



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

September 8, 2025

REGULAR SESSION AGENDA

Time: 6:00 PM

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

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The Town of Black Mountain is committed to providing accessible facilities, programs, and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door. Should you need other assistance or accommodation for this meeting, please contact Town Clerk Wesley Barker at: town.clerk@tobm.org, or **(828) 419-9300 / TDD (800) 735-2962**

1. CALL TO ORDER

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

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

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. Proclamation Celebrating 75th Anniversary of First Christian Church (Disciples of Christ) of Black Mountain

2.B. Resolution Commemorating the One-Year Anniversary of Hurricane Helene

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

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. Call for Public Hearing for Cheshire Master Plan Revision - Michelle Kennedy, Planning Director

Motion: To call for a public hearing for Cheshire Master Plan revision to be held on Monday, October 13, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

5.B. Call for Public Hearing for Text Amendment to Chapter 5, Section 5.17, Mobile Retail Vendors - Michelle Kennedy, Planning Director

Motion: To call for a public hearing to amend Chapter 5, Section 5.17, Mobile Retail Vendors, to be held on Monday, October 13, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

5.C. Resolution Accepting Donation of Two Vehicles from the City of Greensboro to the Town of Black Mountain for Public Use by the Planning Department - Michelle Kennedy, Planning Director

Motion: I move we approve the resolution accepting the donation of two vehicles from the City of Greensboro to the Town of Black Mountain for Public Use by the Planning Department.

5.D. Amended Tropical Storm Helene Grant Project Ordinance, Resolution to Accept State Cashflow Loan Round 3 Funding and Budget Amendments as presented

and recommended - Tammy Holland, Finance Director

Motion: Approve the Hurricane Helene Grant Project Ordinance, State Cashflow Loan Round 3 Resolution, and Project Budget Amendments as presented and recommended.

- 5.E. Resolution to Apply for the Economic Development Administration Disaster Supplemental 2025 Readiness Pathway Program (EDA DS25)** - Jessica Trotman, Assistant Town Manager

Motion: Approval of the attached resolution authorizing submission of the Town's application to the U.S. Economic Development Administration (EDA) DS25 Readiness Pathway Program.

- 5.F. Consideration of Grant Application to Dogwood Health Foundation for Matching Funds** - Jessica Trotman, Assistant Town Manager

Motion: Approval of resolution authorizing the Town's application to Dogwood Health Foundation for matching funds.

- 5.G. Revised Resolution to Apply for NC Department of Commerce Small Business Infrastructure Grant Program for Downtown Stormwater Improvements** - Jessica Trotman, Assistant Town Manager

Motion: Motion to approve the resolution as presented.

- 5.H. Resolution to Appoint the Town Manager as Interim Finance Director** - Josh Harrold, Town Manager

Motion: Motion to approve the resolution as presented and appoint the Town Manager as Interim Finance Director.

6. PUBLIC HEARING - NONE

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

7. 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

- 8.A. Petition to Dedicate Fay Jones Lane and Rantis Lane to the Town for Maintenance and Public Use** - Michelle Kennedy, Planning Director

Motion: To deny the petition to dedicate Fay Jones Lane and Rantis Lane to the Town for maintenance and public use because of the future expense to maintain the roads with no additional funding, concern that existing funding may be cut due to TS Helene, the expense to fix the roads that were damaged by TS Helene, and the requirement of more staffing for maintenance such as snow removal.

- 8.B. Text Amendments to Amend Ch. 1, Sec. 1.2.3, Ch. 4, Sec. 4.7.7.2, Ch. 4, Sec. 4.7.14, and Ch. 5, Sec. 5.18 in the Land Use Code; and Ch. 4, Alcoholic Beverages, Sec. 4-1 in the Town Code of Ordinances, to add provisions for sidewalk seating** - Michelle Kennedy, Planning Director

Motion: I move we approve the proposed text amendments to amend Ch. 1, Sec. 1.2.3, Ch. 4, Sec. 4.7.7.2, Ch. 4, Sec. 4.7.14, and Ch. 5, Sec. 5.18 in the Land Use Code and Ch. 4, Alcoholic Beverages, Sec. 4-1 in the Town Code of Ordinances, to add a definition and requirements for sidewalk seating and that th proposed amendment is consistent with Elevate Black Mountain as it identifies Downtown as one of six Activity and Employment areas and one of the four opportunities for Downtown aligns with amending the Land Use Code to provide clear standards for business owners to safely establish sidewalk seating and is reasonable and in the public interest as the public health and safety are at the core of the Town's Code of Ordinances, including the Land Use Code.

- 8.C. Ordinance Granting Public Service Company of NC, Inc. (d.b.a. Enbridge) the use to construct, operate and maintain a gas utility system within the Town of Black Mountain for a period of thirty (30) years.** - Josh Harrold, Town Manager

Motion: Approval of the 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.

- 8.D. Resolution to turn S. Ridgeway Avenue One-Way South to the Intersection of Sutton Avenue and S. Richardson Boulevard** - Michelle Kennedy, Planning Director

Motion: I move we approve the resolution to turn S. Ridgeway Avenue one-way south to the intersection of Sutton Avenue and S. Richardson Boulevard.

9. NEW BUSINESS

- 9.A. Appointment to Black Mountain Library Maintenance Board** - Wesley Barker, Town Clerk

Motion: Motion to appoint Emily Phillips to the Black Mountain Library Maintenance Board

9.B. Engineer Selection for FEMA Public Assistance (PA) Projects - Jessica Trotman, Assistant Town Manager

Motion: Approval of the engineering firm selections for the listed projects as recommended, authorizing staff to proceed with contract negotiations, scope development, and submission of required documentation to FEMA and NCEM (NC Emergency Management) for eligibility and reimbursement.

9.C. Consideration of Amendment to the Town's Personnel Policy: Article IV, Section 9 to add new subsection entitled Emergency Overtime Compensation Policy - Jessica Trotman, Assistant Town Manager

Motion: Motion to approve resolution amending the Town's Personnel Policy as presented and recommended.

9.D. Resolution to Authorize Lien for Abatement of Violation at 141 S. Richardson Boulevard - Michelle Kennedy, Planning Director

Motion: I move we approve the resolution authorizing a lien to be placed upon 141 S Richardson Boulevard by the Buncombe County Tax Collector for the cost of abatement of code violations.

9.E. Creation of a Town Attorney Review Process - Alice Berry, Town Council Member

Motion: Council Members should review this proposed review process and approve, or revise.

10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. CLOSED SESSION - NCGS 143-318.11 (A)(3) CONSULT WITH ATTORNEY, ATTORNEY-CLIENT PRIVILEGE.

13. ADJOURNMENT



Proclamation

CELEBRATING THE 75TH ANNIVERSARY OF FIRST CHRISTIAN CHURCH (DISCIPLES OF CHRIST) IN BLACK MOUNTAIN, NORTH CAROLINA

WHEREAS, in the year 1950, 27 faithful believers in Jesus Christ came together to establish a place of worship, fellowship, and service, planting the spiritual roots of what would become **First Christian Church (Disciples of Christ) in Black Mountain, North Carolina**; and

WHEREAS, for 75 years, this church has stood as a beacon of hope, compassion, and Christian witness in the community, nurturing generations through worship, biblical teaching, music, mission, and ministry; and

WHEREAS, the members and leaders of First Christian Church have dedicated themselves to embodying Christ's love through acts of service, justice, healing, and hospitality—both within the walls of the church and throughout the Black Mountain community and beyond; and

WHEREAS, this congregation has faithfully answered God's call through times of challenge and celebration, growing in grace, embracing diversity, and remaining steadfast in its mission to proclaim the Gospel;

NOW, THEREFORE, be it proclaimed that on this special occasion - **the 75th Anniversary of First Christian Church (Disciples of Christ)** - we honor and give thanks for the visionaries who founded it, the leaders who have shepherded it, and the members who continue to faithfully serve.

BE IT FURTHER PROCLAIMED, that this 75th year be a time of joyful remembrance, renewed commitment, and bold vision for the future, as the church continues its journey under God's guidance for years to come.

Proclaimed this the 5th day of October, 2025, in the Town of Black Mountain, with gratitude and celebration for 75 years of faith and fellowship.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker
Town Clerk

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA, RECOGNIZING THE ONE-YEAR ANNIVERSARY OF HURRICANE HELENE

RESOLUTION #: R-25-50

WHEREAS, on September 27, 2024, Hurricane Helene struck Western North Carolina, including the Town of Black Mountain, bringing historic rainfall, flooding, and destruction across the region; and

WHEREAS, the storm caused the tragic loss of lives, displaced families, damaged homes and businesses, and significantly impacted the natural environment, including the loss of much of the community's tree canopy; and

WHEREAS, the Town of Black Mountain stands in solemn remembrance of those whose lives were lost and whose families and loved ones continue to grieve; and

WHEREAS, in the year since the storm, the residents of Black Mountain and Western North Carolina have demonstrated remarkable resilience, unity, and strength, supporting one another in recovery and rebuilding efforts; and

WHEREAS, federal, state, and local agencies, along with nonprofit organizations, faith communities, and countless volunteers, have partnered with the Town in response and recovery, helping to restore essential services, repair public facilities, and aiding those in need; and

WHEREAS, the Town of Black Mountain recognizes that recovery is ongoing, and that with each step forward comes an opportunity to build a stronger, more prepared, and more resilient community; and

WHEREAS, the Town remains committed to investing in flood mitigation, stormwater management, resilient infrastructure, and environmental restoration, ensuring that Black Mountain is better positioned to withstand future storms; and

WHEREAS, the anniversary of Hurricane Helene serves as both a solemn reminder of our losses and a hopeful marker of the community's enduring spirit and capacity for renewal.

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

1. That the Town Council honors and remembers all lives lost during Hurricane Helene and extends its deepest sympathies to their families and loved ones.
2. That the Town Council recognizes and expresses gratitude to the residents, first responders, all town employees, partner organizations, and volunteers who have contributed to recovery and rebuilding over the past year.

3. That the Town Council reaffirms its commitment to building a safer, stronger, and more resilient Black Mountain for generations to come.
4. That this resolution shall be entered into the official records of the Town of Black Mountain as a testament to the community's perseverance and dedication to the future.

Adopted this the 8th day of September, 2025.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Call for Public Hearing for Cheshire Master Plan Revision

SUGGESTED MOTION(S):

To call for a public hearing for Cheshire Master Plan revision to be held on Monday, October 13, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

SUMMARY:

The TND master plan that was approved by Town Council in 1998 has a depiction of the area of proposed subdivision that does not correspond with how the land has been developed. The application is outside the allowances for a “minor amendment at the site plan level for specific land uses or developments” [ref.: Sec. 4.7.11.2 (E) (7)], triggering the requirement for a revised master plan.

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. LEGAL_NOTICE_CESHIRE_MP_REVISION_Call For Oct 13 2025



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, October 13, 2025, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, October 13, 2025, at 6:00 p.m.** in the Council Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for Cheshire Master Plan revision.

The meeting is open to the public.

Wesley M. Barker
Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 419-9310 or by email at townclerk@townofblackmountain.org.

*Posted to the Town Bulletin Board 09/18/2025
Published in the Black Mountain News 09/25/2025 and 10/02/2025*

www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Call for Public Hearing for Text Amendment to Chapter 5, Section 5.17, Mobile Retail Vendors

SUGGESTED MOTION(S):

To call for a public hearing to amend Chapter 5, Section 5.17, Mobile Retail Vendors, to be held on Monday, October 13, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

SUMMARY:

The current ordinance requires mobile retail vendors to meet all required setbacks as a brick and mortar building would have to meet. Given the size and mobility of mobile retail vendors, requiring the setback requirements is a hindrance to allowing them on commercial properties. Therefore, Planning Board recommended by a vote of 5-0 to remove the requirement of meeting building setbacks, but acknowledged that there still may be fire code requirements that have to be met, including setbacks.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Type answer here.

If no, describe how it will be funded. Type answer here.

ATTACHMENTS:

1. LEGAL_NOTICE_MOBILE_RETAIL_VENDORS_Call For Oct 13 2025



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, October 13, 2025, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, October 13, 2025, at 6:00 p.m.** in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to Chapter 5, Section 5.17, Mobile Retail Vendors, to remove building setback requirements.

The meeting is open to the public.

Wesley M. Barker
Town Clerk

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TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Resolution Accepting Donation of Two Vehicles from the City of Greensboro to the Town of Black Mountain for Public Use by the Planning Department

SUGGESTED MOTION(S):

I move we approve the resolution accepting the donation of two vehicles from the City of Greensboro to the Town of Black Mountain for Public Use by the Planning Department.

SUMMARY:

In June of this year, the Town Manager reached out to the City of Greensboro to ask if they would be willing to donate two vehicles as we lost many of our vehicles due to Tropical Storm Helene. The two vehicles, a 2007 Ford Explorer and a 2015 Ford F-150, were slated to be sold as surplus. The City of Greensboro City Council voted at their August council meeting to approve the donation of the two vehicles with the provision that the vehicles are for the use of public purposes. The vehicles will be used by the Planning Department as inspections vehicles.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? n/a - donation of vehicles.

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

ATTACHMENTS:

1. 25_09_08_RESOLUTION_DONATED_VEHICLES
2. donated_vehicle_statement

3. Greensboro_donated_vehicle_resolution

RESOLUTION #

RESOLUTION TO ACCEPT THE DONATION OF ONE (1) 2007 FORD EXPLORER AND ONE (1) 2105 FORD F-150 TRUCK FROM THE CITY OF GREENSBORO TO THE TOWN OF BLACK MOUNTAIN TO BE USED BY THE PLANNING DEPARTMENT

WHEREAS, the City of Greensboro, with an act of liberality and generosity donates two (2) vehicles to the Town of Black Mountain through its City Council, which said vehicles are more particularly described to wit:

2007 Ford Explorer 4x4 VIN: 1FMEU73E37UB5187
2015 Ford F-150 4x4 Truck VIN: 1FTEW1EF3FFB08013

WHEREAS, North Carolina General Statute 160A-280 authorizes a governmental unit in this state to donate personal property to other governmental units; and

WHEREAS, the North Carolina Supreme Court has further held that these donations must be used for a public purpose; and

WHEREAS, North Carolina General Statute 160A-12 authorizes the governing board to accept donations of real or personal property; and

WHEREAS, the Town of Black Mountain, by virtue of authority, receives and accepts the donation made by the City of Greensboro, and the former expresses their appreciation and gratefulness to the generosity and civic mindedness of the City of Greensboro.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA, THAT the Town Council accept the donation of the two (2) vehicles stated above from the City of Greensboro to be used for public purposes by the Planning Department.

I move and adopt the forgoing resolution:

Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 8th day of September 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Josh Harrold, Town Manager



08-22-2025

To whom it may concern, the following vehicle donation, to Black Mountain was made by The City of Greensboro from the Department Equipment Services.

2015 Ford Truck vin #1FTEW1EF3FFB08013

2007 Ford Truck vin #1FMEU73E37UB51875

Black Mountain Representative

Steve Brady Dept. Manager

RESOLUTION APPROVING CONVEYANCE OF TWO VEHICLES TO THE TOWN OF
BLACK MOUNTAIN PURSUANT TO G.S. 160A-280

WHEREAS, the City of Greensboro owns two vehicles, including one (1) 2007 Ford Explorer 4x4, valued at approximately \$2,450.00, and one (1) Ford F-150 truck, valued at approximately \$6,650.00;

WHEREAS, North Carolina General Statute 160A-280 authorizes a governmental unit in this state to donate personal property to other governmental units; and

WHEREAS, the North Carolina Supreme Court has further held that these donations must be used for a public purpose;

WHEREAS, on June 6, 2025, Town Manager of the Town of Black Mountain, Josh M. Harrold, emailed the Greensboro City Manager and requested that the City donate these two vehicles to the Town of Black Mountain, because Hurricane Helene caused an estimated \$30 million in damages to its infrastructure and assets. The Town of Black Mountain also lost many of its vehicles and equipment in the flooding.

WHEREAS, the City of Greensboro has determined that it is in the best interest of the City to declare these two vehicles as surplus property;

WHEREAS, the City of Greensboro deems it in the public interest to donate these two vehicles to the Town of Black Mountain to aid in their recovery and support after sustaining damage from Hurricane Helene;

WHEREAS, the donations of these two vehicles are made expressly for the use of the Town of Black Mountain for “public purposes” as directed by the North Carolina Supreme Court and any funds derived from the lease or sale of these vehicles must also be used for a “public purpose” as directed by the North Carolina Supreme Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO, THAT:

The City of Greensboro hereby donates to the Town of Black Mountain one (1) 2007 Ford Explorer 4x4, valued at approximately \$2,450.00, and one (1) Ford F-150 truck, valued at approximately \$6,650.00 to be used for a “public purpose” as directed by the North Carolina Supreme Court and that any funds derived from the lease or sale of these vehicles must also be used for a “public purpose” as directed by the North Carolina Supreme Court.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Tammy Holland, Finance Director **MEETING DATE:** September 8, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Amended Tropical Storm Helene Grant Project Ordinance, Resolution to Accept State Cashflow Loan Round 3 Funding and Budget Amendments as presented and recommended

SUGGESTED MOTION(S):

Approve the Hurricane Helene Grant Project Ordinance, State Cashflow Loan Round 3 Resolution, and Project Budget Amendments as presented and recommended.

SUMMARY:

This agenda item is to consider the approval of the Resolution to accept State Cashflow Loan Round 3 funding, amendment of the Grant Project Ordinance, and budget amendments for Tropical Storm Helene. The Town of Black Mountain is included in FEMA-4827-DR, North Carolina Disaster Declaration. Initial funding for this Grant project came from the Town's General Fund Balance. This amendment recognizes the following items:

- Transfer of Insurance Proceeds received for Water Infrastructure repairs to the Tropical Storm Helene Water Infrastructure Mitigation and Reconstruction Capital Project in the amount of \$657,930.39.
- Insurance Proceeds of \$90,047.66 from the North Carolina League of Municipalities "NCLM". NCLM is the provider of the Town's property insurance policy.
- NC Department of State Treasurer Cashflow Loans for Disaster Response Activities to Local Governments Round 3 in the amount of \$1,233,911.31.

RECOMMENDATION:

The Finance Department requests acceptance from the board of additional funding through the attached resolution, appropriating the additional \$1,233,911.31 of revenue from the NCDEQ; Budget Amendments recognizing the insurance and loan proceeds and expenditures, and the amended grant project ordinance.

