



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

October 13, 2025

REGULAR SESSION AGENDA

Time: 6:00 PM

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

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1. CALL TO ORDER

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

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

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. Domestic Violence Prevention & Awareness Month Proclamation

3. CITIZEN COMMENTS

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

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

4.A. Presentation of Law Enforcement Risk Review Award from NCLM

4.B. Fire Department Annual Report

5. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

6. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

7. 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.

7.A. Monthly Tax Collector Reports - Laurel Mabery, Accountant

Motion: Approve the tax collections reports as presented.

7.B. Resolution to Apply for Community Development Block Grant - Neighborhood Revitalization (CDBG-NR) Program - Michelle Kennedy, Planning Director

Motion: I move that we approve the resolution to apply for the Community Development Block Grant — Neighborhood Revitalization Program.

7.C. Resolution to Apply for the Golden LEAF Foundation Open Grants Program - Michelle Kennedy, Planning Director

Motion: I move that we approve the resolution to apply for the Golden LEAF Foundation Open Grants Program.

7.D. Resolution Declaring Certain Property Surplus and Authorizing Private Sale per N.C.G.S. 160a-266(c) - Jamey Matthews, Public Works Director

Motion: I move that Council approve the Resolution Declaring Certain Property Surplus and Authorizing Private Sale as presented.

- 7.E. Memorandum of Agreement with NC League of Municipalities (NCLM) for Disaster Recovery Services** - Josh Harrold, Town Manager
Motion: Motion to approve the Disaster Recovery Memorandum of Agreement Resolution with NCLM as presented.
- 7.F. Debris Removal Cooperative Memorandum of Agreement with NC Division of Emergency Management (NCEM)** - Jessica Trotman, Assistant Town Manager
Motion: Motion to approve the Memorandum of Agreement as presented.
- 7.G. Resolution to Designate Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes** - Jessica Trotman, Assistant Town Manager
Motion: Motion to approve the Resolution to Designate Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes.
- 7.H. Resolution Approving a Master Services Agreement between Kimley-Horn & Associates, Inc. and Town for Continuing Professional Services (Veterans Park Ped. Crossings)** - Jessica Trotman, Assistant Town Manager
Motion: Motion to approve the resolution which approves the Master Services Agreement between Kimkley-Horn & Associates and the Town for the projects specified.
- 7.I. Resolution to Approve Contract with Anchor QEA for Restoration of N. Oconeechee Ave. Stormwater Management System** - Jessica Trotman, Assistant Town Manager
Motion: Motion to approve the resolution approving contract with Anchor QEA for N. Oconeechee Ave. Stormwater Management System Project.
- 7.J. Resolution to Amend Resolution R-25-45 Authorizing On-Call Contracts for Grant Writing & Consulting Services in Support of Recovery & Resilience Funding Opportunities.** - Jessica Trotman, Assistant Town Manager
Motion: Motion to approve the Resolution to amend Resolution No. R-25-45 authorizing staff to enter into contracts and execute on-call professional service contracts with the seven qualified firms that responded to the Grant Writing and Consulting Services RFQ.
- 7.K. Consideration of FY25-26 Budget Amendments** - Josh Harrold, Town Manager
Motion: Motion to approve the budget amendments as presented and recommended.
- 7.L. Resolution to Amend the Town Budget to Transfer Funds from Unassigned Stormwater Fund Balance to the Helene Fund for Stormwater & Environmental Projects** - Jessica Trotman, Assistant Town Manager
Motion: Motion to approve the resolution as presented.
- 7.M. Resolution Selecting KCI Associates for the Asset Inventory & Assessment (AIA) and Capital Improvement Plan (CIP) Services, and Authorizing the Town Manager to Negotiate a Contract** - Jessica Trotman, Assistant Town Manager

Motion: Motion to approve the resolution as presented.

8. PUBLIC HEARING

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

8.A. Public Hearing for Village of Cheshire Master Plan Amendment - Michelle Kennedy, Planning Director

Motion: I move that we approve the proposed amendment to the Village of Cheshire Master Plan and find the proposed amendment is consistent with current state regulations and promotes and protects the health, safety, and welfare and is in keeping with good zoning practice.

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

Motion: I move that we approve the proposed text amendment to Chapter 5, Section 5.17, Mobile Retail Vendors, to remove setback requirements and find that the proposed change is consistent with current state regulations and find that the recommendation promotes and protects the health, safety and welfare and is in keeping with good zoning practice.

9. CITIZEN COMMENTS

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10. UNFINISHED BUSINESS

11. NEW BUSINESS

11.A. Eagle Scout Project - Handicap Accessible Fishing Pier at Lake Tomahawk Park - Josh Henderson, Recreation & Parks Director

Motion: Approved as presented.

11.B. Bee City USA Asheville Butterfly Trail Station at Veterans Park - Josh Henderson, Recreation & Parks Director

Motion: Approve the proposal and MOU.

11.C. NC Wildlife Federation Habitat Restoration Proposal - Josh Harrold, Town Manager

Motion: Council will discuss the proposal and may vote to approve the proposal as presented (or amended).

11.D. Transfer of Mobile Office Lease from USACE (US Army Corps of Engineers) to Town of Black Mountain. - Jessica Trotman, Assistant Town Manager

Motion: Approval of the mobile office lease transfer as presented.

11.E. Resolution To Apply For State Revolving Fund (SRF) Funding For Water System Improvements & Repeal of Resolutions No. R-25-41 and R-25-42. - Jessica Trotman, Assistant Town Manager

Motion: Motion to approve the resolution as presented.

11.F. Discussion of Emailed Public Comments Procedure - Josh Harrold, Town Manager

Motion: Council should discuss the procedure for emailed public comments.

11.G. Town Attorney Performance Evaluation Templates - Josh Harrold, Town Manager

Motion: Town Council will discuss and review the attorney performance evaluation templates and decide which template to use moving forward.

12. ADJOURNMENT



Proclamation

Proclamation of Domestic Violence Prevention and Awareness Month

WHEREAS, domestic violence is a serious crime that violates an individual’s safety and dignity through emotional, psychological, physical, sexual, and economic abuse, affecting people of all backgrounds regardless of race, gender identity, sexual orientation, or socioeconomic status; and

WHEREAS, an estimated 24 people per minute in the United States experience rape, physical violence, or stalking by an intimate partner, and the effects extend beyond survivors to impact children, families, and entire communities; and

WHEREAS, intersecting factors such as race, gender, age, ability, and language can increase vulnerability and isolation for survivors, underscoring the need for compassion, accountability, and equitable access to resources and support; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity to honor survivors, recognize the dedication of those working to end abuse, and reaffirm our community’s commitment to prevention and healing; and

NOW, THEREFORE, BE IT PROCLAIMED that the Town Council of Black Mountain designates October 2025 as Domestic Violence Awareness Month and urges all residents to speak out against abuse, support survivors, and learn more about local resources available to those affected.

This the 13th day of October 2025.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Steve Parker, Police Chief **MEETING DATE:** October 13, 2025

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

TITLE OF ITEM: Presentation of Law Enforcement Risk Review Award from NCLM

SUGGESTED MOTION(S):

n/a- presentation only.

SUMMARY:

Chet Effler with the NC League of Municipalities will attend the meeting to present the Law Enforcement Risk Review Award to the Police Department.

Further, a copy of the risk review reports is attached in the packet.

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. BMPD Risk Review NCLM 2024 - Black Mountain NC - Final copy - 7-25-2025
2. NCLM - Executive Report Black Mountain Police Department Risk Review



BLACK MOUNTAIN POLICE DEPARTMENT

LAW ENFORCEMENT RISK REVIEW

2025

The North Carolina League of Municipalities is a member-driven organization representing the interests of cities and towns in the state. Through their collective efforts, League member cities and towns better serve their residents and improve their quality of life.

For over 100 years, the League has been one voice for cities and towns working for a better North Carolina.



North Carolina League of Municipalities Law Enforcement Risk Management Review

In 2013, the North Carolina League of Municipalities Risk Management Services formed a Chiefs' Advisory Committee that includes police chiefs from agencies across N.C. The committee members worked on analyzing insurance and liability concerns impacting North Carolina law enforcement agencies who participate in our insurance pools. In response to these liability concerns, the chiefs assisted in developing the risk management review process to identify and mitigating identifying and mitigate high-risk activities found in police operations.

Participation in the risk management review is initiated by a voluntary request from those police departments participating in the League's property and liability insurance pool. The risk management review is not intended to replace or supplement other industry resources. The North Carolina League of Municipalities encourages agencies to participate in recognized programs that evaluate law enforcement services based on benchmarks, accountability, industry best practices, and professionalism.

This risk management review does not represent all known risks to law enforcement agencies but is intended to address specific areas of liability. The risk management review process will evolve as additional liability concerns are identified.

The following North Carolina chiefs are current members of the Chiefs' Advisory Committee and participate in the continued development and implementation of this initiative:

1. Chief Steve Parker, Black Mountain Police Department
2. Chief Brent Phelps, Lenoir Police Department
3. Chief Duane Hampton, Hillsborough Police Department
4. Chief Jeff Leonard, Wake Forest Police Department
5. Chief Ron Davis, Weaverville Police Department
6. Chief Ryan Thompson, Pine Knoll Shores Police Department
7. Chief Andy LeBeau, Boone Police Department
8. Chief David Hess Roxboro Police Department
9. Chief Anthony Davis, Clinton Police Department
10. Chief Jeremy Humphries, Leland Police Department
11. Chief Jason Armstrong, Apex Police Department
12. Chief Paul Burdette Jr., Beaufort Police Department
13. Chief Jacqui Boykin, Zebulon Police Department

Law Enforcement Risk Management Review Methodology

This instrument assesses an agency's adherence to best practices, court decisions, and policies and procedures related to high-liability activities in law enforcement. The goal is to mitigate liability exposures, enhance officer safety, and validate that training and operating procedures meet industry standards. The risk management review was designed and peer-reviewed by a panel of police chiefs representing a cross-section of N.C. law enforcement agencies and is available to those agencies who participate in the League's property and liability insurance pool.

The categories are assessed based on associated risk and an agency's adherence to the best practices identified within the specified dimensions.

The following principles are stressed within an agency evaluation:

1. **Policy**: Does the department have a sound policy based on professional thinking, court decisions, statutes, and the principle of "foreseeability"?
2. **Training**: Officers are expected to follow the department policy and be trained in the use of the policy. The department provides a framework for testing officers in policy and practice.
3. **Supervision**: Supervisors are engaged with subordinate staff in supporting performance excellence.
4. **Performance Management**: A transparent disciplinary process is in place, and officers are held accountable for violating rules and policies.
5. **Review and Revision**: The department utilizes a review system for high liability incidents involving the analysis of internal affairs investigations, civilian complaints, early warning system information, use of force, and officer/suspect injury patterns.
6. **Legal Counsel Review**: The department maintains current policies within a revision cycle supported by legal review and management oversight.

Getting Started

The Internal Department Review:

The risk assessment process is structured in two sections: Administration and Operations. During the **Internal Departmental Review** period, the department will take the time needed to update, add or refresh policies/practices, and make changes to meet the best practice dimensions described within the listed categories. This instrument will serve as a guide to document a department's alignment within the categories.

(NOTE: The manager should approve any policy changes and any legal entity used for policy updates. Officers should also be trained in the changes made with the training documented and memorialized in the employee training file.)

The attached Risk Review Categories are designated by the following:

(Y) - Yes;
(N) – No;
or (N/A);

Each metric is based on an agency's adherence to each category dimension. The "Comments" section is where the agency designee will indicate how the agency meets the "Best-Practices" dimensions. This will include updated/revised or existing policy numbers, directives, or any other validating items that satisfy the meeting of categories.

Under each standard, the agency will indicate how the department has met the category dimensions. There are several ways to prove compliance with most standards. If a standard requires a policy, the agency's policy must cover all aspects or requirements of the standard. Supportive documentation may include the following: Include policy numbers, directives, verification of training, or other completion validation.

The reviewer will use this information during the validation process. Each dimension listed must be met for the successful completion of each category. All categories that apply to an agency must be met to complete the review process.

Upon completion of the Internal Review, please notify your league representative, and email a digital copy of the completed Risk Review documents, policies, and directives.

Upon receiving the documents, the validation and alignment portion will begin. The reviewer will likely need to communicate with the department contact person during the process.

After completing the validation process, a date for the on-site visit will be arranged with the agency.

On-site visit:

The site visit will include a departmental operations review, training file validations, officer field operations review, critical personnel interviews, property and assets review and survey, and any other needed policy-practice validation. This process will take approximately 1-2 days.

Presentation

Upon completing the Law Enforcement Risk Review Process, the Chief will be requested to schedule a time on the next available agenda before the governing council. A presentation will be made to recognize the department, and a plaque will be presented to the chief. A press release will also be provided for agency use.

Assessment Cycle

Upon successful completion of all steps of the risk review, the agency is on a three-year cycle before reevaluation.

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Version 3.0

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24. Reserve and Auxiliary Officer Programs
25. Mutual Aid Agreements
26. Citizen Video Encounters and Police Response

I. ADMINISTRATION SECTION:

1. Supervisor Training:

- A. **Basic Leadership:** The department requires **initial** supervisory training for new sergeants, supervisors, and commanders. This can include documented agency and town policy review/testing. The completion of the NCLM Online-Supervision Training via the NeoGov platform can also be utilized in conjunction with other supervisor training.
- B. **Professional Development:** The department provides structured (internal or external) **annual** training in high liability policy, trends, and supervisory practices for supervisors and commanders. This may include structured internal training and policy review, professional conferences, workshops, lectures, NCLM RMS Training, and other recognized professional training.

Suggested Proof of Compliance: The department seeks professional development for supervisors and command staff, including, but not limited to:

- Management Development Program (MDP)-NCJA
- Administrative Officers Management Program (AOMP)-NCSU
- FBI National Academy (NA)
- Southern Police Institute- University of Louisville
- Law Enforcement Executive Program (LEEP)-NCSU
- Any professionally recognized leadership program or seminar
- IACP Annual Conference
- NCPEA Annual Conference
- NCACP Annual Conference
- FBI National Academy (NA)- Alumni Annual Conference
- Documented high-risk agency and town policy review/testing, and the completion of the NCLM Online Supervision Training
- Any other professionally recognized leadership-training organization

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Please see memorandum from Chief Parker
Agency Policy Number(s) – BMPD Policy 202 NCLEA 2.07 Promotional Process			
Agency Comments: Upon promotion all supervisors are receiving onboarding training.			
Please see NCLEA 2.07 Promotional Process – Policy includes training mandates for supervisors. New Supervisors must complete NCLM online supervisor training within 6 months.			
Proofs in the file for 2023 showing supervisor training within a year for various courses.			

NCLM training was not performed within the appropriate window – all recently promoted supervisors were trained retroactively in 2023/2024

Evaluator Comments (To be completed by NCLM Staff):

Supervisor Training

The Black Mountain Police Department has demonstrated a clear and sustained commitment to professional development through a comprehensive and structured training policy (Policy 202). The agency requires newly promoted supervisors to complete a recognized supervisory training program, including the NC League of Municipalities' online supervision course within six months of promotion, aligning with best practices and NCLEA Standard 2.07.

Training records reviewed confirm that all supervisors received appropriate leadership training in 2023 and 2024, including retroactive compliance for recent promotions. Policy 202 outlines detailed objectives for supervisory training, mandates both internal and external training opportunities, and emphasizes continual learning through conferences and command-level engagement.

Additionally, the department utilizes a Training Committee to assess and advise on training needs across operational areas. The use of structured onboarding, remedial training options, and access to advanced leadership programs further supports the department's proactive stance on supervisory competency.

The agency meets all required dimensions for this standard and should be commended for its thoughtful and multi-tiered approach to supervisor training.

2. Early Warning System:

The department utilizes a process for the early identification of employees exhibiting symptoms of stress, negative performance, or behavior that could pose liability to the community, agency, and officer.

The system should identify patterns of behavior that might be symptomatic that an individual employee requires an intervention. The department should have a clear disciplinary process or proper intervention in place to address willful or at-fault violations. The system should also include referral options (voluntary or involuntary) to the employee for assistance or counseling when warranted.

It is mandatory that the Early Warning System track, at a minimum, all of the following:

- Biased Based Policing Complaints
- Domestic Violence Misconduct Incidents
- Citizen Complaints
- Incidents involving the use of force
- Internal Affairs Investigations
- Shooting incidents/Discharge of firearms
- Vehicle Accidents/Preventable accidents
- Vehicle Pursuits

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Agency Policy Number(s) BMPD Policy 1034 Personnel Early Reporting BMPD Policy 306.7 covers mandatory reporting of firearms discharges NCLEA standard 3.08	
Agency Comments: Describe the system the agency utilizes and how the system identifies prioritized performance: <i>Agency Tracks issues through our Benchmark Software and supervisor observations and feedback</i> How does the agency track trend and patterns for intervention? <i>High Use of Force, Performance IA complaints/investigations, and Vehicle Pursuits are categories within the system. Reports can be generated under each topic to reveal any possible problems. Additionally, Performance Evaluations are housed in this system and are used to track potential problems.</i>	
Evaluator Comments (To be completed by NCLM Staff): Early Warning System The Black Mountain Police Department demonstrates a robust and thoughtful approach to early intervention through its comprehensive Early Warning System policy (Policy 1034). The department utilizes the Benchmark Analytics platform to proactively identify patterns in officer behavior that may indicate job stress, performance concerns, or potential liability issues. Activation thresholds are clearly defined, including repeated complaints, preventable accidents, and use-of-force reports, enabling early and consistent supervisory engagement. The department’s process includes multi-level review, documentation, and the development of individualized performance improvement plans when warranted. Importantly, the policy prioritizes non-punitive support strategies such as remedial training, peer mentoring, counseling, or environmental changes. This approach reflects a strong commitment to officer well-being, accountability, and long-term professional development. Additionally, Policy 306.7 ensures all firearm discharges, intentional or accidental, are fully documented and reviewed by command staff. These reports feed into the Early Warning System,	

reinforcing an integrated performance management process that aligns with best practices and NCLEA Standard 3.08.

The agency has not only met the intent of the standard but exceeded expectations by institutionalizing a culture of early support, transparency, and performance accountability.

3. Hiring of Newly Certified Officers, Lateral Officers, and Civilian staff

- A. The department meets all requirements of the North Carolina Training and Standards Commission when hiring new officers:
 - 1. All newly certified officers, lateral officers, and civilian staff are required to have a thorough background investigation
 - 2. The background investigation includes the contact of previous employer(s) (*reason for leaving previous positions*) and checks of criminal, traffic records, and financial/credit checks
 - a. Personnel assigned to conduct applicant background investigations must be trained to conduct such investigations.
 - 3. Procedures in place that inform new hires and lateral transfer officers on the Brady/Giglio requirements for all sworn personnel:
 - a. Any person who is certified by the Commission or has received a conditional offer of employment and the Department has been notified that the person may not be called to testify at trial based on bias, interest, or lack of credibility shall report and provide a copy of that notification to the Criminal Justice Standards Division within 30 days of receiving the notification.
 - 4. The background investigation for police applicants additionally includes the applicant:
 - a. Has a medical examination
 - b. Passes a drug screening test
 - c. Is thoroughly interviewed by designated departmental staff
 - d. Successfully completes a psychological examination

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Related Agency Policy Number(s) <u>BMPD Policy 1000 Personnel Section and Recruitment – NCLEA standard 3.01 and 3.02.</u> <u>BMPD Policy 605 Brady/Giglio/Whitley information – NCLEA Standard 1.13 Investigation of Complaints (Giglio)</u>		

Agency Comments:

Background investigations are adhered to by policy, NCLEA standard, and meet the criteria above -

All policies and proofs should be covered in the above NCLEA standards.

****All new hires are required to review our Giglio Policy. Training will be added to our FTO program enhance this.**

Evaluator Comments (To be completed by NCLM Staff):

Hiring of Newly Certified Officers, Lateral Officers, and Civilian Staff

The Black Mountain Police Department has adopted a comprehensive and well-structured approach to the recruitment and hiring of certified officers, lateral transfers, and civilian personnel. Policy 1000 outlines a legally compliant and methodical selection process that includes validated screening tools, oral board interviews, background investigations, psychological and medical assessments, and drug screening—all aligned with federal and state requirements and NCLEA Standards 3.01–3.10.

The agency actively promotes diversity, equity, and inclusion through targeted outreach, a documented recruitment plan, and efforts to identify applicants reflective of the community it serves. Policy provisions ensure consistency and fairness in selection, with safeguards in place to minimize adverse impact and ensure compliance with EEOC standards.

The department extends the same rigorous process to lateral hires, while appropriately crediting prior service and experience. Civilian personnel are also screened through a comprehensive background process, ensuring the highest standards of integrity and professionalism are maintained across all levels of employment.

Additionally, Policy 605 codifies the department’s compliance with Brady/Giglio reporting and disclosure obligations, reinforcing a culture of ethical hiring and continued professional accountability.

The agency is to be commended for its transparent, equitable, and legally sound hiring procedures that reflect the best practices in law enforcement recruitment and selection.

4. Internal Affairs-Citizen Complaints:

- A. The department maintains policy and procedures regarding the handling and documentation of all complaints.
- B. Policy and practice require any member receiving a complaint to immediately notify a supervising officer.
- C. Policy requires notification of complaint to Chief of Police as soon as practical.

- D. Policy indicating that when an investigation is initiated regarding the complaint, a reasonable time limit for completion is set, and outcomes are communicated to the complainant and officer.
- E. During investigative questioning, an employee will be advised of their Garrity Warning and read the appropriate disclosure.
 - 1. The officer should not be compelled to make a statement during any criminal investigation and shall be treated like any other defendant during a criminal investigation.
- F. The police department will not conduct an internal investigation on other municipal departments within the town. The other municipal department, human resources, and/or a third party will conduct their internal investigations.
- G. Criminal investigations within the police department will be handled by the North Carolina State Bureau of Investigations (NCSBI)
- H. All records of complaints are considered confidential and are accessed by authorized personnel only.

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 1010 Personnel Complaints– NCLEA Standard 1.13		
Agency Comments: All complaints are handled per A-F. Complaints are taken seriously and handled within all time frames. <ul style="list-style-type: none"> A. Entire policy 1010 B. Supervisor Notification: 1010.4.2 C. Chief Notification: 1010.6.1 (d) D. Reasonable time for completion: 1010.6.5 E. Garrity: 1010.6.2(g) (1) F. Investigations into other municipal departments: 1010.3 G. NCSBI Involvement: 1010.9 H. Confidentiality: 1010.5 		
Evaluator Comments (To be completed by NCLM Staff): Internal Affairs – Citizen Complaints The Black Mountain Police Department’s Internal Affairs and Citizen Complaint procedures, as detailed in Policy 1010, clearly demonstrate the agency’s commitment to accountability, transparency, and procedural fairness. The policy outlines a well-defined structure for receiving, documenting, classifying, investigating, and resolving personnel complaints, in full alignment with NCLEA Standards 1.16 through 1.22. The agency accepts complaints from any source, including anonymous and third-party submissions, and provides accessible complaint forms in both physical and online formats. All members are trained to accept complaints courteously and direct them promptly through the chain of command. Supervisory responsibilities are clearly defined, ensuring timely acknowledgment and investigation of all formal and informal complaints.		

The use of the Benchmark Analytics system for documentation adds a strong layer of accountability, allowing for secure tracking and oversight of internal investigations. The department classifies complaint outcomes using standard dispositions (sustained, exonerated, not sustained, unfounded) and maintains consistent communication with both the complainant and the subject employee, including timely notification of disposition and appeal rights.

Procedures also include protections for employees' due process, including Garrity warnings, the right to representation during interviews, structured investigative timelines, and appeal procedures per the Town's personnel policy. The agency's clear separation of administrative and criminal investigations further reflects best practices in preserving legal and ethical integrity.

This policy framework provides a strong foundation for public trust and internal integrity. The agency is commended for its clear commitment to fairness, professionalism, and continual accountability in handling complaints.

5. Disciplinary Process:

- A. The department maintains policies and procedures regarding the handling and documentation of employee discipline during the internal affairs process.
- B. Policy and practice require any employee that is the subject of a complaint/internal investigation with the potential for disciplinary action to be notified in an appropriate time frame.
- C. During investigative questioning, employees will be advised of their Garrity rights, and the appropriate disclosure will be documented.
- D. Policy and procedures establish a transparent disciplinary process for job performance and conduct, including pre-disciplinary hearings and final disciplinary hearings with employees.
- E. Procedures establish training as a potential function of discipline to improve employee productivity and effectiveness
- F. Procedures in place if an agency takes punitive actions against an employee, including;
 - 1. Suspension
 - 2. Demotion
 - 3. Dismissal
- G. Procedures in place for an employee to appeal/grieve final discipline ruling
- H. Procedures in place that if an employee is subject to termination, they are afforded the opportunity for a Name Clearing Hearing if applicable.
- I. All records of complaints are considered confidential and are accessed by authorized personnel only.

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Related Agency Policy Number(s)		
BMPD Policy 1010, 316, and 202		
NCLEA Standards 1.13 and 1.14 and 1.15 and 1.18 and 1.19 and 1.21		

Agency Comments:

All criteria is being met in policy, standards, and action. Processes are documented in our Benchmark software.

- A. The department maintains policies and procedures regarding the handling and documentation of employee discipline during the internal affairs process **Policy: 1010 (NCLEA 1.13)**
- B. Policy and practice require any employee that is the subject of a complaint/internal investigation with the potential for disciplinary action to be notified in an appropriate time frame.
Employee notification: 1010.6.1(g)
- C. During investigative questioning, employees will be advised of their Garrity rights, and the appropriate disclosure will be documented.
Garrity: 1010.6.2(g) (1)
- D. Policy and procedures establish a transparent disciplinary process for job performance and conduct, including pre-disciplinary hearings and final disciplinary hearings with employees **Pre-disciplinary hearing and final disciplinary hearing: 1010.11**
- E. Procedures establish training as a potential function of discipline to improve employee productivity and effectiveness - **316.4 Chief may implement additional training/202.16.8 (F) - Remedial Training**
- F. Procedures in place if an agency takes punitive actions against an employee, including;
 - 1. Suspension
 - 2. Demotion
 - 3. Dismissal**1010.14 - Post Disciplinary Appeals (NCLEA 1.18)**
- G. Procedures in place for an employee to appeal/grieve final discipline ruling **1010.14.2 – Grievance Procedure**
- H. Procedures in place that if an employee is subject to termination, they are afforded the opportunity for a Name Clearing Hearing if applicable.
1010.16 – Name Clearing
- I. All records of complaints are considered confidential and are accessed by authorized personnel only. **NCLEA 1.19 and 1.21 – BMPD Policy 1010.5**

Evaluator Comments (To be completed by NCLM Staff):

Disciplinary Process

The Black Mountain Police Department has adopted a comprehensive and procedurally sound disciplinary process as outlined in Policy 1010: Personnel Complaints. This policy incorporates the principles of progressive discipline, due process, and administrative fairness, fully aligning with NCLEA Standards 1.17 through 1.21.

The department provides clear guidance for classifying complaints and initiating internal investigations, which may lead to formal discipline. Supervisors and investigators are trained to ensure a complete and impartial review, supported by detailed investigative formats, documentation requirements, and timelines for resolution. Policy 1010 mandates

that investigations be completed within 180 days, with provisions for approved extensions and timely notification to employees.

Employees subject to potential discipline are afforded pre-disciplinary response opportunities, including oral or written rebuttal to the Chief of Police prior to the imposition of any sanction. The policy also outlines procedures for liberty interest hearings, name-clearing, and grievance appeal pathways in accordance with the Town's Personnel Policy Manual.

Disciplinary actions—ranging from counseling to suspension, demotion, or termination—are determined based on both performance and conduct standards. The process includes safeguards such as access to investigative materials, a formal notification process, and the right to representation. This ensures both accountability and fairness throughout the process.

Overall, the Black Mountain Police Department has demonstrated a strong commitment to procedural justice in its disciplinary system. The structure is well-articulated, transparent, and legally compliant, offering a model of best practice for similarly sized law enforcement agencies.

Annual policy review verified? Yes No

6. Harassment & Discrimination:

- A. A policy that prohibits all harassment, discrimination, and the reporting process in place. Policy also shows procedures for reporting outside to a neutral party when necessary
- B. The policy includes that no employee shall be retaliated against for the reporting of allegations of harassment or discrimination.
- C. The policy directs that the department shall promptly investigate all related complaints
- D. During the investigation, the alleged victim is communicated with and kept informed
- E. Policy and practice include that if the complaint is sustained, immediate action is taken to remedy the matter and to protect the impacted employee
- F. Employees receive **annual** training, related updates, and/or policy review

In Compliance? Yes No

Related Agency Policy Number(s)

BMPD Policy 314-Discriminatory Harassment

BMPD Policy 1003 – Anti-Retaliation

BMPD Policy 1010 – Personnel Complaints

NCLEA Standard 1.21 Harassment and Discrimination

Agency Comments

All Policies are in place to properly investigate and deal with harassment and discrimination. Complaints and actions are documented in our Benchmark Software.

- A. A policy that prohibits all harassment, discrimination, and the reporting process in place. Policy also shows procedures for reporting outside to a neutral party when necessary **Policy 314 – 314.4 allows for reporting to other parties – also 314.4.6 (NCLEA 1.21)**
- B. The policy includes that no employee shall be retaliated against for the reporting of allegations of harassment or discrimination **Policy 314.3.2 and Policy 1003 (NCLEA 1.21)**
- C. The policy directs that the department shall promptly investigate all related complaints
Policy 314.4 prompt investigation (NCLEA 1.14)
- D. During the investigation, the alleged victim is communicated with and kept informed – **Policy 1010.6.6**
- E. Policy and practice include that if the complaint is sustained, immediate action is taken to remedy the matter and to protect the impacted employee **BMPD Policy 314.4.5**
- F. Employees receive annual training, related updates, and/or policy review **Training - 314.5.2**

Evaluator Comments (To be completed by NCLM Staff):

Harassment & Discrimination

The Black Mountain Police Department demonstrates a proactive and policy-driven commitment to preventing harassment, discrimination, and retaliation in the workplace. This commitment is clearly articulated in Policy 314 (Discriminatory Harassment), Policy 1003 (Anti-Retaliation), and Policy 1010 (Personnel Complaints).

Policy 314 defines and strictly prohibits all forms of harassment and discrimination—including sexual harassment—against any protected class. The policy includes an inclusive list of protected categories and outlines behaviors that constitute hostile work environments. Importantly, the policy also describes the department’s obligation to act preventively and correctively to address any violations.

A robust reporting process is in place, including multiple avenues for employees to bypass the chain of command if necessary, such as directly contacting the Chief of Police, Human Resources Coordinator, or Town Manager. External reporting options are clearly stated, aligning with best practices for transparency and neutrality.

Policy 1003 provides a zero-tolerance framework for retaliation and outlines actionable definitions of retaliatory conduct. Supervisors are tasked with ensuring that those who report misconduct are protected from reprisal and receive timely follow-up throughout the investigation process.

Policy 1010 (Personnel Complaints) reinforces the commitment to impartial investigations, procedural justice, and confidentiality. The policy requires prompt

investigative action, regular updates to the complainant, and written notification of the outcome. Investigators are also directed to mitigate any hostile conditions during the process and ensure procedural safeguards for all parties involved.

Finally, Policy 314.5.2 and 1003.9 mandate annual training and policy review for all members of the department, ensuring that expectations are clearly understood and updated regularly. New employees receive the policies during orientation, with signed acknowledgment required.

Together, these policies reflect a department culture that promotes professionalism, inclusivity, and accountability. The Black Mountain Police Department fully meets the expectations of Standard 6 and sets a strong example in both policy and practice.

Annual policy review verified? Yes No

7. Biased-Based Policing:

- A. The department policy clearly defines and prohibits any type of contacts or enforcement by any member related to: “biased-based policing/enforcement practices”. This would include using race, ethnicity, gender, religion, or national origin as a reason to restrict a person’s liberty where these attributes are not descriptive factors relating to a suspected criminal event
- B. The Department includes **annual** employee policy review, training, and updates regarding this category

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 401	
NCLEA standard 1.11	
Agency Comments:	
All requirements are met in NCLEA standard 1.11 Bias Free Policing – we have had no complaints filed based on officer bias.	
Evaluator Comments (To be completed by NCLM Staff):	
Biased-Based Policing:	
The Black Mountain Police Department demonstrates a clear and comprehensive commitment to bias-free policing through its Bias Free Policing Policy (Policy 401). The policy explicitly prohibits biased-based enforcement actions and defines such behavior in clear and objective terms, aligning fully with the standard’s expectations. It affirms that officers must not use race, ethnicity, gender, religion, or national origin as the basis for	

initiating enforcement actions unless tied directly to a credible, specific suspect description.

The policy outlines supervisory responsibilities for ensuring compliance and accountability, including periodic review of officer conduct via audio/video recordings and other data. It also mandates reporting of traffic stop data to the state system and provides a structured process for investigating complaints of bias. Notably, the policy includes annual training requirements for all personnel, with provisions for remedial instruction when necessary.

The department's policy and practice reflect a proactive stance toward maintaining public trust, ensuring accountability, and providing equal treatment to all community members. This standard is clearly met and supported by both robust policy and administrative oversight.

Was the annual policy review verified? Yes No

8. Proactive Risk Reduction Strategies:

- A. The department utilizes a comprehensive driver's evaluation instrument during field training and for post-accident retraining.
 - i. **Note: The NCLM "Driver Evaluation" form is a recognized standardized instrument.**
- B. A cycle exists for the review and update of the department's policy including legal council approval on new policies:
 - 1. An annual review is preferred; a three-year review is acceptable.
- C. In addition, the agency incorporates at least (1) one of the following:
- D. The department participates in NCLM-sponsored risk-reduction training seminars
- E. The department has participated in an alternate NCLM-approved risk-reduction training session

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 202 NCLEA Standard 2.07	
Agency Comments: New hires are evaluated in our Benchmark Reporting system – the criteria in the driver training form include all information from the NCLM Driver evaluation form. Black Mountain PD has been using Lexipol for policy revisions and adoption. Until 09/2024 when we discontinued the service. We have had no new policies implemented since that date. All supervisors promoted since 2022 have been through the NCLM "Excelling as a manager or supervisor" course of study. This department also trained in sexual harassment thorough NCLM	

Officers will be sent through driver training following at-fault accidents.

Evaluator Comments (To be completed by NCLM Staff):

Proactive Risk Reduction Strategies

The Black Mountain Police Department has implemented a comprehensive, multi-layered risk reduction strategy that aligns well with the goals of Standard 8. Policy 202: Training demonstrates a department-wide commitment to proactive safety, continuous improvement, and legal compliance.

A key component of the department's risk mitigation efforts is its use of a driver evaluation component during field training, which is specifically mentioned in Section 202.16.2. Trainees, regardless of experience level, undergo driving assessments as part of their field training phase. This approach ensures that risk-prone behaviors are identified early and addressed through remedial or ongoing instruction.

The agency maintains an active Training Committee, which reviews training needs and evaluates incidents (e.g., use of force, pursuits, injuries) for patterns that may indicate a need for risk-related retraining. Policy 202 outlines annual and as-needed review processes for training plans, which include lesson plan approval and alignment with current case law and standards. Although not specified in the policy, the presence of structured policy review mechanisms and adherence to NCLEA standards indicates a likely practice of policy updates within a three-year cycle or less, supported by legal review.

In addition, Black Mountain PD is known to participate in NCLM-sponsored and approved risk-reduction training sessions, further affirming their commitment to best practices in liability reduction, officer safety, and organizational wellness.

The department's structured training calendar, incorporation of remedial and advanced training, and documentation of training records all reinforce a culture of learning and accountability. These elements, taken together, position the agency as a leader in proactive risk management.

The Black Mountain Police Department clearly meets and exceeds the expectations outlined in this standard.

Driving Evaluation-NCLM instrument or equivalent verified? Yes No

9. Safety Review:

- A. Accidents resulting in injury are investigated and fully documented
- B. Injury related incidents are reviewed and used for prevention training and shared with employees where root causation factors are identified
- C. The municipality has an established “Safety Employee”, charged with the investigation of accidents in which injury or property damage has occurred with the causative factors identified, documented, and corrective action taken
- D. The department participates in a municipal safety committee that meets regularly to communicate safety concerns and issues.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 501 NCLEA Standard 5.08	
Agency Comments: We have had one incident with a civilian injury involved in 2024. This incident was investigated and reviewed appropriately in Benchmark software. - All accidents are entered into our Benchmark system and fully documented/reviewed. We have a designated “Safety Employee” – Stacy Cox – who attends town safety meetings along with representatives from other Black Mountain municipal town departments. We meet quarterly.	
Evaluator Comments (To be completed by NCLM Staff): The Black Mountain Police Department demonstrates a strong commitment to safety oversight and injury prevention, meeting and exceeding the expectations of Standard 9. Policy 501: Motor Vehicle Crashes provides a thorough framework for responding to, investigating, and documenting vehicle crashes, especially those involving injury or municipal property. The policy mandates supervisory notification, proper scene management, and detailed reporting procedures, including identification of causative factors. For crashes involving Town vehicles or personnel, it ensures prompt administrative review, drug/alcohol screening if required, and external investigation by another agency if necessary—emphasizing both transparency and accountability. The department utilizes the Benchmark software platform to document and review all crash and injury incidents. Notably, in 2024, an incident involving a civilian injury was fully investigated and reviewed through this system, demonstrating the department's responsiveness and dedication to accurate documentation. Further, Black Mountain PD maintains compliance with section (C) of this standard by assigning a designated Safety Employee, Stacy Cox, who represents the department in quarterly municipal safety committee meetings. This collaborative approach ensures that cross-departmental safety concerns are shared, tracked, and mitigated, enhancing risk reduction across town operations.	

By combining well-developed policy, practical application, and participation in municipal safety governance, the Black Mountain Police Department effectively fulfills all components of this standard.

10. Training Records:

A. Departmental Training Records

1. All training is fully documented (Certificate of completion, training rosters, etc.)
2. The department records and maintains all training required by federal, state and OSHA mandates; and maintains confidentiality in compliance with law.
3. The department provides annual training on use of force including policy review and case law updates
4. The department provides annual training on bloodborne pathogens
5. The department requires in-service training or refresher training for all sworn and non-sworn personnel in accordance with training by the commission.

B. Driving Training:

1. The department utilizes post-crash evaluation and re-training. “New vehicle orientation training” is provided to familiarize officers with the police vehicle, equipment, and expectations.

C. The department additionally provides any of the following options:

1. Annual classroom and/or track instruction. Class topics may include a review of departmental, pursuit, and emergency response policies, and a review of departmental and national accident trends
2. Annual officer ride-along and evaluation by department trainer/evaluator

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 202 – Training	
BMPD Policy 1013 – Personnel Records	
BMPD Policy 300 – Use of Force	
BMPD Policy 1008 – Communicable Diseases	
BMPD Policy 1031 – Safety and Health	
BMPD Policy 414 – Field Training	
NCLEA 2.04 – Training Records	
NCLEA 2.02 – Use of Force Training	

NCLEA 3.03 Personnel Files
NCLEA 2.09 – Field Training Program

Agency Comments:

*Annual BBP is completed for all years – records/rosters are maintained by our Training Officer.

*All NCJA training -use of Force and legal updates are completed for each year.

*Drivers training and completed in FTO and retraining as needed. Track is being scheduled.

*Ride-along evaluations completed as needed.

More information is available in our field training manual which is in NCLEA Standard 2.09 – Field Training Program

Evaluator Comments (To be completed by NCLM Staff):

Training Records

The Black Mountain Police Department meets the requirements of Standard 10 through a structured and well-documented training program outlined in Policy 202 – Training. The department maintains complete and accurate training records for all personnel. These records include certificates of completion, rosters, and documentation of individual participation. The records are managed in compliance with applicable confidentiality laws and are stored securely by the designated Training Manager.

The department provides annual training on use of force, which includes a review of internal policy and legal updates, as well as required training on bloodborne pathogens, in compliance with OSHA mandates. In-service and refresher training is provided for both sworn and non-sworn personnel in accordance with the standards established by the North Carolina Criminal Justice Education and Training Standards Commission.

Driving-related training is also addressed. The department conducts post-crash driver evaluations and re-training. Additionally, new vehicle orientation training is provided to ensure officers are familiar with vehicle controls, equipment, and operational expectations before deployment.

The agency further enhances its compliance by offering annual classroom instruction that includes pursuit and emergency response training, as well as discussions on departmental and national accident trends. Officers also participate in annual ride-alongs and driving evaluations conducted by qualified trainers or supervisors. These efforts demonstrate the department's strong commitment to maintaining a culture of ongoing professional development and risk reduction.

11. Field Training Program:

- A. The department maintains policies and procedures establishing a field training program for all newly sworn officers, both newly certified officers and in-state lateral transfers.
- B. Policy establishes guidelines for evaluating individuals in training by the field training officers. Examples – Daily Observation Reports, Weekly Observation Reports, etc.
- C. Policy and procedures establish a designated individual who oversees the agency Field Training Program. The agency will ensure that trained, qualified individuals conduct training.
- D. If appropriate, a rotation of individuals in training to different assignments within the agency.
- E. During field training, the agency utilizes the driving evaluation tool (or similar documentation) to ensure the newly trained officer safely operates the vehicle.
- F. Policy establishes a procedure for individuals in training that may require remedial training.
- G. A formal training program is utilized for all new hires supervised by a certified FTO or PTO
- H. During the FTO phase- Instruct new hires and lateral transfer officers on the Brady/Giglio for all sworn personnel.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 414 – Field Training Standard 2.09 – Field Training Program	
Agency Comments: Our field training manual is in NCLEA Standard 2.09 – Field Training Program Agency program has policies and procedures for Lateral hires, newly sworn and newly certified officers, daily and weekly observation reports, policy includes who oversees the program (training coordinator), Calendar of rotation during FTO, driving evaluation, availability of remedial training, all FTO’s are certified, and Brady/Giglio has been added. All Field Training Documents are completed/signed/maintained in Benchmark Software.	
Evaluator Comments (To be completed by NCLM Staff): Field Training Program The Black Mountain Police Department demonstrates compliance with Standard 11 through a well-documented Field Training Program outlined in Policy 414. The policy requires all newly hired or appointed officer trainees—including newly certified officers and lateral transfers—to complete a structured field training program supervised by certified Field Training Officers (FTOs). The program includes the issuance of standardized training materials, and the use of Daily and End-of-Phase evaluations to measure trainee progress. These evaluations ensure documentation and objective assessment of performance. The agency assigns trainees to	

multiple FTOs across different shifts and geographic areas to promote well-rounded training and reduce evaluator bias. A designated FTO Coordinator is responsible for program oversight and must complete appropriate training within one year of appointment.

Driving performance is explicitly addressed during field training, as trainees receive documented driver evaluation (referenced also in Policy 202 - Training), and the program allows for remedial training if deficiencies are identified. Additionally, trainees receive instruction on Brady/Giglio obligations during the FTO phase.

Overall, the Field Training Program satisfies all elements of this standard through formal structure, trained supervision, comprehensive documentation, and incorporation of risk-reduction practices.

12. Officer-involved Critical Incident Investigation:

- A. Policy guides the initial incident response to include:
 - 1. First responding supervisor and;
 - 2. Steps to properly secure any evidence
- B. Policy guides the Post Incident Procedures:
 - 1. Administrative leave;
 - 2. Counseling assistance;
 - 3. Family counseling;
 - 4. Department-wide debriefing;
 - 5. Daily stress recognition;
 - 6. Employee Assistance Program (EAP);
- C. Policy requires proper notification to the Criminal Justice Standards Division when an officer is involved in a critical incident.
 - 1. Reporting requirements define "Critical incident" as an incident involving any use of force by a law enforcement officer that results in death or serious bodily injury to a person."
 - 2. Policy is in place for relieving any employee from the line of duty who has used deadly force (that force substantially likely to cause death or serious bodily injury) or has been involved in any incident that has resulted in the serious injury or death of a person until a preliminary administrative review can be conducted.
- D. The SBI will be contacted by the Chief of Police or District Attorney to investigate and prepare evidence if a sworn law enforcement officer with the power to arrest uses force against an individual in the performance of the officer's duties that results in the death or serious bodily injury of the individual.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) Related Agency Policy Number(s) BMPD 402 – Crime and Disaster Scene Integrity BMPD Policy 305 – Officer Involved Shootings, Deaths and Serious Injuries BMPD Policy 341 – After Action Reporting	

BMPD 1033 – Wellness Policy
BMPD 605 – Brady/Giglio/Whitley Information

NCLEA Standard 1.17 – Critical Incident Reporting
NCLEA Standards 5.08 - Removal From Line of Duty Assignment
NCLEA Standard 1.16 – Reporting to Applicable Standards Division

Agency Comments:

Thankfully, this agency has had no Critical Incidents to report, however, all policies are in place and ready in the event there is a critical incident. Applicable NCLEA standards apply to this topic also. Policy breakdown below:

- A. Policy 305.5.1 outlines officer/supervisor responsibilities, 402– scene responsibility, first responder considerations, searches,**
- B. 305.6 – removal from line of duty assignment, 1033 – wellness, peer support, referrals, Critical Incident stress debriefing**
- C. 605.5.4 – notifications to appropriate standards division (NCLEA Standard 1.17)**
- D. 605.5.2 – SBI to investigate (NCLEA Standard 1.16)**

Evaluator Comments (To be completed by NCLM Staff):

Officer-Involved Critical Incident Investigation

The Black Mountain Police Department has established robust, well-structured policies and procedures that fully satisfy the criteria outlined in Standard 12. Although the agency reports no recent officer-involved critical incidents, the framework in place demonstrates a strong commitment to preparedness, officer wellness, accountability, and legal compliance.

Initial Response Procedures are clearly detailed in Policy 305.5.1 and Policy 402, which provide directives for first responder and supervisor responsibilities, scene security, and evidence preservation. Policy 402 also addresses the importance of maintaining scene integrity, documenting access, and initiating appropriate perimeter controls—all of which reinforce a professional and lawful initial response.

Post-Incident Procedures are thoroughly addressed in Policies 305.6, 1033, and 305.11, including provisions for administrative leave, mental health support, peer counseling, family resources, and formal debriefings. These policies ensure that affected personnel receive immediate and ongoing support and that employee wellness remains a top priority. The agency’s Wellness Policy (1033) outlines an expansive approach to physical and emotional well-being, including Critical Incident Stress Debriefings (CISDs), peer support communications, and EAP referrals.

The department also meets all statutory reporting requirements. Policy 305.14 and 605.5.4 require that any use of deadly force resulting in serious bodily injury or death be reported to the North Carolina Criminal Justice Standards Division within the mandated timeframe. The definition of a “critical incident” is consistent with state law, and reporting protocols are well-articulated.

Finally, Policy 305.5.2 and 605.5.2 require that in any qualifying incident, the State Bureau of Investigation (SBI) be contacted by the Chief of Police or District Attorney to conduct an independent investigation. This policy aligns with NCLEA Standards 1.16 and 1.17 and reinforces the agency's commitment to transparency, due process, and impartial review.

The inclusion of After-Action Reports (Policy 341) further highlights a forward-thinking approach to continuous improvement and accountability. Overall, the department's policies and readiness reflect best practices in the field and strong alignment with Standard 12.

13. Property & Evidence Management:

- A. Department maintains proper evidence storage areas with controlled access. Access to evidence storage areas is restricted to authorized personnel only, and is restricted to any unauthorized personnel unless they are escorted.
 - 1. Escorted individuals must sign in and out on access log for proper tracking.
- B. A dedicated and trained evidence custodian / staff, is responsible for the storage and distribution of all evidence
- C. High-risk property and evidence such as guns, drugs, and money **must** be secured in a separate area within the evidence storage area that requires additional security measures.
- D. The policy should include a provision for conducting a criminal history check on any person who is seeking the return of a firearm before the return of the firearm from evidence
- E. Policy shall detail the difference between property and evidence and how items may be released to the owner/complainant. All releases must be documented and signed.
- F. Utilization of evidence auditing is in place, including, at a minimum, semi-annually small random audits
- G. Procedures require a complete inventory when a change of evidence custodian or Chief of Police occurs.
- H. Policy clearly defines the procedures for documenting property and evidence collection into custody. Documentation regarding the disposition of property and evidence in secure custody is also utilized.

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
BMPD Policy 801 – Evidence Custodian and Evidence Room Procedures NCLEA Evidence Management Standards – Chapter 11		

Agency Comments:

All evidence management protocol is being met and has passed inspections with NCLEA. Policy breakdowns are below:

- A. Department maintains proper evidence storage areas with controlled access. Access to evidence storage areas is restricted to authorized personnel only, and is restricted to any unauthorized personnel unless they are escorted.
 - NCLEA Standard 11.01
 - 1. 1. Escorted individuals must sign in and out on access log for proper tracking.
 - NCLEA Standard 11.04 – access and control including sign-in log. Includes dedicated staff/access
 - NCLEA 11.05 – High Risk Property and Evidence
- B. A dedicated and trained evidence custodian / staff, is responsible for the storage and distribution of all evidence
 - Evidence Staff is trained
- C. High-risk property and evidence such as guns, drugs, and money **must** be secured in a separate area within the evidence storage area that requires additional security measures.
 - NCLEA 11.05 – High Risk Property and Evidence
- D. The policy should include a provision for conducting a criminal history check on any person who is seeking the return of a firearm before the return of the firearm from evidence
 - BMPD Policy 801.8.1 – release of firearms and requirement of a QDOF (DCI Module 7) check prior to release
- E. Policy shall detail the difference between property and evidence and how items may be released to the owner/complainant. All releases must be documented and signed.
 - BMPD Policy 801.1.1 – defines evidence and property
 - BMPD Policy 801.8 – covers release of all property/documentation/signatures
- F. Utilization of evidence auditing is in place, including, at a minimum, semi-annually small random audits
 - NCLEA 11.08 – Annual Unannounced Inspections
 - NCLEA 11.09 – Annual Audit of Property/evidence
- G. Procedures require a complete inventory when a change of evidence custodian or Chief of Police occurs.
 - NCLEA 11.10 – Change of Assignment
 - NCLEA 11.01 – Chain of Custody
- H. Policy clearly defines the procedures for documenting property and evidence collection into custody. Documentation regarding the disposition of property and evidence in secure custody is also utilized.
 - NCLEA 11.01

Evaluator Comments (To be completed by NCLM Staff):

Property & Evidence Management

The Black Mountain Police Department meets the requirements of this standard through the implementation of Policy 801 – Evidence Custodian and Evidence Room Procedures. The policy clearly outlines procedures for the intake, processing, storage, release, and destruction of property and evidence, as well as the responsibilities of the impounding officer and the evidence custodian.

Controlled Access is addressed in Sections 801.3.2 and 801.3.3, detailing key control and requiring all non-assigned individuals to be escorted and logged.

The dedicated evidence custodian role is defined throughout the policy, with clear duties and responsibilities.

High-risk items (guns, drugs, currency) are stored separately with enhanced security as required (801.4.1(i), 801.9(g)).

The policy mandates criminal history checks prior to the release of firearms using the QDOF/NICS system (801.8.1).

Definitions and distinctions between property types (evidence, safekeeping, found, unclaimed, destruction) are clearly laid out in Section 801.1.1, with specific release procedures (801.8).

