TOWN OF BLACK MOUNTAIN
TOWN COUNCIL

November 10, 2025 **REGULAR SESSION AGENDA** **Time: 6:00 PM**

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

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1. CALL TO ORDER

1.A. Welcome

1.B. Pledge of Allegiance

1.C. Moment of Silence

1.D. Announcements

1.E. Ethics Statement

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

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. Resolution- Indigenous Peoples Heritage Month- November 2025

2.B. Recognition of Josh Harrold, Town Manager, for being named a Top 10 Town Manager by Government Business Review

3. CITIZEN COMMENTS

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

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

5. 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. Approval of Council Meeting Minutes from August 7, August 11, August 13, September 4, 2025. - Wesley Barker, Town Clerk, Assistant to the Manager

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

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

Motion: Approve the tax collection report as presented.

7.C. Resolution Repealing R-25-80 (Resolution Auth Staff to Apply for Capital Grant Funding for Engineering & Construction of New Combined Restroom & Concession Stand at Veterans Park) from November 1, 2025 due to duplication. - Jessica Trotman, Assistant Town Manager

Motion: Approval of the Resolution repealing Resolution No. R-25-80 adopted November 1, 2025.

7.D. Appointment to the Board of Adjustment Alternate Seat - Wesley Barker, Town Clerk, Assistant to the Manager

Motion: Motion to approve the appointment of Ted Rausch to the Board of

Adjustment as an Alternate Member.

7.E. **A Resolution Budgeting Kimley Horn Design Services for Veteran's Park Concessions and Restrooms** - Jessica Trotman, Assistant Town Manager

Motion: I move that we allocate $7,500 for Kimley-Horn to design a new combined restrooms and concessions facility at Veteran's Park that will meet NFIP standards.

7.F. **A Resolution Authorizing Staff to Apply for Helene Recovery Fund for PARTF 2025-2026 Funding for Engineering and Construction of a New Combined Restroom and Concession Facility at Veteran's Park** - Jessica Trotman, Assistant Town Manager

Motion: I move that we authorize staff to pursue PARTF grant funds, in the amount of $500,000 for the Veteran's Park restrooms and concession project.

7.G. **A Resolution to Loan Funds for Grantwriting Services Related to Water System Projects from the Stormwater Utility Fund to the Water Fund** - Jessica Trotman, Assistant Town Manager

Motion: I move that Council approve the loan, in the amount of $91,000, from the Stormwater Utility Fund to the Water Fund for professional grantwriting services.

7.H. **Resolution Authorizing Town to Enter into Agreement with Arete Engineers, PLLC for Professional Engineering & Architectural Services** - 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.

9. UNFINISHED BUSINESS

10. 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.

11. NEW BUSINESS

11.A. Recommendation to Lower Speed Limit on S Ridgeway Avenue and Sutton Avenue from 25 MPH to 20 MPH - Michelle Kennedy, Planning Director

Motion: I move that we lower the speed of S Ridgeway Avenue and Sutton Avenue from 25 MPH to 20 MPH to help improve safety concerns on this corridor and is keeping in protecting the health, safety, and general welfare of the citizens.

11.B. Consideration of Ordinance to Amend the Town Code of Ordinances Ch. 47-Traffic & Vehicles; Article V, to add new Sect. 47-165: Wheeled vehicles other than bicycles and skates. - Josh Harrold, Town Manager

Motion: Approval of amending the Town Code of Ordinances as presented to add this new section.

12. CLOSED SESSION - NCGS 143-318.11(A)(6)

13. ADJOURNMENT

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Alice Berry, Town Council Member	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Proclamations, Awards, Recognitions, Special Resolutions	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Resolution- Indigenous Peoples Heritage Month- November 2025		

SUGGESTED MOTION(S):
Motion to approve the resolution as presented.

SUMMARY:

Last year, the Town issued a proclamation for Indigenous Peoples Heritage Month and the Town has been asked to once again approve this recognition by the Alliance for Beyond Land Acknowledgment, but as a resolution, which would require a vote by Council members.

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. Indigenous Peoples Heritage Month- November 2025

Resolution

INDIGENOUS PEOPLES HERITAGE MONTH

WHEREAS, American Indian Heritage Month, also known as Indigenous Peoples Heritage Month, honors and celebrates the important history and heritage of tribal communities within North Carolina's recognized tribes and Indian organizations; and

WHEREAS, North Carolina is home to eight state-recognized tribes: the Eastern Band of Cherokee, Coharie, Lumbee Tribe of North Carolina, Haliwa-Saponi, Sappony, Meherrin, Occaneechi Band of the Saponi Nation, and the Waccamaw-Siouan; and

WHEREAS, Indigenous people of this area lived before forming bands west of the Mississippi when they were disgracefully forcibly displaced by the Federal Government through the Trail of Tears and Indian Removal Act during the 1800s, a period of Indigenous ethnic cleansing in our nation's history; and

WHEREAS, today, there are more than 130,000 North Carolinians who identify as American Indian, living in all 100 counties, making it the second-largest American Indian population east of the Mississippi River and the seventh-largest American Indian population in the United States; and

WHEREAS, the Town of Black Mountain recognizes Indigenous people have lived upon this land since time immemorial and values the progress our society has accomplished through the contributions of the Indigenous peoples' culture; and

WHEREAS, the Town of Black Mountain recognizes and celebrates Indigenous people and wishes to preserve and promote the history and culture of all Indigenous people.

NOW, THEREFORE, BE IT RESOLVED by the Black Mountain Town Council that the month of November 2025 be proclaimed Indigenous Peoples' Heritage Month in the Town of Black Mountain and commend its observance to all citizens.

Approved this, the 10th day of November 2025 upon a motion made by Council Member _______ and a vote of ___.

____
C. Michael Sobol, Mayor

Attest:

____
Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:		**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Proclamations, Awards, Recognitions, Special Resolutions	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Recognition of Josh Harrold, Town Manager, for being named a Top 10 Town Manager by Government Business Review		

SUGGESTED MOTION(S):
n/a

SUMMARY:

Town Manager Josh Harrold has been named a Top 10 Town Manager of 2025 by Gov Business Review. This recognition honors exemplary leaders who demonstrate exceptional skills in local governance, community development, and efficient local government management. Those Town Managers recognized have demonstrated excellence in commitment to enhancing the quality of life of residents and providing innovative approaches to projects and initiatives. Further, they effectively manage resources and foster collaboration to create resilient and thriving towns that adapt to the evolving needs of their communities.

The full article can be read via: https://www.govbusinessreview.com/cxoinsight/josh-harrold-nwid-520.html

BUDGET IMPACT:

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

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

ATTACHMENTS:

None

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Wesley Barker, Town Clerk, Assistant to the Manager	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Town Clerk

TITLE OF ITEM: Approval of Council Meeting Minutes from August 7, August 11, August 13, September 4, 2025.

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

SUMMARY:

Approval of Town Council Meeting Minutes from the following dates:

- August 7, 2025 Agenda Work Session Meeting
- August 11, 2025 Regular Meeting
- August 13, 2025 Special Called Meeting with IEM International
- September 4, 2025 Agenda Work Session Meeting

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. August 7, 2025 Agenda Workshop Minutes Draft
2. August 11, 2025 Regular Meeting Minutes Draft
3. August 13, 2025 Special TC Work Session Meeting with IEM Intnl_Minutes Draft
4. September 4, 2025 Agenda Workshop Minutes Draft

BLACK MOUNTAIN TOWN COUNCIL MINUTES

August 7, 2025 | Agenda Meeting Work Session | Time: 5:00 P.M.

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

The Black Mountain Town Council held their agenda work session on Thursday, August 7, 2025, at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711.

Mayor C. Michael Sobol called the meeting to order at 5:02 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone.

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

August 11, 2025 Council Meeting Agenda Review: Town Manager Josh Harrold reviewed the proposed agenda items for the upcoming August 11, 2025 Regular Town Council meeting. Amendments to the agenda include the following:

- Moving Citizen Comments after the Communications from Staff, Councils, Commissions and Agencies section.
- Adding a "Commercial Landscaping Requirements Presentation" under Communications from Staff, Councils, Commissions and Agencies section, which would address the future Circle K site.
- Switching the order of the Wildfire Risk Update and Recovery & Resiliency Update.
- Amending the Sidewalk Seating text amendments item to include an additional section that needs to be amended (Ch. 4, Alcoholic Beverages, Section 4-1).
- Adding a closed session pursuant to NCGS 143-318.11(A)(6) – personnel related
- Art in the Afternoon lease draft will include the Town Attorney's revisions in the final published packet.
- A plat map will be added that shows Fay Jones Ln and Rantis Ln. to the final published packet.

Council Member Alice Berry made a motion to adopt the agenda as presented with the amendments as presented. A vote of 5-0 in favor.

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There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:20 p.m.

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C. Michael Sobol, Mayor Wesley M. Barker, Town Clerk

BLACK MOUNTAIN TOWN COUNCIL MINUTES

August 11, 2025 | Regular Session Agenda | Time: 6:00 PM

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

Black Mountain Town Council held their regular session agenda on Monday, August 11, 2025, at 6:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

Vice Mayor Archie Pertiller called the August 11, 2025 Town Council meeting to order at 6:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King and Council Member Ryan Stone. *Mayor C. Michael Sobol was absent.*

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

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

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2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. **Pool Lifesaving Award.** Resident Anna Beth Lewis was recognized with a Pool Lifesaving Award for heroic actions taken on July 21, 2025 in response to a life-threatening emergency at the Black Mountain Pool, where she saved the life of another.

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3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. **Recreation & Parks Department Annual Report.** Recreation & Parks Director Josh Henderson presented the department's annual report to the Town Council and those in attendance.

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3.B. **Wildfire Risk Update from Fire Chief John Coffey.** Fire Chief John Coffey gave a short presentation to the Town Council and those in attendance about the risk for wildfires in our area, with a much higher risk following the vast tree damage from Hurricane Helene. Chief Coffey stated with the fallen trees caused by Helene last year, it has greatly increased the wildfire risk in our area and urged residents to take precautions to eliminate fire risks around their home, be prepared for possible wildfires, and to sign up for Town alerts to stay informed. Chief Coffey also stated public education sessions would be held soon to keep the community educated on wildfire risks.

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3.C. **Recovery & Resiliency Update.** Assistant Town Manager Jessica Trotman provided the Town Council an update on the Town's recovery and resiliency efforts post-Helene.

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3.D. **200 NC-9 Hwy Landscape Presentation.** Planning and Development Director Michelle Kennedy provided the Town Council and those in attendance with an update on the status of the proposed Circle K gas station, that will be located at 200 NC-9 Hwy, and the timeline leading up to present day on their development plans as well as upcoming construction and landscaping plans.

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4. CITIZEN COMMENTS. Vice Mayor Archie Pertiller opened the citizen comment at 6:55 p.m. The following citizens spoke:

- **Marilyn Sobanski** spoke about Lake Tomahawk Park closure times, and about discrepancies on various signage at the Park.
- **Eric Manos**, 9 Fay Jones Ln., read a statement by Kirk & Ami Wood at 1 Fay Jones Ln. to Town Council requesting the Town to accept Fay Jones Ln. and Rantis Ln. as Town streets.
- **Sikes Ragan**, Village of Cheshire developer, spoke to the Council about the Fay Jones ln. and Rantis Ln. road acceptance and asked Council to reconsider their May 13, 2024, decision to deny the dedication of these roads as public streets.
- **Cydney Joyner**, Tennant on Ridgeway Ave., spoke to the Council on the consideration of turning S. Ridgeway Ave. and a portion of Sutton Ave. to one-way, speaking in favor of this proposal.
- **Charissa Gulotta**, 901 Hwy-9, co-owner of Louise's Kitchen spoke on the effects of the Circle K development related to her business, and the effects of cutting the large maple tree as proposed by Circle K's development plans.
- **Mandie Carter** spoke about the Circle K gas station project and the proposal to cut down the large maple tree located on that property. She spoke in opposition on this tree being cut down, and also stated she had created a petition on saving this tree from being cut down, which had over 1785 signers.
- **Reid Pomeroy** spoke in opposition to the cutting of the large maple tree at the new Circle K gas station property.
- **Emily Sampson**, 701 Padgettown Rd., spoke in opposition of cutting the sugar maple tree down at the Circle K property.

- **Mark Henegan**, owner of the Bush Farmhouse, spoke about the fencing recently installed at the former Railyard property and spoke about cleanup efforts near the railroad rights-of-way.
- **Stephanie Wilde**, 55 Middle Mountain Rd., shared concerns over the Circle K development location and suggest it relocate elsewhere.

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5. CONSENT AGENDA

5.A. **Adoption of Meeting Minutes from the June 5, 2025 Agenda Work Session, June 9, 2025 Regular Meeting and June 25, 2025 Special Meeting.** ***Town Council Member Ryan Stone made a motion to approve the minutes as presented. A vote of 5-0 in favor. Mayor Sobol was absent.***

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5.B. **Monthly Property Tax Report - May 2025 & June 2025**
Town Council Member Ryan Stone made a motion to approve monthly property tax report as presented. A vote of 5-0 in favor. Mayor Sobol was absent.

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5.C. **Acceptance of Donation - Friends of the Community Garden.**

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

RESOLUTION TO ACCEPT EQUIPMENT DONATION FROM FRIENDS OF THE COMMUNITY GAREDEN

Resolution # R-25-43

WHEREAS, the Friends of the Community Garden, a 501(c)(3) nonprofit, operating under the Black Mountain Parks and Greenway Foundation, has been awarded a $20,000 grant from the Endowment Fund set up after the sale of the Swannanoa Valley Medical Center; and

WHEREAS, Friends of the Community Garden intends to use these grant funds to purchase and donate several pieces of equipment to the Dr. John Wilson Community Garden which includes the following:

- Weedeater
- Hedge trimmer
- Riding mower with a trailer
- Chainsaw
- A storage shed or shipping container
- Electrical hookup for the barn

- If funds are still available, a walk-in cooler for storing produce before transport to Bounty & Soul; and

WHEREAS, the total value of the donated equipment will total $20,000.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain formally accepts this generous equipment donation from the Friends of the Community Garden to the Town's Dr. John Wilson Community Garden.