BUDGET IMPACT:

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

If no, describe how it will be funded. Loan and Insurance Proceeds

ATTACHMENTS:

1. Hurricane Helene Amended Ordinance 090825
2. State of NC DST State Cash Flow Round 3 Resolution
3. Black_Mountain_Round_3_Loan_Agreement completed



Town of Black Mountain Tropical Storm 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 \$100,000 from the Powell Bill Fund and \$200,000 from the General Fund Street Department.
- Funding transfer from the General Fund to make needed repairs to the Dog Park in the amount of \$40,000 May 2025 meeting.
- Requested funding transfer from the General Fund to make needed electrical repairs to Lakeview Pavilion in the amount of \$4,500 June 2025 Meeting.

Ordinance: O-25-22
Board Meeting: September 08, 2025

NCLM is the Town’s insurance carrier. The Town has received insurance proceeds totaling \$2,451,190.36 to date:

- Funding of \$2,788,696.15 has been received from NCLM for flood damage to Town buildings and Contents.
- Additional Insurance Claims paid to date from NCLM equal \$1,327,368.48

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 Department of State Treasurer has awarded a loan in the amount of \$705,703.37 to aid with Cashflow due to Hurricane Helene
- NC Department of State Treasurer has awarded a loan in the amount of \$465,661.06 in the 2nd Round of the Cashflow Loan Program.
- NC Department of State Treasurer has awarded a loan in the amount of \$1,233,911.31 in the 3rd Round of the Cashflow Loan Program.

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	2,365,500.00		2,365,500.00
Transfer In From Powell Bill Fund	100,000.00		100,000.00
Grant Revenue Federal - FEMA Emergency Expenditures	860,666.18		860,666.18
NCDEQ - Infrastructure Loan	0.00		0.00
NCDEQ - Infrastructure Tech Assist Grant	0.00		0.00
NCDST - Cashflow Loan	1,171,364.43	1,233,911.31	2,405,275.74
Contributions/Donations	67,000.00		67,000.00
Insurance Proceeds	3,778,558.84		3,778,558.84
Total Funds	\$8,343,089.45	\$1,233,911.31	\$9,577,000.76

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	\$431,000.00		\$431,000.00
Protective Clothing	\$10,909.80		\$10,909.80
Professional Services - Engineering and Design	\$509,661.06		\$509,661.06
Professional and Technical Service	\$55,100.00	\$1,233,911.31	\$1,289,011.31
Contract Services	\$2,367,213.66		\$2,367,213.66
Technology and Software License	\$1,000.00		\$1,000.00
R&M Buildings	\$1,115,558.43		\$1,115,558.43
R&M Grounds/Parks/Greenways	\$21,477.51		\$21,477.51
R&M Equipment	\$23,899.26		\$23,899.26
R&M Vehicle	\$2,875.96		\$2,875.96
R&M Streets/Sidewalks/Curb	\$27,489.76		\$27,489.76
R&M Utility System	\$150,371.26		\$150,371.26
Office Supplies	\$3,086.54		\$3,086.54
Medical Supplies	\$710.49		\$710.49
Non-Capital Equipment and Furniture	\$350,393.54		\$350,393.54
Lease Rental -Equipment	\$175,150.00		\$175,150.00
Emergency Preparedness	\$117.13		\$117.13
Miscellaneous Expense	\$34,010.03		\$34,010.03
Capital Outlay - Land, Easements, ROW	\$850.00		\$850.00
Capital Outlay - Land Improvements	\$228,000.00		\$228,000.00
Capital Outlay - Vehicles	\$2,251,080.30		\$2,251,080.30
Capital Outlay - Motorized Equipment	\$100,610.64		\$100,610.64
Capital Outlay - Furnishings & Non-Motorized Equip	\$133,374.08		\$133,374.08
Capital Street/Bridge/Sidewalk	\$349,150.00		\$349,150.00
Capital Outlay - Dist Lines and Connections	\$0.00		\$0.00
Capital Outlay - Plants, Pump Stations, Sub Stations	\$0.00		\$0.00
Total Expenses	\$8,343,089.45	\$1,233,911.31	\$9,577,000.76

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 8th day of September 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk



**TOWN OF BLACK MOUNTAIN
RESOLUTION
ACCEPTANCE OF FUNDING FROM THE STATE OF NC DEPT OF STATE TREASURER
STATE CASH FLOW LOAN**

- WHEREAS, The Town of Black Mountain has need for cashflow funding due to impacts by Hurricane Helene; and
- WHEREAS, In connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and
- WHEREAS, The Town of Black Mountain’s requested, State loan and/or grant assistance for the State Cashflow Loan, has been approved by The North Carolina Department of State Treasurer; and
- WHEREAS, The Department of State Treasurer “NCDST” has offered funding through the State Cashflow Loan Program for disaster response activities for local governments; and
- WHEREAS, Local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and
- WHEREAS, The Town of Black Mountain has accepted total funding in the amount up to \$1,233,911.31 from the NCDST Cashflow Loan Funds; Hundred Percent of the Loan will be repayable at 0% interest at the following intervals:
- \$1 by the first anniversary of the Loan Date
 - 10% of the Loan Rounded Amount on June 30, 2027
 - 20% of the Loan Rounded Amount on June 30, 2028
 - 30% of the Loan Rounded Amount on June 30, 2029
 - 40% (less \$1) of the Loan Rounded Amount on the earlier of the 5th Anniversary of the Loan Date or June 30, 2030; and

Now therefore be it resolved, by the Town Council of the Town of Black Mountain, North Carolina, the following:

1. That the Town of Black Mountain, the **Applicant**, does hereby accept the NC Department of State Treasurer Cashflow Loan Funding through the NCDST Department in the amount of \$1,233,911.31.

2. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved
3. That Josh Harrold, Town Manager and Jessica Trotman, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the project described above.
4. That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
5. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

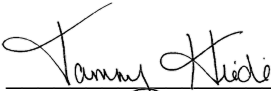
Duly adopted this 8th day of September 2025.

C. Michael Sobol
Mayor

ATTEST:

Wesley Barker
Town Clerk

This contract has been pre-audited as required by the Local Government Budget and Fiscal Control Act


Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT (ROUND 3)

BETWEEN

THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)

AND

THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA

Loan Round: Round 3
Round 3 Loan Number: Black Mountain-Round3Loan-11544
Round 3 Loan Date: _____
Round 3 Loan Amount: \$1,233,911.31

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **Town of Black Mountain, North Carolina** (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$1,233,911.31** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT'S eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT'S central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$1,233,911.31**.
- f. As provided in the Authorizing Act:
 - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT'S applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement’s termination, RECIPIENT’s books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the “Federal Funding Programs”). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT’s eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

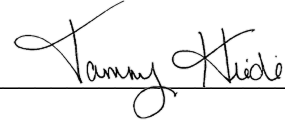
Date

Jeff Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT B

This Promissory Note has been pre-audited as required by the
Local Government Budget and Fiscal Control Act



Finance Officer

PROMISSORY NOTE

Date: 09/08/25

Round 3 Loan Number: **Black Mountain-Round3Loan-11544**
Round 3 Loan Amount: **\$1,233,911.31**

The **Town of BLACK MOUNTAIN, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 3 Loan Amount: **\$1,233,911.31**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on _____.

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: September 8, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Administration

TITLE OF ITEM: Resolution to Apply for the Economic Development Administration Disaster Supplemental 2025 Readiness Pathway Program (EDA DS25)

SUGGESTED MOTION(S):

Approval of the attached resolution authorizing submission of the Town's application to the U.S. Economic Development Administration (EDA) DS25 Readiness Pathway Program.

SUMMARY:

The Town of Black Mountain sustained widespread damage from Tropical Storm Helene. Managing disaster recovery programs, FEMA Public Assistance projects, and long-term resilience efforts requires staffing and consulting support beyond the Town's existing capacity. The U.S. Economic Development Administration (EDA) Disaster Supplemental 2025 (DS25) Readiness Pathway Program provides federal funding for staffing and consulting resources to strengthen local capacity for recovery management, coordination of mitigation projects, and compliance with federal requirements. EDA requires a local match for all awarded projects. The Town intends to secure this match through philanthropic sources, including an application to Dogwood Health Foundation.

The attached resolution authorizes the Town to apply to the EDA DS25 Readiness Pathway Program for recovery staffing and consulting support.

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 Apply for EDA Disaster Supplemental 2025 Readiness Pathway Program_2025.09.08

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

RESOLUTION TO SUBMIT AN APPLICATION TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) DISASTER SUPPLEMENTAL 2025 – READINESS PATHWAY PROGRAM FOR FUNDING TO SUPPORT RECOVERY STAFFING AND CONSULTING Services

Resolution #: R-25-51

WHEREAS, the Town of Black Mountain (“Town”) sustained significant damages and community impacts from Tropical Storm Helene, requiring long-term recovery and resilience efforts that extend beyond the Town’s current staff capacity; and

WHEREAS, effective disaster recovery requires dedicated staffing and technical consulting support to manage federal and state disaster assistance programs, coordinate mitigation and resiliency projects, ensure compliance with federal requirements, and engage the community in recovery priorities; and

WHEREAS, the U.S. Department of Commerce, Economic Development Administration (EDA) has announced the Disaster Supplemental 2025 (DS25) *Readiness Pathway Program* to support communities in disaster recovery, capacity building, and resilience planning; and

WHEREAS, the Town seeks to submit an application under the DS25 Readiness Pathway Program to fund recovery staffing and consulting support to strengthen the Town’s ability to navigate complex recovery programs, maximize federal and state investments, and build long-term resilience; and

WHEREAS, the EDA program requires a local match as a condition of funding, which the Town intends to pursue through philanthropic and other non-federal sources; and

WHEREAS, the Town Council recognizes that securing EDA funding for recovery staffing and consulting support is essential to manage ongoing recovery effectively and position the Town for future resilience.

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

1. The Town authorizes submission of an application to the U.S. Economic Development Administration (EDA) under the Disaster Supplemental 2025 – Readiness Pathway Program for funding to support recovery staffing and consulting services.
2. The Town Manager, or her designee, is hereby authorized to execute all necessary documents, agreements, and certifications required in connection with the application and, if awarded, the administration of the EDA grant.

3. The Town affirms its commitment to secure the required local match from eligible non-federal sources, including philanthropic partnerships, to maximize the impact of federal funding.
4. This Resolution shall take effect upon its adoption.

Adopted this 8th day of September, 2025, by the Town Council of the Town of Black Mountain, North Carolina.

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:** September 8, 2025

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

TITLE OF ITEM: Consideration of Grant Application to Dogwood Health Foundation for Matching Funds

SUGGESTED MOTION(S):

Approval of resolution authorizing the Town's application to Dogwood Health Foundation for matching funds.

SUMMARY:

The Town of Black Mountain continues long-term recovery efforts following Tropical Storm Helene. The U.S. Economic Development Administration (EDA) has released the Disaster Supplemental 2025 (DS25) Notice of Funding Opportunity, which includes the Readiness Pathway Program to support disaster-affected communities with recovery staffing and consulting resources. EDA funding requires a non-federal local match. To meet this requirement, the Town seeks to apply to Dogwood Health Foundation for grant funds to serve as the match. Dogwood's mission includes strengthening the social determinants of health through community capacity, infrastructure, and economic opportunity, aligning with the Town's recovery and resilience priorities.

The attached resolution authorizes the Town to apply for a grant from Dogwood Health Foundation to provide matching funds for the Town's EDA DS25 Readiness Pathway Program application.

BUDGET IMPACT:

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

If no, describe how it will be funded. If awarded, this grant will provide matching funds for the Town's EDA DS25 Readiness Program.

ATTACHMENTS:

1. Resolution to Apply for Dogwood Health Foundation Grant

**RESOLUTION TO APPLY FOR A DOGWOOD HEALTH FOUNDATION GRANT
THAT WOULD PROVIDE MATCHING FUNDS FOR THE TOWN’S ECONOMIC
DEVELOPMENT ADMINISTRATION DISASTER SUPPLEMENTAL 2025 (EDA DS25)
READINESS PATHWAY PROGRAM**

Resolution # R-25-51

WHEREAS, the Town of Black Mountain (“Town”) has sustained significant damages and community impacts from Tropical Storm Helene, creating urgent needs for long-term recovery, capacity building, and resilience planning; and

WHEREAS, the U.S. Department of Commerce, Economic Development Administration (EDA), through its Disaster Supplemental 2025 (DS25) Notice of Funding Opportunity, has established a *Readiness Pathway Program* to support communities in disaster recovery and long-term resiliency; and

WHEREAS, the Town intends to submit an application under the DS25 Readiness Pathway Program to fund critical recovery staffing and consulting support necessary to manage federal and state disaster programs, advance community recovery priorities, and build long-term resilience; and

WHEREAS, the EDA program requires a local match as a condition of funding; and

WHEREAS, Dogwood Health Foundation is a regional philanthropic partner dedicated to improving health and wellbeing in Western North Carolina through investments that address the social determinants of health, including community capacity, infrastructure, and economic stability; and

WHEREAS, the Town seeks to apply for a grant from Dogwood Health Foundation to serve as the local matching funds required by EDA, thereby leveraging federal investment to secure professional staffing and consulting support for recovery management and capacity building; and

WHEREAS, the Town Council recognizes that securing Dogwood Health Foundation support is essential to maximize federal recovery resources and accelerate the Town’s ability to deliver long-term community benefit.

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

1. The Town authorizes submission of a grant application to Dogwood Health Foundation to request funds that will serve as the required local match for the Town’s application to the EDA Disaster Supplemental 2025 – Readiness Pathway Program.
2. The Town Manager, or her designee, is hereby authorized to execute all necessary documents, agreements, and certifications required in connection with the application and, if awarded, the administration of the Dogwood Health Foundation grant.

3. The Town affirms its commitment to use any funds awarded by Dogwood Health Foundation exclusively for eligible costs associated with meeting EDA's local match requirements for recovery staffing and consulting support.
4. This Resolution shall take effect upon its adoption.

Adopted this 8th day of September, 2025, by the Town Council of the Town of Black Mountain, North Carolina.

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:** September 8, 2025

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

TITLE OF ITEM: Revised Resolution to Apply for NC Department of Commerce Small Business Infrastructure Grant Program for Downtown Stormwater Improvements

SUGGESTED MOTION(S):

Motion to approve the resolution as presented.

SUMMARY:

The Town of Black Mountain has applied for funding through the NC Department of Commerce Small Business Infrastructure (SmBiz Infrastructure) grant program to support essential infrastructure upgrades that improve conditions for small businesses and downtown economic development.

A proposed project change is recommended: to replace and improve the stormwater system along Sutton Avenue between Cherry Street and Broadway. This corridor is a critical link in the downtown stormwater network, and upgrading the system will have broader impacts than originally scoped. The project will address frequent flooding issues, protect adjacent businesses and public assets, and significantly advance the Town's long-term stormwater management goals.

Original Scope: Repair and replace stormwater inlets in downtown area.

Revised Scope: Full replacement and upgrade of the stormwater system along Sutton Avenue between Cherry Street and Broadway. Improvements will include new stormwater inlets, upsized piping, improved conveyance capacity, and integration with future phases of the downtown stormwater system.

The attached resolution repeals the resolution adopted at the August 11, 2025 Council Meeting (R-25-33) and replaces it with the revised scope of work and intentions to apply for this funding. A copy of the project area map is also attached.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Resolution to Apply for NC Commerce Small Biz Infrastructure Grant Program for Stormwater and repealing R-25-33
2. Project Area Map_Stormwater

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

A REVISED RESOLUTION AUTHORIZING THE TOWN OF BLACK MOUNTAIN TO APPLY FOR NORTH CAROLINA DEPARTMENT OF COMMERCE SMALL BUSINESS INFRASTRUCTURE PROGRAM FUNDING FOR THE DOWNTOWN STORMWATER IMPROVEMENT PROJECT AND REPEALING ORIGINAL RESOLUTION NO. R-25-33.

Resolution #: R-25-53

WHEREAS, on August 11, 2025, Town Council approved Resolution No. R-25-33, entitled “Resolution of Support for Small Business Infrastructure Grant Application”; and

WHEREAS, it was determined that a revision to the NC Department of Commerce Small Business Infrastructure Program Funding Grant Application and resolution were needed; and

WHEREAS, the Town of Black Mountain has identified the need to replace and improve the stormwater system along Sutton Avenue between Cherry Street and Broadway, an area critical to the long-term viability of downtown businesses; and

WHEREAS, the Town’s Stormwater Master Plan calls for replacement of the downtown stormwater system to reduce flooding risks, support small business resiliency, and protect economic vitality; and

WHEREAS, the North Carolina Department of Commerce administers the Small Business Infrastructure (SmBiz) program to support infrastructure improvements that directly benefit existing small businesses and downtown investment; and

WHEREAS, the Sutton Avenue stormwater improvement project will reduce flooding, protect public and private assets, and provide a significant step toward implementing the Town’s stormwater management and resiliency goals; and

WHEREAS, the Small Business Infrastructure program does not require a local match for this project.

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

1. That Resolution No. R-25-33, adopted August 11, 2025, is hereby repealed and replaced by this revised resolution.
2. That the Town Council hereby authorizes the submission of an application to the North Carolina Department of Commerce for Small Business Infrastructure funding for the Sutton Avenue Stormwater Improvement Project.

3. That the Town Manager (or designee) is authorized to execute and file the application, including all assurances and agreements required, on behalf of the Town of Black Mountain.

Adopted this the 8th day of September 2025.