Audits and inspections are required annually, with random audits and full inventories during personnel changes, in compliance with NCLEA standards (801.10).

Section 801.7.1 and 801.6 address chain of custody documentation, while processing procedures (801.4) reinforce integrity through proper packaging, sealing, and labeling.

The policy includes detailed guidance on evidence release, including documentation and proper authority sign-off (801.8).

The department follows state law for disposal, including biohazard and hazardous waste (801.11–801.11.3).

The department’s adherence to NCLEA benchmarks and statutory protocols reflects best practices in evidence handling and risk mitigation. This standard is met.

14. Social Media:

Policy guides officers in the expected behaviors and legal standards for social media activity. Policies further follow the language of the fourth circuit court of appeals

regarding the Liverman v. City of Petersburg case to ensure policy does not prohibit protected speech that would not impact agency operations. This case references the impact to a department's efficiency based on an employee's social media comments.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 318 – Department Use of Social Media NCLEA Standard 1.22 – Professional Conduct	
Agency Comments: We have had no instances of social media complaints or problems. NCLEA 1.22 Professional Conduct has a policy inclusion that we added for this.	
Evaluator Comments (To be completed by NCLM Staff): Social Media The Black Mountain Police Department meets the intent of Standard 14 through a comprehensive and detailed policy (Policy 318 – Department Use of Social Media) that governs employee use of social media both in an official and personal capacity. The policy reflects a strong understanding of the legal and operational risks associated with online activity by law enforcement personnel. Policy 318 addresses the expectations for professionalism, confidentiality, and public trust, outlining prohibited and approved uses of both personal and departmental social media accounts. It establishes guidelines that align with best practices and legal precedent, including the Fourth Circuit's ruling in Liverman v. City of Petersburg. The department avoids overly broad or vague restrictions that could infringe on constitutionally protected speech while maintaining the authority to regulate speech that may negatively impact the agency's operational effectiveness or public trust. The policy defines relevant terms, restricts unauthorized use of department imagery or resources, and prohibits posts that could compromise investigations, privacy, or the agency's reputation. It also ensures that authorized personnel, such as the Public Information Officer, oversee official postings during active incidents and other communications, helping maintain accuracy and transparency. The policy includes annual supervisory reviews of department social media use, record retention requirements, and training for authorized personnel on legal and policy-related considerations. The department reports no complaints or policy violations related to social media activity, suggesting successful implementation and internalization of the policy by staff. Overall, Policy 318 is clear, enforceable, and well-aligned with case law, risk management principles, and the operational needs of a professional law enforcement agency.	

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15. Continuity of Operations Plan:

- A. The department has established plans for situations in which normal operations and procedures are disrupted due to natural and man-made disasters to ensure continuity of operations.
- B. There is an established process by which the plan is activated and when normal operations will resume
- C. There are established processes when decision making authority will be delegated and to whom and for what functions, including the leadership’s order of succession
- D. The department has identified alternate operational facilities, methods of communication, alternate processes, equipment, provisions for securing records.
- E. The department maintains a process for backing up electronic data with off-site storage
- F. The department updates, maintains and trains the plan execution with department staff

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - Please see memorandum from Chief Parker
Related Agency Policy Number(s) BMPD Policy 339 – Emergency Operations BMPD Policy 208 – Continuity of Operations Plan NCLEA 1.24 – Emergency Operations	
Agency Comments: Provide any directives addressing secondary site relocation/or: Detail the steps taken to relocate operations and services in the event of a disaster or loss of facility/resources: <ul style="list-style-type: none"> A. The department has established plans for situations in which normal operations and procedures are disrupted due to natural and man-made disasters to ensure continuity of operations. NCLEA 7.01 B. There is an established process by which the plan is activated and when normal operations will resume NCLEA 7.01 – WD 3 - Activation/Implementation – Page 5 (BMPD COOP) C. There are established processes when decision making authority will be delegated and to whom and for what functions, including the leadership’s order of succession NCLEA 7.01 – WD 3 - Delegation/succession – begins on page 8 (BMPD COOP) D. The department has identified alternate operational facilities, methods of communication, alternate processes, equipment, provisions for securing records. NCLEA 7.01 – WD 3 - Alternate site is covered in the Coop (in NCLEA 1.24 as WD 3) Page 5 and Page 15 – (TBD) 	

- E. The department maintains a process for backing up electronic data with off-site storage –
 – This is handled by our Tech service Provider – Advanced Data Solutions.
NCLEA 7.01 – WD 3 - Vendor list electronic data backed up by Advanced Data Solutions and BC IT and other standalone systems (BMPD Policy 339.20 Data Management)
- F. The department updates, maintains and trains the plan execution with department staff
BMPD Policy 339.19 – Preparedness and Training

Evaluator Comments (To be completed by NCLM Staff):

Continuity of Operations Plan

The Black Mountain Police Department meets the requirements of Standard 15 through its well-developed Continuity of Operations Plan (COOP), as outlined in Policy 208 and supported by the agency’s detailed COOP document referenced in PowerDMS.

The COOP clearly outlines steps to ensure the continuation of essential law enforcement operations in the event of a disruption caused by a natural or man-made disaster. The plan provides for activation procedures and outlines the process for resuming normal operations once stability is restored (NCLEA 7.01 – WD 3, Page 5).

A clear chain of command and delegation of authority is established in the policy, including leadership’s order of succession, ensuring that decision-making responsibilities are maintained even under emergency conditions (NCLEA 7.01 – WD 3, Page 8).

The department has also identified alternate facilities, backup communication methods, and processes for protecting equipment and securing essential records. Provisions for off-site data backup and electronic record storage are also in place, minimizing the risk of data loss during a crisis.

Importantly, the department maintains and trains on this plan to ensure operational readiness and staff familiarity with COOP protocols. The plan integrates with the Town of Black Mountain’s broader emergency management efforts, which further reinforces inter-agency coordination and preparedness.

The agency’s planning reflects best practices in continuity management and demonstrates a strong commitment to maintaining public safety services under all conditions. Standard 15 is met.

II. OPERATIONS SECTION

1. Use of Force and Response to Active Resistance:

- A. The Use of Force policy and procedures are annually reviewed, anytime a new weapons system is adopted by the agency, or when new case law is passed and enacted, or when a senior leadership change occurs.
- B. Policy provides use of force options, for example:
 - 1. Force Options/Controls starting with officer presence, progressing up to, and including deadly force.
 - 2. The policy should stress the use of the reasonable and minimal force necessary to gain control
- C. All officers are trained and certified in the use of all issued force options and follow recertification guidelines to maintain proficiency.
- D. Policy instructs personnel to provide proper medical care to anyone injured by the use of force and to report injury resulting from the use of force.
- E. The Department utilizes a formal use-of-force reporting form that is to be completed by the officer/supervisor when force is used while interacting with a non-compliant individual. Supervisors will review the use of force to ensure legal, training, and policy compliance.
- F. Policy and training reflect that “less-lethal force” devices will not be used on passive resisters or resistant individuals unless the non-compliance or resistance creates an immediate danger and safety risk that can be mitigated by the use of such force options, for example;
 - 1. ECD or pepper spray (note: the U.S. 4th Circuit Court of Appeals has viewed the use of Taser or similar tools as “serious use of force” (Armstrong), and the use must be reasonable and proportional to the event unfolding.
- G. All officers using less-lethal force devices will receive training from a certified instructor in the following:
 - 1. Policy Training on proper use and legal authority for use
 - 2. Initial training and testing
 - 3. Annual training/re-training and testing
- H. Policy specifies that only department-approved weapons and equipment are to be utilized by officers
- I. Duty to Intervene and Report Excessive Use of Force:
 - 1. A law enforcement officer, while in the line of duty, who observes another law enforcement officer use force against another person that the observing officer reasonably believes exceeds the amount of force authorized and who possesses a reasonable opportunity to intervene, shall, if it is safe to do so, attempt to intervene to prevent the use of excessive force. Additionally, the observing officer shall, within a reasonable period not to exceed 72 hours after that, report what the officer reasonably believes to be an unauthorized use of force to a superior law enforcement officer within the agency of the observing officer, even if the observing officer did not have a reasonable opportunity to intervene.

- J. Firing at moving vehicle(s) is prohibited except in self-defense of an officer(s) or the defense of another person(s) when deadly force is authorized, and no other reasonable options exist
- K. Choke, Strangleholds, and neck restraints are prohibited except in the self-defense of an officer(s) or the defense of another person(s) when deadly force is authorized, and no other reasonable options exist
- L. Policy strictly prohibits firing a warning shot.
- M. De-escalation training is instructed and documented annually during firearms training, less-than-lethal training, and when the Police Chief or designee for the Department deems it necessary

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 300	
NCLEA Chapter 5 Use of Force	
Agency Comments:	
All points are being met in policy and most bullet points have also been reviewed by NCLEA during our assessment. Breakdown of policies/standards below:	
<ul style="list-style-type: none"> A. 300.10 requires annual review and updates to policy B. 300.3.3 Use of Force Continuum/reasonable force necessary – 300.2, 300.3.1 C. NCLEA Standard 5.05 Weapons and Ammo – (training and certifications) D. NCLEA Standard 5.07 – Rendering Medical Aid E. NCLEA 5.04 – Reporting required (completed in the benchmark system) F. 300.3.3 and 300.3.4 – less than lethal force and levels of resistance G. NCLEA 2.03 – Use of Force Training and Proficiency for Intermediate Weapons H. NCLEA 3.03 – only weapons issued by the department to be used I. NCLEA 1.25 – Duty to Intervene and 72 hour clause is in 300.2.3 J. 300.4.1 - Firing at moving vehicle(s) is prohibited except in self-defense of an officer(s) or the defense of another person(s) when deadly force is authorized, and no other reasonable options exist K. NCLEA 5.02 - Choke, Strangleholds, and neck restraints are prohibited except in the self-defense of an officer(s) or the defense of another person(s) when deadly force is authorized, and no other reasonable options exist L. NCLEA 5.10 - Policy strictly prohibits firing a warning shot. M. 300.9 (b) and (c) - De-escalation training is instructed and documented annually during firearms training, less-than-lethal training, and when the Police Chief or designee for the Department deems it necessary 	

Evaluator Comments (To be completed by NCLM Staff):

Use of Force and Response to Active Resistance

The Black Mountain Police Department demonstrates full compliance with Standard 1 through its robust and regularly updated Use of Force policy (Policy 300) and associated practices that are aligned with NCLEA Chapter 5 and relevant case law, including guidance from the U.S. 4th Circuit Court of Appeals.

Policy 300 outlines the department's commitment to using only the force reasonably necessary to gain control of a situation, consistent with constitutional and statutory authority. The policy details a force continuum beginning with officer presence and escalating through appropriate levels, including deadly force. Annual policy reviews are conducted as required by Policy 300.10 or upon significant events such as leadership changes or weapon system adoption.

Officers are trained and certified in all issued force options, including less-lethal devices. BMPD adheres to annual training requirements (NCLEA 2.03), including de-escalation techniques (300.9), medical aid responsibilities (NCLEA 5.07), and reporting procedures (NCLEA 5.04), which are documented through the Benchmark software system.

The department appropriately restricts the use of Electronic Control Devices (ECDs) and pepper spray, ensuring such tools are not used on passive resistors unless justified by immediate safety concerns. Officers are trained under strict criteria with policy, legal authority, and annual re-certification. The policy also prohibits chokeholds and neck restraints except in deadly force situations, and restricts firing at moving vehicles or warning shots unless there is no other viable alternative and deadly force is legally justified.

Significantly, Policy 300.2.3 reinforces the duty to intervene and mandates reporting of any excessive force within 72 hours, reinforcing accountability at every level.

Overall, the Black Mountain Police Department's Use of Force policy is clear, legally sound, and supported by strong training, documentation, and supervisory review practices. The department meets and exceeds the standard expectations for use of force management and accountability.

Annual policy review verified? Yes No

2. Less-Lethal Weapons:

- A. Police officers have at least one (1) less lethal force option available (two recommended) to include but not limited to; electronic control devices (ECD), chemical spray (OC), impact weapons, and bola wrap device (BWD) etc.

- B. The department has a current “best practices” policy in place regarding less-lethal options issued to the officers.
- C. The department requires initial certification and annual training on all issued devices.
- D. The Department utilizes a formal use of force reporting form that is to be completed by the officer any time force is used with a less-than-lethal device and the report shall be reviewed by a supervisor to ensure policy, training, and legal compliance.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD 2.03 Use of Force and Proficiency for Intermediate Weapons	
NCLEA Standard 2.03 - Use of Force Training and Proficiency for Intermediate Weapons	
Agency Comments:	
All points being met – partially covered by NCLEA. Breakdown of policies and standards below:	
<ul style="list-style-type: none"> A. Officers are issued: tasers, Pepper spray, Asp Baton B. BMPD Policy 300.3.3 – Use of Force Continuum C. <u>NCLEA 2.03</u> – Use of Force Training and Proficiency for Intermediate Weapons. D. BMPD 300.5 -Reporting the use of force 	
Evaluator Comments (To be completed by NCLM Staff):	
Less-Lethal Weapons	
The Black Mountain Police Department is in full compliance with Standard 2 regarding the issuance, use, documentation, and training of less-lethal weapons.	
BMPD provides officers with multiple less-lethal options, including Tasers (X26 Advanced), OC spray, and ASP batons, which aligns with best practice recommendations and ensures officers are equipped to manage varying levels of resistance with minimal necessary force. The availability of more than one option meets the preferred standard of equipping officers with at least two less-lethal tools.	
Policy 300.3.3 outlines the department's Use of Force Continuum, which includes less-lethal force options and the circumstances in which each may be used. The policy makes clear distinctions between various types of resistance (verbal, passive, active) and prescribes appropriate, proportionate responses. It explicitly prohibits excessive force and promotes the use of de-escalation techniques when feasible (300.3.6), further emphasizing a force-minimization philosophy.	
Training requirements are well documented. According to NCLEA Standard 2.03 and BMPD policy, officers undergo initial certification and annual training on all issued intermediate weapons, including policy review, legal updates, and scenario-based	

instruction. De-escalation tactics, duty to intervene, and rendering medical aid are also emphasized in recurring training sessions as noted in 300.9.

Reporting is thorough and well-supported. Policy 300.5 mandates that all uses of force involving less-lethal weapons be promptly documented in Benchmark software and reviewed through the chain of command to ensure compliance with training, legal standards, and departmental policy. Supervisors are also required to respond, investigate, and document use-of-force incidents that involve injury, TASER deployment, or allegations of excessive force (300.7).

The department demonstrates a clear commitment to responsible and accountable use of less-lethal force through sound policy, regular training, supervisory oversight, and detailed documentation.

3. Care and Custody of Suspects:

- A. Policy exists detailing the care, custody, restraint, and transportation of suspects
- B. Policy outlines procedures for providing medical attention to arrestees who report or show symptoms of injury or illness
- C. Policy outlines specific legal procedures regarding juvenile prisoners
- D. Policy guides the handling of persons with disabilities
- E. Proper decontamination policies and procedures exist for individuals exposed to;
 - i. Chemical sprays;
 - ii. Electronic control devices;
 - iii. Impact Weapons;
 - iv. Bola Wrap devices;
 - v. Any other departmental-issued equipment

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 424 – Medical Aid and Response BMPD Policy 300 – Use of Force BMPD Policy 337 – Care and Custody of Suspects (handicapped included) BMPD Policy 901 – Temporary Custody of Juveniles BMPD Policy 302 – Handcuffing and Restraint BMPD Policy 304 Conducted Energy Device BMPD Policy 337 – Care and Custody of Suspects NCLEA 9.01 – Searching and Transport NCLEA 9.04 - Medical Assistance for Detainees NCLEA 9.02 – Temporary Custody of Juveniles	

Agency Comments:

All suspect interactions are being met per this standard. Policies and standards breakdowns are listed below:

- A. **NCLEA 9.01** - Policy exists detailing the care, custody, restraint, and transportation of suspects
- B. **NCLEA 9.01, 4.24 and 300** Policy outlines procedures for providing medical attention to arrestees who report or show symptoms of injury or illness
- C. **NCLEA 9.02** - Policy outlines specific legal procedures regarding juvenile prisoners
- D. **BMPD Policy 337.5 (F) Handicapped Individuals, 337.8 (F)(2), 337.8(J)** - Policy guides the handling of persons with disabilities
- E. **BMPD Policy 302.5 OC decon 2nd to last paragraph) - BMPD Policy 304.5.5 – after taser BMPD 337.4 – responsibilities of officer (medical care after arrest injury) BMPD 424 - Medical Aid and Response NCLEA 9.04 – Medical assistance for detainees**
Proper decontamination policies and procedures exist for individuals

****No Bola wraps used here**

Evaluator Comments (To be completed by NCLM Staff):

Care and Custody of Suspects

The Black Mountain Police Department meets all elements of Standard 3 concerning the care, custody, restraint, and transportation of suspects. The agency demonstrates comprehensive attention to legal, procedural, and humane standards in its treatment of individuals in custody.

Policy 337 – *Care and Custody of Suspects*—in conjunction with Policies 302 (Handcuffing and Restraint), 300 (Use of Force), 304 (Conducted Energy Device), and 424 (Medical Aid and Response)—provides detailed guidance on the appropriate handling of arrestees. These policies collectively address procedures for safe transportation, application of restraints, provision of medical attention when needed, and decontamination protocols for exposures to less-lethal devices such as OC spray and TASERS. Although the Bola Wrap is not used by the department, other issued tools are thoroughly accounted for.

Medical response policies ensure that detainees showing signs of distress or injury are promptly evaluated and provided care, fulfilling NCLEA Standard 9.04. Policy 424 in particular outlines medical responsibilities, while decontamination protocols are clearly stated in both 302.5 and 304.5.5.

The agency also maintains policy and procedures for handling persons with disabilities, with specific provisions cited in 337.5 and 337.8. These sections address both physical and mental impairments, showing sensitivity and compliance with ADA-related considerations.

BMPD Policy 901 addresses the temporary custody of juveniles in accordance with NCLEA 9.02, demonstrating legal awareness and operational readiness in situations involving minors.

Overall, the department’s policy framework reflects a strong commitment to ensuring the lawful and respectful treatment of all individuals in its custody, with adequate procedural safeguards, documentation requirements, and staff responsibilities clearly defined.

4. Dealing with Persons of Diminished Capacity/ Excited Delirium:

- A. Officers should be adequately trained in the handling of suspected “diminished capacity/excited delirium” individuals
- B. Officers should be adequately trained in indicators of “excited delirium”
- C. Procedures for taking individuals into custody and detention should be outlined in the policy and include the following:
 - 1. Protocols for responding – Containment, Announcement, Backup, Medical attention
 - 2. Less-lethal force options should be available when individuals are taken into custody

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 300 – Use of Force	
BMPD Policy 427 – Dealing with the Mentally Ill.	
Agency Comments:	
Policies cover dealing with persons of diminished capacity – see policy breakdowns below:	
<ul style="list-style-type: none"> A. Policy 300.6 – Medical Considerations (last paragraph) and BMPD Policy 427.4 – Dealing with the mentally ill - - Officers should be adequately trained in the handling of suspected “diminished capacity/excited delirium” individuals B. Policy 300.9 – Training - and BMPD Policy 427.4 - Officers should be adequately trained in indicators of “excited delirium” C. Policy 300.6 – Medical Considerations - Procedures for taking individuals into custody and detention should be outlined in the policy and include the following: <ul style="list-style-type: none"> 1. Protocols for responding – Containment, Announcement, Backup, Medical attention 2. Less-lethal force options should be available when individuals are taken into custody 	
A, B, C - Policy 300.6 – Medical Considerations	
Policy 427 – most of the policy	

Evaluator Comments (To be completed by NCLM Staff):

Dealing with Persons of Diminished Capacity/Excited Delirium

The Black Mountain Police Department demonstrates strong compliance with Standard 4 through a combination of comprehensive policy directives and officer training focused on safely and appropriately managing individuals exhibiting signs of diminished capacity or excited delirium.

BMPD Policy 427 – Dealing with the Mentally Ill and Policy 300 – Use of Force establish clear guidelines and procedures for officer response, including behavioral recognition, tactical approach, and medical considerations. Policy 427.4 explicitly addresses officer training in the recognition and handling of individuals in mental health crisis or those exhibiting symptoms consistent with excited delirium. Policy 300.6 outlines medical considerations, emphasizing the importance of recognizing potential medical emergencies and the need for immediate care, particularly in high-risk encounters.

The department also incorporates critical response protocols such as containment, the use of verbal announcements, appropriate deployment of backup, and early integration of medical personnel when dealing with these individuals. Less-lethal force options are addressed in both policies, supporting safer custody efforts when force becomes necessary.

Furthermore, Policy 300.9 confirms that BMPD personnel receive ongoing training in de-escalation tactics, medical emergencies, and the management of vulnerable populations. These efforts demonstrate the agency’s commitment to officer preparedness and public safety.

Overall, the policies, training expectations, and response procedures reflect modern law enforcement best practices for engaging individuals in crisis, reinforcing the department’s compliance with this standard.

5. Holding Cells (only for agencies utilizing temporary prisoner holding cells)

- A. Policy should establish the maximum time prisoners could be kept in a holding cell
- B. Holding cell must be monitored either by an officer or by closed circuit TV with live contact every 15 minutes
- C. Holding cells are to be equipped with a smoke detector
- D. Must have an evacuation plan in the event of an emergency
- E. Policy directs that sight and sound separation exists between detained juveniles and adult offenders
- F. Males and females are not to be detained in the holding cell together
- G. Holding cell should be free of any materials that could be used as weapons or devices for self-injury
- H. Suspects are searched for any materials that could be used as weapons or devices for self-injury or assault
- I. Officers are required to lock and secure firearms when accessing the holding cell

- J. Holding cells are equipped with an officer-accessible “panic alarm.” An officer-worn radio equipped “emergency button” is sufficient
- K. Policy instructs personnel when and how to obtain medical assistance for an injured/ill person in custody.

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<p>Related Agency Policy Number(s) BMPD Policy 900 – Temporary Custody of Adults BMPD Policy 901 - Temporary Custody of Juveniles BMPD Policy 902 Custodial Searches BMPD Policy 300 – Use of Force BMPD Policy 402 – Crime and Disaster Scene Integrity <u>NCLEA 9.06 - Weapons in Holding Areas / Processing Areas</u></p>			
<p>Agency Comments: All holding cell requirements are being met through policy and practice. Part of the requirements here were reviewed during our NCLEA assessment. See below for breakdown of policies and standards: A. 900.3 – No adult should be in temporary custody for longer than six hours B. 900.8 (e) - Safety checks by department members shall occur no less than every 15 minutes C. Cell does have smoke detector. D. Evacuation plan is posted within sight of the door window of the cell E. 900.8 – provides for sight and sound separation for juveniles and adults F. 900.4.1 – (b)(4) - Ensure males and females are separated by sight and sound when in cells. G. <u>NCLEA 9.06</u> – BMPD 900.8 A thorough inspection of a cell shall be conducted before placing an individual into the cell to ensure there are no weapons or contraband and that the cell is clean and sanitary. H. 902.2 and 902.3 – searches during transport and at police facilities also 900.8(a) I. Covered in NCLEA 9.06 and BMPD policy- also BMPD 900.8 (f) J. 900.5 - (a) Holding cells are to be equipped with an officer accessible "Panic Alarm". An officer worn radio equipped with an "emergency -button "is sufficient. K. – 300.6.1, 300.7 (b) Medical aid/ Use of Force, 402.4 – First Responder considerations</p>			
<p>Evaluator Comments (To be completed by NCLM Staff):</p> <p>Holding Cells</p> <p>The Black Mountain Police Department demonstrates full compliance with Standard 5 requirements regarding the use, monitoring, and safety of temporary prisoner holding cells.</p> <p>BMPD Policy 900 – Temporary Custody of Adults clearly establishes a maximum detention time of six hours (900.3), and mandates safety checks every 15 minutes (900.8(e)). A posted evacuation plan is visible near the holding cell entrance, satisfying emergency preparedness expectations. The holding area is confirmed to have a smoke detector, and policy 900.4.1(b)(4) ensures proper sight and sound separation between male</p>			

and female detainees. Additionally, BMPD Policy 900.8 mandates strict sight and sound separation between juveniles and adults in accordance with statutory and best practice guidelines.

Searches for weapons or contraband are addressed in BMPD Policies 902.2 and 902.3, as well as 900.8(a), requiring thorough inspections and searches before placing individuals in cells. These practices mitigate the risk of self-harm or violence. Policy 900.8(f), supported by NCLEA Standard 9.06, directs officers to secure firearms before accessing the holding area.

A panic alarm system is available, and officers are equipped with emergency radio buttons, per Policy 900.5(a). Finally, medical care procedures for ill or injured individuals in custody are thoroughly addressed in BMPD Policy 300.6.1, 300.7(b), and 402.4, ensuring timely and appropriate response when needed.

The department's documented policies and facility procedures reflect a clear commitment to detainee safety, legal compliance, and best practices in custodial care, supporting full compliance with this standard.

6. Transportation, Handcuffing-Restraint of Suspects:

A. Transportation:

1. Detainee of opposite sex arrest and transport:
 - a. Prior to transport, the transporting officer provides communications with time and mileage and then the officer closes time and mileage upon destination.
2. Detainee of opposite sex are not to be searched (*other than pat down for the officer's protection*) by opposite sex officers. All extensive searches are to be conducted by an officer of the same sex or detention center personnel with attention to privacy issues.
 - a. **In the event that this is not possible, opposite-sex offender searches must be conducted in the presence of another witnessing officer, and the procedure included in the policy**
3. Policy indicating the search of transport vehicles for contraband before and after transport.

B. Handcuffing:

1. Officers are trained on specific policies and procedures relating to handcuffing
2. Policy must include exceptions to the preferred method (behind the back), for example, when suspects are physically impaired or elderly
3. **Double-locks are utilized, and tightness is checked anytime handcuffing takes place**
4. **Officers document or memorialize that the individual was handcuffed, checked for tightness, and that double locks were used**
5. Department conducts annual training on issues surrounding handcuffing

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 337		

BMPD 337 – Care and Custody of Suspects
NCLEA 9.01 – Searching and Transport

Agency Comments:

All facets of this standard are being met – see policy breakdown below:

A. Detainee of opposite sex arrest and transport

1. BMPD 337.8 (B)(3) - The officer will also provide the Communications Center with the beginning and ending mileage if transporting prisoners of the opposite sex or juveniles.

2. Detainee of opposite sex are not to be searched by opposite sex officers - (and 2.a)

BMPD 337.6 Whenever possible, an officer of the same gender as the prisoner will conduct the search. If an officer of the same gender is not available, the arresting or transporting officer may conduct the search, provided the search is conducted in the presence of a witnessing officer...

3. Policy indicating the search of transport vehicles for contraband before and after transport - BMPD 337(B) - Before transporting a prisoner, the transporting officer will search the vehicle for contraband and weapons

B. Handcuffing - .BMPD 337.5

1. 337.5 (H) - Officers will participate in annual training on issues surrounding handcuffing

2. 337.5 (E) - The transportation of a prisoner will be accomplished using that degree of restraint deemed necessary by the officer to safely complete the task. In determining the reasonableness of handcuffing, an officer will take into account the age of the accused and whether the accused has a disability that may be exasperated by handcuffing.

3 and 4. BMPD 337.5 (B) - Handcuffs shall be double-locked and checked for tightness, once the prisoner has been taken into custody. Officers shall document the utilization of double- locks, as well as ensuring that handcuffs were checked for tightness in the narrative portion of the corresponding report.

5. 337.5 (H) - Officers will participate in annual training on issues surrounding handcuffing

***** Annual training covers all facets of this standard. *****

Evaluator Comments (To be completed by NCLM Staff):

Transportation, Handcuffing-Restraint of Suspects

The Black Mountain Police Department has comprehensive policies and procedures in place that fully meet the requirements outlined in Standard 6. BMPD Policy 337 – Care and Custody of Suspects provides clear guidance on both transportation and handcuffing practices, with specific attention to legal compliance and officer and detainee safety.

In regard to transportation procedures, BMPD 337.8(B)(3) requires officers to communicate beginning and ending mileage when transporting detainees of the opposite sex or juveniles. Policy 337.6 reinforces that searches should be conducted by an officer of the same gender whenever possible. If unavoidable, opposite-sex searches must be performed in the presence of a witnessing officer, demonstrating a respect for privacy and accountability. Additionally, BMPD 337(B) mandates that vehicles be thoroughly searched for contraband both before and after any prisoner transport.

The handcuffing section of the policy is equally thorough. Officers are required to double-lock handcuffs and check for tightness as detailed in BMPD 337.5(B), with documentation of these actions included in the officer’s report. Policy 337.5(E) provides exceptions for individuals who are physically impaired or elderly, ensuring that officers apply restraints with discretion and care. Annual training on proper handcuffing procedures is mandated under BMPD 337.5(H), satisfying both initial and ongoing proficiency requirements.

The department’s consistent application of these procedures, reinforced through policy and annual training, demonstrates strong alignment with best practices and supports full compliance with this standard.

7. Eyewitness Identification Procedures:

- A. Policy outlines the statutory provisions and the manner in which criminal suspects will be subjected to current legal identification proceedings. The policy should follow the North Carolina Eyewitness Reform act regarding the following:
 1. Show-up/Drive-By
 2. Photo-Array
 3. Line-Up procedures

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 604 – Eyewitness Identification NCLEA Standard 6.20 Eyewitness Identification	
Agency Comments: All points are being met – this was also covered by NCLEA standards and all was approved during our 2024 assessment. See policy and standard breakdowns below: <ol style="list-style-type: none"> 1. NCLEA Standard 6.20 - BMPD Policy 604.5 covers eyewitness identifications 2. And 3. 604.6 covers live and photo lineups. NCGS governing lineups is referenced in this policy.	
Evaluator Comments (To be completed by NCLM Staff): Eyewitness Identification Procedures The Black Mountain Police Department demonstrates full compliance with Standard 7 through the implementation of BMPD Policy 604 – Eyewitness Identification, which clearly reflects adherence to the North Carolina Eyewitness Identification Reform Act and NCLEA Standard 6.20. The policy provides structured procedures for show-ups/drive-by identifications, photo arrays, and live lineups, including statutory safeguards to prevent suggestiveness and	

protect the integrity of witness identifications. Policy 604.7 outlines field identification (show-up) protocols, emphasizing the necessity of proximity in time and place, neutral presentation of suspects, and limitations on multiple viewings. Photo and live lineup procedures are thoroughly detailed in Policy 604.6, requiring sequential presentation, witness instructions, confidence statements, and double-blind administration when feasible, consistent with N.C.G.S. § 15A-284.52.

The department’s procedures include strict documentation requirements (Policy 604.8), mandatory advisements to witnesses, and efforts to avoid influencing identifications—ensuring legal compliance and evidentiary integrity. Furthermore, the policy mandates audio/video recording when feasible and requires annual training for officers as stated in Section 604.9, satisfying both best practices and legal mandates.

The department's policy and practices related to eyewitness identification are comprehensive, legally sound, and meet all elements of this standard.

8. Confidential Informants:

Policy and practice include the following:

- A. Documentation of Confidential Informant use during drug investigations:
- B. Proper handling of evidence, confidential informants, informant funds and files, and safety issues concerning drug investigations.
- C. Prohibition from improper fraternization with informants
- D. Designation of who is responsible and accountable for confidential funds
- E. At a minimum semi-annual auditing of confidential funds and informant files and anytime the individual who is responsible for the funds is replaced

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 603 – Informants	
BMPD Policy 602 – Evidence Seized and Asset Forfeiture	
BMPD Policy 607 – Operations Planning and Deconfliction	
NCLEA Standard 6.06 Informants	
NCLEA Standard 6.07 Confidential and/or Narcotics Funds	
NCLEA Standard 11.01 Property and Evidence – Chain of Custody	
Agency Comments:	
BMPD does not currently have any CI’s – we have not had any CI’s in the known history as reported by staff employed here. We have implemented a narc officer during 2024. We plan to implement them in the future and have all policy and forms in line to implement them. See policy and NCLEA standard details below. Our policies were reviewed by NCLEA and met all requirements.	
<ul style="list-style-type: none"> A. Documentation of Confidential Informant - NCLEA 6.06 (c) - Informants B. Proper handling of evidence, confidential informants, informant funds and files, and safety issues concerning drug investigations. 	
<u>NCLEA 11.01 – Property and Evidence, BMPD Policy 801 – Evidence – Proper handling of evidence</u>	

- NCLEA 6.07 A – Designation of Funds** - informant funds and files
- BMPD 607 – Operations Planning and Deconfliction** - safety issues
- C. **BMPD Policy 603.4(d) Informant Integrity-** Prohibition from improper fraternization with informants
- D. **NCLEA 6.07 A – Designation of Funds** - Designation of who is responsible and accountable for confidential funds
- E. **NCLEA 6.07 - Confidential and/or Narcotics Funds and Audits** - semi-annual auditing of confidential funds and informant files

Evaluator Comments (To be completed by NCLM Staff):

Confidential Informants

The Black Mountain Police Department is well-prepared for future implementation of confidential informant (CI) operations, demonstrating full policy readiness and procedural alignment with Standard 8. Although the agency currently does not utilize confidential informants—as confirmed by staff and historical practice—BMPD has proactively developed and adopted all necessary policies and infrastructure to support safe, ethical, and accountable CI operations.

BMPD Policy 603 – Informants and NCLEA Standard 6.06 establish proper documentation protocols for any future CI usage. The policies clearly define procedures for managing informant files, maintaining integrity in officer-informant relationships (603.4(d)), and addressing safety and operational concerns during narcotics-related investigations. BMPD Policy 607 – Operations Planning and Deconfliction reinforces this by including guidance for managing tactical risk during drug investigations.

BMPD Policy 602 and NCLEA Standard 6.07 define the procedures and accountability structures for managing confidential funds. A designated individual is responsible for fund oversight, and the policy requires semi-annual audits as well as additional audits during personnel transitions, ensuring proper financial controls. In addition, BMPD Policy 801 and NCLEA 11.01 confirm procedures for evidence handling and chain of custody are in place and compliant.

Though the agency has not yet deployed confidential informants, it is evident that policies and oversight mechanisms are robust and ready for activation. The department has built a strong compliance foundation to ensure ethical and lawful use of confidential informants when the program is implemented.

9. In-Car Camera/Body Worn Camera (If equipped):

- A. It is recommended that the department utilizes video technology including either: in-car video cameras, body worn systems, or preferably a combination of both. A “best practices” policy is in place for the utilization of video equipment (the IACP model policy is a recommended best practice guide) The policy should address at a minimum, the following recommendations:
 1. Controlled access to the recording media (*generally limited to a supervisor*);

2. Provision of random review by supervisors (audit process)
3. Use of personal recording equipment is prohibited
4. Requirements and restrictions for activation and deactivation of the device
5. Video evidence storage, use, and retention is established by policy
6. Prohibited use policy is in place
7. Policy and procedures in place regarding public requests of recordings.
8. Procedures for public request of recordings in accordance with NCGS 132-1.4A

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 419 NCLEA 6.22	
Agency Comments:	
BMPD is in compliance with this standard. NCLEA compatible standards were reviewed during our recent assessment. See breakdown of our policies and NCLEA standards below:	
<ol style="list-style-type: none"> 1. NCLEA 6.22(C) Controlled access to the recording media (<i>generally limited to a supervisor</i>); 2. BMPD Policy 419.10 Provision of random review by supervisors (audit process) 3. BMPD Policy 419.7 Use of personal recording equipment is prohibited 4. NCLEA 6.22(B) Requirements and restrictions for activation and deactivation of the device 5. NCLEA 6.22(D) Video evidence storage, use, and retention is established by policy 6. BMPD Policy 419.7 Prohibited use policy is in place 7. NCLEA 6.22(H) Policy and procedures in place regarding public requests of recordings. 	
Evaluator Comments (To be completed by NCLM Staff):	
In-Car Camera/Body Worn Camera	
<p>The Black Mountain Police Department demonstrates full compliance with Standard 9 and employs a comprehensive and well-structured approach to the use of video recording technology through BMPD Policy 419 and NCLEA Standard 6.22. The agency is equipped with body-worn camera systems and follows best practices in alignment with IACP recommendations.</p> <p>Controlled access to video recordings is properly restricted, as outlined in NCLEA 6.22(C), with supervisory personnel maintaining oversight of recording media. BMPD Policy 419.10 ensures random supervisory audits are conducted, supporting accountability and reinforcing professionalism during public interactions. BMPD Policy 419.7 explicitly prohibits the use of unauthorized or personal recording equipment, reducing the risk of unapproved data collection and privacy violations.</p> <p>The policy outlines clear and specific guidance regarding the activation and deactivation of recording devices, as supported by NCLEA 6.22(B). Video retention, storage, and usage</p>	

procedures are well-defined in accordance with NCLEA 6.22(D), ensuring that evidentiary material is managed securely and lawfully. Additionally, the department has a clearly articulated prohibited-use policy and complies with public access requirements for video under NCGS 132-1.4A, as reflected in NCLEA 6.22(H).

Overall, BMPD's body-worn camera policy is thorough, compliant, and meets all components of this standard. Supervisory accountability, appropriate restrictions, and legal alignment with state law demonstrate the agency's strong commitment to transparency and responsible technology use.

10. Vehicle Operations:

A. The department maintains policy and direction for the establishment of responsibility for the safe operation of police vehicles during:

1. non-emergency operation
2. emergency (light and siren) operation

B. Distracted Driving: The department maintains a “distracted driving policy” and provides guidance for when Mobile Data Terminal use and electronic devices are prohibited

C. Vehicle Pursuit:

1. Pursuits governed by a policy that provides guidance for the following:
 - i. Criteria for initiating a pursuit
 - ii. Criteria for Communications during pursuit, and if communications are lost
 - iii. Responsibilities of the Supervisor
 - iv. Pursuits exiting jurisdiction
 - v. Criteria for terminating vehicle pursuits
 - vi. Pursuit documentation
2. The department's policy gives direction in situations where emergency vehicle operation would not be generally authorized

D. Mandatory Seat Belt: - Safety Equipment:

1. Department requires seatbelt use by all vehicle occupants (unless an exception exists) to ensure safe vehicle operation by policy and practice by monitoring the use of seat belts

E. Tire Deflation Devices-Deployment:

Officers shall receive practical training in the use of tire deflation devices. Tire deflation devices should only be deployed after notification to pursuing officers and the supervisor. The location of the intended deployment shall be communicated.

The department has clear policies defining the proper use of tire deflation devices, including:

1. **Deflation** devices should be deployed to only affect the pursued vehicle

2. Training should detail the adequate cover and escape from intentional or unintentional exposure to the approaching vehicle
3. Officers should be trained in the limitations of such devices as well as the potential risk to officers, the public, and occupants of the pursued vehicle
4. Policies should prohibit the use of deflation devices when the pursued vehicle has less than four wheels or is a vehicle transporting known hazardous materials; unless deadly force would be authorized and no other options are available.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
<ul style="list-style-type: none"> A. NCLEA 6.10 – Non-Emergency and Emergency Response (BMPD 309 – Officer Response to Calls) B. BMPD 307 – Vehicle Pursuits, etc. C. NCLEA 6.08 – Pursuits (BMPD Policy 307 – Pursuits) D. NCLEA 6.16 – Seatbelts (BMPD Policy 1011 – Seatbelts) E. NCLEA 6.15 – Stop Sticks (BMPD Policy 307 - Vehicle Pursuits) 	
Agency Comments:	
<p>In addition to the relevant policies, please indicate how the category dimensions are met or exceeded: Most are covered under NCLEA – see above and below.</p> <ul style="list-style-type: none"> A. <u>NCLEA 6.15 (F)</u> – Stop Sticks/Road Spikes B. <u>NCLEA 6.15 (training Requirements)</u> C. <u>NCLEA 6.08</u> – Pursuits (BMPD Policy 307 – Pursuits) D. <u>NCLEA 6.16</u> – Seatbelts (BMPD Policy 1011 – Seatbelts) E. <u>NCLEA 6.15</u> – Stop Sticks (BMPD Policy 307 - Vehicle Pursuits) 	
Evaluator Comments (To be completed by NCLM Staff):	
<p>Vehicle Operations</p> <p>The Black Mountain Police Department has established comprehensive policies addressing vehicle operations during both emergency and non-emergency response situations. BMPD Policy 309 and NCLEA Standard 6.10 define the responsibilities and expectations for officers during routine and emergency driving. Policy 307 outlines pursuit procedures and aligns with NCLEA Standard 6.08, covering criteria for initiating pursuits, supervisory responsibilities, communications, pursuits beyond jurisdiction, and pursuit termination. Documentation and review requirements are also addressed.</p> <p>The agency maintains a clear distracted driving policy that provides guidance on Mobile Data Terminal (MDT) and electronic device use during vehicle operation. BMPD demonstrates its commitment to occupant safety through Policy 1011, which mandates seatbelt use for all vehicle occupants, consistent with NCLEA Standard 6.16.</p> <p>Regarding tire deflation devices, BMPD Policy 307 and NCLEA Standard 6.15 provide specific instruction on deployment procedures, training requirements, and safety considerations. Policies address when deployment is appropriate, the importance of</p>	

supervisor notification, and operational safety standards. Officers receive training in the use and limitations of these devices, and policy prohibits their use in circumstances that would present elevated risk unless deadly force is otherwise authorized.

Overall, BMPD meets and exceeds the standard through detailed, NCLEA-compliant policies and clearly defined practices to ensure officer and public safety in vehicle operations.

11. K-9 Operations: (If Applicable)

- A. Department canine units have clear policies and procedures regarding the use of their canine(s)
- B. Minimum qualifications and selection process outlined for the selection of police canine handler(s)
 - a. Canine Training logs and documentation are maintained and shall include at a minimum The canine unit is trained under a recognized certification program and training maintained to the type and purpose of the canine
 - b. Canine training hours per month must be at a minimum of 8 hours
 - c. All historical training logs
 - i. If the department canine is certified in bite work, the agency shall ensure that they have clearly defined training documenting the success of command bite release training.
- C. All narcotic, explosive, or high-risk training aids are secured in a safe, and only canine handlers and supervisors will be authorized to check out items.
- D. Policy prohibits canines from being accessed by the general public unless under the supervision of its handler; to minimize the potential for an accident, the canine will be on a leash and/or muzzled when the canine is conducting public relations demonstrations if the canine is not properly trained and proficient in obedience training.
 - a. Procedures are in place that if the canine is conducting a bite demonstration in a public setting, the area of the demonstration must be restricted to public access during the demonstration
- E. Procedures for 24-hour care and maintenance for police canine(s)

- a. Ensure precautions are taken to prevent injury to the canine or any person who may encounter the animal while on and off duty
- F. Canine vehicle is equipped with canine heat protection and public safety markings.
- G. All agency officers are trained in the legal parameters of police K-9 searches, the current case law related to these searches, and proper notification of when a canine will be released if occupants fail to surrender according to instructions.:
 - a. Illinois v. Caballes, 543 U. S. 405 (2005);
 - b. Rodriguez v. U.S. (2015)
 - c. Maney v. Garrison (2017)
 - d. Kopf v. Wing (1991)
- H. Canine units are not recommended to transport non-departmental personnel, including ride-along participants, unless the vehicle is adequately equipped with a prisoner transport system; if transporting non-departmental personnel, the canine door must remain closed during ride-along.

Special Commentary – The agency should develop a comprehensive job description for the police canine handler position, which includes the minimum qualifications, knowledge, skills, and abilities. All aspects of the agency’s selection process should be included in the agency policy. The policy should outline the responsibilities for the care and maintenance of the police canine(s) by the agency and the personnel assigned to the position of working and controlling the police canine(s) on a 24-hour basis. This should also include whether the canine(s) are/is housed and cared for by the handler after duty hours or is boarded at a location other than the residence of the handler. In the event the canine is to be housed at the handler's residence, a documented inspection should be conducted to ensure that the residence is conducive to safely housing the police canine; the inspection should properly document how the canine is to be sheltered, at a minimum, a suitable environment for the canine will include a private, fenced yard at least partially grassed, with appropriate warning signs displayed, as well as a well-maintained kennel and pad to include shelter and shade for the canine. Provisions for veterinary care, both routine and emergency, should also be outlined in the directive. Training logs should contain veterinarian service forms, canine dog certifications, and all records and training logs related to canine activities.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A – Please see memo from Chief Parker
Related Agency Policy Number(s) BMPD Policy 310 - Canines	
Agency Comments: In addition to the relevant policies, please indicate how the category dimensions are met or exceeded: A. BMPD Policy 310 - Department canine units have clear policies B. BMPD Policy 310.8 – Handler Selection C. BMPD Policy 310.12 – Training – This is being completed and documented in Benchmark Software D. BMPD Policy 310.12.6 and 310.12.7 - Narcotics and explosives	

- E. BMPD Policy 310-5.2 – Public Demonstration/310.7 – Non-apprehension Guidelines
- F. BMPD 310.9 – Handler Responsibilities
- G. BMPD 310.9 – Handler Responsibilities
- H. BMPD 310.12 – Training
- I. BMPD 310.9.1 – Canine in Public areas

Special Commentary – addressed in BMPD policy 310.

Evaluator Comments (To be completed by NCLM Staff):

K-9 Operations

The Black Mountain Police Department demonstrates full compliance with Standard 11 regarding K-9 Operations. BMPD Policy 310 provides detailed, comprehensive guidance that covers all required areas of the standard and reflects best practices.

A–B: Policies and Qualifications

BMPD Policy 310 clearly establishes procedures for K-9 deployment and outlines handler selection criteria (310.8), requiring minimum qualifications such as probation completion, proximity to jurisdiction, and appropriate home facilities. All training is documented in Benchmark software, and canine units maintain training consistent with nationally recognized standards. Policy mandates at least 8 hours of training per month and includes provisions for bite-release command training.

C–D: Training Aids and Public Access

Policies 310.12.6 and 310.12.7 set strict requirements for the handling and security of narcotic and explosive training aids, limiting access to handlers and supervisors only. Policy 310.9.1 addresses public interaction and demonstrations, requiring canines to be leashed and/or muzzled unless fully trained in obedience. Bite demonstrations require restricted public access, and all safety considerations are clearly outlined.

E: 24-Hour Care and Maintenance

Policy 310.9 outlines handler responsibilities, including provisions for off-duty housing, kennel safety, daily care, and emergency medical treatment. The policy also allows for periodic inspections of handler homes and canine vehicles to ensure compliance.

F: Canine Vehicle Safety

BMPD vehicles assigned to canine units are equipped with heat alarms and public safety markings, as detailed in Policy 310.9(c).

G: Legal Training

Policy 310.12 includes ongoing legal training for officers in relevant case law including Illinois v. Caballes, Rodriguez v. U.S., Maney v. Garrison, and Kopf v. Wing. Legal parameters are addressed in deployment and search procedures.

H: Transport Restrictions

Policy prohibits the transportation of non-departmental personnel unless the vehicle is properly equipped, and procedures ensure the canine is not exposed to unauthorized persons during ride-alongs.

Special Commentary

BMPD Policy 310 incorporates the guidance provided in the Special Commentary. The policy defines handler duties, 24-hour care requirements, and housing standards. It includes a home inspection requirement, kennel and fence standards, and veterinary care protocols. Training logs are maintained, and all training, medical, and certification documentation is stored and tracked through department records and Benchmark software.

Conclusion

The BMPD has implemented a robust, well-documented K-9 program that meets or exceeds all aspects of this standard. Policy 310 is thorough, legally sound, and operationally detailed—demonstrating both accountability and proactive risk mitigation.

12. SWAT /SRT/Tactical, Special Operations Teams: (If Applicable)

This category refers to any organized group of officers who operate as a “tactical unit” for the purposes of high-risk apprehensions, structural entries, hostage situations, warrant services, or any other “high-risk” activity that would require increased training and experience.

- i. Team members are properly equipped to include tactical vests, radio systems, and approved weapons and uniforms
- ii. The department has established fitness standards for team members
- iii. Annual training is required on issued specialized equipment
- iv. Department adheres to member selection standards
- v. Team tactics are based on accepted best practices
- vi. Department maintains an initial training of officers - (40-hour Basic SWAT Training Course)
- vii. Monthly team training- (minimum of 8 hours of training per month)
- viii. Sniper requirements include an initial training course
- ix. Snipers are, at a minimum, required to qualify quarterly, separate from the mandated team training schedule

A. Tactical team Call-Out Procedures:

1. Clear policies and procedures exist regarding when and under what criteria, tactical teams should be used: Agency or Mutual-Aid
2. Notification procedures should designate which command staff members should be notified.

B. Command Notification:

1. Standardized procedures should specify when supervisor notification and tactical team service are required

C. High-Risk Warrant Service:

1. The department maintains specific training and procedures regarding warrant-service such as the proper tactics involving a residence or structure
2. Planning - completion of search warrant operational plan prior to service including, but not limited to: photographs/video taken of target location, diagram, criminal records checks, history of the location, etc.
3. Written operational plans are completed and maintained for any high-risk service, detailed and team-briefed by the operational leader, with a chain-of-command approval process completed
4. Officers involved in the operation review the operations plan during the briefing process
5. When possible, the operational team completes a practice “dry-run” of the operation before the actual operation

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Related Agency Policy Number(s) BMPD Policy 428 NCLEA 7.04	
Agency Comments: BMPD adheres to all requirements of this standard. Parts of this standard are also covered by NCLEA standards. See breakdown of all policies below: <ol style="list-style-type: none"> i. Team members are properly equipped to include tactical vests, radio systems, and approved weapons and uniforms – <u>428.1(C)/428.6(B)</u> ii. The department has established fitness standards for team members – <u>428.9(A)/NCLEA 7.04</u> iii. Annual training is required on issued specialized equipment – <u>428.7/NCLEA 7.04(C)</u> iv. Department adheres to member selection standards - <u>428.4</u> v. Team tactics are based on accepted best practices – <u>428.3</u> vi. Department maintains an initial training of officers - (40-hour Basic SWAT Training Course) <u>428.4(E) /NCLEA 7.04</u> vii. Monthly team training- (minimum of 8 hours of training per month) <u>428.7(A)</u> viii. Sniper requirements include an initial training course – <u>428.7 (H) – in compliance, but added this to policy.</u> ix. Snipers are, at a minimum, required to qualify quarterly, separate from the mandated team training schedule – <u>428.8(A)</u> <p style="margin-left: 20px;"> A. Tactical team Call-Out Procedures: <u>BMPD 428.10</u> B. Command Notification: <u>BMPD 428.23 (B)(1), 428.21(I)</u> C. High-Risk Warrant Service: <u>BMPD 428.23</u> </p>	
Evaluator Comments (To be filled out by NCLM Staff):	
Standard 12: SWAT/SRT/Tactical, Special Operations Teams	
The Black Mountain Police Department demonstrates full compliance with Standard 12. Policy 428 – Special Weapons and Tactics Team – provides comprehensive procedures governing	

tactical team operations. The policy outlines team member selection criteria, physical fitness standards, mandatory training (including a 40-hour basic course and monthly 8-hour training), and specialized training for snipers.

Policy 428 also details tactical equipment requirements, call-out procedures, high-risk warrant service protocols, command notification processes, and mutual aid provisions. Sniper qualifications are documented as separate quarterly certifications, and crisis negotiators are governed by structured selection and operational guidelines.