This the 11th day of August 2025.

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5.D. **Acceptance of Bench Donations - Lake Tomahawk Park.**

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

RESOLUTION TO ACCEPT DONATION OF BENCHES TO BE PLACED AT LAKE TOMAHAWK PARK

Resolution # R-25-44

WHEREAS, two metal benches have been donated by community members Paul Petrequin and Sandy Axelson; and

WHEREAS, these metal benches will be installed at Lake Tomahawk Park, and will begin phasing out the existing older wooden benches; and

WHEREAS, the total value of the two donated benches are $500.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Black Mountain formally accepts this generous donation by Paul Petrequin and Sandy Axelson for these new benches.

This the 11th day of August 2025.

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5.E. **Request to Pursue Grant Funding for Part-Time Assistant Garden Manager.**

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

A RESOLUTION AUTHORIZING.THE PURSUIT OF GRANT FUNDING FOR A PART-TIME ASSISTANT GARDEN MANAGER AT THE DR. JOHN WILSON COMMUNITY GARDEN
Resolution# R-25-47

WHEREAS, the Dr. John Wilson Community Garden, operated through the Town of

Black Mountain Recreation and Parks Department, provides vital community programming, food donation efforts, and educational opportunities; and

WHEREAS, the scope of operations, combined with increased community needs following Tropical Storm Helene, has created a critical staffing need to support the Garden Manager in daily operations, program delivery, and infrastructure improvements; and

WHEREAS, staff seek to apply for a grant through the Community Foundation of Western North Carolina's Human Services and Education Fund, in an amount up to $25,000, to fund a part-time Assistant Garden Manager position for FY2026-2027; and

WHEREAS, the position would provide 25 hours per week of staffing for one year, enabling the Garden to sustain food donation programs, rental plots, volunteer coordination, and infrastructure projects while enhancing resilience to community needs.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that staff are hereby authorized to apply for grant funding through the Community Foundation of Western North Carolina: Human Services and Education Fund, in an amount up to $25,000, to support a part-time Assistant Garden Manager position at the Dr. John Wilson Community Garden for FY 2026-2027.

Adopted this 11th day of August 2025.

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5.F. **Resolution to Apply for NC Department of Commerce Small Business Infrastructure Program for Downtown Stormwater Improvements.** Staff recommends approval of a resolution authorizing the submission of a grant application to the North Carolina Department of Commerce under the Small Business Infrastructure Program. This funding opportunity is designed to support public infrastructure improvements that benefit small businesses. There is no match required. The grant allows 1.5% administration cost. The proposed project would increase the efficiency of stormwater inlets in the downtown commercial district. During recent storm events, these inlets have been overwhelmed, leading to localized flooding that negatively impacts business operations, pedestrian safety, and property access. Upgrading and optimizing these inlets will directly support downtown business continuity, reduce risk, and enhance resilience to future storm events. Approval of this resolution is a necessary step to allow staff to move forward with the application process. If awarded, the project will return to Council for approval of the grant agreement and any associated local match requirements.

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

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA
RESOLUTION OF SUPPORT FOR SMALL BUSINESS INFRASTRUCTURE GRANT APPLICATION

Resolution No: R-25-33

WHEREAS, the Town of Black Mountain Town Council has indicated its desire to assist in Hurricane Helene recovery efforts within the Town of Black Mountain; and

WHEREAS, the Council fully supports the proposed project titled Downtown Stormwater Infrastructure Improvement Project, which will result in the repair, upsizing, and relocation of stormwater inlets to improve the efficiency of the downtown stormwater system and support the resilience and sustainability of small businesses located in the downtown corridor; and

WHEREAS, the Council wishes to pursue a formal application in the amount of $1,000,000 from the North Carolina Department of Commerce, Small Business Infrastructure Grant Program (SmBIZ) Rural Engagement & Investment Program.

NOW, THEREFORE, BE IT RESOLVED by the Black Mountain Town Council that the Town of Black Mountain is authorized to submit a formal application to the North Carolina Department of Commerce, Rural Engagement & Investment Program, in order to provide assistance to benefit the Downtown Stormwater Infrastructure Improvement Project.

This Resolution shall take effect immediately upon its adoption.

Adopted this the 11th day of August 2025.

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5.G. **Selection of Multiple Grant Writing & Consulting Professional Services.**

Town Council Member Ryan Stone made a motion to approve the resolution 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, not to exceed $20,000 per firm. A vote of 5-0 in favor. Mayor Sobol was absent.

A RESOLUTION AUTHORIZING ON-CALL CONTRACTS FOR GRANT WRITING AND CONSULTING SERVICES IN SUPPORT OF RECOVERY AND RESILIENCE FUNDING OPPORTUNITIES

Resolution #: R-25-45

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, with a not-to-exceed amount of $20,000 per firm, 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.

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

1. 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, with a not-to-exceed amount of $20,000 per firm.

2. This resolution shall become effective upon adoption.

Adopted this the 11th day of August, 2025.

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5.H. **Resolution Supporting Submission of a Hazard Mitigation Grant**

Application for Diesel Pump at Water Booster Station.

Town Council Member Ryan Stone made a motion to approve the resolution that authorizes the Town Manager, or their designee, to submit the letter of interest for an estimated $250,000 to the State for consideration of this project as presented. A vote of 5-0 in favor. Mayor Sobol was absent.

RESOLUTION SUPPORTING SUBMISSION OF A HAZARD MITIGATION GRANT APPLICATION FOR A DIESEL PUMP AT A WATER BOOSTER STATION

Resolution #: R-25-35

WHEREAS, critical pumps at a Town of Black Mountain water booster station failed during Tropical Storm Helene, causing widespread service disruptions and public health risks; and

WHEREAS, the Town of Black Mountain seeks to install a diesel-powered backup pump to ensure water service continuity in during emergencies; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has provided funding opportunity through the Hazard Mitigation Grant Program (HMGP), and the State of North Carolina will cover the 25% cost share.

NOW, THEREFORE, BE IT RESOLVED that the Town of Black Mountain Town Council authorizes the Town Manager or designee to submit the letter of interest for an estimated $250,000 to the State for consideration of this project.

This the 11th day of August, 2025.

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5.I. **Resolution Supporting Submission of a Hazard Mitigation Grant Application for Generators at Public Facilities.**

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

RESOLUTION SUPPORTING SUBMISSION OF A HAZARD MITIGATION GRANT APPLICATION FOR GENERATORS AT PUBLIC FACILITIES

Resolution #: R-25-36

WHEREAS, Tropical Storm Helene resulted in power outages at the following Town of Black Mountain public facilities: Town Hall, Public Safety (Police and Fire) building, Public Services building, and Lakeview Senior Center, disrupting essential services; and

WHEREAS, the Town of Black Mountain proposes to install permanent backup generators, potentially including hybrid battery systems, at these critical government facilities; and

WHEREAS, the State of North Carolina has committed to covering the 25% local cost share required by Federal Emergency Management Agency.

NOW, THEREFORE, BE IT RESOLVED that the Town of Black Mountain authorizes the Town Manager, or their designee, to submit a letter of interest to the State of North Carolina for an estimated $700,000 in Hazard Mitigation Grant Program funding to support generator installation and enhance continuity of operations.

This the 11th day of August, 2025.

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5.J. **Resolution Supporting Submission of a Hazard Mitigation Grant Application for Installation of SCADA Panels.**

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

SUPPORTING SUBMISSION OF A HAZARD MITIGATION GRANT APPLICATION FOR SCADA PANELS

Resolution #: R-25-37

WHEREAS, three critical sites in the Town of Black Mountain's water system lack Supervisory Control and Data Acquisition (SCADA) capability, limiting real-time monitoring and emergency response capacity; and

WHEREAS, the Town proposes to install three (3) new SCADA panels to improve disaster response, reduce overtime, and prevent infrastructure damage; and

WHEREAS, the Federal Emergency Management Agency has made funding available under Hazard Mitigation Grant Program, with the State of North Carolina providing the 25% cost share.

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council authorizes the Town Manager, or their designee, to submit a letter of interest to to the State of North Carolina for an estimated $10,000 in funding for this SCADA upgrade.

This the 11th day of August, 2025.

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5.K. **Resolution Supporting Submission of a Hazard Mitigation Grant Application for Standby Generators at Water Pump Stations.**

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

SUPPORTING SUBMISSION OF A HAZARD MITIGATION GRANT APPLICATION FOR STANDBY GENERATORS AT WATER PUMP STATIONS

Resolution #: R-25-38

WHEREAS, the Town of Black Mountain experienced significant water service disruptions during Tropical Storm Helene due to power outages at water pump stations; and

WHEREAS, the Town proposes to install nine standby generators at critical water system pump stations to ensure operational continuity during future hazard events; and

WHEREAS, this project aligns with the Buncombe-Madison Hazard Mitigation Plan and will reduce public health risks, infrastructure damage, and emergency response burdens; and

WHEREAS, the Federal Emergency Management Agency has made funding available through the Hazard Mitigation Grant Program, and the State of North Carolina will provide the required 25% cost share.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Black Mountain authorizes the Town Manager, or their designee, to submit the required letter of interest to the State for this project in the amount of an estimated $1,500,000.

This the 11th day of August, 2025.

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5.L. **Resolution Supporting Submission of a Hazard Mitigation Grant Application for Reducing & Hardening Waterline Stream Crossings.**

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

SUPPORTING SUBMISSION OF A HAZARD MITIGATION GRANT APPLICATION TO REDUCE AND HARDEN STREAM CROSSINGS

Resolution #: R-25-39

WHEREAS, exposed and eroding waterline stream crossings in the Town of Black Mountain's water distribution system have failed in past storm events, including Tropical Storm Helene; and

WHEREAS, the proposed project will harden or remove an estimated twelve (12) vulnerable crossings to prevent service interruptions, and infrastructure damage; and

WHEREAS, the State of North Carolina has committed to providing the required 25% local match for the Federal Emergency Management Agency's Hazard Mitigation Grant Program applications.

NOW, THEREFORE, BE IT RESOLVED that the Town of Black Mountain Town Council supports the submission of an estimated $1,700,000 letter of interest to the State of North Carolina for stream crossing mitigation and authorizes the Town Manager, or their designee, to submit the letter of interest to the State.

This the 11th day of August, 2025.

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5.M. **Resolution Supporting Submission of a Hazard Mitigation Grant Application for relocating aging and exposed waterlines that are located in streambanks and floodways.**

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

SUPPORTING SUBMISSION OF A HAZARD MITIGATION GRANT APPLICATION FOR WATERLINE RELOCATION

Resolution #: R-25-40

WHEREAS, aging and exposed waterlines located in streambanks and floodways are at high risk of erosion and flood-related damage; and

WHEREAS, the Town of Black Mountain proposes to relocate these lines to safer locations outside active floodways to prevent repeated damage and service disruption; and

WHEREAS, the Town has developed routing plans and budget estimates, and the project is ready for design and permitting upon grant award;

WHEREAS, the Federal Emergency Management Agency has provided funding through the Hazard Mitigation Grant Program, with the State of North Carolina providing the 25% match.

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council authorizes submission of a $3,000,000 Hazard Mitigation Grant Program letter of interest to the State of North Carolina, and authorizes the Town Manager, or their designee, to submit the letter of interest to the State.

This the 11th day of August, 2025.

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5.N. **Amended System Development Fee Capital Reserve Fund.** On April 13th, 2020, the Town of Black Mountain governing board adopted Resolution R-20-04 establishing the System Development Fee Capital Reserve Fund in accordance with the General Statues of the State of North Carolina 159-18 and Chapter 162A, Art. 8. System Development Fees shall be collected and allocated for future expenses related to the cost of construction or acquisition of capital improvements, professional fees, and to make debt service payments on existing debt related to past capital projects incurred for the construction or acquisition of capital improvements of the Town's water system. The System Development Fee (SDF) Capital Reserve Fund may be amended from time to time by adopting an amended resolution. The attached amended resolution establishes system development fees as a funding source and accounts for SDF's collected for current projects and/or debt service associated with current projects as defined within the resolution. Any projects that are allocated within the resolution that are not currently in progress will remain as restricted fund balance in the capital reserve fund until funding is needed. **Recommended amendment is an amended resolution to Transfer:** 1) Collected SDF Fees in the amount of $233,427 were collected within the Water Enterprise Fund and will be transferred to the SDF Capital Reserve Fund. 2) Transfer out of Reserve Funds to the Automated Meter Capital Project Fund for the purpose of completing the AMR Project in the amount of $185,000. Upon approval of this amendment the total amount of funds contained within the Capital Reserve Fund will remain within the SDF Capital Reserve Fund within the restricted fund balance for future water capital projects.