C. Michael Sobol, Mayor

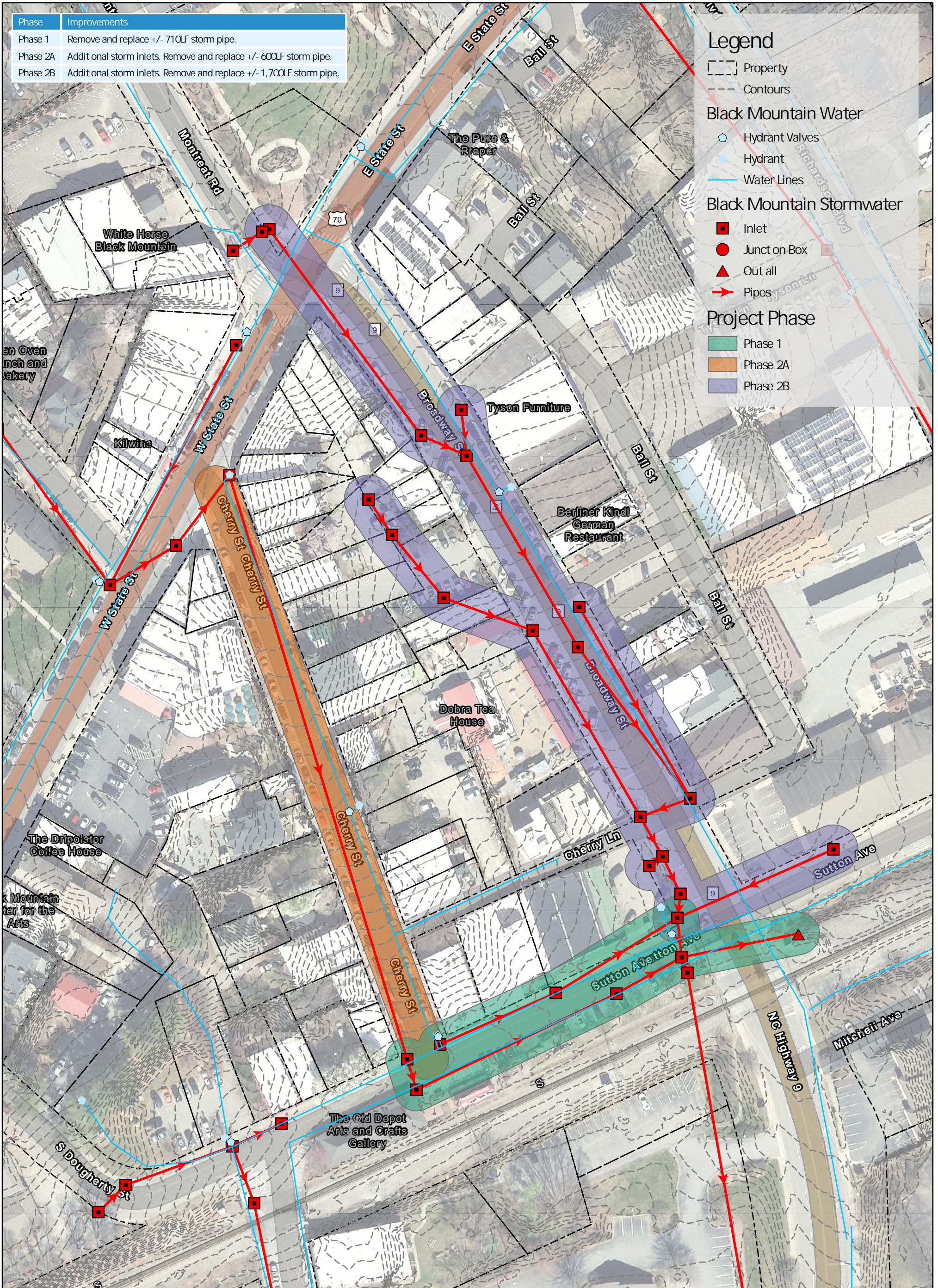
Attest:

Wesley M. Barker, Town Clerk

Phase	Improvements
Phase 1	Remove and replace +/- 710LF storm pipe.
Phase 2A	Add onal storm inlets. Remove and replace +/- 600LF storm pipe.
Phase 2B	Add onal storm inlets. Remove and replace +/- 1,700LF storm pipe.

Legend

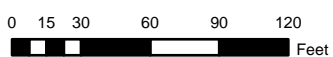
- Property
- Contours
- Black Mountain Water**
 - Hydrant Valves
 - Hydrant
 - Water Lines
- Black Mountain Stormwater**
 - Inlet
 - Junct on Box
 - Out all
 - Pipes
- Project Phase**
 - Phase 1
 - Phase 2A
 - Phase 2B



Project Area Map

NC Department of Commerce
Small Business Infrastructure Grant

Town of Black Mountain, North Carolina



MCADAMS



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** September 8, 2025

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

TITLE OF ITEM: Resolution to Appoint the Town Manager as Interim Finance Director

SUGGESTED MOTION(S):

Motion to approve the resolution as presented and appoint the Town Manager as Interim Finance Director.

SUMMARY:

The Town is recruiting for its next Finance Director as the current Finance Director has resigned, effective September 12th, 2025. While the recruitment process for a new finance director is ongoing, the Town needs to have an interim finance director in place, which is referenced in N.C.G.S. §159-24, stating that "each local government shall, at all times, have a finance officer/director." The Town Manager is able to serve in this interim role until a new finance director is hired and appointed by the Town Manager. Council will need to appoint the Town Manager as the interim Finance Director via the attached resolution.

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 Appointing Town Manager as Interim Finance Director

A RESOLUTION APPOINTING THE TOWN MANAGER AS INTERIM FINANCE DIRECTOR FOR THE TOWN OF BLACK MOUNTAIN

Resolution No. R-25-XX

WHEREAS, the Town is in the process of recruiting and hiring a new Finance Director; and

WHEREAS, North Carolina General Statute §159-24 states each local government shall, at all times, have a finance officer/director, appointed by the local government, public authority, or designated official to hold office at the pleasure of the appointing official.

WHEREAS, it is necessary to ensure continuity of financial oversight, administration, and statutory responsibilities during the period of vacancy.

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

1. Josh Harrold, Town Manager, is hereby appointed to serve as the Interim Finance Director for the Town of Black Mountain, effective immediately.
2. The Town Manager shall serve in this capacity until such time as a new Finance Director is duly hired and appointed by the Town Manager.
3. During this interim period, the Town Manager shall have all powers, duties, and responsibilities vested in the Finance Director pursuant to North Carolina General Statutes, the Town Charter, and Town ordinances.

Adopted this the 8th day of September, 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: Unfinished Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Petition to Dedicate Fay Jones Lane and Rantis Lane to the Town for Maintenance and Public Use

SUGGESTED MOTION(S):

To deny the petition to dedicate Fay Jones Lane and Rantis Lane to the Town for maintenance and public use because of the future expense to maintain the roads with no additional funding, concern that existing funding may be cut due to TS Helene, the expense to fix the roads that were damaged by TS Helene, and the requirement of more staffing for maintenance such as snow removal.

SUMMARY:

The owners of the residences on Fay Jones Lane and Rantis Lane have filed a petition to dedicate both Fay Jones Lane and Rantis Lane to the Town for maintenance and ownership.

Public Works has viewed the petition and inspected the roads and are not recommending that the Town take over these roads for the following reasons:

- Future expense to maintain with no extra funding from the state (Powell Bill funds) and concern that existing funding may be cut due to Helene.
- Would require more staffing for maintenance such as snow removal.

The Town Attorney has reviewed the petition and the plat and has found that the road met the fire code requirements and ordinance requirements at the time of construction. Therefore, the width of the road is not a concern. The concern of taking over more roads continues to be the cost of maintenance and staffing.

The mileage is approximately .18 miles. Dedication and acceptance of these roads will include accepting all maintenance of both streets to include paving, snow removal, and any general maintenance of said streets within the 20 foot right-of-way.

In 2024, it was estimated that it would cost between \$25,000 to \$30,000 to repave the street, but it did not include snow removal or general maintenance.

There is a resolution attached should the Council decide to accept the roads.

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. Doc - Apr 10 2025 - 9-29 AM
- 2. jacobs_cottages_plat
- 3. 25_09_08_RESOLUTION_RANTIS_AND_FAY_JONES

TOWN OF BLACK MOUNTAIN - STREET DEDICATION POLICY

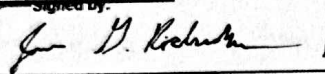
PETITION

We, the undersigned property owners of property located abutting a private street known as Rantis Lane and Fay Jones Ln located off of Jane Jacobs Road, do hereby petition the Black Mountain Town Council to dedicate and maintain said street for public use.

We verify that we are willing to provide a cleared ²⁰~~40~~ foot right-of-way needed to establish this as a town street.

Name/Signature

Property/Mailing Address

1. 
21193DA4585A49F...

19 Rantis Lane, Black Mountain, NC 2

2. DocuSigned by:

B69D92C9AAAF442...

11 Rantis Lane, Blake Mountain, NC

3. Signed by:

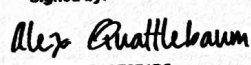
5C851DA6CE5C4D5

8 Fay Jones Lane Black Mountain, NC 28


4. DocuSigned by:

417A9508B4D7434...

6 Fay Jones Lane Black Mountain NC

5. Signed by:

A76E1ECA2E374D5...

9 Rantis Lane Black Mountain NC

6. Signed by:

58ACBB3F3DBB49B...

7 Fay Jones Lane

7. DocuSigned by:

FD6BABA3390B422...

11 Fay Jones Lane

8. Signed by:

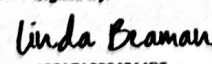
9AEC64FDD0454BF...

3 Fay Jones Lane

DocuSigned by:

7293D0EC322A4F0...

13 Fay Jones Lane

Signed by:

166A7A8994314B9...

5 Fay Jones Lane

TOWN OF BLACK MOUNTAIN - STREET DEDICATION POLICY

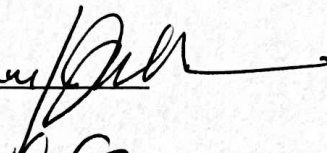

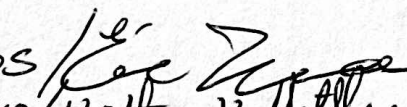

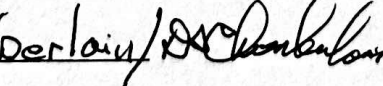
PETITION

We, the undersigned property owners of property located abutting a private street known as Rant's Ln + Fay Jones Ln., located off of 2713 and Jane Jacobs Rd., do hereby petition the Black Mountain Town Council to dedicate and maintain said street for public use.

We verify that we are willing to provide a cleared ~~40~~²⁰ foot right-of-way needed to establish this as a town street.

Name/Signature

Property/Mailing Address

1. Tucker Branham  16 Fay Jones Ln
Black Mtn, NC 28711
2. Lisa Lambeth  16 Fay Jones Ln
Black Mountain, NC 28711
3. Carolina Rojas 15 Fay Jones Lane
Black Mountain, NC 28711
4. ERIC MANOS  9 FAY JONES LANE
BLACK MOUNTAIN, NC 28711
5. Carolina Rojas 20 Fay Jones Lane
Black Mountain, NC 28711
6. William H. Bauer  24 Fay Jones Ln
Black Mtn. NC 28711
7. KIRK AMI WOOD 1 FAY JONES LN BLACK MOUNTAIN
NC 28711
8. Douglas Chamberlain  13 Rant's Lane
Black Mt., NC 28711

TOWN OF BLACK MOUNTAIN - STREET DEDICATION POLICY

PETITION

We, the undersigned property owners of property located abutting a private street known as Rantis Ln v. Fay Jones Ln located off of 2713 and Jane Jacobs Rd., do hereby petition the Black Mountain Town Council to dedicate and maintain said street for public use.

We verify that we are willing to provide a cleared ²⁰~~40~~ foot right-of-way needed to establish this as a town street.

Name/Signature

Property/Mailing Address

1. Jean Chamberlain / Jean Chamberlain

13 Rantis Lane

Black Mtn, NC 28711

2. ANDRA MASON / Sandra C Mason

12 FAY JONES LN

BLACK MTN, NC 28711

3. [Signature]

7 FAY JONES LN

BLACK MTN, NC 28711

4. R.+D. HARDY Robert Hardy Drinking

5 RANTIS LN BLK MTN NC 28711

5. Pamela Cowart Cowart

10 Fay Jones Lane

Black Mountain, NC 28711

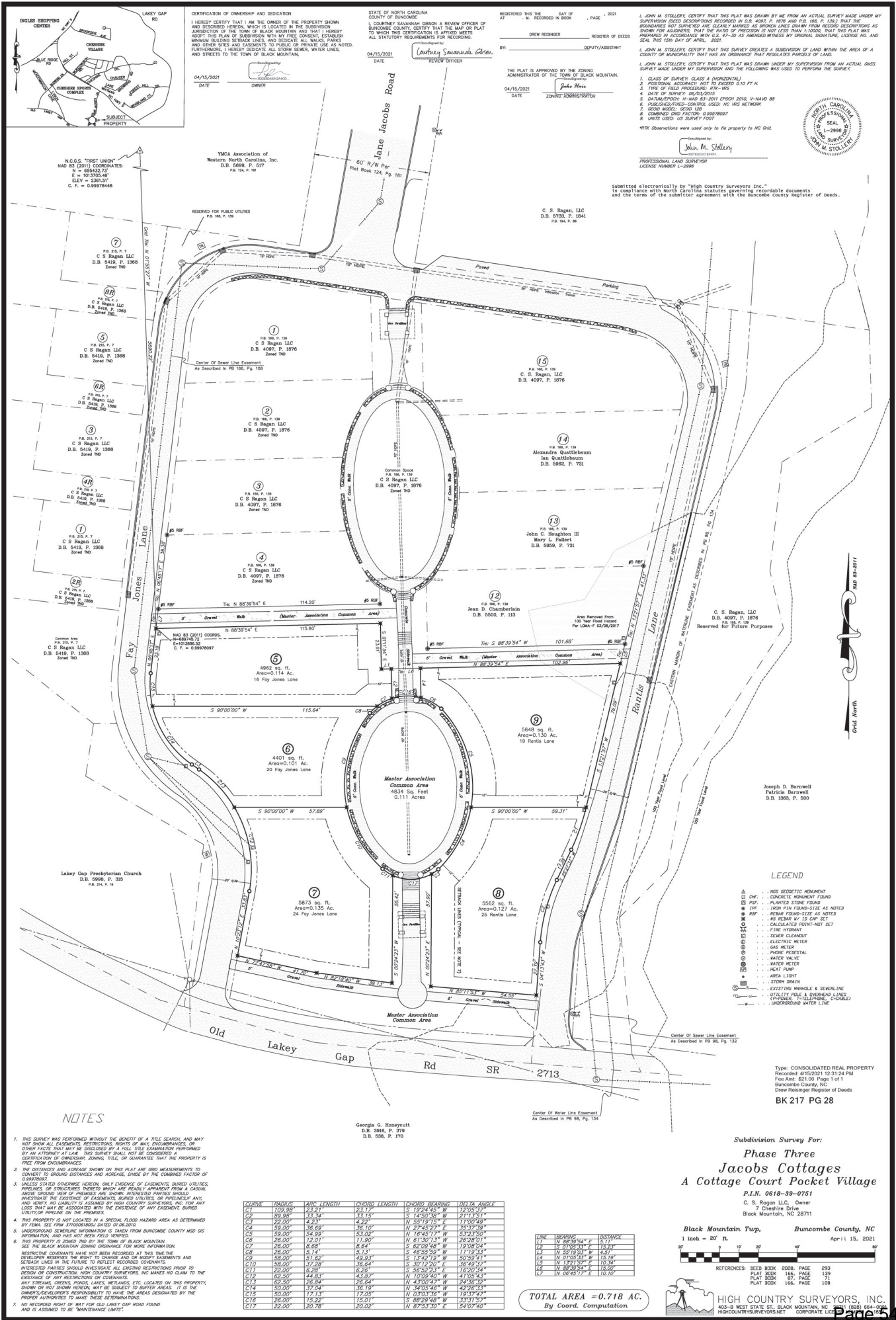
6. DAVID COWART [Signature]

10 Fay Jones Ln, Blk Mtn NC 28711

7. Sites Pagan [Signature]

25 Rantis Lane

8. _____



CERTIFICATION OF OWNERSHIP AND DEDICATION
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION ADJOINING THE PLAN OF SUBDIVISION WITH MY TRUE CONSENT, ESTABLISH AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL TOWN CENTER, WATER LINES, AND STREETS TO THE TOWN OF BLACK MOUNTAIN.

DATE: 04/15/2021
 OWNER: [Signature]

STATE OF NORTH CAROLINA
 COUNTY OF RENOVA
 I, COURTNEY SAVANNAH GIBSON A REVIEW OFFICER OF RENOVA COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDATION.

DATE: 04/15/2021
 REVIEW OFFICER: [Signature]

REGISTERED THIS THE DAY OF _____, 2021
 AT _____, IN RECORD BOOK _____, PAGE _____
 DRAWN BY: _____ REGISTERED OF DEEDS
 BY: _____ DEPUTY/ASSISTANT

THE PLAN IS APPROVED BY THE ZONING ADMINISTRATOR OF THE TOWN OF BLACK MOUNTAIN.
 DATE: 04/15/2021
 ZONING ADMINISTRATOR: [Signature]

I, JOHN M. STOLEY, CERTIFY THAT THIS PLAN WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. I DEED DESCRIPTIONS RECORDED IN D.B. 4092, P. 1876 AND P.B. 186, P. 133 THAT THE BOUNDARIES NOT SHOWN TO BE CLEARLY MARKED AS BROWN LINES DRAWN FROM RECORD. ACCORDING AS SHOWN THE ALLEGATIONS THAT THE PLANS OR PROCEEDINGS ARE NOT LESS THAN 1.0000. THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH S.C. 47-30 AS AMENDED BY HOUSE BILL 2019-001, LICENSE NO. AND SEA, THIS 15th DAY OF APRIL, 2021.

I, JOHN M. STOLEY, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, JOHN M. STOLEY, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING MEASUREMENTS WERE USED TO PERFORM THE SURVEY:
 1. CLASS OF SURVEY: CLASS A (HORIZONTAL)
 2. POSITIONAL ACCURACY: NOT TO EXCEED 0.10 FT. H.D.
 3. TYPE OF FIELD PROCEDURE: RTK-PPS
 4. DATE OF SURVEY: 03/23/2021
 5. DATUM/EPOCH: NAD 83-2011 EPOCH 2010, Y=NAI0 88
 6. PUBLISHED FIELD-BASING CODE: NC SURVEY NETWORK
 7. GOOD MODEL: GOOD 120
 8. CORRECTED DISTANCE FACTOR: 0.9997897
 9. UNITS USED: US SURVEY FOOT
 10. OBSERVATIONS WERE MADE ONLY TO THE PROPERTY TO BE SURVEYED.

Submitted electronically by "High Country Surveyors, Inc." in compliance with North Carolina statutes governing recordable documents and the terms of the subscriber agreement with the Buncombe County Register of Deeds.

PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER 1-2999
 [Signature]



NOTES

- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH, AND MAY NOT SHOW ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, ENCUMBRANCES, OR OTHER FACTS THAT MAY BE DISCOVERED BY A FULL TITLE EXAMINATION PERFORMED BY AN ATTORNEY AT LAW. THIS SURVEY SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE PROPERTY IS FREE FROM ENCUMBRANCES.
- THE DISTANCES AND BEARINGS SHOWN ON THIS PLAN ARE GRID MEASUREMENTS TO CORRECT TO GROUND DISTANCES AND BEARINGS, DIVIDE BY THE CORRECTED FACTOR OF 0.9997897.
- UNLESS OTHERWISE NOTED, ALL EASEMENTS OF EASEMENTS, BURIED UTILITIES, PIPELINES, OR STRUCTURES THEREON WHICH ARE READILY APPARENT FROM A CASUAL, FOOT-COURSE VIEW OF PROPOSED OR EXISTING PARCELS SHOWN ON THIS PLAN, SHALL BE INVESTIGATED TO THE EXTENT OF EASEMENTS, BURIED UTILITIES, OR PIPELINES, AND, WHEN NO LIABILITY IS ASSIGNED BY HIGH COUNTRY SURVEYORS, INC. FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENT, BURIED UTILITY OR PIPELINE ON THE PROPERTIES.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA SEE FIRM 15000010010D DATED 05/20/15.
- UNDERGROUND SEWERLINE INFORMATION IS TAKEN FROM BUNCOMBE COUNTY GIS INFORMATION, AND HAS NOT BEEN FIELD VERIFIED.
- THIS PROPERTY IS ZONED R2 BY THE TOWN OF BLACK MOUNTAIN. SEE THE BLACK MOUNTAIN ZONING ORDINANCE FOR MORE INFORMATION. RESTRICTIVE COVENANTS ARE NOT RECORDED AT THIS TIME. THE DEVELOPER RESERVES THE RIGHT TO CHANGE AND TO MODIFY EASEMENTS AND SEWER LINES IN THE FUTURE TO REFLECT RECORDED COVENANTS. INTERESTED PARTIES SHOULD REFER TO ALL EXISTING RESTRICTIONS PRIOR TO DESIGN OF CONSTRUCTION. HIGH COUNTRY SURVEYORS, INC. MAKES NO CLAIM TO THE DISTANCE OF ANY RESTRICTIONS OR COVENANTS. ANY STREETS, CREEKS, PONDS, LAKES, METLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO SURVEY AREA. IT IS THE OBLIGATION OF THE DEVELOPER'S RESPONSIBILITY TO MAKE THE AREAS DESIGNATED BY THE PROPERTY OWNERS TO MAKE THESE DETERMINATIONS.
- NO RECORDED RIGHT OF WAY FOR OLD LAKEY GAP ROAD FOUND AND IS ASSUMED TO BE MAINTENANCE LIMITS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	109.50'	23.21'	21.17'	S 129°24'45" W	120°03'51"
C2	89.90'	4.23'	33.15'	S 75°50'36" W	271°35'17"
C3	242.00'	4.23'	44.24'	N 52°12'17" E	173°04'49"
C4	58.00'	36.65'	36.10'	N 2°24'27" E	151°37'10"
C5	26.00'	146.95'	151.02'	N 57°14'17" E	193°28'04"
C6	26.00'	18.01'	11.90'	N 61°10'13" E	268°50'11"
C7	26.00'	5.68'	6.64'	S 65°55'59" W	117°19'53"
C8	26.00'	5.14'	6.51'	S 73°44'39" W	102°04'50"
C9	26.00'	11.28'	16.04'	S 57°12'01" E	193°28'04"
C10	26.00'	11.28'	16.04'	S 57°12'01" E	193°28'04"
C11	26.00'	6.28'	6.28'	S 59°59'51" E	160°16'24"
C12	26.00'	44.61'	41.82'	N 57°14'17" E	193°28'04"
C13	62.50'	28.84'	28.64'	N 43°03'49" E	242°16'01"
C14	62.50'	17.04'	16.79'	N 57°14'17" E	193°28'04"
C15	50.00'	17.13'	17.05'	N 03°03'10" W	178°17'59"
C16	26.00'	18.22'	18.01'	S 65°55'59" W	117°19'53"
C17	26.00'	20.28'	20.02'	N 62°42'16" E	242°07'40"

TOTAL AREA = 0.718 AC.
 By Coord. Computation

Black Mountain Twp, Buncombe County, NC
 1 inch = 20' ft.
 April 15, 2021

REFERENCES

DEED BOOK	PAGE
PLAT BOOK	166, PAGE 159
PLAT BOOK	166, PAGE 108

HIGH COUNTRY SURVEYORS, INC.
 403-B WEST STATE ST. BLACK MOUNTAIN, NC 28701 (828) 664-0244
 HIGHCOUNTRYSURVEYORS.NET CORPORATE MAIL

RESOLUTION #

RESOLUTION TO ACCEPT AND DEDICATE RANTIS LANE AND FAY JONES LANE TO THE TOWN’S STREET SYSTEM

WHEREAS, North Carolina General Statute 160A-296 grants municipalities general authority and control over all public streets within its corporate limits; and

WHEREAS, including a street on a town map does not provide any evidence of intent to accept the street for public use; and

WHEREAS, the Town Council has been petitioned to accept the following streets for Town maintenance, and as recorded on the Plat “Phase Three-Jacobs Cottages, A Cottage Court Pocket Village” with the Buncombe County Register of Deeds office in Book 217, Page 28, dated April 15, 2021.

Street	Pavement Width	Right-of-Way Width
Rantis Lane	18’	20’
Fay Jones Lane	18’	20’

WHEREAS, a copy of the aforementioned Plat accompanies this resolution as “Attachment A”; and

WHEREAS, a copy of the aforementioned petition accompanies this resolution as “Attachment B”; and

WHEREAS, if accepted and dedicated as Town streets, the Town will be responsible for road maintenance within the designated road right-of-way to include paving and snow removal; and

WHEREAS, in accordance with the Street Dedication Policy, the Public Works Director has reviewed and does not recommend the dedication; and

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council hereby accepts Rantis Lane and Fay Jones Lane and dedicates both to the Town’s Street System.

APPROVED AND ADOPTED by the Black Mountain Town Council this the 8th day of September 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: Unfinished Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Text Amendments to Amend Ch. 1, Sec. 1.2.3, Ch. 4, Sec. 4.7.7.2, Ch. 4, Sec. 4.7.14, and Ch. 5, Sec. 5.18 in the Land Use Code; and Ch. 4, Alcoholic Beverages, Sec. 4-1 in the Town Code of Ordinances, to add provisions for sidewalk seating

SUGGESTED MOTION(S):

I move we approve the proposed text amendments to amend Ch. 1, Sec. 1.2.3, Ch. 4, Sec. 4.7.7.2, Ch. 4, Sec. 4.7.14, and Ch. 5, Sec. 5.18 in the Land Use Code and Ch. 4, Alcoholic Beverages, Sec. 4-1 in the Town Code of Ordinances, to add a definition and requirements for sidewalk seating and that the proposed amendment is consistent with Elevate Black Mountain as it identifies Downtown as one of six Activity and Employment areas and one of the four opportunities for Downtown aligns with amending the Land Use Code to provide clear standards for business owners to safely establish sidewalk seating and is reasonable and in the public interest as the public health and safety are at the core of the Town's Code of Ordinances, including the Land Use Code.

SUMMARY:

The current ordinance regarding sidewalk seating is vague and not clear on what can be included with sidewalk seating. The proposed text amendments will strengthen and clarify the allowance of sidewalk seating by adding a definition of sidewalk seating, adding a barrier requirement, adding sidewalk seating to the Table of Uses by zoning district, implementing an annually-renewed permit requirement, and providing new standards. Exceptions have been added for benches and other typical sidewalk furniture and this is marked in blue in the proposed 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. 25_09_08_ORDINANCE_SIDEWALK_SEATING
2. 25_09_08_ORDINANCE_ALCOHOLIC_BEVERAGES_CHAPTER 4

ORDINANCE #

**AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS;
CHAPTER 4, SECTION 4.7.7.2, CENTRAL BUSINESS DISTRICT; CHAPTER 4,
SECTION 4.7.14, TABLE OF USES; AND CHAPTER 5, SECTION 5.18, SIDEWALK
SEATING, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE**

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December, 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January, 2010; and

NOW, THEREFORE, BE IT RESOLVED that Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.7.2, Central Business District; Chapter 4, Section 4.7.14, Table of Uses; and Chapter 5, Section 5.18, Sidewalk Seating, of the Town of Black Mountain Land Use Code, be amended to the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 1
Section 1.2.3 Definitions.

Sidewalk Seating: An area adjacent to and directly in front of a street-level eating or drinking establishment located within the sidewalk area of the public right-of-way and used exclusively for dining, drinking, and circulation of customers. Excludes benches and similar furniture that is directly against the wall of a building and removed from the sidewalk area.

Chapter 4
Section 4.7.7.2 Supplementary district requirements (CB).

- A. Primary entrances to buildings must connect to sidewalks.
- B. ~~Existing sidewalks may be used for outdoor seating.~~ Sidewalks may **also** be used for displays or temporary signs as permitted by Chapter 9 of this LUC as long as four feet (4' or 48"), as measured from the back of the curb toward the building, is maintained as free and clear passage for pedestrians and wheelchairs.
- C. As part of new construction, sidewalks are required adjacent to state and town roadways and must be a minimum of six feet wide. Sidewalks intended for shared use with outdoor seating or retail displays must be a minimum of 12 feet wide.

Chapter 4
Section 4.7.14, Table of Uses

Category	Uses	CR-1	SR-2	TR-4	UR-8	NMU-8	OI-6	CBD	HB-8	LI-8	HI-0
<u>Commercial</u>	<u>Sidewalk Seating</u>							<u>A</u>			

Chapter 5

Section 5.18 Sidewalk seating.

Sidewalk seating will comply with the following:

- A. **A free-and-clear passage area on the sidewalk that is a minimum of four feet wide between the outermost edge of the seating area barrier and the closest point of all fixtures, planter boxes, poles, etc., on the street side of the sidewalk.**
- B. **A removable post-and-rope type stanchion barrier.**
- C. **An annually renewed Sidewalk Seating permit that includes:**
 - a. **If alcoholic beverages are to be served on any day of the week, or at any time of the day, in the sidewalk seating area, a copy of the relevant ABC permit will be attached to the application.**
 - b. **A site plan.**
 - c. **Acknowledgement that the entire post-and-rope barrier system will be removed by the permit holder at the end of business hours on any day during which outdoor seating is set up.**
 - d. **Acknowledgement that the area will be used exclusively for dining, drinking, and circulation of customers.**

If there is sufficient room to establish outdoor seating, a parking space (or spaces) in a parking lot can be converted to a parklet through a joint agreement among property and business owners. A parklet is a cordoned-off area for seating and dining, and it typically includes significant landscaping or hardscaping to enhance the cordoning to make it noticeably clear that the area is not for vehicles.

READ, APPROVED, AND ADOPTED by a vote of _____ to _____ this the 8th day of September 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Council Member _____ made a motion to approve the following text amendments as presented.
A vote of _____.

ORDINANCE #O-24-07

AN ORDINANCE TO AMEND CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January 2010; and

NOW, THEREFORE, BE IT RESOLVED that Chapter 4, Alcoholic Beverages, of the Town of Black Mountain Code of Ordinances, be amended to the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 4 – ALCOHOLIC BEVERAGES

Sec. 4-1. – Drinking in public places, exceptions.

- (a) No person shall consume alcoholic beverages, as defined by G.S. 18B-101(4), on or within the rights-of-way of the municipal streets, boulevards, alleys, sidewalks, municipal recreation areas, parks, playgrounds, or municipal buildings or on any other property owned or occupied by the town, except as herein provided.
- (b) Exceptions:
 - (1) Any person who, for a fee, is using the Black Mountain Golf Course.
 - (2) Any person who has contracted to use and is using the Black Mountain Club House for a fee.
 - (3) Participants of a special event that has received an approved special event permit from the town that includes the serving of alcoholic beverages for consumption on streets and sidewalks closed pursuant to an approved special event permit.
 - (4) **Sidewalk seating meeting the requirements of Chapter 5, Section 5.18, Sidewalk Seating of the Town of Black Mountain Land Use Code.**

READ, APPROVED, AND ADOPTED by a vote of _____ to _____ this the 8th day of September 2025.

Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** September 8, 2025
AGENDA SECTION: Unfinished Business **DEPARTMENT:** Administration
TITLE OF ITEM: Ordinance Granting Public Service Company of NC, Inc. (d.b.a. Enbridge) the use to construct, operate and maintain a gas utility system within the Town of Black Mountain for a period of thirty (30) years.

SUGGESTED MOTION(S):

Approval of the 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.

SUMMARY:

Public Service Company, Inc., d.b.a. Enbridge (formerly Dominion Energy), has sent over the proposed franchise agreement renewal for operating natural gas utilities within the Town of Black Mountain. The original franchise agreement was adopted by the Town Council in 1995 for 30 years, expiring July 2025. A public hearing was held during the Town Council meeting on June 9th, 2025. At the June 9th, 2025 meeting, Town Council asked the Town Attorney to work on some amendments to the proposed agreement, which included disturbance of right-of-ways and text that was removed in the new proposed agreement from the previous agreement. Further, Council voted to extend the existing agreement for an additional seventy (70) days from its expiration in order for the attorney to work on these edits. At the time of the August 11, 2025, Town Council meeting, the Town's Attorney had made his revisions to the franchise agreement, but Enbridge officials had not yet reviewed or approved those proposed revisions. As a result, the Town Council voted to extend the current franchise agreement another thirty-five (35) days in order to have Enbridge officials submit their responses to proposed amendments by the Town's Attorney, prior to the September Town Council meeting. These suggested amendments are now ready for Town Council members to review. If the Town Council agrees with the suggested amendments agreed upon by both parties legal counsel, a motion and vote will be needed to approve the Ordinance granting Public Service Company of NC, Inc. d.b.a. Enbridge, the use to construct, operate, and maintain a gas utility within the Town for a period of thirty (30) years.

Attached is the original franchise agreement ordinance from July 1995, and the most current 2025 revised draft franchise agreement ordinance showing legal counsel's suggestions from the Town & Enbridge.

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. Black Mountain Franchise Agreement_Public Service Company of NC_Gas Utilities_approved July 10, 1995
2. 2025 Renewal Draft_Black Mountain Franchise Agreement (Redline)(EGNC Redlines 8.18.25)

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

NT-CC-0

successor body lawfully constituted.

- (h) **EERC** 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.

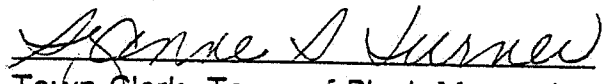
Should any court of competent jurisdiction declare any part, term or provision of this Ordinance illegal, unauthorized or in conflict with any law of the United States or the State of North Carolina, or to be in conflict with any valid rule or regulation duly promulgated by any agency or regulatory body 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

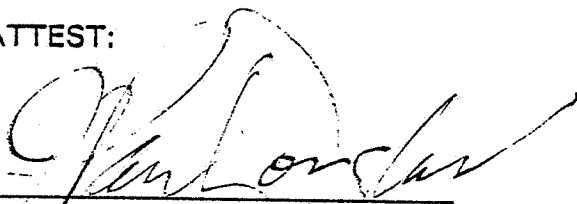
Acceptance of Franchise

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.

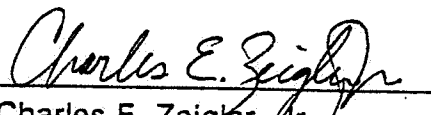
This the 27th day of September, 1995.

PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED

ATTEST:



J. Paul Douglas
Corporate Secretary

By: 

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

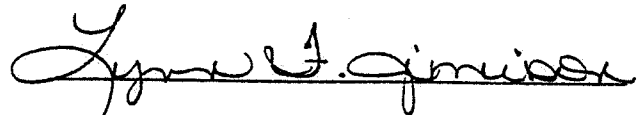
Acknowledgement

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

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/TOWN 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 and/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 and/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, installation, replacement or repair and shall be restored to the same good order and condition as when said work was commenced; provided, however, in the Town's sole reasonable discretion, should such work by the Company be located in a Public Way appropriate for imminent future construction of a sidewalk (which such location must be made known to the Company by the Town in advance), then the Company shall reasonably restore such area with appropriate-such material, including an aggregate base, to allow for such future sidewalk. Should any such damage occur due to the Company's failure to use due care during its work of construction, installation, replacement or repair, 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) To ensure compliance with this Ordinance by the Company, ~~a~~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.~~,~~ Aall 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.

(c) The Company shall make reasonable best efforts to construct and locate its Gas Utility Systems so as not to unreasonably interfere with any existing sewer or water connection and/or sewer lines, water mains and other utility infrastructure. The Company shall take ~~reasonable-Good Utility Practices steps necessary to~~in an effort to protect the located facilities of the Town and other utilities during its work.

(d) The Company shall make reasonable best efforts to coordinate with other utilities and their providers which use or are located ~~or will be located~~ in the Public Way ~~so as to allow any such~~

~~additional infrastructure to be properly constructed or installed.~~ Upon request of the Town, the Company shall provide information identifying the location of its Gas Utility System.

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 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 reasonably practicable.

Commented [EGNC1]: In an emergency, EGNC must have immediate and proximate access to the site.

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.

