the town is experiencing. Staff recommends the internal fund balance policy be between 10%-15% for FY25-26. Staff believes that as FEMA reimbursements are received by the town, the fund balance will increase to previous levels.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Resolution to Amend the Fund Balance Policy

A motion was made by Council Member _____ to approve the following resolution. A vote of _____.

RESOLUTION TO AMEND THE FUND BALANCE POLICY OF THE GENERAL FUND

Resolution No. # R-25-22

WHEREAS, the Town Council of the Town of Black Mountain desires for the Town to maintain adequate working capital for the following reasons: (1) unsteady flow of revenue (2) protection from the costs associated with natural disaster or economic downturn (3) as protection from revenue shortfalls and/or expenditure overruns, and (4) the desire to reduce or eliminate completely debt issuance; and,

WHEREAS, the Town of Black Mountain adopted a Fund Balance Policy for the General Fund on July 9, 2001 by Resolution R-01-14, establishing an Undesignated Fund Balance of thirty-and one-half percent (30.5%) of General Fund expenditures; and,

WHEREAS, the Town of Black Mountain subsequently adopted a Fund Balance Policy for the General Fund on January 11, 2016 by Resolution R-16-01, establishing an Unassigned Fund Balance in the General Fund at a minimum of thirty percent (30%); and,

WHEREAS, Governmental Accounting Standards Board (GASB) Statement No. 54 (Fund Balance Reporting and Governmental Fund Type Definitions) reclassified fund balance reporting in the Governmental Funds balance sheet statements issued by local governments.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the Unassigned Fund Balance Policy for the General Fund be lowered to between 10%-15% for FY25-26.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ this the 9th day of June 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: June 9, 2025

AGENDA SECTION: New Business
DEPARTMENT: Administration

TITLE OF ITEM: Selection of McAdams for Hilltop Road Stabilization Engineering Services

SUGGESTED MOTION(S):

To approve the resolution as presented.

SUMMARY:

Staff recommends entering into a professional services contract with McAdams for engineering, design, permitting, and construction administration services for the Hilltop Road Stabilization project. The site was significantly damaged by a landslide during Tropical Storm Helene on September 27, 2024, which compromised the structural integrity of the roadway and drainage systems.

McAdams has proposed a scope of work that includes the following major components:

- UAS-based Survey and Topographic Mapping
- Subsurface Utility Engineering (SUE)
- Roadway and Drainage Design
- Geotechnical Investigation and Design
- Erosion Control Design and Permitting
- Project Administration and Bid Support Services

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Yes, Town Council allocated \$300,000 for this project.

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution to Enter into Contract for Hilltop Road Stabilization Project (FEMA PROJECT #811550)

Council Member _____ made a motion to approve the following resolution. A vote of _____.

A RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING, DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HILLTOP ROAD STABILIZATION PROJECT (FEMA PROJECT #811550)

Resolution No. #R-25-24

WHEREAS, on September 27, 2024, Tropical Storm Helene caused a landslide on Hilltop Road in the Town of Black Mountain, severely damaging public infrastructure and rendering the road impassable, with slope failure and the destruction of a stormwater pipe system; and

WHEREAS, the Town of Black Mountain has been awarded funding from the Federal Emergency Management Agency (FEMA) through the Public Assistance (PA) Program under **FEMA Project #811550** for the stabilization and repair of Hilltop Road; and

WHEREAS, the Town Council has allocated **\$300,000** for the Hilltop Road Stabilization Project to include engineering and construction; and

WHEREAS, the Town will be reimbursed by FEMA for engineering costs; and

WHEREAS, the Town seeks to complete emergency stabilization of the slope and restore drainage capacity, not full roadway restoration, through engineering, design, permitting, and construction administration services; and

WHEREAS, Town staff conducted a qualifications-based selection process and determined that **McAdams** is the most qualified firm to perform the required professional services; and

WHEREAS, staff have reviewed and negotiated the scope and fee proposal submitted by McAdams dated May 23, 2025, for a engineering services of \$142,287, including surveying, geotechnical services, utility location, drainage and erosion control design, roadway and hydraulic design, permitting, and project administration.