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

RESOLUTION AMENDING THE SYSTEM DEVELOPMENT FEE (SDF) CAPITAL RESERVE FUND (CRF) FOR PUBLIC UTILITIES
Resolution # R-25-32

WHEREAS there is a need in the Town of Black Mountain to provide funds for future capital projects related to its water and wastewater system, and to make debt service payments on existing debt related to past capital projects for its water and wastewater system; and

WHEREAS NCGS 159-18 authorizes the creation of a capital reserve fund; and

WHEREAS NCGS 162A, Art. 8 requires that all system development fee (SDF) proceeds be accounted for in a capital reserve fund,

WHEREAS, on April 13, 2020, the Town created a capital reserve fund to account for such system development fee proceeds and fund water capital projects ("System Development Fee Capital Reserve Fund" or "SDF CRF") within ordinance R-20-04; and

WHEREAS, the Town wishes to amend the System Development Fee Capital Reserve Fund to account for additional system development fee proceeds received and appropriate certain amounts; and

NOW, THEREFORE, BE IT RESOLVED that the governing board of Town of Black Mountain hereby adopts and enacts the following:

Section 1. The following additional system development fee revenues were collected within FY2025and are to be transferred into the CRF fund from the Water Enterprise Fund:

System Development Fees	**$233,427.00**

Section 2. The Governing Board hereby creates a Capital Reserve Fund (CRF) for the purpose of funding the following capital projects related to the Town's water and wastewater system:

AUTOMATED METER READING (AMR) PROJECT. Automatic meter reading, or AMR, includes automatic collecting consumption, diagnostic, and status data from a water meter (or other utility meter) and transferring that data to a central database for billing, troubleshooting, and analyzing. With AMR, the meter readers can collect meter readings much quicker by simply driving by meter locations. The new meters will assist customers in detecting leaks and will assist utility staff in detecting malfunctioning or tampered meters. Additionally, this timely information coupled with analysis can help both utility staff and customers better manage the Town's potable water usage. The Town has acquired all of the AMR utility meters to complete this project but has struggled with allocating staff to complete the project. Due to the additional workload on staff stemming from normal growth as well as the staff time required to complete the additional projects created by Helene, outsourcing of the meter install to complete this project will be necessary. Staff hope to complete the project within FY 2026.
The FY 25-26 appropriations from the CRF to the Water Automated Meter Capital Project for this purpose is $185,000.

RESERVE FOR WATER CAPITAL PROJECTS. Reserve funds for the purpose of funding capital projects that are considered eligible for recoverable cost through system development fees. Items to be included within this capital project category are:

- current and future capital waterline improvements and replacements throughout the Town.
- Future water line extensions
- upgrade and replacement of existing pumps. Pumps will help safeguard the town's ability to provide a consistent supply of water for years to come.
- Future System Development Fee Study required every five years

Reserve Funds Available for Water Capital Projects:	
Capital Reserve Fund Balance	$386,681.88
Transfer in SDF Revenues FY2025	$233,427.00
Total SDF CRF funds reserve funds available as of June 30th, 2025	**$620,108.88**
Transfer Out Reserve Funds to Automated Meter Capital Project	($185,000.00)
Remaining SDF CRF reserve funds	**$435,108.88**

Section 3. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the governing board as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects.

Section 4. This Resolution shall become effective and binding upon its adoption.

Duly adopted by the Town Council of Black Mountain on this the 11th day of August 2025.

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5.O. **Tropical Storm Helene Stormwater Infrastructure Enterprise Capital Project Ordinance and Budget Amendments.** This agenda item is to authorize and budget for the Helene Stormwater Capital Project. The Town is authorizing and budgeting for the $535,500 of funds to be received and expenditures incurred for the Helene Stormwater Infrastructure Project. This project is to be funded in whole or part by FEMA-4827-DR. For all permanent expenditures related to the storm FEMA has declared 90% reimbursement. The state of NC Emergency Management has declared funding of 10% to cover the remaining unreimbursed amounts from FEMA.

Council Member Ryan Stone made a motion to approve the following ordinance as presented. A vote of 5-0 in favor. Mayor Sobol was absent.

Town of Black Mountain Tropical Storm Helene Stormwater Infrastructure Enterprise Capital Project Fund Ordinance

Ordinance No: O-25-19

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

Section 1. Project Defined
The Town of Black Mountain defines a "Capital project" as a project financed in whole or in part by the proceeds of bonds, grants, notes or debt instruments or a project involving the construction or acquisition of a capital asset with expenditures that span across multiple fiscal years.

Section 2. Project Authorization
The project authorized is Tropical Storm Helene Stormwater Infrastructure. This project includes but is not limited to the mitigation and reconstruction of the Town of Black Mountain's stormwater infrastructure that was damaged during Tropical Storm Helene.

Section 3. Funding
This project is to be funded in whole or part by FEMA-4827-DR. For all permanent expenditures related to the storm FEMA has declared 90% reimbursement. The state of NC Emergency Management has declared funding of 10% to cover the remaining unreimbursed amounts from FEMA. Funding may be advanced from other Town of Black Mountain Funds for the purpose of making payments as due. Reimbursement requests should be made to any applicable grantor agency following the regulations and rules of the grant.

Section 4. Directives
The officers of the Town of Black Mountain are hereby directed to proceed with the capital project within the terms and budget contained herein, as approved by the Governing Board of the Town of Black Mountain. The Town Manager is hereby directed to act on behalf of the Town Council in all matters associated with the project within the terms of all contracts, agreements, and legal requirements binding on the project and within limits of the appropriate funds.

Section 5. Revenues
The following anticipated Revenues are hereby adopted:

Budgeted Revenues		
Revenue Type		***Anticipated Revenues***
FEMA Public Assistance Grant Reimbursement Funds (90%)		$48,200.00
NCEM Public Assistance Funds (10%)		$5,350.00
	Total Funds	**$53,550.00**

Section 6. Expenditures

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

Budgeted Expenditures		
Expense Type	***FEMA category***	***Anticipated Expenditures***
Water Control Facilities	D	$53,550.00
	Total Expenditures	**$53,550.00**

Section 7. Records and Reporting
The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 8. Official Copies

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

Section 9. Project Expiration
This project ordinance expires when the project has been completed and all of the Project Funds have been obligated and expended by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 11th day of August 2025.

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5.P. **Annual Property Tax Settlement for Fiscal Year 2025 & Adoption of the Order of Collection of Taxes for Fiscal Year 2026.** Annual Property Tax Settlement. Pursuant to N.C.G.S. § 105-373, After July 1, and before being charged with taxes for the current fiscal year, the tax collector must provide an annual settlement of current and delinquent property tax collected in the previous fiscal year for approval. The annual settlement provides in detail the tax collection of The Town of Black Mountain's Real Property, Personal Property, and Motor Vehicles. This report also includes the details regarding collection of the East Buncombe Fire District tax collections. Also, Pursuant to NCGS § 105-321, following the approval of the Tax Collector's Annual Statement of the preceding year, the governing board shall adopt an order of collection directing the tax collector to collect the taxes charged in the tax records and receipts. The order of Collection authorizes the collection of current fiscal year property taxes and charging the tax collector with the obligation to "employ all lawful means" to collect taxes.

Town Council Member Ryan Stone made a motion to approve the Property Tax Settlement for FY25, and adoption of the Order of Collection of Taxes for FY26. A vote of 5-0 in favor.

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5.Q. **Consideration of Art in the Afternoon Lease Renewal (one-year).** The lease agreement for Art in the Afternoon will expire August 31, 2025. Stephanie Bly, Tenant, plans to continue to operate the program and would like to execute another lease for 2025-2026. They plan to continue to use approximately 2,577 square feet at the Carver Center known as the annex. There are no changes from the previous lease and the amount stays at $1,000 per month.

Town Council Member Ryan Stone made a motion to approve the lease agreement for Art in the Afternoon for an additional year to expire August 31, 2026. A vote of 5-0 in favor.

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5.R. **HL-0013 Right of Way Acquisition & Services.** HL-0013 (Ninth Street

Bridge) is an ongoing bridge replacement project which is now moving into the right of way acquisition and utility line relocation phases. Construction is scheduled to commence in 2026. Early in the project, the town requested NCDOT administer the project due to federal highway requirements and regulations. Since this is a town-owned bridge and is a town-initiated project, the Town of Black Mountain is responsible for right of way acquisition and negotiations with affected parcels. These costs are reimbursable at 80% within the grant guidelines but do require separate agreements with the town. This agreement reflects the authorization of Vaughn & Melton to conduct right of way acquisition services on behalf of the town for five (5) parcels. The agreement reflects a flat fee for the services (which has been approved and deemed appropriate by NCDOT) as well as provides estimates of the costs projected to purchase the remaining four (4) right of way(s) from affected property owners.

Town Council Member Ryan Stone made a motion to approve the ratification of the agreement with Vaughn & Melton Engineering, as executed by Town Manager Josh Harrold on June 16, 2025, for right of way acquisition services and fees as part of the Ninth Street Bridge (HL-0013) project. A vote of 5-0 in favor. A copy of this agreement is included at the end of these minutes as Appendix A.

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5.S. **HL-0013 Right of Way Acquisition Acceptance Parcel #3.** HL-0013 (Ninth Street Bridge) is an ongoing bridge replacement project which is now moving into the right of way acquisition and utility line relocation phases. Construction is scheduled to commence in 2026. Early in the project, the town requested NCDOT administer the project due to federal highway requirements and regulations. Since this is a town-owned bridge and is a town-initiated project, the Town of Black Mountain is responsible for right of way acquisition and negotiations with affected parcels. These costs are reimbursable at 80% within the grant guidelines but do require separate agreements with the town. This DEED OF RIGHT OF WAY reflects the town acquiring its own property along the golf course located along Ninth Street at a cost of $10.00 for the Ninth Street Bridge replacement project HL-0013. This is known as parcel #3 in the right of way acquisition agreement with Vaughn and Melton.

Town Council Member Ryan Stone made a motion to approve the ratification and to accept the donation of right of way of town-owned property as outlined in Tax Parcel 0700-9011-6500-000 for an amount of $10.00 as presented. A vote of 5-0 in favor. A copy of this agreement is included at the end of these minutes as Appendix B.

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5.T. **HL-0013 Utility Relocation Agreement Approval.** HL-0013 (Ninth

Street Bridge) is an ongoing bridge replacement project which is now moving into the right-of-way acquisition and utility line relocation phases. Construction is scheduled to commence in 2026. Early in the project, the town requested NCDOT administer the project due to federal highway requirements and regulations. Since this is a town-owned bridge and is a town-initiated project, the Town of Black Mountain is responsible for utility relocation in the project area. These costs are reimbursable at 80% within the grant guidelines but do require separate agreements with the town. This agreement reflects the necessary utility line relocation by Duke Energy Progress LLC for this project in the amount of $103,424.27. This agreement has been vetted and approved by NCDOT.

Town Council Member Ryan Stone made a motion to approve the agreement with Duke Progress LLC., as presented, for utility line relocation in the amount of $103,424.27 as part of the Ninth Street Bridge (HL-0013) project and to authorize the Town Manager to execute the agreement. A vote of 5-0 in favor. A copy of this agreement is included at the end of these minutes as Appendix C.

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5.U. **EB-5547B (Greenway) Temp Construction Easement Donation.** EB5547 A and B (formerly known as the River Walk Greenway) is an ongoing bike and pedestrian project which is broken down into two sections. Section B begins at Black Mountain Ave. and ends at the existing trailhead of The Oaks Trail. This section includes significant improvements to the intersection of Midland Ave. and E. State St., bike lanes on NC-9 Hwy to Vance Ave. and Black Mountain Ave. Construction is projected to commence at the end of 2025 or early 2026 depending on Section A factors. The town has been working with Michael Baker International Engineering and Tellix to procure right of way and construction easements for this project. This deed of right of way reflects Montreat College donating a temporary construction easement to the town.

Town Council member Ryan Stone made a motion to accept the donation of a temporary construction easement for property owned by Montreat College as presented, dated July 24, 2025, for Section B of the River Walk Greenway for an amount of $0.00. A vote of 5-0 in favor. A copy of this agreement is included at the end of these minutes as Appendix D.

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5.V. **Resolution to Apply for Drinking Water State Revolving Fund (SRF) Funding for Drilling of New Wells**.

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

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA
RESOLUTION TO APPLY FOR DRINKING WATER STATE REVOLVING FUND (SRF) FUNDING FOR DRILLING OF WELLS
Resolution #: R-25-41

WHEREAS, The Town of Black Mountain has need for and intends to construct, plan for, or conduct a study in a project described as the drilling new wells to connect to the Town's water system in an attempt to prevent interruption in the event of a flood or natural disaster, and enhance resiliency; and

WHEREAS, The Town of Black Mountain intends to request State Revolving Loan Funds with 100% principal forgiveness for the project at an estimated amount of $2,500,000.

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

1. That the Town of Black Mountain, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

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

3. That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

4. That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Black Mountain to make a scheduled repayment of the loan, to withhold from the Town of Black Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

5. That Josh Harrold, Town Manager; and Jessica Trotman, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above, at an estimated amount of $2,500,000.

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

above; and to execute such other documents as may be required in connection with the application.

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

Adopted this the 11th day of August 2025 at Black Mountain, North Carolina.

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5.W. **Resolution to Apply for Drinking Water State Revolving Fund (SRF) Funding for Relocation of Water Lines within High-Risk Hazard Areas.**

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

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA RESOLUTION TO APPLY FOR DRINKING WATER STATE REVOLVING FUND (SRF) FUNDING FOR RELOCATION OF WATER LINES WITHIN HIGH-RISK HAZARD AREAS
Resolution #: R-25-42

WHEREAS, The Town of Black Mountain has need for and intends to construct, plan for, or conduct a study in a project described as relocation of water lines located within high-risk hazard areas in an attempt to prevent interruption in the event of a flood or natural disaster, and enhance resiliency; and

WHEREAS, The Town of Black Mountain intends to request State Revolving Loan Funds with 100% principal forgiveness for the project at an estimated amount of $2,500,000.

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

1. That the Town of Black Mountain, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

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

3. That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

4. That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Black Mountain to

make a scheduled repayment of the loan, to withhold from the Town of Black Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

5. That Josh Harrold, Town Manager; and Jessica Trotman, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above, at an estimated amount of $2,500,000.

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

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

Adopted this the 11th day of August 2025 at Black Mountain, North Carolina.

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6. PUBLIC HEARING- *none*

7. CITIZEN COMMENTS

- Kathy Phillips, 26 Hi View Dr., spoke about the Circle K development and also spoke about the Planning Board appointment considerations and current member's work with the draft Unified Development Ordinance.
- James and Anna Tomasik, 132 & 134 S. Ridgeway Ave. property owners, 1 Cliffledge Trl., spoke on the proposal to turn S. Ridgeway Ave. one way. They spoke about concerns of vehicular and pedestrian travel and safety on this road and are in favor of this proposal of one-way.