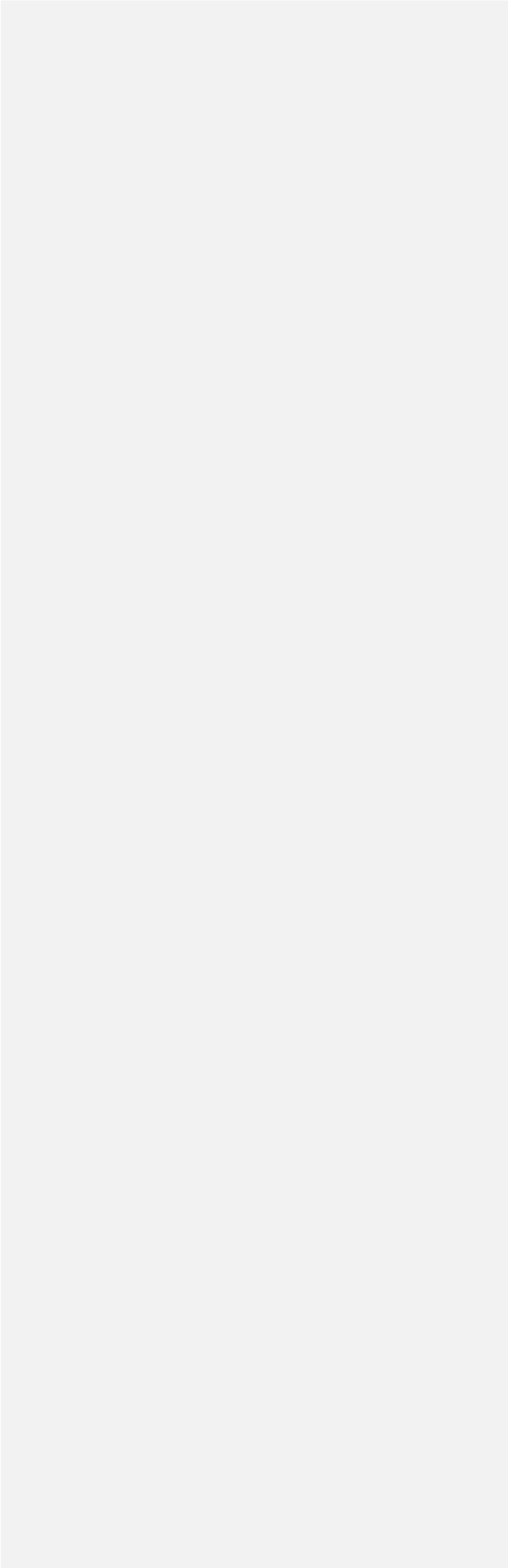
SECTION 12. Revocation

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 Council or its designee 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 [Council](#) 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 governing board, 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 Utility 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

PSNC 12-001A



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:

Its: Assistant Corporate Secretary

Kelly Gray
(Corporate Seal)



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: Unfinished Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Resolution to turn S. Ridgeway Avenue One-Way South to the Intersection of Sutton Avenue and S. Richardson Boulevard

SUGGESTED MOTION(S):

I move we approve the resolution to turn S. Ridgeway Avenue one-way south to the intersection of Sutton Avenue and S. Richardson Boulevard.

SUMMARY:

McAdams, formerly Traffic, Planning and Design, Inc., conducted a study in April of 2023, to look at turning S. Ridgeway Avenue southbound to Sutton Avenue at the intersection of Sutton Avenue and S. Richardson Boulevard into a one-way road. Based on the report, it was recommended that traffic be directed one-way southbound on S. Ridgeway Avenue to the intersection of Sutton Avenue and S. Richardson Boulevard and to re-time the signals at the intersection of S. Richardson Boulevard and State Street.

Due to the rising foot traffic that is being seen on Sutton Avenue and S. Ridgeway Avenue, staff is recommending that Council approve the traffic be redirected to one-way southbound on S. Ridgeway Avenue to the intersection of Sutton Avenue and S. Richardson Boulevard. This will allow for marked pedestrian space along both streets.

The Active Mobility Commission reviewed the study at their August 19th meeting and had the following comments:

- Consider a crossing from State Street at S. Ridgeway Avenue to N. Ridgeway Avenue for cyclists and pedestrians
- Recommend cyclists not go north
- More clarity on the cyclist and pedestrian accommodations and the separation of those
- Suggest crosswalks at Sutton Avenue and S. Richardson Boulevard
- Would like to see sidewalks be included as part of this project, especially along the north

side of Sutton Avenue where no sidewalk currently exists

- Explore how these changes would fit in with the route of the Fonta Flora Trail through town

The Planning Department also held a community meeting on September 3rd at Black Mountain Library to help explain the project to the community.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 25_09_08_RESOLUTION_S_RIDGEWAY_ONE_WAY
2. 2023-04-07 Ridgeway One-way Analysis
3. 25_09_08_Staff_report_Ridgeway_one_way

RESOLUTION #

RESOLUTION CHANGING S. RIDGEWAY AVENUE TO ONE-WAY TRAVEL SOUTH TO THE INTERSECTION OF SUTTON AVENUE AND S. RICHARDSON BOULEVARD

WHEREAS, the Town of Black Mountain seeks to protect public safety; and

WHEREAS, the Town of Black Mountain has completed a traffic pattern analysis from McAdams (formerly Traffic, Planning and Design, Inc.) dated March 2023, which has received support from the Town of Back Mountain Fire Department and the Town of Black Mountain Police Department; and

WHEREAS, the described traffic pattern analysis recommends one-way travel south from US 70 Hwy (E. State Street) to the intersection of Sutton Avenue and S. Richardson Boulevard; and

WHEREAS, it is in the public interest for S. Ridgeway Avenue to have one-travel south from US 70 Hwy (E. State Street) to the intersection of Sutton Avenue and S. Richardson Boulevard.

NOW, THEREFORE, BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA, THAT the Town Council support and authorize the changing of S. Ridgeway Avenue to a one-way street as recommended in the traffic pattern analysis from McAdams (formerly Traffic, Planning and Design, Inc.) dated March 2023, to be effective immediately.

I move the forgoing resolution:

Council Member

READ, APPROVED, AND ADOPTED by a vote of _____ to _____ on this 8th day of September 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Josh Harrold, Town Manager



TRAFFIC PLANNING AND DESIGN, INC.



Ridgeway Avenue One-Way Analysis

For Submission To:
Town of Black Mountain, NC

Ridgeway Avenue One-Way Analysis

FOR SUBMISSION TO:
Town of Black Mountain, NC

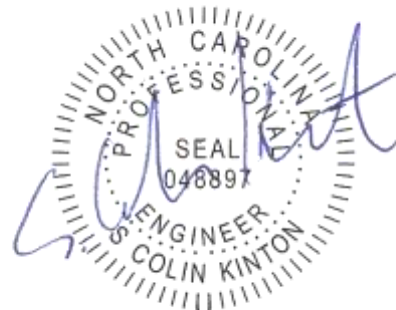
April 7, 2023
TPD # TOBM.00004

Prepared For:
Jessica Trotman, AICP
Planning Director
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

 **TRAFFIC PLANNING AND DESIGN, INC.**
Prepared By:
Traffic Planning and Design, Inc.
80 Charlotte Street
Suite 40
Asheville, NC 28801

Phone: (828) 417-3551
E-mail: TPD@TrafficPD.com
Website: www.trafficpd.com

NC Business License #C-4448



Colin Kinton, P.E.
Project Manager

North Carolina License Number PE-048897

Table of Contents

EXECUTIVE SUMMARY	i
RECOMMENDATIONS	ii
INTRODUCTION	1
EXISTING CONDITIONS	1
EXISTING ROADWAY NETWORK	1
EXISTING TRAFFIC VOLUME DATA	2
RIDGEWAY AVENUE - PEAK HOUR DATA ANALYSIS	2
SPEED CHARACTERISTICS	4
IDENTIFICATION OF HEAVY VEHICLE PERCENTAGES	4
FUTURE NO-BUILD CONDITIONS	4
ANNUAL BACKGROUND GROWTH	4
BUILD (REDISTRIBUTED) CONDITION TRAFFIC VOLUMES	4
LEVEL OF SERVICE	5
INTERSECTION LEVEL OF SERVICE	5
LEVEL OF SERVICE RESULTS	5
QUEUE ANALYSIS	8
SIGNAL TIMING ADJUSTMENTS	8
CONCLUSIONS	10

FIGURES 1 – 7

FIGURE 1: SITE LOCATION

FIGURE 2: EXISTING LANE CONFIGURATION

FIGURE 3: 2022 HONEYCUTT VOLUMES

FIGURE 4: 2022 EXISTING CONDITIONS - AM (MIDDAY) [PM]

FIGURE 4B: 2022 EXISTING CONDITIONS - SATURDAY

FIGURE 5A: 2024 NO-BUILD - AM (MIDDAY) [PM]

FIGURE 5B: 2024 NO-BUILD - SATURDAY

FIGURE 6A: 2024 REDISTRIBUTION VOLUMES - AM (MIDDAY) [PM]

FIGURE 6B: 2024 REDISTRIBUTION VOLUMES - SATURDAY

FIGURE 7A: 2024 BUILD - AM (MIDDAY) [PM]

FIGURE 7B: 2024 BUILD - SATURDAY

TABLES 1 - 9

TABLE 1: ROADWAY CHARACTERISTICS WITHIN STUDY AREA

TABLE 2: AVERAGE HOURLY VOLUME

TABLE 3: SPEED CHARACTERISTICS

TABLE 4: HEAVY VEIHICLE PERCENTAGES

TABLE 5: LEVEL OF SERVICE CRITERIA

TABLE 6: LEVEL OF SERVICE DELAY (SECONDS) SUMMARY

TABLE 7: MAXIMUM SIMTRAFFIC QUEUE (FEET)

TABLE 8: LEVEL OF SERVICE DELAY (SECONDS) SUMMARY – TIMING ADJUSTMENTS

TABLE 9: MAXIMUM SIMTRAFFIC QUEUE (FEET) – TIMING ADJUSTMENTS

TECHNICAL APPENDICES

APPENDIX A: MANUAL TRAFFIC COUNT PRINTOUTS

APPENDIX B: CAPACITY ANALYSES

APPENDIX C: NCDOT SIGNAL PLANS

EXECUTIVE SUMMARY

Traffic Planning and Design, Inc. (TPD) conducted a traffic analysis for Ridgeway Avenue. The corridor study area, as shown in **Figure 1**, extends from Richardson Blvd & Sutton Avenue intersection to Ridgeway Avenue & State Street intersection. The corridor is in the Town of Black Mountain, North Carolina.

The purpose of this study is to evaluate proposed one-way traffic flow on Ridgeway Avenue. This two-way to one-way traffic conversion will create an opportunity to reallocate roadway width to provide a shoulder for bicycle and pedestrian traffic on Ridgeway Avenue.

The scope of the traffic analysis in this report includes an evaluation of the existing traffic conditions and an analysis of proposed one-way traffic flow between Sutton Avenue at Richardson Boulevard and E. State Street at Ridgeway Avenue. One-way traffic flow to be studied would be southbound only due to geometric constraints at the E. State Street at Ridgeway Avenue intersection.

Under existing conditions, Ridgeway Avenue operates with 2 lanes and is a local downtown roadway running north and south between Sutton Avenue and State Street. There are a mix of residential, and commercial land uses along this stretch of Ridgeway Avenue. There are no existing sidewalk or bicycle facilities along Ridgeway Avenue. The recorded 2022 ADT volumes for Ridgeway Avenue is 2,494 vehicles per day (VPD). **Table 1** summarizes the existing roadway characteristics.

Traffic was analyzed for the weekday A.M. and weekday P.M. peak hours at the following study area intersections included in this analysis are as follows:

- » Sutton Avenue at Richardson Boulevard
- » E. State Street at Ridgeway Avenue
- » E. State Street at Montreat Road/Broadway Avenue
- » E. State Street at Richardson Boulevard
- » Sutton Avenue at Broadway Avenue

Note: Traffic counts for the Saturday midday peak hour were reviewed and are lower than the volumes analyzed during the weekday analysis. As such, it was determined that additional Saturday analysis was not warranted.

The results of the analysis indicate that the study area intersections are anticipated to operate at the same overall intersection level of service (ILOS) after redistribution of traffic, with one exception. After redistributing traffic from Ridgeway Avenue through the Richardson Boulevard and State Street signalized intersection, the northbound thru-right movement resulted in an increase in delay and vehicle queues that requires mitigation through signal retiming. **With the proposed timing revision for the traffic signal at Richardson Boulevard and State Street, all intersection movements will operate an acceptable LOS C or better and all turning lane queues will remain within available storage capacity. As such, the impact of this one-way conversion will be adequately mitigated.**

A more detailed summary of traffic analysis results is as follows:

Richardson Boulevard & State Street

- » With no mitigation, under the 2024 Build (Redistributed) Analysis, during the midday peak hour, the northbound thru-right movement LOS is anticipated to drop from LOS C to LOS E with an increase in delay of 43.8 seconds. During the P.M. peak hour, the northbound thru-right movement LOS is anticipated to drop from LOS C to LOS F with an increase in delay of 60.4 seconds. To reduce

the increase in delay, **signal timing is recommended as discussed further in the Signal Timing Adjustments Section of this report.**

- » With no mitigation, under the 2024 Build (Redistributed), the northbound left approach queue is anticipated to increase from 48 feet to 356 feet in the midday peak hour. During the PM peak hour, the northbound left approach queue is anticipated to increase from 68 feet to 359 feet. To reduce the increase in queue, **signal timing is recommended as discussed further in the Signal Timing Adjustments Section of this report.**
- » Signal timing modifications, to provide additional green time to the northbound and southbound movements, will mitigate the impacts of the one-way conversion based on overall intersection delay and queueing. Comparing Build conditions (no-mitigation) to Build conditions with revised signal retiming, the northbound thru-right improves in the midday peak hour reducing delay from 68.4 seconds to 30.4 seconds and improving the LOS from E to C. The northbound thru-right improves in the P.M. peak hour reducing delay from 84.3 seconds to 33.8 seconds and improving the LOS from F to C. The northbound left queuing during the midday peak hour improves from 356 feet to 67 feet. The northbound left queuing during the P.M. peak hour improves from 359 feet to 46 feet.

RECOMMENDATIONS

Ridgeway Avenue & State Street

- » Install On-Way signage on Ridgeway Avenue to alert motorists of the direction of vehicular flow.

Richardson Boulevard & Sutton Avenue

- » Install DO NOT ENTER and Right Turn Only signage on Sutton Avenue to alert motorists of the direction of vehicular flow and prevent wrong way travel.
- » Install NO LEFT TURN signs on southbound Richardson Boulevard.

Ridgeway Avenue & Center Avenue

- » Install appropriate DO NOT ENTER, ONE WAY, and NO RIGHT TURN signs on Center Avenue and Ridgeway Avenue to alert motorists of the direction of travel and prevent wrong way travel.

INTRODUCTION

Traffic Planning and Design, Inc. (TPD) conducted a traffic analysis for Ridgeway Avenue. The corridor study area, as shown in **Figure 1**, extends from Richardson Blvd & Sutton Avenue intersection to Ridgeway Avenue & State Street intersection. The corridor is in the Town of Black Mountain, North Carolina. Ridgeway Avenue and Sutton Avenue are Town maintained roadways.

The purpose of this study is to evaluate proposed one-way traffic flow on South Ridgeway Avenue. This two-way to one-way traffic conversion will create an opportunity to reallocate roadway width to provide a shoulder for bicycle and pedestrian traffic on South Ridgeway Avenue.

The scope of the traffic analysis in this report includes an evaluation of the existing traffic conditions and an analysis of proposed one-way traffic flow between Sutton Avenue at Richardson Boulevard and E. State Street at Ridgeway Avenue. One-way traffic flow to be studied would be southbound only due to geometric constraints at the E. State Street at Ridgeway Avenue intersection.

Under existing conditions, Ridgeway Avenue operates with 2 lanes and is a local downtown roadway running north and south between Sutton Avenue and State Street. There are a mix of residential, and commercial land uses along this stretch of Ridgeway Avenue. There are no existing sidewalk or bicycle facilities along Ridgeway Avenue. The recorded 2022 ADT volumes for Ridgeway Avenue is 2,494 vehicles per day (VPD). **Table 1** summarizes the existing roadway characteristics.

EXISTING CONDITIONS

Existing Roadway Network

For this analysis, the following intersections adjacent to the corridor were evaluated:

- » E. State Street at Ridgeway Avenue
- » E. State Street at Montreat Road/Broadway Avenue
- » E. State Street at Richardson Boulevard
- » Sutton Avenue at Broadway Avenue
- » Sutton Avenue at Richardson Boulevard

Table 1 summarizes the existing roadway characteristics. The existing lane configurations are illustrated in **Figure 2**.

TABLE 1: EXISTING ROADWAY CHARACTERISTICS

Roadway	Roadway Maintenance	Predominant Directional Orientation	Posted Speed Limit
State St	Local	East-West	20 MPH
Montreat/Broadway	Local	North-South	20 MPH
Richardson Blvd	Local	North-South	20 MPH
Ridgeway Ave	Local	North-South	25 MPH
Sutton Ave	Local	East-West	25 MPH

The following is a description of the intersecting roadways:

- » State Street - State Street currently operates with one lane east and west with a 2-way left turn lane. The posted speed limit is 20 MPH. There is a mix of residential, commercial and office land uses along this stretch of State Street. There are existing sidewalks along the north and south side of the corridor. There are no existing bicycle facilities. The NCDOT recorded 2018 AADT for this corridor is 7,600 vehicles per day (VPD) for State Street.
- » Ridgeway and Sutton Avenues - Ridgeway and Sutton Avenues currently operate with one lane north and south. The posted speed limit is 25 MPH. The pavement width is approximately 20 feet. There are a mix of residential, commercial land uses along this stretch of Ridgeway/Sutton Avenue. There are no existing sidewalk or bike facilities. The recorded 2022 ADT volumes for Ridgeway Avenue is 2,494 vehicles per day (VPD).

Existing Traffic Volume Data

Twenty-four (24) hour Automatic Traffic Recorder (ATR) counts for a seven (7) day period (Dec 14, 2022 – Dec 20, 2022) for determining daily and hourly traffic flows, along with distribution of northbound versus southbound traffic. ATR counts were collected at one (1) location on S. Ridgeway Avenue.

New intersection turning movement traffic counts were collected between December 13 and 14, 2022 (Tuesday and Wednesday) between the hours of 7:00 AM and 7:00 PM and on Saturday, December 17, 2022, between the hours of 12:00 noon and 3:00 PM at the following intersections:

- » Sutton Avenue at Richardson Boulevard
- » E. State Street at Ridgeway Avenue

Previously collected traffic count data (2019 and 2017) for the following intersections were utilized with balancing adjustments to reflect current traffic volumes:

- » E. State Street at Montreat Road/Broadway Avenue
- » E. State Street at Richardson Boulevard
- » Sutton Avenue at Broadway Avenue

For volume balancing, the overall study area peak hours were utilized as follows:

- » Weekday Morning: 7:15-8:15 A.M.
- » Weekday Midday: 12:15-1:15 P.M.
- » Weekday Evening: 3:00-4:00 P.M.
- » Saturday Midday: 12:15-1:15 P.M.

For the E. State Street & Montreat and E. State Street & Richardson intersections, peak hour volumes were utilized from TPDs' Honeycutt One-Way Analysis and are illustrated in **Figure 3**.

