



# TOWN OF BLACK MOUNTAIN TOWN COUNCIL

February 9, 2026

REGULAR SESSION AGENDA

Time: 6:00 PM

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

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 Conserve Resources; print only when necessary.

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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. Black History Month Resolution**

**3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES**

**3.A. Active Mobility Commission Annual Report**

**3.B. Police Department Annual Report**

**3.C. Presentation by Black Mountain Community Emergency Response Team (CERT)**

**4. 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.

**5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL**

**6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER**

**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. Adoption of Meeting Minutes- April 23, December 15, 23, 31, 2025 and January 5, 8, 12, 21 & 23, 2026. - Wesley Barker, Town Clerk**

Motion: Motion to approve meeting minutes as presented.

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

Motion: Approve the tax collector report as presented.

**7.C. Call for Public Hearing for Voluntary Annexation of Property Owned by Givens Highland Farms - Michelle Kennedy, Planning Director**

Motion: To call for a public hearing for voluntary annexation for one parcel known as Buncombe County PIN #0609-46-7498.00000 to be held on Monday, March 9, 2026, at 6:00 p.m. or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

**7.D. Call for Public Hearing to Rezone 318 Tabernacle Road from R-1 to OI-6 -**

Michelle Kennedy, Planning Director

Motion: To call for a public hearing to rezone 318 Tabernacle Road (PIN #0609-46-7498.00000) from R-1 (Buncombe County zoning) to OI-6 (office and institutional) to be held on Monday, March 9, 2026, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

- 7.E. Call for Special Meeting on March 5, 2026 at 5:00 p.m. to hear an appeal from an order to take corrective action for 850 Blue Ridge Rd.** - Michelle Kennedy, Planning Director

Motion: Motion to call for special meeting on March 5, 2026 at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., to hear an appeal for a Building Inspector's issued order to take corrective action for 850 Blue Ridge Rd.

- 7.F. Consideration of Resolution to Apply for State Revolving Fund (SRF): Hurricane Helene Funding Administered by NC Division of Water Infrastructure (NCDWI) to Support Water Supply Improvements & Water Storage Tank Improvements.** - Jessica Trotman, Assistant Town Manager

Motion: Motion to approve the resolution authorizing the application for the SRF Hurricane Helene Funding with NCDWI.

## **8. PUBLIC HEARING - NONE**

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

## **9. 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.

## **10. UNFINISHED BUSINESS**

- 10.A. Approval of the Revised MOU between the Town and the Black Mountain Beautification Committee (BMBC) -**

Motion: Motion to approve the resolution for the revised MOU with Black Mountain Beautification Committee as presented.

- 10.B. Consideration of Town Code of Ordinances Amendment for Lake Tomahawk & Town Square Parks Operational Hours (Chapter 33, Article I, Sec. 33-3) -** Steve Parker, Police Chief, Wesley Barker, Town Clerk

Motion: Motion to approve the Town Code Amendment amending hours of operation for Lake Tomahawk and Town Square Parks as recommended.

## 11. NEW BUSINESS

- 11.A. Proposal for Financial Consultant Assistance with NC League of Municipalities (Amendment to Disaster Recovery Services MOA) - Richard Hicks, Interim Town Manager**

Motion: I move that Council authorize the Interim Town Manager to execute Disaster Recovery Services Memorandum of Agreement with the NC League of Municipalities.

- 11.B. Consideration of Golf Course Equipment Lease Proposal - Richard Hicks, Interim Town Manager**

Motion: I move that Council authorize the Interim Town Manager to enter into a Lease Agreement or Installment Purchase Agreement for the Purchase of Equipment for the Golf Course.

- 11.C. Approval of Conceptual Feasibility Study – Golf Course Maintenance Building - Richard Hicks, Interim Town Manager**

Motion: Approval of the Conceptual Feasibility Study for the proposed Golf Course Maintenance Building and authorize staff to proceed with next steps including, design phase, refinement of scope, identification of funding options, and future budget consideration.

- 11.D. Consideration of Fireworks Proposals - Richard Hicks, Interim Town Manager**

Motion: Council should discuss these quotes. If agreeing to move forward, the motion would be to authorize the Interim Town Manager to execute the agreement for the July 4, 2026 fireworks display with \_\_\_\_ company.

- 11.E. Request to Use System Development Fees (SDF) to Relocate Water Line - Jamey Matthews, Public Works Director**

Motion: Motion to approve System Development Fees (SDF) funds to relocate waterline as presented.

- 11.F. Consideration of Ordinance Regulating Representation of Third-Party Fire Inspection Reporting Fees - John Coffey, Fire Chief**

Motion: Motion to approve creating an Ordinance Regulating Representation of Third-Party Fire Inspection Reporting Fees as presented.

- 11.G. Discussion of Town Council Retreat - Richard Hicks, Interim Town Manager**

Motion: Council should discuss and can make a motion to set a date for a Council retreat.

- 11.H. Discussion of Norfolk Southern Railroad Lease - Richard Hicks, Interim Town Manager**

Motion: Discussion item. Council may make a motion based on the lease

discussion, if applicable.

**11.I. Discussion of Interim Town Manager to Hire Staff Vacancies - Richard Hicks, Interim Town Manager**

Motion: Discussion item. Council may choose to make a motion based on discussion if applicable.

**12. CLOSED SESSION- PURSUANT TO N.C.G.S. 143-318.11 (A)(3) - ATTORNEY-CLIENT PRIVILEGE.**

**13. ADJOURNMENT**



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Alice Berry, Town Council Member      **MEETING DATE:** February 9, 2026

**AGENDA SECTION:** Proclamations, Awards, Recognitions, Special Resolutions      **DEPARTMENT:** Administration

**TITLE OF ITEM:** Black History Month Resolution

**SUGGESTED MOTION(S):**

Motion to approve the resolution for Black History Month as presented.

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**SUMMARY:**

Resolution for Black History Month.

**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. R-26-11\_Resolution Black History Month\_100th\_Yr\_2026.02.09



# Resolution

## RESOLUTION HONORING BLACK HISTORY MONTH AND RECOGNIZING THE 100TH ANNIVERSARY OF ITS OBSERVANCE

### Resolution No. R-26-11

**WHEREAS**, Black History Month is observed each February to recognize and honor the history, culture, and contributions of African Americans to the United States; and

**WHEREAS**, in 1926 Dr. Carter G. Woodson established Negro History Week, laying the foundation for what has become Black History Month, and the year 2026 marks the 100th anniversary of this historic national observance; and

**WHEREAS**, African Americans have made enduring contributions to the civic, cultural, social, and economic life of the Town of Black Mountain, North Carolina, and the nation; and

**WHEREAS**, this centennial observance provides an opportunity to reflect on history, recognize progress, and reaffirm a shared commitment to equity, inclusion, and respect for all;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Black Mountain, North Carolina, that the Town hereby recognizes Black History Month during the month of February and proudly commemorates the 100th anniversary of the national celebration of Black history.

**ADOPTED this 9th day of February, 2026.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Jennifer Tipton, Senior Admin      **MEETING DATE:** February 9, 2026  
**AGENDA SECTION:** Communications from Staff, Councils, Commissions & Agencies      **DEPARTMENT:** Planning & Development Services  
**TITLE OF ITEM:** Active Mobility Commission Annual Report

**SUGGESTED MOTION(S):**

None

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**SUMMARY:**

Active Mobility Commission will provide their yearly report. The report will include short-, mid-, and long-term goals.

**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. 26\_02\_09\_AMC\_REPORT

**Active Mobility Commission  
Report to Town Council  
February 9, 2026  
Julie White, Chair**

**Short-Term Goals:**

The focus of our short-term goals is safety issues.

1. Follow up with NCDOT on progress on crosswalks for the sidewalks on the I-40 ramps.
2. Support of solution for safe pedestrian access on Sutton Avenue between Richardson and South Ridgeway Avenue. This area is part of the Central Business District, and it is important to have safe pedestrian access. Due to barriers on both sides of the road pedestrians are using the roadway for foot transportation. We understand the town is bound by state codes and laws on the North side of the road making solutions difficult there. We do encourage the exploration of any solutions which would accommodate the needs of the town and pedestrians. On the South side of the road, we would like to see the town work with Norfolk Southern for pedestrian access. We know that agreements have been made on other portions of Sutton to allow parking.
3. Reverting hours of the greenway path around Lake Tomahawk to 5 am – 11 pm. This path provides safe pedestrian access along Rhododendron and Lake Tomahawk Avenues where sidewalks are lacking.
4. We encourage the town to adopt the Fonta Flora State Trail Black Mountain to Point Lookout Trail Feasibility Study. This is requested by NCDOT before moving onto planning and construction of this portion of the trail. Michelle has a copy of the study.

**Mid-Term Goals:**

1. Completion of the bridge over the Swannanoa River leading to Veterans Park. We feel this is a high priority for bike and pedestrian connectivity to and from town. As Veterans Park is restored it makes sense to provide access which is not car dependent. We also feel it is important to have an idea of how this will be financed and how community efforts would fit into the funding picture.
2. Addition of lights under I-40 connecting two sides of Veterans Park. Exploratory work had been started with Josh Harrold before Helene hit.
3. Realignment of the Flat Creek Greenway making the unofficial path a part of the Greenway system. Some members of the commission have done some research on easements relating to the original easements acquired for the trail. We would like to see some research into this by town staff as it might make it easier to put in at least an official dirt trail on that property.
4. Completion of EB5547. We would like to see coordination with Fonta Flora State Trail staff to ensure that this project will meet compliance rules for becoming a part of the Fonta Flora State Trail through town.

**Long-Term Goals:**

1. Completion of the Fonta Flora Trail through town. We want to see coordination between town staff and Fonta Flora Trail personnel in planning this important connection.



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Steve Parker, Police Chief      **MEETING DATE:** February 9, 2026  
**AGENDA SECTION:** Communications from Staff, Councils, Commissions & Agencies      **DEPARTMENT:** Police Department  
**TITLE OF ITEM:** Police Department Annual Report

**SUGGESTED MOTION(S):**

N/A- Presentation only.

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**SUMMARY:**

Police Chief Steve Parker will present the Police Department's 2025 Annual Report to the Council.

**BUDGET IMPACT:**

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

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

**ATTACHMENTS:**

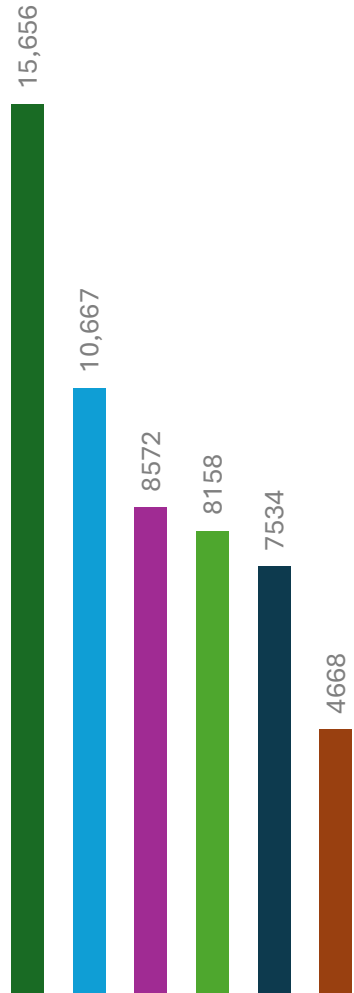
1. BMPD Annual Report

## *Top Issues*

- **BUILDING-SPACE NEEDS**
- **COMPETITIVE PAY**
- **VEHICLE FLEET**
- **POLICE RANGE – REBUILD**
- **RMS/CAD**

# POPULATION SIZE

■ Hendersonville ■ Waynesville ■ Black Mountain ■ Woodfin ■ Marion ■ Weaverville ■ Column3



Population

■ Hendersonville
■ Waynesville
■ Black Mountain
■ Woodfin
■ Marion
■ Weaverville
■ Column3

15,656

10,667

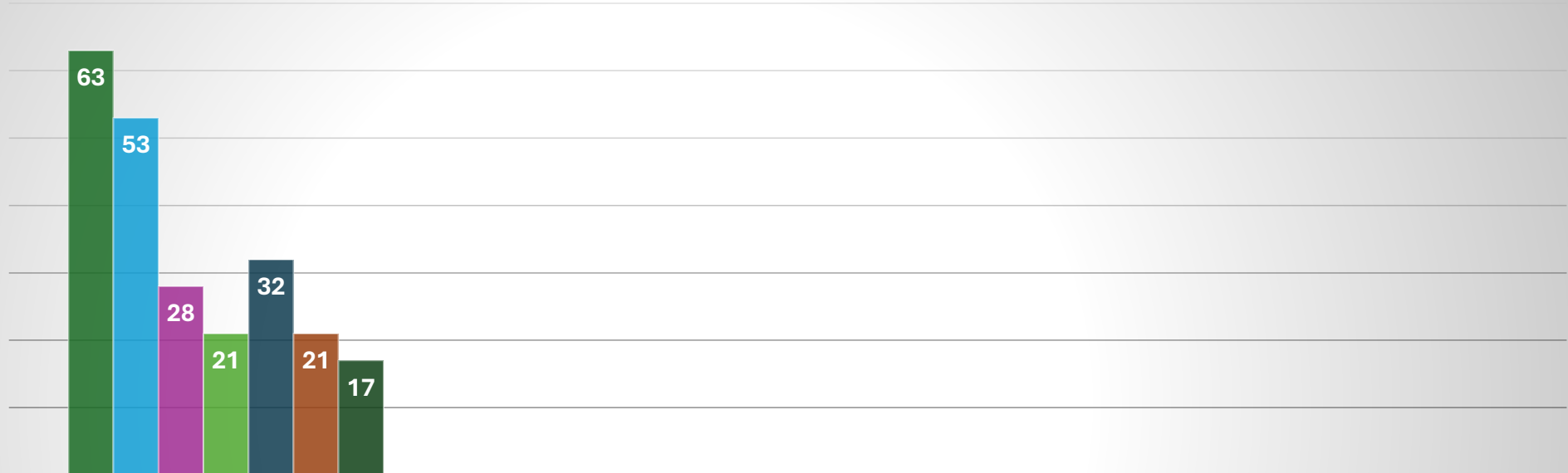
8,572

8,158

7,534

4,668

# Total Staff



	Total Staff		
Column1			
Hendersonville	63		
Waynesville	53		
Black Mountain	28		
Woodfin	21		
Marion	32		
Weaverville	21		
Biltmore Forest	17		

■ Hendersonville  
 ■ Waynesville  
 ■ Black Mountain  
 ■ Woodfin  
 ■ Marion  
 ■ Weaverville  
 ■ Biltmore Forest

# BUDGET

■ Hendersonville 
 ■ Waynesville 
 ■ Black Mountain 
 ■ Woodfin 
 ■ Marion 
 ■ Weaverville 
 ■ Biltmore Forest

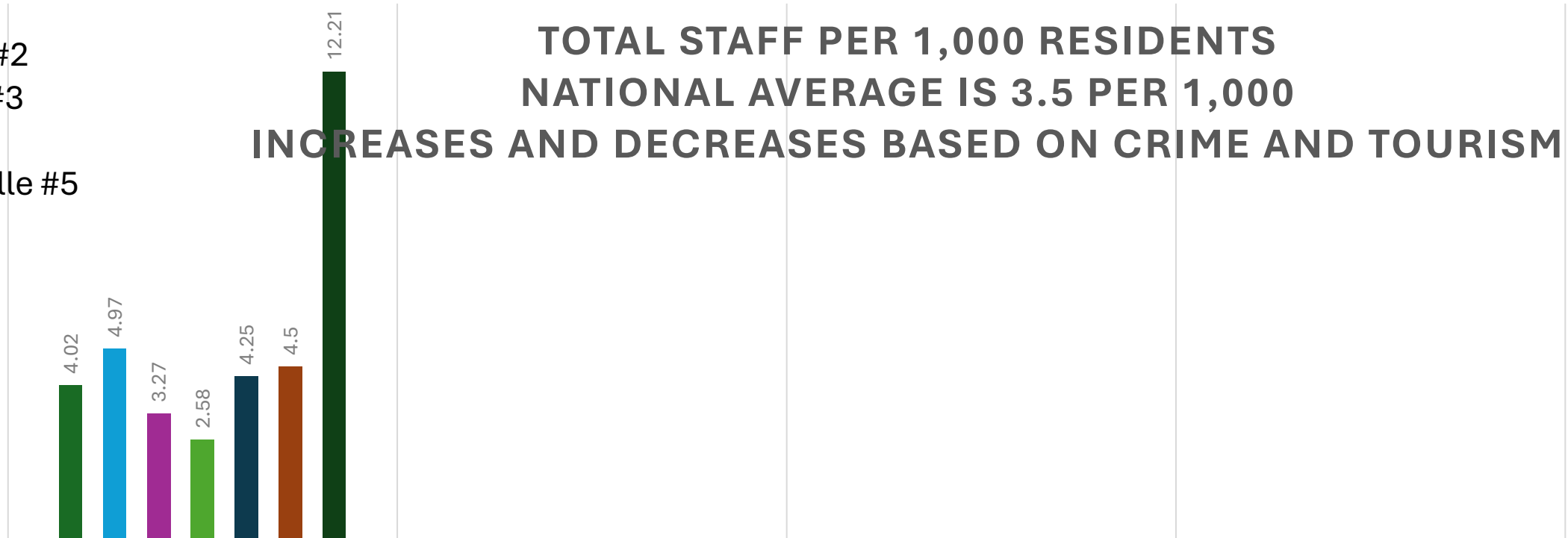


Hendersonville #1  
 Waynesville #2  
 BM #3  
 Weaverville #4  
 Marion #5  
 Woodfin #6  
 BF #7

Column1			
Hendersonville	\$8,200,000		
Waynesville	6,200,000		
Black Mountain	\$3,762,000		
Woodfin	\$3,108,780		
Marion	3,400,000		
Weaverville	\$3,508,229		
Biltmore Forest	\$2,300,000		

BF #1  
 Waynesville #2  
 Weaverville #3  
 Marion #4  
 Hendersonville #5  
 BM #6  
 Woodfin #7

**TOTAL STAFF PER 1,000 RESIDENTS  
 NATIONAL AVERAGE IS 3.5 PER 1,000  
 INCREASES AND DECREASES BASED ON CRIME AND TOURISM**



Staff Per 1,000

Hendersonville	4.02
Waynesville	4.97
Black Mountain	3.27
Woodfin	2.58
Marion	4.25
Weaverville	4.5
Biltmore Forest	12.21

# COST PER CITIZEN YEARLY FOR PUBLIC SAFETY

■ Hendersonville  
 ■ Waynesville  
 ■ Black Mountain  
 ■ Woodfin  
 ■ Marion  
 ■ Weaverville  
 ■ Biltmore Forest



BF- #1  
 Weaverville #2  
 Waynesville #3  
 Hendersonville #4  
 Marion #5  
 BM #6  
 Woodfin #7

Public Safety Cost			
<span style="color: green;">■</span> Hendersonville	\$523		
<span style="color: cyan;">■</span> Waynesville	\$581		
<span style="color: purple;">■</span> Black Mountain	\$439		
<span style="color: lightgreen;">■</span> Woodfin	\$381		
<span style="color: darkblue;">■</span> Marion	\$451		
<span style="color: brown;">■</span> Weaverville	\$751		
<span style="color: darkgreen;">■</span> Biltmore Forest	\$1,652		

**Average Public Safety cost per citizen \$521 Without BF**  
**BM \$439 \$82 less than average**



JOIN OUR TEAM

# WOODFIN POLICE DEPARTMENT IS NOW HIRING



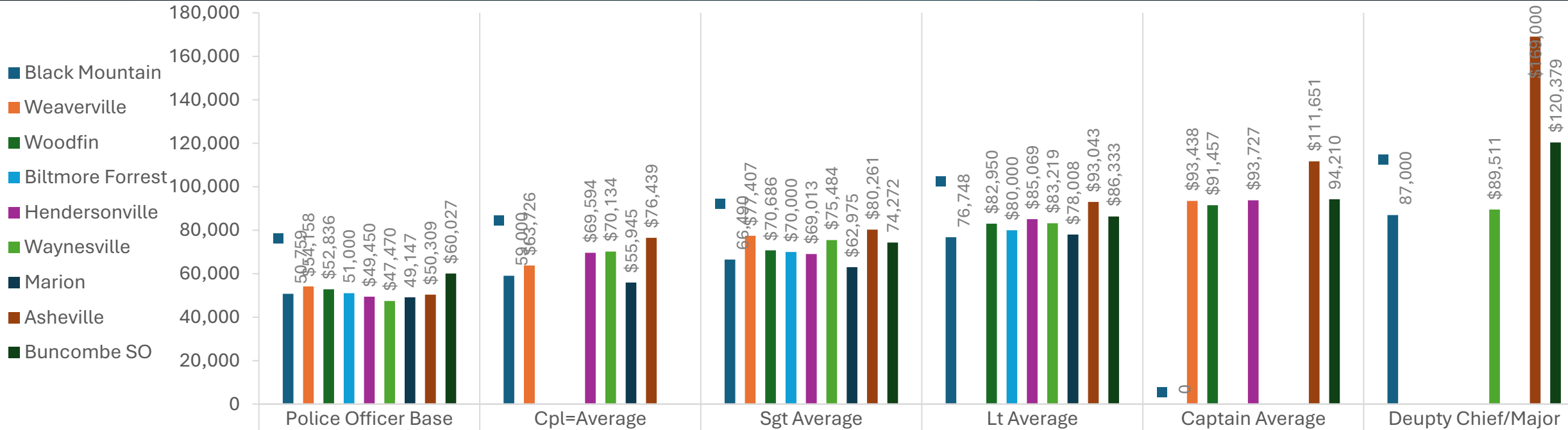
Up to  
**Starting: \$74,445**

**\* ONE TIME SIGN ON BONUS \***

We are seeking individuals  
who want to make a  
difference in our community;

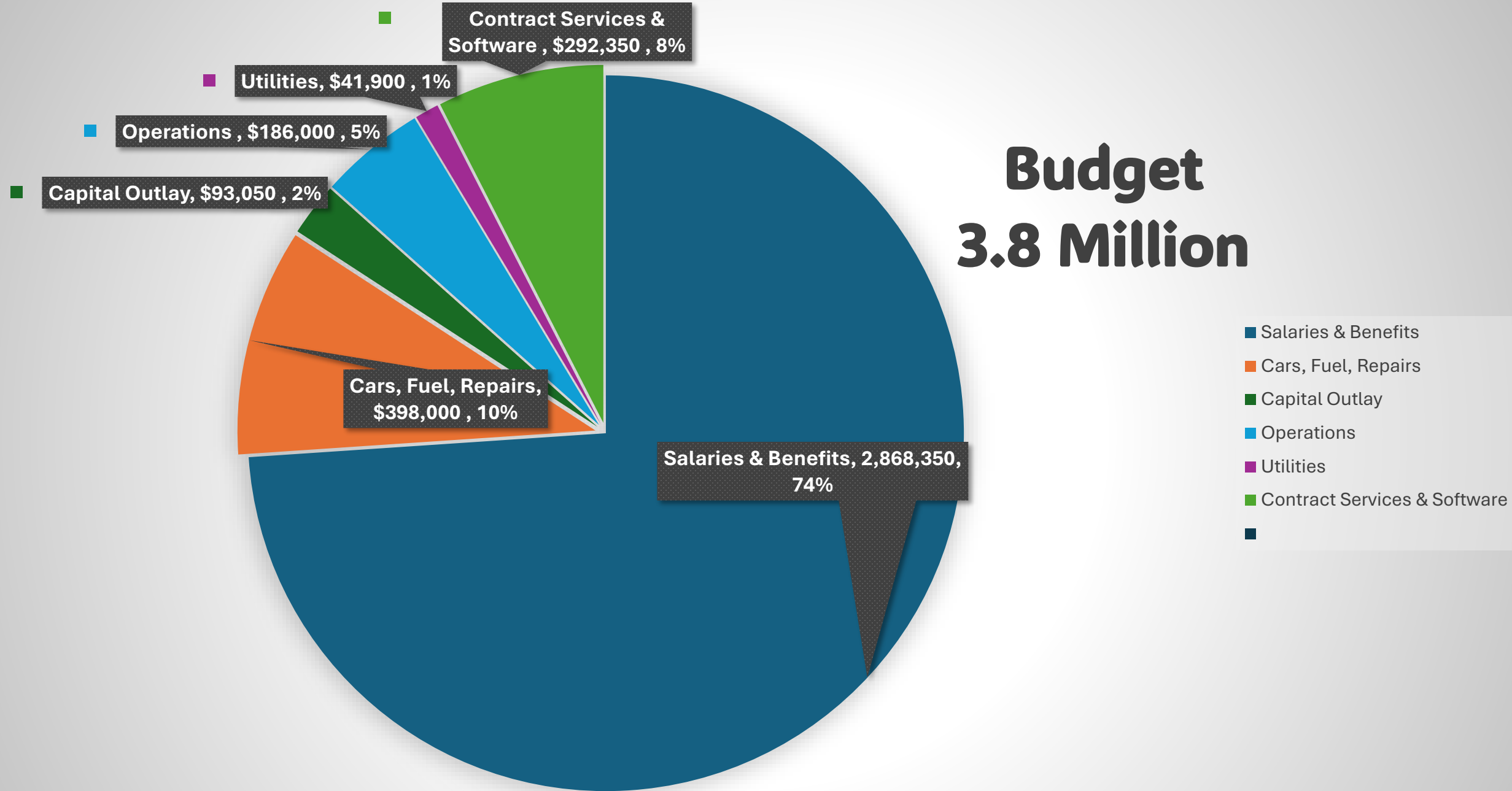
- Starting Salary up to \$74,445
- Base Salary for entry level \$52,320
- Laterals entry - \$52,836 - \$74,445 (based on training and years of experience.)
- One time sign on bonus
- Career Development
- Incentives for Education FTO, Second Language LEO Certificates and more
- Take Home Car
- 13 Paid Holidays

# Agencies Entry-Supervisor Pay Scales



Black Mountain	50,759	59,000	66,490	76,748	0	87,000
Weaverville	\$54,158	\$63,726	\$77,407		\$93,438	
Woodfin	\$52,836		\$70,686	\$82,950	\$91,457	
Biltmore Forrest	51,000		\$70,000	\$80,000		
Hendersonville	\$49,450	\$69,594	\$69,013	\$85,069	\$93,727	
Waynesville	\$47,470	\$70,134	\$75,484	\$83,219		\$89,511
Marion	49,147	\$55,945	\$62,975	\$78,008		
Asheville	\$50,309	\$76,439	\$80,261	\$93,043	\$111,651	\$169,000
Buncombe SO	\$60,027		74,272	\$86,333	94,210	\$120,379

# Budget 3.8 Million



Radio \$4,500

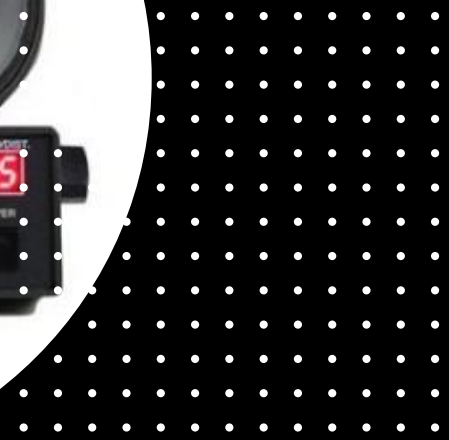
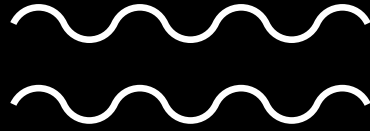


Camera \$10,000



Tablet  
\$3,500

Radar \$3,000



# 1 New Officer - \$51,000 + Salary & Benefits 72,000 = \$2,670 for 27 employees



- Cost Of New Hire
- 3 Long Sleeve, 3 Short Sleeve, 3 Pants, Boots, Tie, Duty Belt, Handcuffs, Magazine Holder, Bullet Proof Vest 5 Years, Firearm, Taser

THE NORTH CAROLINA  
LEAGUE OF MUNICIPALITIES

**20% Insurance reduction**

Recognizes

**Black Mountain Police Department**

**For completing the Law Enforcement Risk Management Review  
and proactively serving the community in a professional manner  
while taking steps to minimize risks to our citizens and officers**

**Presented October 10th, 2022**



*In recognition of its commitment to best practices in law enforcement and the compliance with standards deemed essential to the effective delivery of services to promote public safety, through the authority vested in the Commission, this Certificate of Accreditation is presented to*

*Black Mountain Police Department*

*Certificate of Accreditation*

*Effective, this the 23rd of August, 2024 and is recognized as an accredited law enforcement agency for a period of three years.*

A handwritten signature in black ink, appearing to read "W. Hollingsud".

*Chief William Hollingsud*

*Chair of the North Carolina Law Enforcement Accreditation Committee*

A handwritten signature in black ink, appearing to read "Alan Jones".

*Sheriff Alan Jones*

*Chair of the North Carolina Sheriffs' Education  
and Training Standards Commission*



A handwritten signature in black ink, appearing to read "Chris Blue".