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

1. **McAdams** is hereby selected as the most qualified firm to provide professional engineering, design, permitting, and construction administration services for the Hilltop Road Stabilization Project resulting from Tropical Storm Helene.
2. The proposal from McAdams, attached hereto as **Exhibit A**, is approved in the total amount of **\$142,287**.

3. The Town Manager is hereby authorized to execute an agreement with McAdams, consistent with the Town's purchasing policies and the terms of this Resolution, subject to review and approval by the Town Attorney.

Adopted by the Town Council of the Town of Black Mountain, North Carolina, this 14th day of June 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: June 9, 2025

AGENDA SECTION: New Business
DEPARTMENT: Administration

TITLE OF ITEM: Consideration of Professional Engineering Services Agreement with McAdams for the Hilltop Road Stabilization Project

SUGGESTED MOTION(S):

To approve the contract as presented.

SUMMARY:

As a result of severe flooding during Tropical Storm Helene, a landslide occurred on Hilltop Road approximately 1,600 feet from its intersection with Fairway Drive. The event removed roughly half the roadway and rendered the remaining portion unstable. Emergency stabilization is necessary to prevent further erosion, protect adjacent property, and prepare the site for future roadway reconstruction.

The Town solicited proposals for professional engineering services. Only two firms submitted qualifications. McAdams received the highest score and is determined to be the most qualified firm to complete the scope of work. These services include surveying (UAS), subsurface utility engineering, roadway and hydraulic design, geotechnical investigation and consultation, erosion control planning, and bid support. As a reminder, these repairs are reimbursable through FEMA-PA.

McAdams has proposed a scope of work that includes the following major components:

- UAS-based Survey and Topographic Mapping
- Subsurface Utility Engineering (SUE)
- Roadway and Drainage Design
- Geotechnical Investigation and Design
- Erosion Control Design and Permitting
- Project Administration and Bid Support Services

This proposal is focused on slope stabilization and drainage repair only. Reconstruction of the

full roadway is not included in this phase of work. The deliveries from this contract will enable the Town to bid the stabilization project for construction.

Fiscal Impact:

Total Cost: \$142,287 (estimated)

Funding Source: Emergency recovery funds and general fund contingency (if needed)

Note: Some of these costs may be reimbursable through FEMA Public Assistance or other disaster recovery programs.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Yes

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

ATTACHMENTS:

1. 250523_Hilltop_Road_Repair_Proposal



80 Charlotte Street
Suite 40
Asheville, NC 28801
919. 361. 5000

TOB25003.00

May 23, 2025

Jessica Trotman
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

**RE: Black Mountain NC, Hilltop Rd Stabiliz
Black Mountain, North Carolina
TOB25003**

Dear Ms. Trotman,

We are pleased to offer this proposal for engineering services for the emergency stabilization of Hilltop Road. Flooding from Hurricane Helene caused a landslide on Hilltop Road that has removed roughly half the roadway approximately 1600' from the intersection of Hilltop Road and Fairway Drive. The remaining half of the roadway is un-stable, and the road is currently closed to traffic with some temporary measures in place to try and divert surface water away from the slide area. An existing stormwater pipe was collecting surface water from beside Hilltop Road in the area of the slide and carrying it beneath Hilltop Road and down the slope. During the landslide that pipe was destroyed, and the outlet can no longer be located.

Project Understanding

Proposed Repairs

The proposed repairs for this site are to stabilize the slope and prevent further material loss on the hillside. This effort will include significant repairs/replacement to the drainage system in place. The re-grading and re-opening of Hilltop Road is not the objective of this stabilization project.

Assumptions

This proposal is based on the following assumptions:

- | The Town of Black Mountain (Town) will be acquiring the adjacent parcel of property in the landslide location.
- | Utility locates have been requested by the Town.
- | Necessary permits for construction will be acquired by the Town.
- | Survey Data Collection shall be completed via Unmanned Aircraft System (UAS). This is due to the steep slopes in the slide area that pose a safety concern to our crews.
- | A single submittal will be prepared for the Town's review. This submittal will contain Construction Drawings, an Opinion of Probable Construction Costs (OPCC), and Project Manual. Comments from the review will be incorporated and returned to the Town for bidding and letting.