Existing condition traffic volumes for the weekday A.M., Midday, and P.M. peak hours are illustrated in **Figure 4A**. Existing condition traffic volumes for the weekend Saturday peak hour are illustrated in **Figure 4B**. Manual traffic count data sheets and calculations are provided in **Appendix A**.

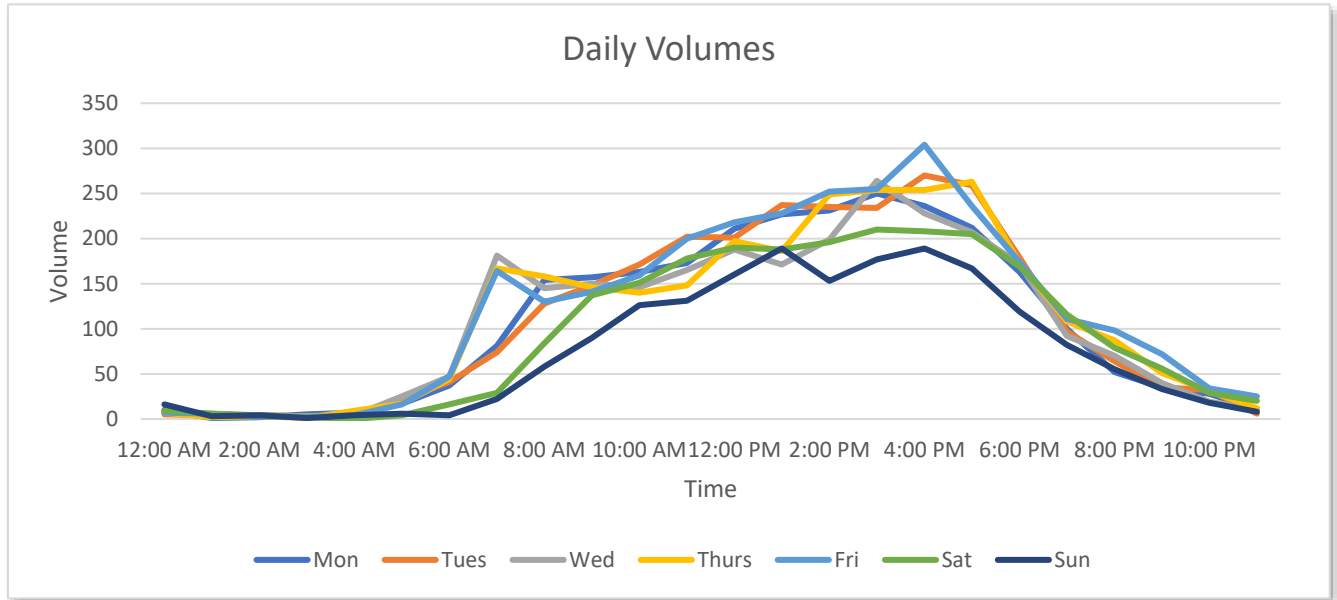
Ridgeway Avenue - Peak Hour Data Analysis

Table 2 and **Graphs 1** and **2** below summarize the directional volume data collected from the 24-hour Automatic Traffic Recorder (ATR) counts on Ridgeway Avenue from December 14-20, 2022.

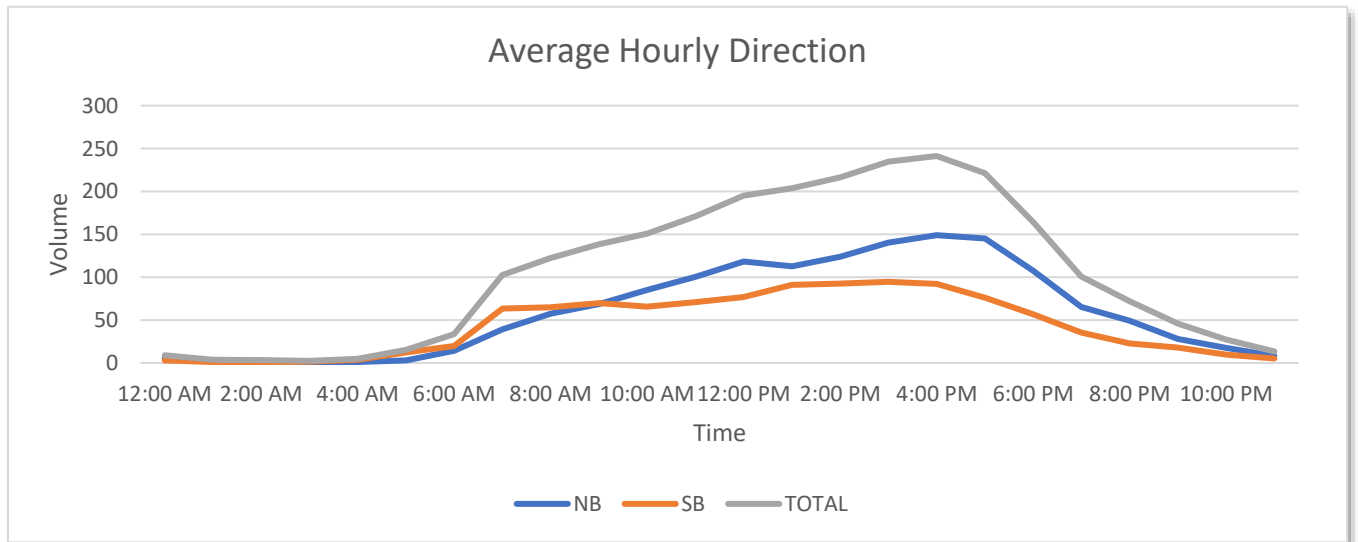
Table 2: Average Hourly Volume (northbound + southbound)

Ridgeway Avenue	A.M.		Midday		P.M.	
	Northbound	Southbound	Northbound	Southbound	Northbound	Southbound
Weekday	51 vph	82 vph	123 vph	80 vph	150 vph	100 vph
Weekend	9 vph	17 vph	106 vph	69 vph	114 vph	80 vph

**GRAPH 1:
TYPICAL DAILY TRAFFIC PATTERNS ON RIDGEWAY AVENUE NORTHBOUND + SOUTHBOUND**



**GRAPH 2:
AVERAGE HOURLY DIRECTIONAL FLOW ON RIDGEWAY AVENUE**



Speed Characteristics

Table 3 summarizes speed data that was collected from the 24-hour ATR counts from December 14-20, 2022.

Table 3: Ridgeway Avenue Speed Characteristics

Ridgeway Avenue	Northbound	Southbound	Total
85 th Percentile	31 MPH	28 MPH	29 MPH
Average Speed	26 MPH	23 MPH	24 MPH
Pace Speed	21-30 MPH	21-30 MPH	21-30 MPH

Identification of Heavy Vehicle Percentages

Table 4 summarizes heavy vehicle (truck) data collected from the 24-hour ATR counts from December 14-20, 2022.

Table 4: Heavy Vehicle Percentages for Ridgeway Avenue (Buses + 2 axel-6 tire)

Ridgeway Avenue	Heavy Vehicle Percentage %
Northbound	4.3
Southbound	2.7
Total	3.7

FUTURE NO-BUILD CONDITIONS

Annual Background Growth

Background growth factors for the roadways in the study area were developed by TPD. A background growth trend factor of 1% per year was utilized to apply two years of growth for the 2024 future year. The additional traffic volumes due to background growth were added to the existing traffic data to produce 2024 No-Build condition traffic volumes. No-Build condition volumes for the weekday A.M, Midday, and P.M. peak hours are illustrated in **Figure 5A** for the future year 2024 conditions. No-Build condition volumes for the weekend Saturday peak hour are illustrated in **Figure 5B** for the future year 2024 conditions.

BUILD (REDISTRIBUTED) CONDITION TRAFFIC VOLUMES

Northbound traffic volumes on Ridgeway Avenue were redistributed throughout the network to account for the proposed one-way southbound flow between the intersections of State Street & Ridgeway Avenue and Sutton Avenue & Richardson Boulevard. Since the northbound traffic will be restricted under this "Build" Condition, all existing northbound Ridgeway traffic was redistributed to other roadways in the study area.

Redistribution volumes for the weekday A.M, Midday, and P.M. peak hours are illustrated in **Figure 6A**. Redistribution volumes for the weekend Saturday peak hour is illustrated in **Figure 6B**. Build (Redistributed)

condition volumes for the weekday A.M, Midday, and P.M. peak hours are illustrated in **Figure 7A** for the future year 2024 Build conditions. Build (Redistributed) condition volumes for the weekend Saturday peak hour is illustrated in **Figure 7B** for the future year 2024 Build conditions.

LEVEL OF SERVICE

Intersection Level of Service

For analysis of intersections, level of service is defined in terms of delay, which is a measure of driver discomfort and frustration, fuel consumption, and lost travel time. LOS criteria is stated in terms of control delay per vehicle for a one-hour analysis period. Control delay includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The criteria are indicated in **Table 5**. Delay, as it relates to level of service, is a complex measure and is dependent upon several variables. For signalized intersections, these variables include the quality of vehicle progression, the cycle length, the green time ratio, and the volume/capacity ratio for the lane group in question. For unsignalized intersections, delay is related to the availability of gaps in the flow of traffic on the major street and the driver's discretion in selecting an appropriate gap for a particular movement from the minor street (straight across, left or right-turn).

TABLE 5: LEVEL OF SERVICE CRITERIA

Level of Service	Control Delay Per Vehicle (Seconds)	
	Signalized	Unsignalized ¹
A	< 10	< 10
B	> 10 and < 20	> 10 and < 15
C	> 20 and < 35	> 15 and < 25
D	> 35 and < 55	> 25 and < 35
E	> 55 and < 80	> 35 and < 50
F	> 80 or v/c > 1.0	> 50 or v/c > 1.0

¹ Obtained from Exhibits 18-4 and 19-1 of the Transportation Research Board's Highway Capacity Manual 2010

The existing intersections were analyzed according to the methodologies contained in the *Highway Capacity Manual (HCM) 6th Edition* and using Synchro 10 software, and the reports are included in **Appendix B**. The signals in the corridor are not currently coordinated and are fully actuated. Existing signal plans are included in **Appendix C**. The Level of Service (LOS) analysis for all the intersections in the corridor was conducted using Synchro 10 software.

Level of Service Results

Level of service (LOS) analysis for the study area intersections are shown in **Table 6**.

**TABLE 6
LEVEL OF SERVICE DELAY (SECONDS) SUMMARY – AM & MIDDAY**

Intersection	Movement	Weekday A.M. Peak Hour					
		Existing Condition		2024 Conditions			
		LOS	Delay	No-Build		Build	
		LOS	Delay	LOS	Delay	LOS	Delay
Richardson Blvd & State Street	EB Approach	A	7.5	A	7.4	A	7.4
	EB L	A	5.9	A	5.9	A	5.9
	EB TR	A	7.6	A	7.5	A	7.5
	WB Approach	A	9.6	A	9.2	A	9.2
	WB L	A	6.2	A	6.1	A	6.1
	WB TR	A	10.0	A	9.6	A	9.6
	NB Approach	C	23.4	C	23.0	C	33.5
	NB L	B	19.6	B	19.6	B	19.6
	NB TR	C	23.6	C	23.3	C	34.0
	SB Approach	C	20.1	C	20.0	C	20.1
	SB L	C	20.5	C	20.3	C	20.5
SB TR	B	19.4	B	19.4	B	19.4	
ILOS	B	10.5	B	10.2	B	13.2	
Ridgeway Avenue & State Street	EB L	A	8.9	A	8.5	A	8.5
	WB L	A	8.2	A	8.0	A	8.3
	NB LTR	B	13.0	B	11.4	---	---
	SB LTR	D	29.4	C	20.8	C	21.5
Richardson Blvd & Sutton Avenue	EB L	A	7.7	A	7.7	A	7.9
	SB LTR	A	9.3	A	9.2	A	9.2
Intersection	Movement	Weekday MIDDAY Peak Hour					
		Existing Condition		2024 Conditions			
		LOS	Delay	No-Build		Build	
		LOS	Delay	LOS	Delay	LOS	Delay
Richardson Blvd & State Street	EB Approach	A	7.3	A	7.3	A	7.3
	EB L	A	6.2	A	6.2	A	6.2
	EB TR	A	7.4	A	7.5	A	7.5
	WB Approach	A	7.5	A	7.6	A	7.5
	WB L	A	6.1	A	6.1	A	6.1
	WB TR	A	7.8	A	7.8	A	7.7
	NB Approach	C	23.7	C	23.8	E	62.8
	NB L	C	21.1	C	21.1	C	21.5
	NB TR	C	24.5	C	24.6	E	68.4
	SB Approach	C	20.4	C	20.4	C	20.5
	SB L	B	20.0	B	20.0	C	20.4
SB TR	C	20.5	C	20.5	C	20.5	
ILOS	B	10.6	B	10.6	C	23.8	
Ridgeway Avenue & State Street	EB L	A	7.8	A	7.8	A	7.8
	WB L	A	7.9	A	7.9	A	8.3
	NB LTR	B	12.3	B	12.5	---	---
	SB LTR	B	12.9	B	13.2	B	13.6
Richardson Blvd & Sutton Avenue	EB L	A	7.7	A	7.7	A	8.1
	SB LTR	A	9.8	A	9.9	A	9.3

TABLE 6 (CONT.)
LEVEL OF SERVICE DELAY (SECONDS) SUMMARY – PM

Intersection	Movement	Weekday P.M. Peak Hour					
		Existing Condition		2024 Conditions			
		LOS	Delay	No-Build		Build	
		LOS	Delay	LOS	Delay	LOS	Delay
Richardson Blvd & State Street	EB Approach	A	8.4	A	8.5	A	8.4
	EB L	A	6.0	A	6.1	A	6.0
	EB TR	A	8.6	A	8.7	A	8.6
	WB Approach	A	8.1	A	8.1	A	7.9
	WB L	A	6.5	A	6.6	A	6.6
	WB TR	A	8.3	A	8.3	A	8.2
	NB Approach	C	23.2	C	23.3	E	78.7
	NB L	C	20.7	C	20.6	C	20.9
	NB TR	C	23.8	C	23.9	F	84.3
	SB Approach	C	20.1	C	20.1	C	20.4
	SB L	C	20.2	C	20.2	C	21.0
SB TR	C	20.1	C	20.1	C	20.1	
	ILOS	B	10.4	B	10.4	C	26.4
Ridgeway Avenue & State Street	EB L	A	7.9	A	7.9	A	7.9
	WB L	A	8.4	A	8.4	A	9.1
	NB LTR	C	15.6	C	16.0	---	---
	SB LTR	B	14.6	B	14.8	C	16.9
Richardson Blvd & Sutton Avenue	EB L	A	7.7	A	7.7	A	8.2
	SB LTR	B	10.0	B	10.0	A	9.6

Under the 2024 Build (Redistributed) Analysis without any proposed mitigation, the Richardson Boulevard & State Street intersection, the following conditions are noted:

- » During the midday peak hour, the northbound thru-right movement LOS is anticipated to drop from LOS C to LOS E with an increase in delay of 43.8 seconds.
- » During the P.M. peak hour, the northbound thru-right movement LOS is anticipated to drop from LOS C to LOS F with an increase in delay of 60.4 seconds.
- » To reduce the increase in delay, **signal timing is recommended as discussed further in the Signal Timing Adjustments Section of this report.**

QUEUE ANALYSIS

Queue analyses were conducted at the study area intersections using *Synchro 11* software. For this analysis, the 95th percentile Synchro queue and SimTraffic Max Observed queue are summarized in **Table 7** below.

TABLE 7
SIMTRAFFIC MAX QUEUE (FEET) ANALYSIS

Intersection	Movement	Available Storage	Weekday A.M. Peak Hour			Weekday Midday Peak Hour			Weekday P.M. Peak Hour		
			Existing	2024 Conditions		Existing	2024 Conditions		Existing	2024 Conditions	
				No-Build	Build		No-Build	Build		No-Build	Build
Richardson Blvd & State Street	EB L	200	48	84	50	69	68	52	72	124	52
	EB TR	---	205	295	[121]	206	136	268	221	267	268
	WB L	---	92	72	157	79	69	74	54	75	74
	WB TR	---	141	182	267	150	171	194	113	143	194
	NB L	125	44	23	24	43	48	356	68	68	359
	NB TR	---	106	110	129	108	83	[219]	87	[67]	[240]
	SB L	80	47	47	28	49	28	50	48	50	50
	SB TR	---	52	30	30	52	71	71	95	73	71
Ridgeway Avenue & State Street	EB L	150	49	47	50	25	26	127	26	0	127
	WB L	100	62	60	48	94	47	92	100	70	92
	NB LTR	---	72	73	---	72	69	---	68	113	---
	SB LTR	---	45	24	45	45	24	47	46	24	47
Richardson Blvd & Sutton Avenue	EB L	---	53	53	31	55	68	72	55	52	72
	SB LTR	---	78	54	30	56	56	78	80	70	78

SimTraffic Max Queue [95th percentile Synchro Queue] – XX [XX]

Under the 2024 Build (redistributed) conditions without any proposed mitigation for the A.M, midday, and P.M. peak hours at the Richardson Boulevard & State Street intersection the following conditions are noted:

- » The northbound left approach is anticipated to increase in queue from 48 feet to 356 feet in the midday peak hour exceeding the available storage.
- » The northbound left approach is anticipated to increase in queue from 68 feet to 359 feet in the midday peak hour exceeding the available storage.
- » To reduce the increase in queue, **signal timing is recommended as discussed further in the Signal Timing Adjustments Section of this report.**

For all other intersections, from no-build to build (redistributed) conditions, queues are not anticipated to exceed the available storage. Therefore, there are no other recommendations for minimizing queue lengths.

SIGNAL TIMING ADJUSTMENTS

Level of service (LOS) analysis for the timing adjusted study area intersection of Richardson Boulevard & State Street is provided in **Table 8**. The 95th percentile Synchro queue and SimTraffic Max Observed queue for the timing adjusted intersection is summarized in **Table 9** below. Proposed retiming includes an increased green time for the northbound and southbound movements and a decrease in green time for the westbound and eastbound movements.