BMPD's policy incorporates NCLEA standards and reflects best practices in tactical team management, deployment readiness, and safe resolution of high-risk incidents. The policy includes clear operational planning, after-action documentation, and appropriate use-of-force and equipment authorization standards.

BMPD is in full compliance.

13. Search & Seizure of Persons, Vehicles, Residences, Structures, Property, and Electronic Devices:

- A. Policies direct and gives clear guidance concerning the procedures and justification for searches, and the various types of property searches including direction involving the following options:
 - 1. Arrest Warrants
 - 2. Search Warrants
 - 3. Consensual searches and "Knock and Announce"
 - 4. Exigent/dynamic searches
 - 5. Vehicle searches
 - 6. Clear policies detailing legal detentions and guidelines of what constitutes the physical seizure of an individual
 - 7. Policies exist detailing consensual contacts, Terry Stops, when frisks of individuals for weapons are legal, and how contacts should be documented
 - 8. Clear policies and procedures are instituted regarding strip and body searches, including:
 - a. Supervisor notification
 - b. Location
 - c. Reporting requirements and when a strip or body cavity search would be justified
 - d. Medical Staff Requirements
 - 9. The department maintains current policies and procedures regarding motor vehicle stops and searches (**Arizona v Gant**). The policy should

include current case law regarding searches incident to arrest and when searches may be legally conducted

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Related Agency Policy Number(s) BMPD is in compliance with all aspects of this standard. Part of this standard is also covered by NCLEA standards and policies/proofs were approved during our 2023 assessment. Breakdown of BMPD policies and NCLEA standards below: BMPD Policy 336 Searches, seizures... etc. BMPD Policy 415 - Contacts and Temporary Detentions BMPD Policy 902 – Custodial Searches NCLEA 6.03 – Search Warrants NCLEA 9.05 – Strip Searches and Body Cavity Searches</p>	
<p>Agency Comments:</p> <ol style="list-style-type: none"> 1. Arrest Warrants – BMPD Policy 606 – Warrant Service 2. Search Warrants - NCLEA 6.03 bullet point 5 3. Consensual searches and “Knock and Announce” – NCLEA 6.03 bullet point 1 and 2 4. Exigent/dynamic searches - NCLEA 6.03 bullet point 6 5. Vehicle searches – BMPD Policy 336.4 6. Clear policies detailing legal detentions and guidelines of what constitutes the physical seizure of an individual – BMPD Policy 415 - Contacts and Temporary Detentions 7. Policies exist detailing consensual contacts, Terry Stops, when frisks of individuals for weapons are legal, and how contacts should be documented - BMPD Policy 415 -Contacts and Temporary Detentions - BMPD Policy 336 .7 – Frisk of persons 8. Clear policies and procedures are instituted regarding strip and body searches, including: <ol style="list-style-type: none"> a. Supervisor notification – BMPD 902.7, 902.6 (a), 902.5.1 b. Location – 902.6(b)and (d), 902.2, 902.5.1 (c) c. Reporting requirements and when a strip or body cavity search would be justified – BMPD902.5.1 (f) d. Medical Staff Requirements – 902.5.1 (b), 902.6 (c) 9. The department maintains current policies and procedures regarding motor vehicle stops and searches (Arizona v Gant). The policy should include current case law regarding searches incident to arrest and when searches may be legally conducted – BMPD Policy 336.6 	
<p>Evaluator Comments (To be completed by NCLM Staff):</p> <p>Standard 13: Search & Seizure</p> <p>The Black Mountain Police Department is in full compliance with Standard 13. The agency provides detailed and up-to-date guidance on the legal and procedural aspects of search and seizure through several well-structured policies. These include BMPD Policy</p>	

336 (Searches and Seizures), Policy 415 (Contacts and Temporary Detentions), and Policy 902 (Custodial Searches), with additional validation through NCLEA Standards 6.03 and 9.05.

The policies comprehensively address:

Arrest and search warrants (Policy 606; NCLEA 6.03)

Consensual, exigent, and vehicle searches (Policies 336 and NCLEA 6.03)

Terry stops and frisk procedures (Policy 415; Policy 336.7)

Legal detentions and documentation of contacts

Guidelines for strip and body cavity searches, including supervisor approval, designated locations, medical staff requirements, and documentation (Policy 902; NCLEA 9.05)

Vehicle search limitations consistent with current case law, including *Arizona v. Gant* (Policy 336.6)

The documentation demonstrates that policies are clear, legally grounded, and aligned with current standards and case law. BMPD's policies reflect lawful procedures, respect for individual rights, and supervisory oversight in sensitive situations.

BMPD is in full compliance.

14. Firearms qualification and training:

- A. Range used for training is "purpose-built" reflecting best practices
- B. All range use includes the supervision of a certified range instructor
- C. Range use includes the utilization of safety officers
- D. A First-Aid kit is available during firearms related training
- E. Safety rules are posted and reviewed
- F. The physical address of the range is visibly posted in the event of an emergency, or communications notified of range status in the event of an emergency
- G. No eating, drinking, or smoking is allowed on the range during training
- H. Eye and ear protection are provided to officers
- I. Officers wear ballistic vests during training/qualifying and in proximity to the range
- J. Training includes practical exercises or scenarios, allowing officers to select appropriate weapons for the level of threat identified

In Compliance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 306 Firearms		

NCLEA 2.01-Annual Firearms Qualification and Training

Agency Comments:

BMPD is in compliance with all aspects of this standard. Part of this standard is also covered by NCLEA standards and policies/proofs were approved during our 2023 assessment. Breakdown of BMPD policies and NCLEA standards below:

BMPD

- A. Range used for training is “purpose-built” reflecting best practices – BMPD Range includes areas for pistol and rifle qualifications and has a storage building for all needed range equipment.
- B. All range use includes the supervision of a certified range instructor – NCLEA 2.01 – bullet point 1
- C. Range use includes the utilization of safety officers - NCLEA 2.01 – bullet point 1
- D. A First-Aid kit is available during firearms related training – First aid kit and triage bag are at the range. Additionally, each officer has a first-aid kit in their vehicle.
- E. Safety rules are posted and reviewed – posted in the range. Reviewed during sessions.
- F. The physical address of the range is visibly posted in the event of an emergency, or communications notified of range status in the event of an emergency - it will be, if our range is ever put back online post-TS Helene.
- G. No eating, drinking, or smoking is allowed on the range during training – Yes – however, provisions are made for water consumption during hot weather to prevent heat related illness of injury.
- H. Eye and ear protection are provided to officers – These items are provided to the officers if they do not have their own.
- I. Officers wear ballistic vests during training/qualifying and in proximity to the range -BMPD Policy 334(B)(24)

Evaluator Comments (To be completed by NCLM Staff):

Firearms Qualification and Training

The Black Mountain Police Department demonstrates compliance with Standard 14 through established policy (BMPD Policy 306 – Firearms) and practice, supported by NCLEA Standard 2.01. Firearms training is conducted under structured, safety-focused conditions, with clear documentation supporting each dimension of this standard.

The BMPD range is purpose-built for firearms training, including dedicated pistol and rifle qualification areas and an on-site storage facility for training equipment.

All training sessions are supervised by certified range instructors, with designated safety officers present during use (NCLEA 2.01).

First-aid and triage kits are available on-site, with additional kits assigned to each officer’s vehicle.

Safety rules are visibly posted at the range and reviewed with participants before and during sessions.

While the range address is not currently posted due to storm-related damage (TS Helene), the agency acknowledges this gap and plans to reinstate proper signage and communication protocols when the range reopens.

Consumption of water is allowed as a safety measure during hot weather, but eating, smoking, and other non-authorized activity are prohibited during training.

Eye and ear protection are provided to officers as needed.

BMPD Policy 334(B)(24) mandates ballistic vest wear during firearms training and qualification.

Training incorporates practical, threat-based scenarios to support decision-making and weapon selection under realistic conditions.

BMPD has accounted for all elements of the standard and maintains a culture of safety and operational readiness in firearms training. The only current limitation is the temporary offline status of the range due to prior storm damage, which is being addressed by the agency.

BMPD is in compliance.

15. Vehicle Maintenance

- A. A record is maintained of maintenance provided to police vehicles
- B. Policy and practice provide a “pre-shift” vehicle inspection process and checklist
- C. The checklist should include visual checks for the condition of tires, lights, emergency equipment, etc.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	BMPD Policy 702
Agency Comments	<p>BMPD is in compliance with all aspects of this standard. Documentation is maintained in Benchmark Software. Breakdown of policies is below:</p> <ul style="list-style-type: none">A. A record is maintained of maintenance provided to police vehicles – Recorded in our Benchmark software system.B. Policy and practice provide a “pre-shift” vehicle inspection process and checklist. BMPD Policy 702.3C. The checklist should include visual checks for the condition of tires, lights, emergency equipment, etc.- BMPD Policy 702.3(3)

Evaluator Comments (To be completed by NCLM Staff):

Vehicle Maintenance

The Black Mountain Police Department meets the requirements of Standard 15 through policy and supporting documentation. BMPD Policy 702 outlines vehicle maintenance protocols and includes procedures for pre-shift inspections, with documentation maintained in the Benchmark software system.

Maintenance Records: Vehicle service and maintenance logs are systematically recorded and tracked through Benchmark software, ensuring accountability and maintenance history for each unit.

Pre-Shift Inspections: BMPD Policy 702.3 requires officers to conduct a pre-shift inspection of their assigned vehicle, promoting operational readiness and early detection of mechanical or safety issues.

Inspection Checklist: The policy mandates visual checks of tires, lights, emergency equipment, and other vehicle components critical to safety and function, aligning with best practices.

BMPD demonstrates proactive fleet management through routine inspections and proper documentation. The agency is in full compliance with this standard.

16. Facility Safety and Security:

- A. Police facilities should be designed to be reasonably secure from physical attack or sabotage
- B. Must have an evacuation plan/map in the event of an emergency posted
- C. Sensitive areas should be secured from public access

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 333 – Facility Security	
Agency Comments: In compliance – see below: <ul style="list-style-type: none">A. Police facilities should be designed to be reasonably secure from physical attack or sabotage -doors locked, lobby/personnel separation, key pad entry, security cameras.B. Must have an evacuation plan/map in the event of an emergency posted Evacuation map is posted in the hallway of the office near the IT and Mail roomC. Sensitive areas should be secured from public access All areas are protected from unescorted public entry via locked doors and key pad access	

Evaluator Comments (To be completed by NCLM Staff):

Facility Safety and Security

The Black Mountain Police Department is compliant with Standard 16. Facility security practices and physical safeguards are addressed through BMPD Policy 333 – Facility Security and verified through on-site documentation and description.

Physical Security: BMPD has implemented reasonable measures to protect the facility from physical attack or sabotage, including locked doors, keypad entry systems, lobby-to-personnel separation, and security camera surveillance.

Evacuation Plans: An emergency evacuation map is clearly posted in the hallway near the IT and mailroom, ensuring visibility for personnel in the event of an emergency.

Access Control: Sensitive operational areas are restricted from public access using locked doors and keypad systems, ensuring only authorized personnel can enter.

The agency demonstrates an appropriate and practical approach to facility safety and access control, and all elements of this standard are met.

17. First Aid Training:

- A. Department provides first aid training and retraining for officers. Examples would include CPR and basic first aid for gunshot wounds

In Compliance?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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Related Agency Policy Number(s) BMPD 424 – Medical Aid Response

Agency Comments: Agency employees take CPR classes every two years per AHA Standards. Officers are also trained in the use of AED.

Evaluator Comments (To be completed by NCLM Staff):

First Aid Training

The Black Mountain Police Department is in compliance with Standard 17. The agency provides first aid training and retraining for its officers in accordance with recognized best practices.

Training & Recertification: Officers are certified in CPR and receive refresher training every two years in accordance with American Heart Association (AHA) standards.

Additional Skills: Officers are also trained in the use of Automated External Defibrillators (AEDs), enhancing the department’s emergency response capability.

Policy guidance is found in BMPD Policy 424 – Medical Aid Response. The agency meets the intent of this standard by ensuring officers are prepared to render life-saving assistance when needed.

18. Safety Equipment

- A. The department directs those officers utilize safety equipment when applicable. Equipment includes the following: Biohazard bags (red), face protection mask, latex gloves, disinfectant solution, sharps container, ballistic vest, traffic safety vest, fire extinguisher, North American Guide Book
 1. Vehicle is equipped with a reflective vest, PPE, equipment
 2. Each patrol car is equipped with a first-aid kit and a tourniquet.
 3. Each patrol car has roadway visibility devices such as cones, strobes, etc.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s): BMPD Policy 704 – PPE NCLEA 6.12 – Reflective Vests NCLEA 7.05 – Hazardous Materials	
Agency Comments: BMPD is in compliance with all aspects of this standard. Part of this standard is also covered by NCLEA standards and policies/proofs were approved during our 2023 assessment. Breakdown of BMPD policies and NCLEA standards below: <ul style="list-style-type: none"> A. The department directs those officers utilize safety equipment when applicable. Equipment includes the following: Biohazard bags (red), face protection mask, latex gloves, disinfectant solution, sharps container, ballistic vest, traffic safety vest, fire extinguisher, North American Guide Book <ul style="list-style-type: none"> - Officers are issued standard PPE equipment, erg (may have the phone app), etc 1. Vehicle is equipped with a reflective vest, PPE, equipment NCLEA 6.12 – Reflective Vests 2. Each patrol car is equipped with a first-aid kit and a tourniquet. Yes 3. Each patrol car has roadway visibility devices such as cones, strobes, etc. Yes 	
Evaluator Comments (To be completed by NCLM Staff): Safety Equipment The Black Mountain Police Department is in compliance with Standard 18. The agency ensures officers are equipped with essential safety and protective equipment necessary for routine patrol duties and emergency response.	

Personal Protective Equipment (PPE): Officers are issued biohazard bags, latex gloves, face protection masks, disinfectant solution, and sharps containers. Ballistic and traffic safety vests are standard issue.

Vehicle Equipment: Each patrol vehicle is equipped with a reflective vest, first-aid kit, tourniquet, fire extinguisher, and roadway visibility devices such as cones and strobes.

Reference Materials: Officers have access to the North American Emergency Response Guide (ERG), with some utilizing the mobile app version.

Policies supporting this standard include BMPD Policy 704 – PPE, as well as NCLEA standards 6.12 (Reflective Vests) and 7.05 (Hazardous Materials). Equipment and practices demonstrate a proactive commitment to officer and public safety.

19. Ballistic Vest Policy:

A. Agency requires a mandatory-wear policy for uniformed patrol officers

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
<p>BMPD Policy 1012 – Body Armor NCLEA 6.23 – Ballistic Vest</p>	
Agency Comments:	
<p>BMPD is in compliance with this standard. Part of this standard is also covered by NCLEA standards and policies/proofs were approved during our 2023 assessment.</p>	
Evaluator Comments (To be completed by NCLM Staff):	
<p>Ballistic Vest Policy</p> <p>The Black Mountain Police Department is in full compliance with Standard 19. The agency enforces a mandatory-wear policy for ballistic vests for uniformed patrol officers.</p> <p>BMPD Policy 1012 – Body Armor outlines the requirement for officers to wear ballistic vests while on duty.</p> <p>Compliance with NCLEA Standard 6.23 further supports the agency’s adherence to best practices in officer safety.</p> <p>The policy reflects a clear commitment to officer safety through the mandatory use of personal protective equipment during field operations.</p>	

20. Off-Duty Enforcement Action:

- A. This policy should detail off-duty response to police related matters
- B. Procedures regarding identification, limitations of when to respond, and what actions to be taken, such as neighborhood disputes, crimes in progress, etc.
- C. The policy should prohibit the carrying of a weapon while under the influence of alcohol

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 331 – Off-Duty Law Enforcement Actions	
Agency Comments:	
<p>BMPD is in compliance with all aspects of this standard.. Breakdown of BMPD policies is below:</p> <ul style="list-style-type: none"> A. This policy should detail off-duty response to police related matters BMPD Policy 331.1 B. Procedures regarding identification, limitations of when to respond, and what actions to be taken, such as neighborhood disputes, crimes in progress, etc. BMPD Policy 331.3.1 C. The policy should prohibit the carrying of a weapon while under the influence of alcohol BMPD Policy 331.4 	
Evaluator Comments (To be completed by NCLM Staff):	
<p>Off-Duty Enforcement Action</p> <p>The Black Mountain Police Department meets all requirements for Standard 20. The agency maintains a clear and comprehensive off-duty enforcement policy as outlined in BMPD Policy 331 – Off-Duty Law Enforcement Actions.</p> <p>BMPD Policy 331.1 addresses general expectations for officer response to police-related matters while off duty.</p> <p>BMPD Policy 331.3.1 provides guidance regarding identification, limitations on involvement, and appropriate actions in various situations (e.g., neighborhood disputes, crimes in progress).</p> <p>BMPD Policy 331.4 explicitly prohibits officers from carrying a firearm while under the influence of alcohol, supporting safe and responsible conduct off duty.</p> <p>The policy demonstrates alignment with industry standards and mitigates liability by placing clear boundaries around off-duty interventions.</p>	

21. Police Related Secondary Employment: (If Applicable)

- A. The department policy directs procedures for secondary employment
- B. Policy includes occupations or conditions that are not acceptable

- C. Off-duty employment is contingent upon approval by chief of police or designee
- D. Documentation includes: detailing the duties, type of business, uniform to be worn, date, time, number of hours, and if a departmental vehicle is to be utilized
- E. Workers Compensation, and/or liability responsibilities, status and notification is made known to the officer

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 1021 – Outside Employment, Off-Duty, and Extra-Duty	
NCLEA 3.04 – Secondary Employment	
Agency Comments:	
All should be covered in the NCLEA standard – 3.04	
Evaluator Comments (To be completed by NCLM Staff):	
<p>Police-Related Secondary Employment</p> <p>The Black Mountain Police Department has implemented a comprehensive and well-structured policy (BMPD Policy 1021) that clearly addresses all facets of police-related secondary employment. The policy demonstrates strong administrative oversight and ensures officers remain accountable and professional while engaging in off-duty or extra-duty assignments.</p> <p>Approval Process: The policy requires prior written approval from the Chief of Police or designee before officers may engage in any form of outside, off-duty, or extra-duty employment. This process includes annual renewal, appeal rights, and revocation procedures.</p> <p>Prohibited Employment: The policy explicitly lists types of secondary employment that are prohibited, including those that may present conflicts of interest, misuse of authority, or political entanglements.</p> <p>Documentation: BMPD utilizes request forms and web-based coordination to collect details on employment type, uniform requirements, scheduling, and vehicle usage. Officers are also required to notify communications at the beginning and end of secondary shifts.</p> <p>Liability and Workers’ Compensation: The policy outlines workers’ compensation considerations and makes clear distinctions about the Town's coverage versus employer-provided insurance depending on the situation. This ensures officers understand their liability status while engaged in non-primary duties.</p> <p>Supervision and Limits: There are limits on consecutive hours worked to reduce fatigue, and assignments involving four or more officers must include a supervisor. Officers on restricted or leave status are prohibited from working secondary employment.</p>	

The policy fully meets and exceeds the expectations of this standard by aligning with best practices and NCLEA guidelines. It reflects a strong emphasis on officer accountability, safety, and the protection of the agency's integrity while allowing for regulated off-duty employment opportunities.

22. Civilian Ride-Along program: (If Applicable)

- A. Policy is established relating to civilian “ride-along” program
- B. The department has an established minimum age of participants
- C. Request should be made in writing and include a consent and waiver of liability
- D. The department policy should limit the number of times civilians are allowed to ride
- E. The policy should prohibit civilians being armed, driving police vehicles, accompanying officers during “high risk” encounters, accompanying officers inside homes on search warrants, domestic situations, and participating in pursuits
- F. Civilians are not permitted to wear “police-like” clothing
- G. A background check must be completed on the participant

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A – Please see Memo from Chief Parker
Related Agency Policy Number(s)	
BMPD Policy 403 – Ride-Alongs	
Agency Comments:	
BMPD Policy covers all facets except for ride-along background investigations – this is will be addressed and is being corrected. Breakdown of BMPD policy is below:	
<ul style="list-style-type: none"> A. Policy is established relating to civilian “ride-along” program - BMPD Policy 403.2 B. The department has an established minimum age of participants – BMPD Policy 403.4 C. Request should be made in writing and include a consent and waiver of liability This is in place – in our PDMS Patrol Docs. D. The department policy should limit the number of times civilians are allowed to ride – Riders may participate one time. E. The policy should prohibit civilians being armed, driving police vehicles, accompanying officers during “high risk” encounters, accompanying officers inside homes on search warrants, domestic situations, and participating in pursuits – covered in policy and on ride-along form F. Civilians are not permitted to wear “police-like” clothing – appropriate clothing required. (BMPD policy 403.7(a) and 403.7.4) G. A background check must be completed on the participant - 403.7.3 Criminal History Check 	

Evaluator Comments (To be completed by NCLM Staff):

Civilian Ride-Along Program

The Black Mountain Police Department has established a well-defined and comprehensive ride-along policy that aligns with best practices and satisfies all elements of this standard. Policy 403 provides clear procedural guidance and safety controls for the participation of civilian observers, ensuring the program supports transparency while minimizing operational and liability risks.

Policy Established: BMPD has a dedicated policy (403) that governs the civilian ride-along program, outlining eligibility, application, approval, and operational guidelines.

Minimum Age Requirement: Participation is limited to those aged 18 and over, or 16+ with a signed parental waiver.

Written Consent & Waiver: All applicants must complete a written application and sign a Confidentiality and Liability Waiver at least three days in advance.

Limit on Frequency: Civilians may participate only once per year unless otherwise approved by the Chief or designee. Law enforcement-affiliated participants (e.g., interns, cadets) are granted exceptions under defined circumstances.

Restricted Activities: The policy explicitly prohibits civilians from being armed, driving police vehicles, or participating in high-risk encounters, pursuits, searches, or other law enforcement actions. Officers are instructed to exercise discretion to safeguard participants in the event of volatile situations.

Prohibited Attire and Conduct: Civilians must wear appropriate clothing and are not allowed to wear “police-like” attire. The policy reinforces the importance of maintaining a clear visual and behavioral distinction between observers and sworn personnel.

Background Checks: A criminal history check is required for all participants, excluding verified law enforcement personnel.

The policy effectively safeguards participant and officer safety, clarifies liability limitations, and limits access to sensitive situations. BMPD is in full compliance with the expectations outlined in Standard 22.

23. Civilian Volunteers in Law Enforcement Service: (If Applicable)

- A. This program should include its own separate policy manual specifying the duties that can be performed and those that are prohibited
- B. Specific disqualifiers shall be listed in the procedure manual.
- C. Background is conducted on applicants to include criminal history

In Compliance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Related Agency Policy Number(s)	
Agency Comments: Not applicable at this time.	
Reviewer Comments (To be completed by NCLM Staff):	

24. Reserve and/or Auxiliary Officer Programs: (If Applicable)

The department distinguishes between Reserve/Auxiliary NON-compensated sworn officers and “Part-Time” compensated sworn officers.

- A. The department adheres to the statutory requirements pertaining to auxiliary officer programs under NCGS 160A-282. The establishment of the program has been enacted by a municipal ordinance
- B. Reserve officers are required to adhere to all department policies and procedures.
- C. Reserve officers are required to attend and complete all annual in-service training requirements
- D. The department requires reserve officers to complete structured training before engaging in any assignments or activities

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Related Agency Policy Number(s)	
BMPD Policy 322 – Reserve Officers NCLEA Standard – 3.09 Reserve officer Program	
Agency Comments:	
BMPD is following this standard. Some points are covered by NCLEA standards. Please see policy and standard breakdowns below:	
The department distinguishes between Reserve/Auxiliary NON-compensated sworn officers and “Part-Time” compensated sworn officers. (N/A – we have no non-compensated officers)	
<ul style="list-style-type: none"> A. The department adheres to the statutory requirements pertaining to auxiliary officer programs under NCGS 160A-282. The establishment of the program has been enacted by a municipal ordinance (Not applicable) B. Reserve officers are required to adhere to all department policies and procedures. C. Reserve officers are required to attend and complete all annual in-service training requirements – NCLEA 3.09 – and BMPD 322.8 D. The department requires reserve officers to complete structured training before engaging in any assignments or activities - NCLEA 3.09 – and BMPD 322.8 	

Evaluator Comments (To be completed by NCLM Staff):

Reserve and/or Auxiliary Officer Programs

The Black Mountain Police Department has a formalized Reserve Officer Program structured under BMPD Policy 322. The program complies with applicable statutory requirements and incorporates best practices for the use, training, and supervision of part-time sworn personnel. The agency distinguishes between different levels of reserve involvement using a three-tier system, each with specific duties, training standards, and expectations. Although the department does not currently employ non-compensated auxiliary officers, it clearly delineates reserve officer functions and responsibilities in line with the standard's intent.

A. Statutory Requirements / Municipal Ordinance: The agency reports that it does not employ unpaid auxiliary officers, so NCGS 160A-282 and related ordinance requirements are not applicable at this time.

B. Adherence to Policies and Procedures: BMPD Policy 322.9 mandates that reserve officers adhere to all departmental policies and procedures, with acknowledgment of receipt and review via policy software. Reserve officers are held to the same standards as full-time officers unless otherwise noted.

C. Annual In-Service Training: Policy 322.8 and 322.9 confirm that all reserve officers are required to complete annual in-service training as mandated by the North Carolina Criminal Justice Education and Training Standards Commission. This includes firearms and less-lethal weapons qualifications.

D. Structured Training Requirement: BMPD outlines structured field training requirements by reserve tier. Tier 3 officers must complete the full FTO program; Tier 2 officers must complete training tailored to their scope of duties and experience. No reserve officer may be assigned duties for which they have not received adequate training (Policy 322.12).

The policy reflects strong administrative oversight, with designated supervisors, documentation protocols, and tier-specific training and evaluation requirements. BMPD's program satisfies all applicable elements of Standard 24.

25. Mutual Aid:

The department has established policies for the cooperation between law enforcement agencies in accordance with NCGS 160A-288.

A. The department has proper authorization from the governing board or council to enter into mutual aid agreements in accordance with NCGS 160A-288

- B. The Department maintains up to date and current Mutual Aid Agreements between outside law enforcement agencies that are being assisted or who are providing assistance

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s)	
BMPD Policy 334	
Agency Comments:	
<p style="color: green;">BMPD is in compliance with all mutual aid requirements – see policy breakdowns below:</p> <ul style="list-style-type: none"> A. The department has proper authorization from the governing board or council to enter into mutual aid agreements in accordance with NCGS 160A-288 BMPD Policy 334 – and Black Mountain Ordinance Sec 2-211 (6) https://library.municode.com/nc/black_mountain/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTIIDEBOCO_DIV7HIPRCO_S2-211PORUPRPRGUAD B. The Department maintains up to date and current Mutual Aid Agreements between outside law enforcement agencies that are being assisted or who are providing assistance Mutual Aid Agreements are maintained where applicable. 	
Evaluator Comments (To be completed by NCLM Staff):	
<p>Mutual Aid</p> <p>The Black Mountain Police Department has established policies and procedures that align with the statutory requirements of NCGS 160A-288 regarding mutual aid agreements. The agency demonstrates compliance with both the legal framework and operational best practices for law enforcement cooperation.</p> <ul style="list-style-type: none"> A. Authorization from Governing Body: The department has the proper authority to enter into mutual aid agreements, as granted by the Black Mountain Board of Aldermen via Code of Ordinances Sec. 2-211(6). This satisfies the statutory requirement for governing body approval in accordance with NCGS 160A-288. B. Maintenance of Current Agreements: BMPD Policy 334 outlines procedures for entering into mutual aid agreements, including documentation requirements and criteria for responding to or requesting assistance. The agency reports that mutual aid agreements are actively maintained with appropriate outside law enforcement agencies. <p>BMPD Policy 334 also provides comprehensive guidance on operational issues such as legal authority, communication protocols, supervisory responsibility, and inter-agency task force participation. The inclusion of provisions for emergency aid, formal task force participation, and concurrent jurisdiction further supports the agency’s adherence to cooperative law enforcement standards.</p> <p>BMPD is in full compliance with Standard 25.</p>	

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26. Citizen Video Encounters and Police Response:

Policy and/or training direct officers to the First Amendment protections of the rights of private citizens to record police officers during the public discharge of their duties, considering the recording-citizens:

- A. Remain at a reasonable distance
- B. Do not interfere with the officers’ duties or create a safety concern for the officer, person detained, or another onlooker.

In Compliance?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Related Agency Policy Number(s) BMPD Policy 420 – Public Recording of Law Enforcement Activity	
Agency Comments: BMPD complies with all legal citizen video encounters – see breakdown of our applicable policies below: A. Remain at a reasonable distance – BMPD Policy 420.5.1 (a) B. Do not interfere with the officers’ duties or create a safety concern for the officer, person detained, or another onlooker. - 420.5.1 (b)	
Evaluator Comments (To be completed by NCLM Staff): Citizen Video Encounters and Police Response The Black Mountain Police Department has a comprehensive and constitutionally sound policy—BMPD Policy 420—addressing the rights of citizens to record law enforcement activities in public. The policy explicitly affirms First Amendment protections and outlines both officer responsibilities and citizen limitations during such encounters. A. Reasonable Distance: BMPD Policy 420.5.1(a) requires that individuals recording police maintain a “reasonable distance” from officers lawfully discharging their duties. This aligns with the standard’s intent to preserve operational safety and effectiveness. B. No Interference or Safety Risk: BMPD Policy 420.5.1(b) prohibits individuals from interfering with officers or creating safety concerns. The policy further explains that verbal criticism or recording alone does not justify police intervention, unless specific obstructive or threatening conduct occurs. BMPD Policy 420 provides clear guidance for officers on how to manage encounters with recording citizens, including supervisory oversight, appropriate seizure of recordings (only with consent, a warrant, or exigent circumstances), and de-escalation techniques.	

These provisions demonstrate strong adherence to best practices and constitutional requirements.

BMPD is in full compliance with Standard 26.

On-Site Interview Summary

During the on-site and policy validation phases, the Black Mountain Police Department demonstrated a deep commitment to professionalism, accountability, and risk-informed leadership. From foundational administrative practices to frontline operational readiness, the department consistently adheres to state standards and nationally recognized best practices.

The department has implemented a highly structured and legally sound early warning system utilizing Benchmark Analytics. This system allows for performance trend tracking, early intervention, and individualized improvement plans, all of which reflect the agency's proactive management of personnel risk.

Hiring practices are thorough and consistent, with all sworn and civilian candidates undergoing comprehensive background investigations, medical and psychological screening, and documented adherence to Giglio/Brady compliance. The department also provides a robust onboarding and field training program that includes clear performance benchmarks, driver evaluations, and exposure to multiple shifts and assignments.

Supervisors are required to complete NCLM leadership training within six months of promotion, and the department supports continual leadership development through state and national conferences. A Training Committee evaluates needs and coordinates instruction, ensuring timely refreshers and policy-aligned training delivery.

In the operations arena, the agency's Use of Force policy is detailed, annually reviewed, and inclusive of current legal standards. It features structured de-escalation language, duty-to-intervene mandates, clear weapon usage protocols, and strong supervisory oversight. Officers are issued multiple less-lethal options and undergo initial and annual proficiency training with all equipment.

The department's evidence management function, overseen by trained personnel, includes restricted access, proper documentation, semi-annual audits, and secure storage of high-risk items. Chain of custody and firearm release protocols meet or exceed NCLEA standards.

Additionally, Black Mountain PD's commitment to safety is evident in its municipal safety committee participation, designated safety officer (Stacy Cox), post-incident review process, and documentation of training related to officer wellness and first aid. A well-developed Continuity of Operations Plan outlines emergency procedures,

backup locations, command succession, and electronic data security through partnerships with Advanced Data Solutions.

Evidence Room Technician & Supervisor – Stacy Cox

Stacy Cox, with 24 years in law enforcement and 3 years at BMPD, has managed the Evidence Room for two years. She is NCJA state-certified and ensures all submissions follow department policy. Evidence items, including narcotics, firearms, and currency, are stored securely and separately. The room is monitored via video and access is limited to authorized staff with card entry. Annual audits and unannounced spot checks are conducted, most recently in January 2025. Lt. Joe Kidd oversees the function, and Kristen Dodson serves as the backup technician. This demonstrates strong compliance with chain-of-custody standards.

Lead Firearms Instructor – Lt. Kevin Fineberg

Lt. Fineberg has 32 years in law enforcement, 7 of which are with BMPD, and has served as a certified firearms instructor for 20 years. Training is held at various regional ranges due to hurricane damage. The agency provides trauma kits and AEDs at training sites, and safety procedures are reviewed both in class and on the range. Firearms training includes de-escalation, judgment scenarios, and dual qualification using simunitions. Training aligns with national standards and is supported by three certified instructors.

Training Coordinator – Det. Ian Ammons

Detective Ammons, with 8 years of service, has been the training coordinator for 3 years. He is NCJA-trained and manages in-service training through Acadis and PowerDMS. Roll-call training is conducted via email briefings. The department employs certified instructors in various disciplines, and the FTO program includes 480 hours with provisions for remediation. Supervisor courses are assigned through NeoGov. Training is responsive to operational demands and aligned with best practices.

Internal Affairs – Deputy Chief Chris Kuhn

Deputy Chief Kuhn brings 25 years of experience, 10 with BMPD, and has led Internal Affairs for 4 years. Trained through NCJA, FBI LEEDA, and other programs, he oversees a transparent process for complaints, including use of the Benchmark system. Garrity rights are observed in all investigations, which are completed within 180 days. The department tracks trends for intervention and utilizes paid administrative leave during investigations. Criminal matters are referred to the SBI. Records are secured digitally and physically, ensuring confidentiality and integrity.

Canine Unit Supervisor – Officer David Newhouse

Officer Newhouse has served 10 years with BMPD, including 8 in the K-9 Unit. The dual-purpose canine is certified in narcotics detection and apprehension. Training is conducted every two days. Canine vehicles are equipped with bailout systems and kennels are in place at the handler's residence. He demonstrated knowledge of key legal precedents like *Illinois v. Caballes* and *Rodriguez v. U.S.* Medical records are maintained, and equipment is appropriately managed.

Tactical Commander – Lt. Kevin Fineberg

In addition to his firearms role, Lt. Fineberg leads the tactical team with 5 years of command experience. The team includes snipers, medics, and team leaders. Training occurs monthly, following NTOA standards, with equipment updated within the last five years. New members undergo Basic SWAT and a probationary period. Team selection includes physical testing and interviews. After-action reports are conducted after deployments, and inter-agency training is pursued.

Patrol Officer – Officer Aidan Chandler Nalley

Officer Nalley, with 2 years of experience, showed strong policy knowledge during the ride-along. He articulated BMPD’s felony-only pursuit policy, use of force prohibitions (e.g., chokeholds), and duty-to-intervene guidelines. He accurately referenced *Armstrong v. Pinehurst* and citizens’ right to record. During observation, he used his seatbelt, maintained safe driving practices, and avoided distractions—demonstrating professionalism and policy adherence.

The **Black Mountain Police Department** has successfully completed the North Carolina League of Municipalities Law Enforcement Risk Management Review, reflecting the agency’s unwavering commitment to public service, operational excellence, and professional integrity.

By demonstrating compliance across more than 40 high-liability standards, the department has shown its dedication to reducing risk, supporting officer well-being, and maintaining public trust.

The integration of structured supervision, policy review, advanced technology, and early intervention systems showcases a forward-thinking culture grounded in accountability and continual improvement.

This review confirms that the Black Mountain Police Department exemplifies best practices in modern policing and stands as a model of professionalism and preparedness for communities across North Carolina.

Date of Next Review:

Current Completion Date: 07/25/2025

Next Review Due: 07/25/2028

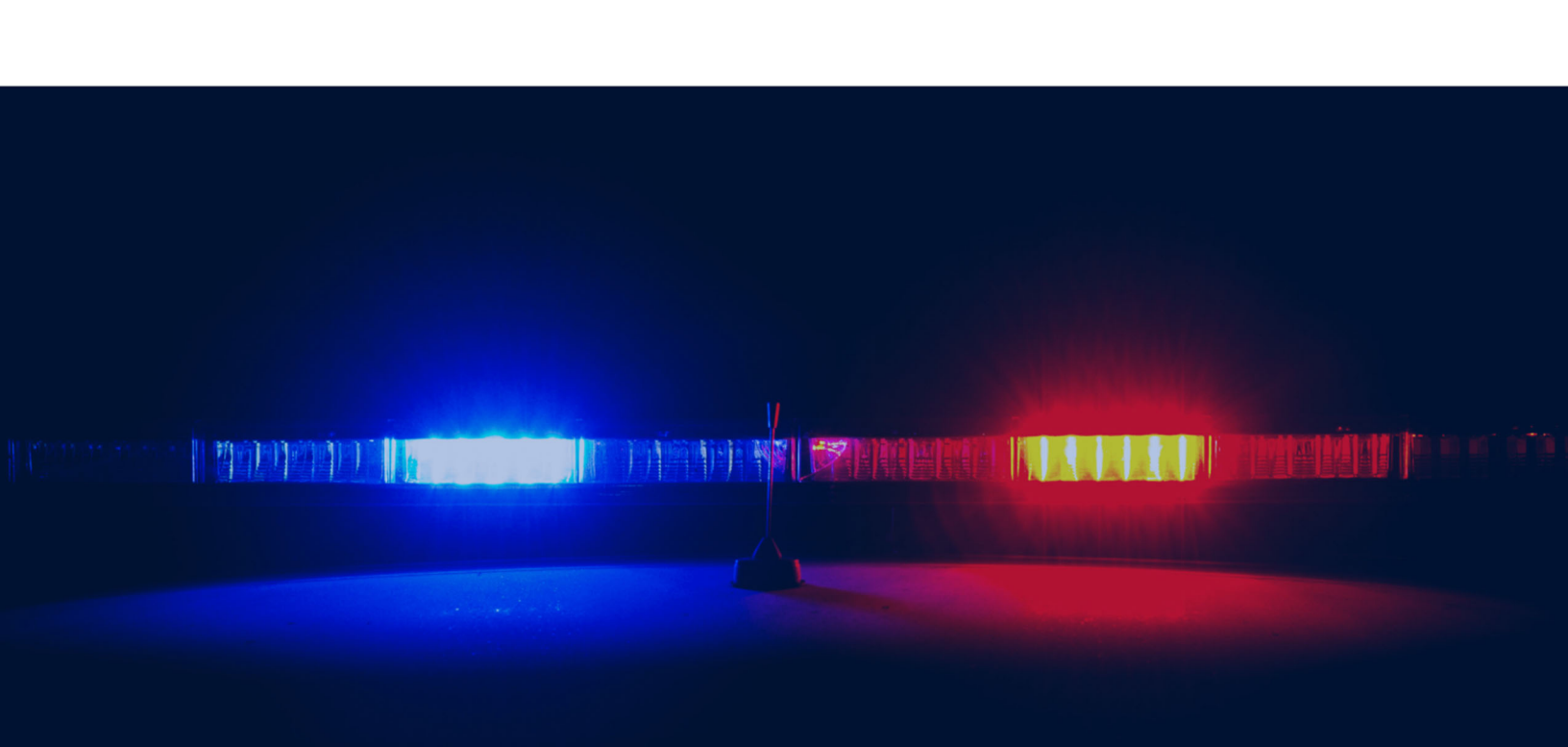
Chet Effler

Public Safety Risk Management Consultant

FINAL AGENCY COMMENTS / RECOMENDATIONS:

The department meets or exceeds all of the recommended dimensions assessed

Yes No



LAW ENFORCEMENT RISK REVIEW

Executive Summary Report

Black Mountain Police Department

Prepared by: Chet Effler, J.D.

**July
2025**





HISTORY

The North Carolina League of Municipalities is a member-driven organization representing the interests of cities and towns across the state. Through their collective efforts, League member cities and towns better serve their residents and enhance their quality of life. For over 100 years, the League has been the united voice for cities and towns striving for a better North Carolina.

Participation in the risk management review starts with a voluntary request from the police departments that are part of the League’s property and liability insurance pool. This risk management review is not meant to replace or supplement other industry resources. The North Carolina League of Municipalities encourages agencies to engage in recognized programs that assess law enforcement services based on benchmarks, accountability, industry best practices, and professionalism. This risk management review does not cover all known risks to law enforcement agencies but aims to address specific areas of liability. The risk management review process will evolve as more liability concerns are identified.

ON-SITE AND STANDARD COMMENTS

During the on-site and policy validation phases, the **Black Mountain Police Department** demonstrated a deep commitment to professionalism, accountability, and risk-informed leadership. From foundational administrative practices to frontline operational readiness, the department consistently adheres to state standards and nationally recognized best practices.

The department has implemented a highly structured and legally sound early warning system utilizing Benchmark Analytics. This system allows for performance trend tracking, early intervention, and individualized improvement plans, all of which reflect the agency’s proactive management of personnel risk.

Hiring practices are thorough and consistent, with all sworn and civilian candidates undergoing comprehensive background investigations, medical and psychological screening, and documented adherence to Giglio/Brady compliance. The department also provides a robust onboarding and field training program that includes clear performance benchmarks, driver evaluations, and exposure to multiple shifts and assignments.

Supervisors are required to complete NCLM leadership training within six months of promotion, and the department supports continual leadership development through state and national conferences. A Training Committee evaluates needs and coordinates instruction, ensuring timely refreshers and policy-aligned training delivery.

In the operations arena, the agency's Use of Force policy is detailed, annually reviewed, and inclusive of current legal standards. It features structured de-escalation language, duty-to-intervene mandates, clear weapon usage protocols, and strong supervisory oversight. Officers are issued multiple less-lethal options and undergo initial and annual proficiency training with all equipment.

The department's evidence management function, overseen by trained personnel, includes restricted access, proper documentation, semi-annual audits, and secure storage of high-risk items. Chain of custody and firearm release protocols meet or exceed NCLEA standards.

Additionally, Black Mountain PD's commitment to safety is evident in its municipal safety committee participation, designated safety officer (Stacy Cox), post-incident review process, and documentation of training related to officer wellness and first aid. A well-developed Continuity of Operations Plan outlines emergency procedures, backup locations, command succession, and electronic data security through partnerships with Advanced Data Solutions.

EXECUTIVE SUMMARY

The **Black Mountain Police Department** has successfully completed the North Carolina League of Municipalities Law Enforcement Risk Management Review, reflecting the agency's unwavering commitment to public service, operational excellence, and professional integrity.

By demonstrating compliance across more than 40 high-liability standards, the department has shown its dedication to reducing risk, supporting officer well-being, and maintaining public trust. The integration of structured supervision, policy review, advanced technology, and early intervention systems showcases a forward-thinking culture grounded in accountability and continual improvement.

This review confirms that the Black Mountain Police Department exemplifies best practices in modern policing and stands as a model of professionalism and preparedness for communities across North Carolina.

Date of Next Review:

Current Completion Date: 07/25/2025

Next Review Due: 07/25/2028

Chet Effler

Public Safety Risk Management Consultant





WORKING AS ONE. ADVANCING ALL.





TOWN OF BLACK MOUNTAIN
AGENDA ITEM SUMMARY

SUBMITTER:	John Coffey, Fire Chief	MEETING DATE:	October 13, 2025
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	DEPARTMENT:	Fire Department
TITLE OF ITEM:	Fire Department Annual Report		

SUGGESTED MOTION(S):

N/A- Annual Report Presentation.

SUMMARY:

Fire Chief John Coffey will present the Fire Department's Annual Report to the Council.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Black_Mountain_Fire_Department_Annual_Report



Black Mountain Fire Department 2024 Annual Report

Presented by: Fire Chief John
Coffey

Date: October 13th, 2025

Hurricane Helene - A Defining Moment

- Hurricane Helene brought unprecedented devastation to Black Mountain.
- Widespread flooding, landslides, and infrastructure damage tested local emergency response systems.
- Despite overwhelming conditions, the Fire Department and partnering agencies responded heroically to hundreds of incidents.

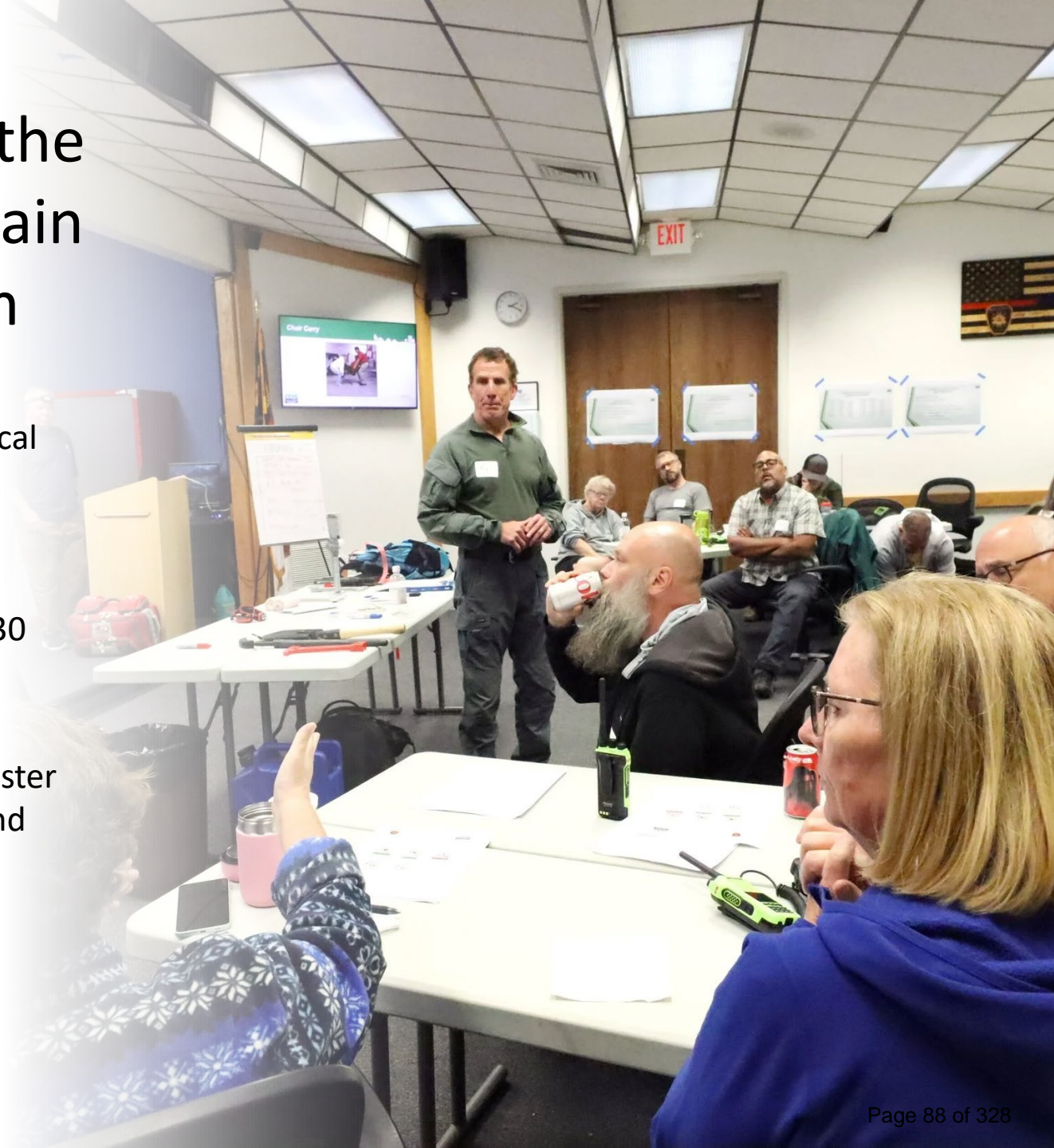


Establishing the Black Mountain CERT Team

CERT identified as a critical need during Helene.

First CERT team west of Hickory; approximately 30 members today.

Members trained in disaster response, light search and rescue, first aid, and communications.



What CERT Does

- Supports Fire, Police, and EMS during large-scale emergencies.
- Provides neighborhood-level disaster assistance.
- Assists with evacuation shelters, communications, and public information.
- Enhances community preparedness and resilience.



Training and Professional Development

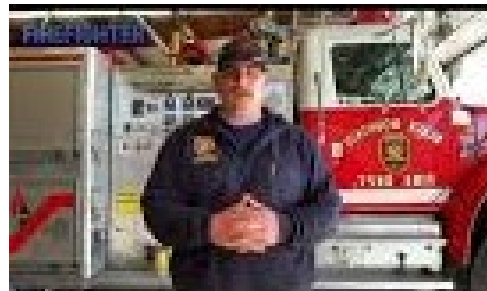
Most town staff have completed NIMS and ICS training.

Ensures coordinated response and efficient multi-agency operations.

Continued emphasis on leadership and professional development.

Social Media and Public Outreach

- Social media presence continues to grow.
- Firefighter-created videos increased engagement.
- Safety messages reach thousands monthly.





Lessons from Helene



Helene revealed areas for improvement:



Equipment and apparatus limitations



Staffing shortages during prolonged events



Communication challenges



Even with statewide aid, local resources were overrun.

Improved Communications Systems

Major radio system
improvements implemented.

Reintroduced UHF/VHF
systems with modern tools:

- HAM radio integration
- Starlink internet

Thanks to volunteers and
CERT team members David
Billstrom and Mr. Borden for
their radio expertise.