*Chief Chris Blue*

*Chair of the North Carolina Criminal Justice Education  
and Training Standards Commission*

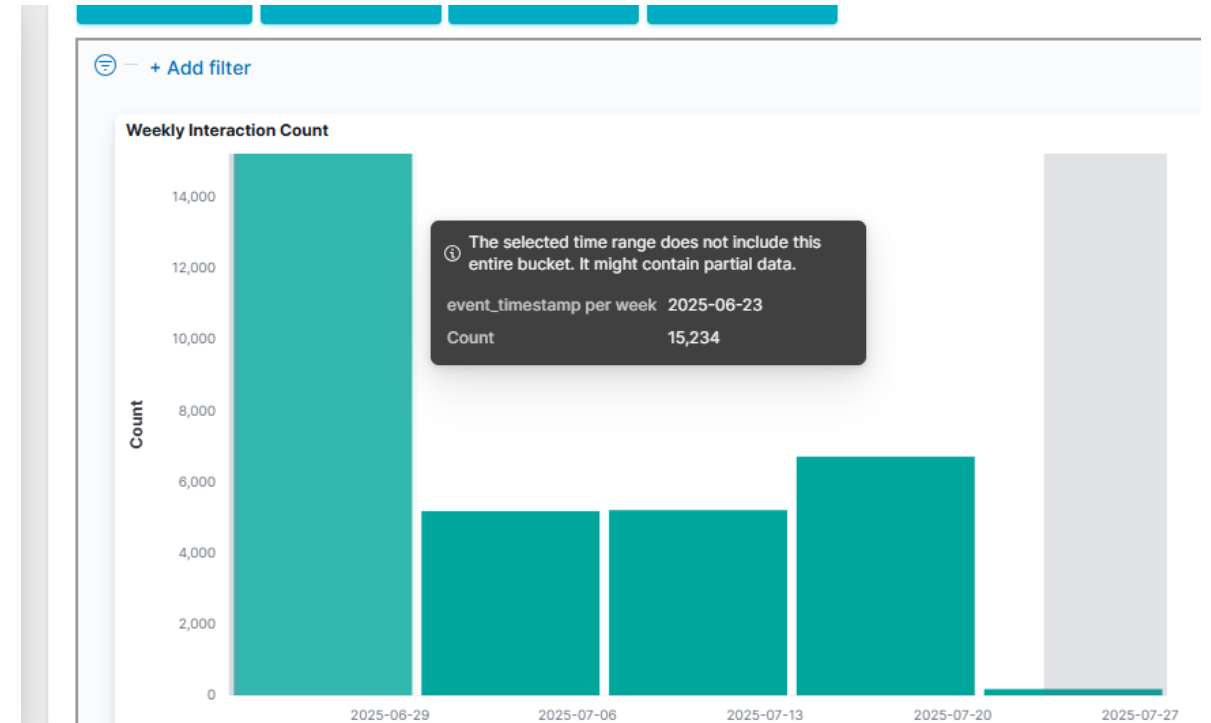
# BLACK MOUNTAIN POLICE DEPARTMENT MOBILE APP

**SCAN**  
to download


Download on the  
App Store

GET IT ON  
Google Play

Built by:  **THEPOLICEAPP.COM**  
CUSTOM POLICE APPS



# New App - Paid for by ABC Board and Private partnership

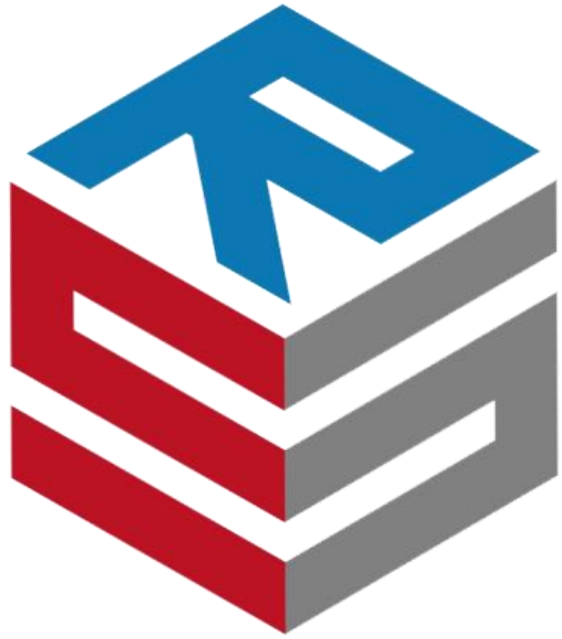


Added Cameras with private partnership  
ABC, Ingles, Kearfott -5

# frock safety Explained



**1<sup>st</sup> Year Paid by Grant**



**RESPONDER**  
**SUPPORT SERVICES**

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Keeping Responders Responding

## **WSIC** Man Wanted For String of Robberies

by WSIC News | Jun 2, 2023 | WSIC Local News

An armed and dangerous Concord man wanted for the robberies of First Horizon Bank in Statesville, as well as a series of Charlotte area banks was captured Thursday in Black Mountain, according to the U.S. Marshals Service Carolinas Regional Fugitive Task Force. Kelvin Wayne Simmons was wanted for robbery with a dangerous weapon, kidnapping, and fleeing/eluding arrest by a motor vehicle. The U.S. Marshals Service said Simmons was wanted for multiple armed robberies not only in Statesville and Mecklenburg, but also Rowan, Rockingham, and Henderson counties. Simmons was released from prison in October 2022 after being charged with resisting an officer, attempted robbery with a dangerous weapon, and felony breaking and entering in 2001.

NORTH CAROLINA NEWS

### **NC deputy killed by convict during trip to medical center; suspect caught after chase in stolen car, sheriff says**

by: Rodney Overton - Associated Press



Cherokee County Detention Officer Francisco Paul Flattes. Photo courtesy: Back the Blue

North Carolina State Bureau of Investigation  
**Motor Vehicle Theft Vehicle Count**  
 Black Mountain  
 2021  
 Production

Run Date: 1/8/2026 9:09:22 AM

OCA	Incident Date	Offense Code	Offense	Attempted	Property Code	Vehicle Type	Number of Stolen Vehicles
21-01-0163	1/3/2021 11:15:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-04-02-003	4/2/2021 2:50:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
21-04-05-001	4/5/2021 12:00:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
21-04-16-002	4/16/2021 2:30:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-06-24-002	6/24/2021 10:43:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-06-29-002	6/29/2021 12:15:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-07-31-002	7/31/2021 12:35:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-08-14-003	8/14/2021 8:20:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-08-30-002	8/30/2021 4:43:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
21-12-18-004	12/18/2021 1:30:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
21-12-31-005	12/31/2021 10:15:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1

**12 Vehicles Thefts - Year 2021**

North Carolina State Bureau of Investigation  
**Motor Vehicle Theft Vehicle Count**  
 Black Mountain  
 2020  
 Production

Run Date: 1/8/2026 9:06:41 AM

OCA	Incident Date	Offense Code	Offense	Attempted Completed	Property Type Code	Vehicle Type	Number of Stolen Vehicles
20-03-0215	3/4/2020 6:30:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	2
20-03-0687	3/12/2020 7:59:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
20-03-0995	3/17/2020 6:48:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
20-03-1053	3/17/2020 4:56:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
20-03-1606	3/26/2020 1:35:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
20-05-1853	5/27/2020 6:08:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
20-07-1370	7/22/2020 6:31:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
20-08-2335	8/29/2020 11:03:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
20-11-1164	11/16/2020 5:08:00 PM	240	Motor Vehicle	C	03	Automobiles	1

**20 Vehicles Thefts - Year 2020**

North Carolina State Bureau of Investigation  
**Motor Vehicle Theft Vehicle Count**

Black Mountain  
 2022  
 Production

Run Date: 1/8/2026 9:20:03 AM

OCA	Incident Date	Offense Code	Offense	Attempted Completed	Property Type Code	Vehicle Type	Number of Stolen Vehicles
22-03-01-002	3/1/2022 12:30:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
22-04-14-006	4/14/2022 11:25:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
230415001	4/15/2022 10:30:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
22-04-18-002	4/18/2022 6:43:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
22-05-14-002	5/14/2022 11:25:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
22-06-13-002	6/13/2022 10:55:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
22-06-23-001	6/23/2022 6:00:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
22-07-20-003	7/20/2022 12:00:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
220817001	8/15/2022 8:00:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
220916006	9/14/2022 10:00:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
221013002	10/13/2022 10:50:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
221231002	12/27/2022 10:00:00 AM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1

**12- Vehicle Thefts- Year 2022**

North Carolina State Bureau of Investigation  
**Motor Vehicle Theft Vehicle Count**

Black Mountain  
 2023  
 Production

Run Date: 1/8/2026 9:17:30 AM

OCA	Incident Date	Offense Code	Offense	Attempted Completed	Property Type Code	Vehicle Type	Number of Stolen Vehicles
230517006	2/1/2023 12:00:00 AM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
230406007	3/1/2023 12:00:00 AM	240	Motor Vehicle Theft	C	03	Recreational Vehicles	1
230320001	3/20/2023 12:00:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
230423003	4/22/2023 10:59:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
230519001	5/19/2023 2:14:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
230619010	6/19/2023 12:00:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
231210003	12/10/2023 12:56:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
251223003	12/23/2023 12:00:00 AM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1

**8 Vehicle Thefts- Year 2023**

North Carolina State Bureau of Investigation  
**Motor Vehicle Theft Vehicle Count**

Black Mountain  
 2024  
 Production

Run Date: 1/8/2026 9:14:01 AM

**7 Vehicle Thefts - 2024**

OCA	Incident Date	Offense Code	Offense	Attempted Completed	Property Type Code	Vehicle Type	Number of Stolen Vehicles
240229001	2/28/2024 6:57:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
240624004	6/23/2024 10:00:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
240815003	8/15/2024 4:59:00 PM	240	Motor Vehicle Theft	C	24	Other Motor Vehicles	1
241115003	10/15/2024 12:00:00 AM	240	Motor Vehicle Theft	C	03	Automobiles	1
241022002	10/21/2024 9:46:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
241028001	10/28/2024 12:54:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
241120002	11/20/2024 1:10:00 PM	240	Motor Vehicle Theft	C	28	Recreational Vehicles	1

North Carolina State Bureau of Investigation  
**Motor Vehicle Theft Vehicle Count**

Black Mountain  
 2025  
 Production

Run Date: 1/8/2026 9:13:26 AM

**3 Vehicle Thefts - 2025**

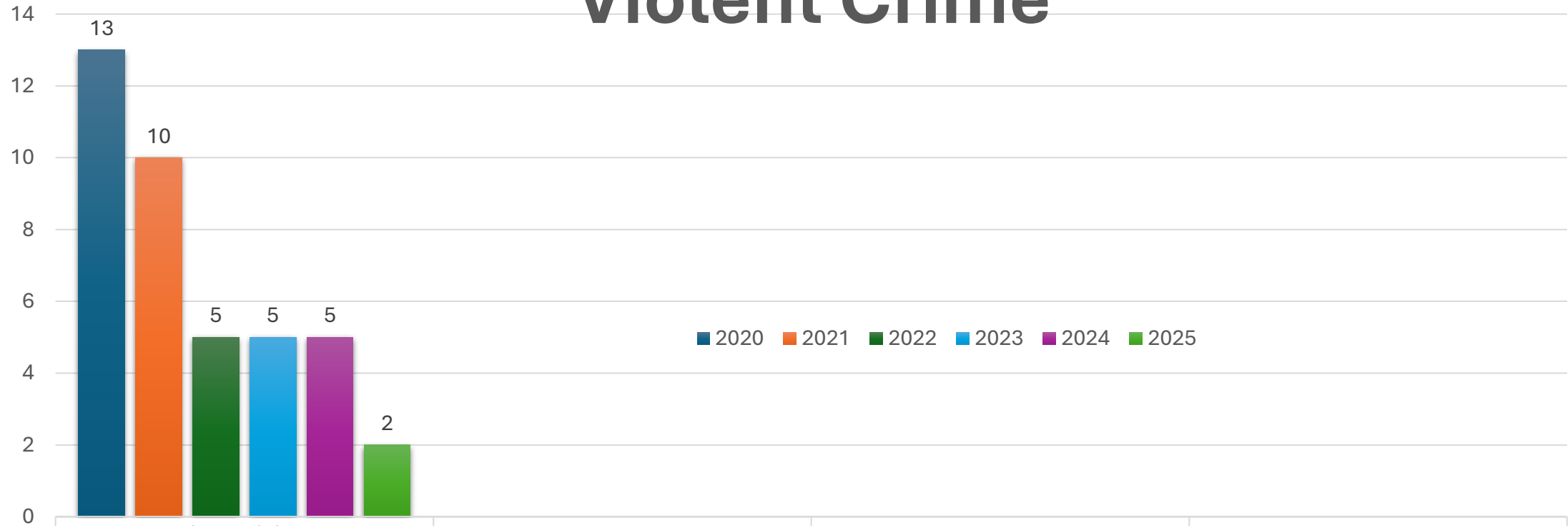
OCA	Incident Date	Offense Code	Offense	Attempted Completed	Property Type Code	Vehicle Type	Number of Stolen Vehicles
250930001	1/10/2025 12:00:00 PM	240	Motor Vehicle Theft	C	37	Trucks	1
250316006	3/16/2025 9:34:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1
250717005	7/17/2025 8:43:00 PM	240	Motor Vehicle Theft	C	03	Automobiles	1

**North Carolina State Bureau of Investigation**  
**Agency Summary Offenses By Month**  
**Black Mountain**  
**2025**  
**Production System**

Run Date: 1/8/2026 8:16:32 AM

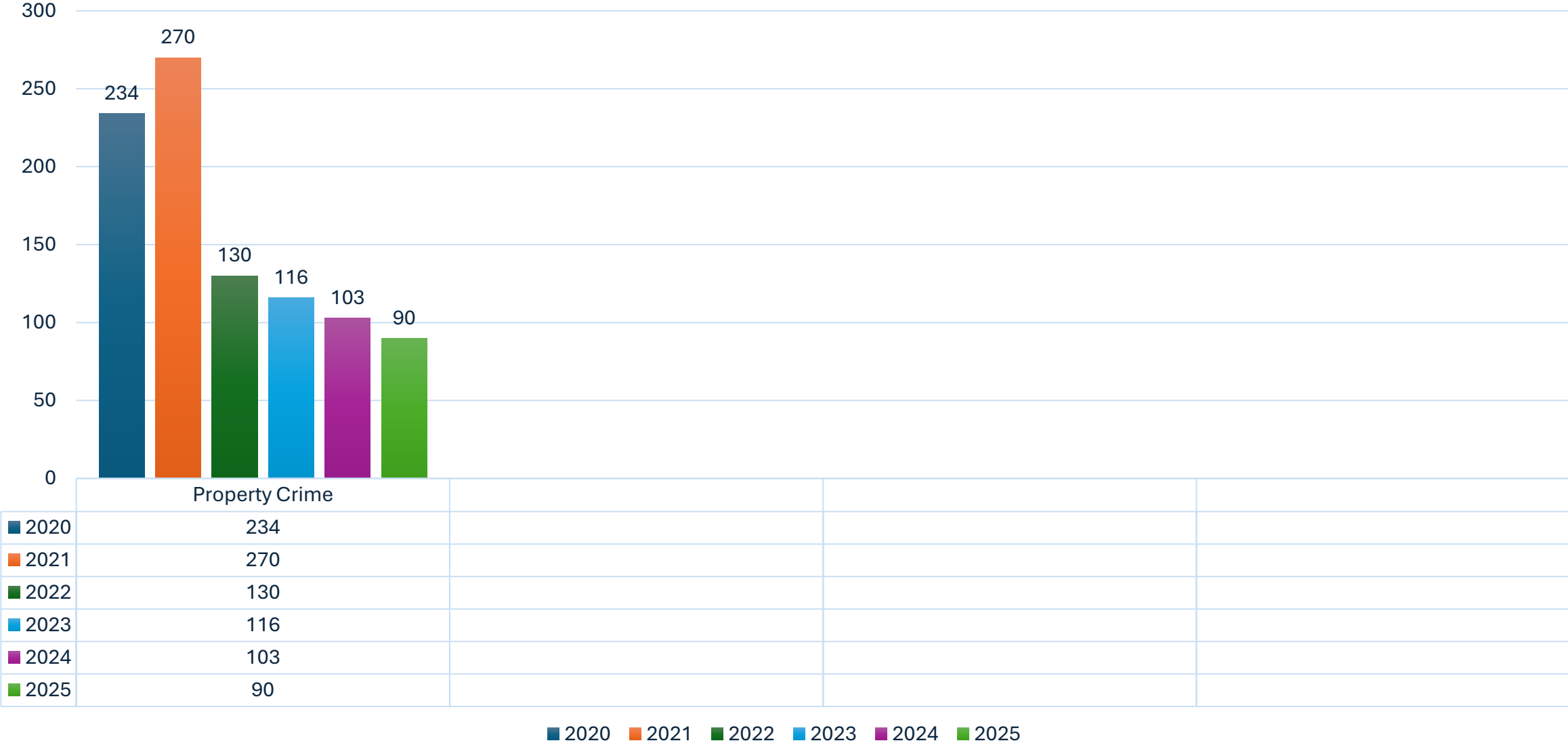
Description	January	February	March	April	May	June	July	August	September	October	November	December
<b>Murder</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>Rape</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>Robbery</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>Aggravated Assault</b>	0	0	0	0	0	0	0	1	0	0	1	0
<b>Burglary</b>	1	1	1	1	2	2	1	1	1	0	1	0
<b>Larceny</b>	6	5	9	4	10	8	7	7	6	4	8	2
<b>Motor Vehicle Theft</b>	1	0	0	0	0	0	1	0	0	0	0	0
<b>Arson</b>	0	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>8</b>	<b>6</b>	<b>10</b>	<b>5</b>	<b>12</b>	<b>10</b>	<b>9</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>10</b>	<b>2</b>

# Violent Crime

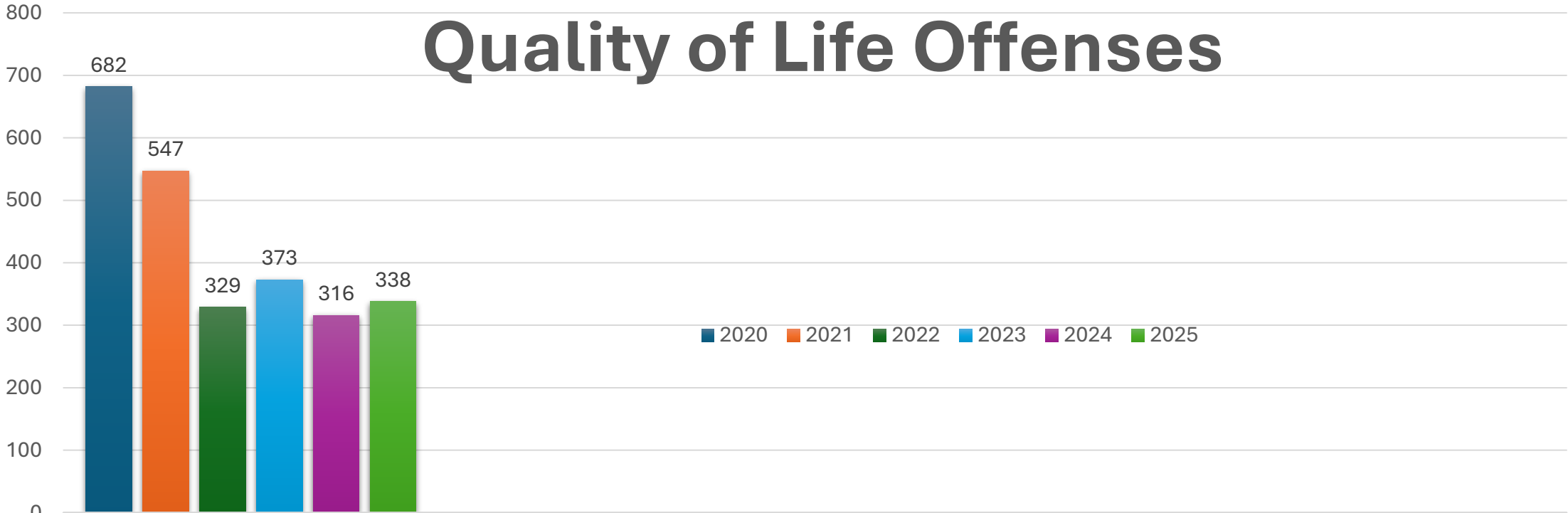


	Violent Crime		
2020	13		
2021	10		
2022	5		
2023	5		
2024	5		
2025	2		

# Property Crime



# Quality of Life Offenses



	Quality of Life		
2020	682		
2021	547		
2022	329		
2023	373		
2024	316		
2025	338		

**North Carolina State Bureau of Investigation**  
**Agency NIBRS Offenses By Month**  
**Black Mountain**  
**2025**  
**Production**

**338**

Run Date: 1/8/2026 1:26:40 PM

Description	January	February	March	April	May	June	July	August	September	October	November	December
Flight to Avoid Deportation	0	0	0	0	0	0	0	0	0	0	0	0
Bribery	0	0	0	0	0	0	0	0	0	0	0	0
Weapon law violations	0	0	0	0	1	1	1	1	0	0	1	0
Violation of Firearm Act of 1934	0	0	0	0	0	0	0	0	0	0	0	0
Weapons of Mass Destruction	0	0	0	0	0	0	0	0	0	0	0	0
Explosives	0	0	0	0	0	0	0	0	0	0	0	0
Import Violations	0	0	0	0	0	0	0	0	0	0	0	0
Export Violations	0	0	0	0	0	0	0	0	0	0	0	0
Federal Liquor Offenses	0	0	0	0	0	0	0	0	0	0	0	0
Federal Tobacco Offenses	0	0	0	0	0	0	0	0	0	0	0	0
Wildlife Trafficking	0	0	0	0	0	0	0	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0	0	0	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0	0	0	0	0	0	0	0
Animal Cruelty	0	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>22</b>	<b>18</b>	<b>36</b>	<b>24</b>	<b>44</b>	<b>29</b>	<b>25</b>	<b>29</b>	<b>27</b>	<b>25</b>	<b>31</b>	<b>25</b>

**North Carolina State Bureau of Investigation**  
**Agency NIBRS Offenses By Month**  
**Black Mountain**  
**2020**  
**Production**

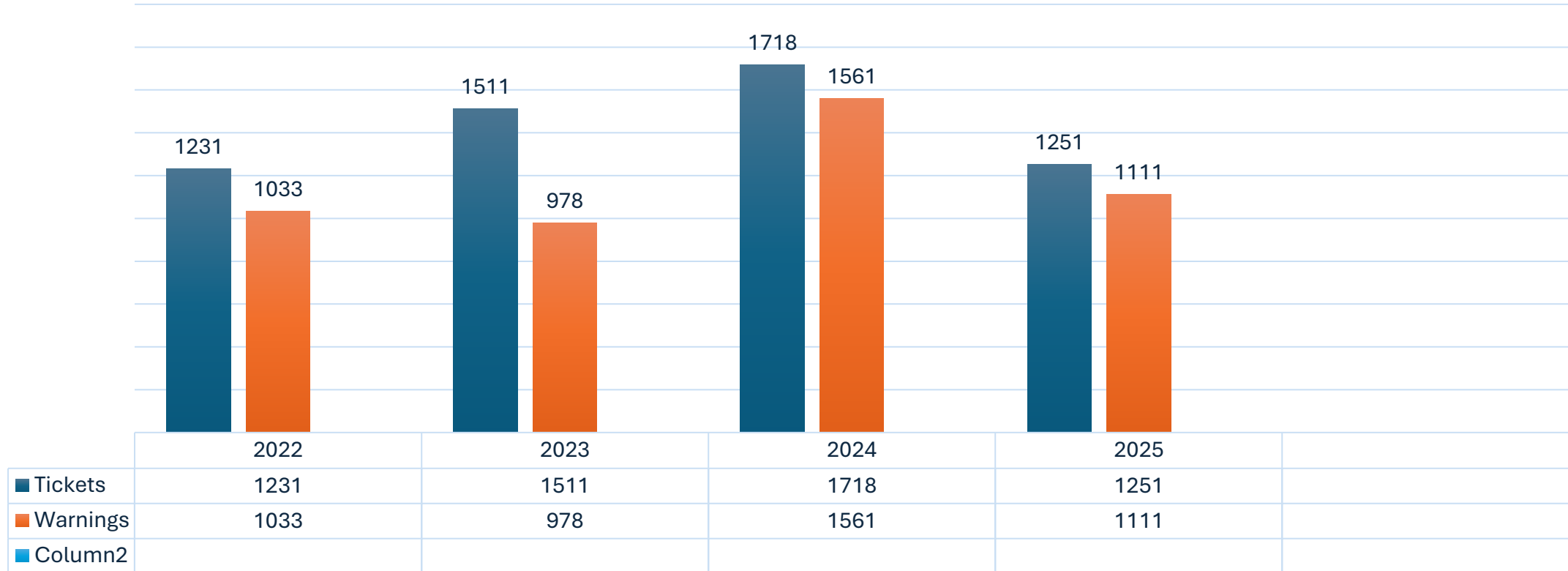
**682**

Run Date: 1/8/2026 1:32:32 PM

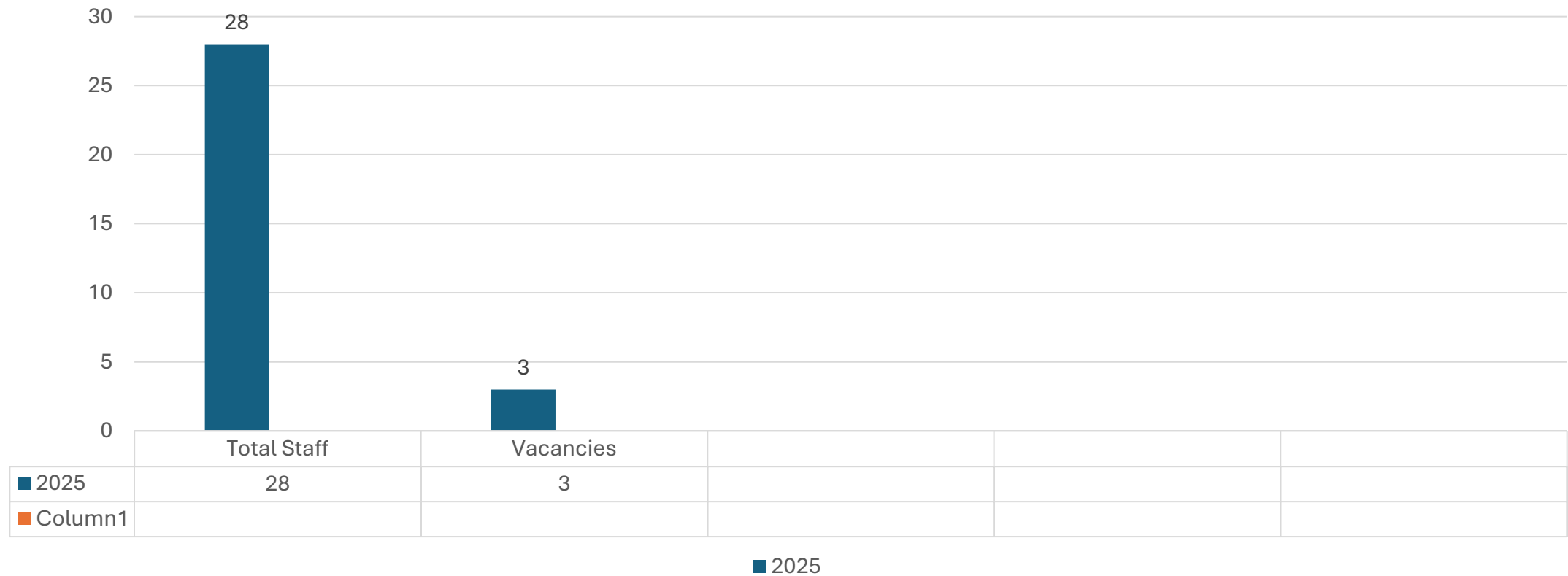
Description	January	February	March	April	May	June	July	August	September	October	November	December
Flight to Avoid Deportation	0	0	0	0	0	0	0	0	0	0	0	0
Bribery	0	0	0	0	0	0	0	0	0	0	0	0
Weapon law violations	2	1	0	2	4	3	2	1	1	1	2	2
Violation of Firearm Act of 1934	0	0	0	0	0	0	0	0	0	0	0	0
Weapons of Mass Destruction	0	0	0	0	0	0	0	0	0	0	0	0
Explosives	0	0	0	0	0	0	0	0	0	0	0	0
Import Violations	0	0	0	0	0	0	0	0	0	0	0	0
Export Violations	0	0	0	0	0	0	0	0	0	0	0	0
Federal Liquor Offenses	0	0	0	0	0	0	0	0	0	0	0	0
Federal Tobacco Offenses	0	0	0	0	0	0	0	0	0	0	0	0
Wildlife Trafficking	0	0	0	0	0	0	0	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0	0	0	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0	0	0	0	0	0	0	0
Animal Cruelty	0	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>49</b>	<b>52</b>	<b>45</b>	<b>52</b>	<b>69</b>	<b>39</b>	<b>48</b>	<b>60</b>	<b>58</b>	<b>55</b>	<b>65</b>	<b>90</b>