- | All Plans shall be in accordance with latest editions of the following documents:
 - AASHTO *A Policy on Geometric Design of Highways and Streets*;
 - AASHTO *Roadside Design Guide*;
 - NCDOT *Subdivision Manual*;
 - NCDOT *Roadway Design Manual*;
 - NCDOT *Roadway Standard Drawings*;
 - FHWA *Manual on Uniform Traffic Control Devices*;
 - NCDOT *Guidelines for Drainage Studies and Hydraulic Design*;
 - NCDOT *Stormwater Best Management Practices Toolbox*; and
 - NCDOT *Erosion and Sediment Control Design and Construction Manual*.
- | Specifications for this project shall be in accordance with the 2024 NCDOT Standard Specifications for Roads and Structures.

Proposed Services + Fees

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

Surveying Services

B1.10 UAS FLIGHT AND DATA SERVICES:

FEE:	\$11,300 + \$1,500 Reimbursables (\$12,800 Total)
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McAdams UAS flight crews will perform all flights under Part 107 regulations and will acquire, if necessary, the FAA airspace authorizations to perform such tasks. Once any necessary authorization has been granted flight plans will be prepared to complete the project mission. LIDAR and Aerial Photography will be collected within the project limits. Ground Control points ((1) Azimuth pair, if needed) and forty plus (40+) Photo Identification points will be established for the project site, recording the northings, eastings, and elevations for each on NAD83 and NAVD88 datum. The data collected from the UAS will be validated with the collected points. Aerial data will be processed in accordance with ASPRS Accuracy Standards for Digital Geospatial Data, as well as any regulation required by the Board of Examiners for Engineers and Land Surveyors. Ground classification will be extracted from the LIDAR data and used to develop a digital terrain model to define the existing topography. A surface XML file will be exported and provided for incorporation into the survey base file. Current FAA regulations require that a constant line of sight be maintained between the pilot and the UAS. In certain situations that requires the use of a lift platform to meet that requirement. Should this equipment be required, the reimbursable expenses shall be invoiced as follows:

- | Towable Boom Lift – \$1,500 daily.

B12.30 SUBSURFACE UTILITY ENGINEERING (LEVEL B):

FEE: \$6,800

Conductive utilities will be marked utilizing Geophysical prospecting techniques in conjunction with radio, audio, and electromagnetic equipment. Multiple utility sweeps will be performed to identify the water lines in conflict. All non-conductive utilities will be marked utilizing above ground features utility plats and/or as-built, and recollections. Utilities will be marked utilizing standard marking paint and/or flags and whiskers in accordance with ASEC standard guidelines to ensure accuracy in the collection of the information. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. The Client will ensure that there is access to all areas inside and outside of the building so a thorough locate and sweep can be performed. Client will ensure that there is access to the site. Physical location of the underground utilities can be determined by utilizing Vacuum Excavation (SUE – Level A) and can be quoted if requested.

Project Administration/Bid Support**A14.01 PROJECT ADMINISTRATION AND BID SUPPORT SERVICES:**

FEE: \$20,610 + \$357 Reimbursables (\$20,967 Total)

McAdams will provide project administration during the design development phase and bid support services to the Town of Black Mountain under this task.

This includes the following meetings:

- | Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads, Lead Designers; Virtual Format; one (1) hour).
- | Monthly Client Coordination Meetings (six (6); Principal in Charge, Project Manager; Virtual Format; one (1) hour).
- | Bi-Weekly Internal Coordination Meetings (twelve (12); Principal in Charge, Project Manager, Discipline Leads, Lead Designers; Virtual Format; thirty (30) minutes).
- | Pre-Bid Meeting (Principal In Charge, In-Person, one (1) hour + travel).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable) as well as coordination of submittals to the Town, maintenance of project records, and general project operation. Bid services include responding to up to six (6) Requests for Information (RFI) during the pre-bid process. Travel to and from the Pre-Bid Meeting includes \$357 of reimbursable expenses for mileage to and from our Raleigh, North Carolina office to the Town's office.