Staffing and Department Culture

- Full staffing achieved – no vacancies.
- Strong culture emphasizing professionalism, safety, and empowerment.
- Leadership approach encourages growth and excellence.



ate Continuing Education
Rescue Management

Apparatus and Equipment Updates

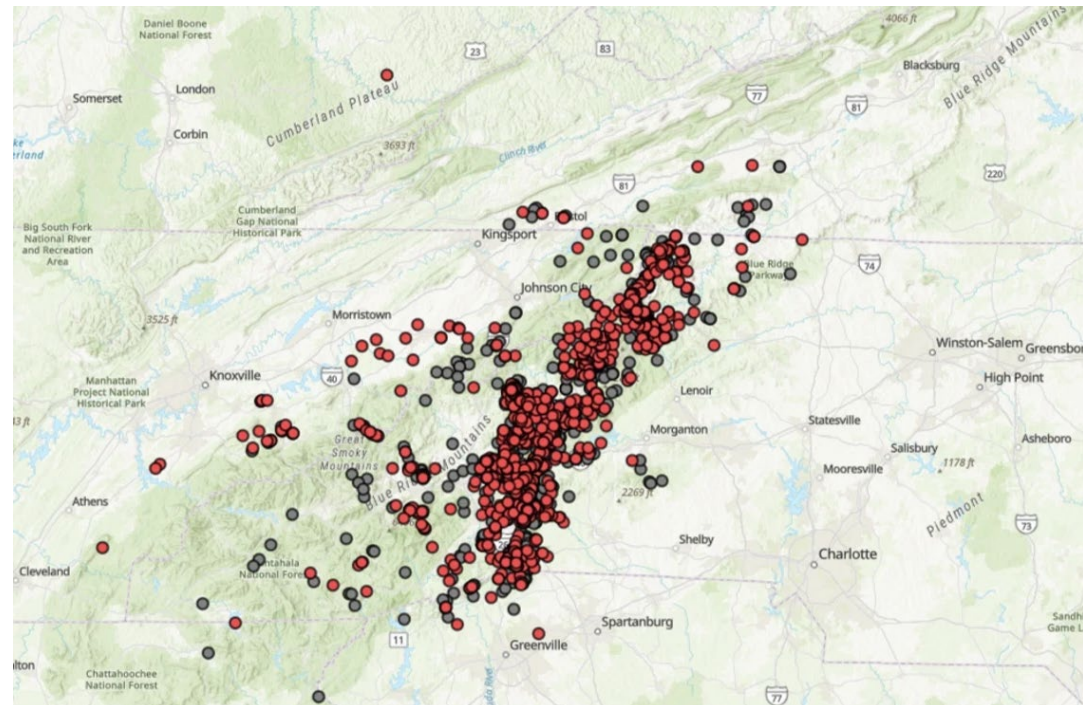
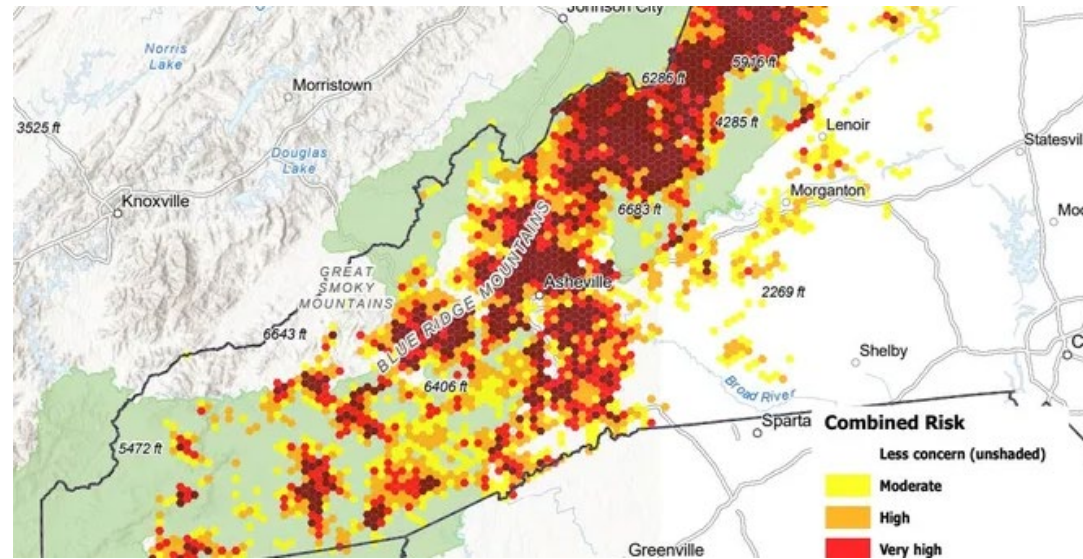
Mini-Pumper approved last year; still in production due to industry delays. Approximate arrival September 2026.

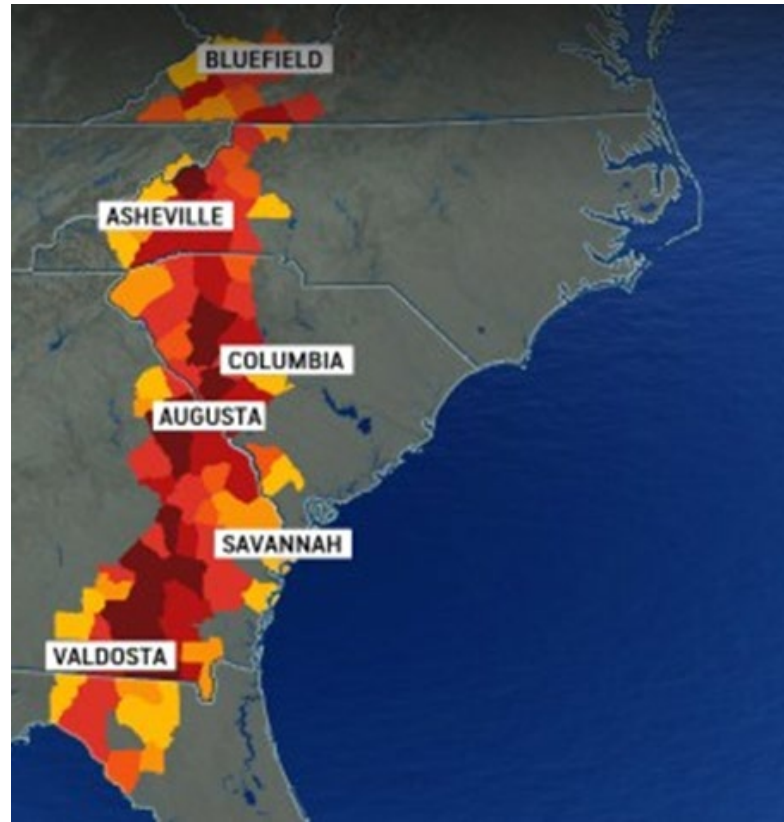
Rescue Equipment upgrades remain a top priority.



Post-Helene Debris and Fire Season Risks

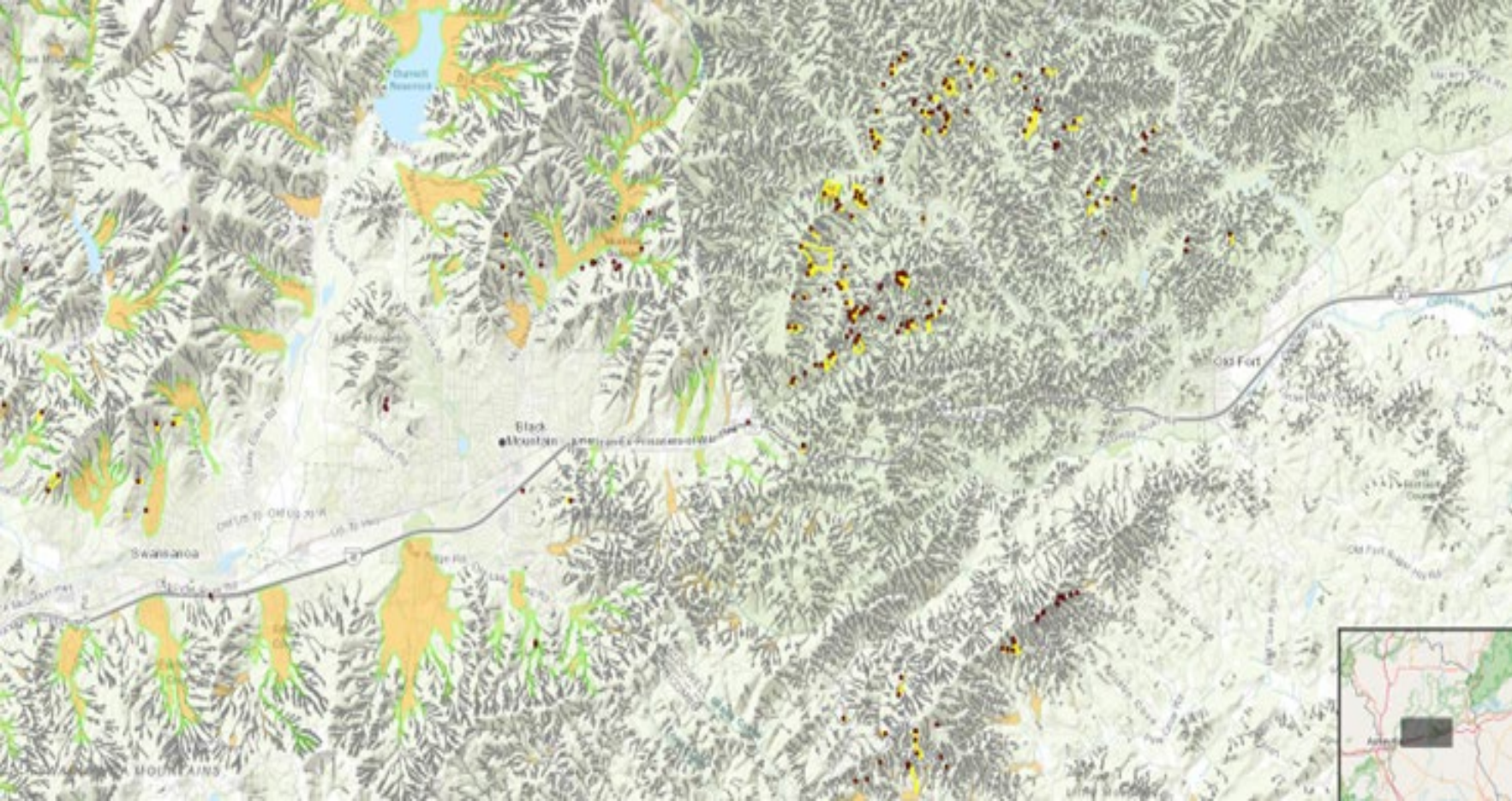
- Improved understanding of landslide debris pathways.
- Entering fire season with 800,000 acres of debris across WNC.
- High wildfire potential per U.S. Forest Service.
- Low staffing and thinning resources are major concerns.





Hurricane Helenes Path

Landslide Data Black Mountain



Response and Call Statistics

- Total Calls for Service: 3001
- Fire Calls: 85 incidents involving a combustible material
- Rescue/EMS Calls: 1176
- MVC: 84
- Various Call Types (fire alarm, public assistance, etc.) : 1656
- Mutual Aid Provided/Received: 93/141
- Average Response Time: (Turnout 1:55) (Dispatch to Arrival 7:55)
 - Benchmark is 6 minutes

Training and Accomplishments

Total Staff Training Hours: 6375

Certifications Earned:

- Advanced Fire Certifications
 - CFI
 - Water Rescue
 - Technical rescue
 - Advanced EMT (former Intermediate)
 - Inspector
 - Public Education
 - Advanced Leadership schools
 - Instructor School
 - Company and Executive Fire Officer Designations
- Higher Education
 - Associates degree
 - Bachelor Degree
 - Masters Degree
 - (1) Currently working on a PhD

Succession planning is an investment in public safety. When we prepare future leaders today to ensure that the citizens we serve will always be protected by experienced, capable, and confident professionals; no matter who wears the badge tomorrow.



Fire and Life Safety Division Fire Marshal's Office



- Increased inspections and education programs.
- Collaboration with schools, businesses, and community groups.
- Focused on proactive prevention and community risk reduction.
- Projected to become nationally credentialled by the end of 2025.
- Certified NFA N0777 - Comprehensive Fatal Fire Investigations.
- *North Carolina* Insurance Crime Information Exchange
 - President and Vice President of the Mountain Region Board
- Nominated for Western Director of the North Carolina Fire Marshal's Association



Black Mountain Community Connect

Together, Building a Safer Community Through Prevention
Preparedness & Response

CREATE YOUR HOUSEHOLD LIFE SAFETY PROFILE TODAY





Looking Ahead



Expand CERT participation and training.



Strengthen interagency coordination and communication.



Prioritize apparatus replacement, technology upgrades, and staff development.



Commitment to excellence and resilience.

Why a Ladder Truck is Needed

The NC Office of State Fire Marshal (OSFM) and ISO rating systems assess departments based on community risk.

OSFM criteria: Districts with ≥ 5 buildings over 3 stories or 35 feet typically require an aerial apparatus.

Ladder trucks are essential for:

- Multi-story rescues and roof ventilation
- Fire suppression in elevated or hillside structures
- Access to confined or difficult terrain common in Black Mountain

Without a ladder truck, ISO ratings decline — raising insurance premiums for homes and businesses.









Risk, Readiness, and Fiscal Impact

- Risk profile:
 - 17+ multi-story structures and expanding downtown development.
 - Tourism growth and new assisted-living facilities increase vertical hazards.
- Current mutual aid adds 15–20 minutes for aerial response from neighboring departments.
- Lack of local aerial capability limits ISO credit in Fire Flow, Equipment, and Water Supply categories.
- Insurance Impact: Townwide premiums estimated 3–8% higher without compliant aerial coverage.
- Recommendation: Begin capital planning for ladder truck acquisition to meet OSFM/ISO standards, enhance safety, and control insurance costs.

Closing

Thank You, Mayor and Council.

Your continued support enables us to protect and serve the citizens of Black Mountain with professionalism, compassion, and courage.



**TOWN OF BLACK MOUNTAIN
AGENDA ITEM SUMMARY**

SUBMITTER: Laurel Mabery, Accountant **MEETING DATE:** October 13, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Monthly Tax Collector Reports

SUGGESTED MOTION(S):

Approve the tax collections reports as presented.

SUMMARY:

The July & August Monthly Tax Collector Reports are attached.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Monthly Council Report - July 2025
2. Monthly Council Report - August 2025



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, October 13, 2025

SUBJECT: July 2025 Tax Collector Report

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

CURRENT YEAR TAX -ADVALOREM TAXES

Billed	\$ 5,412,410.04
Collected	\$ 45,682.91
Adjustments and Releases	\$ 5,967.83
Outstanding real and personal property taxes	<u><u>\$ 5,372,694.96</u></u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 0.84%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 5,466.87
Adjustments and Releases	\$ -

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

Ad Valorem	\$ 47.03
Motor Vehicle	\$ 314.77



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, October 13, 2025

SUBJECT: August 2025 Tax Collector Report

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

CURRENT YEAR TAX -ADVALOREM TAXES

Billed	\$ 5,412,410.04
Collected	\$ 326,302.71
Adjustments and Releases	\$ 5,708.06
Outstanding real and personal property taxes	\$ 5,091,815.39

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 6.02%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 2,318.56
Adjustments and Releases	\$ -

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

Ad Valorem	\$ 4,235.39
Motor Vehicle	\$ 270.38



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: October 13, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Resolution to Apply for Community Development Block Grant - Neighborhood Revitalization (CDBG-NR) Program

SUGGESTED MOTION(S):

I move that we approve the resolution to apply for the Community Development Block Grant — Neighborhood Revitalization Program.

SUMMARY:

The Town would like to apply for funding through the Community Development Block Grant — Neighborhood Revitalization Program. There are waivers for FEMA declared disaster areas from Hurricane Helene. The grant has no matching fund requirement.

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_10_13_RESOLUTION_CDBG-NR

RESOLUTION

RESOLUTION TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM

WHEREAS, the Community Development Block Grant (CDBG) program was created in 1974; and

WHEREAS, the CDBG-NR Program will offer a non-entitled municipality the opportunity to tailor a project to meet the housing and community development needs specific and most critical to their locality; and

WHEREAS, North Carolina received \$44,784,790.00 in CDBG funds for 2024, and of this amount approximately \$12.28 million will be made available for the 2025 CDBG-NR Program; and

WHEREAS, the CDBG-NR Program will support three livability principles that help guide sustainability and resiliency; and

WHEREAS, CDBG-NR Program projects must incorporate at least one of the following three livability principles as an area of focus:

- Promote equitable, affordable housing;
- Support existing communities;
- Value communities and neighborhoods; and

WHEREAS, all project activities must meet at least one of three national objectives:

- Benefit low-and-moderate income (LMI) persons;
- Prevent or eliminate slums or blight;
- Meet other community development needs that are deemed to be urgent because of existing conditions that pose a serious and immediate threat to the health and welfare of the community; and

WHEREAS, FEMA declared disaster counties from Hurricane Helene are eligible to submit for funding using two waivers: CDBG-New Housing Construction and CDBG-Suspension of Public Services Cap; and

WHEREAS, the maximum grant amount is \$5 million per grantee for FEMA declared Hurricane Helene disaster areas; and

WHEREAS, there are no matching fund requirements; however, leverage is encouraged; and

WHEREAS, the Town of Black Mountain seeks to apply for the 2025 CDBG-NR Program.

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council bless staff to apply for the 2025 CDBG-NR Program.

I move and adopt the foregoing resolution:

Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 13th day of October 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Josh M. Harrold, Town Manager



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director **MEETING DATE:** October 13, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Planning & Development Services

TITLE OF ITEM: Resolution to Apply for the Golden LEAF Foundation Open Grants Program

SUGGESTED MOTION(S):

I move that we approve the resolution to apply for the Golden LEAF Foundation Open Grants Program.

SUMMARY:

The Town would like to apply for funding through the Open Grants Program through the Golden LEAF Foundation. The maximum amount awarded is \$500,000. There are no matching funds for the identification phase; however, there may be a 15% match requirement during the due diligence phase.

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_10_13_RESOLUTION_GOLDEN_LEAF

RESOLUTION #

RESOLUTION TO APPLY FOR THE GOLDEN LEAF FOUNDATION OPEN GRANTS PROGRAM

WHEREAS, the Golden LEAF Foundation was created in 1999; and

WHEREAS, the Open Grants Program allows governmental entities to apply for Golden LEAF funding throughout the year; and

WHEREAS, the Golden LEAF Foundation is committed to using funds entrusted to it for projects that show the most potential for strengthening North Carolina’s economy; and

WHEREAS, awards in the Open Grants Program are \$500,000 or less; and

WHEREAS, the Golden LEAF Foundation has four priority areas:

- Job Creation and Economic Investment;
- Workforce Preparedness;
- Agriculture;
- Community Competitiveness and Capacity; and

WHEREAS, the Golden LEAF Foundation has budgeted \$8 million for the Open Grants Program; and

WHEREAS, there may be a 15% match during the Due Diligence and Development Phase; and

WHEREAS, the Town of Black Mountain seeks to apply for the 2025 CDBG-NR Program.

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council bless staff to apply for the 2025 Golden LEAF Foundation Open Grants Program.

I move and adopt the foregoing resolution:

Council Member

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this 13th day of October 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Josh M. Harrold, Town Manager



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jamey Matthews, Public Works Director **MEETING DATE:** October 13, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Public Works

TITLE OF ITEM: Resolution Declaring Certain Property Surplus and Authorizing Private Sale per N.C.G.S. 160a-266(c)

SUGGESTED MOTION(S):

I move that Council approve the Resolution Declaring Certain Property Surplus and Authorizing Private Sale as presented.

SUMMARY:

The Public Works Department is requesting Council approve disposal of a group of items which were recovered from floodwaters caused by Hurricane Helene. The items are unusable and have been deemed as salvage by the town's insurance company. The Department has no use for the items and is requesting to dispose of them as scrap metal. Any proceeds will be returned to the Town's general fund. The Public Works Director contacted local scrapyards and the sale price quoted was \$6.00 per 100 lbs of scrap.

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. 25-10-13_SurplusPropertyDisposal-Sale
2. AttachmentA
3. R-19-15_Surplus_Property

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING PRIVATE SALE
NCGS 160a-266(c)**

WHEREAS, the Town of Black Mountain Public Works Department was adversely impacted by flooding caused by Hurricane Helene on September 27th, 2024, which resulted in significant equipment losses; and

WHEREAS, the Town of Black Mountain desires to dispose of certain surplus property as authorized in Resolution R-19-15; and

WHEREAS, the Town Public Works Department has recovered the following group of items from floodwaters at their facility; and

WHEREAS, the Town’s insurance company has deemed the following items as salvage, and the Town has recovered some insurance proceeds from the following group of items; and

WHEREAS, the Town believes the following group of items have a total scrap/salvage value of less than \$30,000.00; and

WHEREAS, the Public Works Director wishes to privately sale the scrap/salvage items to the highest paying salvage yard. (Current price is approximately \$6.00 per 100 lbs.)

NOW THEREFORE, BE IT RESOLVED THAT

- Section 1. The property described in Exhibit A is hereby declared surplus to the needs of the Town.
- Section 2. Said surplus property be approved for sale to a metal salvaging company for scrap metal at fair market value.
- Section 3. The Town Public Works Director is authorized to conduct removal and disposition of the salvaged items.
- Section 4. Upon conclusion of the sale, the Public Works Director shall provide proof of sale (scale tickets) and funds to the Town Finance Department.

READ, APPROVED AND ADOPTED this 13th day of October 2025.

ATTEST:

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



Town of Black Mountain

160 Midland Avenue • Black Mountain, North Carolina 28711
Phone (828) 419-9300 • Fax (828) 669-4204 • TDD 800-735-2962
www.townofblackmountain.org

Salvage Items from Hurricane Helene

- Briggs and Stratton push mower
- Hobart Stickmate 205ac welder
- Bostitch air compressor
- 2400 psi Ex-Cell pressure washer
- (2) Scag Turf Tiger zero turn mowers
- Toro Zero turn mower without engine
- Snap-On mig welder 120 Volt
- Air Hammer

- (2) Toro stand up mowers
- North Star Skid Sprayer
- Delco Pressure washer
- North Star air compressor
- Shop Fan

- Power Horse generator
- Battery Charger
- Husqvarna 261 Chainsaw
- ICS pipe chain saw
- Stihl 351 Chain saw
- Stihl 361 Chain saw
- (2) Husqvarna backpack blowers
- Honda trash pump
- Lincoln Arc Welder
- Honda Generator
- Husqvarna K770 Chop saw
- Prime equipment vibrating plate
- (10) weed eaters
- Honda paint machine (Street Striper)

- (2) Alpha couplings
 - (1) six-inch band
 - Sidearm Tractor
 - Leaf machine
 - Rol-mol asphalt packer
 - Great Dane zero turn
 - John Deere Gator
 - Scrape Blade for skid steer
 - (3) Snowplows
 - Ford 2000 tractor
 - Grapples for skid steer
 - Truck Hitch salt spreader
 - Curb machine
 - Concrete mixer
 - Briggs and Stratton mud pump
-
- Honda mud pump
 - Coleman Generator
 - Briggs push mower
 - Target Asphalt saw
 - Briggs leaf sucker
 - North Star pressure washer
-
- John Deere Street Broom
 - Kubota snow blower
 - Cultivator for tractor

The items listed were under water during Hurricane Helene and deemed salvage. These items will be sold for scrap metal and funds will be returned to the Town general fund. If you have any questions, please let me know.



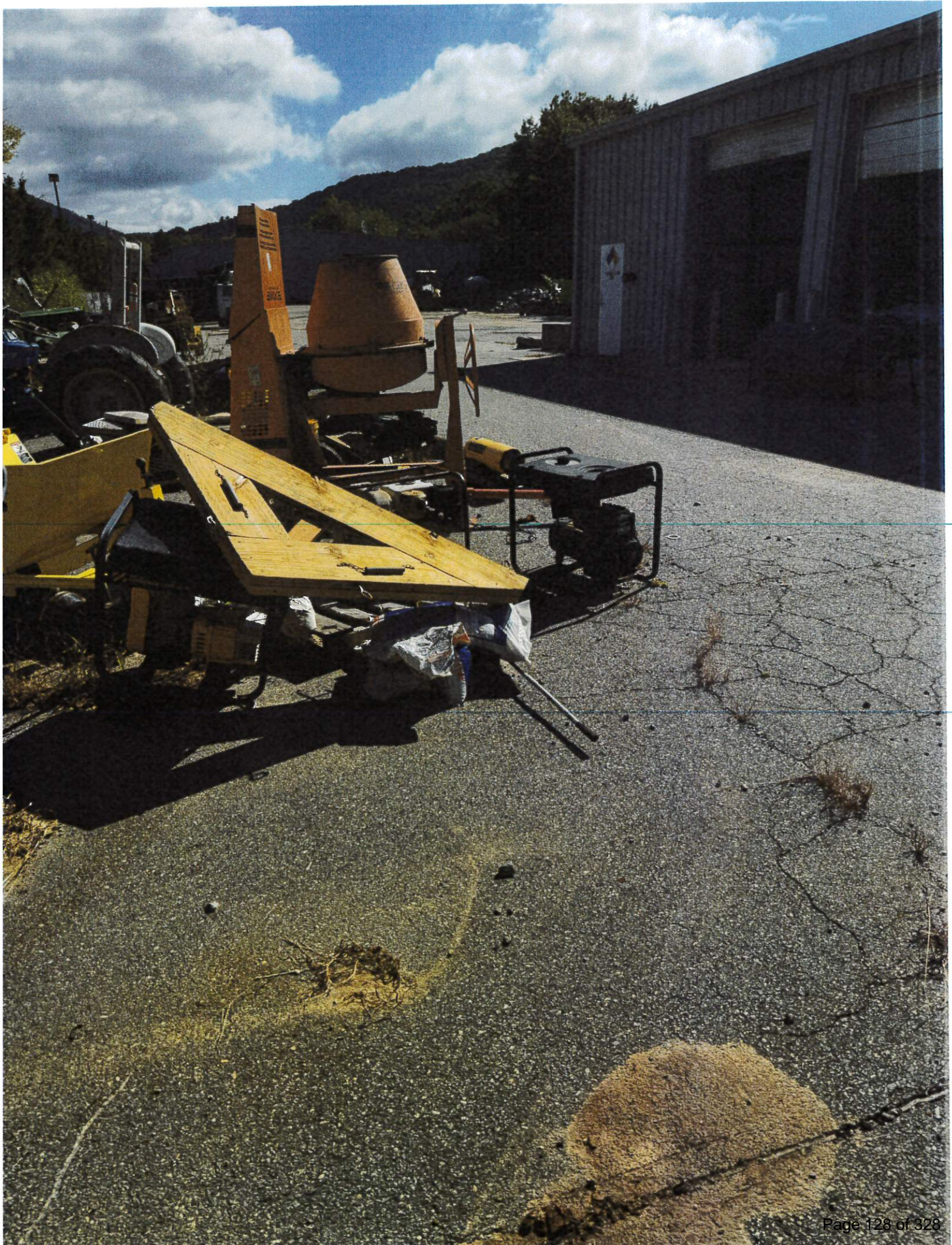








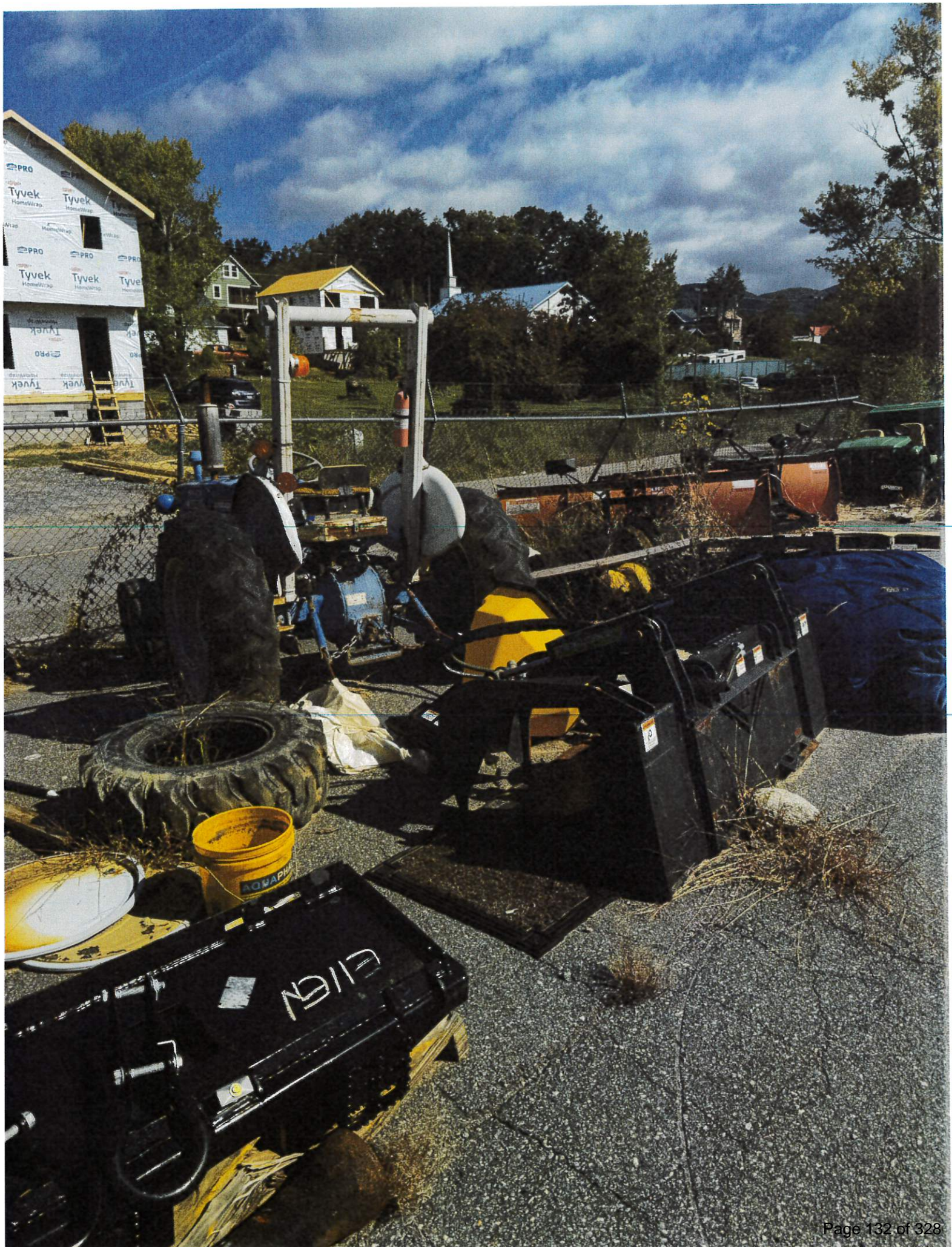




















RESOLUTION #R-19-15

RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF BLACK MOUNTAIN PRESCRIBING PROCEDURES FOR DISPOSAL OF SURPLUS PERSONAL PROPERTY VALUED AT LESS THAN \$30,000.00

WHEREAS, the Town of Black Mountain, from time to time has personal property which is no longer needed or required;; and

WHEREAS, North Carolina General Statute 160A-266 authorizes cities to adopt procedures for the disposal or exchange of personal property valued at less than \$30,000 for any one item or group of items; and,

WHEREAS, North Carolina General Statute 160A-270 provides that the governing board may conduct electronic auctions of the government's personal property by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services (such as GovDeals); and

WHEREAS, the Board of Aldermen desires to adopt procedures for the disposal and exchange of surplus personal property valued at less than \$30,000 for any one item or group of items, including but not limited to disposal and exchange by electronic means;

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the Town of Black Mountain:

Section 1. Property That Can be Disposed of Under this Resolution. The Finance Officer is hereby authorized to declare surplus and dispose of any personal property owned by the Town of Black Mountain when, in his or her judgment, each of the following three criteria are met:

- a) the item or group of items to be disposed of has a fair market value of less than thirty thousand dollars (\$30,000.00);
- b) the property is no longer necessary for the conduct of Town business; and,
- c) sound property management principles and financial considerations indicate that the interests of the Town of Black Mountain would be best served by disposing of the property.

Personal property that, in the judgment of the Finance Officer, meets these three criteria is referred to in this Resolution as "Surplus Property."

Section 2. Methods of Disposition. The Finance Officer may dispose of Surplus Property by any means which he or she judges reasonably calculated to secure for the Town the fair market value in money or other consideration and to accomplish the disposal efficiently and economically, including but not limited to the methods of sale provided in Article 12 of North Carolina General Statutes, Chapter 160A-266 and 160A-270. Such sale may be public or private, and with or without notice and minimum waiting period.

Section 3. Sale by Electronic Auction. As one of several means of disposing of Surplus Property, the Finance Officer is specifically authorized to dispose of Surplus Property by

electronic means. The Finance Officer is authorized to establish procedures for disposing of Surplus Property by electronic means, and is further authorized to use existing public or private electronic auction services to dispose of Surplus Property. Notwithstanding the requirements of North Carolina General Statute 160A-270, the Town shall not be required to provide advance notice of such Surplus Property disposal.

Section 4. **Terms of Disposition.** The Surplus Property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the Town of Black Mountain if greater value may be obtained in that manner, and the Finance Officer is hereby authorized to execute and deliver any applicable title documents necessary or appropriate to consummate such sale. If no offers are received within a reasonable time, the Finance Officer may retain the property for the Town, obtain any reasonably available salvage value, or cause it to be disposed of as waste material. No Surplus Property may be donated except by resolution of the Board of Aldermen.

Section 5. **Records and Reports.** The Town's Finance Department shall keep a record of all property sold under the authority of this Resolution and that record shall describe the property sold or exchanged, to whom it was sold, or with whom it was exchanged, and the amount of money or other consideration received for each sale or exchange. This record shall be reported to the Board of Aldermen on a semiannual basis. One report will be due each February 1, summarizing sales from the preceding July 1 through December 31, and the other report will be due each August 1, summarizing sales from the preceding January 1 through June 30.

Section 6: **Delegation.** The Finance Officer is authorized to delegate any or all of the authority granted or responsibilities assigned under this Resolution to other Town employees.

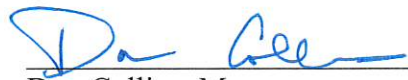
Section 7. This Resolution is adopted pursuant to the provisions of North Carolina General Statutes 160A-266 and 160A-270.

Section 8. This Resolution shall become effective upon adoption.

I move the adoption of the foregoing Resolution:


Alderman

READ, APPROVED AND ADOPTED by a vote of 4 to 0 this the ___ day of June, 2019.


Don Collins, Mayor


Angela Reece, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** October 13, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Memorandum of Agreement with NC League of Municipalities (NCLM) for Disaster Recovery Services

SUGGESTED MOTION(S):

Motion to approve the Disaster Recovery Memorandum of Agreement Resolution with NCLM as presented.

SUMMARY:

The amount of work required for our recovery is becoming unmanageable with our current staffing. The town needs more assistance to work through the numerous funding sources, FEMA requirements, and accounting of monies spent on multiple projects. The NCLM agrees to help the town through a memorandum of agreement for services with ICF for disaster recovery. The total amount is not to exceed \$20,000.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Paid for by NCLM.

If no, describe how it will be funded. MOA with NCLM for services.

ATTACHMENTS:

1. NCLM_Black Mountain Disaster Recovery MOA
2. NCLM_Black Mountain Disaster Recovery Resolution

MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Black Mountain (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

2. Grant Awarded to the NC League of Municipalities.

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (Recovery Technical Assistance). The OSBM Grants are the source of funding for this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.
- b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

5. Additional Services.

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor’s receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services; Fees; Prior Approval.

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Invoices for Contractor Services shall be submitted to DRinvoices@NCLM.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

Article IV. Compliance with Grant Agreements and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

- 1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.
- 4) If eligible, the Municipality shall:
 - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
 - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

2. Conflicts of Interest; Gifts & Favors.

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

4. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law.

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify.

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League’s knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act.

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. Companies Boycotting Israel Divestment Act.

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF BLACK MOUNTAIN**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. Grant Management Support

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

2. Assistance, Instruction, and Mentorship (AIM)

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

3. Cyber Security Assessment

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

4. Finance Evaluation

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

5. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

Exhibit B

Contractor Services

ICF Incorporated, L.L.C. (ICF) will provide in person support to the Town of Black Mountain (Town) to reconcile financial costs related to Hurricane Helene. The Town of Black Mountain has approximately 34 federal projects for which contracts have been entered, costs have been incurred, invoices received and paid. All federal projects will require alignment with the Town's owned assets. ICF will provide the Town with a spreadsheet, aligning costs to its assets and organizing documentation to support financial reconciliation. Unless otherwise instructed in writing, ICF will direct invoices via email to DRinvoices@NCLM.org. Unless otherwise agreed to in writing between the firm and the League, ICF services invoiced under this Agreement shall not exceed ten thousand dollars (\$20,000).

**RESOLUTION TO APPROVE DISASTER RECOVERY MEMORANDUM OF AGREEMENT
WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES**

WITNESSETH:

WHEREAS, the Disaster Recovery Act of 2024 (SL 2024-51; SL 2024-53) provided the North Carolina League of Municipalities (League) with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through a Grant Agreement (Grant Agreement) with the North Carolina Office of State Budget and Management (OSBM); and

WHEREAS, the Grant Agreement is identified as Contract #44621. Funding from this grant (OSBM Grant) will enable the League, either directly or through third-party consultants, to (i) provide technical assistance to units of local government in applying for federal financial aid; (ii) support planning and permitting assistance; and (iii) build capacity for building and trade inspectors (collectively, Services); and

WHEREAS, municipalities wishing to receive such Services are required to execute a Disaster Recovery Memorandum of Agreement with the League; and

WHEREAS, the Disaster Recovery Memorandum of Agreement is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD/COUNCIL OF THE VILLAGE/TOWN/CITY/TOWN OF BLACK MOUNTAIN:

1. That the Disaster Recovery Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League’s Disaster Recovery Services funded by the OSBM Grant defined herein.

Adopted, this the _____ day of _____, _____

VILLAGE/TOWN/CITY OF BLACK MOUNTAIN

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

Exhibit A

DISASTER RECOVERY MEMORANDUM OF AGREEMENT (MOA).

MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Black Mountain (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

2. Grant Awarded to the NC League of Municipalities.

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (Recovery Technical Assistance). The OSBM Grants are the source of funding for this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.
- b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

5. Additional Services.

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor’s receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services; Fees; Prior Approval.

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Invoices for Contractor Services shall be submitted to DRinvoices@NCLM.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

Article IV. Compliance with Grant Agreements and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

- 1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.
- 4) If eligible, the Municipality shall:
 - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
 - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

2. Conflicts of Interest; Gifts & Favors.

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

4. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

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1. Venue and Jurisdiction.

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2. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. North Carolina Public Records Law.

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. E-Verify.

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League’s knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. Iran Divestment Act.

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

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League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF BLACK MOUNTAIN**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. Grant Management Support

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

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The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

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TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: October 13, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Administration

TITLE OF ITEM: Debris Removal Cooperative Memorandum of Agreement with NC Division of Emergency Management (NCEM)

SUGGESTED MOTION(S):

Motion to approve the Memorandum of Agreement as presented.

SUMMARY:

Tropical Storm Helene caused extensive damage and left behind significant debris across Western North Carolina, including within the Town of Black Mountain. To continue cleanup, the North Carolina Division of Emergency Management (NCEM) has developed a Cooperative Memorandum of Agreement with local governments affected by Helene (FEMA-DR-4827-NC).

Under this agreement, the Town may delegate authority to NCEM to manage debris removal operations. This includes removal of storm debris from Town property, rights-of-way, and other eligible areas.

Execution of this agreement allows NCEM to coordinate and fund debris removal activities on behalf of the Town. The scope of services includes:

- Demolition of storm-damaged buildings on Town property that are deemed ineligible for FEMA Public Assistance (PA).
- Removal of miscellaneous storm debris not picked up under Direct Federal Assistance (DFA).
- Coordination of debris removal from streams, waterways, and other high-impact areas as identified, particularly from major water courses. There will be no public call for additional debris from private property.
- Ensuring compliance with FEMA and State program requirements for reimbursement and oversight.

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. Helene NCEM to LGE Debris Cooperative Agreement MOA
2. Resolution Approving Debris Removal Cooperative MOA with NCEM_TOBM_2025.10.13



Debris Removal Cooperative Memorandum of Agreement between the North Carolina Division of Emergency Management and local government entities affected by Tropical Storm Helene, FEMA-DR-4827-NC.

This Cooperative Memorandum of Agreement is entered into by and between the North Carolina Division of Emergency Management (hereinafter NCEM) and the undersigned county, municipality, or tribal entity (hereinafter referred to as Local Government Entity “LGE” or County) to facilitate expedited assistance with debris removal resulting from Tropical Storm Helene. The entities are referred to collectively as the “Parties.”

I. PURPOSE

- WHEREAS, Tropical Storm Helene caused unprecedented damage and debris in western North Carolina. The accumulated debris creates emergency and urgent conditions that require timely removal to protect health and safety and avert additional risks to the public; and
- WHEREAS, the LGE or counties seek assistance to remove debris due to increased demands for capital and capacity; and
- WHEREAS, N.C. Gen. Stat. § 153A-121(a) delegates to counties the power to abate by ordinance acts, omissions, or conditions that are detrimental to the health, safety, or welfare of their citizens, and
- WHEREAS, N.C. Gen. Stat. § 160A-174 delegates to cities the power to define, prohibit, regulate, or abate by ordinance acts, omissions, or conditions detrimental to the health, safety, or welfare of their citizens; and
- WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1), the Governor and the Secretary of Public Safety delegate powers and duties to NCEM for coordinating the emergency management activities of State agencies, managing the State Emergency Response Team, and overseeing emergency management programs; and
- WHEREAS, the purposes of Chapter 166A, which grants powers and duties to NCEM, are intended to: (1) reduce the vulnerability of the people and property of this State to damage, injury, and loss of life and



property; (2) prepare for the prompt and efficient rescue, care, and treatment of threatened or affected persons; (3) provide for the swift and orderly rehabilitation of individuals and the restoration of property; and (4) ensure the cooperation and coordination of activities related to emergency and disaster mitigation, preparedness, response, and recovery; and

- WHEREAS, N.C. Gen. Stat. § 166A-19.15 designates the governing body of each county as the responsible authority for implementing and coordinating emergency management within each county's geographical limits, including the activities of municipalities; and
- WHEREAS, pursuant to this Agreement, the County or LGE delegates its authority to NCEM as the legally responsible entity for conducting debris removal operations for Tropical Storm Helene within its jurisdiction.

Therefore, the Parties agree and enter into this Cooperative Agreement, which embodies the understandings, commitments, terms, and conditions for NCEM to provide debris removal assistance during FEMA-DR-4827-NC for the undersigned County or LGE in relation to the recovery efforts from Tropical Storm Helene.

II. AUTHORITIES

- The North Carolina Emergency Management Act, as amended, North Carolina General Statutes, Chapter 166A et seq.
- N.C. Gen. Stat. § 153A-121
- N.C. Gen. Stat. § 160A-174
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121 et seq.
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 44 CFR Part 206, Subpart G, Public Assistance Project Administration
- FEMA Public Assistance Program and Policy Guide, June 1, 2020, Version 4

III. DEFINITIONS

“Agreement” means this document, the Debris Removal Memorandum of Cooperative Agreement between the North Carolina Division of Emergency Management and counties or other local government entities.

“Assistance” refers to help with debris removal, including personnel, equipment, facilities, services, supplies, and other resources authorized by relevant federal, state, and local funding sources.

“Authorized Representative” means a Party’s employee who has been authorized in writing by that Party to request, offer, or otherwise establish a cooperative debris removal relationship under the terms of this Agreement. The list of Authorized Representatives for each Party shall be attached to the executed copy of this Agreement.

“County” refers to the political subdivision executing this Agreement, as designated by N.C. Gen. Stat. § 166A-19.15, which serves as the responsible authority for emergency management within its geographical limits and is eligible to receive FEMA funding as a sub-recipient under this Agreement.

“CPDR” means Commercial Property Debris Removal, which refers to the removal of debris from private property.

“Declared Event” refers to Tropical Storm Helene, FEMA-DR-4827-NC.

The “Designated Coordinator” refers to a county emergency management office or an employee of the undersigned county or LGE, assigned by an authorized representative of the County or LGE, who serves as the point of contact for debris removal coordination under this Agreement.

“Disaster Impacted Area” refers to a geographical area designated by FEMA as affected by Tropical Storm Helene.

“Emergency conditions” means conditions caused by Tropical Storm Helene that are assessed to have the potential to jeopardize public health and safety or to heighten the risk of further damage to property, health, and safety if not alleviated.

“Local Government Entity or LGE” refers to a local government entity eligible to be a sub-recipient of FEMA funding under this Agreement, which includes a county, city, town, tribal, or other governmental authority.

“NCEM” The North Carolina Division of Emergency Management is a part of the North Carolina Department of Public Safety.

“Party” NCEM, a local government entity or county that enters into this Debris Removal Memorandum of Cooperative Agreement.

“Parties” refers to NCEM and one or more counties or LGEs that enter into and participate in the Debris Removal Memorandum of Cooperative Agreement.

“PPDR” refers to Private Property Debris Removal.

IV. Procedure for requesting assistance

A. METHOD FOR REQUESTING DISASTER DEBRIS REMOVAL

Any property owner or entity, including counties or LGEs, requesting debris removal under this Agreement should submit their requests through the coordinator designated by their county or LGE. Requests for debris removal should only be made in counties or LGEs located in disaster-impacted areas. The debris to be removed must have resulted from Tropical Storm Helene.

1. County: The coordinator designated by the County should request debris removal under this Agreement from NCEM.
2. LGE, as defined under this Agreement, shall coordinate its request with the County before the designated coordinator submits it to NCEM. The LGE shall provide written confirmation to NCEM that coordination has occurred.

B. REQUIRED INFORMATION

All requests for assistance must include the following information in writing:

- i. *Impacted Area and GPS Coordinates.* Counties or LGEs will provide a general description of the areas, the conditions, and the debris damage they have sustained due to the declared event. NCEM contractors, with input from the County or LGE, will conduct damage assessments that include GPS coordinates of the affected areas for which assistance is requested.
- ii. *Infrastructure Systems:* Identify any affected infrastructure systems.
- iii. *Streams and Waterways.* Identify the affected waterways or streams and obtain the necessary regulatory permits for debris removal from them.
- iv. *Meeting Time and Place.* The County or LGE designated coordinator, along with the local emergency management agency, shall reach an agreement with the designated staff at NCEM regarding a specific time and location for a representative of the County or LGE to meet with NCEM personnel and provide any necessary requirements.
- v. *Signed Cooperative Agreement.* The LGE, or the County's designated coordinator, shall provide a copy of this agreement, signed by the duly authorized official of the County or LGE. The County or LGE agrees to transfer its legal authority for the work to NCEM, which allows NCEM to be reimbursed for all work requested by the County or LGE.

C. STATE AND FEDERAL FUNDING

The undersigned County or LGE agrees to provide NCEM with any documentation needed to request state or federal assistance and grants for funding the debris removal assistance provided.

V. NCEM Assessment of Ability to Render Assistance

When contacted by the LGE or the County’s Designated Coordinator, NCEM’s authorized representative shall complete a written acknowledgment confirming that all elements of the required information or documentation have been received, including this signed agreement. In response to the County’s or the LGE’s request for assistance, NCEM shall provide:

- (i) Dates when assistance is scheduled.
- (ii) A description of the equipment, personnel, resources required, availability, and provision timeline.
- (iii) The estimated time required to fulfill the request.
- (iv) The name and contact details for NCEM’s designated supervisor regarding the request.
- (v) The name and contact number of NCEM’s designated supervisor and authorized representative.

VI. SUPERVISION AND CONTROL

After NCEM designates a supervisor for the requested assistance, the County or LGE will assign a designated coordinator to NCEM’s supervisor to facilitate communication and transfer any necessary documentation. NCEM’s supervisor will have the authority to:

- (i) Establish and assign work schedules; maintain direct oversight and supervision of personnel, equipment, and other resources; and ensure effective communication and upkeep of communication equipment.
- (ii) Keep a daily log of time, material records, and equipment hours.
- (iii) Report work progress to the County or LGE at mutually agreed intervals.
- (iv) Assess the estimated number of personnel, along with the types of equipment, materials, and supplies required to fulfill the request.
- (v) Obtain right-of-entry approvals for debris removal on public and private properties, if applicable.

VII. REIMBURSEMENT

A. NCEM Responsibilities:

- (i) NCEM will act as the primary grantee of federal and state funds for this project while ensuring overall program accountability.

- (ii) NCEM shall ensure compliance with FEMA terms, including reporting, auditing, and administrative requirements per 2 CFR Part 200 et seq.
- (iii) NCEM will provide technical guidance to the county or local government entity (LGE).
- (iv) NCEM will act as the operational lead for the debris removal assistance program.

B. County or LGE Responsibilities:

- (i) The undersigned County or LGE, as a third-party beneficiary of FEMA funds, agrees to ensure that, in coordination with NCEM, federal funds supplement rather than supplant existing state and local funds.
- (ii) The undersigned County or LGE agrees to ensure that the debris removal project requested in this Agreement has not been submitted for any other FEMA-4827-DR-NC Tropical Storm Helene debris removal project.
- (iii) As a third-party beneficiary of FEMA and State funds, the undersigned County or LGE agrees to comply with federal, state, and FEMA requirements that ensure NCEM’s eligibility for and compliance with FEMA funding for debris removal assistance under this Agreement.
- (iv) The undersigned County or LGE agrees to provide all scope or extension requests in writing. All requests must receive prior written approval from NCEM before implementation.

VIII. IMMUNITY

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

IX. AMENDMENTS

This Agreement may be modified at any time with the mutual written consent of both parties.

X. EFFECTIVE DATE

This Agreement shall take effect upon proper execution by the duly authorized official of the County and/or the governing board of the County or a LGE and upon acceptance by the Director of NCEM or his designee.

This Agreement shall remain in effect for the period of performance, _____ through _____, 20____, unless either party provides 30 days' written notice for extension or termination.

XI. SIGNATURES

FOR COUNTY or LGE

NAME OF ELIGIBLE COUNTY/LGE: _____

SIGNATURE OF AUTHORIZED OFFICIAL:

TITLE OF AUTHORIZED OFFICIAL: _____

Date: _____

For the North Carolina Division of Emergency Management (NCEM)

NAME: _____

TITLE: _____

DATE: _____

END OF DOCUMENT

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

**A RESOLUTION APPROVING THE DEBRIS REMOVAL COOPERATIVE
MEMORANDUM OF AGREEMENT BETWEEN THE NORTH CAROLINA DIVISION
OF EMERGENCY MANAGEMENT AND THE TOWN OF BLACK MOUNTAIN
RELATED TO TROPICAL STORM HELENE (FEMA-DR-4827-NC)**

Resolution #: R-25-61

WHEREAS, Tropical Storm Helene caused widespread damage and debris throughout western North Carolina, creating emergency conditions that threaten public health, safety, and welfare; and

WHEREAS, the North Carolina Division of Emergency Management (NCEM) has established a Debris Removal Cooperative Memorandum of Agreement (“Agreement”) to assist local government entities in expediting debris removal operations under FEMA-DR-4827-NC; and

WHEREAS, the Agreement allows NCEM to act as the legally responsible entity for conducting debris removal operations within the jurisdiction of participating local governments, enabling the Town to receive coordinated state and federal debris removal assistance and reimbursement under applicable FEMA programs; and

WHEREAS, the Town of Black Mountain recognizes the need to remove storm-related debris efficiently to protect the community, restore infrastructure, and support recovery efforts following Tropical Storm Helene; and

WHEREAS, the Town of Black Mountain wishes to enter into the Agreement with NCEM to ensure eligibility for federal and state reimbursement and to facilitate coordinated debris removal efforts.

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

1. The Debris Removal Cooperative Memorandum of Agreement between the North Carolina Division of Emergency Management and the Town of Black Mountain related to Tropical Storm Helene (FEMA-DR-4827-NC) is hereby approved and attached hereto.
2. The Town Manager (or designee) is authorized to execute the Agreement and any related documents on behalf of the Town.
3. This Resolution shall be effective upon adoption.

Adopted this 13th day of October 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: October 13, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Administration

TITLE OF ITEM: Resolution to Designate Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes

SUGGESTED MOTION(S):

Motion to approve the Resolution to Designate Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes.

SUMMARY:

The Town wishes to pursue hazard mitigation funding through the North Carolina Division of Emergency Management to strengthen and protect these vital facilities. As part of this funding, the Town of Black Mountain must designate several key municipal buildings as critical facilities for hazard mitigation and grant purposes. These include **Town Hall, Fire Station 2, the Public Safety Building, the Public Works Facility, the Senior Center, and the Pool House**. Each facility plays an essential role in maintaining government operations, emergency response, public safety, and community resilience during disasters.

If in agreement, Town Council will adopt the attached resolution for approval.