# Citations/Warnings Total Violations Charged

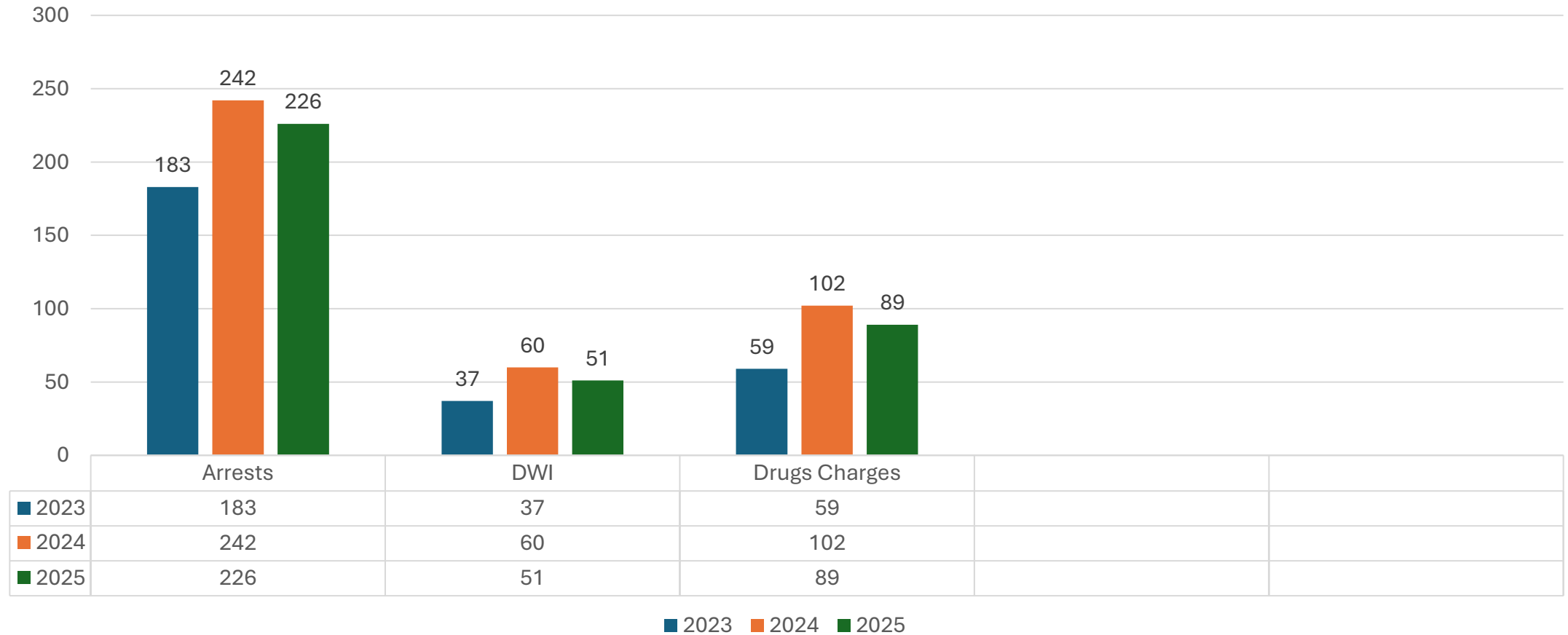
## Tickets/Warnings



# Staff/Vacancies/Applicants



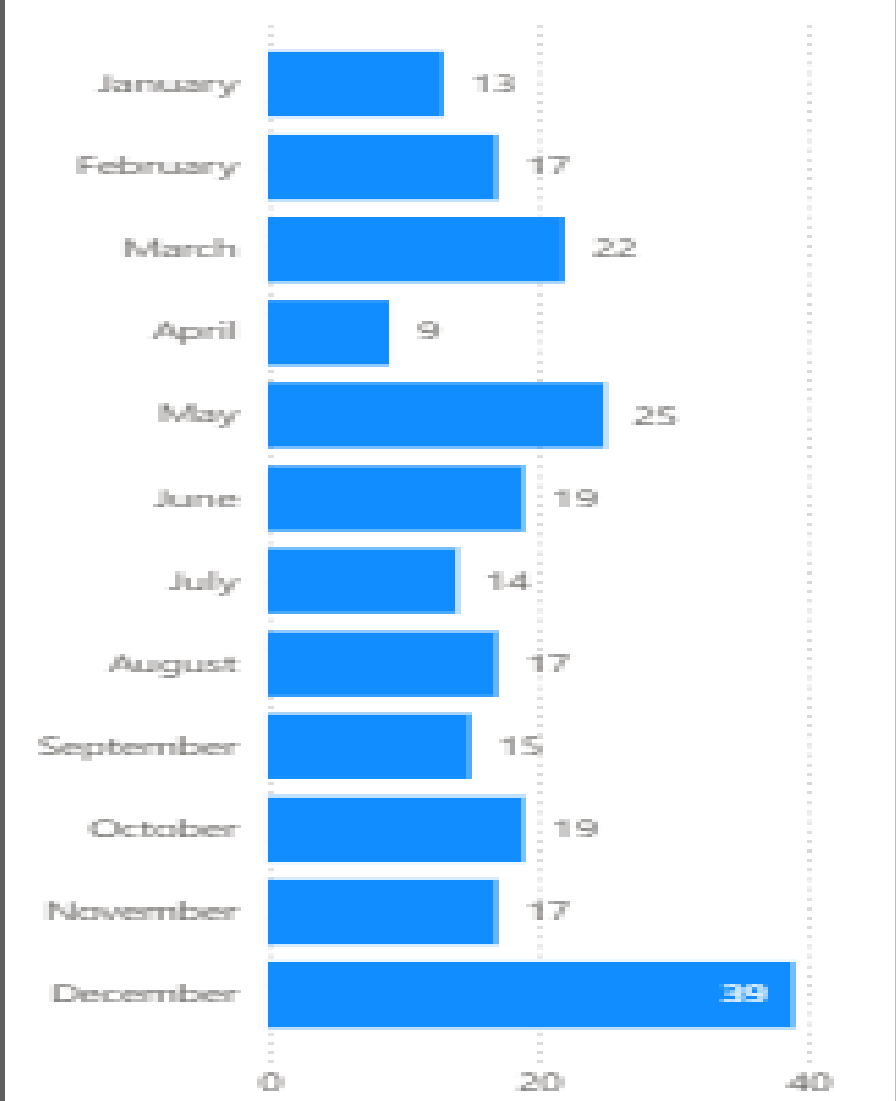
# Arrest-DWI-Drug Charges



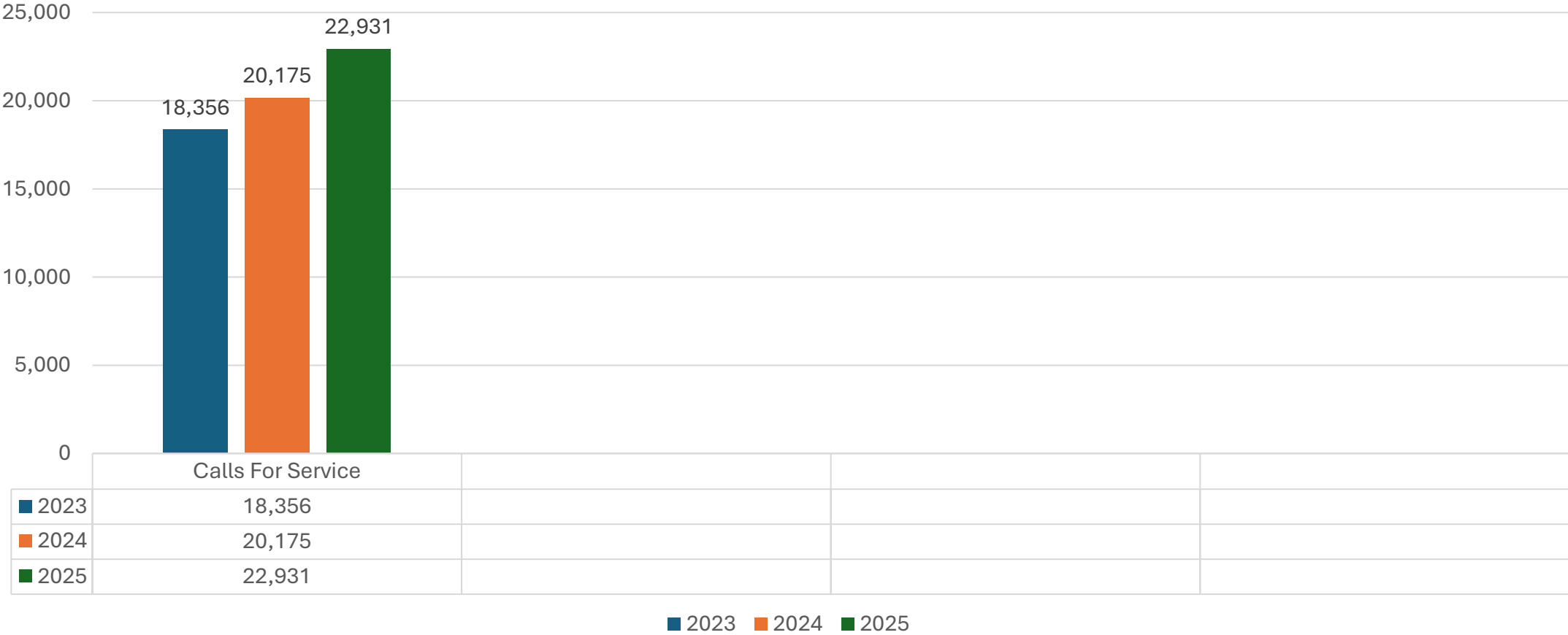
### Charges by Offense

Charge	Count
DRIVING WHILE IMPAIRED	51
POSSESS DRUG PARAPHERNALIA	51
FELONY POSSESSION SCH II CS	41
RESISTING PUBLIC OFFICER	29
POSSESS MARIJ PARAPHERNALIA	19
SECOND DEGREE TRESPASS	16
DWLR NOT IMPAIRED REV	14
OPEN CONTAINER ALCOHOL VIOL	12
SIMPLE ASSAULT	10
POSSESS METHAMPHETAMINE	9
EXPIRED REGISTRATION CARD/TAG	8
POSSESS MARIJUANA UP TO 1/2 OZ	8
SIMPLE POSSESS SCH VI CS (M)	8
ASSAULT ON A FEMALE	7
COMMUNICATING THREATS	7
MISDEMEANOR CHILD ABUSE	7
CARRYING CONCEALED WEAPON	6
DV PROTECTIVE ORDER VIOL (M)	5
NO LIABILITY INSURANCE	5
CARRYING CONCEALED GUN(M)	4
EXPIRED/NO INSPECTION	4
MISD CRIME OF DOMESTIC VIOLENCE	4
MISDEMEANOR LARCENY	4
POSSESS STOLEN MOTOR VEHICLE	4
TRAFFICK IN METHAMPHETAMINE	4
ASSAULT GOVT OFFICIAL/EMPLY	3
CANCL/REVOK/SUSP CERTIF/TAG	3
DWLR IMPAIRED REV	3
<b>Total</b>	<b>226</b>

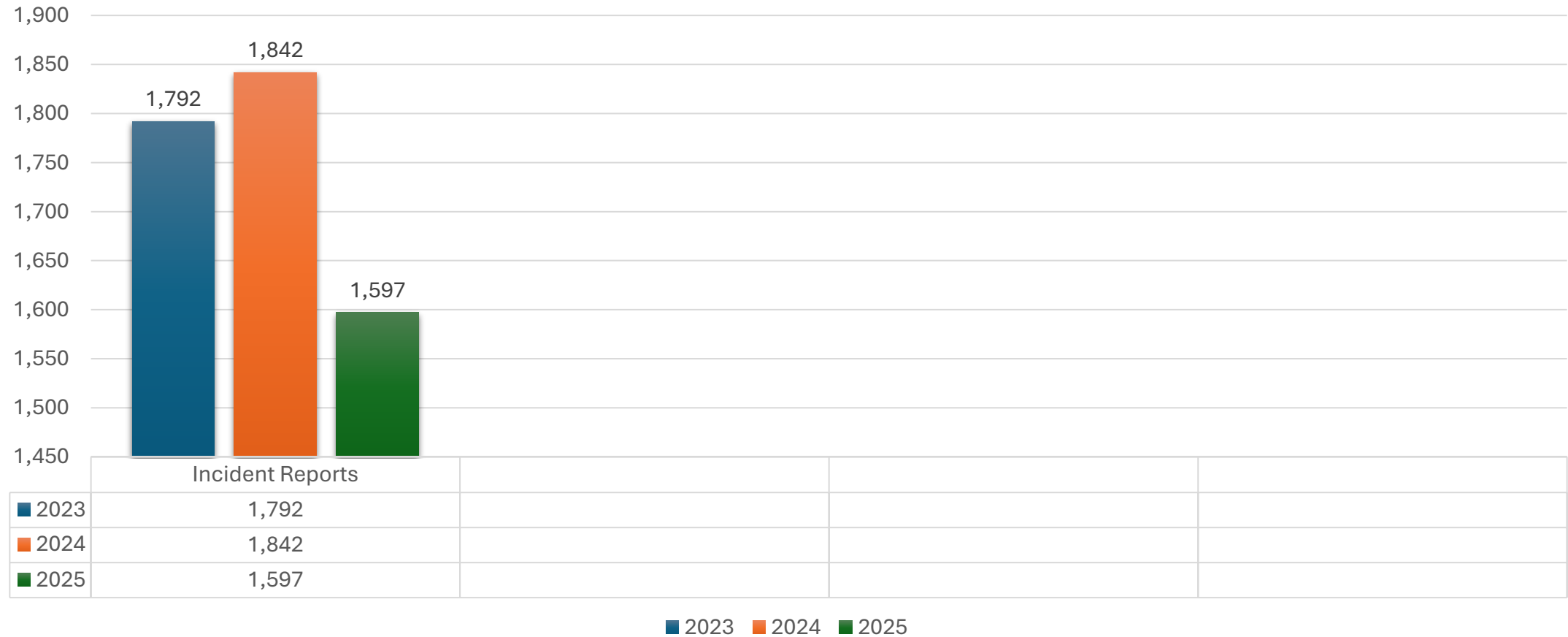
### Arrests by Month



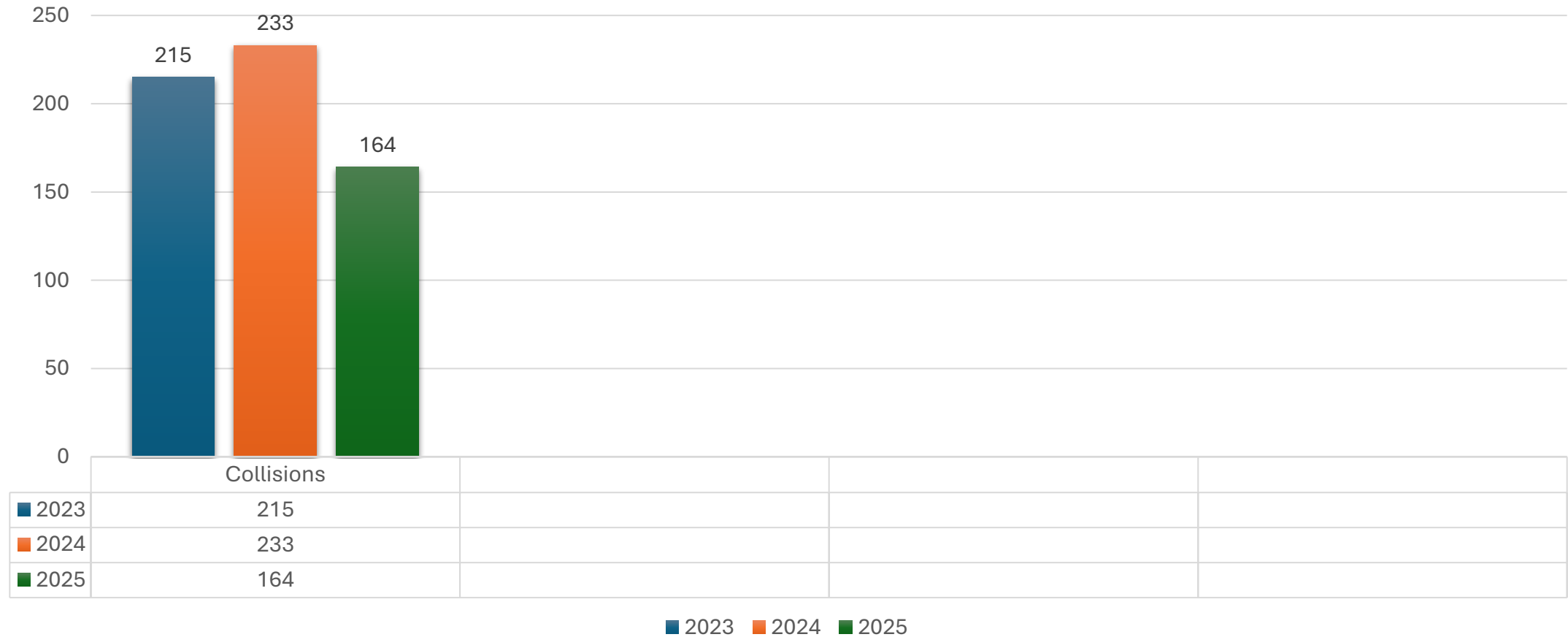
# *Calls For Service*



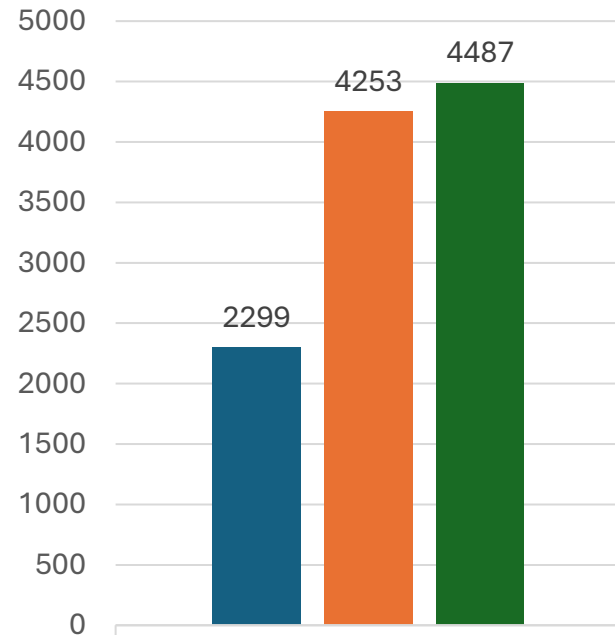
# *Incident Reports*



# Collision Reports



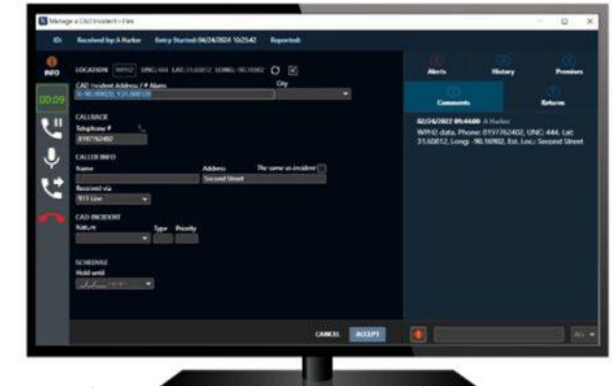
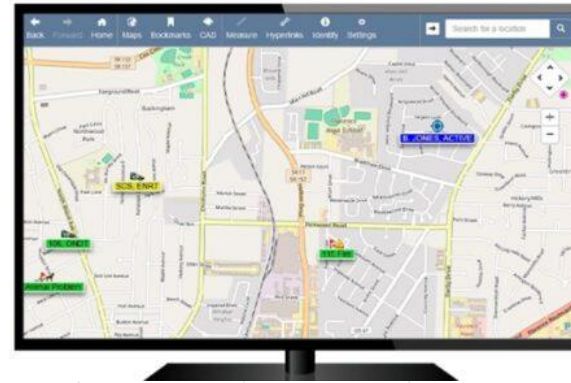
# Training Hours



	Training Hours		
■ 2023	2299		
■ 2024	4253		
■ 2025	4487		

■ 2023 ■ 2024 ■ 2025

# Buncombe County RMS/CAD



(costs are for Motorola only and do not include PSIP IT Support, other current costs, or 3rd party interface costs)

	FY26 Implementation + Year 1*	FY27	FY28	FY29 Year 2	FY30 Year 3	FY31 Year 4	FY32 Year 5	FY33 Year 6	FY34 Year 7	FY35 Year 8	FY36 Year 9	FY37 Year 10	**Total (10YR)
BC PSC	\$1,048,059			\$244,036	\$252,577	\$261,417	\$270,567	\$280,037	\$289,838	\$299,982	\$310,482	\$321,348	\$3,578,343
BC BCSO	\$1,033,947			\$193,466	\$200,237	\$207,246	\$214,499	\$222,007	\$229,777	\$237,819	\$246,143	\$254,758	\$3,039,898
BC EMS	\$65,545			\$14,946	\$15,469	\$16,010	\$16,571	\$17,151	\$17,751	\$18,372	\$19,015	\$19,681	\$220,512
CoA APD	\$786,875			\$141,197	\$146,139	\$151,254	\$156,547	\$162,027	\$167,697	\$173,567	\$179,642	\$185,929	\$2,250,874
CoA AFD	\$45,230			\$8,492	\$8,789	\$9,097	\$9,415	\$9,745	\$10,086	\$10,439	\$10,804	\$11,182	\$133,279
BMPD	\$126,775			\$21,910	\$22,677	\$23,470	\$24,292	\$25,142	\$26,022	\$26,933	\$27,875	\$28,851	\$353,947
WEPD	\$73,299			\$11,564	\$11,968	\$12,387	\$12,821	\$13,269	\$13,734	\$14,215	\$14,712	\$15,227	\$193,195
WOPD	\$82,736			\$13,389	\$13,858	\$14,343	\$14,845	\$15,365	\$15,902	\$16,459	\$17,035	\$17,631	\$221,563
Fire All	\$200,372			\$41,819	\$45,352	\$46,940	\$48,583	\$50,283	\$52,043	\$53,864	\$55,750	\$57,701	\$654,707
	<b>\$3,462,837.65</b>			<b>\$ 692,818.00</b>	<b>\$ 717,566.63</b>	<b>\$ 742,163.96</b>	<b>\$ 768,139.70</b>	<b>\$ 795,024.59</b>	<b>\$ 822,850.45</b>	<b>\$ 851,650.22</b>	<b>\$ 881,457.97</b>	<b>\$ 912,309.00</b>	<b>\$10,646,318</b>

\* See breakdown. Includes incentives and contingency. 8 interfaces remain unquoted. BC is not purchasing Moto DR configuration (~\$200K). Milestone payments.

\*\* This is about \$100K over estimation on 10 YR maintenance due to uneven increases across CAD/RMS/JMS. This will

# Vehicle Fleet-6 Spares

## 4 -donated and not fully outfitted

Spare Fleet							
Vehicle	Year	Make	Model	VIN	Mileage		
875	2016	Dodge	Charger	13008	114,500	CID/ADMIN Spare	No Radio
1008	2015	Ford	King Ranch	B53371	115,000	K-9 Spare	
1093	2017	Ford	Explorer	A44228	103,800	Donated Westchester County (OH)	Marked, No Radio, No Camera, Transmission Slips
1094	2020	Ford	Explorer	C14635	113,320	Donated Whitmoyer Ford (PA)	Marked, No Camera, Water Leak (Repair)
1098	2013	Ford	Explorer	C31302	126,320	Donated Wilmington (NC)	Unmarked, No Radio, No Camera
1999	2013	Ford	Explorer	C31307	139,295	Donated Wilmington (NC)	Unmarked, Emergency Lights Don't work, No Radio, No Camera
GOV DEALS							
917	2018	Dodge	Charger	140014	122,309	ABC Funds	Bad Transmission
809	2010	Ford	Taurus	165742	133,125		Mold Mildew in Trunk

My Car's Value

**2018 Dodge Charger** GT Sedan 4D 4.6 ★ (286 Ratings) Write a Review

## Your Values

Values

Forecast

⚠ Recall Alerts (6)

♡ Save This Car

🔗 Share This Value

### Stay Up to Speed with Email Alerts

Get an email alert whenever your car's value changes.



Track My Value



### Instant Cash Offer

📄 Instant Cash Offer Advantages

- Get your Instant Cash Offer online
- Redeem it at a Participating Dealer
- Get cash for your car or trade it in today

Get Offer

Trade-in Range  
**\$4,075 - \$10,000**  
Trade-in Value  
**\$7,050**



📄 Important info & definitions

Value valid as of **01/13/2026**



# Marion Chrysler Dodge Jeep Ram

44 Worley Rd  
Marion, N.C. 28752

**TOWN OF BLACK MOUNTAIN**  
160 MIDLAND AVE  
BLACK MOUNTAIN NORTH CAROLINA 28711  
Home phone:  
Mobile phone: 828-231-4382  
Work phone:  
Email:

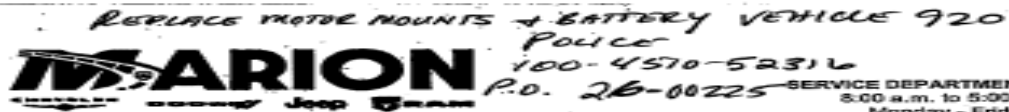
Dec 12, 2025 09:53 AM  
YMMS: 2018 Dodge Charger Pursuit  
Engine: 5.7L  
License:  
VIN: 2C3CDXKT3JH140014  
Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	RATE	HOURS	LINE TOTAL
Labor	TRANSMISSION ASSEMBLY - Remove & Replace V8,4WD,Normally Aspirated,Trans Mfr CD NAG1-W5A580	-	-	-	\$175.00	8.0	\$1,400.00
Parts	TRANSMISSION ASSEMBLY 5.7L Eng,4WD,Trans Mfr CD NAG1-W5A580	RL003114AK	1.0	\$7,620.00	-	-	\$7,620.00
Parts	CONDENSER w/Police Package	68085784AA	1.0	\$739.00	-	-	\$739.00
Labor	TRANSMISSION COOLER PIPE - Remove & Replace Trans Mfr CD NAG1-W5A580 Assembly (Complete)	-	-	-	\$175.00	3.6	\$630.00
Labor	MULTIPLE DISPLACEMENT SYSTEM (MDS) SOLENOID - Remove & Replace - V8,Normally Aspirated One	-	-	-	\$175.00	1.6	\$280.00
Labor	Replace transmission cooler lines	-	-	-	\$175.00	0.5	\$87.50
Parts	Transmission cooler lines	68195935AF	1.0	\$284.00	-	-	\$284.00
Parts	MDS Solenoids	53022298AB	1.0	\$109.00	-	-	\$109.00

MARION CHRYSLER DODGE JEEP RAM

Labor:	\$2,397.50
Parts:	\$8,752.00
Shop Supplies:	\$76.00
Hazardous Materials:	\$0.00
Labor Taxes:	\$0.00
Parts Taxes:	\$0.00
<b>TOTAL:</b>	<b>\$11,225.50</b>

**\$11,255.50**



44 Worley Rd Marion, NC 28752  
Phone: (828)-652-2858

SERVICE DEPARTMENT HOURS  
8:00 a.m. to 5:00 p.m.  
Monday - Friday  
Saturday by Appointment Only

R/O Open Date	R/O Number
09/29/25	625077/1
R/O Close Date	Status
09/30/25	Reprint
Mileage In	Mileage Out
63171	63172
Service Advisor / Tag #	
Chris Lewis/4565	
Vehicle Identification Number	
1C4SDJFT1JC474480	
Delivery Date	In-Service Date
09/24/20	00/00/00
License Number	

BLACK MOUNTAIN POLICE DEPT 160 MIDLAND AVENUE BLACK MOUNTAIN, NC 28711		
Year	Make	Model
2018	DODGE	DURANGO (5.7L

Work Phone	Home Phone
	828-215-9410
Body	Color
UNIT 920	BLACK

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: 828-419-9351 Email: Em@gmail.com	
#1 - MR DIAG: GENERAL DIAGNOSIS TELL US MORE2 - C/S: CUSTOMER REQUESTS MOTOR MOUNT S REPLACED. Tech: BRIAN HUSKINS (9) Installed B3280 :MOTOR MOUNT 2098.53 Sub Total: Labor: 1462.95 Parts: 197.06 Total: 1660.01 Customer requested replace motor mounts. Technician replaced motor mounts at customer request. Used aftermarket motor mounts. Mopar 45+ days out. Customer made aware of this.	1462.95 197.06
#2 - MR DIAG: GENERAL DIAGNOSIS TELL US MORE1 - C/S: CUSTOMER STATES WANTS BATTERY REPLACEMENT Tech: BRIAN HUSKINS (9) Installed BBH8A00 :BATTERY: STORAGE 10534.00 Sub Total: Labor: 50.00 Parts: 534.00 Total: 784.00 Customer requests replace main battery. Main battery was replaced at customer request.	250.00 534.00
#3 - MR MULTI: MULTI-POINT VEHICLE INSPECTION MULTI POINT INSPECTION Tech: BRIAN HUSKINS (9) Technician performed multipoint inspection	Internal
Please Note: #4565 CREATED 2025-09-26 02:41:00PM TAKEN BY CHRIS LEWIS	

\$2,690

**TERMS:** STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

**DISCLAIMER OF WARRANTIES.** Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	1712.95
PARTS	731.06
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	76.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	170.10
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	2690.11
A/R12164 BLACK MOUNTAIN POLIC	2690.11

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.  
X





44 Worley Rd Marion, NC 28752  
Phone: (828)-652-2858

**SERVICE DEPARTMENT HOURS**  
8:00 a.m. to 5:00 p.m.  
Monday - Friday  
Saturday by Appointment Only

R/O Open Date	R/O Number
09/05/25	624742/2
R/O Close Date	Status
09/15/25	Reprint
Mileage In	Mileage Out
94745	94745
Service Advisor / Tag #	
TYLER BROWNWOOD/4763	
Vehicle Identification Number	
1C4SDJFT5KC631932	
Delivery Date	In-Service Date
00/00/00	00/00/00
Color	License Number
DB BLACK C	

BLACK MOUNTAIN POLICE DEPT 160 MIDLAND AVENUE BLACK MOUNTAIN, NC 28711		
Year	Make	Model
2019	DODGE	DURANGO (5.7L

Work Phone	Home Phone
	828-215-9410
Body	
PURSUIT AWD	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT																						
<p>Technician performed multipoint inspection</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">\$2,565</p>																							
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.</p>	<table border="1"> <tr> <td>LABOR</td> <td>850.95</td> </tr> <tr> <td>PARTS</td> <td>1476.00</td> </tr> <tr> <td>DEDUCTIBLE</td> <td>.00</td> </tr> <tr> <td>SUBLET</td> <td>.00</td> </tr> <tr> <td>SHOP SUPPLIES</td> <td>76.00</td> </tr> <tr> <td>HAZARDOUS MATERIALS</td> <td>.00</td> </tr> <tr> <td>SALES TAX OR TAX I.D.</td> <td>162.20</td> </tr> <tr> <td>SPECIAL ORDER DEPOSIT</td> <td>.00</td> </tr> <tr> <td>DISCOUNTS</td> <td>.00</td> </tr> <tr> <td>TOTAL DUE</td> <td>2565.15</td> </tr> <tr> <td>A/R12164 BLACK MOUNTAIN POLIC</td> <td>2565.15</td> </tr> </table>	LABOR	850.95	PARTS	1476.00	DEDUCTIBLE	.00	SUBLET	.00	SHOP SUPPLIES	76.00	HAZARDOUS MATERIALS	.00	SALES TAX OR TAX I.D.	162.20	SPECIAL ORDER DEPOSIT	.00	DISCOUNTS	.00	TOTAL DUE	2565.15	A/R12164 BLACK MOUNTAIN POLIC	2565.15
LABOR	850.95																						
PARTS	1476.00																						
DEDUCTIBLE	.00																						
SUBLET	.00																						
SHOP SUPPLIES	76.00																						
HAZARDOUS MATERIALS	.00																						
SALES TAX OR TAX I.D.	162.20																						
SPECIAL ORDER DEPOSIT	.00																						
DISCOUNTS	.00																						
TOTAL DUE	2565.15																						
A/R12164 BLACK MOUNTAIN POLIC	2565.15																						
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.																							
X																							

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44 Worley Rd Marion, NC 28752  
Phone: (828)-652-2858

SERVICE DEPARTMENT HOURS  
8:00 a.m. to 5:00 p.m.  
Monday - Friday  
Saturday by Appointment Only

R/O Open Date	R/O Number
09/02/25	624674/2
R/O Close Date	Status
09/02/25	Reprint
Mileage In	Mileage Out
40848	40849
Service Advisor / Tag #	
TYLER BROWNWOOD/4719	
Vehicle Identification Number	
1C4SDJFT9NC135388	
Delivery Date	In-Service Date
00/00/00	00/00/00
Color	License Number

POLICE DEPT, BLACK MOUNTAIN 106 MONTREAL RD BLACK MOUNTAIN, NC 28711			Work Phone
			Home Phone
			828-231-4382
Year	Make	Model	Body
2022	DODGE	DURANGO (5.7L)	PURSUIT AWD

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#5 - QL EAF: ENGINE AIR FILTER *ENGINE AIR FILTER REPLACEMENT Tech: TREVOR PEARSON(TP) Installed 4861756AA :FILTER: AIR/1BP00490AA 1@43.10 Sub Total: Labor: 18.00 Parts: 43.10 Total: 61.10 Technician replaced engine air filter.	18.00 43.10
#6 - QL ROT: ROTATE TIRES *TIRE ROTATION Tech: TREVOR PEARSON(TP) Technician performed tire rotation, set tire pressure to manufacture specs, and relearned tire pressure monitoring system.	20.00

**\$2,480**

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	LABOR	437.00
	PARTS	1848.60
	DEDUCTIBLE	.00
	SUBLET	.00
	SHOP SUPPLIES	38.00
	HAZARDOUS MATERIALS	.00
	SALES TAX OR TAX I.D.	156.84
	SPECIAL ORDER DEPOSIT	.00
	DISCOUNTS	.00
	TOTAL DUE	2480.44
	A/R12164 BLACK MOUNTAIN POLIC	2480.44

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.  
X



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44 Worley Rd Marion, NC 28752  
Phone: (828)-652-2858

SERVICE DEPARTMENT HOURS  
8:00 a.m. to 5:00 p.m.  
Monday - Friday  
Saturday by Appointment Only

R/O Open Date	R/O Number
08/26/25	624539/3
R/O Close Date	Status
08/26/25	Reprint
Mileage In	Mileage Out
47599	47602
Service Advisor / Tag #	
Chris Lewis/4851	
Vehicle Identification Number	
1C4SDJFT7NC135387	
Delivery Date	In-Service Date
00/00/00	00/00/00
Color	License Number

POLICE DEPT, BLACK MOUNTAIN 106 MONTREAL RD BLACK MOUNTAIN, NC 28711			Work Phone	
Year	Make	Model	Home Phone	
2022	DODGE	DURANGO (5.7L	828-231-4382	
			Body	PURSUIT AWD

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Technician replaced engine air filter.	
LABOR & PARTS DISCOUNT	-44.50
\$1,352	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	260.45
PARTS	1012.69
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	38.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	85.50
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	-44.50
TOTAL DUE	1352.14
A/R12164 BLACK MOUNTAIN POLIC	1352.14

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.  
X  
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44 Worley Rd Marion, NC 28752  
Phone: (828)-652-2858

SERVICE DEPARTMENT HOURS  
8:00 a.m. to 5:00 p.m.  
Monday - Friday  
Saturday by Appointment Only

R/O Open Date	R/O Number
11/06/25	625662/3
R/O Close Date	Status
11/13/25	Reprint
Mileage In	Mileage Out
71037	71038
Service Advisor / Tag #	
Chris Lewis/4100	
Vehicle Identification Number	
1C4SDJFT8LC443472	
Delivery Date	In-Service Date
00/00/00	00/00/00
Color	License Number

TOWN OF BLACK MOUNTAIN 160 MIDLAND AVE BLACK MOUNTAIN, NC 28711			Work Phone		
Year	Make	Model	Home Phone		
2020	DODGE	DURANGO	828-772-7889		
			Body		
			PURSUIT AWD		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Tech: BRIAN HUSKINS (9) Installed 68330536AB :ABSORBER: SUSPENSION 2@602.70	549.95 1205.40
Sub Total: Labor: 549.95 Parts: 1205.40 Total: 1755.35 Customer agreed to replace rear shocks. Technician replaced rear shocks then drove vehicle to verify fix.	
-----	
#6 * MR GENERAL: GENERAL Idler Pully Caused by Technician could hear under multi point inspection that he could hear an idler pully noise. Apop inspection found that the pully was lose. Recommended replacing it. Tech: BRIAN HUSKINS (9) Installed 4891720AA :PULLEY: IDLER 1@80.52	122.50 80.52
Customer was made aware of this and decided to replace idler pully. Technician replaced idler pully and noise has gone.	
<b>Total Fees Amount</b>	<b>4.58</b>

**\$4,682**

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES.. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	2408.40
PARTS	1804.24
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	76.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	289.48
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	4582.70
A/R12164 BLACK MOUNTAIN POLIC	4582.70



NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X  
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100-4510-52316

POULCE  
REPLACE VEHICLE FUSE BOX  
REPLACE BLOWER MOTOR RESISTOR  
P.O. 26-00115

DOLPHIN AUTOMOTIVE REPAIR  
1040 OLD US HWY 70  
BLACK MOUNTAIN NC 28711  
828-274-1660

Thank You for choosing Dolphin Automotive Repair

page 1

Repair Order #22606

Vehicle	: 2019 Dodge Durango 5.7 L 345 CID V8 Hemi	Day Phone	: 828-231-4382
VIN	: 1C4SDJFT5KC631932	Tag/State	: 22671W / NC
Created	: 7/28/2025 2:49:37 PM	Last Mileage	: 0
		Odometer In	: 0
		Odometer Out	: 94624

Labor/Notes

Code/Tech*	Reference	Description	Price
	DIAG	DIAGNOSTIC	\$105.00
	GUIDE	FUSE BOX - R&R / WIRING	\$315.00
	GUIDE	BLOWER MOTOR RESISTOR - R&R	\$105.00

NOTE: Labor estimates listed are for R&R only and DOES NOT include diagnosis time.