**TABLE 8
LEVEL OF SERVICE DELAY (SECONDS) SUMMARY – TIMING ADJUSTMENT**

Intersection	Movement	Weekday Midday Peak Hour						Weekday P.M. Peak Hour					
		2024 No-Build		2024 Build		2024 Build*		2024 No-Build		2024 Build		2024 Build*	
		LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
Richardson Blvd & State Street	EB App.	D	43.7	A	7.3	A	9.8	A	8.5	A	8.4	A	9.9
	EB L	A	6.2	A	6.2	A	8.3	A	6.1	A	6.0	A	7.1
	EB TR	A	7.5	A	7.5	B	10.1	A	8.7	A	8.6	B	10.1
	WB App.	C	29.7	A	7.5	B	10.1	A	8.1	A	7.9	A	9.3
	WB L	A	6.1	A	6.1	A	8.2	A	6.6	A	6.6	A	7.8
	WB TR	A	7.8	A	7.7	B	10.4	A	8.3	A	8.2	A	9.6
	NB App.	E	59.7	E	62.8	C	29.2	C	23.3	E	78.7	C	32.3
	NB L	C	21.1	C	21.5	B	17.5	C	20.6	C	20.9	B	17.2
	NB TR	C	24.6	E	68.4	C	30.8	C	23.9	F	84.3	C	33.8
	SB App.	E	62.3	C	20.5	B	16.9	C	20.1	C	20.4	B	16.8
	SB L	B	20.0	C	20.4	B	16.8	C	20.2	C	21.0	B	17.2
	SB TR	C	20.5	C	20.5	B	17.0	C	20.1	C	20.1	B	16.7
ILOS	B	10.6	C	23.8	B	15.8	B	10.4	C	26.4	B	15.6	

2024 Build* = Signal Timing Adjustments Applied

**TABLE 9
SIMTRAFFIC MAX QUEUE (FEET) ANALYSIS – TIMING ADJUSTMENT**

Intersection	Movement	Available Storage	Weekday Midday Peak Hour			Weekday P.M. Peak Hour		
			2024 Conditions			2024 Conditions		
			No-Build	Build	Build*	No-Build	Build	Build*
Richardson Blvd & State Street	EB L	200	68	52	124	124	52	119
	EB TR	---	136	268	218	267	268	226
	WB L	---	69	74	111	75	74	54
	WB TR	---	171	194	158	143	194	177
	NB L	125	48	356	67	68	359	46
	NB TR	---	83	[219]	178	[67]	[240]	[198]
	SB L	80	28	50	28	50	50	28
	SB TR	---	71	71	69	73	71	51

2024 Build* = Signal Timing Adjustments Applied

SimTraffic Max Queue [95th percentile Synchro Queue] – XX [XX]

As indicated in the above tables, modifying the signal timing, and redistributing green time to the northbound and southbound movements will mitigate the impacts of the one-way conversion based on overall intersection delay and queueing. When comparing Build conditions (no-mitigation) to Build* with signal retiming:

- » The northbound thru-right improves in the midday peak hour reducing delay from 68.4 seconds to 30.4 seconds and improving the LOS from E to C. The northbound thru-right improves in the P.M. peak hour reducing delay from 84.3 seconds to 33.8 seconds and improving the LOS from F to C. Both for Midday and P.M. peak hours, adjusting the signal timing has reduced queueing for the northbound thru-right movement.
- » The eastbound thru-right and westbound thru-right during the midday and P.M. peak hours experienced a drop from LOS A to B. This is not a concern as these movements only see a small 2-4 second increase in delay.

- » The northbound left queuing during the midday peak hour improves from 356 feet to 67 feet. The northbound left queuing during the P.M. peak hour improves from 359 feet to 46 feet.

CONCLUSIONS

The results of the analysis indicate that the study area intersections are anticipated to operate at the same overall intersection level of service (ILOS) after redistribution of traffic, with one exception. After redistributing traffic from Ridgeway Avenue through the Richardson Boulevard and State Street signalized intersection, the northbound thru-right movement resulted in an increase in delay and vehicle queues that requires mitigation through signal retiming. **With the proposed timing revision for the traffic signal at Richardson Boulevard and State Street, all intersection movements will operate an acceptable LOS C or better and all turning lane queues will remain within available storage capacity. As such, the impact of this one-way conversion will be adequately mitigated.**

Note: Traffic counts for the Saturday midday peak hour were reviewed and are lower than the volumes analyzed during the weekday analysis. As such, it was determined that additional Saturday analysis was not warranted.

Richardson Boulevard & State Street

- » With no mitigation, under the 2024 Build (Redistributed) Analysis, during the midday peak hour, the northbound thru-right movement LOS is anticipated to drop from LOS C to LOS E with an increase in delay of 43.8 seconds. During the P.M. peak hour, the northbound thru-right movement LOS is anticipated to drop from LOS C to LOS F with an increase in delay of 60.4 seconds. To reduce the increase in delay, signal timing recommendations were provided.
- » With no mitigation, under the 2024 Build (Redistributed), the northbound left approach queue is anticipated to increase from 48 feet to 356 feet in the midday peak hour. During the PM peak hour, the northbound left approach queue is anticipated to increase from 68 feet to 359 feet. To reduce the increase in queue, signal timing recommendations are provided.
- » Signal timing modifications, to provide additional green time to the northbound and southbound movements, will mitigate the impacts of the one-way conversion based on overall intersection delay and queueing. Comparing Build conditions (no-mitigation) to Build conditions with revised signal retiming, the northbound thru-right improves in the midday peak hour reducing delay from 68.4 seconds to 30.4 seconds and improving the LOS from E to C. The northbound thru-right improves in the P.M. peak hour reducing delay from 84.3 seconds to 33.8 seconds and improving the LOS from F to C. The northbound left queuing during the midday peak hour improves from 356 feet to 67 feet. The northbound left queuing during the P.M. peak hour improves from 359 feet to 46 feet.

Ridgeway Avenue & State Street

- » Install On-Way signage on Ridgeway Avenue to alert motorists of the direction of vehicular flow.
- » After redistribution, all movements will operate at acceptable LOS with no concerning queue lengths.

Richardson Boulevard and Sutton Avenue

- » Install DO NOT ENTER and Right Turn Only signage on Sutton Avenue to alert motorists of the direction of vehicular flow and prevent wrong way travel.
- » Install NO LEFT TURN signs on southbound Richardson Boulevard.
- » After redistribution, all movements will operate at acceptable LOS with no concerning queue lengths.

Ridgeway Avenue & Center Avenue

- » Install appropriate DO NOT ENTER, ONE WAY, and NO RIGHT TURN signs on Center Avenue and Ridgeway Avenue to alert motorists of the direction of travel and prevent wrong way travel.



TOWN OF BLACK MOUNTAIN STAFF REPORT

For September 8, 2025, Town Council Meeting

STAFF RECOMMENDATION

Staff suggests Town Council implement the recommendations of *Ridgeway Avenue One-Way Analysis*, a study prepared by McAdams (formerly Traffic Planning and Design, Inc. (TPD)) for the Town and dated April 7, 2023. In addition, staff suggest Council direct staff to create a zone for pedestrians and cyclists on the roadway segments that are converted to one-way.

With a finding that converting to a one-way traffic pattern will not negatively impact Levels of Service, the McAdams (formerly TPD) study recommends making S. Ridgeway Avenue, as well as the portion of Sutton Avenue between S. Ridgeway Avenue and S. Richardson Avenue, one-way.

DETAILS OF STAFF RECOMMENDATION

The Town engaged McAdams (formerly TPD) to conduct a traffic analysis for S. Ridgeway Avenue and the adjacent portion of Sutton Avenue, evaluating a one-way traffic flow scenario. "This two-way to one-way traffic conversion will create an opportunity to reallocate roadway width to provide a shoulder for bicycle and pedestrian traffic on S. Ridgeway Avenue" (quoting from the executive summary).

Ridgeway Avenue One-Way Analysis recommends making South Ridgeway Avenue, as well as the portion of Sutton Avenue between S. Ridgeway Avenue and S. Richardson Avenue, one-way. To implement the recommendation, the Town will have to take the following steps:

- In consultation with DOT, adjust the timing of the signal at S. Richardson Boulevard & State Street.
- Install signage:
 - At the S. Ridgeway Avenue & State Street intersection: One-Way signage on S. Ridgeway Avenue to alert motorists of the direction of vehicular flow.
 - At the S. Richardson Boulevard & Sutton Avenue intersection:
 - DO NOT ENTER and Right Turn Only signage on Sutton Avenue to alert motorists of the direction of vehicular flow and prevent wrong way travel.
 - NO LEFT TURN signs on southbound Richardson Boulevard.
 - At the S. Ridgeway Avenue & Center Avenue intersection:
 - DO NOT ENTER, ONE WAY, and NO RIGHT TURN signs on Center Avenue and S. Ridgeway Avenue to alert motorists of the direction of travel and prevent wrong way travel.

With the street segments serving in a one-lane/one-way capacity, there is room to create a zone for pedestrians and cyclists, with pavement markings and/or physical barriers safely separating motorized and non-motorized users. As this area of downtown is experiencing development and redevelopment,



and as the large parcel that is 141 S. Richardson Blvd can reasonably be expected to be occupied or more intensely developed in the future, now is the time to establish critical portions of the Town's long-stated multi-modal transportation goals.

South Ridgeway Avenue is 0.19 mile in length, according to the Powell Bill Street Map of Black Mountain. Sutton Avenue between South Ridgeway Avenue and South Richardson Avenue is approximately 0.076 mile in length. Thus, the full extent of the project is .266 mile. South Ridgeway Avenue is bordered by the Central Business (CB) zoning district on the west, by CB and Highway Business (HB-8) on the east. Sutton Avenue between South Ridgeway Avenue and South Richardson Avenue is bordered by CB on the north and by the Norfolk Southern right-of-way on the south.

ANALYSIS

CONSISTENCY WITH ADOPTED POLICY GUIDANCE:

The Future Land Use Map in the Town's comprehensive plan, *Elevate Black Mountain*, identifies all of South Ridgeway Avenue and all of Sutton Avenue as being in the Downtown area. Downtown is one of six **Activity and Employment** areas on the map. (In addition, there are five **Neighborhood** areas.) One of the four *Opportunities* for Downtown is: "Enhance streetscapes with street trees, wider sidewalks, pedestrian amenities, and burying overhead wires."

Elevate Black Mountain has eight Development Principles, one of which specifically emphasizes pedestrians and cyclists:

Principle 4: Places throughout Black Mountain are well connected and designed to balance the needs of pedestrians, drivers, cyclists, and transit users.

Among the opportunities identified are:

- Well-connected streets will be designed with short blocks and include sidewalks to facilitate walking.
- Streets and trails will have high connectivity within and between neighborhoods and commercial districts.
- Bicycle and pedestrian paths and supporting amenities will be integrated into new development and areas undergoing redevelopment.

Elevate's goals emphasize multi-modal transportation, including specific policy recommendations.

WALKABLE & LIVABLE

Goal 2.1: Complete neighborhoods with diverse housing options and walkable daily needs, jobs, and services

Policy 2.1.2: Build a network of active mixed-use walkable centers that are well-connected by multimodal corridors.

Goal 2.4: Unique community character that celebrates the Town's history, provides gateways, enhances safety, and creates active and exciting places



Policy 2.4.2: Use the town’s walkable and special historic character as a guide for design of new development.

Goal 2.6: An active environment that supports physical activity and healthy living

Policy 2.6.1: New growth should use best practice principles of walkable design to improve human health through active modes of transportation.

CONNECTED & ACCESSIBLE

Goal 6.1: Multiple safe and realistic transportation mode options for residents

Policy 6.1.1: Enhance street intersection safety, pedestrian crossings, and other traffic-calming measures.

Policy 6.1.2: Prioritize physical barriers, such as curbs, on-street parking, trees, curbs, or bollards, between automobile lanes and non-automotive infrastructure.

Goal 6.2: Non-automotive transportation network

Policy 6.2.1: Establish a connected network of local and regional protected bicycle lanes, paths, and greenways.

Policy 6.2.2: Expand the Town’s sidewalk and street tree network within both new and existing development. Enhance connectivity between denser neighborhoods and services.

The *Black Mountain Creating Outdoor Recreation Economies (CORE) Strategic Plan 2023-2028* includes Action Strategy #5 that states, in part, “Walkability and bikeability are vital to making the community more hospitable to a broader variety of people including young children.”

Black Mountain by Bike – A Plan for Bicyclists (2026) identifies how the Town can create places where residents can access healthy food and reconnect neighborhoods via multi-modal transportation infrastructure.

Photos taken on 7/28.2025:









TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** September 8, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Town Clerk

TITLE OF ITEM: Appointment to Black Mountain Library Maintenance Board

SUGGESTED MOTION(S):

Motion to appoint Emily Phillips to the Black Mountain Library Maintenance Board

SUMMARY:

The Black Mountain Library Maintenance Board is a volunteer board that was established to assist the Town in fulfilling its responsibilities to support and maintain the physical condition of the facility (Library), as the Town owns the library property and buildings. Former Town Attorney, Ron Sneed, was the key contact for this board, serving as the liaison between this board and the Town, as the Town's attorney. Over the last few months, the Town Clerk has been coordinated with Black Mountain Library Branch Manager, Melisa Pressley, to help re-establish this liaison role and ensure that membership appointments are coordinated through the Town Council, based on the charter of this board which was last adopted in April 2022. Also, updating the Town's website to reflect this board's work has also been completed. A copy of this Charter is attached to the packet and well as an email correspondence from March 2025 about board status.

Currently, the Library Maintenance Board has two vacancies. The Town advertised for these vacancies along with the annual advisory board recruitment and received one application from Emily Phillips. Ms. Phillips has been attending the Maintenance Board meetings as a guest and has also been in contact with the Library Branch Manager about her interest in serving, and is recommended. Ms. Phillips' application is attached for review. If in agreement, Council will need to formally appoint Ms. Phillips to this board by a vote.

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. Library Maint Bd_Emily Phillips_Application_July 2025
2. Library Board Charter Final_rev.April 2022
3. Email: Black Mountain Library Board Questions from Clerk

Town of Black Mountain Advisory Board and Commission Application

Thank you for your interest in being a member of the Town of Black Mountain's Advisory Boards & Commissions. To ensure that your application will receive full consideration, please answer all questions completely. Incomplete applications will not be considered. Please note this application is a public record upon submittal per N.C.G.S. Chapter 132.-1. Submitted applications will be kept on file for a period of twelve months.

For more information about each board/commission, visit [Town of Black Mountain Advisory Boards & Commissions Webpage](#)

Name

<input type="text" value="Emily"/>	<input type="text" value="Phillips"/>
First	Last

Do you live inside the Incorporated Town (City) Limits of Black Mountain?

Yes No

*if you are unsure, please contact the Town Clerk's office via town.clerk@tobm.org or 828-419-9300. Some boards & commissions require that members must reside within the Black Mountain Town Limits to be eligible.

Physical Address

<input type="text" value="113 Louisa St"/>		
Address Line 1		
<input type="text"/>		
Address Line 2		
<input type="text" value="Black Mtn"/>	<input type="text" value="North Carolina"/>	<input type="text" value="28711"/>
City	State	Zip Code

Mailing Address (if different than above)

<input type="text" value="113 Louisa St"/>		
Address Line 1		
<input type="text"/>		
Address Line 2		
<input type="text" value="Black Mtn"/>	<input type="text"/>	<input type="text" value="28711"/>
City	State	Zip Code

Primary Email

This is the primary method of communicating with board/commission members and will be how you will receive agendas and meeting notifications.

Primary Phone

Other Phone (if applicable)

Are you seeking reappointment?

Yes No

Please select the Board or Commission you wish to apply for (or seeking reappointment to).

- ABC Board
- Active Mobility Commission
- Board of Adjustment
- Historic Preservation Commission
- Planning Board
- Recreation Commission
- Black Mountain Library Maintenance Board*
- MSD (Metropolitan Sewerage District Board)**

For more information about each board/commission, visit [Town of Black Mountain Advisory Boards & Commissions Page](#)

**The Black Mountain Library Maintenance Board is a volunteer board established to assist the Town in fulfilling its responsibilities to support & maintain the physical condition of the Library facility and management of both minor/major maintenance for Library.*

***The MSD Board is a non-Town body of which Council Members may appoint a member from its own membership or appoint a Town resident. Currently, the Town of Black Mountain has one (1) seat on this board which does not expire until January 2027. Reference [MSD Board of Directors Website](#).*

If you are seeking a new appointment, you may apply for more than one advisory board or commission. However, an applicant will only be appointed for one board or commission seat, not multiple seats. The Library Board is exempt from this rule.

Primary Preference

If you selected multiple boards or commissions that you are interested in, please indicate your preferred primary choice in the dropdown menu.

Secondary Preference

If you selected multiple boards or commissions that you are interested in, please indicate your secondary choice in the dropdown menu.

Please list any relevant experience related to the board/commission you are applying for and any prior (or current) civic involvement.

Why do you wish to serve (or continue serving) the Town in this capacity as a Board or Commission member?

Experience, Education, Certifications

Retired certified Christian Educator (PCUSA), lower school Chaplain Trinity Episcopal School, Charlotte,NC(19 years).

I was part of the beginning of First Presbyterian (Clt) preschool and beginning faculty of Trinity Episcopal School. At both I served to help design and create classrooms and learning places as the schools grew and expanded.

Please provide any educational, certifications or experience that you could bring to this Board/Commission.

Optional- Please provide any other helpful information you'd like to share about your intentions to serve as a Board/Commission member.

I have worked on the Friends of the Library with both the Black Mountain group and the creation of the Big Friends of Buncombe County Libraries. I serve as Secretary on the board of the Big Friends.

I understand that by submitting this application it becomes a public record per N.C.G.S. Chapter 132-1.

Signature

Date

7/10/2025

A handwritten signature in black ink, appearing to read 'John A. [unclear]', written in a cursive style.

By providing your signature, you confirm the information provided is correct and you agree to all information contained within this application.

Please read this information below for next steps in the appointment process and general information.

- Applications will be compiled and presented to the Town Council for consideration of appointment at an upcoming meeting. Typically this will occur at the July Council meeting for annual appointments, but if resignations occur, the Council may consider appointments at other times during the year. Submitted applications will remain on file for a period of one (1) year.
- Individuals selected for appointment by the Town Council will assume their position once they are duly sworn in. The Town Clerk will contact you to make arrangements for swearing in upon appointment. If you are being reappointed to another term, you will also need to be sworn in.
- **Some Boards & Commissions require that members must reside within the Black Mountain Town Limits to be eligible to serve.** Exceptions to the above statement may exist for some boards, and for purposes of regional memberships.
- All Town of Black Mountain Advisory Board and Commission members must operate under the following policies set forth by the Town Council and are included in the 'Handbook for Advisory Board, Commission & Committee Members' last adopted by Town Council on November 4, 2019.