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8. UNFINISHED BUSINESS

8.A. **Ordinance Granting Public Service Company of NC, Inc. the use to construct, operate and maintain a gas utility system within the Town of Black Mountain for a period of thirty (30) years.** Dominion Energy (Enbridge Gas) has sent over the proposed franchise agreement renewal for natural gas. The original franchise agreement was adopted by the Town Council in 1995 for 30 years, expiring July 2025. When this franchise agreement was first adopted in 1995, a public hearing was held before the franchise ordinance was adopted by the Council. Attorney Justus has advised a public hearing be held if any citizen wishes to speak on the item. This hearing will be held at the next meeting on Monday, June 9th, 2025 at 6:00 p.m. in the Council Chambers. Following the public hearing on June 9th, the Council will then consider adoption of the franchise renewal. A draft of the franchise agreement to be renewed is attached, which was sent to the Town Attorney's office for review.

Attorney Brian Gulden spoke on the revisions made that has been sent to Enbridge's legal team for their response to the revisions. The Town is still waiting to hear back from Enbridge, therefore, Attorney Gulden suggested the Council extend the timeline one more month, 30-35 days, in order to receive feedback from Enbridge before any final approval is granted by the Council.

Town Council Member Doug Hay made a motion to extend the current agreement with Public Service Company of NC for an additional thirty-five days until final reviews of the revised agreement are completed. A vote of 5-0 in favor.

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9. NEW BUSINESS

9.A. **Petition for Town to Take Over Maintenance of Fay Jones Lane and Rantis Lane.** The owners of the residences on Fay Jones Lane and Rantis Lane have filed a petition to dedicate both Fay Jones Lane and Rantis Lane to the Town for maintenance and ownership. Public Works has viewed the petition and inspected the roads and are not recommending that the Town take over these roads for the following reasons: 1) future expense to maintain roads with no extra funding from the state (Powell Bill funds), and concern that existing funding may be cut due to Helene, and 2) this would require more staffing for maintenance such as snow removal. A similar request for the Town to dedicate these two roads as public streets was brought before the Council at its May 13, 2024, when the Council denied the dedication request.

Attorney Brian Gulden gave some remarks on this item to the Council suggesting to table this item until the September meeting in order to give time to review historical documents of when the development's plan was originally approved, and other supporting documents regarding streets in this area. ***Town Council Member Pam King made a motion to postpone the petition for the Town to take over maintenance of Fay Jones and Rantis Lanes until the September 8, 2025 meeting. A vote of 4-1 in favor. Council Member Doug Hay opposed.***

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9.B. **Discussion of Turning S. Ridgeway Avenue and a Portion of Sutton Avenue to One-Way.** McAdams, formerly Traffic, Planning and Design, conducted a study in April of 2023, to look at turning S. Ridgeway Avenue southbound to Sutton Avenue at the intersection of Sutton Avenue and S. Richardson Blvd into one-way traffic. Based on the report, it was recommended that traffic be directed one-way southbound on S. Ridgeway

Avenue and to re-time the signals at the intersection of S. Richardson Blvd and State Street. Due to the rising foot traffic that is being seen on Sutton Avenue and S. Ridgeway Avenue, staff are recommending that Council approve the traffic be redirected to one-way southbound on S. Ridgeway Avenue to the intersection of Sutton Avenue and S. Richardson Blvd. This will allow for marked pedestrian space along both streets. The recommended signage from the engineer report will cost approximately $400.00. Discussion ensued around a policy for notifying residents and business owners along a street for any proposed road changes, and review by the Active Mobility Commission. ***No action was taken by the Council on this item at this time.***

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9.C. **Text Amendments to Amend Ch. 1, Sec. 1.2.3, Ch. 4, Sec. 4.7.7.2, Ch. 4, Sec. 4.7.14, and Ch. 5, Sec. 5.18 in the Land Use Code; and Ch. 4, Alcoholic Beverages, Sec. 4-1 in the Town Code of Ordinances, to add provisions for sidewalk seating.** The current ordinance regarding sidewalk seating is vague and not clear on what can be included with sidewalk seating. The proposed text amendment will strengthen and clarify the allowance of sidewalk seating by adding a definition of sidewalk seating, adding a barrier requirement, adding sidewalk seating to the Table of Uses by Zoning District, implementing an annually-renewed permit requirement, and providing new standards.

Discussion ensued among Council members and staff. Defining "Outdoor Dining" specifically was discussed as an addition to this ordinance and to have the item come back before the Council at the next meeting for approval. ***The Council was in consensus to table the item until September's meeting.***

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9.D. **Ordinance Prohibiting Construction of New Town-Owned Buildings in the Regulatory Floodplain.** Staff recommends adoption of an ordinance that prohibits the construction of new public facilities within the regulatory floodplain. If no practicable alternative exists, these public facilities would require a level of design that exceeds NFIP (National Flood Insurance Program) requirements and is subject to the approval of the Town Council. This aligns with State Executive Order No. 266, which directs state agencies, and strongly encourages local governments, to avoid placing public infrastructure in flood-prone areas to reduce long- term risk and promote community resilience. This ordinance would be added to the Flood Damage Prevention Ordinance within the Town's Land Use Code under Chapter 2, Section 2.3, Article 5, as Section G. This proactive policy builds on lessons learned from Tropical Storm Helene, and other recent flood events, where public infrastructure suffered repeated damage due to its location within flood-prone areas. By adopting this ordinance, the Town demonstrates leadership in risk-informed development and strengthens its eligibility for future resilience and mitigation funding. Some discussion ensued about floodplain restriction areas, and restricting these buildings in the 100-year floodplain (Special Flood Hazard Area) only, and not also in the 500-year floodplain (Moderate Flood Hazard Area).

Town Council Member Doug Hay made a motion to Approve the Land Use Ordinance amendment prohibiting construction of new town-owned buildings in the 100-year floodplain (Special Flood Hazard Area) only, and not including the 500-year floodplain (Moderate Flood Hazard Area). A vote of 5-0 in favor.

AN ORDINANCE AMENDING THE SPECIAL FLOOD HAZARD MITIGATION ORDINANCE OF THE TOWN OF BLACK MOUNTAIN TO PROHIBIT NEW TOWN-OWNED BUILDINGS IN THE REGULATED FLOODPLAIN

Ordinance No. O-25-20

WHEREAS, the Town of Black Mountain is committed to fiscal responsibility, public safety, and climate resilience; and

WHEREAS, recent flood events, including Tropical Storm Helene in 2024, have highlighted the vulnerability of public facilities located within regulated flood hazard areas; and

WHEREAS, North Carolina Executive Order No. 266 prohibits new state-owned buildings in flood hazard areas unless no feasible alternative exists, aligning with best practices in risk reduction and infrastructure resilience; and

WHEREAS, it is in the interest of the Town to adopt a similar policy framework to reduce long-term public exposure to flood risk and ensure responsible stewardship of taxpayer resources.

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

The Black Mountain Land Use Code (Appendix A) within the Town of Black Mountain Code of Ordinances, Chapter 2- Building Regulations, Section 2.3 - Flood Damage Prevention Ordinance, Article 5 - Provisions for Flood Hazard Reduction be amended to the following (additions are underlined in bold and deletions are shown as red struck text):

Article 5:

Section G. - Prohibition on New Town-Owned Buildings in the Regulated Floodplain.

A.

1) **Purpose.**
   To reduce the risk of flood-related losses to public infrastructure and align capital investment decisions with best practices in floodplain management and climate adaptation, the Town of Black Mountain establishes a prohibition on the construction of new town-owned buildings within regulated floodplains.

2) **Applicability.**
This section applies to any new building that will be constructed, owned, and operated by the Town of Black Mountain, including but not limited to administrative buildings, public works facilities, parks and recreation buildings, emergency services buildings, and utility structures.

3) **Floodplain Restrictions.**
No new town-owned building shall be constructed within a FEMA-designated Special Flood Hazard Area (100-year floodplain) unless the following four conditions are met:

   a. **No Feasible Alternative Site Exists.**
   The Town demonstrates, through site selection analysis, that there is no feasible alternative location outside the 100-year floodplain.

   b. **Flood Risk Assessment.**
   A qualified flood risk assessment is completed by a professional engineer or certified floodplain manager, and the assessment findings are submitted to the Town Council.

   c. **Enhanced Resilient Design.**
   The proposed building incorporates design elements that exceed the minimum requirements of this ordinance by one additional foot in addition to BFE+2 and the North Carolina Building Code, including but not limited to freeboard, floodproofing, and elevated utilities. The proposed improvements will be recommended by the Town Manager and approved by the Town Council.

   d. **Written Justification.**
   A written justification is submitted to and approved by the Town Council in an open meeting, prior to any final site or construction approvals.

4) **Exemptions.**
   a. This section shall not apply to the repair, rehabilitation, or retrofit of existing town-owned buildings, provided such activities do not result in a substantial improvement as defined by this ordinance.

5) **Consistency with State Policy.**
   a. This policy is intended to align with the principles of North Carolina Executive Order No. 266 and shall be interpreted to promote eligibility for state and federal disaster recovery and mitigation funding.

B. Severability.

If any portion of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application.

C. Effective Date. This ordinance shall become effective upon adoption.

READ, APPROVED AND ADOPTED, this the 11th day of August, 2025.

****

9.E. **Amendment to the Town's Personnel Policy Manual to add an Emergency Lodging & Meal Support Policy.** Following Tropical Storm Helene, the Town incurred expenses to provide lodging and meals for essential staff and emergency personnel required to maintain operations and support response efforts. FEMA Public Assistance and other reimbursement programs require a formal policy to support such expenditures in order for them to be eligible for reimbursement. The proposed Emergency Lodging and Meal Support Policy establishes the authority and framework for the Town to provide or reimburse meals and lodging during emergency declarations—whether presidentially declared, state declared, locally declared, or determined by the Town Manager or Assistant Town Manager. The policy outlines who may be eligible, under what conditions, and how expenses will be documented and managed to meet reimbursement standards. The policy, once adopted, will be added to the Town's Personnel Policy Manual and will strengthen our emergency preparedness and continuity of operations efforts while aligning with federal and state emergency reimbursement requirements.

Town Council Member Alice Berry made a motion to approve the following resolution adding an amendment to the Town's Personnel Policy to add an Emergency Lodging and Meal Support Policy, as presented. A vote of 5-0 in favor. Mayor Sobol was absent.

RESOLUTION TO AMEND THE TOWN OF BLACK MOUNTAIN, NORTH CAROLINA PERSONNEL POLICY

Resolution #: R-25-34

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the following changes be made to the Town of Black Mountain Personnel Policy Manual, effective as of the date of this Resolution (additions are underlined in bold and deletions are shown as red struck text):

Article VI: Work Conditions and Expectations, Section 24.

Section 24. Emergency Lodging and Meal Support Policy

(a) **Purpose**

(1) **The purpose of this policy is to establish formal authorization for the Town of Black Mountain to provide lodging and meals for town staff, emergency workers, contractors, and essential personnel during an emergency situation in which remaining onsite or in proximity to critical operations is necessary to protect health, safety, or the continuity of government operations.**

(2) **This policy ensures compliance with requirements of federal and state reimbursement programs, including but not limited to FEMA Public Assistance (PA), the North Carolina Emergency Management (NCEM) reimbursement programs, and any future applicable relief mechanisms.**

(b) **Authority**

(1) **This policy shall apply during:**

- **A presidentially declared disaster or emergency;**
- **A state-declared disaster or emergency;**
- **A locally declared state of emergency by the Mayor;**
- **A determination by the Town Manager or Assistant Town Manager that an emergency situation exists that threatens the safety of personnel or significantly disrupts essential services.**

(c) **Policy**

(1) **The Town of Black Mountain may provide or reimburse reasonable costs for lodging, meals, and related subsistence expenses for:**

- **Town employees required to remain onsite or within close proximity to their assigned emergency duties;**
- **Mutual aid responders and contracted emergency personnel supporting the Town's response and recovery;**
- **Other individuals whose housing or meal support is deemed necessary to maintain critical operations or ensure health and safety during the event.**

This includes:

- **Hotel or short-term lodging accommodations when safe on-site shelter is unavailable or inappropriate;**
- **Meals provided onsite or through per diem reimbursement consistent with federal and state guidance;**
- **Extended support if recovery or response efforts continue beyond the duration of the declared event.**

All expenditures must be:

- **Pre-approved by the Town Manager or Assistant Town Manager;**
- **Reasonable, necessary, and directly related to the emergency;**

- **Documented with itemized receipts and justification, including names of those housed or fed and their roles in the response.**

(d) **Implementation**
The Town Manager, Assistant Town Manager, or their designee shall be responsible for implementing this policy during a qualifying emergency. Finance staff will ensure all documentation meets standards required for reimbursement by external funding agencies.

(e) **Reimbursement and Funding**
When applicable, the Town will seek reimbursement for these expenses through FEMA Public Assistance, NCEM, insurance, or other sources. Adoption of this policy is intended to support eligibility for current and future reimbursement programs by demonstrating formal procedures.

(f) **Review and Updates**
This policy shall be reviewed periodically and revised as necessary to remain consistent with best practices and federal/state guidance for emergency management and disaster recovery.

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

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

Adopted this 11th day of August, 2025.

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9.F. **Recommendation of Engineering Firms for FEMA Projects.** The following engineering firms have been recommended by staff for FEMA projects: McAdams (Hilltop Road & Town Roads Projects), Anchor (N. Occoneechee Sinkhole & Flat Creek Greenway Projects), Jennings (Swannanoa River Restoration Project), S&ME (Lake Tomahawk Dam Project), McGill (Watershed & Water System Projects). All firms have been federally procured for FEMA Projects. Once these firms are under contract, they will provide estimates for the work. FEMA will then obligate funds for the project(s), and the firms are paid out of that obligation of funds from FEMA. The next step in the process is for Town Council to approve the recommended firms and direct the Assistant Town Manager to negotiate contracts for these projects.