NOTE 1: Estimates shown DO NOT include recover, evacuate and charge system. If necessary to open refrigerant system; refer to System Charge (Complete) for appropriate time. NOTE 2: Estimates listed are for factory and dealer instrument panel installed Int

Parts

Qty	Code/Tech*	Reference	Description	Condition	Unit Price	Price
1	--	P	USED FUSE BOX		\$391.00	\$391.00
1	--	P	BLOWER MOTOR RESISTOR		\$232.81	\$232.81

Note: M - Labor Database, Copyright, Mitchell International, All Rights Reserved

THIS INSTRUMENT HAS BEEN PREAUDITED IN ACCORDANCE WITH THE FEDERAL GOVERNMENT  
MANNE-BUDGET  
AUTHORITY

*Cheryl Z*  
ACTING CHIEF

Labor	\$525.00
Parts	\$623.81
Sublet/Misc.	\$0.00
EPA/Shop Supplies	\$37.34
Charges	\$0.00
Sales Tax	\$80.42
Tax @ \$1,148.81 * 7.0000%	\$80.42
<b>Repair Total</b>	<b>\$1,266.57</b>

**\$1,266**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. Used parts are excluded from warranty unless otherwise stated. All Vehicles left over 36 hrs. after repairs are completed WILL INCUR A \$25.00 PER DAY STORAGE FEE.

Customer Signature \_\_\_\_\_

100-4510-52316  
 Police  
 NEW RADIATOR  
 VEHICLE 920  
 P.O. 26-00316

**Tire Connection Auto Repair**  
 2960 US 70 HWY  
 Black Mountain, NC. 28711  
 Phone: 828-357-5225

**INVOICE**  
 15588

**INVOICE**

Printed Date: 12/02/2025 Work Completed: 12/02/2025

**BLACK MTN POLICE**  
 MONTREAT RD  
 Black Mountain, NC 28711  
 Home 828-231-4382 KUHN — Cellular 828-419-9350 PD

2018 Dodge - Durango Special Service - 5.7L, V8 (345Cl) VIN(T)  
 Lic # : 19531-W Odometer In : 64499  
 Unit # : 920  
 VIN # : 1C4SDJFT1 JC474480

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ext
RADIATOR 68232592AB	1.00	705.65	705.65	***Vehicle Memo*** MONTY 828-215-9410		
FREON, OIL, AND DYE FREON	0.00	2.00	n/c	EVACUATE AND RE-CHARGE A/C SYSTEM. ADD FLORESCENT DYE. CHECK SYSTEM FOR LEAKS	1.00	129.95
ANTIFREEZE Size: 1 GALLON AF	2.00	17.88	35.76	RADIATOR - Remove & Replace - V8,5.7L Eng - [DOES NOT include Air Conditioning System recover, evacuate and recharge. DOES NOT include adjustment of Radar Sensor.	4.50	584.78
SYLVANIA Blister Pack (Front) H11BP Shop Supplies	2.00	25.52	51.04	Includes: R&I Front Bumper Cover.]		
			15.07			

**\$1,628**

**7 Bills alone at \$16,663  
 plus = \$27,918**

Org. Estimate 1,628.81 Revisions 0.00 Current Estimate 1,628.81

Labor:	714.73
Parts:	807.52
<b>SubTotal:</b>	<b>1,522.25</b>
<b>Tax:</b>	<b>106.50</b>
<b>Total:</b>	<b>1,628.75</b>
<b>Bal Due:</b>	<b>\$1,628.81</b>

[ Payments - ]

Vehicle Received: 12/2/2025

Customer Number : 50

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. 2) Labor warranty not to exceed 90 days.

Pricing Notice: A surcharge of 3% will be added to all Credit Card transactions, which is not greater than our cost of acceptance. This charge does not apply when paying by Cash, Check, or Debit Card.

Signature \_\_\_\_\_

Date \_\_\_\_\_

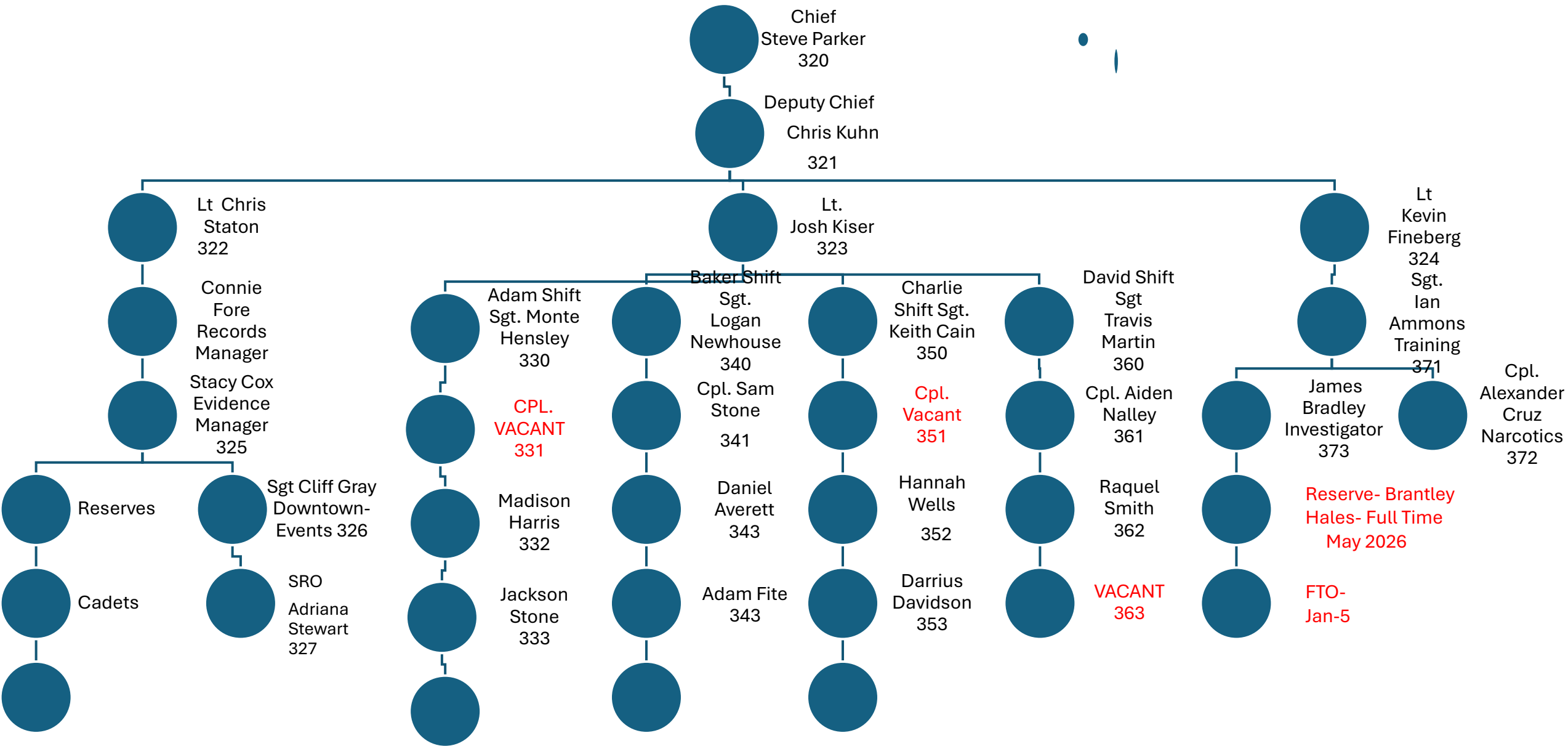
Visit us on the web: [www.blackmountaintire.com](http://www.blackmountaintire.com)

Email Address: [blkmnttireconnection@gmail.com](mailto:blkmnttireconnection@gmail.com)

Service Advisor : Strubeck, Scott, Tech : MCCALL, TRUE

Page 1 of 1

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# Safest City in Western NC

The 20 safest cities in North Carolina

- <https://share.google/d7Y5XUfCz5htTRzSU>

## The safest cities in North Carolina in 2025

- #1 Davidson
- #2 Rolesville
- #3 Whispering Pines
- #4 Pinehurst
- #5 Waxhaw
- #6 Elon
- #7 Fuquay-Varina
- #8 Leland
- #9 Apex
- #10 Mint Hill
- #11 Holly Springs
- #12 Holly Ridge
- #13 Gibsonville
- #14 Stallings
- #15 Concord
- #16 Wendell
- #17 Black Mountain
- #18 Winterville
- #19 Boone
- #20 Cornelius





# Cancer Playset Build

- Christmas and Thanksgiving

"Get out of the car! Show me your hands!" shouted Lieutenant Staton.



The bad guys were taken to jail, where they were locked up for a very long time.



# Awards Banquet



National Night Out





**THIS IS**

# **Black Mountain CERT**

Presentation to Town Council

February 9, 2026

Black Mountain, North Carolina

# Community Emergency Response Team





# OUR MISSION



BM CERT provides **training, structure, and accountability** for citizen volunteers serving under Black Mountain's public safety agencies.



# OUR MISSION

We promote individual and neighborhood  
**preparedness**

**Assist first responders** during emergencies and  
planned events, and

**Strengthen community resilience** through year-round  
**service and collaboration.**



# Assist Fire & Police Departments



# Planned Events



## Halloween 2025 (Lost Parents)





# Planned Events

## Christmas Parade Safety 2025



# Individual & Neighborhood Preparedness



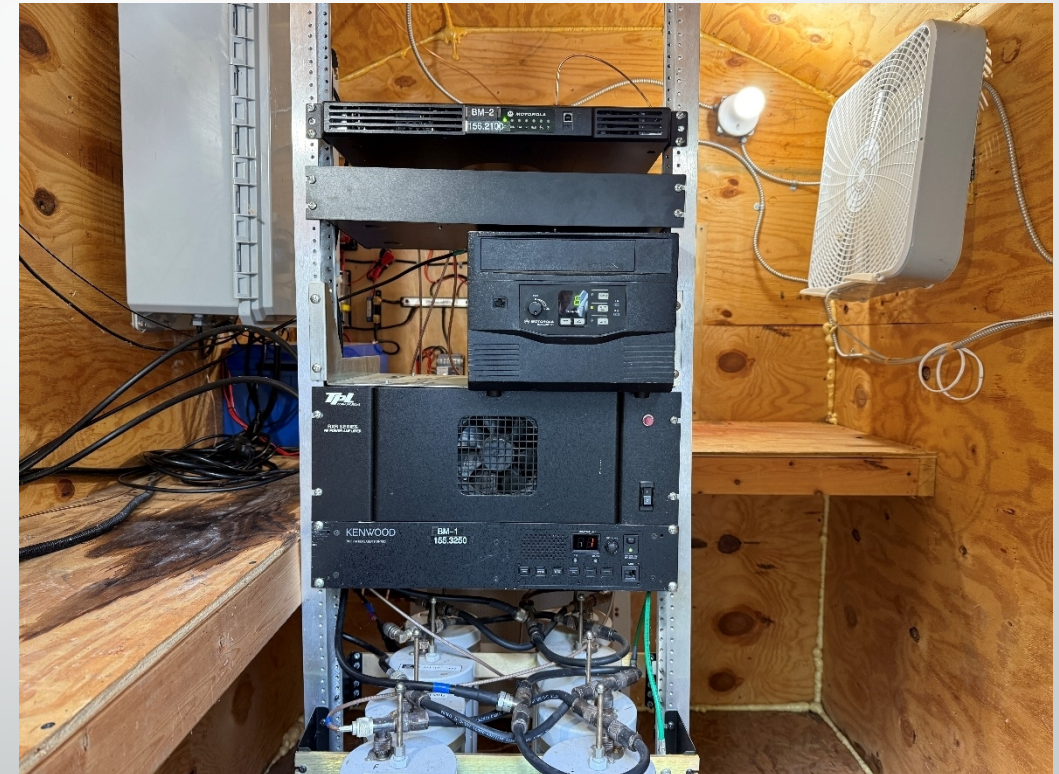
40+ Hours  
Each in 2025



# Year-Round Service & Collaboration



# Year-Round Service & Collaboration



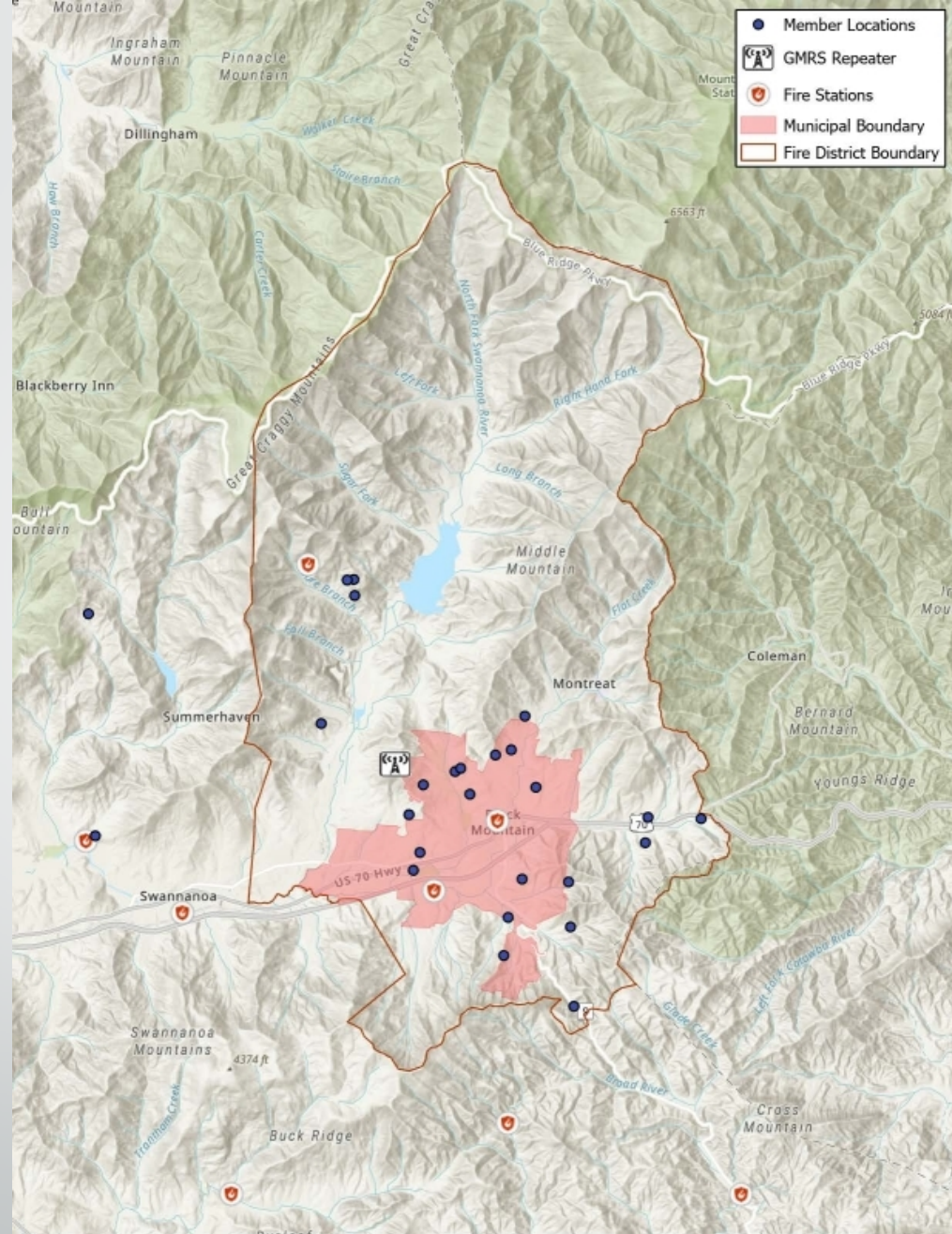
# Year-Round Service & Collaboration





# Radio Network Of Neighbors

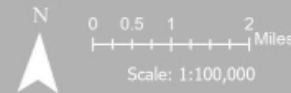
(Police & Fire)



Does *not* Require Cellular or Internet

*Or Duke Power*

BMCERT Members





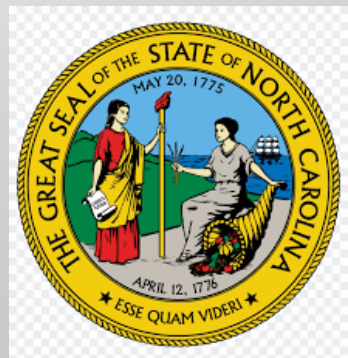
## WHO ARE YOUR NEIGHBORS?

- Several former law enforcement, fire, & EMTs
- Retired U.S. Naval commander and a Navy SEAL
- Retired physician, nurse, PT, and a therapist
- Current and retired educators, gov staffers
- Computer and IT professionals, construction managers
- Outdoor enthusiasts and athletes
- Grandparents and parents

*All worked in Helene to help others*

# HOW DID WE GET HERE?

- **1986** Los Angeles Fire Dept recognizes civilians will be on their own for first 72 hours, forms CERT
- **1985 Mexico City: 700 lives saved by volunteers**  
*But... 100 rescuer lives lost*
- **1994** FEMA creates CERT modeled on LAFD
- **7,000+** CERT programs in the U.S. today
- We are the **first CERT program** in NC west of Hickory





# HOW THIS WORKS

- Everyone is a **volunteer** (1,500 hours+ in 2025)
- We have **3 levels** of membership
- **11** leaders with **27** active volunteers
- Our **fiscal agent** is the Black Mountain Volunteer Firefighters Association (501c3) which exists to support the Fire Department and its members.

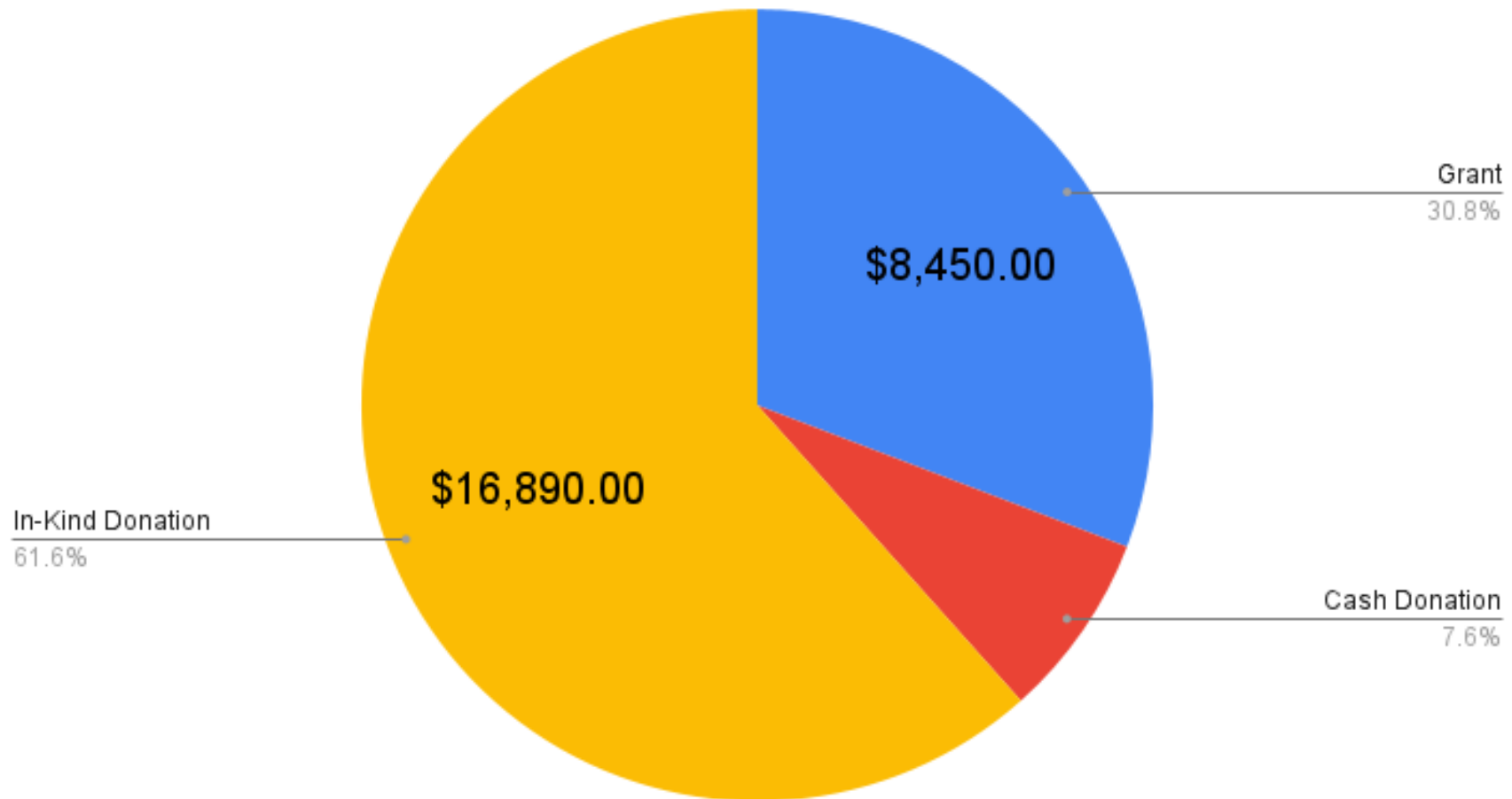




# FUNDRAISING

## Sources of 2025 Funding

**\$27,420**

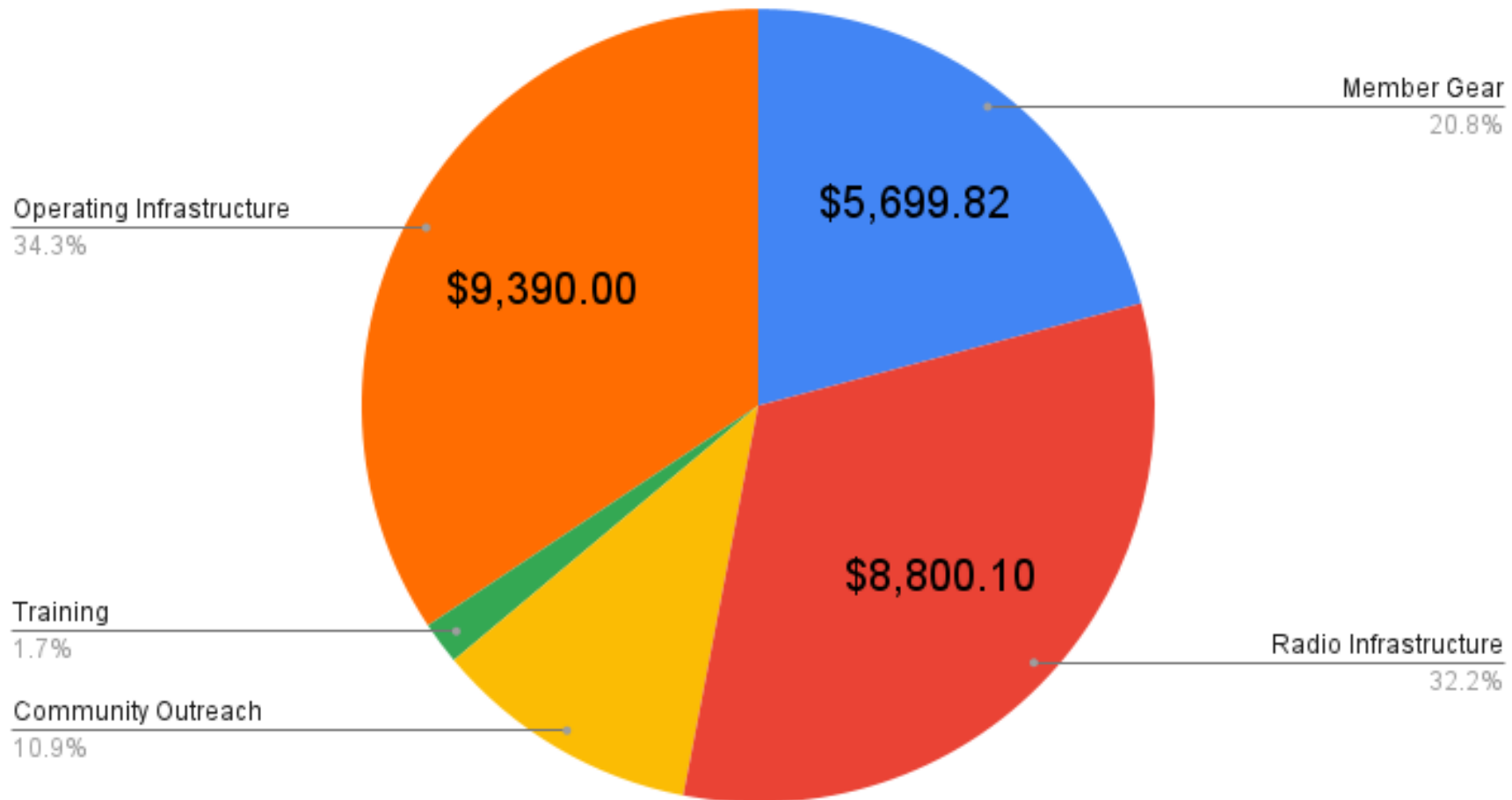




# USE OF FUNDS

Use of Funds by Type in 2025

**\$27,345**



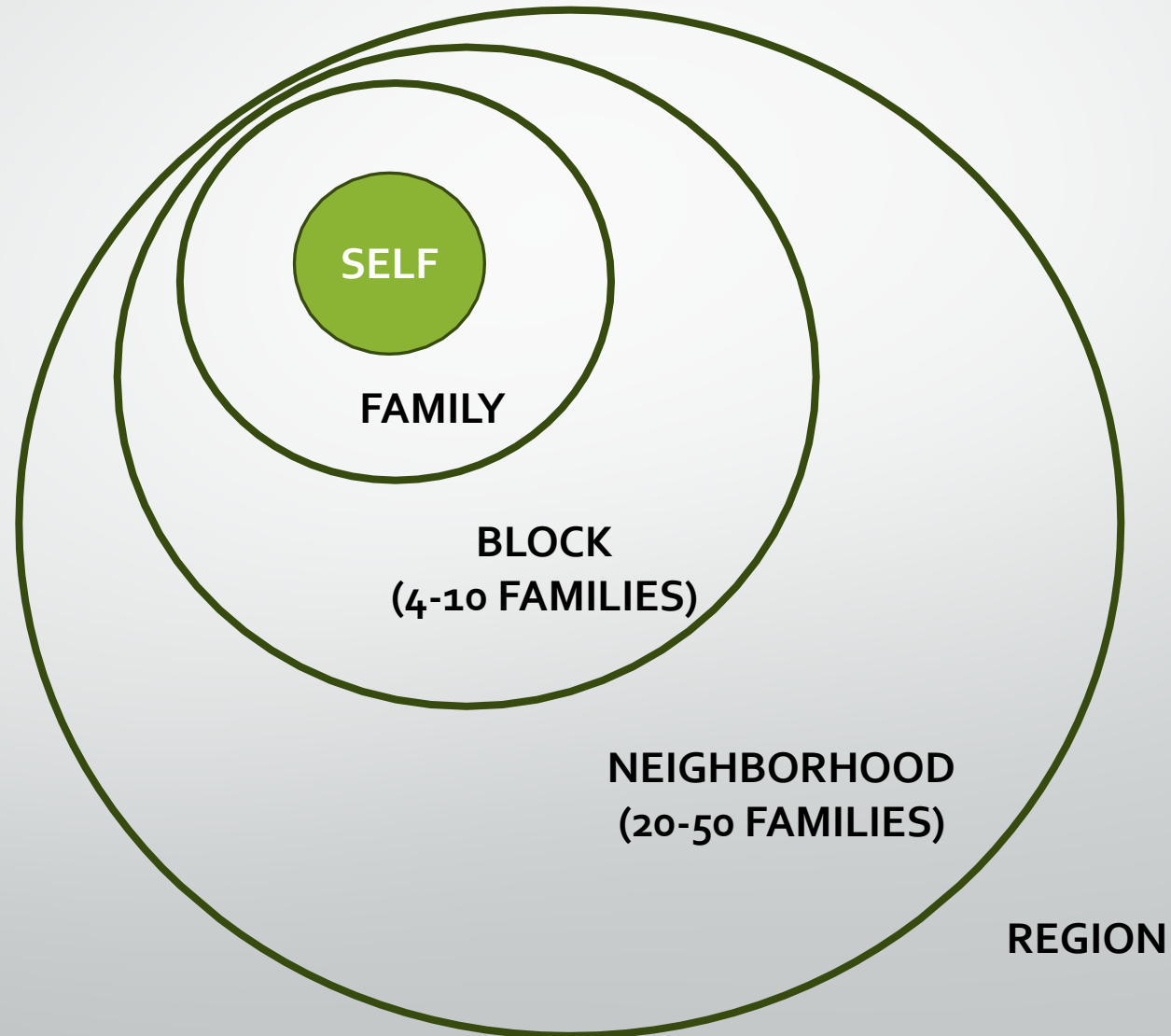


# GOVERNANCE & CHAIN OF COMMAND

- The team manages itself with a leadership cadre, and reports to the **Fire Chief via the BMFD Liaison Officer**
- When activated by The Town, members report **via chain of command** to BMFD or BMPD
- Every member signs a **Code of Ethics** (same as BMFD)
- Every member signs a **Liability & Membership Agreement**
- Members can be terminated for breaching the provisions of either document

# GEOGRAPHIC SCOPE

- Self
- Family
- Block
- Neighborhood
- Town
- Region
- ~~State~~
- ~~National~~





# OPERATIONAL SCOPE

- Get to know your neighbors
- Prepare and educate the community
- Plan and collaborate to improve resilience
- Assist neighbors in emergencies
- Maintain neighborhood-to-fire-department radio communications when cell services are down

Upon activation by The Town, members backfill for first responders (within scope of training & certification) as BMFD volunteers

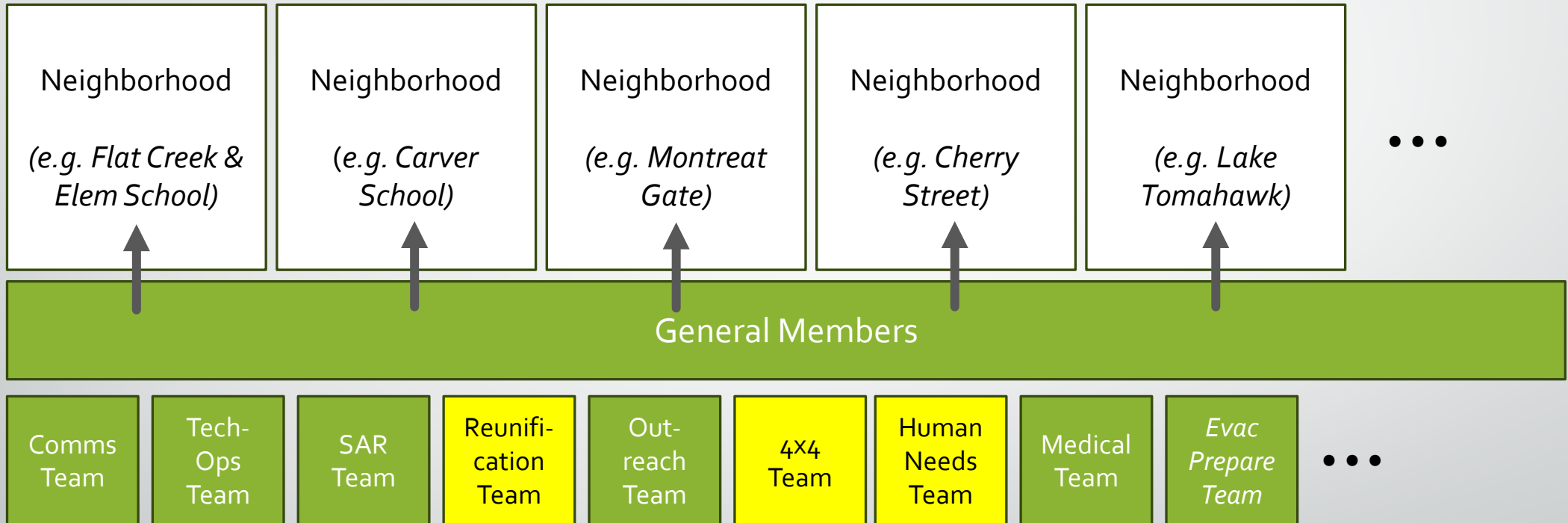


## BEYOND SCOPE

- Suppress large fires
- Enter heavily-damaged structures
- Operate in hazardous material environments
- Technical rescue
- Advanced medical treatment
- Any response or deployment outside of the BMFD/BMPD chain of command



# FOCUSED ON NEIGHBORHOODS



*Neighbors Helping Neighbors*



# LIABILITY OF VOLUNTEERS

- Anyone can volunteer to help another person
  - Federal: ***Volunteer Protection Act of 1997***
  - State: ***North Carolina's Good Samaritan laws***
  - Generally: acting in good faith **within the scope of their training** or certification, **if not compensated** (volunteering)

***Neighbors Helping Neighbors***



## FUTURE: PREPAREDNESS

- More specialized training for members
- Offer more classes to the community (Aug 26, Jan 27)
- More education of our neighbors and community
- Carefully adding more members, including groups



## FUTURE: RESILIENCE

- More radio (and other) **communications backup**
- Backup radios for town vehicles
- Specialized equipment for the special teams
- Wildfire prevention with **FireWise**
- Collaborating with non-profits to create '**Community Hubs**' with Water, Food, Internet, Battery Re-charging
- Create a Warming Shelter for storm conditions



*Prepared for the Next One*



# FOR MORE

Sign up for news and tips



*Subscribe*

Apply to join the team!