- **1) Code of Ethics**
- **2) Attendance Policy**
- **3) Policies & Procedures for Administering Boards and Commissions.**
- Each appointed member will be provided the current Handbook for Advisory Board, Commission & Committee Members, and must indicate they have received and will abide by said material by signing an acknowledgement form, which will be kept on file by the Town Clerk's office for the duration of their term.
- For any application or appointment questions, please contact the Town Clerk's office via: town.clerk@tobm.org, or 828-419-9310.

The Black Mountain Public Library Board Charter

1.0 Statement of Purpose

The Black Mountain Public Library (BMPL) is organized and managed as part of the Buncombe County Public Library system (BCPLS). The organizational, management, and operational structure of the library is the responsibility of the BCPLS. The Town of Black Mountain (TOBM) owns the library property and building(s).

This Board is a volunteer board established to assist the TOBM in fulfilling its responsibilities to support and maintain the physical condition of the facility. To support this endeavor, the TOBM provides an annual budget to be used for the maintenance of the facility. The Board is responsible for the management of these funds to support both minor and major maintenance items for the short and long term.

2.0 Committee Membership

Committee membership is set at a minimum of four and a maximum of six members selected from the local community. The Board is responsible for recruiting members and providing the recommendation to the Black Mountain Town Council for approval. The Supervisor of BMPL is a permanent non-voting member, not included in this six.

Membership is fully open to community members. It is recommended applicants bring familiarity with the BMPL and definable skills that supplement the needs of the Board in the form of Board officer or facilities maintenance.

Officer positions of Chairperson, Secretary, and Treasurer are selected annually from Board membership by plurality of Board vote. General membership is expected to respect the appointment and demonstrate active participation. In the event members are not able to participate in the scheduled meetings, they should submit prior notification to the Chairperson.

3.0 Responsibilities

The Board members are to act as a single guiding body for the maintenance or adjustments to the physical structure and properties, including long term strategic and/or emergency maintenance. All members are expected to offer their talents when and where needed to the best of their ability.

The elected officers duties are as follows:

Chairperson –

- to define meeting schedules
- to chair the meetings
- to communicate as needed to the TOBM Council (minimum annually)

Secretary –

- to record, distribute, and archive meeting minutes

Treasurer –

- to manage the budget, and report status at Board meetings
- to pay maintenance specific bills and contracts
- to balance the accounts
- to manage placement of the accrued funds

Strategic maintenance is to be discussed and agreed to by majority vote within the limitations of the budget. The Board shall assign maintenance projects to individuals or contractors based on scope, scale (risks) of tasks, and resources available. Projects and/or repairs exceeding available funds may be reviewed with the TOBM or BCPLS. Property enhancement projects or maintenance proposals may be submitted by any Board member or public party for Board review.

Emergency (unplanned) maintenance needs may be identified by any member of the Library staff or Board membership. Items identified by patrons should be routed through Library staff for notification to a Board member(s). For emergency items expected to cost more than \$1000, the Chairperson and at least one other member need to communicate as quickly as possible. Personal expenses on behalf of the BMPL will be reimbursed from the budget.

4.0 Meetings

The BMPL Board meets monthly on the second Tuesday at 2:00PM at the Library or other designated location. Meetings may be canceled or postponed, as circumstances require. Meetings are open to the public and prior notification should be routinely posted/announced on the TOBM website. Special called meetings must be given 48-hour public pre-announcement (via Town website).

For any decisions to occur, a quorum of members must be present. This requires a minimum of 4 (of 6) full time members. Guest participants are not allowed to vote.

By default, and in keeping with the expectations of the public trust, and for consistency with other Town boards, meetings should follow Roberts Rules of Order. Meetings should be officially opened and closed by the Chairperson, financial status shared by Treasurer, minutes taken by the Secretary, and issues and decisions discussed by the general membership and accepted/rejected by majority of open vote.

5.0 Charter Approval Record

Position	Member	Signature	Date
Chairperson	Judd Dougherty		April 12, 2022
Treasurer/Sec	Rebecca Word		April 12, 2022
Member	Tom Patteson		April 12, 2022
Member	Max Langley		April 12, 2022
Member	Ron Collins		April 12, 2022

Re: Black Mountain Library Board Questions ? - seeking information

From Melisa Pressley <melisa.pressley@buncombecounty.org>

Date Wed 3/12/2025 3:59 PM

To Wesley Barker <wesley.barker@tobm.org>; Rebecca Word <rebecca@blueridgenaturopath.com>

 1 attachment (68 KB)

Library Board Charter Final_time.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Wesley,

It would be great to add two members to the Library Board! My responses are below.

1. Is there a copy of the current by-laws you could send me?

I'm not certain about by-laws, but the current Board drafted a charter in 2022. A signed copy of this document should be available in the files, and I've attached the final draft for your reference.

2. To fill vacancies and/or term expirations, has the Town Council historically made those "official" appointments? And any interested persons would apply to serve on the board? Do they consult with you, or should this be an application we add to the Town's advisory board-related application?

Historically, the Board has recruited potential members through word of mouth. Once the Board approves a member, their appointment is then formally presented to Town Council and approved by the Town Council during a public meeting.

3. Do they consult with you, or should this be an application we add to the Town's advisory board-related application?

I'm happy to talk with anyone interested in joining the Board about its responsibilities and what it means to be a member. However, with Ron Sneed's retirement, we now need a Town representative on the Board. Historically, Ron served as the secretary and filed the minutes with the Town. Additionally, we are in urgent need of a Chair to act as a liaison between the Board and the Town. It would be very beneficial to establish a more formal application process for all Board positions, complete with term limits.

4. If someone wants to view previous minutes, who is the best contact?

We have hard copies of the minutes up until 2022 at the Library. I can compile all of the digital copies and email them to you if that would be helpful. I can bring the physical file box of minutes to the Town if that's more convenient. (It makes sense that the Town has these records, don't you agree?)

5. Do we need to discuss adding the Black Mountain Library Board information to the Town's website and assisting with recruitment, etc.?

Yes, I think that's a great idea! It would be helpful to have more visibility. I can also involve Jason Hyatt, the Library Director, in this discussion to further explore how we can proceed.

Keep me posted about the newsletter, we're happy to distribute copies!

Take care,



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: September 8, 2025

AGENDA SECTION: New Business
DEPARTMENT: Administration

TITLE OF ITEM: Engineer Selection for FEMA Public Assistance (PA) Projects

SUGGESTED MOTION(S):

Approval of the engineering firm selections for the listed projects as recommended, authorizing staff to proceed with contract negotiations, scope development, and submission of required documentation to FEMA and NCEM (NC Emergency Management) for eligibility and reimbursement.

SUMMARY:

The Town has solicited qualifications and reviewed proposals for engineering services required to support FEMA Public Assistance (PA) projects, hazard mitigation work, and capital recovery projects resulting from Tropical Storm Helene. Based on the qualifications review process, staff recommend the following firm selections:

- Public Services Building: GMC
- Public Safety Building: McGill Associates
- Lakeview Center: Arete Engineers
- Lake Tomahawk Dam and Watershed Dams: S&ME
- Shooting Range: McGill Associates
- Veteran's Park Bridge, Buildings, and Connection to I-40: Kimley-Horn
- Golf Course Maintenance Building: McGill Engineers

These firms were selected based on expertise, capacity, and alignment with project and town needs.

Staff recommends the Town Council approve the above engineering firm selections for the listed projects, authorizing staff to proceed with contract negotiations, scope development, and submission of required documentation to FEMA and NCEM (NC Emergency Management) for eligibility and reimbursement.

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 Approving Selection of Engineers for FEMA Public Assistance Projects_2025.09.08

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

RESOLUTION TO APPROVE SELECTION OF ENGINEERS FOR FEMA PUBLIC ASSISTANCE (PA) PROJECTS AND AUTHORIZING STAFF TO NEGOTIATE CONTRACTS, SCOPE DEVELOPMENT AND SUBMISSION OF REQUIRED DOCUMENTATION

Resolution #: R-25-55

WHEREAS, the Town of Black Mountain experienced significant impacts from Tropical Storm Helene, requiring extensive recovery, hazard mitigation, and capital improvement efforts; and

WHEREAS, the Town has solicited qualifications and reviewed proposals for engineering services necessary to support FEMA Public Assistance (PA) projects, hazard mitigation work, and capital recovery projects; and

WHEREAS, the qualifications review process considered expertise, capacity, and alignment with project and Town needs; and

WHEREAS, based on this review, Town staff recommends the following firm selections for each project location:

- Public Services Building: GMC
- Public Safety Building: McGill Associates
- Lakeview Center: Arete Engineers
- Lake Tomahawk Dam and Watershed Dams: S&ME
- Shooting Range: McGill Associates
- Veteran’s Park Bridge, Buildings, and Connection to I-40: Kimley-Horn
- Golf Course Maintenance Building: McGill Engineers

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

1. The above engineering firm selections are hereby approved.
2. Town staff are authorized to proceed with contract negotiations, scope development, and the submission of all required documentation to FEMA and NCEM to ensure project eligibility and reimbursement.

Adopted this 8th day of September, 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:** September 8, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of Amendment to the Town's Personnel Policy: Article IV, Section 9 to add new subsection entitled Emergency Overtime Compensation Policy

SUGGESTED MOTION(S):

Motion to approve resolution amending the Town's Personnel Policy as presented and recommended.

SUMMARY:

Proposal to amend the Town of Black Mountain Personnel Policy by adding a provision to Article IV: The Pay Plan, Section 9: Overtime/Compensatory Time to establish emergency overtime compensation for exempt (salaried) employees during officially declared emergencies or disasters.

Currently, exempt employees are not eligible for overtime pay under the Town's personnel policy. However, during emergencies and disasters, salaried employees are often required to work significantly beyond their regular hours and duties to maintain continuity of operations and ensure public safety. This policy update addresses the extraordinary demands placed on salaried staff during emergencies and provides a mechanism for compensating employees fairly for their additional service.

Proposed Policy Additions:

1. Emergency Overtime Compensation Policy

- During officially declared emergencies or disasters, exempt (salaried) employees required to work beyond their standard duties or hours shall receive additional compensation. Compensation will be calculated as overtime pay for hours worked beyond the regular schedule, accrued at 1.5x their salaried rate.

2. Emergency Overtime Period Definition

- The emergency overtime period commences upon the official declaration of an emergency or disaster by the President of the United States, Governor of North Carolina, Mayor of Black Mountain, or Town Manager of Black Mountain.
- The period concludes when the emergency declaration is lifted and normal operations resume.
- Employees will be notified of the start and end of this period through official communication channels, ensuring proper documentation of time for payroll purposes.

A resolution is attached including this abovestated information.

Fiscal Impact: Potential increase in payroll expenditures during declared emergencies. Costs will vary depending on the scope and duration of the emergency event, number of exempt employees activated, and hours required. Funding is typically reimbursable through state or federal disaster recovery programs (e.g., FEMA Public Assistance). The overtime payroll expenses for hourly employees, who currently do receive overtime during an emergency, are all submitted to FEMA for reimbursement.

BUDGET IMPACT:

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

If no, describe how it will be funded. Overtime payroll expenses during an emergency would be submitted to FEMA for reimbursement.

ATTACHMENTS:

1. Resolution to Amend Personnel Policy to add Emergency Overtime Compensation Policy for Exempt Employees_2025.09.08

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

RESOLUTION TO AMEND THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA PERSONNEL POLICY, ARTICLE IV, SECTION 9 TO ADD A NEW SUBSECTION FOR EMERGENCY OVERTIME COMPENSATION POLICY FOR EXEMPT EMPLOYEES

Resolution #: R-25-54

WHEREAS, the Town of Black Mountain recognizes the importance of maintaining an up-to-date and effective personnel policy to guide its employees and ensure a fair and consistent workplace; and

WHEREAS, it is the desire of the Town Council to amend certain provisions within the existing Personnel Policy Manual to address current needs, improve clarity, or ensure compliance with applicable laws and regulations; and

WHEREAS, the proposed amendments have been reviewed by appropriate staff and departments and are deemed to be in the best interest of the Town and its employees.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the following amendments be made to the Town of Black Mountain Personnel Policy Manual, in Article IV: The Pay Plan, Section 9: Overtime/Compensatory Time, with the addition of new Subsection 9.2: Emergency Overtime Compensation Policy, effective as of the date of this Resolution (additions are underlined in bold and deletions are shown as red struck text):

Section 9.2. Emergency Overtime Compensation Policy.

During officially declared emergencies or disasters, exempt (salaried) employees required to work beyond their standard duties or hours shall receive additional compensation. This compensation may be in the form of overtime pay for hours worked beyond the regular schedule accrued at 1.5x their salaried rate.

Emergency Overtime Period Definition. The emergency overtime period commences upon the official declaration of an emergency or disaster by the President of the United States, Governor of North Carolina, Mayor of Black Mountain or Town Manager of Black Mountain.

This period concludes when the emergency declaration is lifted, and normal operations resume. Employees will be notified of the start and end of this period through official communication channels in order to document their time for payroll purposes.

BE IT FURTHER RESOLVED that all other provisions of the Town of Black Mountain Personnel Policy Manual shall remain in full force and effect.

BE IT FURTHER RESOLVED that the Town Manager (or other designated authority) is hereby authorized to take all necessary actions to implement these amendments, including updating the electronic and physical copies of the Personnel Policy Manual and communicating these changes to employees.

Adopted this 8th day of September, 2025.

C. Michael Sobol
Mayor

Attest:

Wesley M. Barker
Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: September 8, 2025

AGENDA SECTION: New Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Resolution to Authorize Lien for Abatement of Violation at 141 S. Richardson Boulevard

SUGGESTED MOTION(S):

I move we approve the resolution authorizing a lien to be placed upon 141 S Richardson Boulevard by the Buncombe County Tax Collector for the cost of abatement of code violations.

SUMMARY:

The property at 141 S. Richardson Boulevard, owned by Railyard Hospitality Group, LLC, has had multiple violations over the last couple of years. Most of the violations were remedied by the property owner. However, the property owner did not fully secure the property from illegal parking. After no action was taken, the Town, authorized by NCGS 160A-175, and Town Ordinances, moved to abate the violation. The town staff met with a fence company to secure the property and the property is now secure. Staff is now asking that the amount of the abatement be filed as a lien against the property.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 25_09_08_RESOLUTION_141_S_RICHARDSON_BLV_D_LIEN
2. Town of Black Mountain Invoice for 141 S. Richardson 8.11.2025

RESOLUTION #

RESOLUTION CERTIFYING THE AMOUNT OF LIEN TO BE FILED WITH THE BUNCOMBE COUNTY TAX COLLECTOR AGAINST CERTAIN REAL PROPERTY LOCATED AT 141 S RICHARDSON BOULEVARD (PIN #0619-45-1929.00000)

WHEREAS, the Town Council of the Town of Black Mountain, pursuant to Chapter 160A of the North Carolina General Statutes, and Section 1.11, Chapter 1 of the Town of Black Mountain Land Use Code, has the authority to prevent, abate and declare unlawful violations and to make the cost of said abatement a lien against the premises where the violation existed, said liens to be collected in the nature of property taxes; and

WHEREAS, according to the Buncombe County Tax Office, PIN No. 0619-45-1929.00000, described as 141 S. Richardson Boulevard, Black Mountain, is owned by Railyard Hospitality Group LLC, who after receiving notice from the Town regarding the violation, has failed to abate the violation; and

WHEREAS, pursuant to NCGS 160A-175, the Town of Black Mountain is authorized to abate violations, establish a lien for the costs associated therewith, and collect same in order to protect the health, safety, and welfare of the community; and

WHEREAS, the Town of Black Mountain has abated violations on the below referenced property in accordance with the Town Land Use Code referred to.

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

Hereby confirms that the cost of the abatement of the violation set out herein, pursuant to North Carolina General Statutes above referenced, confirms the same as liens against the premises listed below, and requests the Buncombe County Tax Collector to collect the same in the nature of unpaid taxes:

Location: 141 S. Richardson Boulevard
Property Owner: Railyard Hospitality Group LLC
PIN #: 0619-45-1929.00000
Cost: \$7,950.00

ADOPTED this 8th day of September 2025.

C. Michael Sobol, Mayor

ATTEST:

APPROVED AS TO FORM:

Wesley M. Barker, Town Clerk

Craig Justus, Town Attorney

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

INVOICE: TBM01.2025
August 11, 2025

Town of Black Mountain
Attn: Accounts Payable
160 Midland Avenue
Black Mountain, NC 28711

Job Location: 141 S. Richardson Avenue Black Mountain, NC

Furnished and installed the following:
400' – 6' 11 ½ ga KK Chain Link Fencing
2 ½" Terminal Post SPS20
1 5/8" Line Post 065
1 3/8" Top Rail 065
Fittings
Bottom Tension Wire
Concrete

This is to install temporary fencing at above location and removal.
There is not a monthly rental fee involved or time limit.
Materials are the property of G & S Fence Company.

TOTAL AMOUNT DUE **\$7,950.00**

DUE UPON RECEIPT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Alice Berry, Town Council Member **MEETING DATE:** September 8, 2025

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: Creation of a Town Attorney Review Process

SUGGESTED MOTION(S):

Council Members should review this proposed review process and approve, or revise.

SUMMARY:

The Town Council has previously discussed creating a standard annual review process to support the professionalism of the town government and dialog about expectations and performance at a regular interval. Council Member Alice Berry proposes the following format for consideration by the Town Council for the Town Attorney's review process (to be completed annually):

1. All Council Members, the Mayor, and the Town Manager complete a pre-selected or designed feedback (review) form that includes a number scale, and open-ended prompts on the Town Attorney's performance.
2. The Council Members, the Mayor, and the Town Manager will meet in a closed session (citing personnel matter - NCGS 143-318.11 (A)(3)) to compile and distill the feedback, and appoint two Council Members to convey the feedback to the Town Attorney.
3. The two appointed Council Members and the Town Manager will meet with the Town Attorney to provide the composite feedback and the opportunity for dialog.
4. If following this meeting warrants another meeting with the full Council to discuss Town Attorney review matters, the Council Members, the Mayor, and the Town Manager will again meet in a duly-called closed session, per NCGS 143-318.11 (A)(3), to continue discussion. Depending on the nature of the warranted meeting, the Town Attorney may be asked to be part of this continued review meeting.

Town Council members should discuss this proposal. The next steps include the Town Council adopting this proposed review process as presented, or offering revisions to the process before adopting.

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