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

A RESOLUTION APPROVING RECOMMENDED ENGINEERING FIRMS FOR FEMA PROJECTS AND AUTHORIZING CONTRACT NEGOTIATIONS
Resolution No. R-25-46

WHEREAS, staff has completed a federally compliant procurement process for engineering services related to FEMA projects as a result of Tropical Storm Helene; and

WHEREAS, the following firms have been recommended by staff for the respective projects:

Firm	Project(s)
McAdams	Hilltop Road; Town Roads
Anchor	N. Occoneechee Sinkhole; Flat Creek Greenway
Jennings	Swannanoa River Restoration
SM&E	Lake Tomahawk Dam
McGill	Watershed & Water System

WHEREAS, all firms have been federally procured for FEMA projects, and upon execution of contracts, will provide estimates for the scope of work; and

WHEREAS, FEMA will obligate funds for each project upon review of the estimates, and payments to the firms will be made from these obligated funds; and

WHEREAS, the next step in the process is for the Town Council to approve the recommended firms and direct the Assistant Town Manager to negotiate and execute contracts for these projects.

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

1. The Town Council hereby approves the above-named engineering firms for the FEMA projects as outlined.
2. The Assistant Town Manager is hereby authorized and directed to negotiate and execute contracts with the approved firms for the listed projects.

Adopted this the 11th day of August 2025.

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9.G. **Appointment to the Black Mountain ABC Board.** Town Clerk Wesley Barker stated the Black Mountain Alcoholic Beverage Control (ABC) Board has a total of three (3) seats, that are appointed by the Town Council. The ABC Board has one seat whose term is expiring. This seat is currently held by Amanda Nichols. Ms. Nichols has indicated she does not wish to be re-appointed for another term on the ABC Board. Applications to the ABC Board were received by Andrew Tyson, Shawn Slome, and Jack Heinen. Please note that Jack Heinen does not reside within the corporate limits of Black Mountain. The other applicants do reside within the corporate limits of Black Mountain. After researching the guidelines for ABC Board Members, considering this is a board created via State Legislation and ABC Boards in North Carolina are local, independent political subdivisions of the State, SL-1971-457, the legislation text does not indicate any residency requirements for members of Black Mountain's ABC Board. Therefore, all three applicants are eligible.

Because there were multiple applicants to the ABC Board and only 1 vacant seat, Town Council used a ballot method to vote on the applicant to fill this vacant seat. The Town Clerk reported that Jack Heinen received the majority of votes for this seat. ***Town Council Member Doug Hay made a motion to appoint Jack Heinen to the Black Mountain ABC Board for a three-year term. A vote of 5-0 in favor. Mayor Sobol was absent.***

Name	Board/Commission	Term Expires
Jack Heinen	***ABC Board***	***7/1/2028***

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9.H. **Appointments to the Active Mobility Commission.** The Active Mobility Commission (AMC) consists of seven (7) members, who serve three- year (3-year) terms. Members must be full-time residents of the Town, or the East Buncombe Fire District. Currently, the AMC has two seats that are expiring and one vacant seat. Current members Kyle Cole and Michelle Knight's first terms are expiring. Michelle Knight is not interested in being reappointed. Further, there were 6 new applications submitted for AMC. These were from Edwin Aaronson, Jeremy Claeys, Tara Cooke, Janice Rausch, Alan Simmons and Joe Tuohey. Each of these applicants resides within the corporate limits of Town and are eligible. Because there were multiple applicants to this Commission, and only three vacant seats, Town Council used a ballot method to vote on the applicants to fill these seats. The Town Clerk reported that Jeremy Claeys, Kyle Cole and Janice Rausch received the majority of votes for these seats.

Town Council Member Pam King made a motion to appoint Jeremy Claeys, Kyle Cole and Janice Rausch to the Active Mobility Commission. A vote of 5-0 in favor. Mayor Sobol was absent.

Name	Board/Commission	Term Expires
Jeremy Claeys	***Active Mobility***	***7/1/2028***
Kyle Cole	***Active Mobility***	***7/1/2028***
Janice Rausch	***Active Mobility***	***7/1/2028***

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9.I. **Appointments to the Board of Adjustment**. The Board of Adjustment consists of 5 members each serving a 3-year term, and 3 alternate members without expiring terms. When a vacancy occurs, members move forward from the alternate seats and new membership is appointed to the alternate seats. Currently, the Board of Adjustment has three seats that are expiring, and two alternate member vacancies. Current members Linda Brinson, John Hines, and Chloe Riddle's terms are expiring. They are all eligible for re-appointment. Linda Brinson and John Hines are interested in being reappointed, which would allow them to serve their first full term, as they were previously alternate members and moved up to regular members within the last year. Member Chloe Riddle has indicated she would like to remain on the Board, but due to some travel, she needs to step back from her regular member seat and be an alternate. If the Council agrees, current Alternate #1, David Barley would be moved up to her seat as a regular member, for a three-year term, and Chloe Riddle would be moved to Alternate. Further, there was a new applicant who submitted an application, Mary E. Hall. She is eligible to serve as she lives within the corporate limits of Town. In order to maintain quorums at these Board of Adjustment meetings, staff recommends the following: 1) Re-appointment of Linda Brinson and John Hines, 2) Formal appointment of David Barley from Alternate to Member, 3) Appointment of Mary E. Hall to an Alternate position. This will still leave 2 vacant Alternate positions, to which recruitment will continue, but it will ensure the Board of Adjustment has enough members for quorums.

Town Council Member Pam King made a motion to appoint Mary E. Hall as an Alternate #1 member, re-appoint Linda Brinson and John Hines for their first full term as Regular Members, appoint David Barley from Alternate #1 to Regular Member, and move Chloe Riddle from Regular Member back to Alternate #2 on the Board of Adjustment. A vote of 5-0 in favor. Mayor Sobol was absent.

Name	**Board/Commission**	**Regular/ Alternate**	**Term Expires**
Linda Brinson	***Board of Adjustment***	***Regular***	***7/1/2028***
John Hines	***Board of Adjustment***	***Regular***	***7/1/2028***
David Barley	***Board of Adjustment***	***Regular***	***7/1/2028***
Mary E. Hall	***Board of Adjustment***	***Alternate***	***none***
Chloe Riddle	***Board of Adjustment***	***Alternate***	***none***

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9.J. **Appointments to the Historic Preservation Commission.** The Historic Preservation Commission (HPC) consists of five (5) members, who serve three- year (3-year) terms. Members must be residents within the corporate limits of Black Mountain. Currently, the HPC has one member seat expiring and one seat vacancy. Current member Lardner Moore, Jr. seat is expiring. Mr. Moore was appointed to the HPC in November 2024 to fill a vacancy in this seat. Mr. Moore is interested in continuing on this Commission, which, upon appointment, would be his first full three-year term. He has submitted an application, which is included in the agenda packet. Further, there were 3 new applications submitted for HPC. These were from Kev Hollo, Beth Johnson, and Elizabeth Swann. Each of these applicants resides within the corporate limits of Town and are eligible. Staff recommends that the Council re-appoint current member Lardner Moore, Jr., and Council would need to make one additional appointment to fill the vacant seat.

Because there were multiple applicants to this Commission, Town Council used the ballot- method to vote on the applicant to fill this vacant seat. Following the ballot votes, the Town Clerk reported that Elizabeth Swann received the majority of votes.

Town Council Member Doug Hay made a motion to re-appoint Lardner Moore, Jr. for his first full three-year term and appointment of Elizabeth Swann for a three-year term with the Historic Preservation Commission. A vote of 5-0 in favor. Mayor Sobol was absent.

Name	**Board/Commission**	**Term Expires**
Lardner Moore, Jr.	***Historic Preservation***	***7/1/2028***
Elizabeth Swann	***Historic Preservation***	***7/1/2028***

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9.K. **Appointments to the Planning Board.** The Planning Board consists of seven (7) members, who serve three-year (3-year) terms. Members must be residents within the corporate limits of Black Mountain. Currently, the Planning Board has five seats that are expiring. Two of these seats were appointed to an additional one-year term in July 2024 by Town Council due to continued work on the Unified Development Ordinance (UDO). It should be noted that the UDO was delayed last year due to Hurricane Helene, so the work on this is still ongoing and could take several more months. Member Pam Norton was appointed for one additional year in 2024 to see the UDO process through. Even though it is not yet complete, Pam is willing to stay on the board until the UDO is complete, if Council wishes. Additionally, members Chris Collins and Lauronda Teeple's second full terms are expiring, and they are also willing to stay on the board until the UDO is complete, if Council wishes. Further, member Joe Laudenslayer's first full term is expiring, and he is eligible for re-appointment for a second term. Member Chas Fitzgerald's term is expiring, and he has indicated he is moving out of the Town, and will be rotating off the board. This will leave a new vacancy. New applications to the Planning Board were received from Michael Churchman, and Anton DuMars. Both applicants reside within the corporate limits of town. Staff recommends that the Council re-appoint current member Joe Laudenslayer for his second three-year term. Also, Council should discuss the appointments of members Chris Collins, Pam Norton and Lauronda Teeple for an additional period until completion of the UDO. Staff has indicated this process could continue for several more months. Finally, Council will need to appoint a new member to fill the new vacant seat. Some Council discussion ensued about keeping current members on the board for another extended period of their terms to see the UDO through, to which the Council agreed was the best option at this time. Because there were multiple applicants for one vacant seat, Town Council used the ballot-method to vote on the applicant to fill this vacant seat. Following the ballot vote, the Town Clerk reported that Michael Churchman received the majority of votes.

Town Council Member Pam King made a motion to re-appoint Chris Collins, Pam Norton and Lauronda Teeple for an additional one-year to see the UDO through, re-appoint Joe Laudenslayer for a second three-year term, and appoint Michael Churchman for his first three-year term. A vote of 5-0 in favor. Mayor Sobol was absent.

Name	**Board/Commission**	**Appointment Length**	**Term Expires**
Chris Collins	***Planning Board***	***1-year addt'l***	***7/1/2026***
Pam Norton	***Planning Board***	***1-year addt'l***	***7/1/2026***
Lauronda Teeple	***Planning Board***	***1-year addt'l***	***7/1/2026***
Joe Laudenslayer	***Planning Board***	***3-year regular***	***7/1/2028***
Michael Churchman	***Planning Board***	***3-year regular***	***7/12028***

Additionally, it was noted by the Town Clerk that when the next appointments occurred, member terms would have to be adjusted accordingly to maintain staggered terms of Planning Board members going forward, so a majority does not rotate off at once. This means that some appointments may be for less than the normal three- year terms to get back on track.

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9.L. **Appointment to the Recreation Commission.** The Recreation Commission consists of five (5) members, who serve three-year (3-year) terms. A minimum of two-thirds of the membership will be made up of full-time residents within the corporate limits of Black Mountain. The remaining one-third of the membership may be made up of residents who reside in the East Buncombe Fire District, but not within the corporate limits of any incorporated municipality. Currently, only one seat on the Commission is expiring, which is William Boyd. Mr. Boyd's is eligible for another term, but prior to this Council meeting, he has indicated he would no longer like to be reappointed to a second term. A new application was received from Pam Pauly for the Recreation Commission.

Town Council Member Pam King made a motion to appoint Pam Pauly to the Recreation Commission for her first three-year term. A vote of 5-0 in favor. Mayor Sobol was absent.

Name	Board/Commission	Term Expires
Pam Pauly	***Recreation Commission***	***7/1/2028***

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10. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER- None.

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11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL- None.

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12. CLOSED SESSION - 143-318.11 (A) (6). The Town Council would now go into Closed Session as permitted via N.C.G.S. 143-318.11(a) (6)- To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. ***Vice Mayor Archie Pertiller made a motion to enter into closed session as allowed via NCGS 143-318.11(a)(6). A vote of 5-0 in favor. The time was 9:03 p.m.***

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13. ADJOURNMENT. The Town Council returned to open session from closed session at 9:27 p.m. With no further business, the Vice Mayor adjourned the meeting.

____
Archie Pertiller, Vice Mayor

ATTEST:

____
Wesley M. Barker, Town Clerk

BLACK MOUNTAIN TOWN COUNCIL MINUTES

August 13, 2025 | Special Called Work Session Meeting | Time: 8:30 AM

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

Black Mountain Town Council held their special-called work session meeting on Wednesday, August 13, 2025, at 8:30 AM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

Vice Mayor Archie Pertiller called the special meeting to order at 8:33 a.m. with the following members in attendance: Vice Mayor Archie Pertiller, Town Council Member Alice Berry, Town Council Member Doug Hay, Town Council Member Pam King, Town Council Member Ryan Stone. Mayor C. Michael Sobol was absent.

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk.

2. PRESENTATION FROM IEM INTERNATIONAL ON TOWN FEMA PROJECTS

2.A. Presentation from IEM on Town FEMA Projects

Hector Torres and Mike Chevrie with IEM International presented a recovery status update to the Town Council. An overview of the Town's projects includes 32 projects, with 72 damages, 3 emergency work projects, 34 permanent work projects that include roads & bridges (7), water control facilities (7), buildings & equipment (7), utilities (3), parks, recreational facilities, and other items (5), and management costs (1). Mr. Torres reviewed projects that were submitted to FEMA that had not been obligated yet and projects that were in formulation. The FEMA Public Assistance National Workflow Program Delivery Process steps were then reviewed. Some projects were then reviewed in more detail including Hilltop Road, Golf Course Maintenance Shop, dog park, green stormwater, water distribution, Veterans Park, and town wide roads. *Town Council Member Alice Berry left the meeting at 9:15 a.m.* Following the presentation, discussions ensued between Council Members, Town Staff, and IEM International Staff about Town recovery projects, funding and timelines. ***A copy of this presentation is included at the end of these minutes.***

3. ADJOURNMENT.

With nothing further, Vice Mayor Pertiller adjourned the meeting at 10:00 a.m.

Archie Pertiller, Vice Mayor	Wesley M. Barker, Town Clerk

BLACK MOUNTAIN TOWN COUNCIL MINUTES

September 4, 2025 | Agenda Meeting Work Session | Time: 5:00 P.M.