Volunteer for CERT

Register for our next class  
(August 2026)



CERT Class Signup

Contact me



David's VCard



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** Wesley Barker, Town Clerk      **MEETING DATE:** February 9, 2026  
**AGENDA SECTION:** Consent Agenda      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Adoption of Meeting Minutes- April 23, December 15, 23, 31, 2025 and January 5, 8, 12, 21 & 23, 2026.

**SUGGESTED MOTION(S):**

Motion to approve meeting minutes as presented.

---

**SUMMARY:**

The following Town Council meeting minutes are included for consideration of approval:

- April 23, 2025 Special Called Meeting for Closed Session regarding Town Attorney appointment. This set of minutes has not yet been officially approved by the Council.
- December 15, 2025 Special Called Meeting
- December 23, 2025 Special Called Meeting
- December 31, 2025 Special Called Meeting
- January 5, 2026 Special Called Meeting
- January 8, 2026 Special Called + Agenda Meeting
- January 12, 2026 Regular Meeting
- January 21, 2026 Special Called Meeting
- January 23, 2026 Special Called Meeting

*Note: the December 19, 2025 Special Meeting minutes will be on the March 9, 2026 agenda for approval once received by the attorney.*

**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. April 23, 2025 Special Meeting for Closed Session\_Minutes\_public
2. December 15, 2025\_TOWN\_COUNCIL\_SPECIAL\_CALLED\_CLOSED\_SESSION\_MINUTES
3. December 23, 2025\_TOWN\_COUNCIL\_SPECIAL\_CALLED\_CLOSED\_SESSION+\_Exec Search Firm Disc\_MINUTES
4. December 31, 2025\_TOWN\_COUNCIL\_SPECIAL\_CALLED\_Closed\_Session+\_Exec Search Firm Disc\_MINUTES
5. January 5, 2026 Special Meeting Minutes
6. January 8, 2026 Special Meeting + Agenda Review Minutes
7. January 12, 2026 Regular Meeting Minutes - draft
8. January 21, 2026 Special Meeting Minutes- Draft
9. January 23, 2026 Special Called Mtg Minutes (to appoint Interim Finance Dir)



## OPEN SESSION MINUTES ABOUT CLOSED SESSION

### TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **April 23, 2025** Time: **8:00 a.m.** **Special Called- Closed Session**

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**THE BLACK MOUNTAIN TOWN COUNCIL** held a special called meeting on Wednesday, April 23, 2025 in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC for the purposes of Closed Session pursuant to N.C.G.S. 143-318.11 (a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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.

#### **CALL TO ORDER**

Mayor C. Michael Sobol called the special meeting to order at 8:00 a.m. The following Council members were in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay (*in at 8:12 a.m.*), Council Member Pam King, and Council Member Ryan Stone.

Mayor Sobol stated the purpose of this special meeting was for Town Council to meet in closed session prior to the budget workshop meeting scheduled immediately following.

*Council Member Berry made a motion to go into closed session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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. A vote of 4-0 in favor. Council Member Hay had not yet arrived.*

The Council returned to open session at 8:34 a.m. *Council Member Alice Berry made a motion to continue working with Craig Justus as the Town Attorney under the new firm of Wilkerson Justus PLLC for the remainder of the contract period, and then the Council would re-evaluate. A vote of 5-0 in favor.*

#### **ADJOURNMENT**

*With no further discussion, the closed session meeting was adjourned. The Council would then begin the budget workshop meeting. (These budget workshop minutes are separate.)*

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C. Michael Sobol, Mayor

ATTEST:

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Wesley M. Barker, Town Clerk



## OPEN SESSION MINUTES ABOUT CLOSED SESSION

### TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **December 15, 2025** Time: **8:30 a.m.** **Special Called- Closed Session**

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**THE BLACK MOUNTAIN TOWN COUNCIL** held a special called meeting on Monday, December 15, 2025 in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC for the purposes of Closed Session pursuant to N.C.G.S. 143-318.11 (a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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.

#### **CALL TO ORDER**

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

Mayor Sobol stated the purpose of this meeting was for Town Council to meet in closed session.

***Council Member Berry made a motion to go into closed session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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. A vote of 4-0 in favor.***

The Council returned to open session at 9:30 a.m.

Council Member Doug Hay stated the Town Council met to discuss the resignation of the Town Manager, which has begun a forty-five (45) day planning period by the Town Council. Further, Council Member Hay stated the Council is moving toward appointment of an interim Town Manager and exploring possibility of using an executive search firm for a permanent Town manager search.

Council Member Ryan Stone announced the Council would like to call another Special Council Meeting on Friday, December 19, 2025 at 4:30 p.m., at Town Hall, pursuant to N.C.G.S. 143-318.11 (a)(3) and N.C.G.S. 143-318.11 (a)(6) to continue discussions.

#### **ADJOURNMENT**

***With no further discussion, the meeting was adjourned. The time was 9:32 a.m.***

\_\_\_\_\_  
C. Michael Sobol, Mayor

ATTEST:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



## OPEN SESSION MINUTES INCL. CLOSED SESSION

### TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **December 23, 2025** Time: **8:00 a.m.** **Special Called Meeting Minutes**

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**THE BLACK MOUNTAIN TOWN COUNCIL** held a special called meeting on Tuesday, December 23, 2025 in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC for the purposes of Closed Session pursuant to N.C.G.S. 143-318.11 (a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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; and to discuss executive search firms for Town Manager recruitment in open session.

#### **CALL TO ORDER**

Mayor C. Michael Sobol called the special meeting to order at 8:04 a.m. The following Council members were in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, and Council Member Ryan Stone.

Mayor Sobol stated the first portion of the meeting was for Town Council to meet in closed session.

*Council Member Doug Hay made a motion to go into closed session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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. A vote of 5-0 in favor.*

The Council returned to open session at 9:34 a.m.

*Council Member Pam King made a motion to exit closed session now that the purpose pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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, has been accomplished and to without a general account of such closed session so long as releasing the same would frustrate the purpose thereof. A vote of 4-0 in favor. Council Member Alice Berry left the meeting at 9:15 a.m.*

Council Member Doug Hay stated the Town Council met in closed session to interview candidates for interim Town Manager and would hold an additional Council Closed Session meeting the week after Christmas for further discussion. The Town Clerk will poll Council on the next meeting date and time and will post the meeting notice accordingly.

The next item on this special meeting agenda was discussion of executive search firms for Town Manager recruitment. Attorney Susan Russo-Klein reviewed information from the two firms who had submitted proposals. The first firm, Mercer Group Associates would offer the services of position analysis, recruitment brochure development, advertising, candidate search, screenings, and interviews. The base fee would be \$24,000, plus expenses.

The second firm, Developmental Associates, would perform the following tasks: recruitment of candidates, perform a multi-method screening approach on candidates, applying skill-based assessment and emotional intelligence testing to provide a comprehensive assessment beyond traditional interview-only approach. The base fee of \$27,600, plus expenses.

Council Members stated additional discussions on these executive search firms' proposals would occur at the next special-called meeting of the Council, following the Closed Session.

**ADJOURNMENT**

*With no further discussion, the meeting was adjourned. The time was 9:42 a.m.*

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C. Michael Sobol, Mayor

ATTEST:

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Wesley M. Barker, Town Clerk



## BLACK MOUNTAIN TOWN COUNCIL MINUTES

December 31, 2025 | Special Meeting Agenda | Time: 8:30 AM

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

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Black Mountain Town Council held their special meeting agenda on Wednesday, December 31, 2025, at 8:30 AM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

### 1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 8:32 a.m. with the following members in attendance: Mayor C. Michael Sobol, Town Council Member Alice Berry, Town Council Member Doug Hay, Town Council Member Pam King, Town Council Member Ryan Stone. *Vice Mayor Archie Pertiller was absent.*

The following staff members were present: Wesley Barker, Town Clerk and Susan Russo Klein, Attorney.

### 2. CLOSED SESSION - NCGS 143-318.11 (A)(3) CONSULT WITH ATTORNEY, ATTORNEY-CLIENT PRIVILEGE; AND NCGS 143-318.11(A)(6) PERSONNEL-RELATED.

**Council Member Pam King made a motion to go into closed session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.**

The Council returned to open session at 9:05 a.m.

**Council Member Pam King made a motion to exit closed session now that the purpose pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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, has been accomplished and to without a general account of such closed session so long as releasing the same would frustrate the purpose thereof. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.**

### **3. DISCUSSION OF EXECUTIVE SEARCH FIRMS FOR TOWN MANAGER RECRUITMENT**

Attorney Susan Russo Klein reviewed Executive Search Firm proposals that had been received in addition to those from the last meeting. All firms have been recommended by the NCLM. The proposals received were from the following:

1. Developmental Associates- NC-based full-service firm with a start-to-finish process including recruitment, stakeholder interviews, emotional intelligence analysis, and candidate negotiations. They estimate a 60-day period with a two-year guarantee. The proposed fee is \$25,500, not to exceed \$27,600. Background checks of candidates would be at an additional fee.
2. Mercer Group Associates - Florida-based full-service firm, one-year guarantee. A base fee of \$24,000 plus reimbursable expenses not to exceed \$5,000.
3. MGT- A full-service firm including advertising and background checks, job boards listings. A flat fee of \$26,000.
4. Piedmont Triad Regional Council - Uses a "word of mouth" recruitment and networking of managers, not a full-service firm. They would provide feedback on applicants and resumes received. A proposed fee of \$7,500.
5. Raftelis- Full-service firm with proposed cost of \$36,000-39,000.
6. SGR- Texas-based full-service firm, a cost of \$28,419 including advertising. Additional services are al la crate, but with additional costs. A cost of \$14,184 would occur for additional interviews if the first-round process is unsuccessful. The Town would provide costs for the candidates to travel. This would be a 12-week process with at 1-year guarantee.
7. Slavin Management Consultants- A Georgia-based full-service firm. This would be a 60-90-day process with a cost not to exceed \$25,203. The Town would pay the costs for candidate travel.

***\*\*Copies of these proposals received are included at the end of these minutes.***

Discussion ensued among Council Members. Council Member Hay stated he would like to move forward and narrow down to two firms to move forward with. It was also mentioned that the interim Town Manager would continue any processes and involvement, after the permanent Town Manager leaves his role.

Additional discussion ensued concerning the Finance Director position and adding this to proposals with the search firms, if they would be interested in doing so. It was noted this would have an additional cost but have a level of commitment.

**4. CONSIDERATION OF INTERIM TOWN MANAGER APPOINTMENT (IF APPLICABLE)**

Council Member Doug Hay stated the Council is continuing discussion of interim Town Manager candidates. No action taken on this matter.

**5. ADJOURNMENT**

It was announced the Town Council would next meet in a special session on Monday, January 5, 2026 at 8:30 a.m. at Town Hall.

**With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 9:32 a.m.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk

**Attachments: Copies of search firm proposals received.**



## BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 5, 2026 | Special Called Meeting Agenda | Time: 8:30 AM

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

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Black Mountain Town Council held their special meeting agenda on Monday, January 5, 2026, at 8:30 AM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

### 1. CALL TO ORDER.

Mayor C. Michael Sobol called the meeting to order at 8:30 a.m. with the following members in attendance: Mayor C. Michael Sobol, Town Council Member Alice Berry, Town Council Member Doug Hay, Town Council Member Pam King, and Town Council Member Ryan Stone. Vice Mayor Archie Pertiller was absent.

The following staff members were present: Wesley Barker, Town Clerk and Susan Russo Klein, Attorney.

### 2. CLOSED SESSION - NCGS 143-318.11 (A)(3) CONSULT WITH ATTORNEY, ATTORNEY-CLIENT PRIVILEGE; AND NCGS 143-318.11 (A)(6) PERSONNEL RELATED.

**Council Member Pam King made a motion to go into closed session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent. The time was 8:33 a.m.**

Council returned from closed session at 8:40 a.m.

***Council Member Pam King made a motion to exit closed session now that the purpose pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged., and 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, has been accomplished and to without a general account of such closed session so long as releasing the same would frustrate the purpose thereof. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**3. DISCUSSION AND VOTE ON INTERIM TOWN MANAGER & AGREEMENT.**

**Town Council Member Ryan Stone made a motion to appoint Richard Hicks as Interim Town Manager and the proposed employment agreement. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.**

**4. REVIEW OF EXECUTIVE SEARCH FIRMS FOR THE TOWN MANAGER AND FINANCE DIRECTOR HIRING PROCESS.**

Attorney Susan Russo Klein updated the Town Council on the executive search firms and the inquiry into adding the search for Finance Director as well.

Discussion ensued among Council Members on search firm proposals and top preferences from the seven proposals received, that could be narrowed down to two to three choices.

After further discussion, it was requested that the attorney work with Piedmont Triad Regional Council and MGT asking them to send pre-recorded videos, so that Council can review before making a final decision. These video reviews would occur at the January 8th, 2026 Agenda Review & Special Meeting.

**5. ADJOURNMENT.**

**With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 9:13 a.m.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



# BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 8, 2026 | Special Meeting Agenda | Time: 5:00 PM

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

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Black Mountain Town Council held their special meeting agenda on Thursday, January 8, 2026, at 5:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

## 1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 5:05 p.m. with the following members in attendance: Mayor C. Michael Sobol, Town Council Member Alice Berry, Town Council Member Doug Hay, Town Council Member Pam King, Town Council Member Ryan Stone (arrived at 5:50 p.m.). Vice Mayor Archie Pertiller was absent.

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Jamey Matthews, Public Works Director; Anne Phillip, Stormwater & Floodplain Administrator.

## 2. PRESENTATION OF TOWN STORMWATER MASTER PLAN (SWMP) DRAFT BY WK DICKSON, LLC.

Will Rector, PE, and Jennifer Heard, with WK Dickson, LLC cba Ardurra Group North Carolina, gave a presentation to the Council on the Town's Stormwater Master Plan (SWMP) draft, *Project No. 20230691.00GV*

Some highlights include the following: the SWMP is funded by a Local Assistance for Stormwater Infrastructure Investments (LASII) from the American Rescue Plan Act (ARPA). The purpose of the SWMP is to develop a GIS map of the Town's stormwater system, identify flooding issues, assess the existing conveyance system capacity and infrastructure condition, develop and prioritize flood reduction projects, and establish an implementation strategy for the recommended capital infrastructure projects. The goal being proactive instead of reactive.

The Study Area for the SWMP includes the following:

- Secondary stormwater conveyance system in the Downtown corridor,
- Tomahawk Branch watershed, both the primary system culvert crossings and the secondary stormwater conveyance system located in the surrounding residential areas of Lake Tomahawk,
- Flat Creek Tributary 1 primary system culvert crossings in the vicinity of Portmanvilla, Sixth, and Seventh Street roads, and

- Tributary 35 (of the Swannanoa River) primary system culvert crossings in the vicinity of Avena and Padgettown roads.

The Town manages an extensive stormwater conveyance system, including streams, roadside ditches and swales, and nearly nine (9) miles of closed pipe conveyance. Privately-owned stormwater infrastructure and private ponds also impact the Town's stormwater system. This SWMP includes assessment of the Town's stormwater conveyance system and includes multiple objectives: (1) reduce street and property flooding, (2) develop solutions to remove pipes presently located underneath commercial and government structures, (3) evaluate stormwater assets for maintenance and criticality, and (4) provide options to achieve a high level of service for roadways.

The stormwater inventory conducted for this SWMP determined that approximately 13 percent of the Town's evaluated structures are partially obstructed at 50% or less and require maintenance/debris removal. Approximately six (6) percent of the evaluated structures were severely obstructed (over 75 percent) at the time of assessment. The remaining 81 percent of evaluated structures were found to be clear of debris. Based on the results of the field assessments, four high-priority maintenance areas were identified and are shown in Figure ES-2. Beyond these four areas, it is recommended that the Town begin a systematic maintenance program to clear obstructions, beginning with the stormwater assets located in the Tomahawk Branch Watershed. The Council thanked Will and Jennifer for their presentation.

The Mayor left the meeting at 5:43 p.m. and asked Council Member Doug Hay to chair the remainder of the meeting.

***The Executive Summary SWMP draft document is attached at the end of these minutes.***

### **3. AGENDA REVIEW AND APPROVAL OF THE JANUARY 12TH, 2026 REGULAR MEETING AGENDA.**

The next item was review of the January 12, 2026 Regular Meeting agenda. Town Manager Josh Harrold reviewed the draft agenda with the Council. The following proposed edits were offered:

- Council Member Stone asked a resolution to be added to recognize outgoing Town Manager Josh Harrold, under agenda item #2: 'Proclamations, Awards, Recognitions, Special Resolutions.'
- Move 'Communications from Staff, Councils, Commissions & Agencies' before Citizen Comments.
- Under 'Communications from Staff, Councils, Commissions & Agencies', add a "Senior Center Update" from staff.
- Under 'New Business', add "Selection of Search Firm for Town Manager / Finance Director Recruitment."
- Under 'New Business', add "Discussion of Adjusting Park Hours at Lake Tomahawk & Town Square."

- Add a map showing the intersection of Sutton Ave./Black Mountain Ave. for item 11B.

***Council Member Alice Berry made a motion to approve the January 12, 2026 meeting agenda with the suggested amendments. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

**4. DISCUSSION OF EXECUTIVE SEARCH FIRMS FOR TOWN MANAGER RECRUITMENT (AND FINANCE DIRECTOR, IF APPLICABLE) AND POSSIBLE FIRM SELECTION.**

Council Members then viewed two videos submitted, per their request from the January 5, 2026 special meeting, from Piedmont Triad Regional Council and MGT on their proposals for services in the recruitment of a Town Manager and Finance Director. Brief discussion ensued, but Council did not take any action on this item. Council discussed making a final selection at the January 12, 2026 regular meeting to move the process along.

- 5. ADJOURNMENT.** With no further business, the meeting was adjourned at 6:18 p.m.

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk

**Attachments: SWMP Executive Summary Draft.**



## BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 12, 2026 | Regular Session Agenda | Time: 6:00 PM

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

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Black Mountain Town Council held their regular session agenda on Monday, January 12, 2026, at 6:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

### 1. CALL TO ORDER

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

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Steve Parker, Police Chief; Chris Kuhn, Deputy Police Chief; Jamey Matthews, Public Works Director; Doug Morrow, Fire Marshal; Christopher Carlock, Deputy Fire Marshal.

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

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

- 2.A. **Recognition of Outgoing Town Manager Josh Harrold.** Each Council Member read a portion of the resolution recognizing Town Manager Josh Harrold who will be leaving at the end of January 2026.

*Town Council Member Pam King made a motion to approve the resolution recognizing outgoing Town Manager Josh Harrold as presented. A vote of 5-0 in favor.*

#### RESOLUTION IN RECOGNITION OF OUTGOING TOWN MANAGER

**JOSH HARROLD**

**RESOLUTION NO. # R-26-04**

**WHEREAS**, Josh Harrold served this community with honor and distinction as Town Manager from 2018 to 2026, guiding the work needed to endure and thrive during the extraordinary challenges of

both the COVID pandemic and the natural disaster of Hurricane Helene and its aftermath; and the leadership of Mr. Harrold was instrumental in fostering sound governance practices and service delivery and community spirit during these challenging times as recognized by:

- The Robert E. Shepherd Excellence in Local Government Award awarded by the Land of Sky Regional Board of Delegates “for his dedication and service to greatly enhance the quality of life for the citizens of the town of Black Mountain and our region.”
- The Government Business Review Top 10 Town Managers 2025 Award recognizing Mr. Harrold’s focus on many areas of staff professionalism, including strengthening staff teamwork by ensuring they have the tools, support, and knowledge to succeed.
- Election by his peers as the President of the North Carolina Association of Zoning Officials.
- Ongoing professional credentialing by the International City Management Association; and

**WHEREAS**, Mr. Harrold fostered a spirit of advancement including a multi-year process to replace outdated software with platforms crucial for modern governance in a digital age, including financial/accounting software; digital and searchable document storage; a new, more user friendly, comprehensive town website; the creation of a Stormwater Utility resulting in a comprehensive, searchable, database of the town’s stormwater drainage assets and needs; the creation of an in-house Sanitation Department to manage costs and service delivery. In addition, Mr. Harrold’s commitment to transparency is evidenced by working with Council to create a six-month public budget process annually; and

**WHEREAS**, Mr. Harrold continued his leadership in the aftermath of Hurricane Helene as evidenced by:

- The creation of the first Citizen’s Emergency Response Team (CERT) in western North Carolina.
- The establishment of an office of Recovery and Resiliency in the Town of Black Mountain.
- The receipt of \$35 million in grant funding for critical water and stormwater projects and parks and recreation projects.
- The training of all employees through National Incident Management to be prepared for the next emergency.
- The donation of state-owned property to the Town of Black Mountain for a future emergency services building; and

**WHEREAS**, Mr. Harrold worked in accord with the Town Council to prioritize environmental stewardship, including:

- The installation of solar panels as funding allowed, including the Carver Center and the Public Safety Building.
- Installation of energy efficient lighting in town buildings.
- Installation of four new EV charging stations, resolution to prioritize electric vehicles whenever the town is purchasing vehicles if an appropriate EV is available.
- Expanding partnerships to host rain garden education and installation, rain barrel distribution, seedling tree distribution.
- The elimination of single use plastics in town purchasing.
- The expansion of the town’s waste reduction efforts with the purchase of recycling carts for each household.

- The development of the Upper Swannanoa River Watershed Management Plan.
- The creation of the first section of the Fonta Flora State Trail in Buncombe County; and

**WHEREAS**, Mr. Harrold fostered collaboration and cooperation between the town and non-profit organizations and faith communities to better serve the citizens; and formed strong partnerships with organizations such as the Black Mountain-Swannanoa Chamber of Commerce, the Land of Sky Regional Council, the NC League of Municipalities, NC Department of Transportation, the Metropolitan Planning Organization, and many other state and federal entities; and Mr. Harrold encouraged our staff to do the same, much to the betterment of our community; and

**WHEREAS**, Mr. Harrold prioritized professionalism in all departments and in particular, the Fire and Police Departments resulting in, among other things, the Black Mountain Police Department becoming the first in the state to be accredited by the NC Dept. of Justice. Because of his efforts, our Public Safety staff have:

- Implemented a schedule for vehicle fleet replacement.
- Professional, well-trained staffing on all shifts.
- Embedded counseling services available to first responders.
- Revised pay grades and salaries to address equity and retention.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of Black Mountain, upon a motion by Council Member King, recognizes and expresses our appreciation for the service of outgoing Town Manager Josh Harrold.

**Adopted the 12<sup>th</sup> day of January 2026.**

\*\*\*\*\*

### **3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES**

#### **3.A. Project Updates. Town Manager Josh Harrold provided the following updates to ongoing Town projects:**

##### **EB5547-A**

- Plans are at 60%
- Bus stop has been ordered and will be delivered mid- to late January
- Bus stop will have a bike rack
- Staff met with NCDOT to mark off new bus stop location
- This location will be added to the revised plans

##### **EB5547-B**

- Plans are at 90%

##### **SRP-SW-ARP-0055 – Stormwater Asset Mapping**

- Project is complete
- Final report will be presented at January 8<sup>th</sup> agenda meeting

**SRP-SW-ARP-0026 – Floodbench Project**

- Have secured all access agreements except for Ingles (Kimley-Horn is reaching out to them)
- Still waiting to hear back from Norfolk Southern
- Should have all permits back by early June
- Start date pending NSE availability, but currently set for August 7<sup>th</sup>
- Work estimated to be completed by December
- Plans and specs have been submitted to DEQ

**HL-0013 – Ninth Street Bridge**

- All easements have been secured
- Duke utility relocation to begin January 20<sup>th</sup> and last through January 29<sup>th</sup> and then ATT to follow after
- Revised plans submitted in December
- No issues with Wildlife Commission
- DOT will begin advertising in February for March letting

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- 3.B. Senior Center Update.** Assistant Town Manager Jessica Trotman provided an update on the Senior Center and stated there were no submittals and staff is contacting contractors to take on the project.

Mayor Sobol then read a personal written statement aloud regarding the Senior Center.

**4. CITIZEN COMMENTS**

- David Bilstrom, 825 N. Occoneechee Ave. - wanted to express appreciation to Town staff who get the work done and the leadership provided.
- Cheryl Hyde, 501 Kentucky Ave. in Montreat, Exec. Director of Chamber of Commerce. spoke about the community and what she likes about working and living here.
- Lisa Jennings spoke about aftermath of Helene and leadership that Josh Harrold had for the community and getting water for its citizens.
- Libba Fairleigh spoke in appreciation for Josh Harrold and other Town leadership. Spoke about pickleball efforts and successes.
- Mark Henegan, Bush Farmhouse, asked for removal of railroad ties on Sutton Ave. for pedestrians to walk safely, and would like an update on removal of these ties.
- John Richardson, 111 Church St., read a statement regarding Black Mountain Brewing asked that this be made part of the public record. Mr. Richardson asked Council to authorize reopening upper deck and aligning historic district with fire district.
- Kathy Phillips, 26 Hi View Dr., Member of Planning Board, spoke about Josh

Harrold's leadership and wishes him well.

**5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL**

Alice Berry offered comments and thanked Josh Harrold for his leadership with the Town over his tenure. Alice also read aloud a prepared statement on unity within the community. Doug Hay offered comments regarding the appointment of interim Town Manager, Richard Hicks, who will begin on January 20th. Doug spoke about the Senior Center and urgency to move forward to get the upper level open.

**6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER**

Attorney Craig Justus spoke about legislative updates. Spoke about land use changes about a waiting period when denied a rezoning or development approval, that the waiting period has been eliminated. Town Manager Josh Harrold speaking at his last meeting, spoke about the staff and expressed appreciation to all staff members.

**7. CONSENT AGENDA**

**7.A. Adoption of Minutes for September 8, October 9, October 13, October 28, November 1, November 6, November 10, December 4, December 8, 2025, Council Meetings.**

*Vice Mayor Archie Pertiller made a motion to approve meeting minutes as presented. A vote of 5-0 in favor.*

\*\*\*\*\*

**7.B. Monthly Tax Collector Report.**

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

\*\*\*\*\*

**7.C. Acceptance of Bench Donations for Lake Tomahawk Park.**

*Vice Mayor Archie Pertiller made a motion to accept the bench donations as presented. A vote of 5-0 in favor.*

**RESOLUTION TO ACCEPT DONATION OF BENCHES TO BE PLACED AT LAKE TOMAHAWK PARK  
RESOLUTION NO. # R-26-01**

**WHEREAS,** new metal benches have been donated by the following:

- Lorre Diamond, the Hopey Family and Hopey & Company staff in memory of Jane Hopey

- Mary Lavoie in memory of Louis Guialdo; and

**WHEREAS**, these metal benches will be installed at Lake Tomahawk Park, with a commemorative plaque attached to each with the name of the honoree, and will begin phasing out the existing older wooden benches; and

**WHEREAS**, the total value of the donated benches is approximately \$500 each.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of Black Mountain formally accepts this generous donation by these citizens for these new benches in memory of their loved ones.

This the 12<sup>th</sup> day of January 2026..