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 Designating Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes

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

A Resolution Designating Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes

RESOLUTION #: R-25-58

WHEREAS, the Town of Black Mountain is committed to ensuring the safety, resilience, and continuity of essential services during and after disasters; and

WHEREAS, the grant opportunities requires communities to identify and prioritize critical facilities for the purpose of implementing hazard mitigation measures that reduce future risk; and

WHEREAS, critical facilities are defined as facilities that provide services and functions essential to the health, safety, and well-being of residents, including governmental, emergency, and community support services; and

WHEREAS, the following Town of Black Mountain facilities have been determined to be critical to emergency response, continuity of operations, and community resilience:

1. Town Hall – serves as the seat of municipal government and the center of administrative, financial, and coordination functions.
2. Fire Station 2 – provides essential fire suppression, rescue, and staging functions for disaster response.
3. Public Safety Building (Fire, Police, EMS) – houses multiple first-response agencies that are indispensable to law enforcement, fire protection, and emergency medical response.
4. Public Works Facility – maintains vital infrastructure services, including roads, water, stormwater, and sanitation, necessary for disaster response and recovery.
5. Senior Center – provides services and outreach for vulnerable residents and is designated to serve as a shelter if needed during disaster events.
6. Pool House – served as a Point of Distribution (POD) during Tropical Storm Helene, providing showers, food, water, and sanitation support; it is now formally included in the Town’s emergency response plan as a location for providing information and distributing supplies to residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the above-listed facilities are hereby designated as critical facilities for purposes of hazard mitigation planning and grant applications; and

BE IT FURTHER RESOLVED that the Town Manager, or their designee, is authorized to

submit such designations to the North Carolina Division of Emergency Management and to pursue hazard mitigation funding opportunities to reduce risk and increase resilience of these facilities.

Adopted this the 13th day of October 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:** October 13, 2025

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

TITLE OF ITEM: Resolution Approving a Master Services Agreement between Kimley-Horn & Associates, Inc. and Town for Continuing Professional Services (Veterans Park Ped. Crossings)

SUGGESTED MOTION(S):

Motion to approve the resolution which approves the Master Services Agreement between Kimley-Horn & Associates and the Town for the projects specified.

SUMMARY:

Project Understanding

The Town intends to contract with Kimley-Horn to conduct a feasibility study to assess the damage and develop a preferred method of repair for the following four structures located near Veterans Park:

- The pedestrian bridge crossing the Swannanoa River downstream of I-40
- The pedestrian crossing through the culvert under I-40

This scope of work will also include evaluation of repairs to the greenway connections to these structures. The preferred method of repair will incorporate a proposed greenway alignment that reconnects the Park with the existing greenway or terminates at logical endpoints.

At least one recommended repair approach will be provided for each structure. If needed, up to two alternatives per structure (four total) may be developed to support the evaluation and selection of a preferred method. The preferred option will be determined based on hydraulic modeling, cost estimates, constructability, regulatory requirements, and overall feasibility.

Once the method(s) of repair are recommended and the Client selects a preferred option, Kimley-Horn will submit a contract amendment for the design, preparation of construction documents, permitting of the preferred project, and construction phase services.

This scope of services includes a drone-based LiDAR survey for the feasibility study. The final

design scope of work will include a full topographic survey with underground utilities, a digital terrain model (DTM), breaklines, and manually verified surface features.

Attached with this item includes the Master Services Agreement document and the Individual Project Order Number 01 document which details the project & scope of work. Council should review the attached documents and will consider approval of a resolution that approves the project as presented.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

- 1. Black Mountain MSA _Kimley-Horn_Proj Order_I40_GW Bridge
- 2. Black Mountain Individual Project Order_Kimley Horn
- 3. Resolution Approving Agreement with Kimley Horn for Contin Prof Svcs_2025.10.13

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 07 day of October, 2025, by and between the Town of Black Mountain ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby the Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Consultant, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("Services"). Any services that are not set forth in the scope of Services described in an IPO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
 - b) The Client will remit all payments electronically to:
 - Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - c) The Client will send the project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership

of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any

warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) Construction Phase Services.
 - a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in

writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

21) Federally Required Terms and Conditions – Hurricane Helene.

TOWN OF BLACK MOUNTAIN

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Federal Applicability:

The Town anticipates that this Contract may be financed in whole or in part with Federal and or State funding. As such, applicable Federal and State laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal and/or State requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal and/or State Government determines otherwise. This Section identifies the Federal and State requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

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

This Contract may be financed, in whole or in part, by funding provided by federal programs **including, but not limited to**, the Federal Emergency Management Agency (FEMA), the Department of Housing and Urban Development, (HUD), or the Department of Transportation (DOT). Contractor shall at all times comply with all applicable federal regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

REMEDIES:

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

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

TERMINATION FOR CAUSE OR CONVENIENCE:

For purposes of clarity, it is expressly noted that, if the contractor fails to fulfill its obligations under The

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

Contract, or otherwise breaches the terms of The Contract, the Town shall be entitled to terminate The Contract by giving written notice to the contractor and specifying the effective date thereof. In such an event, the Town shall have the right to pursue any of the additional remedies listed in the preceding section of these Terms and Conditions.

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

CONTRACT CHANGES:

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

NONDISCRIMINATION

Equal Employment Opportunity

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, Town that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will comply with Section 504 of the Rehabilitation Act of 1973, as amended. The contractor will furnish all information and reports required by Executive Order 11246 of September

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

(1) 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(3) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (9) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the Town to enter into such litigation to protect the interests of the Town. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a Town or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceeding.

Age

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

Sex

The Contractor agrees to comply with all applicable requirements of Title IX of the Education

Amendments of 1972, as amended, 20 USC 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Educational Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, that prohibit discrimination on the basis of sex.

Disabilities

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

Access to Services for Persons with Limited English Proficiency

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

Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections

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

Other Nondiscrimination Laws

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

Inclusion in Subcontracts

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

COMPLIANCE WITH THE DAVIS-BACON ACT- CONSTRUCTION

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

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

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the Town of Black Mountain will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town of Black Mountain and understands and agrees that the Town of Black Mountain will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

ENERGY CONSERVATION

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq. This requirement extends to all third-party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

ACCESS TO RECORDS AND RECORD RETENTION

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

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records.
 - a. The Contractor agrees to provide sufficient access to applicable Federal and/or State Agency and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
 - b. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 USC 5325(g) and 2 CFR 200.336.

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c. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the applicable Federal Agency Secretary, Director, or Administrator or their authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

d. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Access to the Sites of Performance. The Contractor agrees to permit applicable Federal and/or State Agency and its contractors access to the sites of performance under this contract as reasonably may be required.

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

FEDERAL OR STATE SEAL, LOGO, AND FLAGS

The contractor shall not use any Federal or State Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal or State agency officials without specific agency pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL OR STATE GOVERNMENT

Neither the Federal nor the State Government is a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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concrete; glass, including optical fiber; and lumber.

CONFLICT OF INTEREST

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Town of Black Mountain promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Disadvantaged Business Enterprises, as defined in 2 CFR § 200.321, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor agrees to solicit small and minority business and women’s business enterprises whenever they are potential sources. When economically feasible, the Contractor agrees to divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises. Where the requirement permits, the Contractor agrees to establish delivery schedules which encourage participation by small and minority businesses and women’s business enterprises. As appropriate, the Contractor agrees to use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 2 CFR 200.216 (b) and (c), Public Law 115-232, and FEMA Policy #405-143-1, “Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services” .

(b) Prohibitions.

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

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

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

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

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

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

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

(d) Reporting requirement.

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

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

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

BUY AMERICA

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

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

HUAWEI./ ZTB Ban

CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115–232 and § 200.471.

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

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

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

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

[SEAL]

CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Date _____

Printed Name and Title of Contractor's Authorized Official State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

[SEAL]

ATTACHMENT A – FEDERALLY REQUIRED TERMS AND CONDITIONS – HURRICANE HELENE

BABAA CERTIFICATION OF COMPLIANCE

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

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

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

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

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

Signature of Contractor’s Authorized Official Date _____

Printed Name and Title of Contractor’s Authorized Official

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20__ .

Notary Public _____

My Appointment Expires _____

[SEAL]

INDIVIDUAL PROJECT ORDER NUMBER 01

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The Town of Black Mountain (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated 10/07/2025, which is incorporated herein by reference.

Identification of Project:

Project Name: Veteran's Park Structures
KH Project Manager: Alex McIntyre
Project Number:016490004

Project Understanding

We understand that the Town intends to contract with Kimley-Horn to conduct a feasibility study to assess the damage and develop a preferred method of repair for the following four structures located near Veterans Park:

- The pedestrian bridge crossing the Swannanoa River downstream of I-40
- The pedestrian crossing through the culvert under I-40

This scope of work will also include evaluation of repairs to the greenway connections to these structures. The preferred method of repair will incorporate a proposed greenway alignment the reconnects the Park with the existing greenway or terminates at logical endpoints.

At least one recommended repair approach will be provided for each structure. If needed, up to two alternatives per structure (four total) may be developed to support the evaluation and selection of a preferred method. The preferred option will be determined based on hydraulic modeling, cost estimates, constructability, regulatory requirements, and overall feasibility.

Once the method(s) of repair are recommended and the Client selects a preferred option, Kimley-Horn will submit a contract amendment for the design, preparation of construction documents, permitting of the preferred project, and construction phase services.

This scope of services includes a drone-based LiDAR survey for the feasibility study. The final design scope of work will include a full topographic survey with underground utilities, a digital terrain model (DTM), breaklines, and manually verified surface features.

We understand that Jennings Environmental is under contract for the stream bank repair for the Swannanoa River, and it will be necessary to coordinate them during the hydraulic analysis task.

The damage is understood to have resulted from Hurricane Helene, and the Town plans to seek reimbursement for the repairs through the Federal Emergency Management Agency's Public Assistance (FEMA-PA) program.

Specific scope of basic Services:

Task 1 – Project Management/Meetings

- Kimley-Horn will develop one (1) project schedule with major milestones.
- Up to two (2) members of Kimley-Horn staff will organize and attend up to one (1) one-hour long virtual project kick-off meeting with the Town to coordinate efforts and to identify key Project team members.
- Kimley-Horn will submit monthly project progress reports as well as any electronic files of project presentation slides to the Town. Up to 10 progress reports (including the final invoice) are anticipated.
- Up to two (2) members of Kimley-Horn staff will organize and attend up to four (4) one-hour long virtual project status meetings with Town and FEMA.

Task 2 – Survey (Spatial Data Consultants)

Kimley-Horn will use a subconsultant, Spatial Data Consultants, to provide professional survey services. The subconsultant's scope of services is specifically noted below.

GPS GROUND CONTROL

Targeting and GPS ground control survey for a minimum of four (4) ground control stations and one (1) base station will be accomplished using appropriate techniques to provide horizontal and vertical control. This control will be in accordance with the configuration on the attached project flight and control point diagram and will be furnished by Spatial Data Consultants, Inc. (SDC). The ground control datum will be North Carolina State Plane grid coordinates, NAD83 (2011) horizontal and NAVD88 (Geoid 18) vertical, US Survey Feet.

DIGITAL AIRBORNE IMAGERY

Digital aerial imagery will be obtained with an unmanned airborne system (UAS) consisting of a GEOCUE TrueView 660 3D Imaging System and Inspired Flight 1200A Hexacopter, unmanned aircraft vehicle (UAV). Upon notice to proceed and weather permitting, color (RGB) aerial imagery will be flown of the site at approximately 197' (60 meters) above mean ground level (AMGL), resulting in an approximate ground sampling distance of 1.8 centimeters (0.06'). Upon completion of the UAS mission, the digital airborne imagery will be reviewed prior to leaving the site to confirm flight tracking and coverage are correct.

The project flight and control point diagram provided with this proposal is considered preliminary. Flight line orientation relative to the project area of interest or ground control locations may change once the project area of interest has been assessed for UAS feasibility. SDC operates in complete compliance with all FAA and DOT Aviation Division regulations for commercial UAS operations.

DIGITAL AERO-TRIANGULATION

Fully analytical aero-triangulation will be performed to both verify the existing ground control and extend the ground control network and process absolute orientation for final exterior orientation (EO) and stereo-imagery. This task will be accomplished utilizing Agisoft Metashape Professional software.

LiDAR ACQUISITION

Quality Level-0 (QL0) LiDAR point cloud data will be obtained with a GEOCUE TrueView 660 3D Imaging System and Inspired Flight 1200A Hexacopter UAV. The LiDAR point cloud data will be collected at approximately two hundred (200) points per square meter (ppsm), simultaneously with the digital airborne imagery referenced above at approximately 197' (60 meters) AMGL. The unadjusted laser point cloud data will be reviewed in the field prior to leaving the site to ensure flight tracking and coverage are correct.

LiDAR POST PROCESSING

Trajectory data from the Trimble-Applanix APX-20 UAV IMU will be processed using Applanix POSPac UAV software. The laser point cloud data will be fully calibrated, georeferenced, and adjusted to the project specific ground control using Microdrones mdLiDAR and Terrasolid post processing software. The final adjusted laser point cloud will be colorized utilizing Global Mapper software.

DIGITAL MAPPING

Digital terrain model (DTM), planimetric and topographic mapping for the area indicated the attached flight and control point diagram, approximately six (6) acres, will be captured at a horizontal scale of one-inch equals fifty feet (1" =50') with one-foot (1') contours. This digital mapping will be produced utilizing our DATEM Summit Evolution Pro Softcopy Workstations. All visible planimetric features appropriate for this scale of mapping will be captured.

OBSCURE AREA – SUPPLEMENTAL FIELD SURVEY

Areas within the survey limits obscured by vegetation, shadows, view angle or any other natural condition will be left void of mapping unless the LiDAR point cloud density in such areas is sufficient to model the ground surface and meet the required contour vertical accuracy.

SDC will observe, annotate, and incorporate culvert size, material, and invert elevations with photogrammetric data prior to final delivery.

DIGITAL ORTHOIMAGE

A color (RGB) digital orthoimage of the area indicated on the attached flight and control point diagram will be produced at 0.1-foot pixel resolution. This digital orthoimage will be processed using Agisoft Metashape Professional and Adobe Photoshop software. The final composite orthoimage will include full exploitation image coverage in TIFF and MrSID image formats.

STANDARDS OF ACCURACY

Digital mapping will conform to American Society of Photogrammetry and Remote Sensing (ASPRS), Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0, dated November, 2014) and Federal Geographic Data Committee (FGDC) Geospatial Positioning Accuracy Standards.

In addition, all digital mapping compiled under this scope will comply with North Carolina Administrative Code 56.1606 (21 NCAC 56.1606), Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne and Spaceborne Surveys.

Kimley-Horn will conduct one (1) two (2) hour site visit to verify the survey. Up to two (2) members of Kimley-Horn staff will attend the survey verification field walk.

Task 3 – Hydraulic Assessment

Kimley-Horn understands Jennings Environmental (“Jennings”) is responsible for the stream bank repair within the project area. Kimley-Horn will coordinate with Jennings to obtain and utilize the most current hydraulic models and stream restoration plans. Up to two (2) members of Kimley-Horn staff will organize and attend up to two (2) one-hour long virtual coordination meetings with Jennings.

This task will involve a feasibility-level evaluation of potential repair approaches for the pedestrian bridge, stream configuration, and greenway crossing through the I-40 culvert.

Kimley-Horn will obtain mapping, existing flood studies, and hydraulic models for the study area, including those provided by Jennings Environmental and the NC Floodplain Mapping Program. A field visit will be conducted to verify site conditions and collect supplemental data as needed.

Kimley-Horn will acquire hydraulic models that are publicly available from the NC Floodplain Mapping Program. The modeling effort will include a duplicate effective, corrected effective, and proposed condition model run(s) for up to two (2) potential repair approaches for each of the two (2) structures, totaling four (4) potential repair approaches. These models will not be submitted to FEMA for review or permitting during this task. It is assumed that no modifications will be made to the effective hydrology and that no routing will be performed for the proposed improvements. Up to two (2) iterations of the proposed conditions will be analyzed for this task.

Kimley-Horn will analyze the effects of bridge placement, stream restoration, and I-40 culvert crossing on floodplain encroachment, stormwater discharge, and erosion control. Sensitive areas and permitting requirements will be identified.

Task 4 – Structural Damage Assessment

Kimley-Horn will conduct a limited, visual, non-destructive, walk-through site visit to observe readily accessible existing conditions of the two structures. No destructive, intrusive, or materials testing investigation will be conducted as part of this scope. The conditions will be documented with representative photographs and field notes utilizing construction document PDFs provided by the Client. The intent of the site visit is to review the general condition of the structures and document any current, significant repair and/or maintenance items as well as review conditions of previous repair work. Kimley-Horn will perform the following as part of this walk-through:

- Observe and note the condition of readily accessible structural elements such as slabs (structural and topping slabs), beams, and columns.
- Observe and note identified locations of exposed reinforcing steel corrosion or significant section loss and provide recommendations and cost estimates for further testing, if required.

Task 5 – Method of Repair Statement

Kimley-Horn will prepare a report describing the observed conditions observed during Task 4 and provide recommendations for repairs or replacement. The recommendations will also be based on our field reconnaissance and experience from related projects. The following will be included in the Report:

- Brief description of the two structures, scope of work for this assessment, and a summary of previous repairs and upgrades.
- General ratings (e.g. very good, good, fair, poor) of observed structural and waterproofing elements.
- Key findings outlining specific elements requiring additional narrative.
- Identify applicable local, state, and federal codes and standards (including consensus-based codes, floodplain management, ADA, etc.) that must be met in the repair/restoration (PAPPG Ch. 8, pp. 171-178).
- Identify any potential EHP compliance requirements (e.g., wetlands, floodplains, historic resources) and document anticipated permitting or consultation needs (PAPPG Ch. 10, p. 237-249).
- Recommendations for additional field or laboratory testing will be listed including the criteria to determine if and where more extensive review and testing are required.
- Budgetary repair/replacement quantity estimates will be developed with associated unit costs for each recommended repair/replacement item based on similar repairs from recent projects within this region. Repair quantities will be based on limited observations as part of this scope. Recently observed unit costs will be provided for each repair item to assist in establishing an overall repair program budget.
- Representative photographs that depict typical deficiencies observed.
- Field notes of observed structural and waterproofing elements.

All findings will be compiled into a concise report stamped by a licensed professional engineer. The deliverable will include an exhibit showing the preferred repair method with preliminary sizing and layout of proposed improvements. It will also include an evaluation of potential materials and construction methods, considering durability, cost, and ease of construction. These elements will be compared across each repair alternative to establish the preferred method.

Additional Services if required:

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Final design/ Construction documents
- Permitting
- Bid Phase Services
- Construction Phase Services
- Accessibility Review
- Utility Coordination
- Driveway permits/right-of-way encroachment

- Right of Way services
- Geotechnical Engineering Services
- Architectural design services
- Plumbing, Mechanical, Lighting, Fire Protection, or Fire Alarm assessments or design

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 on a labor fee plus expense basis with the maximum labor fee shown below.

Task	Description	KH Fee	Subconsultant Fee	Subconsultant
1	Project Management/Meetings	\$12,855		
2	Survey	\$7,405	\$5,900	SDC
3	Hydraulic Assessment	\$45,095		
4	Damage Assessment	\$9,645		
5	Method of Repair Statement	\$27,145		
Total Fee		\$102,145	\$5,900	\$108,045

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

TOWN OF BLACK MOUNTAIN

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

P.E. No.: _____

DATE: _____

DATE: _____

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

A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT BETWEEN THE TOWN OF BLACK MOUNTAIN AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES FOR STRUCTURES LOCATED NEAR VETERANS PARK

Resolution #: R-25-62

WHEREAS, the Town of Black Mountain requires professional engineering and consulting services to support ongoing and future infrastructure, storm recovery, and hazard mitigation projects; and

WHEREAS, Kimley-Horn and Associates, Inc. (“Consultant”) is a qualified engineering and consulting firm capable of providing professional services for projects as requested by the Town; and

WHEREAS, the Town and Consultant have negotiated a Master Services Agreement dated October 7, 2025, which establishes the terms and conditions under which the Consultant will perform professional services pursuant to individual project orders as it relates to structures located near Veterans Park that includes: 1) pedestrian bridge crossing the Swannanoa River downstream of I-40 and 2) the pedestrian crossing through the culvert under I-40; and

WHEREAS, the Agreement includes provisions for scope of services, compensation, invoicing, intellectual property, termination, dispute resolution, and federal compliance requirements, including the Attachment A – Federally Required Terms and Conditions – Hurricane Helene, and the Individual Project Order Number 01 document; and

WHEREAS, the Town anticipates that certain projects conducted under this Agreement may be funded, in whole or in part, by state or federal programs such as FEMA or HUD, and it is therefore necessary that the Agreement comply with applicable federal and state regulations and procurement requirements; and

WHEREAS, it is in the best interest of the Town of Black Mountain to enter into this Agreement to ensure continuity of qualified professional services for municipal projects and federally funded recovery work;

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

1. The Master Services Agreement between the Town of Black Mountain and Kimley-Horn and Associates, Inc. for Continuing Professional Services dated October 7, 2025, is hereby approved (attached hereto as Exhibit A).
2. Kimley-Horn will perform services with a total fee not to exceed \$108,045 as described in the Individual Project Order Number 01 document (attached hereto Exhibit B).

3. The Town Manager, or his designee, is authorized to execute the Agreement and any subsequent project orders or amendments consistent with the intent of this Resolution.
4. This Resolution shall be effective upon adoption.

Adopted this 13th day of October 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

Resolution Attachments:

- Exhibit A- Master Services Agreement
- Exhibit B- Individual Project Order (IPO) 01



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: October 13, 2025

AGENDA SECTION: Consent Agenda
DEPARTMENT: Administration

TITLE OF ITEM: Resolution to Approve Contract with Anchor QEA for Restoration of N. Oconeechee Ave. Stormwater Management System

SUGGESTED MOTION(S):

Motion to approve the resolution approving contract with Anchor QEA for N. Oconeechee Ave. Stormwater Management System Project.

SUMMARY:

Anchor QEA of NC, PLLC, presents the following proposal for evaluation and conceptual design for the upgrade of the N. Oconeechee Avenue Stormwater Management System which was damaged by flooding related to Tropical Storm Helene in September 2024. The purpose of this Project is to perform a thorough post-storm damage assessment and to make recommendations for improvements that can be designed and constructed to increase stormwater conveyance capacity and repair flood damage.

Extreme flooding of the drainage basin crossing N. Oconeechee Avenue and adjacent roads caused damage to roadways, private property, and stormwater infrastructure. The Town anticipates receiving FEMA-PA (Federal Emergency Management Agency Public Assistance) funding to support the design and implementation of this recovery project, with support from a North Carolina Department of Environmental Quality grant to support stormwater water quality improvements. Anchor QEA will contract with the Town to perform Phase 1 of the restoration to include a damage assessment and develop two recommended methods of restoration. Anchor QEA will then meet with the Town and FEMA representatives to review funding eligibility and then advance through the detailed design under a contract amendment.

The proposed scope of work is based on the preliminary Site reconnaissance visit, conducted on September 5, 2025, and a Technical Memorandum, Stormwater Assessment, N. Oconeechee Avenue Stormwater and Sinkhole Assessment (Wildlands Engineering 2025). The memorandum identified the recommended area of repair as beginning at the intersection of North Cherokee Avenue and North Fork Road, extending southwest across North Oconeechee Avenue, and terminating in the golf course adjacent to the western side of Hiawasse Avenue.

This scope of work (SOW) includes the following tasks:

1. Existing Data Review and Preliminary Site Reconnaissance
2. Detailed Site Assessment
3. Damage Assessment Report
4. Recommended Methods of Repair
5. Grant Compliance and Analysis
6. Project Management and Meetings

The proposal from Anchor QEA is attached, as well as a resolution to approve the proposal and authorize the Town Manager, or designee, to sign a contract with Anchor QEA.

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. Anchor QEA SoW to ToBM_Ph 1 N Oconeechee Ave_2025-10-01
2. Resolution Approving the Proposal and Scope of Work from Anchor QEA of NC, PLLC for the North Oconeechee Ave Stormwater Mgt System Restoration

October 1, 2025

Jessica Trottman
Assistant Town Manager
Town of Black Mountain
160 Midland Ave
Black Mountain, North Carolina 28711

Re: Proposal for Planning and Engineering Services for North Oconeechee Avenue Stormwater Management System Restoration

Dear Jessica,

Anchor QEA of North Carolina, PLLC, is pleased to provide the Town of Black Mountain (Town) with the following proposal for evaluation and conceptual design for the upgrade of the Oconeechee Avenue Stormwater Management System (Project), which was damaged by flooding related to Tropical Storm Helene in September 2024. The purpose of this Project is to perform a thorough post-storm damage assessment and to make recommendations for improvements that can be designed and constructed to increase stormwater conveyance capacity and repair flood damage.

Extreme flooding of the drainage basin crossing Oconeechee Avenue and adjacent roads caused damage to roadways, private property, and stormwater infrastructure. The Town anticipates receiving FEMA-PA (Federal Emergency Management Agency Public Assistance) funding to support the design and implementation of this recovery project, with support from a North Carolina Department of Environmental Quality grant to support stormwater water quality improvements. Anchor QEA will contract with the Town to perform Phase 1 of the restoration to include a damage assessment and develop two recommended methods of restoration. We will then meet with the Town and FEMA representatives to review funding eligibility and then advance through the detailed design under a contract amendment.

The proposed scope of work summarized below is based on our preliminary Site reconnaissance visit, conducted on September 5, 2025, and a *Technical Memorandum, Stormwater Assessment, Oconeechee Avenue Stormwater and Sinkhole Assessment* (Wildlands Engineering 2025). The memorandum identified the recommended area of repair as beginning at the intersection of North Cherokee Avenue and North Fork Road, extending southwest across North Oconeechee Avenue, and terminating in the golf course adjacent to the western side of Hiwassee Avenue.

We understand that repair of one damaged roadway in the drainage basin, North Cherokee Avenue, is being implemented under a separate contract by McAdams. As that portion of the road includes

infrastructure that manages stormwater that flows through the Project area, the recommendations we make may impact the repair of that roadway, or vice versa.

This scope of work for the initial phase assumes that Anchor QEA will perform a detailed Site assessment, produce a damage assessment report, and provide two recommended methods of repair: an option for repair to current codes and standards with potential mitigation, and an option for a repair to improve resiliency. As the proposed solution has not yet been determined, the following scope of work does not include the detailed design (including final hydrologic and hydraulic modeling and subsurface explorations, if required) or subsequent phases of permit finalization, construction specifications and bidding, construction management, and closeout, which will be scoped once the preferred alternative is selected.

This scope of work (SOW) includes the following tasks:

1. Existing Data Review and Preliminary Site Reconnaissance
2. Detailed Site Assessment
3. Damage Assessment Report
4. Recommended Methods of Repair
5. Grant Compliance and Analysis
6. Project Management and Meetings

Scope of Services and Deliverables

Through Phase 1 of this restoration project, Anchor QEA will perform the following tasks.

Task 1—Existing Data Review and Preliminary Site Reconnaissance

This task will consist of collecting and reviewing existing available data and conducting a Site reconnaissance visit for staff orientation.

Subtask 1.1 Existing Data Review

Anchor QEA will request and review available existing data the design team deems necessary for development of the conceptual design alternatives for the Project.

We will rely on Town staff to provide available documentation or contacts for holders of existing data. Anchor QEA will request, or access from publicly available sources, and review the following:

- Historic and current aerial imagery
- Light Detection and Ranging (LiDAR) elevation data
- Soils mapping
- Historic storm and precipitation data
- FEMA mapping and published models
- Pre-storm and existing stormwater system mapping, including ditch and pipe locations, invert elevations, sizes, and materials

- Infrastructure mapping, including electronic mapping of other existing utilities
- Parcel mapping

Data will be summarized for internal use by our team, with data gaps identified that may require additional investigation in Phase 2 (not included in this SOW).

Subtask 1.2. Preliminary Site Reconnaissance

Two Anchor QEA staff will travel to the Site to perform a preliminary Site reconnaissance. Anchor QEA staff will evaluate the Site to determine the appropriate project limits, the nature of the damage and subsequent repairs, infrastructure repair needs, and mitigation potential. This preliminary evaluation will serve as the basis for developing the damage assessment report and recommended methods of repair.

Subtask 1.3. Stakeholder Engagement

As a component of identifying recommended options, Anchor QEA will need to meet with Town staff or its designees to understand goals and any recommendations. Anchor QEA will also attempt to contact select neighbors of the Project to explore options for rights-of-way for stormwater infrastructure.

Assumptions

- Anchor QEA will have access to the Site but will remain on publicly owned right-of-way and properties and will not access private properties.
- Preliminary Site reconnaissance will be limited in scope and will not serve as the detailed Site Assessment, which is described in Task 2 of this scoping document.
- Anchor QEA will spend up to 8 hours researching, connecting to, and engaging with relevant stakeholders.

Deliverables

There are no deliverables associated with this task.

Task 2—Detailed Site Assessment

Subtask 2.1. Site Assessment

Anchor QEA will perform a detailed assessment of the Site. We will collect data relevant to developing our understanding of the stressors that contributed to the flooding of the drainage basin and failure of the drainage network during Tropical Storm Helene.

Anchor QEA staff will photo-document the Site and will collect data required to prepare the design recommendations. This includes documenting the current conditions and sizing of existing stormwater infrastructure components.

Subtask 2.1. Topographic Survey

Cole Surveying & Design, PA, will be subcontracted to prepare a field topographic survey of approximately 1.8 acres including locating visibly apparent utilities and infrastructure. The contour interval to define existing topography will be 1 foot and will be completed on the North Carolina State Plane Coordinate System NAD 83.

Assumptions

- Right of entry will be coordinated by the Town of Black Mountain.
- Two members of the Anchor QEA design team will be on site for up to 1 full day.
- No subsurface explorations will be performed at this time, although we do expect that an subsurface explorations will be required as part of a future contract amendment to support detailed design of the preferred improvements.

Deliverables

There are no deliverables associated with this task.

Task 3—Damage Assessment Report

Anchor QEA will prepare a damage assessment report that aligns with FEMA's Preliminary Damage Assessment (PDA) Guide requirements. This report will document the type, location, extent, and estimated costs of damage, following the standardized framework for FEMA-PA assessments. We will begin with a structured initial damage assessment (IDA), incorporating geotagged photographs, GIS mapping, and field inspections to capture the magnitude of damage to the stormwater network, adjacent infrastructure components, and public structures. We will categorize the Site in accordance with FEMA's PA work eligibility matrices and supporting documentation checklists, resulting in an analysis that provides sufficient technical justification for federal disaster grant consideration.

Our team will prepare impact statements, cost estimates, and supporting documentation that address FEMA's evaluation factors—including uninsured losses, localized impacts, and hazard mitigation opportunities. The final damage assessment report will provide the Town with a defensible and FEMA-ready submittal package that expedites eligibility under the Stafford Act. By aligning with FEMA's documentation standards and validation practices, the report will not only support the Town's immediate recovery needs but also position the Project for hazard mitigation funding to reduce vulnerability to future storm events.

Assumptions

- Anchor QEA will follow FEMA guidance for the development of the damage assessment report.

Deliverables

- Damage Assessment Report in PDF format, via email

Task 4—Recommended Methods of Repair

Anchor QEA will develop and evaluate two recommended methods of repair to the stormwater management system that conveys runoff through the Project area.

We anticipated that the alternatives will include the following:

- **Alternative 1—Repair to Pre-Helene Condition and Current Code/Standards:** The first alternative will propose to return the drainage infrastructure that conveys stormwater through the Project area to the pre-Helene level of service and meet current codes and standards.
- **Alternative 2—Best Resiliency Stormwater Improvements:** The second alternative will propose to increase the capacity and level of service of proposed repairs to provide enhanced resiliency to future flooding events. This may include some combination of storm drain improvements, detention, and other features designed to maximize the capacity and resiliency of the infrastructure.

These recommendations will address FEMA guidance and will support the Town’s position to secure FEMA funding for design and implementation.

These conceptual alternatives will be analyzed by completing the following steps:

Step 1: Hydrologic and Hydraulic Analysis

Anchor QEA proposes to develop a model for hydrologic and hydraulic (H&H) analysis using PCSWMM. PCSWMM is stormwater modeling software that is based on the U.S. Environmental Protection Agency’s Stormwater Management Model (SWMM). It can simulate the rainfall-runoff response and flows through a stormwater system in two dimensions through the duration of a storm or for an extended period of available precipitation data.

For inputs into the PCSWMM model, Anchor QEA will review and refine the delineation of the drainage basin that contributes runoff to the Project area, characterize and map land cover within the basin, and summarize soil characteristics. Anchor QEA will then use these characteristics and available precipitation data as inputs to develop the PCSWMM model. The model will initially be used to estimate the rainfall-runoff relationship at the Project site for key peak storm events, including the 25-year, 50-year, and 100-year storms. Anchor QEA will then use PCSWMM to model the conveyance of storm flows through the Project area for each of these storm events for the existing condition and for each proposed improvement alternative. The PCSWMM model will be used to simulate hydraulic conditions in the stormwater system through the duration of these key storm events to show when and where flooding occurs and when flooding recedes.

The model will be used to confirm the sizing of storm drains, detention features, and other stormwater controls proposed as part of each alternative to convey runoff through the Project area.

The model will also be used to refine each improvement alternative and compare the effectiveness of the improvement alternatives.

Step 2: Conceptual Design Drawings

As part of this task, Anchor QEA will prepare conceptual drawings for the two recommended methods of repair, including plan and profile drawings showing the proposed repairs and improvements recommended for each alternative. These conceptual design drawings will be prepared based on existing aerial photographs, available infrastructure mapping, and the survey data collection in Task 2. The drawings will include enough information to illustrate the concept and describe the major components of each concept, but will not include details, sections, specifications, or other detailed information that will be provided during the detailed design of the preferred project alternative.

Step 3: Opinion of Probable Cost

A preliminary opinion of probable cost for project implementation will be prepared for each alternative for comparison and evaluation. The cost analysis will identify quantities and unit costs for major elements of work proposed as part of each alternative. The opinions of probable implementation costs will include construction costs, contingencies, and anticipated detailed design and permitting costs. The cost estimate will follow the Association for the Advancement of Cost Engineering (AACE) International Recommended Practices for Cost Estimating System¹ for a Class 4 estimate with an expected accuracy range of -30% at the low end and +50% at the high end to identify the typical variation of expected cost at this level of project definition.

Step 4: Alternatives Evaluation Summary Memorandum

The analyses will be summarized in a memorandum that will include an overview of key conclusions from the detailed drainage assessment, a description of each alternative, a summary of the analysis completed to evaluate the alternatives, and a comparison of the alternatives based on cost, constructability, capacity, resiliency, and other key considerations. The conceptual design drawings and opinions of probable cost will be included as attachments to the memorandum.

Assumptions

- Anchor QEA will identify and evaluate two alternatives. If additional alternatives are identified, those alternatives will be evaluated under an amendment to this SOW.
- Recommendations will be summarized in a memorandum (up to 10 pages with attachments) that incorporates documentation from the damage assessment report.
- Conceptual design drawings will be developed based on existing readily available basemap information, including aerial photography, infrastructure mapping, and parcel mapping.

¹ This system is a series of recommended practices that classifies estimates based on the maturity of the project definition scope and accuracy. The system has five classes of estimates, from Class 5 (Least Defined) to Class 1 (Most Defined).

Deliverables

- Alternatives evaluation summary memorandum (PDF format)
- Conceptual design drawings for two concepts (PDF format, as attachment to memorandum)
- Opinions of probable cost (PDF format, as attachment to memorandum)

Task 5—Grant Compliance and Analysis

The intent of this task is to facilitate efficient and effective discussions with FEMA that allow for the continuation of the restoration services under Phase 2. This task includes the following:

- Meet with representatives and the Town and FEMA to review eligibility of the two recommended repair options (up to 6 hours total labor).
- Develop the SOW and budget for Phase 2 to include the engineering of the selected alternative, including permitting, development of construction specifications, and constructor selection process.
- Summary review of FEMA guidance documents to enable project delivery team to develop documents and recommendations based on stated FEMA requirements and policy in effect at the time of service (up to 9 hours total labor).

Task 6—Project Management and Meetings

The intent of this task is to facilitate efficient and effective work within a defined schedule and budget to meet the project objectives. This task includes the following:

- Update meetings with Town representatives every 2 weeks over an anticipated 3-month period (up to 16 hours total labor over six meetings).
- Develop and maintain a project schedule and conduct budget reviews (up to 12 hours).
- Respond to miscellaneous project communications outside of the scope identified above (up to 4 hours).

Assumptions

Completion of the work in accordance with the estimated budget and schedule is based on the foregoing descriptions and following assumptions:

- Anchor QEA will have access to the Site but will remain on publicly owned right-of-way and properties and will not access private properties.
- If access to private properties is requested by Anchor QEA, the Town will assist to facilitate private owner contact and assist to facilitate access.
- Weather events will not hinder performance of the Project site reconnaissance and the details assessments.
- Pre-design investigations, including geotechnical assessment and topographic surveying is not included in this phase.
- Permit application, pre-permitting meetings, or applicable fees are not included in this phase.

- The development of engineering plans, detailed design (including utility designs or modifications), or specifications is not included in this phase.
- No cultural or archaeological study or threatened and endangered species assessments are included.
- FEMA will accept at least one of the proposed recommendations without discussion or negotiation.
- Modifications or additional iterations of proposed recommendations by FEMA, the Town, or other stakeholders, will require additional scope and budget.

Estimated Costs

Anchor QEA will complete the scope described above on a lump-sum basis as detailed and summarized in Table 1. If, during the work, we identify conditions that differ from those addressed in this proposal, Anchor QEA will notify the Town in advance and obtain written approval prior to continuation of out-of-scope services. Although Anchor QEA will track budgets at the task level, invoicing for work from this Project will be provided monthly based on the lump-sum total.

Table 1
Task and Fee Breakdown

Task Number	Task Name	Estimated Cost
Task 1	Existing Data Review and Preliminary Site Reconnaissance	\$10,800
Task 2	Detailed Site Assessment	\$14,700
Task 3	Damage Assessment Report	\$9,200
Task 4	Recommended Methods of Repair	\$65,800
Task 5	Grant Compliance and Analysis	\$7,800
Task 6	Project Management and Meetings	\$9,800
TOTAL		\$118,100

Schedule

Anchor QEA will target completion of the work within 6 months of contract execution; however, we are available to discuss a more rapid timeline if needed by the Town or to meet funding constraints.

If you have any questions regarding these findings, please contact me at 828-450-6435, or via email at rcork@anchorqea.com. We appreciate the opportunity to perform this work.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Cork", with a stylized flourish extending to the left.

Robert Cork, PE, MEng
Program Manager

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

A RESOLUTION APPROVING THE PROPOSAL AND SCOPE OF WORK FROM ANCHOR QEA OF NORTH CAROLINA, PLLC FOR THE NORTH OCONEECHEE AVENUE STORMWATER MANAGEMENT SYSTEM RESTORATION – PHASE 1

Resolution No. R-25-60

WHEREAS, the Town of Black Mountain experienced significant stormwater infrastructure damage along North Oconeechee Avenue and surrounding areas during Tropical Storm Helene in September 2024; and

WHEREAS, the Town intends to restore and improve the stormwater management system to enhance resiliency, public safety, and compliance with current engineering standards; and

WHEREAS, Anchor QEA of North Carolina, PLLC has submitted a proposal dated October 1, 2025, to perform Phase 1 Planning and Engineering Services for the North Oconeechee Avenue Stormwater Management System Restoration Project; and

WHEREAS, the proposed scope of work includes data review, site assessment, damage assessment, development of recommended repair alternatives, grant compliance assistance, and project management for a total cost not to exceed **\$118,100**; and

WHEREAS, the Town anticipates that this work will support FEMA Public Assistance funding and North Carolina Department of Environmental Quality stormwater improvement grants;

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

1. The proposal and Scope of Work from Anchor QEA of North Carolina, PLLC, dated October 1, 2025, for Phase 1 of the North Oconeechee Avenue Stormwater Management System Restoration Project, is hereby approved.
2. The Town Manager, or their designee, is authorized to execute the agreement and any necessary documents to carry out the intent of this resolution.
3. This Resolution shall be effective upon adoption.

Adopted this the ___ day of _____, 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:** October 13, 2025

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

TITLE OF ITEM: Resolution to Amend Resolution R-25-45 Authorizing On-Call Contracts for Grant Writing & Consulting Services in Support of Recovery & Resilience Funding Opportunities.

SUGGESTED MOTION(S):

Motion to approve the Resolution to amend Resolution No. R-25-45 authorizing staff to enter into contracts and execute on-call professional service contracts with the seven qualified firms that responded to the Grant Writing and Consulting Services RFQ.

SUMMARY:

In response to the significant increase in grant opportunities following Tropical Storm Helene, the Town of Black Mountain issued a Request for Qualifications (RFQ) seeking qualified firms to provide grant writing and consulting services. The goal was to build additional capacity to pursue, manage, and implement state and federal funding opportunities aligned with the Town's recovery and resilience priorities. The Town received seven (7) responses to the RFQ. Each firm demonstrated strong qualifications, and each brings a unique strength or area of specialization and experience that may be beneficial for future grant activities. The firms are: ASI, McGill, Raftelis, McAdams, GTC 360, CRCS and Catalyst Project Development.

Staff recommends entering into contracts with all seven firms and establishing on-call agreements with each. This approach will allow the Town to:

- Efficiently match projects with firms possessing relevant expertise.
- Ensure adequate capacity to respond to high-priority and time-sensitive funding opportunities.
- Leverage specialized knowledge and resources to enhance the competitiveness and success of grant applications.

Most of these costs will be offset by the administrative overhead allowed in the grants. This structure provides flexibility, promotes responsiveness, and aligns with the Town's strategic recovery and development goals post-Helene.

The initial resolution, adopted on August 11, 2025 (R-25-45) by the same name, included the verbiage: "establishing on-call agreements with each firm not to exceed \$20,000 per firm." It was identified after adoption of this resolution, that these cost values were included in error. The proposed resolution will amend R-25-45 to reflect the removal of this verbiage.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Resolution to Amend R-25-45 Authorizing On Call Contracts for Grant Writing and Consulting

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

A RESOLUTION TO AMEND RESOLUTION R-25-45 AUTHORIZING ON-CALL CONTRACTS FOR GRANT WRITING AND CONSULTING SERVICES IN SUPPORT OF RECOVERY AND RESILIENCE FUNDING OPPORTUNITIES

Resolution #: R-25-59

WHEREAS, the Town of Black Mountain continues to respond to the impacts of Tropical Storm Helene and is pursuing long-term recovery and resilience initiatives; and

WHEREAS, the number and complexity of available state and federal grant opportunities have increased significantly in the wake of the storm, requiring additional capacity to pursue, manage, and implement these funding opportunities effectively; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) seeking qualified firms to provide grant writing and consulting services to support recovery and resilience efforts; and

WHEREAS, the Town received seven (7) responses from highly qualified firms, each demonstrating unique strengths and specialized experience beneficial to the Town's grant activities; and

WHEREAS, the following firms responded to the RFQ and are recommended for on-call contracting:

- ASI
- McGill
- Raftelis
- McAdams
- GTC 360
- CRCS
- Catalyst Project Development; and

WHEREAS, staff recommends entering into on-call agreements with each of the seven firms, to allow the Town to efficiently match projects with the appropriate expertise, respond quickly to time-sensitive funding opportunities, and enhance the competitiveness of grant applications; and

WHEREAS, most costs associated with these contracts are expected to be offset by administrative overhead allowed within grant awards, thereby minimizing fiscal impact to the Town; and

WHEREAS, this structure provides the Town with the flexibility and responsiveness necessary to advance strategic recovery and development goals in the aftermath of Tropical Storm Helene; and

WHEREAS, Resolution No. R-25-45 was adopted on August 11, 2025 and included verbiage that stated, "with a not-to-exceed amount of \$20,000 per firm", which was included in error.

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

1. The foregoing resolution amends Resolution No. R-25-45, adopted August 11, 2025, to correct an oversight of not omitting the “ not-to-exceed amount of \$20,000 per firm” clause, and therefore removes this “not-to-exceed amount” but remainder of resolution remains in effect.
2. The Town Manager, or designee, is hereby authorized to execute on-call agreements with each of the seven firms named above for grant writing and consulting services.
3. This resolution shall become effective upon adoption.

This the 13th day of October 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** October 13, 2025
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Consideration of FY25-26 Budget Amendments

SUGGESTED MOTION(S):

Motion to approve the budget amendments as presented and recommended.

SUMMARY:

Budget Amendments for consideration include the following:

- BA26-0045: Unassigned General Fund Balance transfer of \$54,000 to 100-4020-50100 for Public Information Officer FTE.
- BA26-0046: Unassigned General Fund Balance transfer of \$59,250 to 100-4020-50100 for Budget Analyst/Recovery Specialist FTE.
- BA26-0047: Transfer from Police Department Drug Forfeiture 230-4511-48900 to 100-4510-57410 in the amount of \$8,505.
- BA26-0048: Unassigned General Fund Balance transfer of \$30,000 to 200-4520-52020 for mental health services.

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

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

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? These budget amendments will approve these expenditures.

If no, describe how it will be funded.

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager **MEETING DATE:** October 13, 2025

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

TITLE OF ITEM: Resolution to Amend the Town Budget to Transfer Funds from Unassigned Stormwater Fund Balance to the Helene Fund for Stormwater & Environmental Projects

SUGGESTED MOTION(S):

Motion to approve the resolution as presented.

SUMMARY:

Town staff recommend approval of a budget amendment to fund critical stormwater and environmental improvement projects. These initiatives include engineering assessments, grant-writing services, and environmental restoration efforts that support community resilience and recovery following Hurricane Helene.

Proposed Action:

Authorize a budget amendment to transfer \$69,000 from the Unassigned Stormwater Fund Balance (630-0000-10001) to the Helene Fund (425-8806-52012) to support the following:

- \$9,000 – Lake Tomahawk Dam engineering assessment and repair method determination.
- \$25,000 – McAdams grant-writing services for stormwater and culvert improvement funding opportunities.
- \$35,000 – Jennings Environmental Swannanoa River Restoration Task Order
- Authorize the Town Manager and Finance Director to take all necessary actions to implement this budget amendment and ensure proper accounting and reporting of the fund transfer.

Motion to approve the budget amendment resolution transferring \$69,000 from the Unassigned Stormwater Fund Balance to the Helene Fund to support the Lake Tomahawk Dam assessment, grant-writing services with McAdams, and Swannanoa River restoration efforts.

BUDGET IMPACT:

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

If no, describe how it will be funded. Authorizing these budget amendments as specified will move movies to the named accounts for these project costs.

ATTACHMENTS:

1. Resolution Approving Budget Amendmets from Stormwater Unassigned FB for SW & Envir. Projects

[Council Member] made a motion to approve the following resolution. A vote of [_-_] in favor.

RESOLUTION TO AMEND THE TOWN BUDGET TO TRANSFER FUNDS FROM THE UNASSIGNED STORMWATER FUND BALANCE TO THE HELENE FUND FOR STORMWATER AND ENVIRONMENTAL PROJECTS

Resolution #R-25-63

WHEREAS, the Town Council recognizes the importance of maintaining and restoring its stormwater infrastructure and environmental assets; and

WHEREAS, the Lake Tomahawk dam requires an engineering assessment and a determination of the appropriate method of repair, at an initial estimated cost of \$9,000; and

WHEREAS, the Town intends to engage McAdams for grant writing services to pursue funding opportunities from the NC Department of Commerce for downtown stormwater system improvements, and from NCEM for culvert upsizing, at a cost of \$25,000; and

WHEREAS, Jennings Environmental has proposed initial services for Swannanoa River restoration efforts vital to the community's environmental health, totaling \$35,000;

NOW, THEREFORE, BE IT RESOLVED the Town Council authorizes a budget amendment to transfer **\$69,000** from the **Unassigned Stormwater Fund Balance** (630-0000-10001) to the **Helene Fund** (425-8806-52012) to support the following initiatives:

- \$9,000 for the Lake Tomahawk dam assessment and repair method determination
- \$25,000 for McAdams grant writing services
- \$35,000 for Jennings Environmental Swannanoa River Restoration Task Order 1

BE IT FURTHER RESOLVED that the Town Manager and Finance Director are hereby authorized to take all necessary actions to implement this budget amendment and ensure proper accounting and reporting of the fund transfer.

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of to on this 13th day of October 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:** October 13, 2025

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

TITLE OF ITEM: Resolution Selecting KCI Associates for the Asset Inventory & Assessment (AIA) and Capital Improvement Plan (CIP) Services, and Authorizing the Town Manager to Negotiate a Contract

SUGGESTED MOTION(S):

Motion to approve the resolution as presented.

SUMMARY:

The Town of Black Mountain received a technical assistance grant from the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure, to support post-Helene recovery and resilience planning efforts. A portion of this funding will be used to complete the Town’s first Asset Inventory and Assessment (AIA) for the water system. This project will provide the Town with a comprehensive understanding of its existing infrastructure, system condition, and areas of vulnerability. The AIA will serve as the foundation for developing a Capital Improvement Plan (CIP) that prioritizes projects, integrates resiliency strategies, and identifies potential funding sources.

After reviewing all responses, the selection committee determined that KCI Associates, Inc. is the most qualified firm based on their relevant experience, project approach, and demonstrated understanding of the Town’s goals and water system conditions.

Firm	Experience (30)	Team (30)	Hazard Mitigation (20)	Approach (10)	Schedule & QC (10)	Total (100)	Rank
KCI Associates of NC	29	30	19	9	9	96	1
Civil Design Concepts	27	28	18	9	8	90	2
The Thrasher Group NC	26	27	17	8	8	86	3

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 Select KCI Associates for Asset Inventory_Assessment (AIA)_and CIP

**A RESOLUTION SELECTING KCI ASSOCIATES FOR THE ASSET INVENTORY AND ASSESSMENT (AIA) AND CAPITAL IMPROVEMENT PLAN (CIP) SERVICES AND AUTHORIZING THE TOWN MANAGER TO NEGOTIATE A CONTRACT
RESOLUTION NO. R-25-66**

WHEREAS, the Town of Black Mountain received a grant award from the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure, for technical assistance related to recovery from Tropical Storm Helene; and

WHEREAS, the Town intends to utilize a portion of this funding to complete an Asset Inventory and Assessment (AIA) of the Town’s water system, which will serve as the foundation for developing a comprehensive Capital Improvement Plan (CIP) to identify infrastructure needs, resiliency improvements, and long-term funding strategies; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) in accordance with N.C.G.S. §143-64.31 for professional engineering services related to the AIA and CIP project; and

WHEREAS, after review of qualifications submitted by interested firms, the Town’s selection committee determined that KCI Associates is the most qualified firm to perform the required services based on demonstrated experience, technical expertise, and understanding of the Town’s water system and resilience objectives; and

WHEREAS, the Town Council desires to formally select KCI Associates and authorize the Town Manager to negotiate a contract for AIA and CIP professional services in accordance with applicable NCDEQ and state procurement requirements.