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

The Black Mountain Town Council held their agenda work session on Thursday, September 4, 2025, at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711.

Mayor C. Michael Sobol called the meeting to order at 5:02 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone. *Council Member Alice Berry was absent.*

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; Jamey Matthews, Public Works Director; Josh Henderson, Recreation & Parks Director.

September 8, 2025 Council Meeting Agenda Review: Town Manager Josh Harrold reviewed the proposed agenda items for the upcoming September 8, 2025 Regular Town Council meeting. Amendments to the agenda include the following:

- Moving S. Ridgeway Ave. One-Way agenda item from Consent to Unfinished Business.
- Moving the Lein for Abatement at 141 Richardson Blvd. from Consent to New Business.
- Adding a New Business item about the Town Attorney Review Process.

Vice Mayor Archie Pertiller made a motion to adopt the agenda as presented with the amendments as presented. A vote of 5-0 in favor.

It was announced that the Town Council will hold a special work session and meeting on Saturday, November 1, 2025 at 10:00 a.m. with Fountainworks to discuss recovery projects.

****

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:23 p.m.

______________________________	______________________________
C. Michael Sobol, Mayor	Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Laurel Mabery, Accountant	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Finance
TITLE OF ITEM:	Monthly Tax Collector Report		

SUGGESTED MOTION(S):
Approve the tax collection report as presented.

SUMMARY:

September 2025 Monthly Tax Collection Report

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 - September 2025

TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, November 10, 2025

SUBJECT: September 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	$	681,718.22
Adjustments and Releases	$	5,844.80
Outstanding real and personal property taxes	**$**	**4,736,536.62**

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 12.58%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	$	2,288.34
Adjustments and Releases	$	-

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

Ad Valorem	$ 4,758.06
Motor Vehicle	$ 317.79

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Jessica Trotman, Assistant Town Manager	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Resolution Repealing R-25-80 (Resolution Auth Staff to Apply for Capital Grant Funding for Engineering & Construction of New Combined Restroom & Concession Stand at Veterans Park) from November 1, 2025 due to duplication.		

SUGGESTED MOTION(S):

Approval of the Resolution repealing Resolution No. R-25-80 adopted November 1, 2025.

SUMMARY:

At the November 1, 2025 Town Council Work Session and Special Meeting, Council adopted Resolution No. R-25-80, entitled "Resolution Authorizing Staff To Apply For Capital Grant Funding For Engineering And Construction Of A New Combined Restroom And Concession Facility At Veteran's Park." Additionally, at this meeting, Council adopted Resolution No. R-25-79 entitled "Resolution Authorizing Staff to Apply for State Capital Grant Funding for Engineering & Construction of Facilities Determined to be Ineligible for FEMA PA (Public Assistance). Resolution No. R-25-80 conflicts with Resolution No. R-25-79 as R-25-79 was the final version that had the final accurate numbers to coincide with the application to the State Capital Grant. As a result, it is recommended that R-25-80 be repealed due to the duplication.

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. (To Be Repealed) R-25-80_Vet Park Restroom and Concession Stand Combined_Capital Grant Application

2. R-25-90_Resolution to Repeal R-25-80 from November 1, 2025 Council Meeting due to duplication_2025.11.10

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

TOWN OF BLACK MOUNTAIN

AUTHORIZING STAFF TO APPLY FOR CAPITAL GRANT FUNDING FOR ENGINEERING AND CONSTRUCTION OF A NEW COMBINED RESTROOM AND CONCESSION FACILITY AT VETERAN'S PARK

RESOLUTION NO. R-25-80

WHEREAS, the Town of Black Mountain owns and operates Veteran's Park, a vital public recreation area that sustained severe flood damage during Tropical Storm Helene (DR-4827-NC); and

WHEREAS, the existing restroom and concession stand structures at Veteran's Park were substantially damaged by more than five feet of flood inundation, resulting in unsafe and noncompliant conditions; and

WHEREAS, both structures were located within the Special Flood Hazard Area (SFHA) and partially within the floodway, did not meet National Flood Insurance Program (NFIP) standards, and are therefore ineligible for repair or replacement under FEMA Public Assistance (PA) rules; and

WHEREAS, the NC SMART Debris Program has approved demolition and debris removal of the damaged facilities, leaving the Town without restrooms or concessions at its primary community park; and

WHEREAS, the Town seeks to construct a new combined restroom and concession facility within Veteran's Park that will:

- Be located within the SFHA but fully comply with NFIP and local flood damage prevention ordinance requirements;
- Include elevated utilities, flood vents, and flood-resistant materials; and
- Be covered by flood insurance to ensure long-term resilience and risk reduction; and

WHEREAS, this project is not eligible for FEMA PA reimbursement and is therefore suitable for the North Carolina Capital Grant Program, which supports recovery and resilience projects not funded through other federal sources; and

WHEREAS, the planning-level cost estimate for engineering and construction of the new combined facility is $500,000, inclusive of site design, structural engineering, utilities, and compliance with accessibility standards; and

WHEREAS, replacement of these critical public facilities will restore essential recreational amenities, support youth sports programming, and promote safe, equitable park access for residents and visitors;

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

1. Town staff are hereby authorized and directed to prepare and submit an application to the appropriate state agency for Capital Grant Program funding in the amount of $500,000 to support the engineering and construction of a new combined restroom and concession facility at Veteran's Park.
2. The Town Manager, or their designee, is authorized to execute all necessary documents, certifications, and assurances to complete the application process.
3. The Town Manager is further authorized to coordinate with the Planning Department, Parks and Recreation Department, and Finance Department to prepare detailed design and budget documentation consistent with grant requirements and NFIP compliance.
4. Upon award, the Town Council will consider a budget amendment to appropriate grant funds and any required local match.

Adopted this the 1st day of November 2025.

____

C. Michael Sobol, Mayor

Attest:

____

Wesley M. Barker, Town Clerk

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

A RESOLUTION REPEALING RESOLUTION NO. R-25-80 ENTITLED "RESOLUTION AUTHORIZING STAFF TO APPLY FOR CAPITAL GRANT FUNDING FOR ENGINEERING AND CONSTRUCTION OF NEW COMBINED RESTROOM & CONCESSION STAND FACILITY AT VETERANS PARK"

Resolution #: R-25-90

WHEREAS, on November 1, 2025, at a special called Town Council work session meeting, Town Council approved Resolution No. R-25-80, entitled "Resolution Authorizing Staff To Apply For Capital Grant Funding For Engineering And Construction Of New Combined Restroom & Concession Stand Facility At Veterans Park"; and

WHEREAS, it was determined following the meeting that another parallel resolution was also adopted at this meeting including the same information, thus creating the need to repeal Resolution R-25-80, to avoid duplication.

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

1. That Resolution No. R-25-80, adopted November 1, 2025, is hereby repealed.

Adopted this the 8th day of September 2025.

____
C. Michael Sobol, Mayor

Attest:

____
Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Wesley Barker, Town Clerk, Assistant to the Manager	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Town Clerk
TITLE OF ITEM:	Appointment to the Board of Adjustment Alternate Seat		

SUGGESTED MOTION(S):
Motion to approve the appointment of Ted Rausch to the Board of Adjustment as an Alternate Member.

SUMMARY:

The Board of Adjustment consists of 5 members each serving a 3-year term, and 3 alternate members without expiring terms. Currently, the Board of Adjustment has one (1) alternate seat with a vacancy. The Town has received an application from Ted Rausch who is interested in serving on the Board of Adjustment. Mr. Rausch's application is attached and he is eligible to serve as he lives in the city limits. Council should review this application and consider appointing Mr. Rausch to serve as an alternate member to the Board of Adjustment.

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. Bd of Adj_Ted Rausch_Application_September 2025

Town of Black Mountain Advisory Board and Commission Application

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

For more information about each board/commission, visit Town of Black Mountain Advisory Boards & Commissions Webpage

Name
TED RAUSCH

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

Physical Address
122 Louisa Street, Black Mountain, North Carolina 28711

Mailing Address (if different than above)
122 Louisa Street, Black Mountain, North Carolina 28711

Primary Email
TedKRausch@gmail.com

Primary Phone
(803) 351-5913

Other Phone (if applicable)

Are you seeking reappointment?
No

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

Primary Preference
Board of Adjustment

Secondary Preference
ABC Board

Please list any relevant experience related to the board/commission you are applying for and any prior (or current) civic involvement.
Member Institute of Real Estate Management (IREM) 2000 to present; served on Governing Council, Ethics Committee 2018 to 2022, Chaired Ethics Appeal Board 2020 to 2022, Chapter President 2010 & 2013, Regional Vice President for TN, NC, & SC for 2 years.
President of Home Owners Association for 2010 to 2023 (70 homes in Columbia, SC.)
Elder & Deacon in Presbyterian Churches in Columbia, SC.
Rotary Club President 2024-2025 Rotary Club of Spring Valley, SC, member since 2014.
Served in the U.S. Army as an Engineer Officer in varying and increasing level of responsibility.

Managed retail, office, industrial, and some multifamily property for full service real-estate companies. Represented property owners in Property Owner's Associations.

Why do you wish to serve (or continue serving) the Town in this capacity as a Board or Commission member?
Participate in the life of my Town. Be part of the solution and not the problem.

Experience, Education, Certifications
Designated by the Institute of Property Management (IREM) as a Certified Property Manager (CPM). While serving in the US Army attended the U.S. Army Facilities Engineering Management Course, U.S. Army Command and General Staff Officer’s Course, Department of Defense Emergency Preparedness Course, Process Action Team Facilitation, Total Quality Management, and facility and construction related safety training.

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

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

Signature

Ted Rausch

Date
9/6/2025

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

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

Board, Commission & Committee Members' last adopted by Town Council on November 4, 2019.
  - ***1) Code of Ethics***
  - ***2) Attendance Policy***
  - ***3) Policies & Procedures for Administering Boards and Commissions.***
- Each appointed member will be provided the current Handbook for Advisory Board, Commission & Committee Members, and must indicate they have received and will abide by said material by signing an acknowledgement form, which will be kept on file by the Town Clerk's office for the duration of their term.
- For any application or appointment questions, please contact the Town Clerk's office via: town.clerk@tobm.org, or 828-419-9310.

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Jessica Trotman, Assistant Town Manager	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Finance
TITLE OF ITEM:	A Resolution Budgeting Kimley Horn Design Services for Veteran's Park Concessions and Restrooms		

SUGGESTED MOTION(S):
I move that we allocate $7,500 for Kimley-Horn to design a new combined restrooms and concessions facility at Veteran's Park that will meet NFIP standards.

SUMMARY:

This resolution budgets $7,500 for Kimley Horn to begin their initial designs of a combined restroom and concessions facility at Veteran's Park that will meet current building codes and National Flood Insurance Program (NFIP) standards.

BUDGET IMPACT:

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

If no, describe how it will be funded. This will be funded through available reserves in the Helene Fund.

ATTACHMENTS:

1. R-25-XX Resolution Budgeting Kimley Horn Design Services for Veteran's Park Restrooms and Concessions

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

A RESOLUTION BUDGETING KIMLEY HORN DESIGN SERVICES FOR VETERANS PARK CONCESSIONS AND RESTROOMS

Resolution No. R-25-XX

WHEREAS, the Town of Black Mountain sustained substantial damage to the Veteran's Park Restrooms and Concession Stands during Tropical Storm Helene; and

WHEREAS, the facilities do not meet National Flood Insurance Program regulations; and

WHEREAS, the Town has obtained a service agreement with Kimley Horn and Associates, Inc. to provide design services for options providing a combined concessions stand and restrooms facility at Veteran's Park; and

WHEREAS, the costs associated with the initial design and generation of facility options for the Town are estimated to be $7,500; and

WHEREAS, budgeting these proceeds allows the Town to initiate the site design work for the concessions and restroom project at Veteran's Park;

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

1. The Town budgets $7,500.00 to support site design activities for the Veteran's Park Restrooms and Concessions Stand.
    - $7,500.00 – for site design for the Veteran's Park Restrooms and Concessions Stand (*to XXX-XXXX-XXXXX from XXX-XXXX-XXXXX*)
2. The Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

ADOPTED this 10th day of November, 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:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Finance
TITLE OF ITEM:	A Resolution Authorizing Staff to Apply for Helene Recovery Fund for PARTF 2025-2026 Funding for Engineering and Construction of a New Combined Restroom and Concession Facility at Veteran's Park		

SUGGESTED MOTION(S):

I move that we authorize staff to pursue PARTF grant funds, in the amount of $500,000 for the Veteran's Park restrooms and concession project.

SUMMARY:

This resolution authorizes staff to pursue $500,000 of grant funding from the Helene Recovery Fund for PARTF, intending to use the anticipated NC Unmet Needs grant and Goldenleaf grant funding for the requisite local matching funds for the project.

BUDGET IMPACT:

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

If no, describe how it will be funded. Grant funded, if awarded.