\*\*\*\*\*

**7.D. Consideration of Amendment to Agreement for Professional Services for Hilltop Road Repairs (Change Order No. 2).**

The Town Council has been asked to approve Change Order No. 2 to the professional services agreement with McAdams for the Hilltop Road Emergency Repairs project under the approved master service agreement which was adopted on June 9th, 2025 (#R-25-24).

This amendment authorizes additional engineering, permitting, bidding, and construction administration services necessary to complete final roadway, drainage, erosion control design, FEMA documentation, bidding support, and construction administration for Phase II repairs. The total not-to-exceed amount of this change order is \$124,079, billed on an hourly basis per the contract rate schedule, and is required to advance the project to construction and support FEMA Public Assistance reimbursement. This will be reimbursed by FEMA and obligation of funds may occur before services are needed.

*Vice Mayor Archie Pertiller made a motion to approve the amendment to the agreement for professional services for Hilltop Rd. Repairs (Change Order No. 2) as presented. A vote of 5-0 in favor.*

**A RESOLUTION OF THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL  
AUTHORIZING APPROVAL OF CHANGE ORDER NO. 2 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH McADAMS FOR PHASE II  
ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR  
THE HILLTOP ROAD EMERGENCY REPAIRS PROJECT (FEMA PROJECT  
#811550)**

**RESOLUTION NO. # R-26-06**

**WHEREAS**, on September 27, 2024, Tropical Storm Helene caused a landslide on Hilltop Road in the Town of Black Mountain, resulting in significant slope failure, damage to public infrastructure, destruction of a stormwater pipe system, and rendering the roadway impassable; and

**WHEREAS**, the Town of Black Mountain has received Federal Emergency Management Agency (FEMA) Public Assistance funding under FEMA Project #811550 for emergency stabilization and repair activities associated with the Hilltop Road Emergency Repairs Project; and

**WHEREAS**, on June 9, 2025, the Town Council adopted Resolution No. R-25-24 authorizing the Town Manager to enter into a professional services agreement with McAdams for engineering, design, permitting, and construction administration services related to emergency stabilization of Hilltop Road; and

**WHEREAS**, the professional services agreement with McAdams was executed under the Town's approved master services agreement adopted on June 9, 2025; and

**WHEREAS**, the Hilltop Road Emergency Repairs Project is proceeding into **Phase II**, which includes final roadway, drainage, and erosion control design, FEMA documentation, bidding assistance, and construction administration necessary to advance the project to construction; and

**WHEREAS**, Town staff have negotiated **Change Order No. 2** to the professional services agreement with McAdams to provide the additional engineering, permitting, bidding, and construction administration services required for Phase II repairs; and

**WHEREAS**, Change Order No. 2 authorizes services in a **not-to-exceed amount of \$124,079**, billed on an hourly basis in accordance with the contract rate schedule; and

**WHEREAS**, the costs associated with Change Order No. 2 are eligible for reimbursement through FEMA's Public Assistance Program, and obligation of FEMA funds may occur prior to the services being performed; and

**WHEREAS**, approval of this change order is necessary to advance the project to construction and to support FEMA Public Assistance documentation and reimbursement requirements.

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

1. **Change Order No. 2** to the professional services agreement with McAdams for the Hilltop Road Emergency Repairs Project is hereby approved in a **not-to-exceed amount of \$124,079** for Phase II engineering, permitting, bidding support, FEMA documentation, and construction administration services.
2. The Town Manager is hereby authorized to execute Change Order No. 2 and any related documents consistent with the terms of the master services agreement, this Resolution, and the Town's purchasing policies, subject to review and approval by the Town Attorney.
3. This Resolution supplements and does not supersede Resolution No. R-25-24, and all actions previously taken in furtherance of the Hilltop Road Emergency Repairs Project remain in full force and effect.

**Adopted by the Town Council of the Town of Black Mountain, North Carolina, this 12th day of January, 2026.**

\*\*\*\*\*

**7.E. Resolution Authorizing Staff to Apply for Helene Recovery Fund for PARTF 2025-2026 Funding for Engineering & Construction of a New Maintenance Facility at the Black Mountain Golf Course.**

Assistant Town Manager Jessica Trotman updated Town Council stating that confirmation has been received that this PARTF Helene Recovery Fund would not apply to this project's nature and would no longer be eligible for the funding from the Helene Recovery Fund with PARTF, but that other funding avenues were being explored. **This item was struck from the consent agenda.**

**7.F. Resolution Authorizing Staff to Apply for Helene Recovery Fund for PARTF 2025-2026 Funding for Engineering & Construction of a New Combined Restroom & Concession Facility at Veterans Park (Amended).**

*Note: The initial resolution (R-25-90.3) was adopted on November 10, 2025 by Town Council that authorized staff to apply for PARTF funding for the restrooms & concession stand facility at Veterans Park.*

Assistant Town Manager Jessica Trotman updated Town Council stating that confirmation has been received that this PARTF Helene Recovery Fund would not apply to this project's nature and would no longer be eligible for the funding from the Helene Recovery Fund with PARTF, but that other funding avenues were being explored. **This item was struck from the consent agenda.**

**7.G. Amendment to Loan Agreements for State Cashflow Loans with NC State Treasurer.**

This agenda item considers approval of an amendment to the Town of Black Mountain's existing State of North Carolina Cashflow Loan Agreements and related promissory notes for disaster response activities associated with Hurricane Helene. The amendment, authorized under Session Law 2025-97, modifies repayment terms for three previously issued, interest-free cashflow loans totaling approximately \$2.4 million and extends the repayment deadline until the later of June 30, 2030, final FEMA reimbursement determination, or receipt of FEMA funds. The amendment also confirms the Town's eligibility under the updated statute, maintains program requirements administered by the North Carolina Department of State Treasurer, and authorizes designated Town officials to execute the amended agreements and take all necessary actions to administer the disaster recovery loan funding.

***Vice Mayor Archie Pertiller made a motion to approve the amendment to the loan agreements for State Cashflow Loans with the NC State Treasurer as presented. A vote of 5-0 in favor.***

**A RESOLUTION APPROVING AMENDMENTS TO EXISTING STATE OF NORTH  
CAROLINA CASHFLOW LOAN AGREEMENTS AND PROMISSORY NOTES  
RELATED TO HURRICANE HELENE DISASTER RESPONSE**

**RESOLUTION NO. # R-26-07**

**WHEREAS**, the Town of Black Mountain experienced significant impacts from Hurricane Helene and has undertaken disaster response and recovery activities eligible for federal and state assistance; and

**WHEREAS**, pursuant to authority granted by the State of North Carolina, the Town previously applied for and received interest-free cashflow loans administered by the North Carolina Department of State Treasurer to support disaster response activities while awaiting federal reimbursement; and

**WHEREAS**, the Town has previously adopted the following resolutions related to State of North Carolina cashflow loans for Hurricane Helene disaster response:

- **Round 1 (\$705,703.37):** Resolution No. R-25-08, adopted March 10, 2025;
- **Round 2 (\$465,661.06):** Resolution No. R-25-28, adopted June 9, 2025;
- **Round 1 Amendment:** Resolution No. R-25-29, adopted June 9, 2025; and
- **Round 3 (\$1,233,911.31):** Resolution No. R-25-49, adopted September 8, 2025; and

**WHEREAS**, the Town has received three previously issued, interest-free cashflow loans totaling approximately **\$2.4 million** under these programs; and

**WHEREAS**, the North Carolina General Assembly enacted **Session Law 2025-97**, which authorizes amendments to existing disaster-related cashflow loan agreements and promissory notes, including modifications to repayment terms; and

**WHEREAS**, the proposed amendment to the Town's existing State of North Carolina Cashflow Loan Agreements and related promissory notes extends the repayment deadline to the later of June 30, 2030, the final FEMA reimbursement determination, or the receipt of FEMA reimbursement funds; and

**WHEREAS**, the amendment confirms the Town of Black Mountain's continued eligibility under the updated statute and maintains all applicable program requirements administered by the North Carolina Department of State Treasurer; and

**WHEREAS**, approval of the amendment will support the Town's ongoing disaster recovery efforts while ensuring compliance with state law and sound financial administration.

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

1. The Town Council hereby approves amendments to the Town of Black Mountain's existing State of North Carolina Cashflow Loan Agreements and related promissory notes for disaster response activities associated with Hurricane Helene, as authorized under Session Law 2025-97.
2. The amended agreements shall modify repayment terms for the three previously issued, interest-free cashflow loans totaling approximately \$2.4 million by extending the repayment deadline until the later of June 30, 2030, final FEMA reimbursement determination, or receipt of FEMA reimbursement funds.
3. The Town Council confirms the Town's eligibility under the amended statute and acknowledges that all program requirements administered by the North Carolina Department of State Treasurer shall remain in effect.
4. The Town Manager, or their designee, is hereby authorized and directed to execute the amended loan agreements and promissory notes and to take all actions necessary or appropriate to administer the disaster recovery loan funding in accordance with applicable state and federal requirements.
5. This resolution shall be effective upon adoption.

**ADOPTED this 12<sup>th</sup> day of January, 2026.**

\*\*\*\*\*

**8. PUBLIC HEARING – NONE**

**9. CITIZEN COMMENTS**

Sharon Hill, spoke about intersection of Sutton Ave., & Black Mountain Ave. safety, asking for a traffic study at this intersection, and she also offered suggestions for intersection improvements by showing some renderings.

**10. UNFINISHED BUSINESS – NONE**

**11. NEW BUSINESS**

**11.A. 2026 Green Tee Grill Lease Renewal.**

The Green Tee Grille Lease expires January 14, 2026. The tenant, Karen Davis, would like to renew the lease for the golf course snack shop (Green Tee Grille) for an additional year. The 2025 approved lease amount was \$400 per month. A draft revised lease document for 2026 is attached for Council to review and offer any amendments.

***Town Council Member Doug Hay made a motion to approve the lease renewal for an additional year as presented. A vote of 5-0 in favor.***

\*\*\*\*\*

**11.B. Consideration of pursuing a Traffic Study at the intersection of Sutton Ave. and Black Mountain Ave. to enhance safety.**

Several citizen comments have been received to the Town and Town Council asking about improved safety at the intersection of Sutton Ave. and Black Mountain Ave. Council will discuss the possibility of directing staff to pursue a traffic study at this intersection and on ways to enhance safety for pedestrians and motorists.

Discussion ensued among Council members about this intersection. Suggested to update in the interim with fresh painting of lines and signage.

*Town Council Member Pam King made a motion to approve pursuing a traffic study as presented at the intersection of Sutton Ave. and Black Mountain Ave., with a traffic study cost not to exceed \$10,000. A vote of 5-0 in favor.*

\*\*\*\*\*

**11.C. Selection of Firm for the Town Manager Recruitment Process.**

Town Council will make a selection of the search firm for the Town Manager recruitment. In total, the Council received seven proposals from various firms and have narrowed it down to two. At a special meeting held on January 8, 2026, Town Council viewed videos from these two search firm candidates; Piedmont Triad Regional Council and MGT. Proposals from each firm have been received by Council detailing the scope of services from each.

The Council was also given proposals on adding the finance director recruitment process as well from firms Piedmont Triad Regional Council, MGT, and Raftelis. Discussion ensued among Council Members on both proposals for Town Manager & Finance Director. Council was in consensus to include the finance director proposal consideration at the same time as the town manager proposal.

*After some discussion, Town Council Member Ryan Stone made a motion to select Piedmont Triad Regional Council for the Town Manager Recruitment Process and Finance Director Recruitment Process as presented by their proposals. A vote of 5-0 in favor.*

*A copy of the two search firm candidate proposals, Piedmont Triad Regional Council, and MGT, are attached at the end of these minutes.*

\*\*\*\*\*

**11.D. Discussion of Adjusting Town Park Hours.**

Town Council has requested they would like to discuss park hours at Town Parks, including Lake Tomahawk Park, Veterans Park and Town Square, and the possible adjustment of these hours. This will be a discussion item among the Council & staff. Police Chief Steve Parker spoke to the Council and offered comments about these park hours, including crime,

vandalism, and safety. This centers around Town Square and Lake Tomahawk. Veterans Park hours are to remain as they are currently listed. Currently, the times are dawn-dusk. Chief Parker stated some municipalities use 10pm and a closure. Discussion of a 5am-10pm time frame took place, or using same hours year-round, considering daylight savings. This would be a Town Code amendment and would be brought back to the Council for formal adoption at a next meeting.

Council Member Hay asked staff to bring Council a draft amendment for the February meeting to the Town Code, with the hours of 5am-10pm, for Lake Tomahawk and Town Square.

\*\*\*\*\*

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

*Town Council Member Alice Berry made a motion to enter into closed session per NCGS 143-318.11 (a)(3). A vote of 5-0 in favor. The time was 7:30pm.*

\*\*\*\*\*

**13. ADJOURNMENT**

*Vice Mayor Archie Pertiller made a motion to return to open session from closed session. A vote of 5-0 in favor. The time was 7:45pm*

**With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



# BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 21, 2026 | Special Meeting Agenda | Time: 8:30 AM

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

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Black Mountain Town Council held their special meeting agenda on Wednesday, January 21, 2026, at 8:30 AM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

## 1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 8:30 a.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Town Council Member Alice Berry, Town Council Member Doug Hay, Town Council Member Pam King, Town Council Member Ryan Stone.

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; Matt Begley, Budget Analyst; and incoming Interim Town Manager Richard Hicks.

\*\*\*\*\*

## 2. DISCUSSION OF BUDGET AMENDMENT FOR LAKEVIEW CENTER

The resolution authorizes budgeting \$40,000 from the Helene fund's unassigned fund balance to cover higher-than-anticipated repair costs at the Lakeview Senior Center, enabling code-compliant access to the upper floor. Multiple contractors have made site visits, and their initial estimates are significantly higher than budgeted. Based on conversations with contractors, the project will likely be \$40,000-\$50,000. One reason the cost is significant is the cost of materials necessary to achieve the load requirements. As the building has been modified over the years, the electrical and plumbing work has violated building codes and impacted the integrity of the flooring system. The pipes and electrical work put through the beams must be relocated for the beams to be reinforced.

*Special Note: At a special meeting held on October 28, 2025, the Town Council first approved a budget amendment from the General Fund in the amount of \$15,000 towards this project.*

Assistant Town Manager Jessica Trotman presented this item to Council. Two bids have been received by the Town for this project, one at \$38,000, and the other at \$63,000. Once approved, the contractor would have five days to begin and pull the necessary building

permits. Some discussion ensued among Council and staff. Council Member Ryan Stone stated he is in favor of getting this project started and moving forward with the work and asked that staff communicate with the contractor to expedite this process.

***Town Council Member Doug Hay made a motion to approve the proposed budget amendment as presented and to ask the contractor to expedite the process of this work. A vote of 5-0 in favor.***

\*\*\*\*\*

**3. APPROVAL OF A MASTER SERVICE AGREEMENT FOR ARCHITECTURAL SERVICES AT PUBLIC SERVICES BUILDING (DOMOKUR & ASSOCIATES, INC.)**

Staff presented a Master Service Agreement (MSA) for Architectural Services between the Town of Black Mountain and Domokur & Associates, PLLC for the Public Safety Building. This MSA establishes general terms for providing architectural, planning, and related professional services for Town projects. Specific project scopes, schedules, and compensation will be defined through individual Service Orders. The agreement outlines professional standards of care, coordination and licensure requirements, compensation and invoicing procedures, insurance and indemnification provisions, ownership and permitted use of design documents, dispute resolution processes, termination terms, and governing law in North Carolina. Staff noted that this project is reimbursable by FEMA and insurance monies from the Town's provider, NC League of Municipalities.

***Town Council Member Pam King made a motion to approve the MSA with Domokur & Associates as presented. A vote of 5-0 in favor.***

\*\*\*\*\*

**4. AUTHORIZE THE MAYOR TO SIGN APPROVED PROPOSALS WITH PIEDMONT TRIAD REGIONAL COUNCIL FOR TOWN MANAGER & FINANCE DIRECTOR RECRUITMENT**

**4.A. Authorize Mayor to Sign Approved Proposals with Piedmont Triad Regional Council.**

The purpose of this agenda item is to formally authorize the Mayor to sign the approved proposals from Piedmont Triad Regional Council (PTRC) for the Town Manager and Finance Director searches, as approved at the January 8th and 12th, 2026 Council meetings, respectively. Once the proposals are signed, they will be submitted to PTRC. Once services begin, PTRC will send invoices for payment to the Town. ***With no discussion, Vice Mayor Archie Pertiller made a motion to authorize the Mayor to sign the approved proposals with Piedmont Triad Regional Council as presented. A vote of 5-0 in favor.***

\*\*\*\*\*

**5. ADJOURNMENT**

**With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 8:50 a.m.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



# BLACK MOUNTAIN TOWN COUNCIL MINUTES

January 23, 2026 | Special Meeting Agenda | Time: 4:00 PM

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

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Black Mountain Town Council held their special meeting agenda on Friday, January 23, 2026, at 4:00 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 special meeting to order at 4:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Town Council Member Alice Berry, Town Council Member Pam King, Town Council Member Ryan Stone. Mayor C. Michael Sobol and Council Member Doug Hay were absent.

The following staff members were present: Josh Harrold, Town Manager; Richard Hicks; incoming Interim Town Manager; Wesley Barker, Town Clerk

## 2. NEW BUSINESS

### 2.A. Appointment of Interim Finance Director.

The purpose of this agenda item is for the Town Council to formally appoint an interim finance director. Currently, outgoing Town Manager Josh Harrold is serving as the interim Finance Director due to the Finance Director's position being vacant. Josh Harrold's last day is January 26th, 2026, and there must be someone appointed into the Finance Director role to ensure there is no lapse. Interim Town Manager Richard Hicks has agreed to take on this role, and Council will just need to formally appoint him to this interim Finance Director role. ***Town Council Member Alice Berry made a motion to appoint Interim Town Manager Richard Hicks as the Interim Finance Director. A vote of 4-0 in favor. Council Member Doug Hay was absent.***

## A RESOLUTION APPOINTING AN INTERIM FINANCE DIRECTOR FOR THE TOWN OF BLACK MOUNTAIN

### Resolution No. R-26-09

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

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

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

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

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

**Adopted this the 23rd day of January 2026.**

\*\*\*\*\*

### **3. ADJOURNMENT**

**With no further business to be discussed, Vice Mayor Pertiller adjourned the meeting at 4:06 p.m.**

\_\_\_\_\_  
Archie Pertiller, Vice Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



**TOWN OF BLACK MOUNTAIN**  
**AGENDA ITEM SUMMARY**

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**SUBMITTER:** Laurel Mabery, Accountant      **MEETING DATE:** February 9, 2026  
**AGENDA SECTION:** Consent Agenda      **DEPARTMENT:** Finance  
**TITLE OF ITEM:** Monthly Tax Collector Report

**SUGGESTED MOTION(S):**

Approve the tax collector report as presented.

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**SUMMARY:**

The December 2025 monthly tax collector report is attached.

**BUDGET IMPACT:**

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

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

**ATTACHMENTS:**

1. Monthly Council Tax Report - December 2025



## TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

**TO:** Black Mountain Board of Commissioners

**FROM:** Laurel Mabery, Municipal Tax Collector

**DATE:** Monday, February 9, 2026

**SUBJECT:** December 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	\$ 5,448,018.88
Collected	\$ 4,455,263.31
Adjustments and Releases	\$ 5,974.64
<b>Outstanding real and personal property taxes</b>	<b>\$ 998,730.21</b>

**TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR** 81.69%

### **PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH**

Collected	\$ 133.78
Adjustments and Releases	

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

Ad Valorem	\$ 638.26
Motor Vehicle	\$ 52.92



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Michelle Kennedy, Planning Director  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Call for Public Hearing for Voluntary Annexation of Property Owned by Givens Highland Farms

**SUGGESTED MOTION(S):**

To call for a public hearing for voluntary annexation for one parcel known as Buncombe County PIN #0609-46-7498.00000 to be held on Monday, March 9, 2026, at 6:00 p.m. or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

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**SUMMARY:**

There is one parcel (318 Tabernacle Road, PIN #0609-46-7498.00000) that has been purchased by Givens Highland Farms. The parcel is 2.5 acres. Givens Highland Farms is seeking voluntary annexation of this parcel to be able to combine the parcel with their existing 75+ acre campus, all of which is inside Town limits. The Planning Board heard this request at their February 2, 2026, meeting and found no reasons that the property should not be annexed into the Town limits.

**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. 26\_03\_09\_LEGAL\_NOTICE\_HIGHLAND\_FARMS\_ANNEXATION



**LEGAL NOTICE**  
**BLACK MOUNTAIN TOWN COUNCIL**

**PUBLIC HEARING**

**Monday, March 9, 2026, at 6:00 p.m.**

**Location: Council Chambers, Black Mountain Town Hall, 160  
Midland Ave., Black Mountain, NC 28711**

The Black Mountain Town Council will meet on **Monday, March 9, 2026, at 6:00 p.m.** in the Council Chambers at Town Hall, 160 Midland Ave., Black Mountain, NC. The purpose of this meeting is to hold a public hearing for the voluntary annexation request of a property known as 318 Tabernacle Road, Buncombe County PIN #0609-46-7498.00000 as described in Plat Book 0095 Page 0120.

The meeting is open to the public.

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**Wesley M. Barker**  
**Town Clerk**

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 828-419-9310 or by email at [town.clerk@tobm.org](mailto:town.clerk@tobm.org).

***Posted to the Town Bulletin Board: 02/12/2026***  
***Published in the Black Mountain News 02/19/26 and 02/26/2026***

[www.townofblackmountain.org](http://www.townofblackmountain.org)



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Michelle Kennedy, Planning Director  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Call for Public Hearing to Rezone 318 Tabernacle Road from R-1 to OI-6

**SUGGESTED MOTION(S):**

To call for a public hearing to rezone 318 Tabernacle Road (PIN #0609-46-7498.00000) from R-1 (Buncombe County zoning) to OI-6 (office and institutional) to be held on Monday, March 9, 2026, at 6:00 p.m., or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

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**SUMMARY:**

There is a 2.5 ac parcel identified as 318 Tabernacle Road (PIN #0609-46-7498.00000) that has been purchased by Givens Highland Farms. The parcel is currently zoned R-1 by Buncombe County. Givens Highland Farms is seeking voluntary annexation of this parcel and, if approved, are seeking to have the property rezoned to OI-6, which is the zoning designation for the existing 75+ acre campus. The Planning Board this request at their February 2, 2026, meeting and recommended the properties be rezoned to OI-6 upon annexation into the Town limits. The motion passed with a vote of 7-0.

**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. 26\_03\_09\_LEGAL\_NOTICE\_HIGHLAND\_FARMS\_REZONING



**LEGAL NOTICE**  
**BLACK MOUNTAIN TOWN COUNCIL**

**PUBLIC HEARING**

**Monday, March 9, 2026, at 6:00 p.m.**

**Location: Council Chambers, Black Mountain Town Hall, 160  
Midland Ave., Black Mountain, NC 28711**

The Black Mountain Town Council will meet on **Monday, March 9, 2026, at 6:00 p.m.** in the Council Chambers at Town Hall, 160 Midland Ave., Black Mountain, NC. The purpose of this meeting is to hold a public hearing to rezone 318 Tabernacle Road (PIN #0609-46-7498.00000) from R-1 to OI-6.

The meeting is open to the public.

---

**Wesley M. Barker**  
**Town Clerk**

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 828-419-9310 or by email at [town.clerk@tobm.org](mailto:town.clerk@tobm.org).

***Posted to the Town Bulletin Board: 02/12/2026***

***Published in the Black Mountain News 02/19/2026 and 02/26/2026***

[www.townofblackmountain.org](http://www.townofblackmountain.org)



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Michelle Kennedy, Planning Director  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Call for Special Meeting on March 5, 2026 at 5:00 p.m. to hear an appeal from an order to take corrective action for 850 Blue Ridge Rd.

**SUGGESTED MOTION(S):**

Motion to call for special meeting on March 5, 2026 at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., to hear an appeal for a Building Inspector's issued order to take corrective action for 850 Blue Ridge Rd.

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**SUMMARY:**

The purpose of this special called meeting would be for the Town Council to hear an appeal for a Building Inspector issued order to take corrective action for 850 Blue Ridge Road, which was damaged during Helene. This appeal will be heard as an evidentiary hearing. An owner may appeal a local inspector's order to take corrective action by filing a written notice of appeal with the local governing board within ten days of receiving the order.

**§ 160D-1122. Order to take corrective action.**

If, upon a hearing held pursuant to the notice prescribed in G.S. 160D-1119, the inspector shall find that the building or structure is in a condition that constitutes a fire or safety hazard or renders it dangerous to life, health, or other property, the inspector shall make an order in writing, directed to the owner of such building or structure, requiring the owner to remedy the defective conditions by repairing, closing, vacating, or demolishing the building or structure or taking other necessary steps, within such period, not less than 60 days, as the inspector may prescribe, provided that where the inspector finds that there is imminent danger to life or other property, the inspector may order that corrective action be taken in such lesser period as may be feasible.

(2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

**NCGS 160D-1122 appeal process**

The appeal process under G.S. 160D-1122 involves the following steps:

- Notice of Appeal: The owner must give notice of appeal in writing to the inspector and the local government clerk within 10 days following the issuance of the order.
- Governing Board Hearing: The governing board shall hear the appeal and render a decision within a reasonable time.
- Decision: The governing board may affirm, modify, or revoke the order, depending on the circumstances of the appeal.

**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. 850\_blue\_ridge\_road\_appeal

# FAX

TO: Governing Body of Black Mountain Planning and Development  
Town of Black Mountain  
Tel: 828-419-9300, Fax: 828-669-2030

FROM: Hongqin Wei, Owner of 850 Blue Ridge Rd,  
822 N Hazard Ave, #305  
Los Angeles, CA 90063

DATE: November 26, 2025

SUBJECT: Appeal of Building Official Charles R. Burton's Order to Demolish the Structure  
at 850 Blue Ridge Rd (Letter dated November 17, 2025),

*Not working on 11/26/2025*  
*Fax to: Administration*  
*Fax: 828-669-4204*  
*Please deliver the fax to Planning & Development Dept.*

Dear Governing Body Members,

I respectfully submit this appeal regarding Building Official Charles R. Burton's decision, dated November 17, 2025, ordering demolition of the structure at 850 Blue Ridge Rd. The consideration, hearing, and decision process has been flawed, unfair, and the ruling of demolition rather than repair or other remedies shows no justification. The following points illustrate these concerns (not an exclusive list):

1. Failure to acknowledge correspondence Mr. Burton did not acknowledge receipt of my letter dated 10/24/2025, which certified mail records confirm was received by the Department of Planning & Development on November 3, 2025. Nevertheless, on November 4, 2025, he issued his order without ever responding to or considering the contents of my letter.

Either the Department failed to forward my letter, or Mr. Burton disregarded it entirely. This omission denied me fair consideration and ignored my request for a time extension to pursue a repair or demolition permit.

2. Lack of proper communication channels Mr. Burton's letters provided no email address for timely responses. The fax number listed (828-669-2030) was non-functional, and attempts to fax via UPS failed. My letter had to be sent instead to the administration's fax number (828-669-4204) on 11/12/2025.

3. Unreasonable hearing notice Despite knowing I reside in California, Mr. Burton allowed only two days from receipt of his letter to attend a hearing scheduled for 11/14/2025. I faxed him on 11/12/2025 requesting a postponement, as I had no guidance on required materials, insufficient time to prepare, and no opportunity to secure legal representation.

4. False claim of a hearing Mr. Burton never responded to my fax and falsely claimed a hearing occurred. No hearing was held, nor was I notified of any denial of my postponement request. This

action violated basic fairness and state law, as postponements are routinely granted even in court proceedings.

5. Unjustified demolition ruling Mr. Burton's demolition order was issued without a hearing or justification. The building is structurally sound: steel framing, roof, slab, and foundation remain intact. Damage is limited to non-bearing wood partition walls. Repair is feasible. Furthermore, as the State DOT has proposed building a roundabout at this location, and the Town of Black Mountain appears to have approved the proposal, additional time is needed to coordinate with the State DOT to determine whether repair or another alternative is the most appropriate solution. If it becomes clear that the DOT will not build a roundabout there, I will proceed with repairing the building to meet all requirements.

6. Alternative remedies ignored Reasonable remedies exist to address safety concerns, such as installing a chain-link fence with privacy tarp. The property is isolated, buffered by concrete walls, earth berms, trees, and the Swannanoa River, with no foot traffic or nearby commercial activity. These measures would mitigate concerns while allowing time to reach a proper final solution.

If these points continue to be ignored without valid justification, I will appeal to the court to seek fairness regarding Mr. Burton's decision. I sincerely hope the Town of Black Mountain will not treat a long-time, tax-paying citizen so unfairly, especially in the aftermath of the unprecedented Helene disaster.

Thank you for your understanding and consideration.

Respectfully,

Hongqin Wei, Owner of 850 Blue Ridge Rd



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Jessica Trotman, Assistant Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Consideration of Resolution to Apply for State Revolving Fund (SRF): Hurricane Helene Funding Administered by NC Division of Water Infrastructure (NCDWI) to Support Water Supply Improvements & Water Storage Tank Improvements.

**SUGGESTED MOTION(S):**

Motion to approve the resolution authorizing the application for the SRF Hurricane Helene Funding with NCDWI.

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**SUMMARY:**

The Town of Black Mountain is eligible to apply for State Revolving Fund (SRF) Hurricane Helene funding administered by the North Carolina Division of Water Infrastructure. The proposed application would seek up to \$5,000,000 to support water supply improvements and water storage tank improvements intended to strengthen system reliability and resiliency following Hurricane Helene.

Under the SRF Hurricane Helene program, the Town qualifies for 25% principal forgiveness and 75% loan financing, subject to final determinations by DWI.

This agenda item authorizes submission of an application only. Approval of this item does not obligate the Town to accept funding, enter into a loan agreement, or incur debt. Any award of funding and associated financial terms would be brought back to Town Council for separate review and approval at a future meeting.

**BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** There is no fiscal impact associated with submitting the application.

**If no, describe how it will be funded.** If awarded, the Town would be eligible for up to

\$1,250,000 in principal forgiveness and up to \$3,750,000 in loan financing, subject to Town Council approval.

**ATTACHMENTS:**

1. R-26-12\_Resolution to Apply for SRF Funding with NC Div of Water Infrastructure for Water System Improvements\_2026.02.09

*Council Member \_\_\_\_\_ made a motion to approve the following resolution. A vote of \_\_\_\_\_*

**TOWN OF BLACK MOUNTAIN, NORTH CAROLINA  
RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE  
NORTH CAROLINA DIVISION OF WATER INFRASTRUCTURE  
STATE REVOLVING FUND (SRF) – HURRICANE HELENE FUNDING**

**RESOLUTION NO. # R-26-12**

**WHEREAS**, the Town of Black Mountain experienced significant impacts to its water infrastructure as a result of Hurricane Helene; and

**WHEREAS**, the North Carolina Division of Water Infrastructure (DWI) has made State Revolving Fund (SRF) Hurricane Helene funding available to assist eligible communities with water infrastructure improvements necessary to enhance system reliability, resiliency, and long-term sustainability; and

**WHEREAS**, the Town of Black Mountain is eligible to apply for up to \$5,000,000 in SRF funding for water infrastructure improvements, including water supply improvements and water storage tank improvements; and

**WHEREAS**, under the SRF Hurricane Helene funding program, the Town qualifies for twenty-five percent (25%) principal forgiveness and seventy-five percent (75%) loan financing, subject to final program determinations by the North Carolina Division of Water Infrastructure; and

**WHEREAS**, submission of an application does not obligate the Town to accept funding, enter into a loan agreement, or incur debt, and any final financial commitment would require future review and formal approval by the Town Council; and

**WHEREAS**, the Town Council finds it to be in the best interest of the Town to pursue available funding opportunities to support critical water infrastructure needs while preserving the Town's ability to make informed financial decisions if funding is awarded.