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

1. **Selection of Firm.** KCI Associates is hereby selected as the most qualified firm to perform the Asset Inventory and Assessment (AIA) and Capital Improvement Plan (CIP) professional services for the Town’s water system.
2. **Authorization to Negotiate.** The Town Manager is hereby authorized to negotiate and execute a contract with KCI Associates for professional services related to the AIA and CIP, subject to review and approval by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.
3. **Funding.** The project shall be funded through the Town’s NCDEQ Technical Assistance Grant related to Tropical Storm Helene.
4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

This the 13th day of October 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: October 13, 2025

AGENDA SECTION: Public Hearing
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Public Hearing for Village of Cheshire Master Plan Amendment

SUGGESTED MOTION(S):

I move that we approve the proposed amendment to the Village of Cheshire Master Plan and find the proposed amendment is consistent with current state regulations and promotes and protects the health, safety, and welfare and is in keeping with good zoning practice.

SUMMARY:

The Village of Cheshire 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 allowance 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. The Village of Cheshire Submission Book 9-11-25
2. 25_10_13_ORDINANCE_CHESHIRE_MASTER_PLAN
3. staff report - master plan revision - for 10.13.25 Council mtg



The Village of Cheshire.

A neighborhood concept
dedicated to encouraging the
growth of strong community
relationships.

CONCEPTUAL TOWN CENTER PLAN WITHIN OVERALL MASTER PLAN

DESIGNED BY DUANY PLATER-ZYBERK & COMPANY AND ALLISON RAMSEY ARCHITECTS

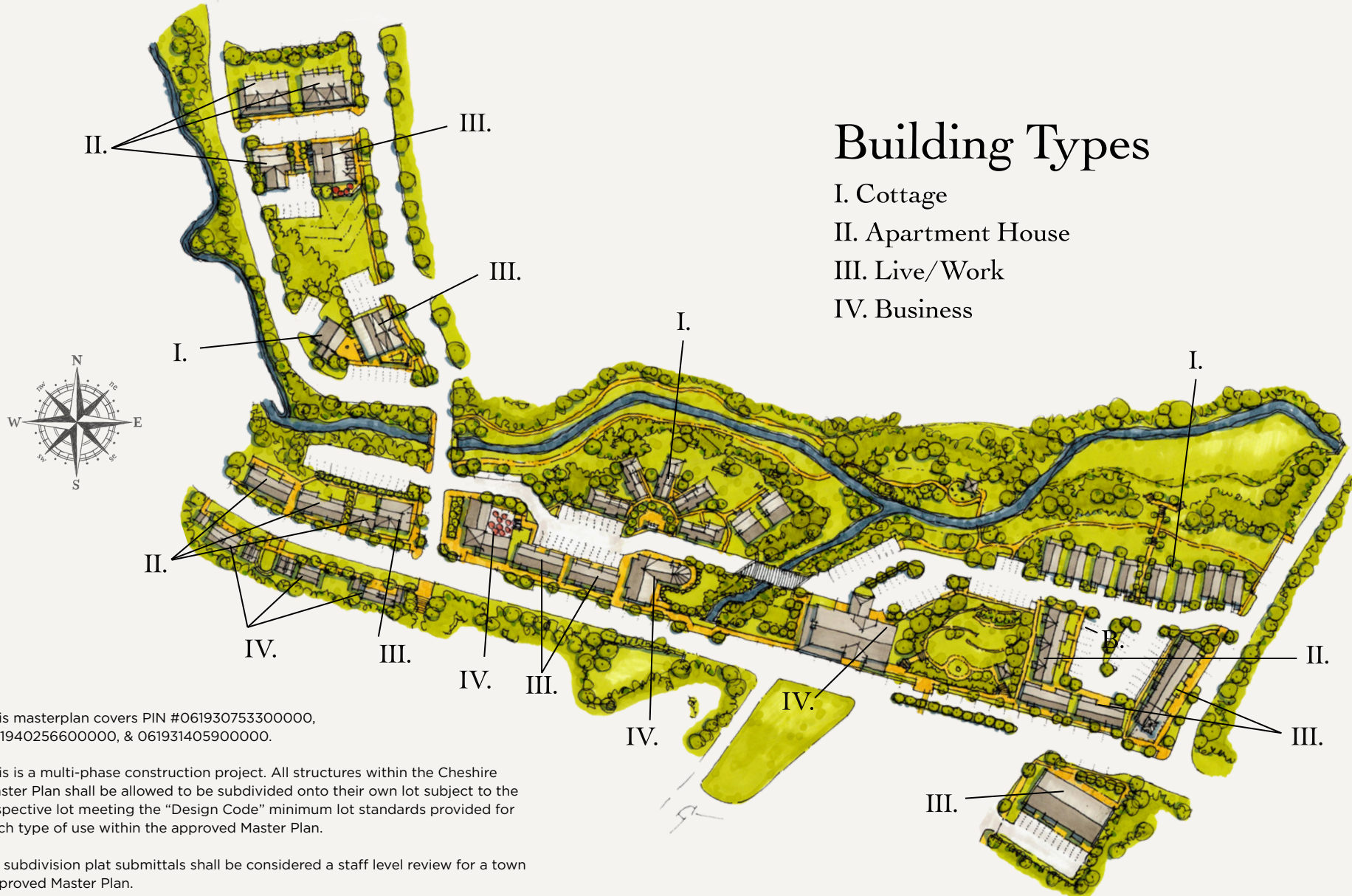


THE VILLAGE OF CHESHIRE ILLUSTRATIVE BOUTIQUE PLAN

Illustrated by Bill Harris, Allison Ramsey Architects

Building Types

- I. Cottage
- II. Apartment House
- III. Live/Work
- IV. Business

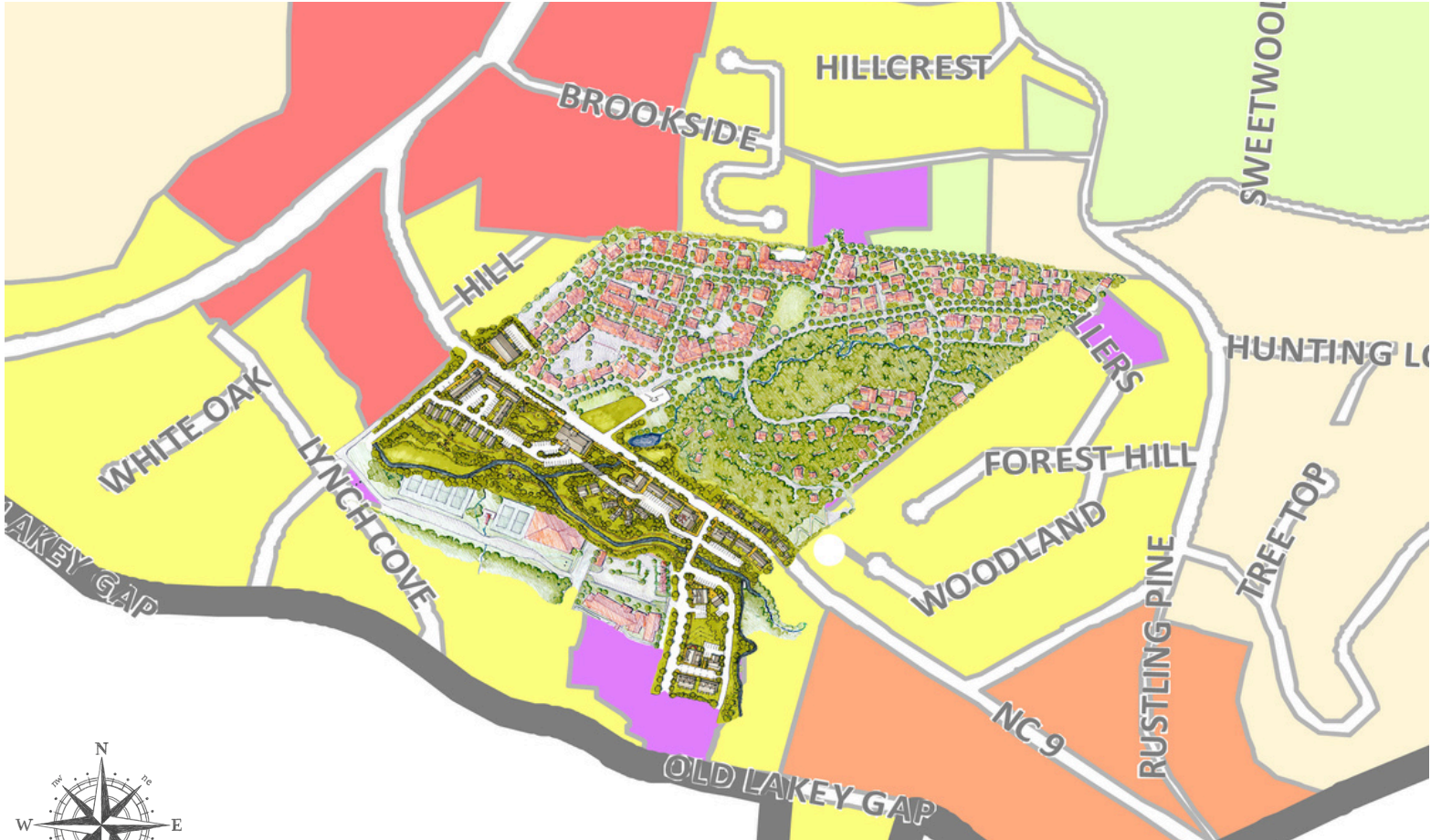


This masterplan covers PIN #061930753300000, 061940256600000, & 061931405900000.

This is a multi-phase construction project. All structures within the Cheshire Master Plan shall be allowed to be subdivided onto their own lot subject to the respective lot meeting the "Design Code" minimum lot standards provided for each type of use within the approved Master Plan.

All subdivision plat submittals shall be considered a staff level review for a town approved Master Plan.

THE VILLAGE OF CHESHIRE SITE PLAN WITHIN ZONING AREA



BLOCK A | THE WORK BUILDING

PHASE III



1. THE WORK BUILDING

Live/Work



ACRES: 0.33
PARKING: 14 SPACES
NUMBER OF COMMERCIAL UNITS: 2
NUMBER OF LODGING UNITS: 4
TOTAL SQUARE FOOTAGE: 10,000*

**Block summary information is estimated.*

BLOCK B | DOGWOOD LANE/HWY 9

PHASE III



1. & 2. VILLAGE LOFTS

Apartment House & Live/Work



3. THE CREEKVIEW COTTAGES

Cottage



ACRES: 1.42

PARKING: 44 SPACES

NUMBER OF COMMERCIAL UNITS: 5

NUMBER OF LODGING UNITS: 22

TOTAL SQUARE FOOTAGE: 38,200*

**Block summary information is estimated.*

BLOCK C | THE CHESHIRE INN BOUTIQUE

PHASE II

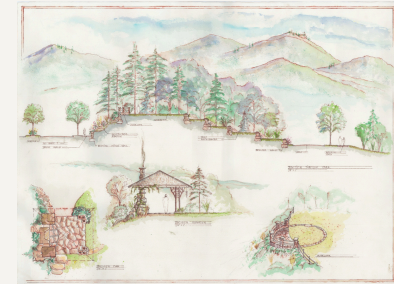
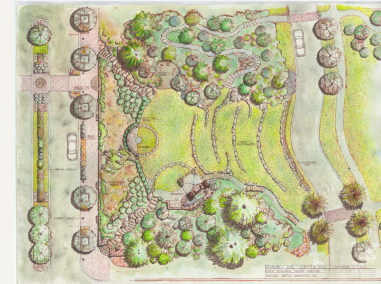


1. THE CHESHIRE INN BOUTIQUE

Business



2. THE KIRKSTEIN PARK

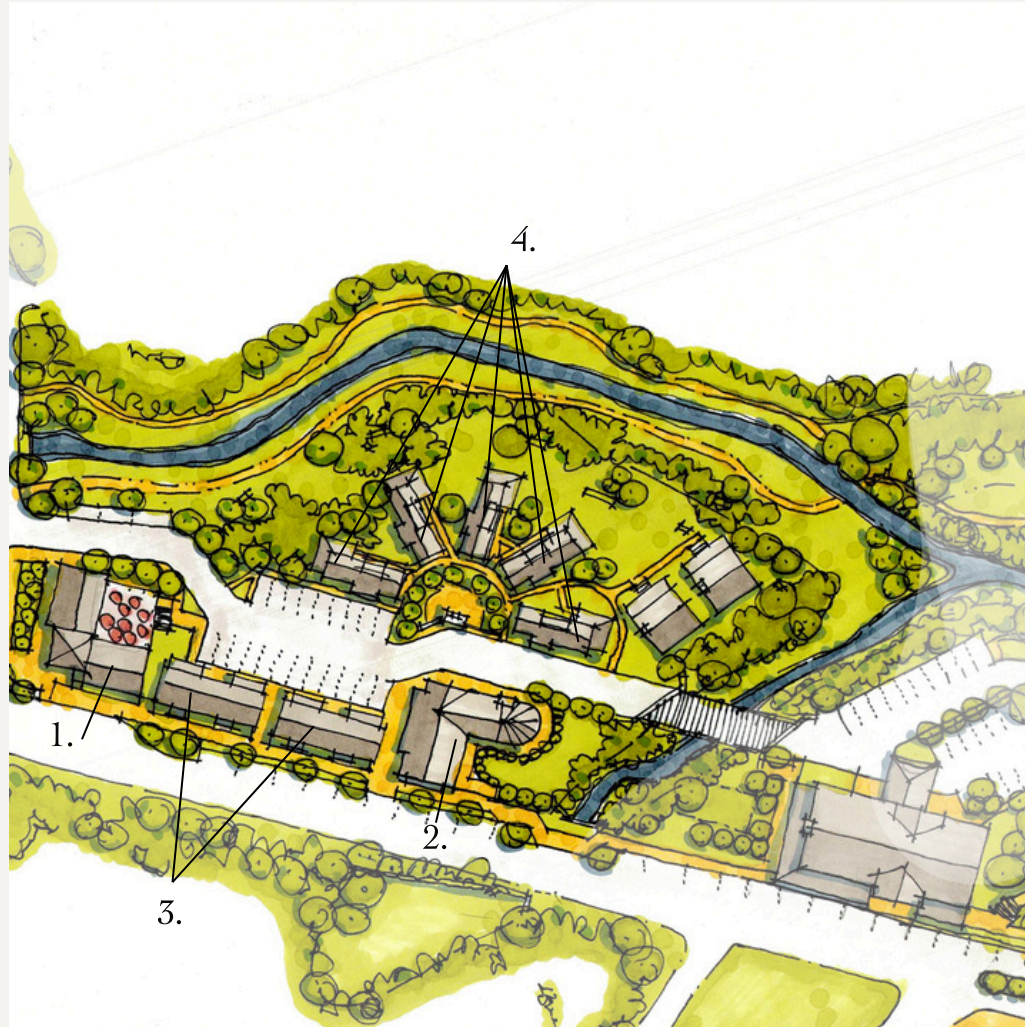


ACRES: 0.60
PARKING: 50 SPACES
NUMBER OF COMMERCIAL UNITS: 1
NUMBER OF LODGING UNITS: 19
TOTAL SQUARE FOOTAGE: 20,000*

**Block summary information is estimated.*

BLOCK D | THE CHESHIRE HALL & BOUTIQUE VILLAGE

PHASE I & PHASE II



1. CHESHIRE HALL
Business



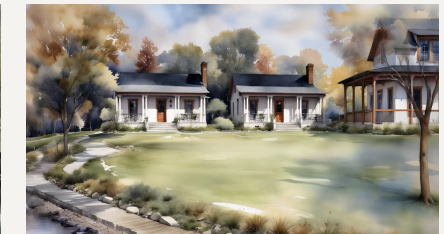
2. EVENT HALL
Business



3. WORK/LIVE BUILDING
Live/Work



4. CREEKSIDE COTTAGES
Cottage



THE CHESHIRE HALL

ACRES: .25
 PARKING: 5 SPACES
 NUMBER OF COMMERCIAL UNITS: 5
TOTAL SQUARE FOOTAGE: 3,755*

THE VILLAGE BOUTIQUE

ACRES: 1.25
 PARKING: 29 SPACES
 NUMBER OF COMMERCIAL UNITS: 10
 NUMBER OF LODGING UNITS: 18
TOTAL SQUARE FOOTAGE: 23,020*

**Block summary information is estimated.*

BLOCK E | THE EAST END PHASE I



1. LIVE/LIVE BUILDING
Apartment House



2. THE GARDEN SHOP
Live/Work

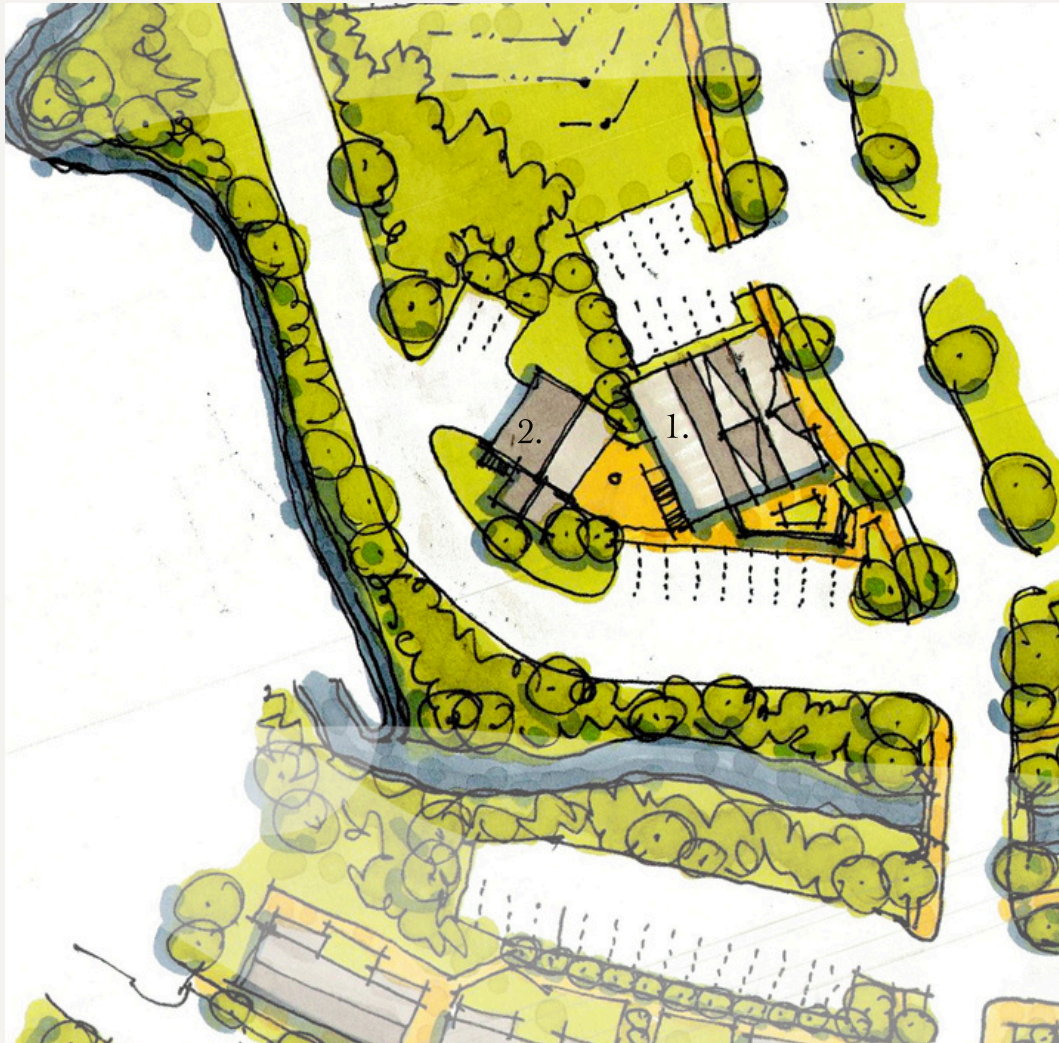


ACRES: 0.57
PARKING: 22 SPACES
NUMBER OF COMMERCIAL UNITS: 2
NUMBER OF LODGING UNITS: 10
TOTAL SQUARE FOOTAGE: 13,800*

**Block summary information is estimated.*

BLOCK F | THE OFFICE & OFFICE MATE

PHASE I & PHASE II



1. THE OFFICE
Business or Work/Live



2. THE OFFICE MATE
Cottage

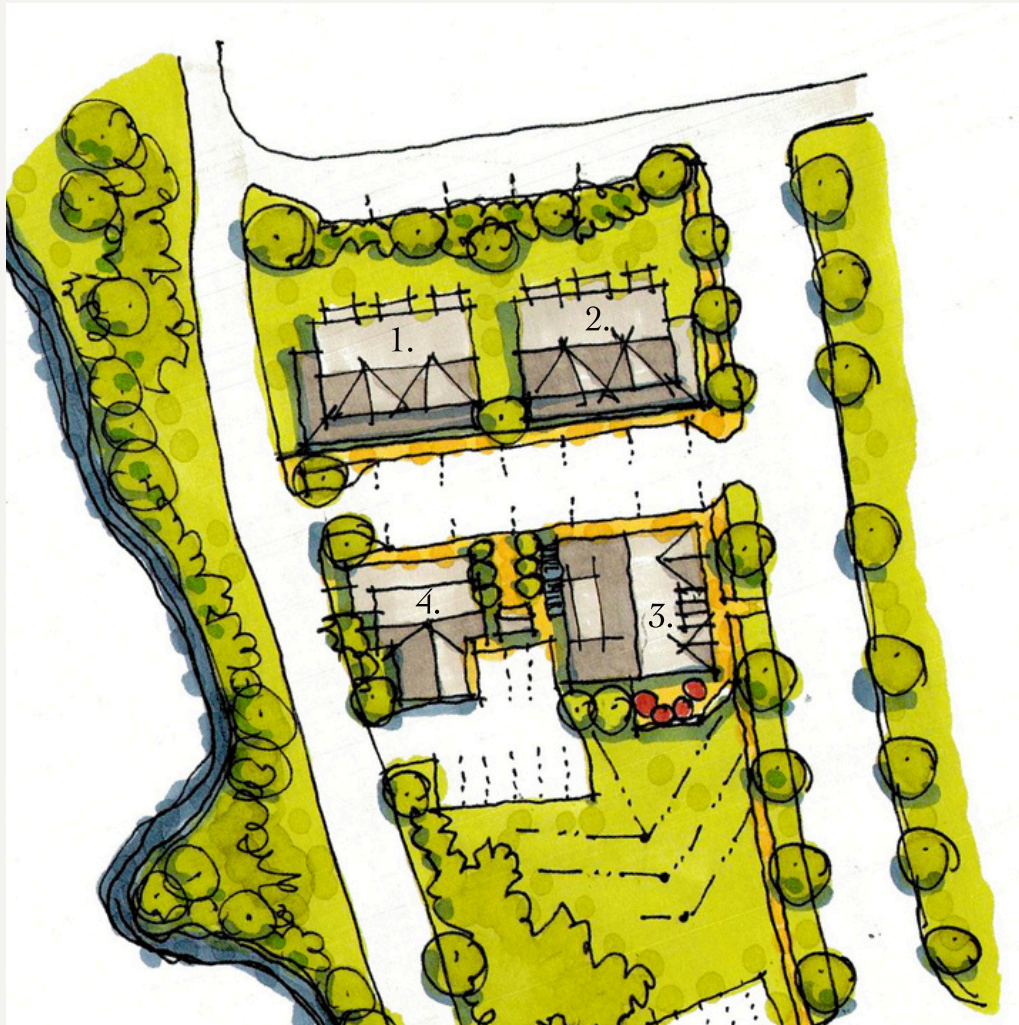


ACRES: 0.41
PARKING: 20 SPACES
NUMBER OF COMMERCIAL UNITS: 2
NUMBER OF LODGING UNITS: 2
TOTAL SQUARE FOOTAGE: 3,885*

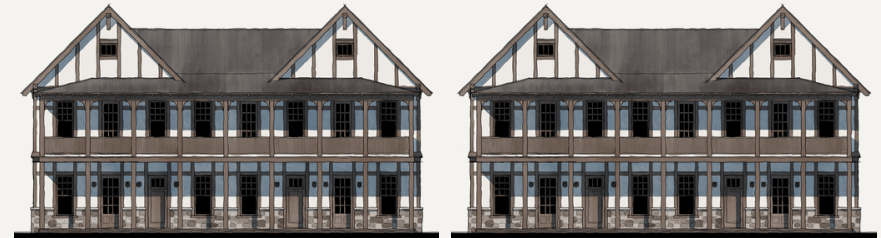
PARKING: 6 SPACES
NUMBER OF LODGING UNITS: 1
TOTAL SQUARE FOOTAGE: 2,000*

**Block summary information is estimated.*

BLOCK G | THE JACOBS LOFTS PHASE IV



1. & 2. JACOBS LOFTS SOUTH MULTI-FAMILY
Apartment House



3. JACOBS LOFTS SOUTH
Live/Work

4. SOUTH TRIPLEX
Apartment House



ACRES: 0.90
PARKING: 40 SPACES
NUMBER OF COMMERCIAL UNITS: 2
NUMBER OF LODGING UNITS: 15
CNC SPACES: 1
TOTAL SQUARE FOOTAGE: 14,272*

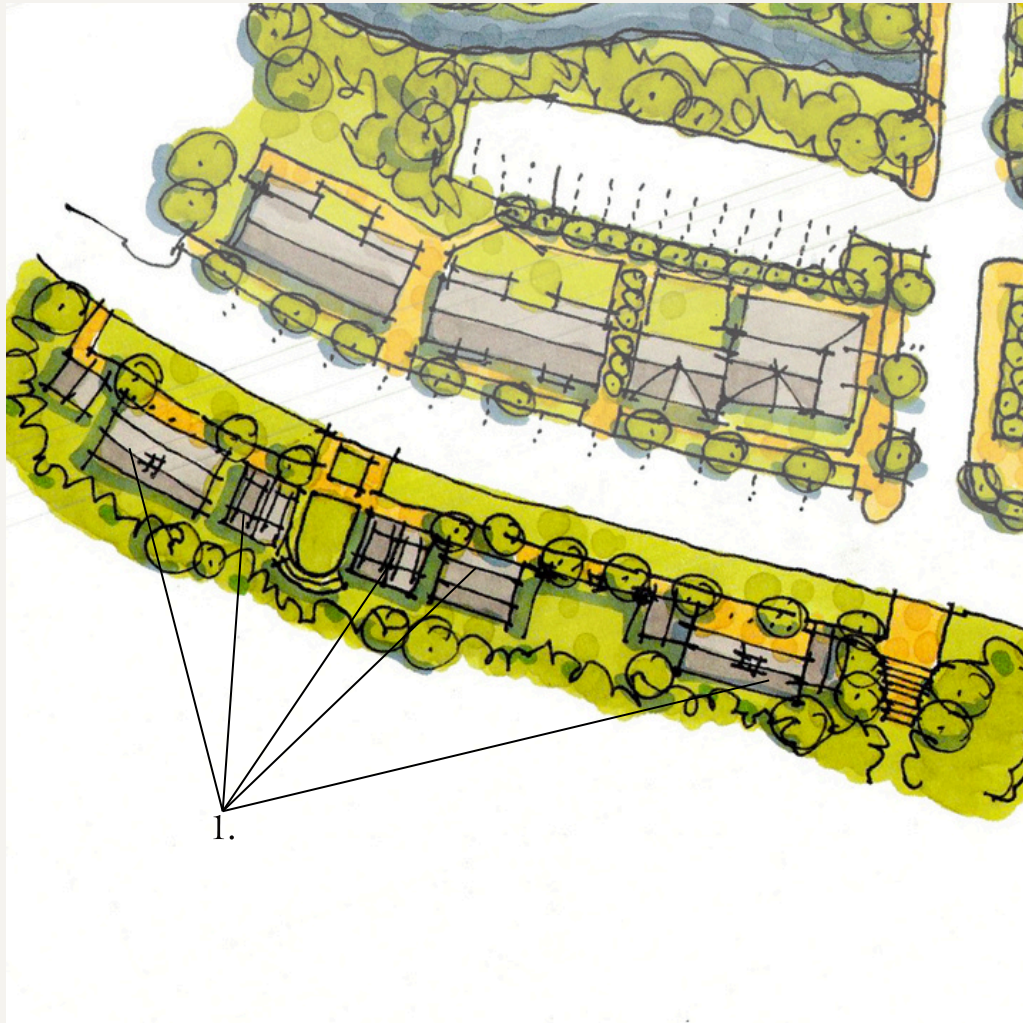
**Block summary information is estimated.*

BLOCK G | THE JACOBS LOFTS *PHASE IV*



BLOCK H | THE FARMERS MARKET

PHASE I

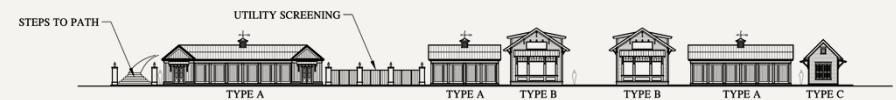


THE FARMERS MARKET

Business



1. FARM STANDS (ROW)



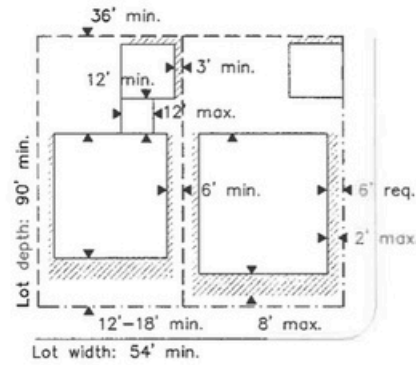
ACRES: 0.50
NUMBER OF COMMERCIAL UNITS: 10
TOTAL SQUARE FOOTAGE: 2,000*

*Block summary information is estimated.

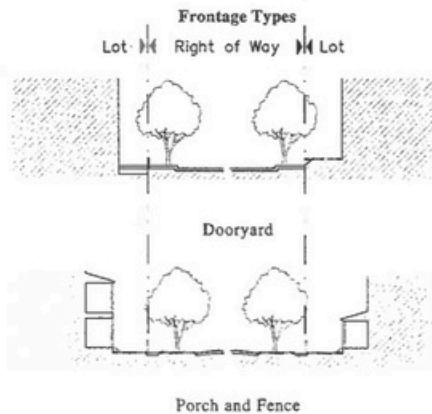
CODE PAGES

NEIGHBORHOOD GENERAL - HOUSE

A House is a single-family dwelling on its own lot. Within the Neighborhood General this type occupies lots a minimum of 60 feet in width by a minimum depth of 90 feet. The building setbacks measured from the lot lines shall be 12-18 feet from the frontage, 6 feet minimum from the side, and 36 feet minimum from the rear. Porches, stoops and balconies may encroach into the setbacks. An ancillary building containing a garage and/or apartment (not exceeding 500 square feet in footprint) is permitted in the rear yard. Buildings may be a maximum of two and one-half stories tall. A single-story structure of a maximum width of 12 feet may connect the house to the ancillary building. Rear parking may be served by driveways in the absence of an alley. Any structure having a footprint less than 250 Sq. feet is exempt from the height limit.



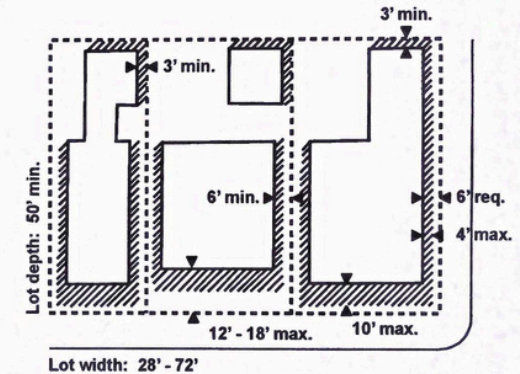
Lot size	60 ft. min. x 90 ft. min.
Setbacks	
at Building Frontage	12-18 ft.
at Building Side	6 ft. min.
at Building Rear	36 ft. min.
at Outbuilding Rear	3 ft. min.
Building Frontage at Setback	40% of lot width
Encroachments	
at Building Frontage	8 ft. max.
at Building Side	2 ft. max.
Height	2.5 stories max.
of First Floor above grade	2.5 ft. max.
Parking	2 sp per bldg., 1 sp per outbldg



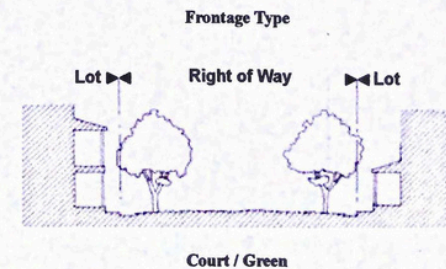
Urban Standards, General Zone

NEIGHBORHOOD GENERAL - COTTAGE

A Cottage is a single-family dwelling, smaller than a house, on a separate lot or sharing a lot with other cottages on a court. Within the Neighborhood General this type occupies lots 28 to 72 feet in width by a minimum depth of 50 feet. The principle building setbacks measured from the lot lines shall be 12 feet minimum from the frontage, 6 feet minimum from each side, and 3' minimum from the rear. Porches, stoops, and balconies may encroach into the setbacks. Principle buildings may be a maximum of two and one-half stories tall. An ancillary building containing a garage and/or apartment (not exceeding 500 square feet in footprint) is permitted in the rear yard. The ancillary building shall be setback 3 feet minimum from the alley. A single story structure of a maximum width of 12 feet may connect the house to the ancillary building. parking shall be provided at the rear of the lot and/or in a common parking area.

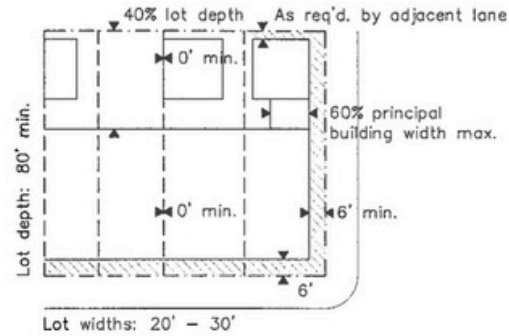


Lot size	28 x 50' ft. min.
Building Setbacks	
at Building Frontage	12 to 18 ft.
at Building Side	6 ft. min.
at Building Rear	3 ft. min.
at Outbuilding Rear	3 ft. min.
Building Frontage at setback	60% of lot width min.
Encroachments	
at Building Frontage	10 ft. max.
at Building Side	2 ft. max.
Height	2.5 stories max.
of First Floor above grade	2.5 ft. min.
Parking	1 sp per bldg., 1 sp per outbuilding



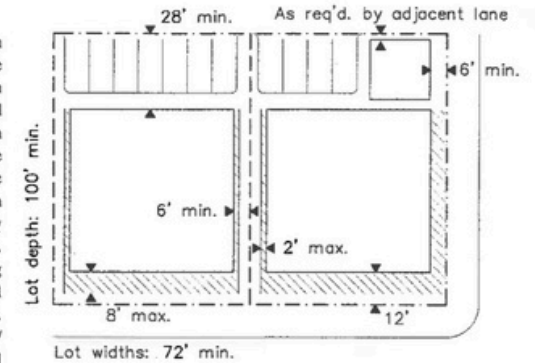
NEIGHBORHOOD CENTER - TOWNHOUSE

A **Townhouse** is a single-family attached residence on its own lot. Within the Neighborhood Center this type occupies lots that are a minimum of 20 feet in width by a minimum of 80 feet in depth. The setbacks to the principal building measured from the lot lines are 6 feet from the front, 0 feet from one side, 0 feet or 6 feet minimum from the other, and a minimum of 40% of the lot depth from the rear. The setback to the outbuilding and back building from the side lot lines is a minimum of 0 feet. The setback to the outbuilding from the rear lot line is the minimum required by the adjacent lane, if any. Porches, stoops, balconies, bay windows, and chimneys may encroach into the setbacks as shown. Back buildings may be a maximum of 60% of the width of the principal building. An outbuilding containing a garage and/or apartment (not exceeding 500 square feet in footprint) is permitted in the rear yard. Principal buildings may be a maximum of two and one-half stories in height. Outbuildings and back buildings may be a maximum of two stories in height. Garages and/or surface parking shall be provided in the rear yard and accessed from a lane.

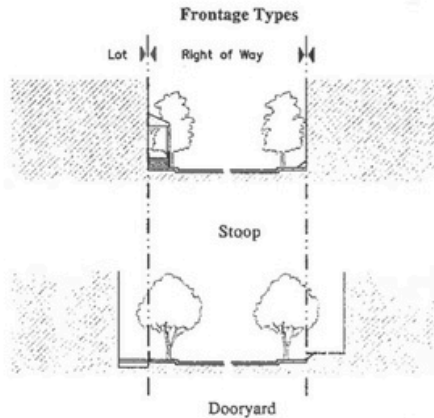


NEIGHBORHOOD CENTER - APARTMENT

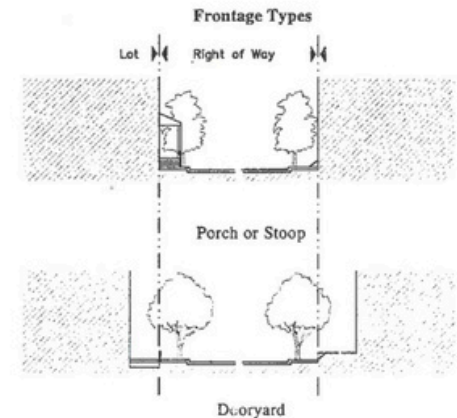
An **Apartment House** is a multi-family residence (sharing a common entrance) on its own lot. Within the Neighborhood Center this type occupies lots that are a minimum of 72 feet in width by a minimum of 100 feet in depth. The setbacks to the principal building measured from the lot lines are a maximum of 12 feet from the front, a minimum of 6 feet from each side, and a minimum of 28 feet from the rear. The setback to the outbuilding from the side lot lines is 3 feet. The setback to the outbuilding from the rear lot line is the minimum required by the adjacent lane, if any. Porches, stoops, balconies, bay windows, and chimneys may encroach into the setbacks as shown. An outbuilding containing a garage and/or apartment (not exceeding 500 square feet in footprint) is permitted in the rear yard. Principal buildings may be a maximum of two and one-half stories in height. Outbuildings may be a maximum of one story in height. Garages and/or surface parking shall be provided in the rear yard and accessed from a lane.



Lot size	20 ft. x 80 ft. min.
Setbacks	
at Building Frontage	6 ft. req.
at Building Side	0 ft. min.
at Building Rear	40% of the lot depth min.
at Outbuilding Rear	0 ft. min.
Building Frontage at Setback	70% of lot width
Encroachments	
at Building Frontage	6 ft. max.
at Building Side	-
Height	3 stories max.
of First Floor above grade	2.5 ft. req.
Parking	2 spaces per building

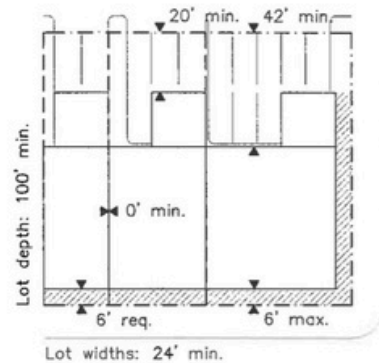


Lot size	72 ft. x 100 ft. min.
Setbacks	
at Building Frontage	12 ft. req.
at Building Side	6 ft. min.
at Building Rear	28 ft. min.
at Outbuilding Rear	6 ft. min.
Building Frontage at Setback	80% of lot width
Encroachments	
at Building Frontage	8 ft. max.
at Building Side	2 ft. max.
Height	3.5 stories max.
of First Floor above grade	2.5 ft. max.
Parking	2 spaces per building

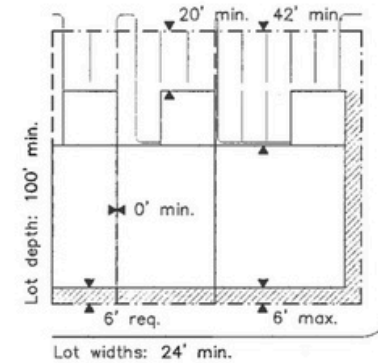


NEIGHBORHOOD CENTER - LIVE/WORK

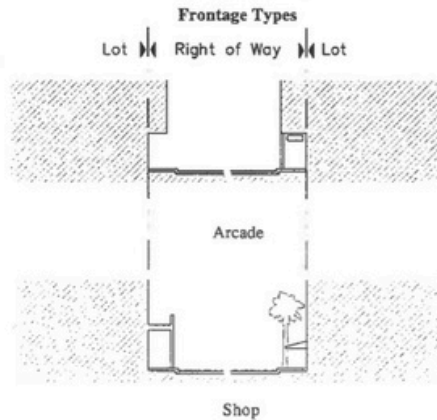
A Live/Work Building has one dwelling above a commercial loft. Live/Work buildings may share common walls on the side lot lines. Within the Neighborhood Center this type occupies lots 24 feet minimum in width by 100 feet minimum in depth. The building setbacks measured from the lot lines shall be 6 feet required from the frontage, 0 feet from a side and 42 feet minimum from the rear. Arcades, awnings, and canopies may encroach into the setbacks. Buildings may be a maximum of three stories tall and shall be entered at grade. Parking shall be provided at the back of the lot, and adjacent on-street parking shall be counted toward the parking requirement.



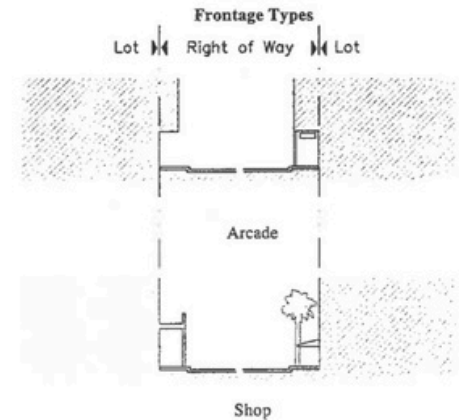
A Commercial Building has commercial use throughout. Within the Neighborhood Center this type occupies lots 24 feet minimum in width by 100 feet minimum in depth. The building setbacks measured from the lot lines shall be 6 feet required from the frontage, 0 feet minimum from a side and 42 feet minimum from the rear. Arcades, awnings, and canopies may encroach into the setbacks. Buildings may be a maximum of three stories tall and shall be entered at grade. Parking shall be provided at the rear of the lot, and adjacent on-street parking shall be counted toward the parking requirement.



Frontage Types	
Lot	Right of Way
Lot size	24 ft. x 100 ft. min.
Setbacks	
at Building Frontage	6 ft. req.
at Building Side	0 ft. min.
at Building Rear	42 ft. min.
at Outbuilding Rear	20 ft. min.
Building Frontage at Setback	80% of lot width
Encroachments	
at Building Frontage	6 ft. max.
at Building Side	
Height	
of First Floor above grade	0 ft. req.
Parking	4 spaces per building



Frontage Types	
Lot	Right of Way
Lot size	24 ft. x 100 ft. min.
Setbacks	
at Building Frontage	6 ft. req.
at Building Side	0 ft. min.
at Building Rear	42 ft. min.
at Outbuilding Rear	20 ft. min.
Building Frontage at Setback	80% of lot width
Encroachments	
at Building Frontage	6 ft. max.
at Building Side	
Height	
of First Floor above grade	0 ft. req.
Parking	4 spaces per building





ORDINANCE #

AN ORDINANCE TO AMEND THE VILLAGE OF CHESHIRE MASTER PLAN

WHEREAS, when the Town Council adopted the Town of Black Mountain Land Use Code, the Planning Board committed to reviewing these regulations in order to improve their application to our community and context; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160D-604, the members of the Planning Board find and determine that the adoption of the recommended amendment is consistent with the comprehensive plan and is reasonable in the public interest because it promotes future land use, a walkable and livable environment and a vibrant economy; and

WHEREAS, the Planning Board recommends, and the Town Council find, that the proposed amendment is consistent with current state regulations and find that the recommendation promotes the general welfare and is in keeping with good zoning practices.

NOW, THEREFORE, BE IT RESOLVED that the Village of Cheshire Master Plan be amended to show the proposed subdivision on land addressed as 14 Jane Jacobs Road.

READ, APPROVED AND ADOPTED this 13th day of October 2025, by a vote of _____ to _____.

C. Michael Sobol, Mayor

Josh M. Harrold, Town Manager

ATTEST:

Wesley M. Barker, Town Clerk



Two sheets (*Conceptual Town Center Plan Within Overall Master Plan*, and *Site Plan Within Zoning Area*) depict the full extent of TND-zoned parcels:

CONCEPTUAL TOWN CENTER PLAN WITHIN OVERALL MASTER PLAN

DESIGNED BY DUANY PLATER-ZYBERK & COMPANY AND ALLISON RAMSEY ARCHITECTS





THE VILLAGE OF CHESHIRE SITE PLAN WITHIN ZONING AREA



THE VILLAGE OF CHESHIRE

ANALYSIS

Section 4.7.11 [TND – Traditional Neighborhood Development (Master Planned)] is attached for reference.

Item **A** in Section 4.7.11.2 (Master Plan Required) explains how the TND zoning district is tied to a master plan approved by Town Council:

A master plan in compliance with TND design standards and the general provisions of the subdivision regulations shall be provided with any application to reclassify a property to TND zoning. A rezoning request for TND zoning is contingent upon the approval of a master plan; if a master plan is not approved for the property, then it reverts to its previous zoning classification(s). No use or development of any property located in a TND district shall be permitted until a master plan, showing the proposed uses and development of the property, has been approved by the town council, upon a recommendation made by the planning board. Once the master plan has been approved, the developer must follow the processes and regulations set forth in the Town of Black Mountain's Subdivision Regulations to proceed with development of the property.

Subsection 4.7.11.2 (E) (7) states that “approved master plans shall not be revised without re-submission through the approval process.” And subsection 4.7.11.2 (E) details the approval process, including the following two steps:

- Planning Board review of the revised master plan, in order to make a recommendation to Town Council



This step was completed at the August 25, 2025, Planning Board meeting. The Planning Board voted to recommend the revised master plan per the applicant making a few changes, one being:

Revise *Block A (The Work Building)*, *Block B (Dogwood Lane/HWY 9)*, *Block C (The Cheshire Inn Boutique)*, *Block D (The Cheshire Hall & Boutique Village)*, *Block E (The East End)*, *Block F (The Office & Office Mate)*, *Block G (The Jacobs Lofts)*, **and** *Block H (The Farmers Market)* by adding a north indicator, having the illustration be oriented north, and labelling streets.
(The edits are to be made to all of the sheets.)

- Public hearing held by Town Council

Subsection 4.7.11.2 (E) (8) of Chapter 4 states: “Once a master plan has been approved, the project may proceed through the major subdivision and permitting processes outlined in the subdivision regulations of chapter 3, with the master plan being considered as a preliminary plat.” And Section 3.2.1 (Conformance with Adopted Plans) of Chapter 3 (Subdivisions) states: “Subdivision plats shall conform to the adopted plans of the town. For subdivisions in traditional neighborhood development (TND) zoning districts or as part of special use permits (SUP), the plat shall conform to the approved master plan.”

The master plan is to be “in compliance with TND design standards and the general provisions of the subdivision regulations.”

The revised master plan aligns with the design standards (Section 4.7.11.5) in the following overall ways:

Neighborhood Form standards are reflected in various housing types, density toward the center, a variety of uses, and the apparent depiction of pedestrian/cycle paths. (Insufficient information is provided to be able to comment on the ‘variety of price ranges’ standard for housing.)

Lots and Buildings are shown with consistent build-to lines, in a street-facing manner.

Streets, Alleys and Pathways are depicted, including a hierarchy of street organization driven by function, size, capacity and design speed.

Parking that is removed from the street-facing side of structures, as well as on-street parking, is shown.

Landscaping is depicted throughout the portion of TND covered by the revised master plan, including trees within rights-of-way parallel to streets.

Requirements Concerning Sidewalks and Greenways commits development, at the time of permit application, to the provision of sidewalks or greenway easements shown on the Town’s pedestrian master plan, with a fee-in-lieu option.

The revised master plan does not appear to address the following design standard that’s in **Inclusion of Affordable Housing**: ten percent of units meet the affordable housing thresholds established by Buncombe County Community Development.



The revised master plan includes a sheet titled *Illustrative Boutique Plan*. As noted in the lower-left of the sheet, the *Illustrative Boutique Plan* covers the following parcels:

- 061930753300000 (an approximately 10.6-acre parcel)
- 061940256600000 (an approximately 0.5-acre parcel)
- 061931405900000 (an approximately .33-acre parcel)

This is the *Illustrative Boutique Plan*:



Design-related information can be found in area-specific depictions that are part of the revised master plan:

- *Block A (The Work Building)*
- *Block B (Dogwood Lane/HWY 9)*
- *Block C (The Cheshire Inn Boutique)*
- *Block D (The Cheshire Hall & Boutique Village)*
- *Block E (The East End)*
- *Block F (The Office & Office Mate)*
- *Block G (Jacobs Lofts)*
- *Block H (The Farmers Market)*



The revised master plan includes phasing information, with each of the area-specific depictions including phase information – phases **I, II, III,** and/or **IV**. The information and depiction of the phasing appears to align with the allowances and requirements for phasing stated in subsection 4.7.11.2 (D).

Three pages of the revised mater plan cover six “design code” standards (lot size, setbacks, building frontage at setback, encroachments, height, parking). The design code standards are the same as found in the original approved master plan (1998). The six standards are for:

Neighborhood General

- House
- Cottage

Neighborhood Center

- Townhouse
- Apartment
- Live/Work
- Shopfront (Commercial)

Item **B** in Section 4.7.11.2 (Master Plan Required) states that “all submissions for approval shall include an agreement and approval by the associated TND master association governing the overall development.” Two documents were submitted:

- **Cheshire’s Town Center Community Operating Agreement;** Part 1 contains the following overview:

CHESHIRE’S TOWN CENTER ASSOCIATION	
PURPOSE	Maintain and support the Neighborhood Commons, provide resources for Owners and help prevent or resolve conflicts between neighbors.
LEGAL STATUS	Nonprofit corporation
ENTITY	<u>Cheshire’s</u> Town Center Association, Inc.
MEMBERS	All individuals or entities owning Residential, Commercial or Civic Lots within Cheshire’s Town Center
PRIMARY SOURCE OF FUNDS	Assessments on Lots within Cheshire’s Town Center secured by real property lien.

On page 3, the document does not have the date and month lines filled in (the year is listed as 2019). And, on page 22, the signature and notary sections are blank.

- **Cheshire’s Town Center Association Declaration;** the *Statement of Purpose* states that the Town Center Association maintains all of the Association’s common elements, and notes a structure of committees and subzones.

On page 36, the signature and notary sections are blank. And, in **Exhibit A** (page A-1) and **Exhibit B** (page B-1), the documents do not have the plat and plat-recordation lines filled in.

(Note that item **B** explains how a “supplemental master declaration” is submitted as part of each phase’s design standards and restrictions.)



REPORT PREPARATION

This report was prepared by Planning Department staff member Russell Cate, Planner and Zoning Administrator, and reviewed by Michelle Kennedy, Planning Director.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: October 13, 2025

AGENDA SECTION: Public Hearing
DEPARTMENT: Planning & Development Services

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

SUGGESTED MOTION(S):

I move that we approve the proposed text amendment to Chapter 5, Section 5.17, Mobile Retail Vendors, to remove setback requirements and find that the proposed change is consistent with current state regulations and find that the recommendation promotes and protects the health, safety and welfare and is in keeping with good zoning practice.