Engineering Services

D14.01 ROADWAY DESIGN:

FEE: \$31,560

McAdams will complete the design for temporary roadway grading on Hilltop Road to prevent further material loss at the landslide location. The limits of construction along Hilltop Road shall be of sufficient length to tie-in to existing conditions. McAdams will prepare and submit Construction Drawings, an OPCC, and Project Manual for the Town's review. McAdams will respond to comments and questions, and revise Plans and Specifications for one (1) review. Once approved, McAdams will sign and issue the Construction Drawings and Project Manual for the Town's use.

The Construction Drawings shall include the following:

- | Title Sheet;
- | Index of Sheets, General Notes, and List of Standards;
- | Conventional Symbols (legend);
- | Pavement Schedule and Typical Sections;
- | Details (as needed);
- | Plan and Profile Sheets including Proposed Drainage (drainage design prepared in a separate task);
- | Erosion Control Notes, Standard Drawings, and Details (Erosion Control Design prepared in a separate task); and
- | Roadway Cross-Sections (ten (10)-foot intervals).

Deliverables:

- | Final Plan Set for Review;
- | Final Plan Set issued for Construction;
- | Opinion of Probable Construction Cost;
- | Specifications for Construction; and
- | Hydraulic Summary Sheet(s).

D14.02 HYDRAULIC DESIGN:

FEE: \$25,260

Temporary Hydraulic Design:

For the section of Hilltop Road, McAdams will design any new temporary roadway drainage, ditches, and other stormwater devices to convey proposed flows across Hilltop Road that meet the Town of Black Mountain and NCDOT standards. Temporary Design includes hydrologic and hydraulic analysis for identified design storms through development of approved hydraulic software. The resulting calculations will be used to determine the level of service for the temporary roadway drainage.

Deliverables include:

- | Design Calculations and Supporting Documentation;
- | Drainage Design Incorporated with Roadway Design; and
- | Stormwater Management Plan (SMP).

Temporary Erosion Control:

For the section of Hilltop Road, McAdams will design Erosion and Sediment Control Plans (ES&C) plans for the Temporary phase of construction that meet the Town of Black Mountain and NCDOT standards. The Temporary design will include document review and surface water delineation for design requirements, including environmental commitments related to ES&C design, landscaping, and vegetation re-establishment.

Deliverables include:

- | High Quality Water Worksheet;
- | Erosion & Sediment Control Plans for Temporary Design;
- | Erosion & Sediment Control Quantities; and
- | Project Specific Erosion and Sediment Control Special Provisions.

D14.03 GEOTECHNICAL DESIGN:

FEE: \$30,000

Conduct a geotechnical exploration and provide soil properties to aid in slope repair design and roadway reconstruction.

Geotechnical Drilling:

FME will contact North Carolina 811 (NC811) to request utility marking. However, NC811 may not mark all utilities. FME is not responsible for damage to unmarked and / or incorrectly marked utility lines. The Town of Black Mountain is responsible for locating and marking Town and County owned utilities that are not marked by NC811.

FME proposes to advance two (2) Standard Penetration Test (SPT) borings at the slope failure. FME intends to conduct borings from the roadway on either side of the slope failure. Borings will be extended to forty (40) feet below the pavement surface. SPT blow counts will be recorded at two (2)-foot intervals over the course of the soil drilling. Rock coring will be conducted if refusal is encountered shallower than forty (40) feet.

- | One (1) composite bulk sample will be obtained from the auger cuttings.
- | Groundwater measurements will be obtained at the time of boring and the bore holes will be backfilled with a bentonite-cement grout after water measurements are made.