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

1. The Town Manager, Assistant Town Manager, and/or their designees are hereby authorized to prepare and submit an application to the North Carolina Division of Water Infrastructure for up to \$5,000,000 in State Revolving Fund Hurricane Helene funding for water supply and water storage tank improvements.
2. This authorization is for application purposes only and does not constitute approval to accept funding, execute loan documents, or incur debt on behalf of the Town.
3. Any award of SRF funding, including acceptance of principal forgiveness and loan financing terms, shall be subject to separate review and approval by the Town Council at a future public meeting.

4. The Town Manager and staff are authorized to execute all application-related documents and certifications required for submission of the SRF application.

**ADOPTED by the Town Council of the Town of Black Mountain, North Carolina, this 12th day of January, 2026.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

ATTEST:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** **MEETING DATE:** February 9, 2026  
**AGENDA SECTION:** Unfinished Business **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Approval of the Revised MOU between the Town and the Black Mountain Beautification Committee (BMBC)

### **SUGGESTED MOTION(S):**

Motion to approve the resolution for the revised MOU with Black Mountain Beautification Committee as presented.

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### **SUMMARY:**

The Black Mountain Beautification Committee (BMBC) has revised its Memorandum of Understanding (MOU) with the Town of Black Mountain regarding collaboration on the Downtown Tree Revitalization Plan. The updated MOU outlines shared responsibilities between the Town and BMBC for tree care, revitalization, planting, maintenance, and ongoing coordination. This item was first brought before the Council at the December 8, 2025, meeting, which was tabled as Council requested a representative from BMBC attend a Council meeting for further discussion.

The MOU formalizes the following primary responsibilities:

#### **Town of Black Mountain**

1. Allocate annual budget funds for ongoing maintenance of all downtown trees, including watering, pruning, fertilizing, and general care.
2. Provide weekly watering of downtown trees and planters and maintain rain barrels.
3. Collaborate with BMBC on maintenance planning and respond to reported needs.
4. Clean out and brick over identified empty tree wells.
5. Partner with BMBC to secure a certified arborist for annual maintenance.

#### **Black Mountain Beautification Committee**

1. Fund initial 2025 pruning, fertilization, air spading, and planting of approximately 15 new trees.
2. Use a donation from Circle K to purchase replacement trees and coordinate with a local

- arborist on appropriate species.
3. Organize volunteers for weeding and assist with monitoring tree conditions.
  4. Report maintenance needs, arborist recommendations, and cost estimates to the Town.
  5. Hire arborist Andrew Wagner for the initial revitalization work.
  6. Upon completion of the initial 2025 project, ongoing maintenance and replacement responsibilities will rest solely with the Town of Black Mountain.

Council should review the revised MOU and if in agreement, vote to approve the attached resolution approving the MOU as presented.

**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. BMBC\_Council MOU Info Overview\_1-28-2026
2. Revised BMBC -TOBM MOU- to incl Tree Revitalization Plan
3. Resolution to Approve MOU with BMBC-TOBM-Downtown-Tree-Revitalization-Plan
4. BMBC Downtown Tree Spreadsheet-updated 11-1-25

**Dear Council Members,**

The Black Mountain Beautification Committee (BMBC) would like to present this Memorandum of Understanding (MOU) between the Town and BMBC to clearly define goals and responsibilities and to help avoid future misunderstandings as staff and volunteers change over time.

The mission of the newly formed Tree Committee is to support the Town's Public Works staff with the planting and care of trees in the downtown business district. We understand the limitations on staff time and budget, and our goal is to assist with the care of downtown trees, which are vital to the beauty and character of our community and relieve some of the burden on town staff.

As part of this effort, the Tree Committee developed a *Downtown Tree Revitalization Plan*, which included a complete survey of all downtown trees. Andrew Wagner of Catawba Tree Experts reviewed our survey, conducted his own on-site inspection, and prepared a comprehensive plan outlining recommended pruning, fertilization, and the planting of new trees, along with estimated costs. A copy of this spreadsheet is attached for your review. Please note that Mr. Wagner is charging only his cost for new trees, with no markup.

We reviewed this plan with Josh Harold and Jamey Matthews and received their approval for Mr. Wagner to perform the recommended work. The work began on January 20 and will be completed shortly.

The Tree Committee will fully fund all work this year.

Public Works staff currently waters the planters and fills the 3 water barrels used by BMBC to water areas where spigots are not available. The only additional request has been the watering of newly planted trees. The Tree Committee has a plan in place to assist Public Works with watering when staff workloads are heavy, continuing the longstanding work of BMBC volunteers. We have met with Jamey Matthews regarding our desire to assist with ongoing tree maintenance, and he has been very receptive and appreciative of our involvement.

Please note that we are not asking the Town to contribute funds toward this year's work. We recognize the budget constraints following Helene. As you know, I shared our Downtown Tree Revitalization Plan with Circle K and requested support; they generously donated \$8,000, which should cover most of this year's expenses. BMBC will fund any remaining balance.

However, we respectfully ask the Town to consider including a modest amount in future budgets for ongoing annual tree maintenance. This year's cost is higher than usual due to the need for 14 replacement trees, overdue maintenance that has accumulated over time, and damage from Helene.

**Goal:** Our long-term goal is for a certified arborist to handle the planting, pruning, and maintenance of downtown trees, thereby relieving Public Works staff of this responsibility. Tree Committee volunteers will continue to assist with watering newly planted trees and will periodically survey the downtown area, notifying Public Works of any issues or needs. We hope these efforts will both enhance the beauty of our downtown and reduce the workload on Town staff.

Thank you for your time and consideration.

Kathy Phillips  
Tree Committee Chair



# MEMORANDUM OF UNDERSTANDING

## BLACK MOUNTAIN BEAUTIFICATION COMMITTEE

### TOWN OF BLACK MOUNTAIN

The mission of the Beautification Committee is to honor the natural beauty of the mountains while seeking to reflect that beauty on the streets and in the lives of the citizens of Black Mountain. We appreciate the opportunity to work with others in town in caring for our shared green spaces and creating a sense of community pride for all. This agreement establishes an understanding of the responsibilities of the BMBC and those of the Town of Black Mountain in the project outlined below.

### Project Description: Downtown Tree Revitalization Plan

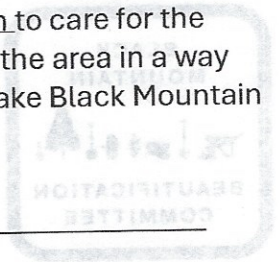
#### Responsibilities of the Town of Black Mountain

1. Allocate annual budget funds for the ongoing maintenance of all downtown trees, including staffing, equipment, and materials required for watering, fertilizing, pruning, and general tree care.
2. Collaborate with the BMBC Tree Committee to ensure year-round tree care.
3. Clean out and brick over empty tree wells, as identified by the BMBC Tree Committee.
4. Provide weekly watering for all downtown trees and planter boxes and ensure rain barrels are filled as needed. Notify BMBC immediately when town staff are not able to water so that BMBC can assist that week.
5. Partner with BMBC to hire a certified arborist to provide annual maintenance (e.g., pruning, fertilizing) of downtown trees.

#### Responsibilities of BMBC

1. This Fall of 2025 the BMBC will fund and coordinate with a local arborist to prune, fertilize, and air spade existing trees as needed. He will also plant approximately 15 new trees this year.
2. Use a donation from Circle K to purchase replacement street trees and work with a local arborist to select appropriate species.
3. Organize volunteers to weed tree wells as needed.
4. Conduct ongoing surveys of downtown trees, obtain arborist recommendations, and report maintenance needs and estimated costs to the Town.
5. Monitor trees in town-maintained gardens under BMBC care and report any required maintenance or replacements.
6. Hire arborist Andrew Wagner to prune, fertilize, and plant approximately 15 new trees. This initial work will be funded by BMBC. All future tree care costs will be the responsibility of the Town.

Upon completion of this project, it is the sole responsibility of Town of Black Mountain to care for the project including adding or replacing plant material when necessary and maintaining the area in a way consistent with the mission of the BMBC. We take great pride in our efforts to help make Black Mountain a beautiful place to call home and we expect the same from our partnerships.



Date \_\_\_\_\_

\_\_\_\_\_  
Josh Harrold  
Black Mountain Town Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Jamie Matthews  
Black Mountain Public Works

Cynthia Simonds  
Cynthia Simonds, Co-Chair

Date Oct. 29, 2025

Black Mountain Beautification Committee

*Council Member \_\_\_\_\_ made a motion to approve the following resolution. A vote of \_\_\_\_.*

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE TOWN OF BLACK MOUNTAIN AND THE BLACK MOUNTAIN  
BEAUTIFICATION COMMITTEE (BMBC)**

**Resolution No: R-26-10**

**WHEREAS**, the Town of Black Mountain partners with the Black Mountain Beautification Committee (BMBC) to enhance and preserve the natural beauty, appearance, and civic pride of the Town; and

**WHEREAS**, the BMBC has revised its Memorandum of Understanding (MOU) with the Town to update roles and responsibilities related to the Downtown Tree Revitalization Plan; and

**WHEREAS**, the revised MOU clarifies the duties of both parties, including BMBC’s coordination and funding of initial 2025 tree maintenance and planting, and the Town’s ongoing responsibility for long-term maintenance, watering, arborist coordination, and site improvements; and

**WHEREAS**, the Town Council acknowledges the BMBC’s continued contributions, community volunteerism, and stewardship of downtown green spaces; and

**WHEREAS**, the Town Council finds the revised MOU to be in the best interest of the Town and supportive of shared community goals.

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

1. The revised **Memorandum of Understanding between the Town of Black Mountain and the Black Mountain Beautification Committee (BMBC)** is hereby **approved**.
2. The Town Manager is authorized to execute the MOU on behalf of the Town.
3. This resolution shall become effective immediately upon adoption.

**Adopted this 9th day of February 2026.**

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk

ANDREW WAGNER-CATAWBA TREE EXPERTS		DOWNTOWN TREE SURVEY		Updated 10/20/25					
Tree ID	Location	Current Tree	Retain or Replace	Chosen Tree	Cost	Install	Other Treatment	X,Y,Z	Cost
					Delivered	Costs			
A	Corner at TH	Ornm. Cherry	Retain	-			Prune		50
B	Town Hardware	Ornm. Cherry	Retain				Prune		50
C	Town Hardware	Ornm. Cherry	Retain	-			Prune		50
D	Moose & Co	Ornm. Cherry	Retain				Prune		50
E	Tuscan Restaurant	<b>Vacant-ADD BRICK</b>	Town will brick over (so don't block signage) <b>DONE</b>				-		-
F	Tuscan Restaurant	Dogwood	<b>Retain - ADA-need to increase SOIL height-can add dirt w/o hurting tree</b>	-			-		-
G	Enchanted Oak	Vacant Spot	<b>PLANT NEW TREE - DOGWOOD (match those in this area)</b>	Dogwood	200	375	-		-
H	Enchanted Oak	<b>Vacant-ADD BRICK</b>	Town will brick over (so don't block signage) <b>DONE</b>		105	150	-		-
I	Trailhead	Dogwood	Retain	-			Prune & Treat		90
J	Trailhead	<b>Bricked &amp; planter there now</b>	<b>NEW TREE - DOGWOOD to match (remove brick)</b>	Dogwood	90	150	Remove Old tree		50
K	West Parking Entr.	Ginko (unhealthy/leaning)	<b>Can any of these Ginko's be saved? No</b>	-			Improve soil		95
L	Parking area	Partially bricked-remove brick	<b>Remove 3 unhealthy Ginko's and replace with 5 Hornbeams</b>	Hornbeam	90	150	-		-
M	Parking area	Vacant Spot			200	375	-		-
N	Parking area	Ginko - Unhealthy			90	150	-		-
O	Parking area-Dripolator end	Ginko - Unstable		-	90	375	Improve soil		95
P	Crosswalk on Church St.	<b>Vacant-ADD BRICK</b>	<b>Brick over add planter in future (don't block crosswalk) DONE</b>				-		-
Q	Kilwins	<b>Vacant</b>	<b>PLANT NEW TREE - Serviceberry</b>	Service Berry	90	150	-		-
R	Annie's	Service Berry	Retain	-			Improve soil		95
S	Shoe Store	Service Berry	Retain	-			Improve soil		95
T & U	Keller Williams	Bricked Over	Leave bricks						
V	Yarn Shop	Service Berry	Retain				Improve Soil		285
W	Glass Shop	Red Maple (check type)	Glass shop planted? - looks healthy						
X	Glass Shop	<b>Maple-Dead</b>	<b>PLANT NEW TREE-small red Maple to match one next to it</b>	Red Maple					
F1	Foothills	Kousa	Retain (reminder-no more Kousa -they dropp messy berries)				Prune and Improve Soil		145
F2	Foothills	Kousa	Retain				Prune and Improve Soil		145
F3	Foothills	Kousa	Retain				Prune and Improve Soil		145
F4	Foothills	Kousa	Retain				Prune and Improve Soil		145
B1	Black Mountain Brewing	Honey Locusts	Retain				Prune & Treat		350
B2	Black Mountain Brewing	Honey Locusts	Retain				Prune & Treat		350
B3	Black Mountain Brewing	Honey Locusts	Retain				Prune & Treat		350
B4	Black Mountain Brewing	Honey Locusts	Retain				Prune & Treat		350
H1	Henson's	Honey Locusts	Retain				Prune & Treat		350
H2	Henson's	Honey Locusts	Retain				Prune & Treat		350
E1	Sutton-across from Epic	5 trees-along parking area	<b>5 trees (4 dead, 1 unhealthy alive) Town removed.</b>	Cherry, Sugar Maple, Sourwood?					
		large grassy area	<b>Replace with 3 Sugar Maples 2 Yellowwoods</b>		?	?			?
		no overhead wires		Total Planting Costs	955	1,875	Total Treatment Costs		3,685
									Total 6,515
							TOTAL ALL		6,515

\*Need price for Sutton trees & Trailhead parking trees



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Steve Parker, Police Chief ,  
Wesley Barker, Town Clerk

**MEETING DATE:** February 9, 2026

**AGENDA SECTION:** Unfinished Business

**DEPARTMENT:** Administration

**TITLE OF ITEM:** Consideration of Town Code of Ordinances Amendment for Lake Tomahawk & Town Square Parks Operational Hours (Chapter 33, Article I, Sec. 33-3)

**SUGGESTED MOTION(S):**

Motion to approve the Town Code Amendment amending hours of operation for Lake Tomahawk and Town Square Parks as recommended.

---

**SUMMARY:**

At the January 12, 2026 Town Council meeting, discussion ensued about operational hours of Lake Tomahawk & Town Square parks. Council suggested amending the operational hours of these two parks from 5:00 a.m. and 10:00 p.m. and asked this item to be brought back at this meeting as this amendment would require a Town Code of Ordinance amendment. Attached is an ordinance amendment showing the operational hour amendments for Lake Tomahawk & Town Square parks, as recommended by the Council. This is in the Town Code of Ordinances as Chapter 33- Parks and Recreation, Article I- In General, Sec. 33-3: Closing Time Curfew for Public Parks and Recreational Areas. Council should review this ordinance amendment and approve, or make any additional amendments before approving.

**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-26-02\_Ordinance\_to\_Amend\_Ch 33, Art I, Sec 33-3\_Closing-time-curfew-for-public-parks-and-recreational-areas\_\_2026.02.09



*Council Member \_\_\_\_\_ made a motion to approve the following Ordinance as presented. A vote of \_\_\_\_\_ in favor.*

**ORDINANCE TO AMEND TOWN CODE OF ORDINANCES CHAPTER 33 – PARKS AND RECREATION, ARTICLE I – IN GENERAL, SEC. 33-3: CLOSING TIME CURFEW FOR PUBLIC PARKS AND RECREATIONAL AREAS.**

**ORDINANCE # O-26-02**

**WHEREAS**, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13<sup>th</sup> day of December 1993, and

**WHEREAS**, the Town of Black Mountain seeks to promote public safety for residents; and

**WHEREAS**, the Town Council finds it necessary to clarify and update existing ordinances governing closing time curfews for public parks and recreational areas; and

**NOW, THEREFORE BE IT ORDAINED** that Chapter 33- Parks and Recreation, Article I – In General, Sec. 33-3, of the Town of Black Mountain Code of Ordinances, be amended as follows (additions are underlined in bold and deletions are shown in red struck text):

CHAPTER 33 – PARKS & RECREATION

ARTICLE I – IN GENERAL

**Sec. 33-3. Closing time curfew for public parks and recreational areas.**

All public parks and recreational areas owned by the town and within the corporate limits of the town shall be closed to the general public between the hours of 9:00 p.m. and 6:00 a.m. and it shall be unlawful for any person to remain in or to enter said public parks and recreational areas during such hours; provided, however, that the provisions of this section shall not apply to the following:

- (1) Employees or those employed by the town to maintain, protect, or conserve said parks and areas in the regular performance of their duties. This shall include any duly authorized law enforcement officer with jurisdiction in said parks or areas and in the performance of his official duties.
- (2) Persons using the town clubhouse at Lake Tomahawk and surrounding pool and picnic area and the Black Mountain Golf Course when said parks, pool or other said areas designated in this subsection are open to use by persons having a lease, contract or prior agreement for the use thereof, or by the invitee and licensees of said persons.
- (3) Any public park, recreational area or portion thereof where prior written permission has been obtained from the town manager or recreation director for an activity to extend beyond the hour of darkness. The ~~board of aldermen~~ **Town Council** may designate such other persons as it shall, from time to time, deem necessary to grant such written permission as set forth in this subsection.

(4) The two lighted tennis courts near the Black Mountain Pool, which will be allowed to remain open until 10:30 p.m.

**(5) Lake Tomahawk Park and Town Square Park shall be closed to the general public between the hours of 10:00 p.m. and 5:00 a.m. and it shall be unlawful for any person to remain in or to enter these parks during such hours.**

(Code 1975, § 12-8; Code 1993, § 98.03; Ord. No. 0-80-7, 6-16-1980; **Ord No. O-26-02, 2-9-2026**).

**READ, APPROVED AND ADOPTED**, by a vote of \_\_\_\_\_ on this the 9<sup>th</sup> day of February 2026.

\_\_\_\_\_  
C. Michael Sobol, Mayor

**ATTEST:**

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Proposal for Financial Consultant Assistance with NC League of Municipalities (Amendment to Disaster Recovery Services MOA)

### **SUGGESTED MOTION(S):**

I move that Council authorize the Interim Town Manager to execute Disaster Recovery Services Memorandum of Agreement with the NC League of Municipalities.

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### **SUMMARY:**

Attached for your review and information is a copy of the proposed agreement amendment between the Town of Black Mountain and the North Carolina League of Municipalities ("League"). The League has agreed to provide contracted consultants to assist the town staff in learning and maintaining best practices in local government finance processes. The consultants will be on site as needed, at least until a full-time Finance Director can be hired. The consultants will be paid \$100/hour and the requested budget is \$30,000. Depending on the time it takes to hire a Finance Director, the not-to-exceed amount may have to be revisited later in the year. As a comparison, I reached out to a couple of firms that I have worked with in the past for this service, and their rates are normally \$150/hour or more. The Town will also have to cover their travel expenses and per diem costs. Those costs will be dependent upon the number of days they will be in Black Mountain. As a part of their services, they will be assisting Town staff in developing a detailed analysis of our grant funding and FEMA projects. I see this as one of the most crucial deliverables.

The initial memorandum of agreement with NCLM for Disaster Recovery Services was approved by the Town Council at the October 13, 2025 meeting, Resolution # R-25-67. This agenda item authorizes amendment #1 to the existing MOA, as included in the attachment. A copy of the original agreement, R-25-67, is also attached to this item.

### **BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** A future budget amendment

will be necessary to cover those costs. Lapsed salaries from not having a Finance Director could possibly cover the majority of the costs.

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

**ATTACHMENTS:**

1. Black Mountain Disaster Recovery Svcs MOA Amendment #1 with NCLM\_2026.02.09
2. R-25-67\_Resolution Approving Disaster Recovery MOA with NCLM (signed MOA incl)\_2025.10.13\_signed

**AMENDMENT #1**  
**To the DISASTER RECOVERY SERVICES MEMORANDUM OF AGREEMENT**

This **AMENDMENT #1** to the Disaster Recovery Services Memorandum of Agreement (hereinafter the “Amendment #1”) is entered into as of the Effective Date set out below, by and between the Town of Black Mountain, (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the “League”), each additionally referred to as a “Party”, and collectively as the “Parties.”

**WHEREAS**, the Parties executed a Disaster Recovery Services Memorandum of Agreement (“MOA”) dated 10/17/2025;

**WHEREAS**, pursuant to Section 5 of the MOA, the League is offering, and the Municipality is willing to accept, Additional Services as set forth in Exhibit C to this Amendment #1.

**THEREFORE**, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree to amend the original MOA by adding the attached Exhibit C to the MOA. The MOA, with this Amendment #1, constitutes the entire agreement of the Parties with respect to the subject matter hereof. Except as provided in this Amendment #1, the MOA and any previous amendments, if any, will remain in full force and effect.

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

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:**  
TOWN OF BLACK MOUNTAIN  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
Town Clerk (or designee)

## Exhibit C

### Contractor Services

Town of Black Mountain interim manager has requested the NCLM to provide consultants with experience as a finance officers for a small local government to support existing finance staff and potentially a new finance officer in learning and maintaining best practices in local government finance processes in North Carolina. This will include learning statutory requirements of finance officers under NCGS 159 and financial reporting requirements under Generally Accepted Accounting Principles (GAAP) for governments as promulgated by the Governmental Accounting Standards Boards (GASB).

The scope of work is expected to include one or more site visits. The first site visit will include the consultant meeting with the remaining finance staff to determine their needs to maintain efficient and effective finance management and to maintain the integrity of the accounting books and records. The process may also include virtual sessions, as needed, for follow up. The consultant may also involve other NCLM team members to solidify concepts and practices for the finance staff based on their skillset and experience.

Some area of focus may include, but are not limited to ensuring the following:

- Timely and accurate bank reconciliation processes are maintained.
- Review of internal control processes within the finance department.
- Daily and monthly journal entries and processes necessary to maintain financial books and records on a current basis.
- Review of payroll processes and reporting to federal and state governments and benefit fiduciaries for payroll taxes, pension, and employee benefits payments.
- Review of utility and tax payments systems for linkage to other FMS Southern modules to ensure data integrity.
- Review of financial reporting requirements for board reporting to include a monthly budget to actual report.
- Review of regulatory reporting requirements.
- Providing resources and support in areas where the finance staff are needing additional assistance to ensure processes are maintained under best practices methodology.
- Accountants will assist the grant personnel in making any needed adjusting entries to align grant information to the financial books

Due to the fact that the town has been utilizing a local CPA firm to assist in the recent past with potential plans for maintaining that relationship, the scope of this engagement may be limited in scope and duration.

The estimated cost of this engagement is determined not to exceed \$30,000.

**Compensation:**

For services to be performed, the League shall pay the Contractor \$100.00 per hour based on the hours worked. The League's standard payment term is NET 30 days from the date of invoice. For prompt payment, you may email all invoices to [drinvoices@nclm.org](mailto:drinvoices@nclm.org) or mail all invoices to Carla Obiol, Chief ARP Officer, NC League of Municipalities, 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina 27601. Total costs for services provided to each participating Member shall not exceed the greater of \$30,000 per Member; or (ii) the specific not to exceed amount set forth in the Memorandum of Agreement, or amendment to the Memorandum of Agreement, between the League and the participating Member, which not to exceed amount shall also be incorporated in a separate agreement between the Consultant and the participating Member. Invoices will not be paid until sufficient detail is provided to NCLM staff.

**Expenses:**

In addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with this agreement's performance will be invoiced. Travel expenses such as lodging, airfare, rental car and other miscellaneous expenses shall be reimbursed at Consultant's cost, without mark up. Per diem will be reimbursed according to the rates reimbursed by the General Services Administration for the operational area. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

*Council Member Doug Hay made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Ryan Stone was absent.*

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

**RESOLUTION NO. R-25-67**

**WITNESSETH:**

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

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

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

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

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

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

Adopted, this the 13<sup>th</sup> day of October, 2025

VILLAGE/TOWN/CITY OF BLACK MOUNTAIN

By: Archie Butler  
(Name) Vice Mayor  
Mayor

ATTEST:  
[Signature]  
(Name)  
Town Clerk

**Exhibit A**

**DISASTER RECOVERY MEMORANDUM OF AGREEMENT (MOA).**

## **MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES**

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

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

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

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

#### **2. Grant Awarded to the NC League of Municipalities.**

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

#### **3. Status of the Parties.**

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

#### **4. Services Offered.**

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

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

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

## **5. Additional Services.**

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

## **6. Term of Agreement.**

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

## **7. Termination of Agreement.**

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

## **8. Duties of the Municipality.**

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

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

## **Article II. Scope of Funded Activities.**

### **1. Scope of Services; Fees; Prior Approval.**

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

## **Article III. Compensation.**

### **1. Payment of Funds.**

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

### **2. Invoices.**

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

## **Article IV. Compliance with Grant Agreements and Applicable Laws.**

### **1. Expenditure Authority.**

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

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

### **2. Conflicts of Interest; Gifts & Favors.**

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

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

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

### **3. Records Retention and Access.**

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

### **4. Publications.**

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

## **Article V. Limitations of Liability**

### **1. Limitations of Liability.**

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

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

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

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

## **Article VI. General Conditions.**

### **1. Venue and Jurisdiction.**

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

### **2. Nonwaiver.**

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

### **3. Limitation of Authority.**

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

### **4. Assignment.**

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

### **5. Integration.**

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

### **6. North Carolina Public Records Law.**

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

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

**7. E-Verify.**

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

**8. Iran Divestment Act.**

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

**9. Companies Boycotting Israel Divestment Act.**

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

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

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF BLACK MOUNTAIN**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

*Rose Vaughn Williams*

*Josh M Harrold*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Josh Harrold

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
10 / 17 / 2025

\_\_\_\_\_  
10 / 16 / 2025

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

*Wesley M. Barker*

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

## **Exhibit A League Services**

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

### **1. Grant Management Support**

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

### **2. Assistance, Instruction, and Mentorship (AIM)**

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

### **3. Cyber Security Assessment**

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

### **4. Finance Evaluation**

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

## **5. Accounting Assistance Efforts**

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

## **Exhibit B**






### **Contractor Services**

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

Title	Black Mountain Disaster Recovery MOA
File name	file
Document ID	45fb1d575a905ca8c0eb9f5a21e5a6ab03d57f68
Audit trail date format	MM / DD / YYYY
Status	● Signed

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### Document History

 SENT	<b>10 / 16 / 2025</b> 15:59:26 UTC	Sent for signature to Josh Harrold (josh.harrold@tobm.org), Wesley Barker (wesley.barker@tobm.org) and Rose Vaughn Williams (rwilliams@nclm.org) from dworrell@nclm.org IP: 24.246.150.19
 VIEWED	<b>10 / 16 / 2025</b> 16:14:13 UTC	Viewed by Josh Harrold (josh.harrold@tobm.org) IP: 174.225.225.185
 SIGNED	<b>10 / 16 / 2025</b> 16:15:20 UTC	Signed by Josh Harrold (josh.harrold@tobm.org) IP: 174.225.225.185
 VIEWED	<b>10 / 16 / 2025</b> 16:46:28 UTC	Viewed by Wesley Barker (wesley.barker@tobm.org) IP: 64.147.211.242
 SIGNED	<b>10 / 16 / 2025</b> 16:47:16 UTC	Signed by Wesley Barker (wesley.barker@tobm.org) IP: 64.147.211.242

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Title	Black Mountain Disaster Recovery MOA
File name	file
Document ID	45fb1d575a905ca8c0eb9f5a21e5a6ab03d57f68
Audit trail date format	MM / DD / YYYY
Status	● Signed

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### Document History



**10 / 17 / 2025**  
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IP: 136.56.172.222



**10 / 17 / 2025**  
15:26:08 UTC

Signed by Rose Vaughn Williams (rwilliams@nclm.org)  
IP: 136.56.172.222



**10 / 17 / 2025**  
15:26:08 UTC

The document has been completed.



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Consideration of Golf Course Equipment Lease Proposal

### **SUGGESTED MOTION(S):**

I move that Council authorize the Interim Town Manager to enter into a Lease Agreement or Installment Purchase Agreement for the Purchase of Equipment for the Golf Course.

---

### **SUMMARY:**

The Town Council has been considering the use of a lease agreement with Wells Fargo for the purchase of gold equipment from Beard Equipment Company in Piedmont, South Carolina. A copy of the proposed lease agreement is attached for your review and consideration. A copy of the proposal for the equipment is also attached for your review and consideration. The proposal from Wells Fargo will expire on March 11, 2026. Beard Equipment Company has the proposed equipment in stock and is ready to deliver upon authorization from the Town. They have been holding this equipment for quite some time and would like to have a determination from the Town if we intend to purchase. Any further delays could result in the equipment being sold and any reorders could take 18-24 months for delivery.

In reviewing the proposal from Wells Fargo, there are several items that you should be aware of. The lease is for 60 months at a cost of \$5,592.80 per month. The total cost over the 60-month period would be \$335,554.80. At the end of the lease, you can purchase the equipment at fair market value, or you can turn the equipment in. Since you will be leasing the equipment, the equipment becomes taxable for County and Town property taxes. Beard Equipment will pay the taxes and then bill the Town for the amount. Over the term of the lease, this will probably result in a few thousand dollars of extra cost beyond the lease. At the end of the lease, if you choose to turn the equipment in, you could be subject to additional fees for excessive miles/hours or excessive wear. That determination would be made by the vendor, which is the same when you return a leased automobile to the dealer.

Another option you may want to consider is an Installment Finance Agreement. In this case you would obtain financing for the equipment and the town takes ownership of the equipment at closing. The financial institution would hold security on the equipment until the final payment.

Staff contacted other municipalities that have used this method recently and a reasonable interest rate could be as low as 3.5%. If the Town borrowed \$325,272.00 for 60 months at an interest rate of 3.5%, your monthly payment would be \$5,917.27 and the total payout at the end of 60 months would be \$355,035.92. This is \$19,481.12 more than option 2, but since the Town owns the equipment, there would be no property taxes and you would not have to purchase the equipment at the end of the lease. You would also not run the risk of additional costs due to the condition of the equipment.

An advantage of the lease, is that at the end of the lease, you can turn the equipment in and enter into a new lease with new equipment. New equipment every 5 years would more than likely result in lower maintenance costs.

**BUDGET IMPACT:**

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

**If no, describe how it will be funded.** A budget amendment would be necessary to cover the cost through June 30, 2026.