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, the 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? N/A

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

ATTACHMENTS:

1. 25_10_13_ORDINANCE_MOBILE_RETAIL_VENDOR

ORDINANCE #

AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5.17.1, MOBILE RETAIL VENDORS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO REMOVE SETBACK REQUIREMENTS

WHEREAS, The Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community; and

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community.

WHEREAS, after notice duly given, a public hearing was held on October 6, 2025, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE BE IT RESOLVED that Chapter 5, Section 5.17.1, Mobile Retail Vendors, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

Chapter 5

Section 5.17.1 Mobile retail vendors.

B. Operating location and requirements.

1. Mobile retail vendors will operate only on private non-residential property with permission of the owner. No mobile retail vendors will operate on a public street, sidewalk, or right-of-way.

2. Mobile retail vendors will be allowed as a primary use or secondary use.
- ~~3. Mobile retail vendors will comply with the setback requirements for the zoning district in which the vendor is operating and, for purposes of setback regulations, will be treated as a building or structure. No mobile retail vendor will be parked closer than ten feet from a structure or other mobile retail vendor.~~
4. Each mobile retail vendor will have sufficient space to maneuver onto the lot and to allow for safe access by pedestrians and emergency response vehicles.
5. Sight triangles must be maintained in order to ensure visibility (see Section 4.4.6).

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 13th day of October 2025.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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

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

TITLE OF ITEM: Eagle Scout Project - Handicap Accessible Fishing Pier at Lake Tomahawk Park

SUGGESTED MOTION(S):
Approved as presented.

SUMMARY:

Eagle Scout candidate, Burkley Reece, has developed a project proposal to install a handicap fishing pier at Lake Tomahawk Park.

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. B Reece Eagle Scout Project Proposal

Fishing Pier Proposal

Lake Tomahawk Eagle Scout Project

(burkleyreece@gmail.com)

My name is Burkley Reece. I'm 15 years old and from Scout Troop 17. I am hoping to build a handicap-accessible fishing pier at Lake Tomahawk, near the tennis courts and the pavilion. I would like it to be able to hold 4 people in wheelchairs to comfortably fish with their families. It will be 24 feet by 10 feet. The railing will be 44 inches tall, and it will drop down by 10 inches to equal 34 inches, this is where the people in wheelchairs will fish. The deck of the dock will be level with the walking path so the people using it can get on it easily. The 12 pylons will be 6x6 posts. The piers will be installed at 5 feet per engineer guidelines. We will be using the existing paved walking path to make getting to the pier in a wheelchair easier. We will have to lower the lake level to give the team adequate room to work for this process. The total project cost is approximately \$4,718.17. I'm hoping to get supplies like lumber and screws donated to save money because that part makes up most of the cost. I will be fundraising money and buying all of the things that are not donated. I will be taping off the area when we are away from the property so that no one gets hurt or messes up the work we have completed. We will prebuild some parts of the project at the shop because it saves time, and it will help us finish the project with less time on-site. I have worked on the design and plans for this project with the help of Steve Landess, a Professional Civil Engineer with a specialty in Ocean Engineering.

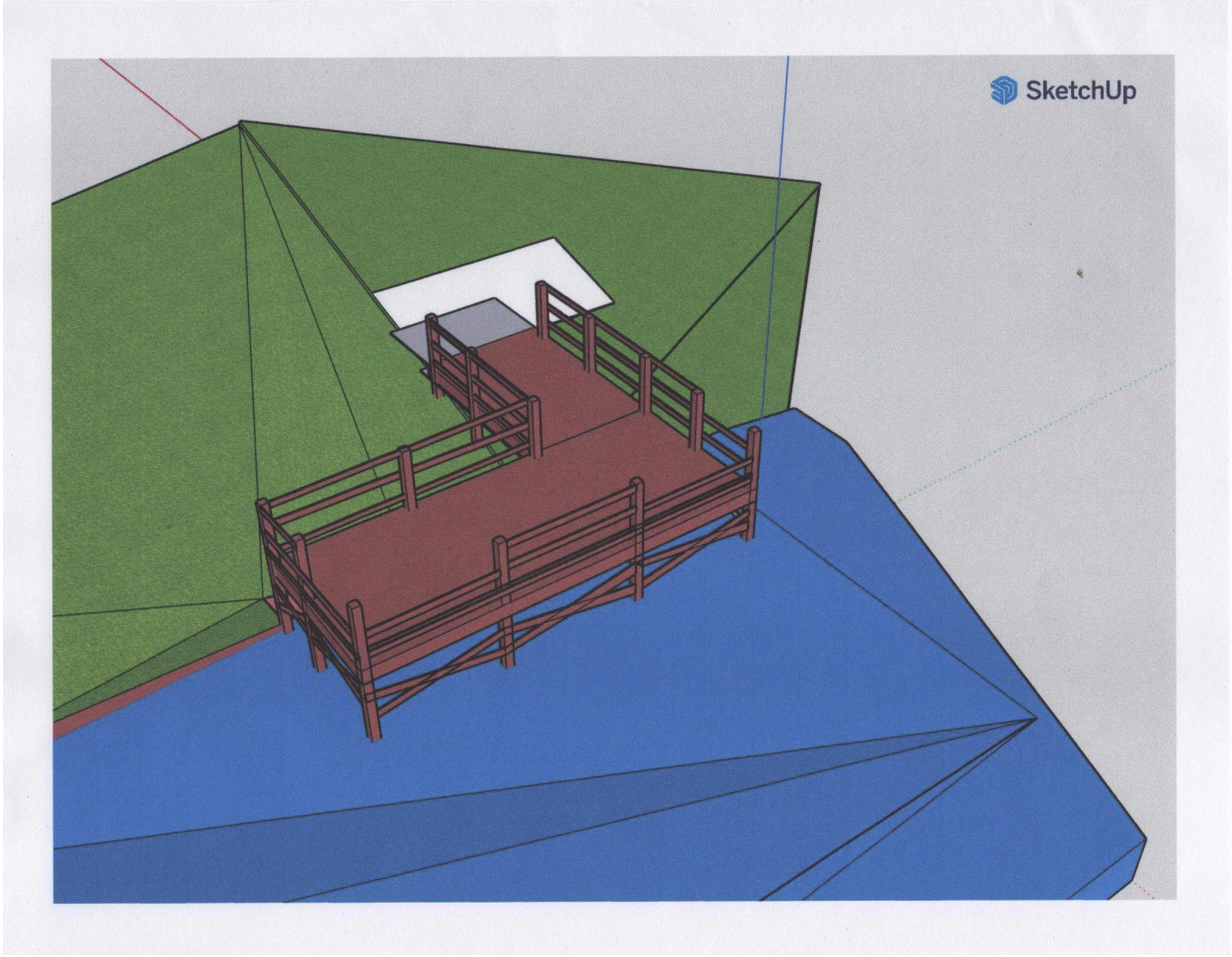
I want to build a fishing pier because I feel there is a need for it in Black Mountain. I feel that the town needs a pier at Lake Tomahawk because it will let Veterans, people in nursing homes and handicap

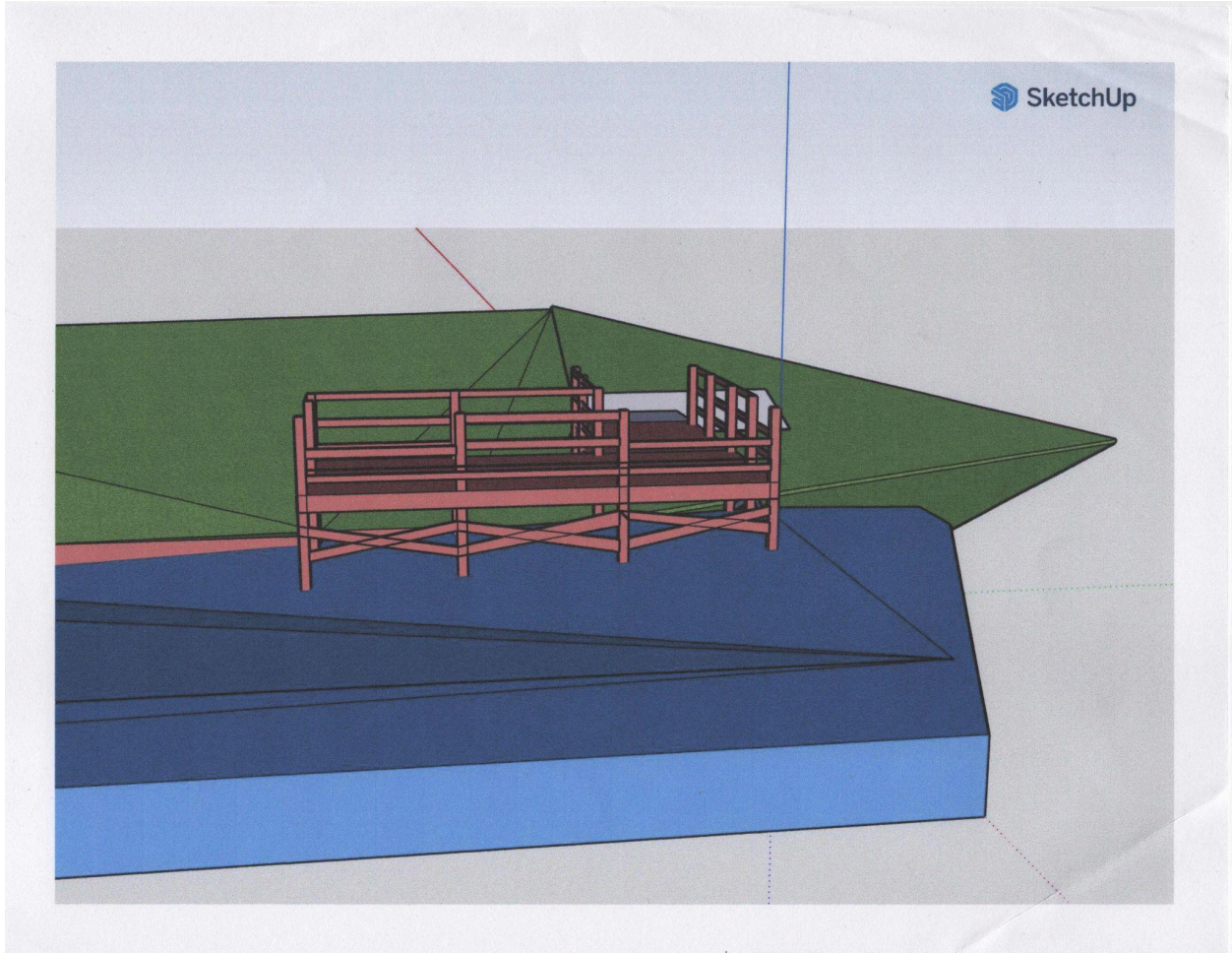
tourists and locals be able to fish and spend time with family and friends. According to www.census.gov approximately 34% of the population is 65 years of age or older, that makes approximately 1 in 3 residents in Black Mountain over the age of 65. Many people chose to come here during retirement. I believe this will help them be more comfortable during retirement. I'm building the pier because I want to be able to fish with my grandpa for longer. I also know that my other grandpa that died would love this idea and want to help me with it throughout the whole project. I understand that this will be a big project but I'm committed to seeing this through because I'm very excited about it.

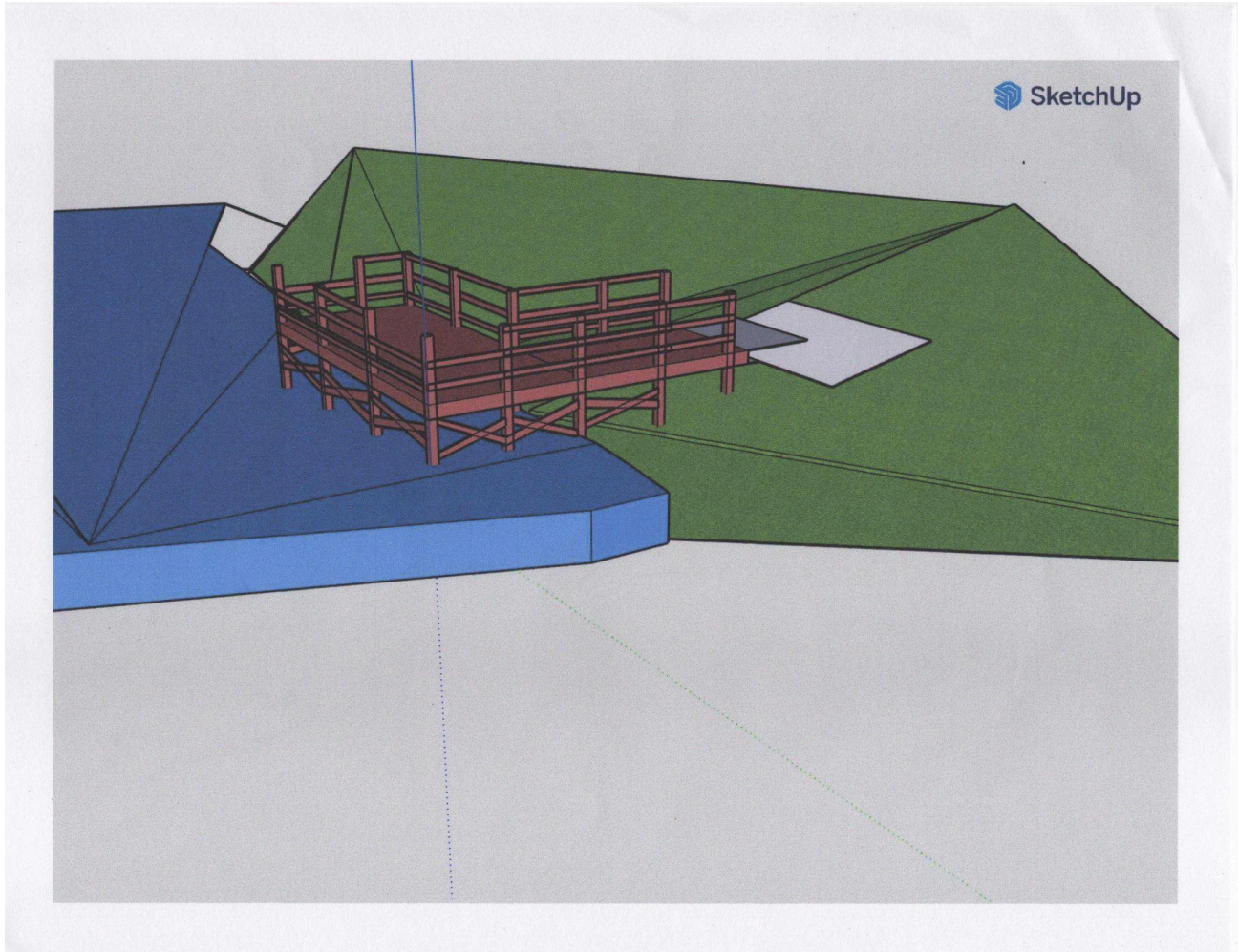
Click the link to see a 3D model of my project.

[Sketch Up Drawing of Lake Tomahawk Fishing Pier](#)

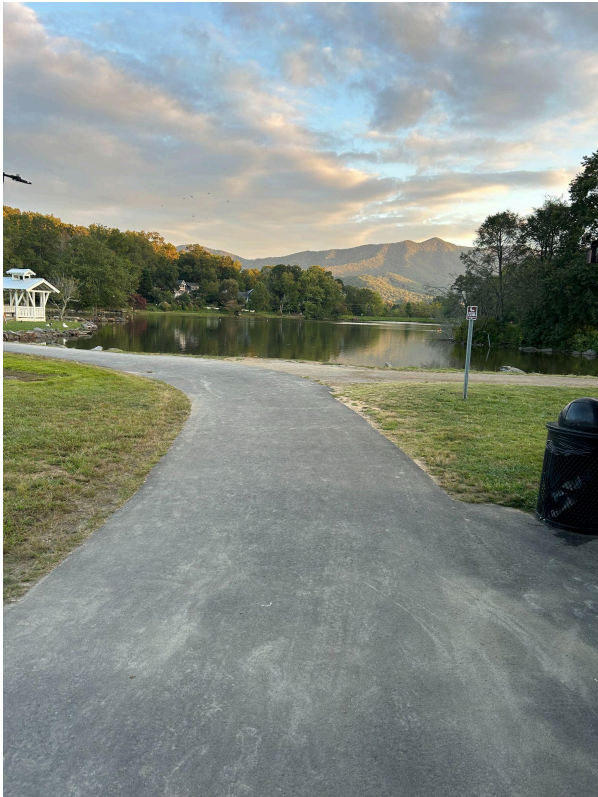
The following are pictures of what my project would look like completed.







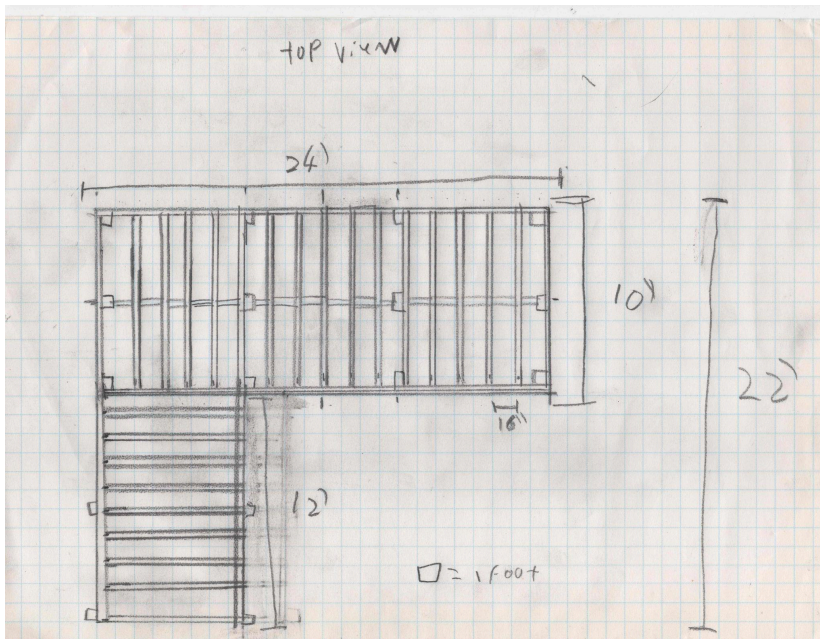
These pictures show where the dock will be located.



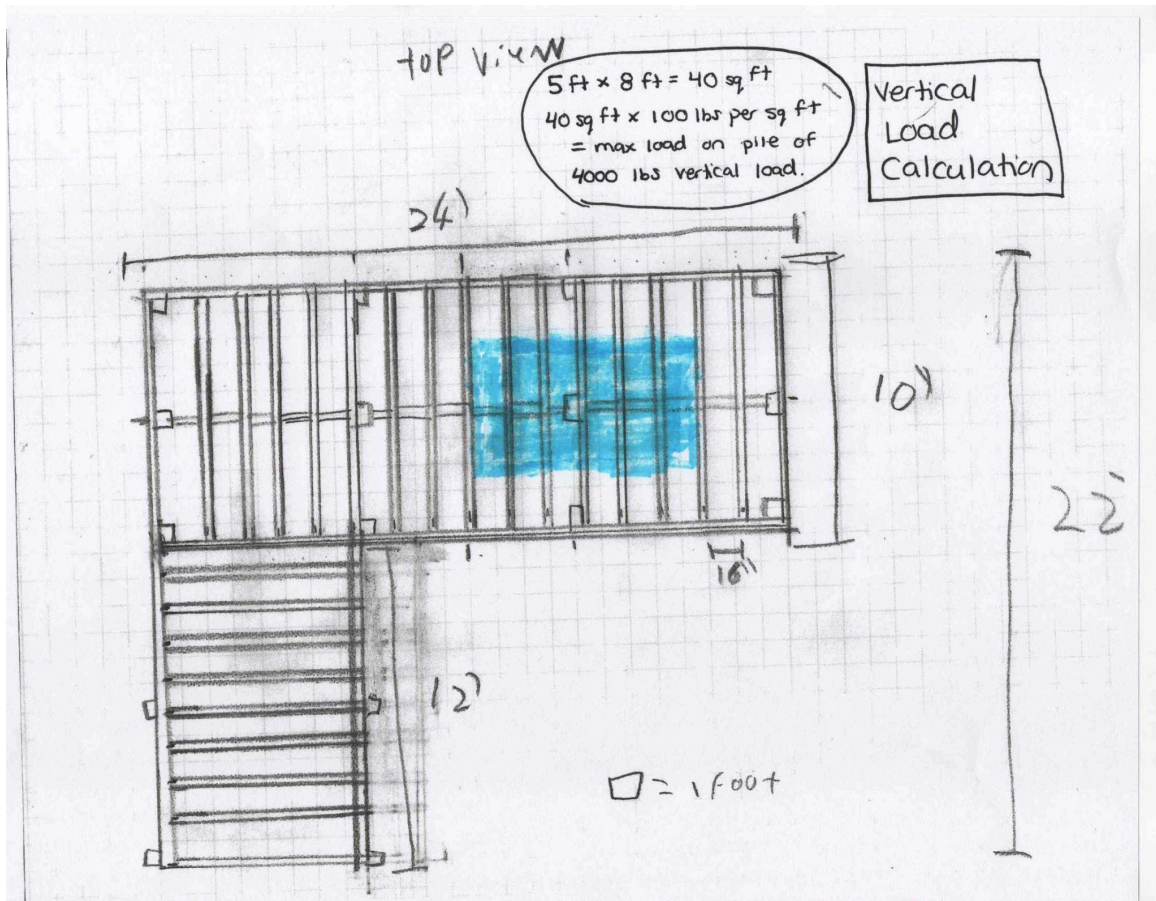
The following picture is a drone view of the location and size to scale of the fishing pier.



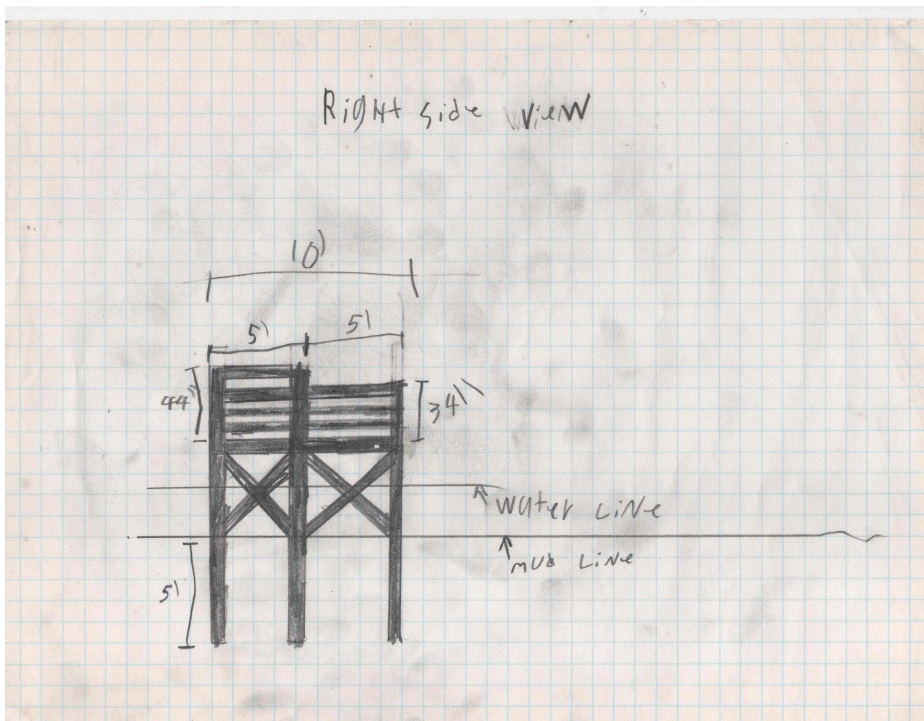
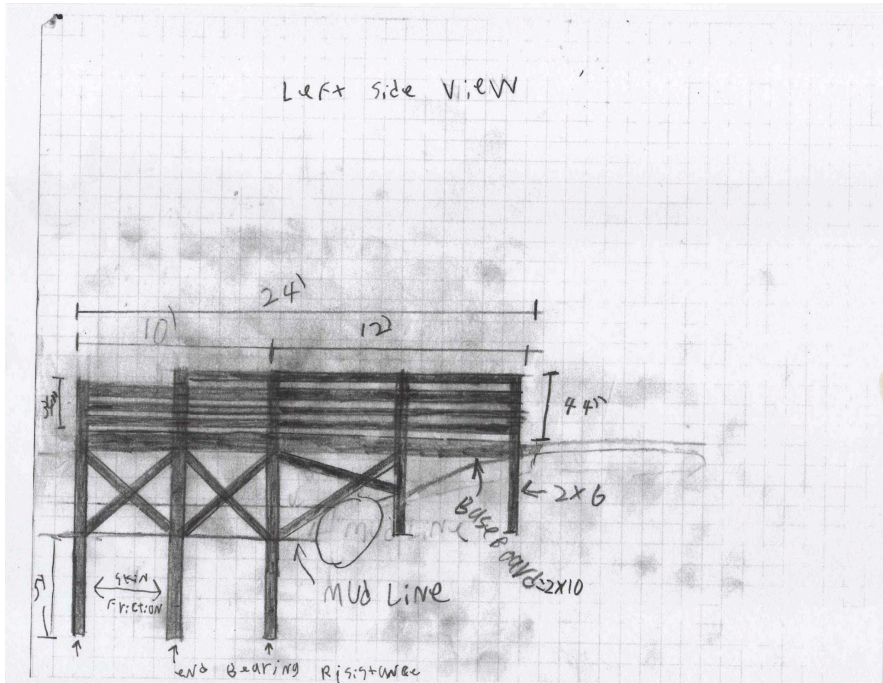
This is the top view technical drawing.

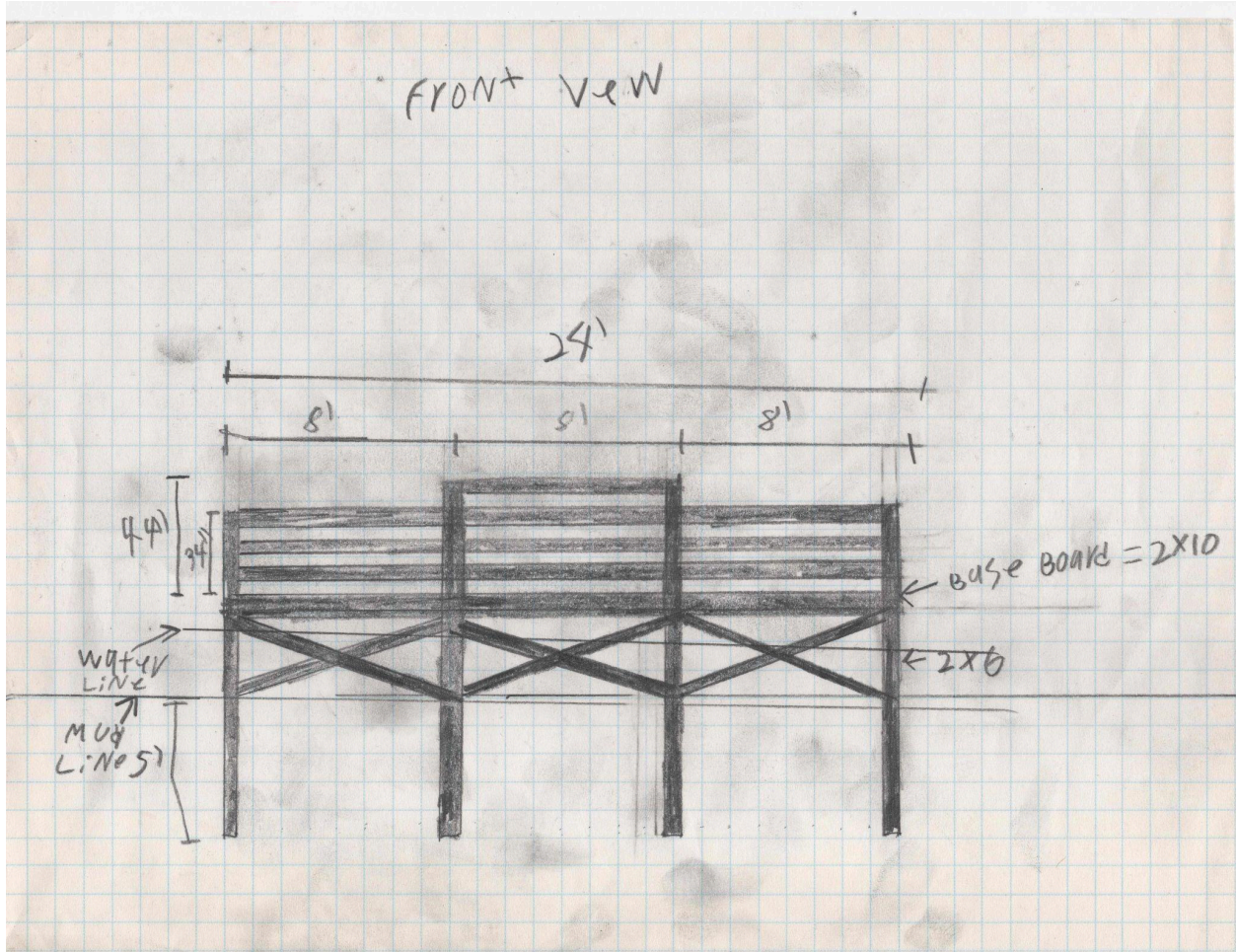


This image shows the vertical load calculation.



The remaining images are more views of technical drawings.





Pylons will be evaluated based on engineering and soil conditions. If the soil is soft, there will be 6 inches of gravel that will be packed on the bottom of each post hole, and we will pour and pack clay around the post.

Cost Estimate and Material List

How Many	Description	Dimension	Length	Cost per item	Total
8	framing	2x10	16	\$30	\$240
8	framing	2x10	8	\$12.00	\$96
24	framing	2x10	10	\$15	\$360
170	decking	2x6	8	\$8	\$1,360
35	temporary bracing	2x4	8	\$4	\$140
4	post for ramp	4x4	6	\$9	\$36
45		joist hanger		\$3	\$135
26	hardware	1x8 bolts		\$14	\$364
12	piling	6x6	16	\$35	\$420
29	hardware	nut		\$1.08	\$31.32
29	hardware	washer		\$1.08	\$31.32
1	hardware	box or deck screws	25 pound box	\$115	\$115
3	hardware	joist hanger screws	3 pound box	\$15	\$45
1 box	supplies	contractor bags		\$30	\$30
4	supplies	rubber boots		\$25	\$100
20	supplies	safety glasses		\$2	\$40
24	supplies	1 pk 12 gloves		\$10	\$20
3	Equipment Rental for 3 days	auger rental for one day		\$100	\$300
1	supplies	5 galon of mixed gasoline		\$25	\$25
8	Plywood for walking on mud lake bed	8 ft	4 ft	\$15	\$120
	estimated total price for materials				\$4,008.64
	adding 10 percent to account for fluctuations in building cost prices				\$400.86
				Subtotal	\$4,409.50
				Tax	\$308.67
				TOTAL ESTIMATED COST	\$4,718.17

I hope that you will consider this project for the benefit of the town.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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

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

TITLE OF ITEM: Bee City USA Asheville Butterfly Trail Station at Veterans Park

SUGGESTED MOTION(S):

Approve the proposal and MOU.

SUMMARY:

Bee City USA, Asheville, has an established butterfly trail with multiple education stations and artistic statues in Buncombe County. They are proposing adding a stop on the trail in Black Mountain, specifically, the south side of Veterans Park, to be incorporated with the pollinator gardens and monarch waystations.

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. Presentation to Town of Black Mountain 10-13-25
2. Asheville Butterfly Trail Specs
3. IMG_3938
4. IMG_3943
5. 8-12-25 Asheville Butterfly Trail MOA for Host
6. R-25-65_Resolution for Participation in AVL Butterfly Trail via Bee City USA-AVL_placement in Veterans Park_2025.10.13



ASHEVILLE BUTTERFLY TRAIL

A Pollinator Conservation Initiative of Bee City USA - Asheville

<https://beecityasheville.org/avl-butterfly-trail>



Thanks to the Black Mountain Town Council and Emily Sampson (Patchwork Meadows) for supporting the creation of a monarch waystation at Veterans Park where monarchs migrate through each fall.

Bee City USA-Asheville requests permission to place a monarch Trail station near the milkweed meadow to showcase ideal habitat for reversing their declines.



Photo: Renee Caldwell

Approximate local journal entry from turn of 20th century:
"The skies were black today with migrating monarchs."

The Plan:

WHO: The Asheville Butterfly Trail, an initiative of Bee City USA-Asheville

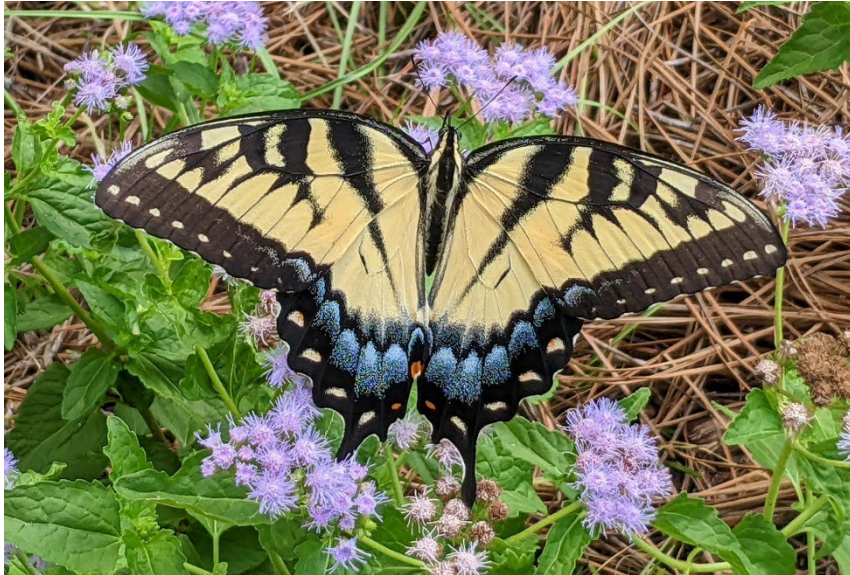
WHAT: 10-15 Butterfly Trail Stations

Each station features a human-sized WNC native butterfly along with its native host plant(s) on site.

WHERE: Across **Buncombe County, North Carolina** including Black Mountain and Weaverville.

WHEN: 4 Stations are live already! The 5th Station will be installed in November. More Stations on the way as funding allows.





WHY?

The Asheville Butterfly Trail provides a fun, free, engaging and educational activity for local community members, school children, and for tourists visiting the area.

Each selfie-encouraging Trail Station invites folks into the world of pollinator conservation – including the essential part pollinators play in sustaining the natural world, why creating pollinator habitat is so vital, and the important relationship between native plants and pollinators.

Educational signage provides immediate information and fun facts about the butterfly – with QR codes leading to our website for a deeper understanding of that butterfly and the importance of pollinator conservation in general.

Station 1

Butterfly:
Eastern Tiger Swallowtail

Thanks to our Sponsor:
Asheville Chamber of Commerce

Location:
Asheville Visitor Center,
36 Montford Ave. Asheville

Installed:
July 2024

Dedicated:
August 29, 2024





ASHEVILLE BUTTERFLY TRAIL

An Initiative of Bee City USA - Asheville

EASTERN TIGER SWALLOWTAIL

Papilio glaucus



beecityasheville.org

Scan this QR code to download the map, passport, and coloring book, and explore the Trail.

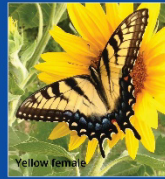


Male & Female Forms



Male

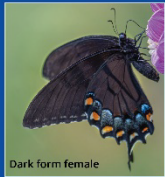
Males generally have a fully yellow and black pattern on their hindwings. They lack the blue scales displayed by females.



Yellow female

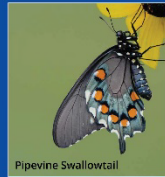
Photo: Pete Dixon

Females have a second, dark form, that seems to mimic the Pipevine Swallowtail. This only occurs within the Pipevine's breeding range.



Dark form female

This mimicry is probably to deceive predators into thinking they carry distasteful toxins from the pipevine plant.



Pipevine Swallowtail

Photo: Doug Talkery

Average Wingspan

4.5 inches

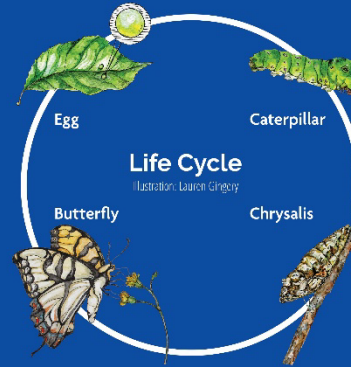
Actual size shown here



Distribution



Look for them between March and October in Western North Carolina where they typically have two generations per year.



Life Cycle

Illustration: Lauren Gieger

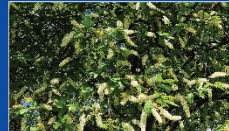
Common Host Plants

Adult butterflies drink nectar from a wide variety of flowers. As caterpillars, they are picky eaters and only eat the leaves of specific host plants.

Sweetbay Magnolia Tree
Magnolia virginiana



Wild Black Cherry Tree
Prunus serotina



Tulip Poplar Tree
Liriodendron tulipifera



Fun Facts

- It is the state butterfly of North Carolina, South Carolina, Georgia, Alabama, and more.
- Tiger Swallowtails are among the largest butterflies in the USA.
- There is a larger look-alike in Western North Carolina known as the Appalachian Tiger Swallowtail.
- The Eastern Tiger Swallowtail is the prime pollinator of Flame Azaleas. As they drink azalea nectar, they hover and flap their wings, attaching pollen grains to their wing scales which pollinate the next Flame Azalea flowers they visit.



Flame Azalea
Rhododendron canadense

Caterpillar Superpowers

Tiger Swallowtail caterpillars have 5 ways to protect themselves!

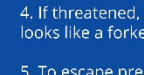


Photo: Jeug alimy

1. After hatching they roll up in a leaf to hide.



2. Young caterpillars resemble brown and white bird poop. Who wants to eat that?



3. Later, they turn bright green and have false eyespots on an outsized head to look like a snake!

4. If threatened, they project their orange osmeterium (that looks like a forked tongue) that releases disgusting chemicals.

5. To escape predators they can literally hang by a thread they spun!



Photo: Sam Jaffe and The Caterpillar Lab

Thanks to Our Sponsor!



Sign design by Soraja's Booscaping

Station 2: Gulf Fritillary

Thanks to our Sponsor:
Reems Creek Nursery

Location:
Reems Creek Nursery
76 Monticello Rd. Weaverville

Installed:
July 2024

Dedicated:
Sept. 12, 2024



Scottie Harris, Weaverville Town Manager
(formerly Director of Fire Department)



GULF FRITILLARY

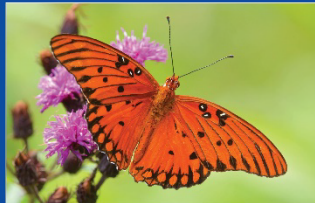
Agraulis vanillae



Scan this QR code to download the map, passport, and coloring book, and explore the Trail.

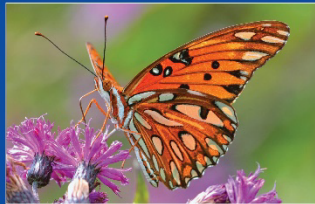


Adult Butterfly



Males (shown here) have longer and more pointed forewings.

Females are usually larger, with a slightly darker color and deeper markings.



The under (ventral) wings of both sexes are different from the top (dorsal) wings, presumably for camouflage while perching with wings closed.

Photo: Kacze and below: Sharon Mammoss

Average Wingspan

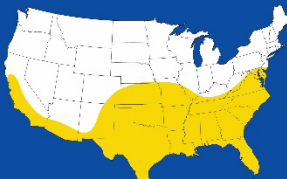
Actual size shown here

— 3.5 inches —

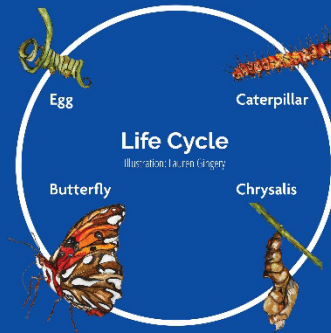


Thanks to Dr. Matt Bertone, North Carolina State University, for his photo of the giant wings!

Distribution



They have multiple generations each year. In WNC, we may see them from May to the first hard freeze.



Caterpillar Host Plants

Gulf Fritillaries lay their eggs on all Passionflower species including two that are native to Western North Carolina.

The leaves and vines of the Passionflower plant are the sole food of Gulf Fritillary caterpillars, but adult butterflies drink nectar from a wide variety of flowers.

Purple Passionflower
Passiflora incarnata



Photo: Ruth Gonzalez

Yellow Passionflower
Passiflora lutea



Photo: Debi Jones

Fun Facts

• Monarchs aren't the only butterflies that migrate! Gulf Fritillaries migrate north to the southeastern U.S. in spring to breed, and their offspring migrate as far south as South America in late summer and early fall to overwinter. Unlike Monarchs, individuals only migrate one direction, not both.

• They are members of the Brush-Footed Butterfly group (Nymphalidae). Do you see the short, brushy legs next to their eyes? They are on either side of the curled orange proboscis, or "tongue."



Photo: Sharon Mammoss

Those "hairs" ("setae") are used for smelling and tasting, which is useful for ensuring they are laying their eggs on Passionvine!

Superpowers

• Their brown chrysalis fools predators by passing as an unappetizing dead leaf!

• To trick predators, Gulf Fritillary caterpillars (as seen below) have spikes along their body. They look scary, but they are harmless.

• As adults, their bright orange and black colors are a warning signal to vertebrate predators. They can also release a stinky fluid from special abdominal glands to keep predators at bay.



Photo: Heather Bergman

Thanks to Our Sponsor!



Sign-ups only by Swiggly's Rescuing.

Station 3: Common Buckeye



Thanks to our Sponsors:

Suzanne Wodek, in loving memory of her father, **Robert J. Parr**

The Glass Foundation, Inc.

Liz Lesesne, in loving memory of her mother, **Sarah Frances Brodie Lesesne**

Location:

UNCA – Glenn’s Creek Greenway

Installation:

Feb. 17, 2024

Dedication:

May 6, 2025



A Pollinator Conservation Initiative of Bee City USA - Asheville

COMMON BUCKEYE

Junonia coenia



beecityasheville.org

Scan this QR code to download the map, passport, and coloring book, and sign the guestbook.



Adult Butterfly



Native Americans noticed the resemblance of the butterfly's wing eyespots to male deer's eyes, and gave it the name Buckeye.



Photo Above and Below: Pete Dixon

As they sip nectar, adult butterflies carry pollen from flower to flower.

Average Wingspan

Actual size shown here

— 2 inches —



Become a butterfly - take a photo in front of the wings!

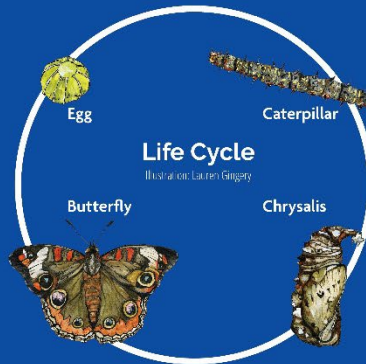
Thanks to Dr. Matt Bertone of North Carolina State University for providing a perfect photo to match the giant wings.

Distribution



In Western North Carolina, Buckeyes produce multiple generations annually, emerging from May to October.

They migrate south in the fall and their offspring fly north to breed the following year.

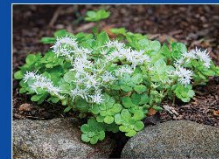


Caterpillar Host Plants

The Common Buckeye lays a single green egg on the upper side of the leaves of many local native species.

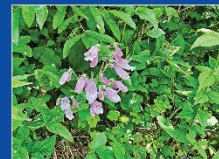
However, the plantain family is their favorite, including nonnative snapdragons and the European plantain that plagues lawn enthusiasts as a weed.

Woodland Stonecrop *Sedum ternatum*



Succulent ground cover that hosts Buckeye and Variegated Fritillary caterpillars. It is tolerant of shade, rabbits, and deer.

Appalachian Beardtongue *Penstemon canescens*



The leaves of Penstemon provide food for Buckeye caterpillars, but the nectar of the flowers is out of reach for their butterflies' tongues.

Photo: Penny Longhurst

Fun Facts

- With a brief adult lifespan of 6-20 days, territorial male Buckeyes guard areas of bare ground or low nectar plants, waiting to mate with females. The female (on right) is larger than the male.
- The Buckeyes above emerged in summer, so the underside of their wings is brown to tan. If they emerge in autumn, it's deep rosy brown.



Photo: Pete Dixon



Photo: David Haerter

Superpowers

- Eyespots on the wings intimidate predators by making them look like larger animals.
- Predators avoid Buckeye caterpillars thanks to their diet of plants loaded with toxic iridoid glycoside chemicals and their scary (but harmless) spikes.
- When a caterpillar transforms into a butterfly, its three pairs of true legs develop into adult legs, while its prolegs completely disappear.



Photo: Judy Gallagher

Thanks to Our Sponsors!

Suzanne Wade,
in loving memory
of her father,
Robert J. Parr



Liz Lesesne,
in loving memory
of her mother,
Sarah Frances
Brodie Lesesne

Site design by Spriggy's Beekeeping

Station 4: Summer Azure



Thanks to our Sponsors:
Carmody-Peterson Family

Location:
Audubon Bird Sanctuary at Beaver
Lake, Merrimon Ave., Asheville

Installation:
July 28, 2025

Dedication:
September 28, 2025

Coming soon--Station 5: Red-Spotted Purple



Thanks to our Sponsors:
Town of Weaverville
Futch Family Foundation

Location:
11 North Main Street, Weaverville

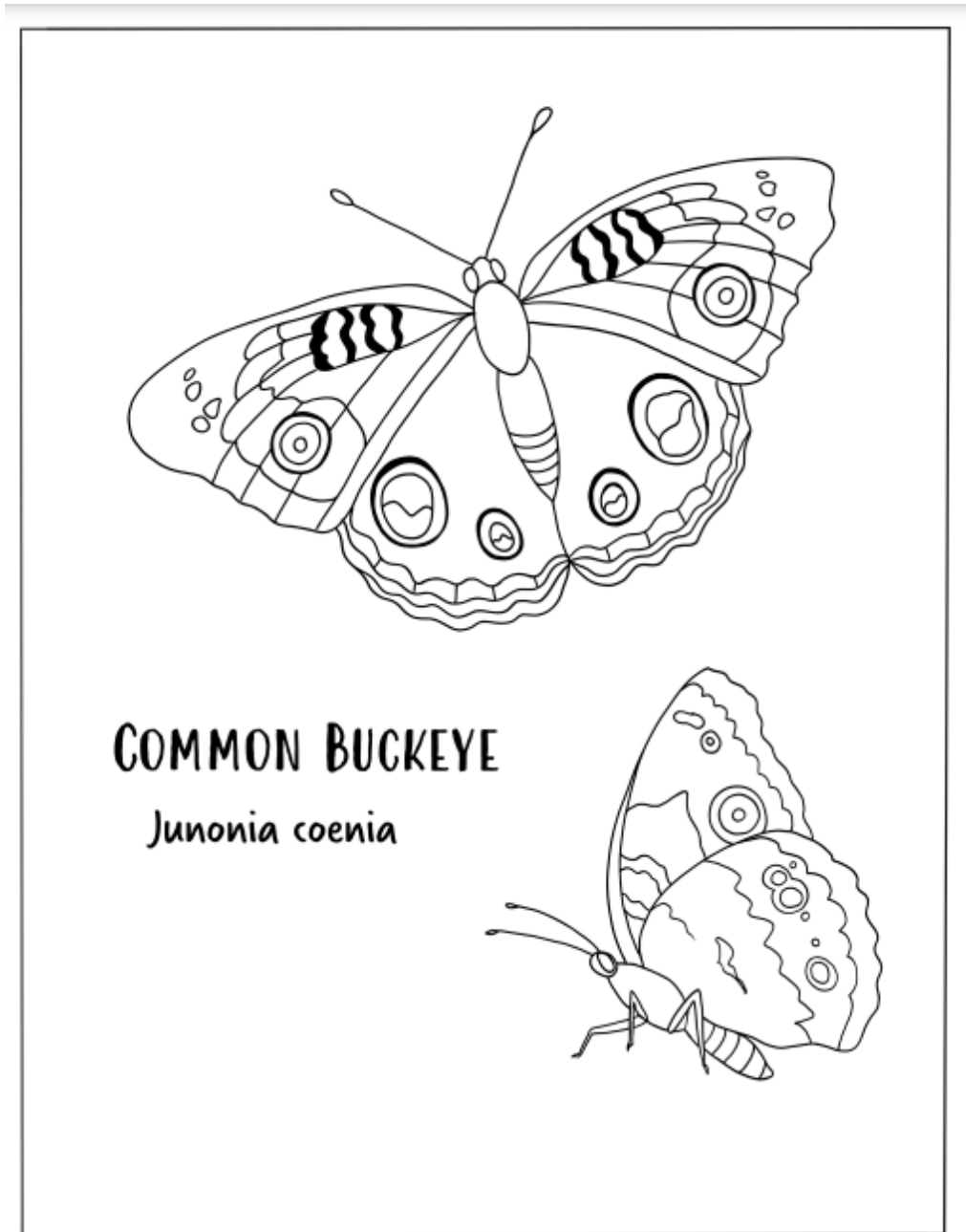
Installation:
November, 2025

Dedication:
_____, 2025

Photo: Pete Dixon

Downloads:

- **Coloring Book**
- **Trail Map (coming soon)**



Coloring Book page by Nina Veteto

Special Thanks to:

Hocking Hills Butterfly Trail



Dr. Matt Bertone, NCSU, Director of NC State's Plant Disease and Insect Clinic, for the large-file specimen photos that allow the giant wings to shine.

Asheville Butterfly Trail Committee Members:

Renee Caldwell, Paula Caycedo, Virginia Currie, Ruth Gonzalez, Cathy Davenport, and Nina Veteto, April Boone, Phyllis Stiles



Sharon Mammoser and **Pete Dixon** and many other photographers, both local and distant, for the use of their fabulous photos.



Amy Landers for our inspiring website design.



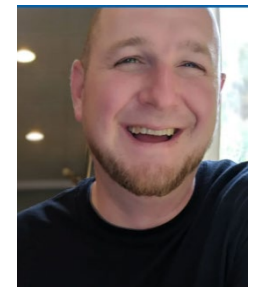
Jill Jacobs for the design of our educational signage.

Huge thanks for the generous support of the **Trail Station Sponsors** and to the sustaining help from the donors to the **Friends of the Asheville Butterfly Trail!**

UNC-Asheville's NEMA team for their extensive research on the individual butterflies, and **Lauren Gingery** for her exquisite illustrations of the butterfly life cycles.

Barbara Anuzis for her expert butterfly, caterpillar, and host plant research to get the Trail started.

Super Rob, The Super Sign Guy, for wing and sign production and installation.