ATTACHMENTS:

1. R-25-XX Resolution Authorizing Staff to Apply for PARTF Funding for Veteran's Park Restrooms and Concessions

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

TOWN OF BLACK MOUNTAIN

AUTHORIZING STAFF TO APPLY FOR HELENE RECOVERY FUND FOR PARTF 2025-2026 FUNDING FOR ENGINEERING AND CONSTRUCTION OF A NEW COMBINED RESTROOM AND CONCESSION FACILITY AT VETERAN'S PARK

RESOLUTION NO. R-25-XX

WHEREAS, the Town of Black Mountain owns and operates Veteran's Park, a vital public recreation area that sustained severe flood damage during Tropical Storm Helene (DR-4827-NC); and

WHEREAS, the existing restroom and concession stand structures at Veteran's Park were substantially damaged by more than five feet of flood inundation, resulting in unsafe and noncompliant conditions; and

WHEREAS, both structures were located within the Special Flood Hazard Area (SFHA) and one is partially within the floodway, do not meet National Flood Insurance Program (NFIP) standards, and are therefore ineligible for repair or replacement under FEMA Public Assistance (PA) rules; and

WHEREAS, replacement of these critical public facilities will restore essential recreational amenities, support youth sports programming, and promote safe, equitable park access for residents and visitors; and

WHEREAS, the Town seeks to construct a new combined restroom and concession facility within Veteran's Park that will:

- Be located within the 100YFP but fully comply with NFIP and local flood damage prevention ordinance requirements;
- Be covered by flood insurance to ensure long-term resilience and risk reduction; and

WHEREAS, the Town is applying for $350,000 of funding from the NC Helene Local Government Capital Grant Program and $100,000 of funding from the Goldenleaf Foundation to build an NFIP compliant restrooms and concession facility at Veteran's Park; and

WHEREAS, the Town plans to contribute an additional $50,000 toward the project from the Town's own Helene Recovery Fund; and

WHEREAS, this project is also be eligible for additional funding through the Helene Recovery Fund for PARTF (Parks and Recreation Trust Fund), which supports North Carolina local governments improving the quality of life for their communities through providing a 50% match in funding for approved parks and recreation infrastructure projects; and

WHEREAS, the planning-level cost estimate for engineering and construction of the new combined facility is $1,000,000, inclusive of site design, structural engineering, utilities, and compliance with accessibility standards; and

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

1. Town staff are hereby authorized and directed to prepare and submit an application to the appropriate state agency for Helene Recovery Fund for PARTF funding in the amount of $500,000.00 to support the engineering and construction of a new combined restroom and concession facility at Veteran's Park.
2. The Town Manager, or their designee, is authorized to execute all necessary documents, certifications, and assurances to complete the application process.
3. The Town Manager is further authorized to coordinate with the Planning Department, Parks and Recreation Department, and Finance Department to prepare detailed design and budget documentation consistent with grant requirements and NFIP compliance.
4. Upon award, the Town Council will consider a budget amendment to appropriate grant funds and any required local match.

Adopted this the 10th day of November 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:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Finance
TITLE OF ITEM:	A Resolution to Loan Funds for Grantwriting Services Related to Water System Projects from the Stormwater Utility Fund to the Water Fund		

SUGGESTED MOTION(S):
I move that Council approve the loan, in the amount of $91,000, from the Stormwater Utility Fund to the Water Fund for professional grantwriting services.

SUMMARY:

This resolution, if approved, will approve loaning $91,000 from the Stromwater Utility Fund to pay for grantwriting services for Water System projects. These funds are intended to be made whole through FEMA HMGP reimbursements. This loan is at 0% interest and repayments will begin no later than June 30, 2027.

BUDGET IMPACT:

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

If no, describe how it will be funded. This will temporarily lower the reserves in the Stormwater Utility Fund to increase the available funds in the Water Fund for professional services.

ATTACHMENTS:

1. R-25-XX Resolution Loaning Funds from the Stormwater Utility Fund for Water System Grantwriting Budget Amendment

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

A RESOLUTION TO LOAN FUNDS FOR GRANTWRITING SERVICES RELATED TO WATER SYSTEM PROJECTS FROM THE STORMWATER UTILITY FUND TO THE WATER FUND

Resolution No. R-25-XX

WHEREAS, the Town of Black Mountain seeks to make its water system more resilient in the wake of Tropical Storm Helene; and

WHEREAS, the Town has procured contracted grantwriting services to assist in creating applications for the FEMA Hazard Mitigation Grant Program (HMGP) to fund projects; and

WHEREAS, the current costs for professional grantwriting services for water system HMGP projects exceed what is currently appropriated for professional services within the water fund; and

WHEREAS, the costs associated with these grantwriting services are included in the grant budget if awarded; and

WHEREAS, the Town is enabled to loan funds from an enterprise fund to any other fund, as long as sufficient monies remain in the enterprise fund to cover expenses for the fiscal year, in accordance with NCGS 159-13(b)(14);

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

1. The Town loans $91,000.00 from the stormwater utility fund to the water fund (*to XXX-XXXX-XXXXX from XXX-XXXX-XXXXX*) with the following terms:
    - Loan payments to restore the balance of the stormwater utility fund are to begin no later than June 30, 2027, and payments are to be made at 0% interest.
2. The Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

ADOPTED this 10th day of November, 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:**	November 10, 2025
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Resolution Authorizing Town to Enter into Agreement with Arete Engineers, PLLC for Professional Engineering & Architectural Services		

SUGGESTED MOTION(S):
Motion to approve the resolution as presented.

SUMMARY:

The proposed Master Services Agreement (MSA) between the Town of Black Mountain and Areté Engineers, PLLC establishes a framework for providing on-demand professional engineering and consulting services to support Town infrastructure projects. The agreement allows the Town to issue individual Task Orders defining specific project scopes, budgets, and timelines under consistent contract terms.

Areté will assist the Town with services such as planning, design, permitting, construction management, cost estimation, and related engineering support. Compensation will be based on either a negotiated Task Order amount or hourly rates per the Standard Rate and Fee Schedule. The agreement also includes federally required terms and conditions to ensure compliance with FEMA and other federal funding requirements related to Hurricane Helene recovery.

Key provisions outline responsibilities for both parties, standards of care, payment procedures, insurance requirements, termination clauses, and adherence to applicable state and federal regulations.

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. Arete MSA Black Mountain_V2_20251110
2. R-25-91_Resolution Auth MSA with Arete Engineers for Engineering and Arch Services_2025.11.10

MASTER SERVICES AGREEMENT

This AGREEMENT made and entered into this 8th day of October, 2025, by and between the Town of Black Mountain, North Carolina, hereinafter referred to as “OWNER” and Areté Engineers, PLLC with offices at 7668 Valley Blvd, Blowing Rock, North Carolina, 28605, hereinafter referred to as “ENGINEER”.

WHEREAS, the OWNER, through an advertised, qualifications-based selection process, has selected and desires to retain ENGINEER, a professional consulting firm, to provide services for the accomplishment of certain TASKS and PROJECTS, to be defined by subsequent Task Orders which will reference, and be supplements to, this AGREEMENT, and;

WHEREAS, the OWNER may require ON-DEMAND professional multi-dimensional consulting services from time to time on an as-needed basis, to assist with Town projects, including but not limited to design services up to and including engineering, permitting, development of construction plans and specifications for various engineering projects, cost estimation, construction management and related construction services, and;

WHEREAS, the ENGINEER desires to provide such professional consulting services as may be agreed to by the parties in accordance with this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

FOR REVIEW

SECTION 1 - TYPES OF SERVICES RENDERED

1.1 SERVICES RENDERED FOR PROJECT TASK ORDERS

1.1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "B". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Master Agreement.

1.1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.

1.1.3 In performing services pursuant to this Agreement and any Task Order, ENGINEER shall comply with all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.1.4 ENGINEER'S basic services and responsibilities for each Task Order are outlined herein and further defined in each Task Order. A detailed Scope of Services for each Task Order, or for Additional Services, will be developed at the direction of the OWNER and will formally become a part of this Agreement through a Task Order executed by both parties. Each Task Order shall include payment provisions and provisions for time of completion by ENGINEER. Unless expressly stated otherwise in a given Task Order, ENGINEER shall perform those services required for each phase as outlined in Section 2 - Basic Services of this AGREEMENT.

1.2 ON-DEMAND SERVICES

1.2.1 From time to time, on an as-needed basis, for efforts with undefined or varying scope, the OWNER may request ON-DEMAND Services be rendered by the ENGINEER. This AGREEMENT shall apply to ON-DEMAND Services initiated by the OWNER and rendered by the ENGINEER.

1.2.2 ON-DEMAND Services include, but are not limited to, assisting the OWNER with engineering, permitting, development of construction plans and specifications for various engineering projects, cost estimation, construction management and related construction services.

1.2.3 ON-DEMAND services requested and authorized by the OWNER, that are agreed to and rendered by the ENGINEER, shall be provided on an hourly basis in accordance with the “Standard Rate and Fee Schedule" attached hereto as “Exhibit A".

SECTION 2 - BASIC SERVICES

The following is a general scope of services listing for project planning, design, bidding, and construction administration. Specific scope of services may vary according to the OWNER’S need as outlined in each specific Task Order.

2.1 PRELIMINARY PHASE

2.1.1 Consult with the OWNER to fully determine the OWNER'S requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.

2.1.2 Coordinate and conduct initial coordination meeting(s) with any other applicable parties as needed for the purpose of establishing communication lines, meet project team members and define project schedules, coordinate various plans and improvements and discuss pertinent matters related to the project.

2.1.3 If needed, prepare a preliminary opinion of probable construction costs and a written narrative memorandum of the technical scope of the project resulting from the preliminary determinations to assure a good understanding and coordinate such information with the OWNER.

FOR REVIEW

2.2 DESIGN PHASE

2.2.1 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, surveying, and coordination for all construction sequencing of the project as determined in the Preliminary Phase.

2.2.2 Review all design documents as described above with the OWNER for comments and approval throughout the design process.

2.2.3 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof, such as, sedimentation and erosion control plans, no-rise certifications, etc.

2.2.4 ENGINEER shall coordinate the services provided by any firms conducting subconsultant tasks such as surveying, geotechnical or environmental investigations or other types of construction materials testing and analysis needed for proper design. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services, unless specified by the Task Order.

2.2.5 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable construction cost based on the final design documents.

2.2.6 Furnish copies of the final design documents as required to accomplish the design phase.

2.3 BIDDING AND AWARDING PHASE

2.3.1 Assist the OWNER in advertising, receiving, opening and evaluating bids in accordance with the State of North Carolina General Statutes. Costs associated with project advertising and bid solicitation shall be paid for by the OWNER.

2.3.2 Consult with and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible, bidder.

2.3.3 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.3.4 Schedule a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project.

FOR REVIEW

2.4 CONSTRUCTION PHASE

2.4.1 Provide periodic on-site observation and construction administration in accordance with the ENGINEER'S modified Engineers Joint Contract Document Committee (EJCDC) general conditions to assistance in the discernment of the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and established schedules. During such visits and on the basis of on-site observations as experienced and qualified design professionals, keep the OWNER informed of the progress of the work, endeavor to safeguard the OWNER against defects and deficiencies in the materials and workmanship of the Contractor and disapprove or reject any work failing to conform to the Contract Documents. ENGINEER shall provide on-site observation and construction administration services for the original duration of the established construction time for the contractor constructing the project. On-site observation and construction administration services rendered by the ENGINEER beyond the original duration of the established construction time for the contractor constructing the project shall be considered additional services, and the ENGINEER will not proceed without written authorization by the OWNER.

2.4.2 Prepare and review Field Orders, Work Change Directives, and Change Orders as required. The provision of special inspections or other materials testing of the work, if necessary, shall be in accordance with section 2.2.5 of this agreement.

2.4.3 Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit. Review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.

2.4.4 Based on periodic on-site field observations as an experienced and qualified design professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor and recommend to the OWNER payment to the Contractor in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of ENGINEER'S knowledge, information and belief the quality of the work is in accordance with the Contract Documents.

2.4.5 Conduct a final review of the project with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if Contractor has fulfilled all obligations thereunder so that the ENGINEER may approve to the OWNER final payment to Contractor.

FOR REVIEW

2.5 POST-CONSTRUCTION PHASE

2.5.1 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished. The provision of surveyed as-builts will be considered additional services.

2.5.2 Provide or make available all project files and information to effect project close-out.

2.5.3 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish, or obtain from others, additional services of the following types which are not considered Basic Services under this Agreement.

3.1 Additional services resulting from significant changes in general scope of a Project or Task Order, or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction including provision of on-site observation and construction administration services rendered by the ENGINEER beyond the original duration of the established construction time for the contractor constructing the Project.

3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon in the Preliminary Phase.

3.4 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

3.5 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any ENGINEER construction contract if such construction contract is delayed beyond the original completion date.

3.6 Preparing to serve or serving as a witness (both expert and fact) for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.

3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

FOR REVIEW

3.8 Assistance with property acquisition, easements or right-of-way and preparation of easement map(s) not specifically included in the Task Order scope.

3.9 Provision of G.I.S. or surveying services for As-Builts.

3.10 Provision of Special Inspections, geotechnical or subsurface investigations, and construction materials testing during design and construction phases.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

4.1 Provide full information as to its requirements for the Project.

4.2 Assist the ENGINEER by placing at its disposal all available information pertinent to the Project including previous documents and any other data related to evaluation, design and construction of the Project.

4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, operating information, previous construction plans, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing its services under this Agreement.

4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.

4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 Pay for all costs incidental to conducting subsurface or other types of construction materials testing and analysis needed for proper design and construction of the Project. The provision of such services including subsurface, geotechnical, special inspections and materials testing, should they be required, shall be paid for by the OWNER and contracted directly between the OWNER and the consultant providing such services, unless otherwise specified by the Task Order.

4.7 Provide such accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to it under the construction contract.

4.8 Designate a person to act as OWNER'S representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with

FOR PREVIEW

respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

4.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any deficiency in design or defect in the Project.

4.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 2.2.3 of this Agreement.

4.11 Furnish, or direct the ENGINEER to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

4.12 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - GENERAL CONDITIONS

5.1 SCOPE OF SERVICES

ENGINEER shall render professional consulting services to the OWNER as set forth in this AGREEMENT and specific to each of the individual Task Orders or as may be required by the OWNER from time to time in the provision of On- Demand Services.

5.2 STANDARD OF CARE

ENGINEER will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time, place and condition these services are rendered.

This provision regarding standard of care as defined in the Agreement will in no way limit, and does not limit, the standard(s) of care required by and as established by and under Federal and North Carolina law, including under any applicable Federal and North Carolina case law, statutes, administrative codes, and other regulations.

5.3 AUTHORIZATION TO PROCEED

Execution of this Agreement will be considered authorization for ENGINEER to proceed with any ON-DEMAND Services that may be required and initiated by the OWNER. The execution by the OWNER of each Task Order will be considered authorization to proceed only for the scope of work specific to that individual Task Order.