Laboratory Testing:

Recovered soil samples will be classified in the field per the Unified Soil Classification System (USCS) by the Visual-Manual Soil Classification method. Samples will be placed in plastic bags and sealed after classification. Samples will be transported to FME's laboratory where a select number of samples will be tested. The laboratory test program will include four (4) classification testing (grain size distributions, Atterberg limits, and moisture content determinations). The bulk sample will be testing for Standard Proctor, shear (either triaxial shear or direct shear at FME's discretion), and classification testing. Up to two (2) rock core samples will be tested for compressive strength if rock is cored.

Geotechnical Reporting:

FME will provide a geotechnical report that will include a summary of the field exploration, laboratory tests results, boring logs, groundwater measurements, boring location plan, and our interpretation of the subsurface conditions encountered in the test borings. The report will also include recommendations for the following items:

- | Pavement section reconstruction to match or exceed the existing pavement section structural number;
- | Soil strength properties and rock strength properties (if rock is encountered); and
- | Fill placement.

D14.04 GEOTECHNICAL CONSULTATION:

FEE: By hourly charges according to the attached Rate Schedule at \$275 per hour, estimate \$11,000.

Provide consultation and iterate with McAdams on concepts and pricing for permanent repair of the slope failure and reconstruction of the westbound travel lane.

D14.05 EROSION CONTROL PERMITTING:

FEE: \$3,900

Following an initial review by the Town, McAdams will submit erosion control plans and supporting documentation to the Regional Office of NCDEQ for review and approval. Upon approval of the erosion control plans, Design Team will apply for the NCG01 permit. This scope of services includes responding to one round of comments from NCDEQ. Based on NCDEQ current review standards, a land disturbance permit will not be issued until documentation of permit approvals and easement acquisition can be provided. The County will be responsible for signing and notarizing the NCDEQ Financial Responsibility Form and paying the required review fees for the project.

Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. McAdams proposes the following schedule for the repair plans to be completed. The number of weeks shown is from the issuance of the Notice to Proceed (NTP). The following is the expected schedule for completion of work on this project:

- | Geotechnical/Survey/SUE Field Work – Completed within six (6) weeks of NTP;
- | Hydrology/Hydraulic Analysis – Completed within eight (8) weeks of NTP;
- | Issuance of Geotechnical Report – Completed within twelve (12) weeks of NTP;
- | Development of Preliminary Grading Plan and Easement Requirements – Completed within sixteen (16) weeks of NTP; and
- | Development of Bid Documents – Completed within twenty (20) weeks of NTP.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions;
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Pavement design;
- | Utility coordination;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetlands delineation and permitting (will be quoted if required);
- | Structural design of retaining walls, headwalls or stormwater facilities or structures;
- | Traffic Impact Analysis;
- | Preparation of plats for right-of-way acquisition;
- | Right-of-way acquisition services;
- | Bidding services;
- | Construction engineering and inspection;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Revised directives from Client after design has begun;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Environmental investigations, wetlands permitting, wetlands surveying;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved; and
- | Stormwater Control Measures (SCM's) (will be quoted if required).

General Conditions

- | The attached "Terms and Conditions" shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed as shown in this proposal and in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

McAdams



Colin Kinton, P.E. | Project Principal
ckinton@mcadamsco.com | 843. 252. 3417



Paul L. Jacob, P.E. | Project Manager
jacob@mcadamsco.com | 919.361.5000

CK/PJ/lm

Acceptance

By: _____

Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____



McADAMS

Hourly Rate Schedule / 2025

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Advisor	\$325 - 250 /hour
Director / Practice Lead	\$165 - 310 /hour
Technical Manager	\$140 - 250 /hour
Project Manager	\$150 - 235 /hour
Assistant Project Manager	\$120 - 185 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 205 /hour
Project Engineer	\$145 - 240 /hour
Graphics + Visualization	\$125 - 140 /hour
Designer / Analyst	\$110 - 170 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 120 /hour
Construction Administration	\$115 - 205 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$200 - 225 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$95 - 135 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered and state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

Date:



Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:**

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. **Ownership of Instruments of Service:**

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. Change Orders:

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. Survival:

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.