Proposed Veterans Park Trail Station

Siting considerations:

- close to monarch meadow
- accessible to parking
- NOT in disc golf fairway
- With clear signage directing visitors to park in Community Garden lot and walk over to Trail station.

Funding considerations @ \$15,000:

\$5000—design, production, installation

\$5000—stewardship (payable @ \$1000/yr X 5 yrs)

\$5000—project coordinator fund

Good News! Beatrice MacQueen pledged \$5000 in memory of her sister.



THANKS!

- Josh Henderson, BM Recreation & Parks Director
- Emily Sampson, Black Mountain Monarch Waystations
- Leonora Stephanile, Dr. John Wilson Community Garden

They met with disc golf community leaders to determine best possible placements.



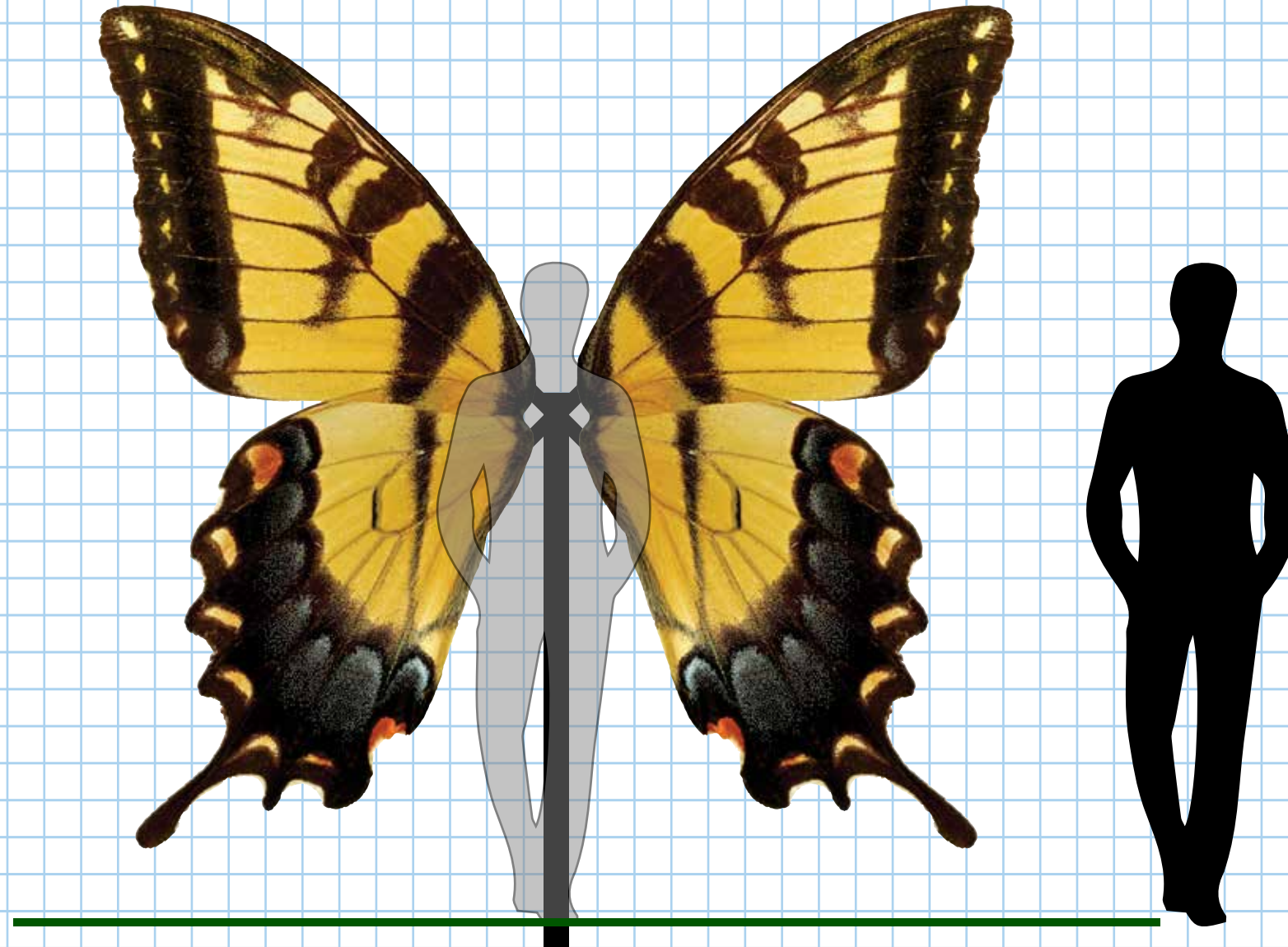
**Thank you for considering a Trail Station at
Black Mountain's Veterans Park!**

QUESTIONS?

**Phyllis Stiles, Chair, Bee City USA-Asheville
info@beecityasheville.org**

COMPOSITION

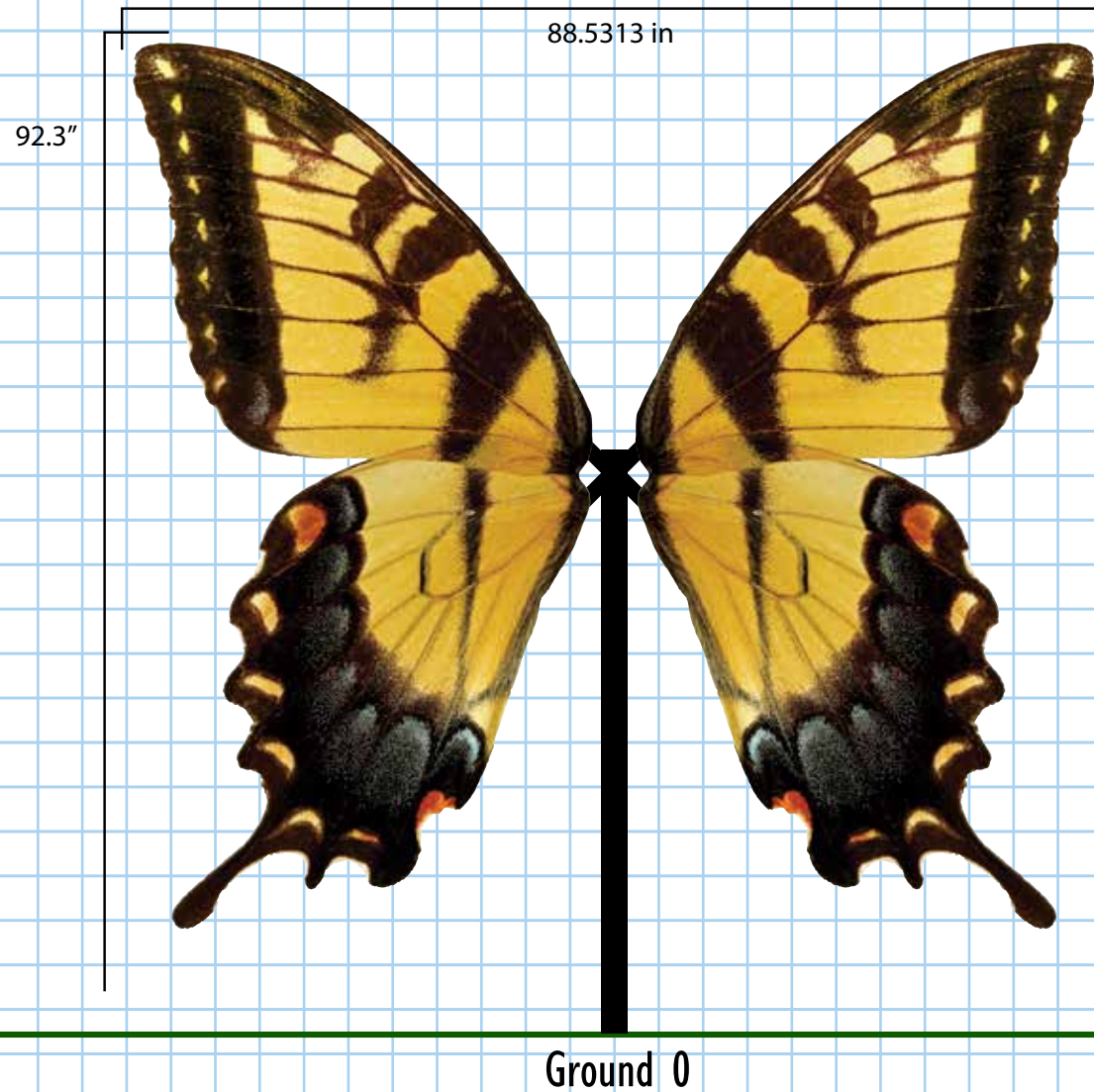
Butterfly Wing Interactive Display



ELEVATIONS

SIGN TYPE

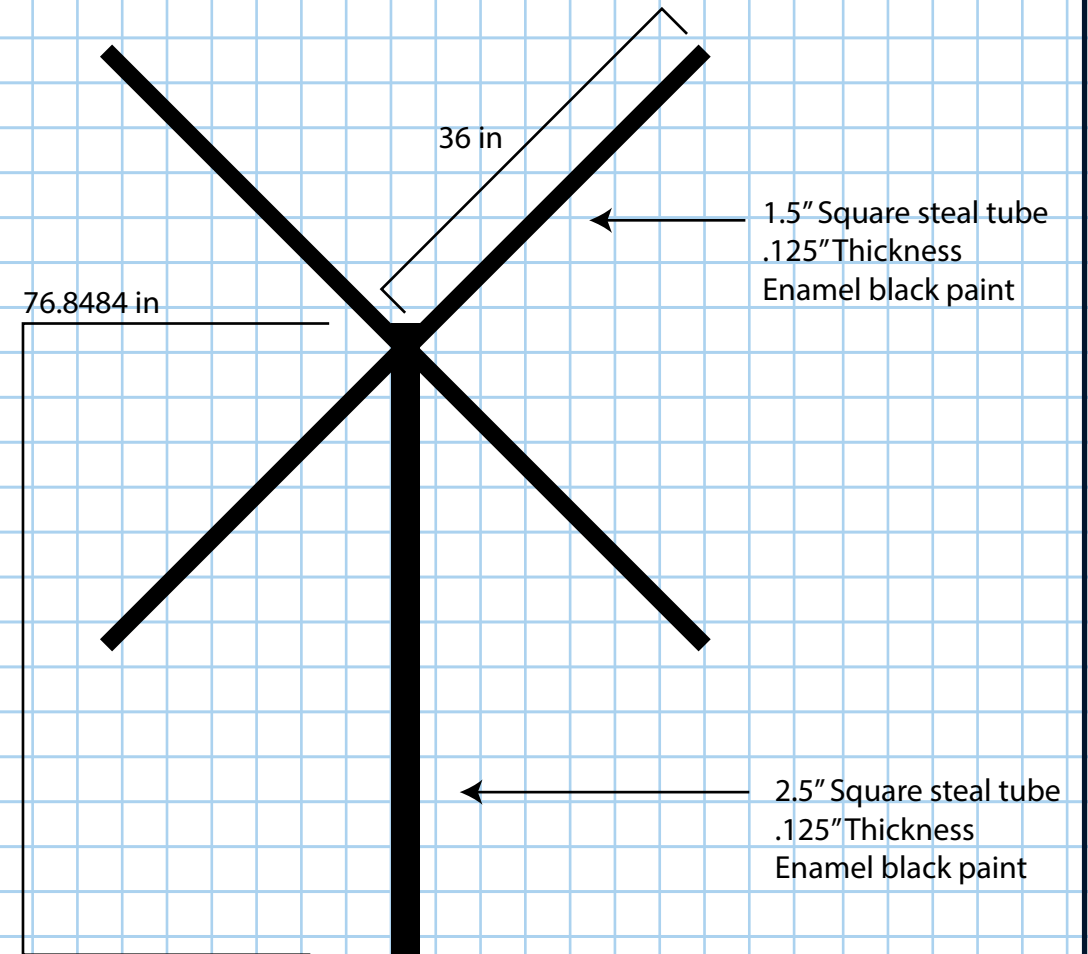
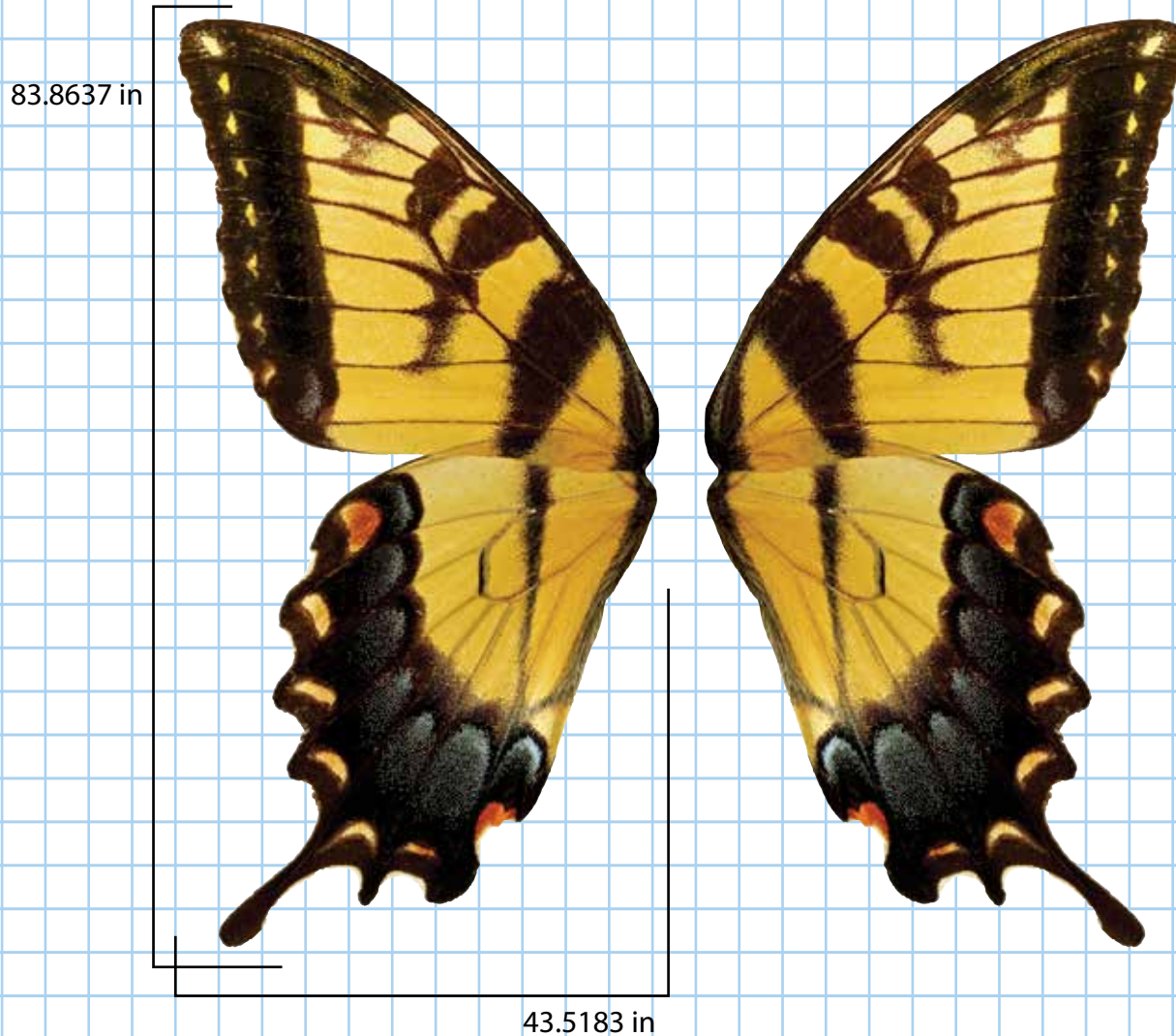
Aluminum Composite Material



MANUFACTURING

MATERIALS

6MM ACM, Digital Graphics w/ Graffiti Resistant Film



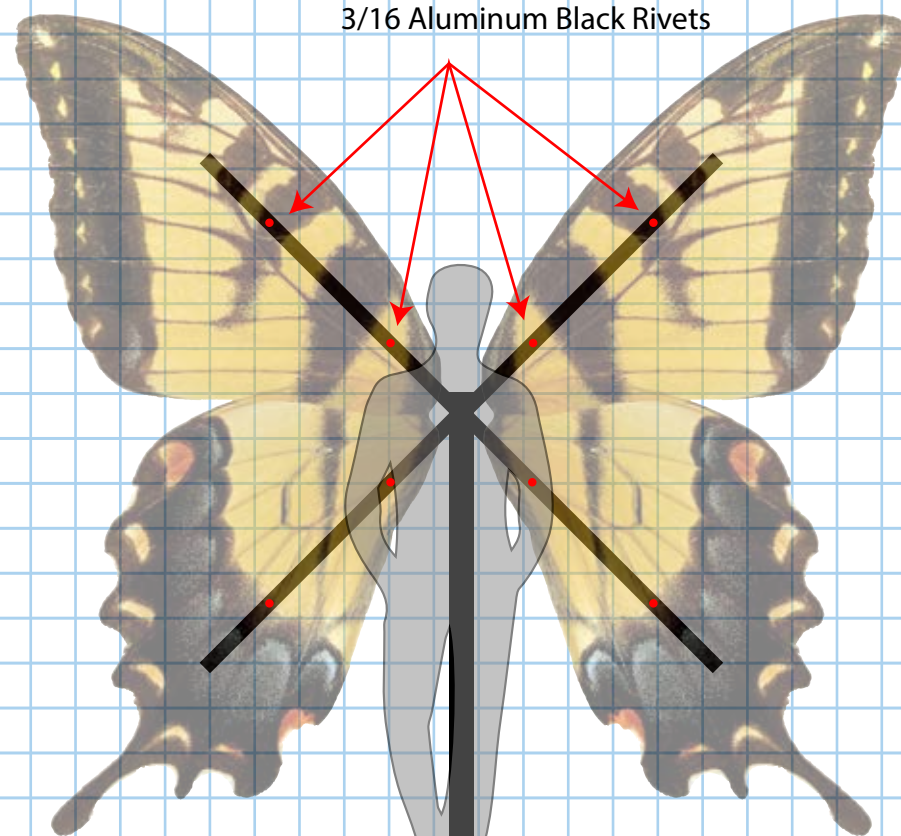
INSTALLATION

HARDWARE

Angle Brackets & Galvanized Lag Bolts



3/16 Aluminum Black Rivets



Ground 0

24" Quick set concrete

SITE PLAN

AERIAL VIEW

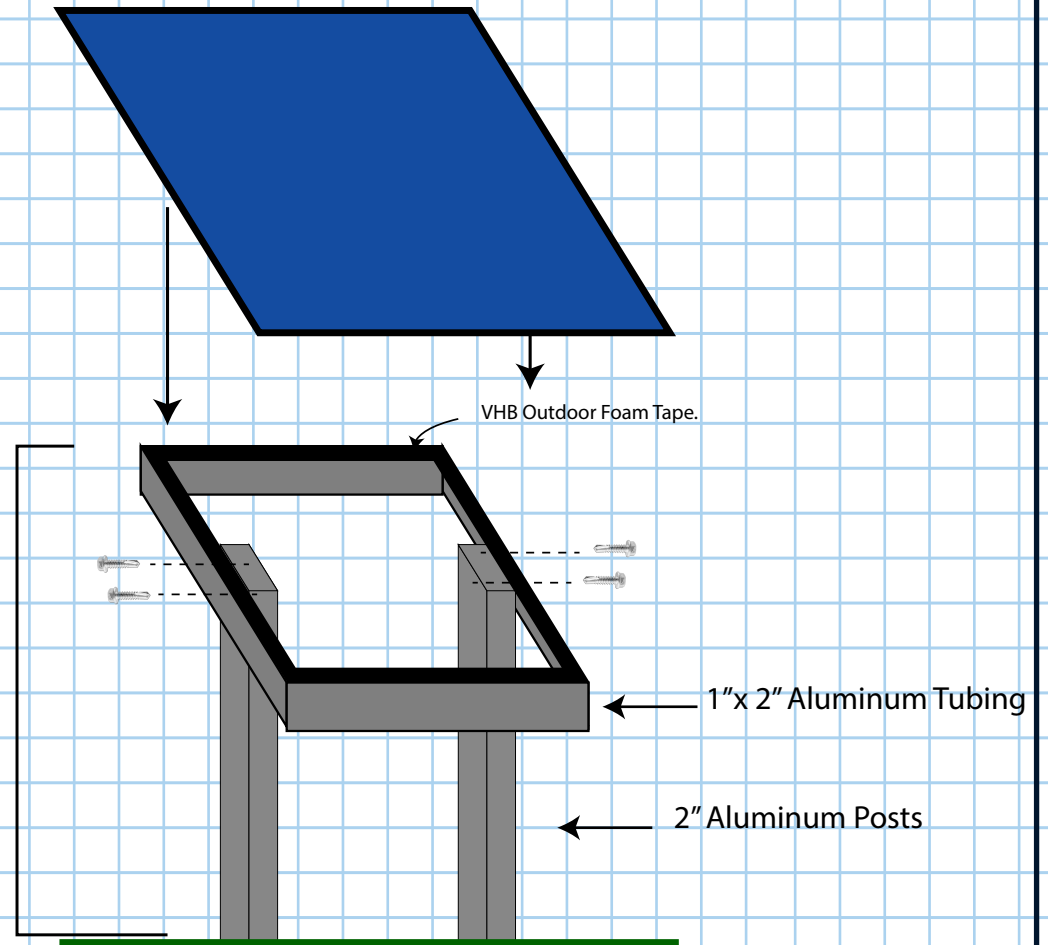
Proposed Sign Location (X marks the spot)



6mm Aluminum Composite Material



30" x 24"









Asheville Butterfly Trail Station Host Memorandum of Agreement

Bee City USA – Asheville’s (BCU-AVL) Asheville Butterfly Trail (Trail) program seeks to educate both residents and visitors about the life cycles of many butterflies that are native to our area, the relationship between plants and pollinators, and the role of butterflies in the food web and pollinating our native plants. BCU-AVL is grateful to the public and private property owners who have chosen to host a Station on the Trail. This Memorandum of Agreement seeks to list the expectations of BCU-AVL and each Host to make participating in the Trail experience a pleasant one for all concerned.

BCU-AVL agrees to:

1. Identify a mutually agreeable location for the Trail Station, with parking and the path to parking accessible to wheelchair users.
2. Create, install, and maintain a set of human-scale butterfly wings for educational and photo opportunities accompanied by interpretive signage that explains the butterfly’s life cycle and includes a QR code that links back to the Trail website. The wings and sign will have graffiti protection coating (allowing graffiti removal with a soft cloth and denatured alcohol).
3. Create and maintain a mobile-friendly Trail website with dynamic links to the Host (and their Station’s corporate or foundation sponsor, if applicable) to promote and provide information about the Trail.
4. Create and maintain downloadable Trail maps, rack cards (“passports”), and butterfly coloring books. (Coming soon) Maps and coloring books will include logos linked to the Host (and their Station’s corporate or foundation sponsor, if applicable).
5. Print a Trail rack card, and keep it supplied in various locations. (Coming soon)
6. Create and maintain Trail Instagram account with links to the Trail website.
7. Retain and maintain commercial general liability insurance to cover destructive, negligent acts.
8. Retain the right to terminate this agreement and remove and relocate the wings, sign, and website references upon sixty (60) days’ notice.

The Asheville Butterfly Trail Station Host agrees to:

1. Host their Trail Station for a minimum of five years from the date of installation with the potential of renewing.
2. Identify a mutually agreeable location for the Trail Station, with parking and the path to parking accessible to wheelchair users; and allow BCU-AVL to install the wings and sign as described in Bullet 2 above.
3. Check the Trail Station at least weekly to notify BCU-AVL of any wing or sign maintenance, repair, or replacement needs, maintain the butterfly's larval host and nectar plants near the Trail Station, and keep the area free of litter and its landscaping maintained.
4. Contribute a one-time Trail Station installation fee of \$10,000 to BCU-AVL prior to installation, and an annual stewardship fee of \$1,000 thereafter for five years starting one year from the date of installation. (Payment options are negotiable.) In the event the Host is unable to contribute this installation fee and/or the annual stewardship fee, the Host may A) seek a sponsorship approved by BCU-AVL, or B) allow BCU-AVL to raise these funds through individual donations, grants or corporate sponsorships. Both Hosts and corporate/foundation sponsors will be recognized as noted above in bullets 3 and 4 of BCU-AVL's agreements.
5. Ensure that the Host's liability insurance covers the Trail Station and provide a Certificate of Insurance naming Bee City USA-Asheville as an additional insured party.
6. Hold BCU-AVL harmless for any personal injury or property damage occurring at or caused by the Trail Station.
7. Comply with the applicable provisions of the Americans with Disabilities Act (ADA) at the Trail Station and its rules and regulations. In short, there is an accessible parking space that connects to an accessible path (at least 36 inches wide, and 60 inches wide where passing room is needed) that leads to the accessible butterfly wings. Hold BCU-AVL harmless from all claims arising out of or connected with the failure of the Host to comply with applicable provisions of the ADA or its rules and regulations.
8. Retain the right to terminate this agreement and allow BCU-AVL to remove and relocate the wings, sign, and website references upon sixty (60) days' notice to BCU-AVL.

Bee City USA – Asheville, info@beecityasheville.org

Name & Title

Signature & Date

Phone

Asheville Butterfly Trail Station Host

Company/Organization

Street Address, City, State, Zip

Name & Title

Signature & Date

Phone & Email

Website

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

A RESOLUTION AUTHORIZING PARTICIPATION IN THE ASHEVILLE BUTTERFLY TRAIL THROUGH BEE CITY USA – ASHEVILLE

Resolution No. R-25-65

WHEREAS, Bee City USA – Asheville (BCU-AVL) manages the **Asheville Butterfly Trail**, a regional environmental education initiative designed to raise awareness of the life cycles of native butterflies, the critical relationships between pollinators and native plants, and the importance of butterflies in maintaining healthy ecosystems; and

WHEREAS, the Asheville Butterfly Trail program installs educational art pieces and interpretive signage at designated **Trail Stations** throughout Western North Carolina, providing residents and visitors with opportunities to learn about pollinator species and their habitats; and

WHEREAS, BCU-AVL has invited the **Town of Black Mountain** to serve as a **Trail Station Host**, joining other public and private partners in supporting pollinator conservation and environmental education; and

WHEREAS, as a Trail Station Host, the Town agrees to:

- Identify a mutually agreeable and ADA-accessible location for the butterfly wings and interpretive sign;
- Maintain the surrounding native pollinator plantings and landscape;
- Notify BCU-AVL of any needed maintenance;
- Ensure appropriate insurance coverage; and
- Provide a one-time installation fee and annual stewardship fee, which may be supported through sponsorships or grants; and

WHEREAS, BCU-AVL will, in turn, design, install, and maintain the butterfly wings and signage, maintain the Trail’s website and promotional materials, and include the Town’s site in its public education and outreach programs; and

WHEREAS, participation in the Asheville Butterfly Trail aligns with the Town of Black Mountain’s **Bee City USA designation**, its ongoing **environmental stewardship initiatives**, and community goals to support **pollinator habitats, education, and public art**.

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

1. The Town of Black Mountain hereby approves participation in the **Asheville Butterfly Trail** program through Bee City USA – Asheville and agrees to host a **Butterfly Trail Station** within Town limits.

2. The Town Council authorizes the **Town Manager** to execute the **Memorandum of Agreement** with Bee City USA – Asheville and to take all necessary actions to carry out the intent of this resolution.
3. The Town reaffirms its ongoing commitment to **pollinator conservation, environmental education, and community beautification** as part of its Bee City USA designation.
4. A copy of the Memorandum of Agreement is attached as part of this resolution.

Adopted this the ___ day of _____, 2025, by the Town Council of the Town of Black Mountain.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** October 13, 2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: NC Wildlife Federation Habitat Restoration Proposal

SUGGESTED MOTION(S):

Council will discuss the proposal and may vote to approve the proposal as presented (or amended).

SUMMARY:

The NCWF Swannanoa Valley WILD chapter has been in contact with staff regarding this project. The Town of Black Mountain will be listed as a partner. They would like to plant trees and increase the native vegetative landscape. The area is located between tennis courts at Lake Tomahawk and the swimming pool (see attached proposal). NCWF is offering to donate \$10,000 for this project. There will be no funding provided from the Town.

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. Lake Tomahawk Tree Planting Proposal



**North Carolina Wildlife Federation
Habitat Restoration Proposal: Lake Tomahawk Park
September 22nd, 2025**

Description: Much of the land surrounding Lake Tomahawk is managed as lawn and turf grass. This category of land use provides little to no value for birds, pollinators, and other wildlife species. Breeding birds rely on caterpillars and soft bodied insects to successfully nest and raise young. Native trees like oak, cherry, birch, maple, and willow support hundreds of caterpillars and other insects these birds rely on compared to landscapes managed for lawn and turf grass which support none.

Native plants are the foundation of our terrestrial food webs. Healthy food webs provide us with clean air, clean water, flood mitigation, erosion control, carbon sequestration and much more. Animal pollinators like bees, moths, flies, and butterflies are responsible for the pollination of more than 75% of all flowering plants. These plants include our native asters, black-eyed Susans, goldenrods, sunflowers, and blueberries which are critical hosts for North Carolina's native bee species. Lawn and turf grass provide a sterile environment and do little to support our pollinators.

By increasing the native vegetative landscape and reducing lawn and turf grass at Lake Tomahawk Park, the Town of Black Mountain can restore habitat for native wildlife and benefit from improved ecosystem services like reduced stormwater runoff and erosion, climate regulation, and pollination among others. Shifting from lawn to naturalized areas will also reduce the demand for mowing, and greatly improve soil health in the park over time.

To begin restoring critical habitat at Lake Tomahawk Park, North Carolina Wildlife Federation (NCWF) has identified a site in the park to engage volunteers and community leaders in habitat restoration efforts. We chose this site because it currently has no established native vegetation, receives full sun, and is adjacent to high use areas. The site listed is appropriate for both trees and pollinator plants; however, pollinator plants require more initial site preparation (e.g., remove existing vegetation, soil prep) and often are more challenging to establish. It is the recommendation of NCWF to begin with the planting of established nursery grown trees.

NCWF is offering to donate up to \$10,000 dollars for this project that will include native trees, native shrubs, mulch, compost, and educational signage (signage and shrubs to be installed in 2026).

Recommendation

- **Timeline:** Planting trees is best done in the fall season. The months of October and November are preferred. During this time trees are dormant, or going dormant, and have the entire cool season to spend growing and establishing their roots. Watering requirements are minimal, and pruning is not required. We are proposing a workday to install the trees on November 15th, 2025 from 9AM - 3PM.

Two weeks prior to the November tree planting, NCWF will mark off the planting area using flags or paint lines. We are requesting that the Town mow the area as low to the ground as possible prior to the planting.

Following the tree planting, NCWF will eliminate the grass in between the newly planted trees using cardboard and mulch/leaf litter put down in December, 2025. In the fall of 2026, NCWF will plant understory shrubs to fill in the space with the Town's approval. The area will not need to be mowed or weed wacked once the trees are planted.

- **Spacing:** 12-15 ft on center, or 144-225 sq ft per tree.
 - Smaller trees could be planted more densely
- **Species:** A mix of the following overstory and understory trees will be used ranging in size from 3 to 15-gallon containers. The exact selection of the trees will be determined by nursery availability.
 - *Acer rubrum* (red maple)
 - *Acer saccharum* subsp. *nigrum* (black maple)
 - *Acer leucoderme* (chalk maple)
 - *Amelanchier arborea* (serviceberry)
 - *Betula nigra* (river birch)
 - *Cercis canadensis* (eastern redbud)
 - *Cornus Alterniflora* (Alternate-leaf dogwood)
 - *Cornus florida* (flowering dogwood)
 - *Magnolia virginiana* (sweet-bay magnolia)
 - *Prunus caroliniana* (Carolina cherry-laurel)
 - *Quercus alba* (white oak)
 - *Quercus rubra* (northern red oak)
 - *Quercus palustris* (pin oak)
 - *Quercus shumardii* (Shumard oak)
 - *Taxodium distichum* (bald cypress)
- **Site preparation:** It is recommended that holes be predrilled with a 4"-8" auger. Volunteers will then use spades to finish prepping the holes and installing the trees. Trees will be mulched around the base after planting. It is reasonable to assume that a large group of 25-40 volunteers can plant over 50 trees in one shift if the holes are pre dug and the trees have been staged.

- **Volunteer Workday:** NCWF Swannanoa Valley WILD! will promote the event and recruit 25-40 volunteers. NCWF Staff and local Swannanoa Valley WILD! Chapter leaders will be onsite to facilitate the workday and provide instruction to volunteers. The Town of Black Mountain will be listed as a partner. Pictures and videos will be shared with the Town of Black Mountain following the workday.
- **Maintenance:** We are asking the town to help water the trees. NCWF Swannanoa Valley WILD! volunteers can step in and water as needed. Before the tree planting and with the Town's approval, we will confirm a watering schedule in writing following the rough outline below. 2026 shrub planting will require a similar watering schedule.
 - Daily for the first week.
 - Once every 3 days for 1 month
 - Once a week for 1 month
 - As needed until roots are established

Proposed Planting Site:



Size: 0.3 acres; 13,068 sq ft

Number of trees:

- 12 ft on center: 90 trees
- 15 ft on center: 58 trees



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: October 13, 2025

AGENDA SECTION: New Business
DEPARTMENT: Administration

TITLE OF ITEM: Transfer of Mobile Office Lease from USACE (US Army Corps of Engineers) to Town of Black Mountain.

SUGGESTED MOTION(S):

Approval of the mobile office lease transfer as presented.

SUMMARY:

Following Tropical Storm Helene (DR-4827-NC), the Town of Black Mountain received Direct Federal Assistance (DFA) through the U.S. Army Corps of Engineers (USACE) to provide temporary office facilities for the Public Works and Planning & Development departments at 304 Black Mountain Avenue.

The lease and associated services have, to date, been managed directly between USACE and the vendor under the federal mission assignment. USACE is now demobilizing from the disaster event and has notified the Town that it must assume the lease agreement to maintain occupancy of the temporary offices. FEMA Public Assistance (PA) has confirmed that funding eligibility will continue for this lease under the Town's Category B (Emergency Protective Measures) project. FEMA will reimburse the Town for eligible costs at the approved rate.

The lease amount is \$17,000 per month, and the new agreement between the Town of Black Mountain and the vendor will be consistent with the terms previously managed under the USACE contract.

Execution of this contract ensures continued operational space for essential public functions while permanent facility recovery planning and FEMA funding determinations remain underway.

Action Requested: Authorize the Town Manager to execute the lease agreement for the temporary Public Works and Planning offices located at 304 Black Mountain Avenue in the amount of \$17,000 per month, with costs reimbursable through FEMA Public Assistance (PA).

BUDGET IMPACT:

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

If no, describe how it will be funded. Monthly lease costs will be reimbursable through FEMA Public Assistance (PA).

ATTACHMENTS:

1. Mobile Office Units Lease_Administration Agreement_2_Wit Contracting_VW Drafted

Transfer Agreement
Contract No. W912PM25P0044P00001

This Transfer Agreement (“Agreement”) is made as of the ____ day of _____, _____, by and between Town of Black Mountain ("Town") and WIT Contracting of Franklinton, LLC ("Vendor").

Recitals

WHEREAS, U.S. Army Corps of Engineers, Wilmington (“USACE”) has entered into a certain Contract for commercial items dated March 21, 2025, referenced as Contract Number W912PM25P0044P00001, by and between USACE and Vendor, including all attachments and exhibits (the "Master Agreement"), for the furnishing, delivery and installation of Temporary Facilities to the Town;

WHEREAS, said Master Agreement provides that a local government entity may accept transfer of the lease of the Temporary Facilities on a monthly basis, for less than or equal to the average monthly rate provided in the Master Agreement;

WHEREAS, the Town has the administrative and legal capacity to accept transfer of the lease obligations under the Master Agreement;

WHEREAS, USACE desires the Town to accept transfer of the lease obligations set forth in the Master Agreement; and

WHEREAS, the Town and Vendor desire to enter into this Agreement to memorialize the parties duties and obligations in light of the transfer of the lease obligations of the Master Agreement to the Town.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Town and Vendor hereby agree as follows:

Terms and Conditions

1. The Master Agreement, attached hereto as **Exhibit “1”** is incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
2. The Town shall be afforded all of the rights, privileges and indemnifications afforded to USACE under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to USACE.

3. Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
4. The Town shall perform those Government duties, responsibilities, and obligations under the Master Agreement as set forth below, and Vendor acknowledges that the Town shall act in the capacity of the local government entity that was transferred the lease obligations for the Temporary Facilities as contemplated under the Master Agreement.
5. With respect to any purchases made by USACE pursuant to the Master Agreement, the Town (a) shall not be construed as a representative, partner, or agent of any type of Vendor or USACE, (b) shall not be obligated, liable or responsible (i) for any orders made by USACE or any employee of USACE under the Master Agreement, or (ii) for any payments required to be made with respect to such order, except as stated herein, and (c) shall not be obligated, liable or responsible for any failure by USACE to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. The Town makes no representations or guaranties with respect to any actions required to be completed by USACE or any employee of USACE under the Master Agreement.
6. The Town, as the local government entity, participating in the Agreement with Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the Town and Vendor. The USACE, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Lease Obligations

7. As a result of accepting the transfer of the ongoing lease obligations of the USACE contained in the Master Agreement, Town hereby agrees with Vendor to satisfy such remaining obligations of USACE for the lease of the Temporary Facilities as set out in the Master Agreement under Item No: 0006, 0007, and 0008.
8. In an effort to clarify the Town's ability to extend the lease of the Temporary Facilities that are the subject of this Agreement, Vendor and Town agree to the following modification of Note 1 contained in the Master Agreement:

Note 1: The Town reserves the right to exercise option bid item 1 within thirty (30) days of the end of the lease period within CLIN 0006. The Town reserves the right to exercise option bid item 2 within thirty (30) days of the end of the lease period within CLIN 0007. The Town reserves the right to exercise option bid item 3 within thirty (30) days of the end of the current lease period which could be CLIN 0006, CLIN 0007 or CLIN 0008, depending on the exercise of the lease option extension.

Term of Agreement

9. If not sooner terminated pursuant to the terms contained herein, this Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Town to the Vendor through the termination of this Agreement or Master Agreement and all indemnifications afforded by Vendor to the Town shall survive the term of this Agreement.
10. Town may terminate this Agreement for Town's convenience and without cause upon giving the Vendor not less than seven (7) calendar days' written notice.

General Provisions

11. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary. This Agreement and the Master Agreement, attached as an exhibit, contain the entire agreement and understanding between the parties hereto and can only be amended in writing signed by both Town and Vendor.
12. In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
13. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

- 14. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of the Town, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

- 15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and may be delivered by PDF or other electronic transmission.

- 16. All written communications given hereunder shall be delivered to the addresses as set forth below.

IN WITNESS WHEREOF, Town and Vendor agree to the foregoing and have caused this Agreement to be executed by their respective duly authorized representatives of the date set forth above.

Town of Black Mountain:

WIT Contracting of Franklinton, LLC:

Name: _____
 Title: _____
 Address: _____

Name: _____
 Title: _____
 Address: _____

Signature: _____
 Date: _____

Signature: _____
 Date: _____



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, Assistant Town Manager
MEETING DATE: October 13, 2025

AGENDA SECTION: New Business
DEPARTMENT: Administration

TITLE OF ITEM: Resolution To Apply For State Revolving Fund (SRF) Funding For Water System Improvements & Repeal of Resolutions No. R-25-41 and R-25-42.

SUGGESTED MOTION(S):

Motion to approve the resolution as presented.

SUMMARY:

The proposed resolution authorizes the Town of Black Mountain to apply for **State Revolving Loan Funds (SRF) with 100% principal forgiveness** in the amount of **\$5,000,000** to support comprehensive **Water System Resiliency and Watershed Improvements**. The project will include **drilling new municipal wells, relocating water lines within high-risk hazard areas, and implementing watershed improvements** to strengthen the Town's water infrastructure, reduce flood vulnerability, and enhance long-term system reliability. The resolution further authorizes the **Town Manager and Assistant Town Manager** to execute the application and related documents on behalf of the Town. After speaking with representatives from the State Revolving Fund, it was determined that one resolution in the amount of \$5,000,000 would be permissible to encompass all water system projects outlined above, as well as the inclusion of other needed watershed improvements, which can be incorporated into this SRF application.

Additionally, Resolution No. R-25-41 and R-25-42, adopted August 11, 2025, were for application to SRF funding for drilling of wells, and relocation of water lines within high-risk hazard areas, respectively, at the per-project amount of \$2,500,000 each. It was determined that one resolution in the amount of \$5,000,000 would be permissible to encompass all water system projects outlined above. As a result, to avoid confusion, Resolutions R-25-41, and R-25-42, should be repealed and replaced with this singular resolution attached with combines all permissible projects under this SRF application.

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 Water System Resiliency and Watershed Improvements_State Revolving Funds_and Repeal of R-25-41 and R-25-42

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

RESOLUTION TO APPLY FOR STATE REVOLVING FUND (SRF) FUNDING FOR WATER SYSTEM IMPROVEMENTS & REPEAL OF RESOLUTIONS NO. R-25-41 AND R-25-42

Resolution #: R-25-64

WHEREAS, the Town of Black Mountain has identified the need to improve the resiliency and reliability of its municipal water system to prevent service interruption and infrastructure damage during floods, natural disasters, and other hazard events; and

WHEREAS, the Town of Black Mountain intends to pursue a comprehensive program of **Water System Resiliency Improvements**, including **(1) drilling new municipal wells, (2) relocating water lines within high-risk hazard areas, and (3) implementing watershed improvements** to strengthen overall system performance and environmental protection; and

WHEREAS, these projects are essential to ensure a safe, reliable, and sustainable water supply for residents, businesses, and critical facilities within the Town's service area; and

WHEREAS, the Town of Black Mountain intends to request **State Revolving Loan Funds with 100% principal forgiveness** to support these improvements at an estimated total cost of **Five Million Dollars (\$5,000,000)**;

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

1. Financing Commitment.

That the Town of Black Mountain, as the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

2. Operation and Maintenance.

That the Applicant will provide for the efficient operation and maintenance of the project upon completion of construction.

3. Fee Schedule and Repayment.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds sufficient to provide for proper operation, maintenance, and administration of the system, and for repayment of all principal and interest on any debt incurred.

4. Loan Agreement Provision.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Black Mountain to make a scheduled repayment of the loan, to withhold from the Town any State funds

otherwise distributable to it in an amount sufficient to pay all sums then due and payable to the State as repayment of the loan.

5. Authorized Representatives.

That **Josh Harrold, Town Manager**, and **Jessica Trotman, Assistant Town Manager**, and their successors so titled, are hereby authorized to execute and file an application on behalf of the Town of Black Mountain with the State of North Carolina for a loan and/or grant to aid in the study, planning, and construction of the **Water System Resiliency and Watershed Improvements Project**, at an estimated amount of **\$5,000,000**.

6. Execution of Documents.

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

7. Compliance with Applicable Laws.

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.

8. Repeal of Previous Resolutions R-25-41 and R-25-42.

Resolution No. R-25-41 and R-25-42 entitled “Resolution to Apply for Drinking Water State Revolving Fund (SRF) Funding for Drilling of Wells, and “Resolution to Apply for Drinking Water State Revolving Fund (SRF) Funding for Relocation of Water Lines Within High-Risk Hazard Areas”, respectfully, that were adopted on August 11, 2025, are hereby **REPEALED** and **REPLACED** with this foregoing resolution.

Adopted this the 11th day of August 2025 at Black Mountain, North Carolina.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** October 13, 2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Discussion of Emailed Public Comments Procedure

SUGGESTED MOTION(S):

Council should discuss the procedure for emailed public comments.

SUMMARY:

During COVID, when restrictions were in place for social distancing and public gatherings, the Town Council meetings were held virtually. At that time, the Town Council allowed residents to submit citizen/public comments via email to be read aloud at Council meetings. Once COVID passed, and in-person meetings resumed, there have been instances where members of the public has emailed comments in with the request that they be read aloud during Council meetings. Prior to COVID, citizens wishing to address the Town Council needed to attend the meeting in person to publicly address the Council and any emailed comments were not read aloud.

The UNC School of Government was asked for guidance relating to emailed citizen comments being read aloud at public meetings, and if any legal requirements were associated with it. The response from the School of Government stated: "There is no legal requirement to accept written comments at all (outside of a remote meeting held during a declared state of emergency under G.S. 166A-19.24). You can require comments be made in person. If you choose to accept written comments, there is no legal responsibility to read those comments aloud."

Currently, NC General Statute 160A-81.1 requires the following of local governments for public comment periods:

§ 160A-81.1. Public comment period during regular meetings. The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity

of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)

Council should discuss the procedure for citizen comments and whether to allow/not allow submitted, emailed comments to be read aloud during the citizen comment portion of public meetings, or if citizens must attend the meeting in-person to issue these public comments. Currently, the public can provide comments to Town of Black Mountain elected officials and Town staff in the following ways:

1. Attending the regular Council meetings that are held monthly, in-person, to speak publicly during the two Citizen Comment sections of the agenda.
 2. Emailing/calling Town Council members (and Town staff) with any information they would like to address.
 3. Emailing town staff with comments addressed to Town Council members, which are subsequently shared with the Council.
4. Mailing or delivering any written comments to Town Hall addressed to the Town Council members, which are delivered to them.

Following discussion and any decisions made, applicable website & pamphlet information will be updated to reflect citizen/public comment guidelines.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, Town Manager **MEETING DATE:** October 13, 2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Town Attorney Performance Evaluation Templates

SUGGESTED MOTION(S):

Town Council will discuss and review the attorney performance evaluation templates and decide which template to use moving forward.

SUMMARY:

Town Council has decided they would like to review the town attorney annually. This will allow an opportunity for the town attorney and the town council to discuss performance and expectations. Two town attorney performance evaluation templates from other municipalities are attached for the Council to review to decide which template to use for the evaluations. Council will review the attached templates and discuss. The chosen template will then be formatted using Town of Black Mountain information.

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. City Attorney Evaluation Asheville_Template
2. City Attorney Evaluation Salisbury_Template

Council Member's Name:

Combination of all Council Members. Average scores and all comments

General Comments:

Evaluation Statement	1 - 5
1. Has a good working relationship with the members of the City Council.	
2. Keeps the City Council appropriately informed on pertinent legal matters and provides legal advice on changes in municipal law regularly, taking into account and balancing the overall goals and objectives of the City.	
3. Possesses and provides an efficient and effective knowledge of government regulations and case law regarding municipal government and issues facing the City.	

<p>5. Represents the City in a professional and ethical manner.</p>	
<p>6. Provides his best and honest recommendations given existing legal issues and ramifications.</p>	
<p>7. Has been effective in minimizing legal costs by negotiating reasonable settlements and utilizing City in-house staff when possible.</p>	
<p>8. Is accessible when needed to respond to requests for legal information, opinions and assistance.</p>	
<p>9. Maintains productive working relationships with governing bodies of the political subdivisions in our region, regional organizations, state government and regulatory agencies.</p>	

<p>10. Communicates effectively with the City Council, staff and the community on City legal matters.</p>	
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Additional Comments:

For Purposes of rating the City Attorney's, each Council Member will use a rating of 1-5.

- 1 = Unacceptable performance
- 2 = Fails to meet basic requirements and objectives
- 3 = Acceptable performance
- 4 = Effective Performance
- 5 = Very Effective Performance



City of Salisbury City Attorney Performance Evaluation Form

Employee Name:

City Council Member:

Date Submitted:

Each member of the elected body should complete this evaluation form, sign it in the space below, and return it to Mayor Alexander. Evaluations will be summarized and included for discussion at a Closed Session.

Part 1. Assessment of Performance Areas

Use the following three-point scale to evaluate the City Attorney's performance for the seven performance areas outlined below.

1 = Needs Improvement

2 = Meets Expectations

3 = Exceeds Expectations

N/A= Not Applicable

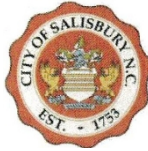
This evaluation form also contains a provision for entering narrative comments, including responses to specific questions and any observations you believe appropriate and pertinent to the rating period.



City of Salisbury City Attorney Performance Evaluation Form

PERFORMANCE AREAS	RATINGS
1. COMMUNICATIONS WITH THE COUNCIL	
Maintains effective and open lines of communication with the Council as a body and with individual members.	
The City Attorney is accessible when needed to respond to requests for legal information and assistance.	
The Council is kept apprised of ongoing and current legal issues involving the City.	
Exercises sound judgment when advising the Council.	
Responds to requests for information or assistance by the Council in a timely and thorough manner.	
The City Attorney accurately interprets and clarifies City Council direction.	
Comments:	

PERFORMANCE AREAS	RATINGS
2. PROFESSIONALISM	
The City Attorney represents the City in a professional and ethical manner.	
Maintains visibility across the City of Salisbury and within the legal community.	
The City Attorney is impartial and objective in his duties and responsibilities.	
Invests sufficient effort toward being diligent and thorough in the discharge of his duties.	
Comments:	



City of Salisbury City Attorney Performance Evaluation Form

PERFORMANCE AREAS	RATINGS
3. MANAGEMENT OF LEGAL AFFAIRS	
The City Attorney aggressively represents the interests of the City as directed by the City Council.	
Suggests and pursues creative solutions to legal issues involving the City.	
Conveys information effectively and can articulate his position and offer legal recommendations while respecting the Council's policy prerogative.	
The City Attorney's approach is effective in achieving the best possible legal outcomes for the City's interests given the issues that arise.	
Comments:	

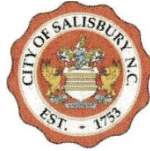
PERFORMANCE AREAS	RATINGS
4. STRATEGIC LEADERSHIP	
Provides legal support for Council vision.	
Pursues opportunities to improve the organization and its competitiveness.	
Develops constructive and engaging relationships with the Department Heads and the City Manager while maintaining neutrality and fairness.	
Comments:	



City of Salisbury City Attorney Performance Evaluation Form

PERFORMANCE AREAS	RATINGS
5. MANGAGEMENT OF THE CITY ATTORNEY'S OFFICE	
Conducts regular legal activities within budgetary goals and limits.	
Minimizes legal costs by limiting tasks to those regarding legal issues and utilizing City in-house staff when possible to perform administrative and other functions.	
Creates standards of excellence for the City Attorney's Office and models that behavior.	
Accountable for office work quality and overall performance.	
Enables others to act by creating an atmosphere of trust and collaboration.	
Comments:	

PERFORMANCE AREAS	RATINGS
6. PLANNING AND ORGANIZATION	
Anticipates needs of the organization and community and recognizes potential legal problems.	
Proposes effective solutions and identifies alternatives to potential problems or issues.	
Obtains the facts of an issue and considers the long-term implications of decisions.	
Exhibits the ability to be flexible by adapting to changing environment.	
Comments:	



City of Salisbury City Attorney Performance Evaluation Form

NARRATIVE EVALUATION

What would you identify as the Attorney's strength(s), expressed in terms of the principal results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the Attorney to enhance performance?

What other comments do you have for the Attorney (e.g., priorities, expectations, goals, or objectives for the new rating period)?