FOR REVIEW

5.4 CHANGES IN SCOPE

The OWNER may request changes in the Scope of Services provided in Task Orders. If such changes affect ENGINEER'S cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the associated Task Order.

5.5 COMPENSATION

5.5.1 The OWNER shall pay the compensation to ENGINEER for services rendered as set forth in each of the Task Orders initiated by the OWNER. The OWNER shall compensate ENGINEER for ON-DEMAND services initiated by the OWNER and rendered by ENGINEER, on an hourly plus expenses basis in accordance with the ENGINEER'S “Standard Rate and Fee Schedule" attached hereto as “Exhibit A”. This Standard Fee Schedule shall be valid for a period of two (2) years starting upon the date of the OWNER'S execution of this Agreement. If the Task Order includes payment for subcontractor services, the ENGINEER will include a management fee of 10 percent of the subcontractor fee.

5.5.2 ENGINEER shall submit invoices to the OWNER monthly for work accomplished under this Agreement and the OWNER agrees to make full payment to ENGINEER within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the OWNER fail to make prompt payments as described herein, ENGINEER reserves the right to immediately stop all work under this Agreement until disputed amounts are resolved.

5.6 PERSONNEL

ENGINEER represents that it has, or will secure at their own expense, all personnel required to perform the services under this Agreement except those noted as additional services or beyond the scope of this AGREEMENT and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, ENGINEER may do so only with written approval of the owner.

ENGINEER shall give the OWNER written notice of subcontracting services prior to engagement. Should subcontracted services be provided on an hourly basis, fees will be billed at the subcontractor's standard rates plus a 10% markup.

5.7 OPINIONS OF PROBABLE CONSTRUCTION COST

Any cost estimates provided by ENGINEER shall be considered opinions of probable costs. These along with project economic evaluations provided by ENGINEER will be on a basis of experience and judgment, but, since ENGINEER has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

FOR REVIEW

5.8 TERMINATION

This Agreement may be terminated by OWNER upon 30 days' written notice for any reason or no reason at all. This Agreement may also be terminated by either party if the other party fails substantially to perform through no fault of the non-defaulting party and does not commence correction of such non-performance within ten (10) working days of written notice to do so and diligently complete the correction thereafter. On termination, ENGINEER will be paid for all authorized work performed up to the termination date plus agreed upon reasonable project closeout costs.

5.9 LIMITATION OF PROFESSIONAL LIABILITY

INTENTIONALLY LEFT BLANK TO COMPLY WITH CAROLINA LAW.

5.10 ASSIGNABILITY

This Agreement shall not be assigned or otherwise transferred by either ENGINEER or the OWNER without the prior written consent of the other party.

5.11 SEVERABILITY

The provisions of this Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

5.12 OWNERSHIP OF DOCUMENTS

The intellectual property contained in documents, calculations, drawings, maps and other items generated during the performance of services by the ENGINEER shall remain the property of ENGINEER. The foregoing notwithstanding, ENGINEER grants OWNER a non-revocable license to use the deliverables in any manner it sees fit in connection with the intended Project. Use beyond the intended Project is prohibited. ENGINEER shall assume no liability for inappropriate use of the deliverables.

5.13 EXCUSABLE DELAY

If performance of service is affected by causes beyond ENGINEERS control, Project schedule and compensation shall be equitably adjusted. Requests for additional services shall be agreed upon by both parties prior to performance of the work.

FOR REVIEW

5.14 INDEMNIFICATION

To the extent not prohibited by law and to the extent permitted by law, OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this Agreement, and as assigned in each of the Task Orders or services rendered as ON-DEMAND and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

ENGINEER agrees to indemnify, defend and hold OWNER harmless from any and all claims, and costs brought against OWNER which arises in whole or in part out of the failure by the ENGINEER to promptly and completely perform its obligations under this Agreement, and as assigned in each of the Task Orders or services rendered as ON-DEMAND and Additional Services.

5.15 INSURANCE

ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Evidence of such insurance shall be delivered to the OWNER on or before the commencement of work. OWNER shall be given written notice at least thirty (30) days in advance of any termination of any insurance coverage all policies of insurance required hereunder, other than workers' compensation, employer's liability and professional liability, shall name the OWNER as an additional insured.

A. AUTOMOBILE LIABILITY

Bodily injury and property damage liability insurance covering all owned, non- owned, and hired automobiles for combined single limit for each accident not less than $1,000,000 per person and $2,00,00.00 per accident, and property damage limits of nt less than $1,000.00.00 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

B. COMMERCIAL GENERAL LIABILITY

Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than $1,000,000 each occurrence / $2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

FOR REVIEW

C. PROFESSIONAL LIABILITY

Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of $1,000,000 per claim/$1,000,000.00 annual aggregate.

D. WORKERS' COMPENSATION

Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - $500,000 per accident limit, $500,000 disease per policy limit, $500,000 disease each employee limit.

5.16 CHOICE OF LAW

This Agreement shall be governed by the laws of the State of North Carolina as they exist at the time of the execution of this Agreement.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR SERVICES RENDERED

6.1.1 TASK ORDERS: The OWNER will pay the ENGINEER for services rendered as outlined in each Task Order.

6.1.2 ON-DEMAND SERVICES: Due to the limited scope and short duration of need, the OWNER will pay the ENGINEER for services rendered for OWNER authorized ON-DEMAND services an amount based on actual time, materials spent plus expenses incurred by principals, employees and agents of the ENGINEER in accordance with Exhibit "A" - Standard Rate and Fee Schedule.

6.1.3 ENGINEER will invoice separately for each Task Order and OWNER authorized ON-DEMAND services, should there be any. Each ON-DEMAND services invoice will include an itemization of ENGINEER'S staff type, hours expended, and expenses incurred.

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 Should the OWNER initiate additional services beyond those included in an individual Task Order, the OWNER agrees to pay the ENGINEER for those Additional Services rendered an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Task Order in accordance with Exhibit "A" - Standard Rate and Fee Schedule, should any of these Additional Services be requested by the OWNER.

FOR REVIEW

SECTION 7 – ENTIRE AGREEMENT

7.1 This Agreement, the Attached Exhibit C – Federally Required Terms and Condition - Hurricane Helene, and subsequent Task Orders constitutes the entire Agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. In the event of any conflict between this Agreement and the attached Exhibit B – Federally required Terms and Conditions – Hurricane Helene, for federally funded projects, the latter shall govern. This Agreement may only be amended, supplemented, or modified by duly executed written instruments

EXHIBIT A

2025 Hourly Rates

Me	Rate/Hr
Principal Engineer	**$280**
Senior Project Manager	**$265**
Project Manager II	$245
Project Manager I	$210
Engineer IV	$210
Engineer III	**$195**
Engineer II	$180
Engineer I	$165

Engineering/Field Services Technician III	$170
Engineering/Field Services Technician II	$140
Engineering/Field Services Technician I	$130
CADD Technician III [	$170
CADD Technician II	$145
ICADD Technician I	$130

EXHIBIT B

TASK ORDER NO.__

This **TASK ORDER NO.** dated the __________, day of___________20 , is a supplement to the **MASTER SERVICES AGREEMENT** dated _______ day of __________, 2025, between the Town of Black Mountain, North Carolina, hereinafter referred to as “OWNER” and Arete Engineers PLLC, hereinafter referred to as “ENGINEER”. The purpose of this Task Order is to authorize the ENGINEER to provide services for the “PROJECT” entitled:

______________________ .

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the “Services”) for the

Project including, performance of the following:

SECTION 3 – TIME OF COMPLETION

The Engineer shall complete the Project within _____ days (____ months) from the date first written above.

SECTION 4 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No.   the following Not to Exceed and/or Lump Sum amounts:

SECTION 5 - MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties as to this Project and may only be changed by a written amendment executed by both parties.

SECTION 6 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No.   in duplicate originals:

EXECUTED this _________day of __________________, 20   .

Arete Engineers PLLC

TOWN OF BLACK MOUNTAIN

By: ___________________________
Josh Harrold
Town Manager

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

By:

EXHIBIT C
Federally required Terms and Conditions – Hurricane Helene
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 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

(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 Educations Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, that prohibit discrimination on the basis of sex.

Disabilities

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

Access to Services for Persons with Limited English Proficiency

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

Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections

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

Other Nondiscrimination Laws

The Contractor agrees to comply with applicable provisions of other Federal 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 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

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

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

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

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

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

The Contractor further agrees to secure 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 EPAdesignated 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.

0. 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.

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 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" .

() 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;

(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.

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

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

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

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

BUY AMERICA

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

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

HUAWEI./ ZTB Ban

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

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 <u>attach an explanation to this bid or proposa</u>l.

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]

ATTACHMENT A

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

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]

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

RESOLUTION AUTHORIZING TOWN TO ENTER INTO AGREEMENT WITH ARETE ENGINEERS, PLLC FOR PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES

RESOLUTION NO. R-25-91

WHEREAS, the Town of Black Mountain (the "Town") requires on-demand professional engineering and consulting services to support public infrastructure recovery, planning, and capital improvement initiatives; and

WHEREAS, Areté Engineers, PLLC, a professional engineering firm located in Blowing Rock, North Carolina, was selected through a qualifications-based selection process in accordance with the North Carolina Mini-Brooks Act (G.S. 143-64.31); and

WHEREAS, the Town and Areté Engineers, PLLC desire to enter into a Master Services Agreement to establish terms and conditions under which the Engineer will provide professional services on an as-needed basis, through individually authorized Task Orders; and

WHEREAS, the Master Services Agreement includes federally required terms and conditions applicable to projects funded through FEMA or other disaster recovery programs related to Tropical Storm Helene (DR-4827-NC); and

WHEREAS, Town staff recommends approval of the Agreement to allow timely engagement of professional services necessary to advance infrastructure repair and capital projects.

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

1. The Town Council hereby authorizes the Town Manager to execute the Master Services Agreement between the Town of Black Mountain and Areté Engineers, PLLC, as presented.
2. The Town Manager is further authorized to execute individual Task Orders under the Agreement, subject to availability of funds and compliance with applicable procurement requirements.

Adopted this 10th day of November, 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:**	November 10, 2025
AGENDA SECTION:	New Business	**DEPARTMENT:**	Planning & Development Services
TITLE OF ITEM:	Recommendation to Lower Speed Limit on S Ridgeway Avenue and Sutton Avenue from 25 MPH to 20 MPH		

SUGGESTED MOTION(S):

I move that we lower the speed of S Ridgeway Avenue and Sutton Avenue from 25 MPH to 20 MPH to help improve safety concerns on this corridor and is keeping in protecting the health, safety, and general welfare of the citizens.

SUMMARY:

The Active Mobility Commission discussed alternatives to help improve safety on S Ridgeway Avenue and Sutton Avenue. One of the ideas was to reduce the speed limit. The Commission felt that lowering the speed limit on both streets would be a low cost modification to start improving safety concerns through this corridor.

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. Speed Limit Requested Change

Dear City Council Members, 18 September, 2025

The Active Mobility Commission met on Tuesday, 9-16-25 and discussed the safety issues of Sutton and S. Ridgeway Avenues. We are recommending the speed limit on both of these streets be reduced to 20 MPH.

Numerous community members have brought up their concerns to the Town Council regarding the safety issues for pedestrians and bicycle riders along that corridor, as you are well aware. For this reason, the commission is requesting you consider modifying the speed limit to 20 MPH and that this be an agenda item for the next Town Council meeting in October.

Reducing the speed limit in this area would be consistent with the majority of our other in-town speed limits and we collectively felt this is a low cost modification to start improving the safety concerns on this corridor.

Respectfully Submitted,

Janice Rausch
Member, Active Mobility Commission
janicek.rausch@gmail.com

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Josh Harrold, Town Manager	**MEETING DATE:**	November 10, 2025
AGENDA SECTION:	New Business	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Consideration of Ordinance to Amend the Town Code of Ordinances Ch. 47- Traffic & Vehicles; Article V, to add new Sect. 47-165: Wheeled vehicles other than bicycles and skates.		

SUGGESTED MOTION(S):

Approval of amending the Town Code of Ordinances as presented to add this new section.

SUMMARY:

As Black Mountain continues to grow in residents and tourists alike, the need to prohibit certain wheeled and toy vehicles on sidewalks in the CB zoning district (downtown) has grown. The town currently prohibits bicycles on sidewalks and skates in the CB zoning district. This amendment would prohibit other toy and wheeled vehicles such as scooters, hoverboards, skateboards, motorized vehicles, unicycles, one-wheels, etc.

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. O-25-37_Ordinance to Amend Town Code of Ord. Ch. 47- Traffic and Vehicles; Article V, to ADD a Sect. 47-165_Wheeled vehicles other than bicycles and s

Council Member ______ made a motion to approve the following Ordinance as presented. A vote of ___.

ORDINANCE TO AMEND TOWN CODE OF ORDINANCES CHAPTER 47- TRAFFIC & VEHICLES; ARTICLE V - BICYCLES AND TOY VEHICLES, TO ADD NEW SECTION SEC. 47-165- WHEELED VEHICLES OTHER THAN BICYCLES AND SKATES.

ORDINANCE # O-25-37

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

NOW, THEREFORE BE IT ORDAINED that Chapter 47, Article V, of the Town of Black Mountain Code of Ordinances, be amended with the following new section (additions are underlined in bold and deletions are shown in red struck text):

Chapter 47 – Traffic and Vehicles

Article V – Bicycle and Toy Vehicles

Sec. 47-165. - Wheeled vehicles other than bicycles and skates.

It shall be unlawful for any person to ride scooters, hoverboards, skateboards, motorized vehicles, unicycles, one-wheels, etc. on sidewalks in the CB zoning district.

Secs. 47-166-47-181. – Reserved.

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ on this the 10th day of November 2025.

____

C. Michael Sobol, Mayor

ATTEST:

____

Wesley M. Barker, Town Clerk