**ATTACHMENTS:**

- 1. John Deere Proposal Golf Equipment (Beard Equipment Company)
- 2. Wells Fargo Golf Equipment Lease Documents

**Quote Summary**

**Prepared For:**  
TOWN OF BLACK MOUNTAIN  
160 MIDLAND AVE  
BLACK MOUNTAIN, NC 28711

**Prepared By:**  
Travis Hopkins  
Beard Equipment Company  
701 Sandy Springs Road  
Piedmont, SC 29673  
Phone: 864-527-1050  
thopkins@beardequipment.com

**Quote Id:** 32033492  
**Created On:** 27 November 2024  
**Last Modified On:** 03 June 2025  
**Expiration Date:** 27 December 2024

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE GATOR™TX Turf (Model Year 2025)	\$ 17,564.23 X	2 =	\$ 35,128.46
JOHN DEERE ProGator 2020A (Gas)	\$ 39,616.58 X	1 =	\$ 39,616.58
JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	\$ 31,156.32 X	1 =	\$ 31,156.32
JOHN DEERE TruFinish 1220 Utility Rake	\$ 34,722.35 X	1 =	\$ 34,722.35
JOHN DEERE 2550 PrecisionCut Triplex Mower (Model Year 2025)	\$ 70,443.17 X	1 =	\$ 70,443.17
JOHN DEERE 2550 PrecisionCut Triplex Mower (Model Year 2025)	\$ 57,102.23 X	2 =	\$ 114,204.46
<b>Equipment Total</b>			<b>\$ 325,271.34</b>

**Quote Summary**

Equipment Total	\$ 325,271.34
SubTotal	\$ 325,271.34
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 325,271.34</b>
<b>Balance Due</b>	<b>\$ 325,271.34</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 32033492

Customer: TOWN OF BLACK MOUNTAIN

## JOHN DEERE GATOR™TX Turf (Model Year 2025)

Hours:

Stock Number:

Code	Description	Qty
559WM	GATOR™TX Turf (Model Year 2025)	2
<b>Standard Options - Per Unit</b>		
001F	US 49 State	2
0505	Build to Order	2
1015	Turf Tires	2
2016	Non Adjustable Seat	2
3001	Deluxe Cargo Box with Paint and Reflectors	2
3100	Cargo Box Manual Lift	2
4099	Less Front Protection Package	2
4199	Less Rear Protection Package	2
<b>Dealer Attachments</b>		
Warranty	60 Month/1500 Hr Comprehensive Warranty	2
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	2
<b>Other Charges</b>		
	Freight	2
	Setup	2

## JOHN DEERE ProGator 2020A (Gas)

Hours:

Stock Number:

Code	Description	Qty
140GTC	ProGator 2020A (Gas)	1
<b>Standard Options - Per Unit</b>		
001A	US/Canada	1
183N	JDLink™ Modem	1
1139	Standard Front Tires 23x10.5-12 (4 PR)	1



# Selling Equipment

Quote Id: 32033492

Customer: TOWN OF BLACK MOUNTAIN

1161	Fairway Rear (2) Tires and (2) Wheels, 26x14-12 (4 PR)	1
1190	2WD Traction Unit	1
2200	Factory Installed Auxiliary Hydraulics	1
9773	Electronic Multi-Mode Throttle/ Governor Control Kit	1
9778	Quick Connect Kit	1
<b>Dealer Attachments</b>		
Warranty	60 Month/1750 Hr Comprehensive Warranty	1
<b>Other Charges</b>		
	Freight	1
	Setup	1

## JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)

Hours:

Stock Number:

Code	Description	Qty
3769M	HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	1
<b>Standard Options - Per Unit</b>		
001A	United States and Canada	1
2002	Gen3 Automatic Rate Controller for Centrifugal or Diaphragm Pump	1
3001	Multi-Size Boom, 15 ft. and 21 ft. (4.6M and 6.4M) with Electro-Hydraulic Lift	1
6452	Stainless Steel Centrifugal Pump	1
9869	Hose Plumbing Kit	1
<b>Dealer Attachments</b>		
BM19876	Spraygun	1
BM19257	Ground Plane Wheel	1
BM19256	Extended Range Flat-Fan Style Nozzle Package	1
BM19261	Electric Reel and 60.96 m (200 ft) of 12.7-mm (1/2-in.) Hose, less Spraygun	1
BTC11027	Electric Foam Marker	1

# Selling Equipment

Quote Id: 32033492

Customer: TOWN OF BLACK MOUNTAIN

Warranty	60 Month/1750Hr Comprehensive Warranty	1
<b>Other Charges</b>		
	Freight	1
	Setup	1

## JOHN DEERE TruFinish 1220 Utility Rake

Hours:

Stock Number:

Code	Description	Qty
1902XF	TruFinish 1220 Utility Rake	1
<b>Standard Options - Per Unit</b>		
001A	US/Canada	1
183N	JDLink™ Modem	1
0443	All Other Countries - Operator's Manual - English/Spanish	1
6426	Rear Serrated Blade Sand Rake	1
9700	40 In. Front Blade	1
9702	LED Light Kit	1
9703	Mid-Mount Scarifier Tines	1
<b>Dealer Attachments</b>		
Warranty	60 Month/1750Hr Comprehensive Warranty	1
<b>Other Charges</b>		
	Freight	1
	Setup	1

## JOHN DEERE 2550 PrecisionCut Triplex Mower (Model Year 2025)

Hours:

Stock Number:

# Selling Equipment

**Quote Id:** 32033492

**Customer:** TOWN OF BLACK MOUNTAIN

Code	Description	Qty
1165TC	2550 PrecisionCut Triplex Mower (Model Year 2025)	1
<b>Standard Options - Per Unit</b>		
001A	United States and Canada	1
183E	JDLink™ Modem	1
0443	All Other Countries (English / Spanish)	1
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	1
1190	Two-Wheel Drive (2WD)	1
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	1
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1
1400	Cutting Unit ONLY Counterweights	1
1601	50.8 mm (2-in.) Diameter Machined Smooth Solid Rollers	1
2009	Standard Seat	1
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	1
9766	LED Work Light Kit	1
<b>Dealer Attachments</b>		
BUC10223	Cutting Unit Yokes Kit for MY 2009 to Current 2500 Riding Greens Mowers or QA5 Cutting Units	1
BUC10417	(1) Quick-Adjust 5 (QA5) 558.8-mm (22-in.) Vertical Cutting Unit With Smooth Front and Rear Roller and Counterweight	3
Warranty	60 Month/1750 Hr Comprehensive Warranty	1
<b>Other Charges</b>		
	Freight	1
	EnviroCrate	1
	Setup	1

**JOHN DEERE 2550 PrecisionCut Triplex Mower (Model Year 2025)**

# Selling Equipment

Quote Id: 32033492

Customer: TOWN OF BLACK MOUNTAIN

Hours:

Stock Number:

Code	Description	Qty
1165TC	2550 PrecisionCut Triplex Mower (Model Year 2025)	2
<b>Standard Options - Per Unit</b>		
001A	United States and Canada	2
183E	JDLINK™ Modem	2
0443	All Other Countries (English / Spanish)	2
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	2
1190	Two-Wheel Drive (2WD)	2
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	2
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	2
1400	Cutting Unit ONLY Counterweights	2
1601	50.8 mm (2-in.) Diameter Machined Smooth Solid Rollers	2
2009	Standard Seat	2
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	2
9766	LED Work Light Kit	2
<b>Dealer Attachments</b>		
Warranty	36 Month/1750 Hr Comprehensive Warranty	2
<b>Other Charges</b>		
	Freight	2
	EnviroCrate	2
	Setup	2

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
 801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Name and Address of Customer:  
**TOWN OF BLACK MOUNTAIN**  
**15 ROSS DR**  
**BLACK MOUNTAIN, NC 28711-2862**

Thank you for doing business with **WELLS FARGO FINANCIAL LEASING, INC.** This cover letter is your guide to completing your transaction as quickly as possible.

**Checklist**

All documents listed below are required for this transaction:

- Equipment Schedule – Lease
- State and Local Government Addendum
- Delivery and Acceptance Certificate (to be signed and returned to us only after the Equipment has been delivered, installed and accepted by you)
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer and any personal or corporate guarantor – see Signature Guide below for requirements.
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Advance payment - see invoice in this package for details
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

**Please return all pages. Failure to return all pages will cause a delay in processing.**

**Signature Guide**

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.  
**Guaranty, Lease or Loan agreement authorized signer guidelines**

**If the business is a:**

- Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Company (LLC)
- Trust
- Corporation or Non-Profit Corporation And deal is <\$500K
- Corporation or Non-Profit Corporation And deal is >=\$500K

**This person must sign:**

- Owner/Proprietor
- Partner
- General Partner
- Member/Officer
- Trustee
- Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager
- Authorized Corporate Officer

**Return Instructions**

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click “confirm signing”, your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

**Email:** WFEFMDFGolfandTurf@wellsfargo.com    **Fax:** 866-336-8375

**Overnight:**

**WELLS FARGO FINANCIAL LEASING, INC.**  
 801 Walnut Street, 3rd Floor  
 Des Moines, IA 50309  
 MAC F0006-030

# Equipment Schedule

## FMV Purchase Option Lease

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

WELLS  
FARGO

Equipment Schedule Number **603-0283362-003** dated as of **December 12, 2025** to  
Master Agreement Number **603-0283362** dated as of **August 7, 2023**

Name and Address of Lessee:

**TOWN OF BLACK MOUNTAIN**  
**15 ROSS DR**  
**BLACK MOUNTAIN, NC 28711-2862**

"**Master Agreement**" means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. "**Schedule**" means this Equipment Schedule. "**Lessee**" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "**you**" and "**your**." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("**Lease**") between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the "**lessor**", "**we**" or "**us**" in said Master Agreement shall be deemed to refer to the Lessor named above. "**Payment**" shall mean any "**Payment**" or "**Lease Payment**" as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

**A. EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

See attached Schedule A.

**Equipment Location:** 15 ROSS DR, BLACK MOUNTAIN, NC 28711-2862

**THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.**

### B. FINANCIAL TERMS

1. Term (No. of Months): 61	6. Purchase Option Price at end of Term (plus taxes): Fair Market Value
2. Payment: 1 @ \$0.00, 60 @ \$5,592.58 (plus applicable taxes)*	7. Approval Expiration Date: March 11, 2026
3. Frequency of Payment: Monthly (in Advance)	
4. Administrative Fee: \$200.00 (will be billed on your first invoice)	
5. Lessee Purchase Order # (for invoicing purposes only):	

\*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

**C. APPROVAL EXPIRATION DATE.** If the Commencement Date does not take place on or before the Approval Expiration Date set forth above, we may either terminate the Schedule, in which case you will pay us all amounts we have paid on account of any Equipment, or extend the Approval Expiration Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Payments to maintain our after tax economic yield and cash flow. However, no such modifications will be binding on you unless and until you execute the modified Schedule (or other document containing all such modifications).

**D. PURCHASE OPTION.** Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.

**E. HOLDOVER RENT.** If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.

**F. ANNUAL OPERATING HOURS/MILES.** You acknowledge that the Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours/Miles listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the Purchase Option described herein, should it be determined that the actual number of operating hours/miles for any unit of Equipment (the "**Total Operating Hours/Miles**") exceeds the applicable "**Total Permitted Operating Hours/Miles**" (to be computed by dividing the Annual Operating Hours/Miles for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) the Excess Usage Charge; plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage; plus (iii) any applicable taxes. The "**Excess Usage Charge**" shall be calculated by us by subtracting the Total Permitted Operating Hours/Miles from the Total Operating Hours/Miles (rounded down to the nearest hour/mile) and multiplying such difference by the Excess Usage Hourly/Mileage Charge. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour/mileage meter.

**G. PROPERTY TAX ADMINISTRATION.** UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS

**THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).**

**THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.**

**IN WITNESS WHEREOF,** Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **TOWN OF BLACK MOUNTAIN**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

**H. RETURN OF EQUIPMENT.** If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

#### **Golf and Turf**

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** you will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. With respect to each unit, all components, covers, guards, parts, accessories and attachments for that item of Equipment must accompany the return properly installed, in good working order and with only minor sheet metal, plastic or cowl damage. No upholstery shall have any cut, tear or burn, there shall be no un-repaired damage to exterior or interior materials (including but not limited to, cabs, lights and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. Frame and structural members shall be structurally sound, without breaks, bends or cracks. All motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.). All controls, whether electronic, hydraulic, or manual, must operate per manufacturer's specifications. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears and able to stop with its service brakes in a safe distance in all directions. All units returned will be cleaned and cosmetically acceptable and have no excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the customer operation/maintenance manual. All rust and corrosion must be properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All safety equipment must be in proper working order. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. All oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks. (ii) **Tires/Wheels/Tracks:** All tires shall be matched by type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable, with at least 50% remaining tread, and able to retain proper air pressure. (iii) **Hydraulics:** all hydraulic pumps, cylinders and hoses must be functional and not be bent, nicked, gouged or leaking. All cutting units lower, turn on, run, raise and shut off as they are designed to do with all blades having at least 50% remaining life. (iv) **Battery Powered Golf Carts:** With respect to Equipment powered by lithium-ion batteries, at least 6 months but not more than 12 months prior to return of the Equipment, you will at your expense, provide a full performance report direct from the Battery Management System to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.), and if so qualified, have the repair or replacement completed prior to return of the Equipment; further (1) each lithium-ion battery powered golf cart must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an 18 hole round, (2) batteries and chargers must be able to perform at 75% of rated capacity, and (3) all manufacturer warranties relating to the batteries must be fully transferable. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

**I. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

**ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO.** To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

# Equipment Schedule A



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
 801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Contract Number **603-0283362-003** dated as of **December 12, 2025** (the "Agreement")

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number	Annual Operating Hours/Miles	Excess Usage Hourly/Mileage Charge
1	John Deere	ProGator 2020A	2025	New Gas Utility Vehicle	1TC202ATKSS180893		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HCSS060174		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HHSS060164		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HCSS060166		
1	John Deere	HD200	2025	New Sprayer	1TC200GXHSS160179		
1	John Deere	1220	2025	New Bunker Rake	1TC1220HCSS020244	1	
1	John Deere	TX Turf	2025	New Gas Utility Vehicle	1M0TURFJATM210009		
1	John Deere	TX Turf	2025	New Gas Utility Vehicle	1M0TURFJETM210015		

# State and Local Government Addendum



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Agreement Number **603-0283362-003** dated as of **December 12, 2025**

Name and Address of Customer:

**TOWN OF BLACK MOUNTAIN  
15 ROSS DR  
BLACK MOUNTAIN, NC 28711-2862**

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 4. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- 5. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

**IN WITNESS WHEREOF**, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer: **TOWN OF BLACK MOUNTAIN**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

# Delivery and Acceptance Certificate



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0283362-003** dated as of **December 12, 2025**

Name and Address of Customer:  
**TOWN OF BLACK MOUNTAIN**  
**15 ROSS DR**  
**BLACK MOUNTAIN, NC 28711-2862**

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO FINANCIAL LEASING, INC.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

See attached Schedule A.

Customer: **TOWN OF BLACK MOUNTAIN**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date\*

\*Date upon which the Equipment was delivered, installed, and accepted by Customer.

# Equipment Schedule A



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
 801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Contract Number **603-0283362-003** dated as of **December 12, 2025** (the "Agreement")

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number	Annual Operating Hours/Miles	Excess Usage Hourly/Mileage Charge
1	John Deere	ProGator 2020A	2025	New Gas Utility Vehicle	1TC202ATKSS180893		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HCSS060174		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HHSS060164		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HCSS060166		
1	John Deere	HD200	2025	New Sprayer	1TC200GXHSS160179		
1	John Deere	1220	2025	New Bunker Rake	1TC1220HCSS020244	1	
1	John Deere	TX Turf	2025	New Gas Utility Vehicle	1MOTURFJATM210009		
1	John Deere	TX Turf	2025	New Gas Utility Vehicle	1MOTURFJETM210015		

# Insurance Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0283362-003** dated as of **December 12, 2025**

Name and Address of Customer:  
**TOWN OF BLACK MOUNTAIN**  
**15 ROSS DR**  
**BLACK MOUNTAIN, NC 28711-2862**

## **THIS FORM MUST BE COMPLETED BY THE CUSTOMER**

**DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.**

### 1. PROPERTY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

### 2. LIABILITY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

Attach insurance form, if available.

**IMPORTANT:** Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment.  
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury.  
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO FINANCIAL LEASING, INC.** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

**Remit via email to:**

[WFEFMDFGolfandTurf@wellsfargo.com](mailto:WFEFMDFGolfandTurf@wellsfargo.com)

**Remit via fax to:**

Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division  
Fax: 866-336-8375

**Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:**

**WELLS FARGO FINANCIAL LEASING, INC.**  
**MAC: D1118-029**  
**Attention: Insurance Processing**  
**PO Box 563800**  
**Charlotte, NC 28256**

By completing and returning this form to WELLS FARGO FINANCIAL LEASING, INC. ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

# Required Information Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0283362-003** dated as of **December 12, 2025**

**DIRECTIONS:** Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

**Customer Name: TOWN OF BLACK MOUNTAIN**

**Federal Tax ID Number: XXXXX1182**

**Purchase Order Number (if required on invoice):** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Billing Address: 15 ROSS DR, BLACK MOUNTAIN, NC 28711-2862**

**Accounts Payable Contact (Required):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Equipment Contact (to verify Equipment delivery and acceptance):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

**Equipment Location: 15 ROSS DR, BLACK MOUNTAIN, NC 28711-2862**

The Equipment Location stated above is correct. Indicate County the equipment is located in: \_\_\_\_\_

OR

Change the Equipment Location to:

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

**Tax Status: Sales/Use Tax (check one)**

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)

OR

Exempt from Sales and Use Tax for the following reason: \_\_\_\_\_ (Certificate must be provided.)

**\*\*\*If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.\*\*\***

**To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO FINANCIAL LEASING, INC.**

Your invoice will be mailed approximately 30 days in advance of your payment due date.

**Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.**

# Online Account Management



*Wells Fargo Equipment Finance, Manufacturer and Dealer Finance*  
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

## Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

## How to register:

To register for MyAccounts, follow these quick steps:

1. Visit [MyAccounts Website \(https://www.myaccounts.sec.wellsfargo.com/\)](https://www.myaccounts.sec.wellsfargo.com/) and click on "Register Now".
2. You'll need an existing user's email address, your contract number and invoice number/serial number/vehicle identification number, found on your invoice. If you don't have access to an existing user's email address, please contact customer care at the number listed at the bottom of the page.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Existing customers can call the number below to complete pre-registration by phone.

**Talk with us today to learn more.**

**866-497-6661**

[MyAccounts Website \(https://www.myaccounts.sec.wellsfargo.com/\)](https://www.myaccounts.sec.wellsfargo.com/)



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Approval of Conceptual Feasibility Study – Golf Course Maintenance Building

### **SUGGESTED MOTION(S):**

Approval of the Conceptual Feasibility Study for the proposed Golf Course Maintenance Building and authorize staff to proceed with next steps including, design phase, refinement of scope, identification of funding options, and future budget consideration.

---

### **SUMMARY:**

#### **Background:**

The Town of Black Mountain currently lacks a modern, code-compliant facility to support golf course maintenance operations. Existing facilities do not adequately meet operational needs, storage requirements, or employee workspace standards.

To address these issues, the Town engaged Moseley to prepare a conceptual feasibility study for a new Golf Course Maintenance Building. The study evaluates a preliminary building program, site considerations, construction systems, and an order-of-magnitude cost estimate to inform policy and budget discussions.

#### **Project Description:**

The conceptual design proposes:

- A one-story, approximately 4,000 square foot maintenance building
- Mixed use spaces including offices, conference space, locker rooms, break room, storage, shop and chemical storage areas
- Construction utilizing a pre-engineered metal building system with brick and metal panel exterior
- Design compliant with the 2018 North Carolina Building Code
- Site location on 9th Street near existing golf course support facilities, minimizing off-site infrastructure impacts
- The feasibility study includes architectural, structural, mechanical, plumbing, and

electrical narratives, along with a conceptual site plan and floor layout.

### **Estimated Cost**

The conceptual budget estimate included in the feasibility study identifies:

- Total estimated project cost: approximately \$1.98 million, including construction, soft costs, furnishings, and a 10% contingency
- This estimate is preliminary and intended for planning purposes only; final costs will be refined through future design and procurement phases. The Town currently has \$1,000,000 from the State Capital Grant Program.

### **Fiscal Impact**

There is no immediate fiscal impact associated with approval of the conceptual feasibility study. Approval allows staff to:

- Issue NTP to McGill to design the building, making it shovel ready. This is possible due to the existing funding. The Town has a master service agreement with McGill allowing the work to proceed with a task order.

### **Requested Action:**

Approve the Conceptual Feasibility Study for the proposed Golf Course Maintenance Building and authorize staff to proceed with next steps including, design phase, refinement of scope, identification of funding options, and future budget consideration.

### **BUDGET IMPACT:**

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

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

### **ATTACHMENTS:**

1. Town of Black Mountain - Golf Course Maintenance Building - Feasibility Study

# The Town of Black Mountain



## **Conceptual Narratives for the Black Mountain Golf Maintenance Building**

November 21<sup>st</sup>, 2025

## **Black Mountain Golf Maintenance Building**

### **ARCHITECTURAL SCHEMATIC DESIGN NARRATIVE**

The Town of Black Mountain Golf Maintenance Building will be a one story building with exterior brick and metal panel Pre-Engineered Metal Building (PEMB) with sloped standing seam metal roofs. The building will be approximately 4,000 square feet in area. The building will be designed in accordance with the 2018 Edition of the North Carolina Building Code (NCBC). The primary use groups are Business (B), Storage (S-1), and Hazardous (H-1). The construction type is IIB, non-combustible construction. The Maintenance Building will house office space for the Golf Course Maintenance Staff, Storage, and Work Spaces.

The project site will be located on 9<sup>th</sup> Street near the existing storage building. Stormwater provisions for the site will be accommodated within the convenience center's existing structures. Parking will be provided. As part of the site design, parts of the existing green and tee boxes will need to be relocated.

The exterior walls will consist of cold form metal studs with batt insulation and brick and metal panel veneer. The interior face of the exterior walls will have 5/8" gypsum wall board in office areas and 8" Concrete Block in storage and work areas up to ten feet. Any exterior windows will consist of aluminum window system with 1" insulated, low-e, tempered glazing.

The sloped roof system will consist of standing seam metal roof on the PEMB roof purlins with vapor barrier and batt insulation.

Interior partitions will primarily consist of 5/8" gypsum wall board on 3 5/8" galvanized steel studs. In the office areas, extending 6" above the highest adjacent ceiling. Interior concrete masonry unit walls will consist of 8" concrete masonry units in storage and work areas.

All exterior doors will be aluminum doors with 1" insulated glazing. Exterior roll up doors will be manually operated with steel slates. Interior doors will be metal, set in fully welded painted steel frames. Side lights will be 1/4" tempered vision glazing. Exterior and interior doors will be 3'-0" wide by 7'-0" high.

Appliances including stoves, refrigerators, microwaves, and coffee pots will be provided by the owner outside of the construction contract. Equipment including copiers, printers, computers, and vending machines will be provided by the owner outside of the construction contract. Furniture including workstations, chairs, open metal shelving, and file cabinets will be provided by the owner under a separate furniture contract.

### **INTERIOR FINISHES NARRATIVE**

The office areas will receive LVT flooring with rubber base, painted walls, and lay-in acoustical panel ceiling. Storage and work rooms will receive a sealed concrete floor and exposed to structure ceiling space. Toilet rooms and wet areas will include porcelain pavers or ceramic tile and base on the floors and a tile wainscot on the walls with paint above. General casework will have a plastic laminate finish on counters and cabinetry. Counters in spaces with sinks or lavatories such as the break room and toilet rooms will have solid surface counters. Counters in shop areas will consist of maple butcher block. Casework in shop areas will be constructed of moisture resistant substrates since they will not be installed in fully conditioned spaces.

**Black Mountain Golf Maintenance Building**

## Black Mountain Golf Maintenance Building

### STRUCTURAL SCHEMATIC DESIGN NARRATIVE

#### DESIGN CODES

2018 North Carolina Building Code

ASCE 7-16

#### STRUCTURAL DESIGN CRITERIA

Risk Category II

Anticipated Lateral System: Steel Ordinary Moment Frames (Not Specifically Detailed for Seismic Resistance)

#### STRUCTURAL LOADING

Roof Live Load:

- Unoccupied: 20 psf

Floor Live Load:

- Offices: 50 psf + 15 psf for moveable partitions
- Mechanical Spaces: designed for anticipated weight of equipment (150 psf)
- Light Storage: 125 psf
- 1<sup>st</sup> Floor Corridors: 100 psf
- Vehicle bays: dependent on anticipated vehicle usage

#### ROOF CONSTRUCTION

Typical roof construction will be standing seam metal roof over insulation over cold-formed steel "Z" shaped purlins. Purlins will be supported by steel bent frames.

#### FIRST FLOOR CONSTRUCTION

The first floor will consist of a 6" normal-weight concrete slab on grade, reinforced #4 rebar in each direction. The slab will be placed over a 15 mil vapor barrier and 6" of ABC stone base.

#### FOUNDATION SYSTEM

Shallow foundations, consisting of spread footings at columns and turned down slab edges at exterior walls, will be used to support the structure. Tops of footings are expected to be set at 2' below finished floor elevation unless the proximity of utilities or grading warrants a lower elevation.

#### LATERAL SYSTEM

The lateral system will primarily be steel moment frames, not specifically detailed for seismic resistance. Each of the bent frames, located between each bay, will be used as a moment frame. Cable tension bracing or steel portal frames will be used between the bent frames to provide lateral resistance. Cable tension bracing will be used at the roof to distribute lateral loads from the roof into the wall elements.

### MECHANICAL SCHEMATIC DESIGN NARRATIVE

#### General Provisions

The mechanical portion of the work will consist of providing heating, cooling, ventilation, and exhaust for the building.

## Black Mountain Golf Maintenance Building

All mechanical work will be in accordance with the 2018 Edition of the North Carolina Mechanical Code (NCMC)

### Design Conditions

The following data will serve as the basis of design in sizing the mechanical equipment:

Design outside air conditions (per ASHRAE):

Summer: 95°F DB/76°F WB (Refrigerant circuit sized for ambient of 105°F)

Winter: 14°F DB

	OCCUPIED	UNOCCUPIED
General Space Heating:	72°F	60°F
General Space Cooling:	75°F	85°F

### Mechanical System

The building size and use lends itself to a Split System heat pumps with auxiliary electric reheat. Number of units will depend on how many storage areas are to receive heat. Electric Radiant Heaters will be used in areas where only heat is to be provided. Toilet rooms will have independent exhaust, interlocked with lights switch with delay off feature. Wall exhaust fans will be provided where exhaust in storage and shop areas are needed.

### Building Automation System

A web-based direct digital control (DDC) building automation system (BAS) will be provided. The system allows for control strategies that optimize performance and reduce energy costs of the various HVAC systems. A web-based BAS also allows for external monitoring as well as integration with other building systems.

## PLUMBING SCHEMATIC DESIGN NARRATIVE

### Plumbing Fixtures and Equipment

Plumbing fixtures will be high efficiency commercial grade units and specified to reduce water consumption. Fixtures accessible to the physically handicapped will be indicated where required by the building code. Toilets will be floor mounted units, toilet room lavatories will be wall hung units and urinals will be wall hung units. Counter top lavatories will be stainless steel self-rimming units. All flushing and public hand washing fixtures will utilize hard-wired sensor operated activation.

### Domestic Water Piping System

A reduced pressure zone (RPZ) backflow preventer will be installed on the incoming water service line to prevent potential contamination of the public water supply. A flow test will be conducted to determine available pressures at the site. Once flow test data is available, determination can be made if domestic booster pumps are required. Domestic cold water, hot water, and hot water recirculation piping will be copper.

Electric tank type water heaters will provide domestic hot water to the facility. Hot

## **Black Mountain Golf Maintenance Building**

water temperatures will be maintained throughout the system by a domestic hot water circulation pump. The temperature of the domestic hot water system will be monitored by the building automation system.

### Sanitary Piping System

The sanitary system will be designed to discharge by gravity to the site sanitary sewer system. Piping systems will be service weight cast iron no-hub above floor and hub and spigot or Schedule 40 PVC below ground.

## **ELECTRICAL SCHEMATIC DESIGN NARRATIVE**

### **GENERAL PROVISIONS**

The electrical portion of the work will consist of providing building power, lighting, and limited communication raceways and boxes.

All electrical work shall be in compliance with all applicable Federal, State, and local laws and regulations governing standards of design, construction, workmanship and material. Electrical work shall be in compliance with the latest-adopted National Electrical Code (NEC).

### **ELECTRICAL SERVICE**

The building power will be obtained from a 400A,208Y/120-volt three phase electrical service.

### **LIGHTING**

Lighting will be installed in accordance with the recommended Illumination Engineering Society (IES) Standards.

A complete system of artificial interior lighting shall be provided for all spaces. In general, all interior lighting shall be LED. Local switches for control of lighting shall be provided to serve each individual space. As an energy-saving measure, spaces such as offices and conference rooms will be provided with motion sensors to automatically turn lights off when not occupied (this is also required by the International Energy Conservation Code(IECC)). Daylighting controls will be provided in accordance with the required daylight zones as defined by the IECC.

Light fixtures will be provided per the following:

- A. Offices - General office: Recessed 2'x4' or 2'x2' light fixtures.
- B. Storage areas – Chain hung industrial fixtures, wet location listed
- C. Work/Truck Bays - Chain hung industrial fixtures, wet location listed

Emergency lighting and exit lighting for all paths of egress within and outside the building will be provided by the generator via an automatic transfer switch.

## **Black Mountain Golf Maintenance Building**

### **DEVICES, CONDUITS, AND CONDUCTORS**

All devices such as light switches and receptacles shall have a minimum rating of 20 amps. Device covers shall be constructed of stainless steel in office areas.

Conduits shall be used for all systems 25-volts and higher. Minimum trade size conduit allowed shall be  $\frac{3}{4}$ ". All conduits shall be concealed where possible. The classification of conduit usage shall be as follows:

Underground/under-floor slab – PVC Schedule 40.

Interior – Electrical Metallic Tubing with steel fittings.

Conduit shall be run exposed.

Branch circuit wiring for power and light shall generally be type THHN/THWN. All conductors No. 10 AWG and smaller shall be solid copper. All conductors No. 8 AWG and larger shall be stranded copper. All power conductors shall be insulated for 600 volts.

### **TELEPHONE AND DATA SYSTEMS**

Data and telephone outlet locations will be coordinated with the client. Conduit and box systems with cabling will be provided at locations desired by the owner.



**GOLF COURSE MAINTENANCE BUILDING  
BLACK MOUNTAIN, NC  
BUDGET ESTIMATE**

**November 21, 2025**

Since we have no control over the cost of labor and materials, current market conditions, or competitive bidding, we cannot guarantee the accuracy of this estimate of probable construction costs.

**CONSTRUCTION COSTS**

One Story Building	4,000 SF @	\$250.00	\$1,000,000
Site work (no off-site improvements)	1.0 AC @	\$450,000	\$450,000
<b>Construction Cost Subtotal</b>		<b>\$362.50</b>	<b>\$1,450,000</b>

**OTHER COSTS**

Misc Building Systems

Furniture Allowance (\$30 PSF)	\$120,000
Graphics & Signage (\$1.25 PSF)	\$5,000
Voice and data systems (\$8 PSF)	\$32,000
Appliances	\$10,000

Site Improvements

Permitting and Utility Connection Allowance	\$15,000
Utility Relocation Costs	Not included
Environmental mitigation cost	Not included
Legal/ILA, Plans and closing fees	Not included
Property Acquisition Allowance	Not included
Legal Expenses	Not included
Financing Expenses	Not included

Design soft costs

Architectural/Engineering Services	\$140,000
Furniture Design Services	\$9,600
Boundary and Topographic Survey	included in A/E services cost

Construction soft costs

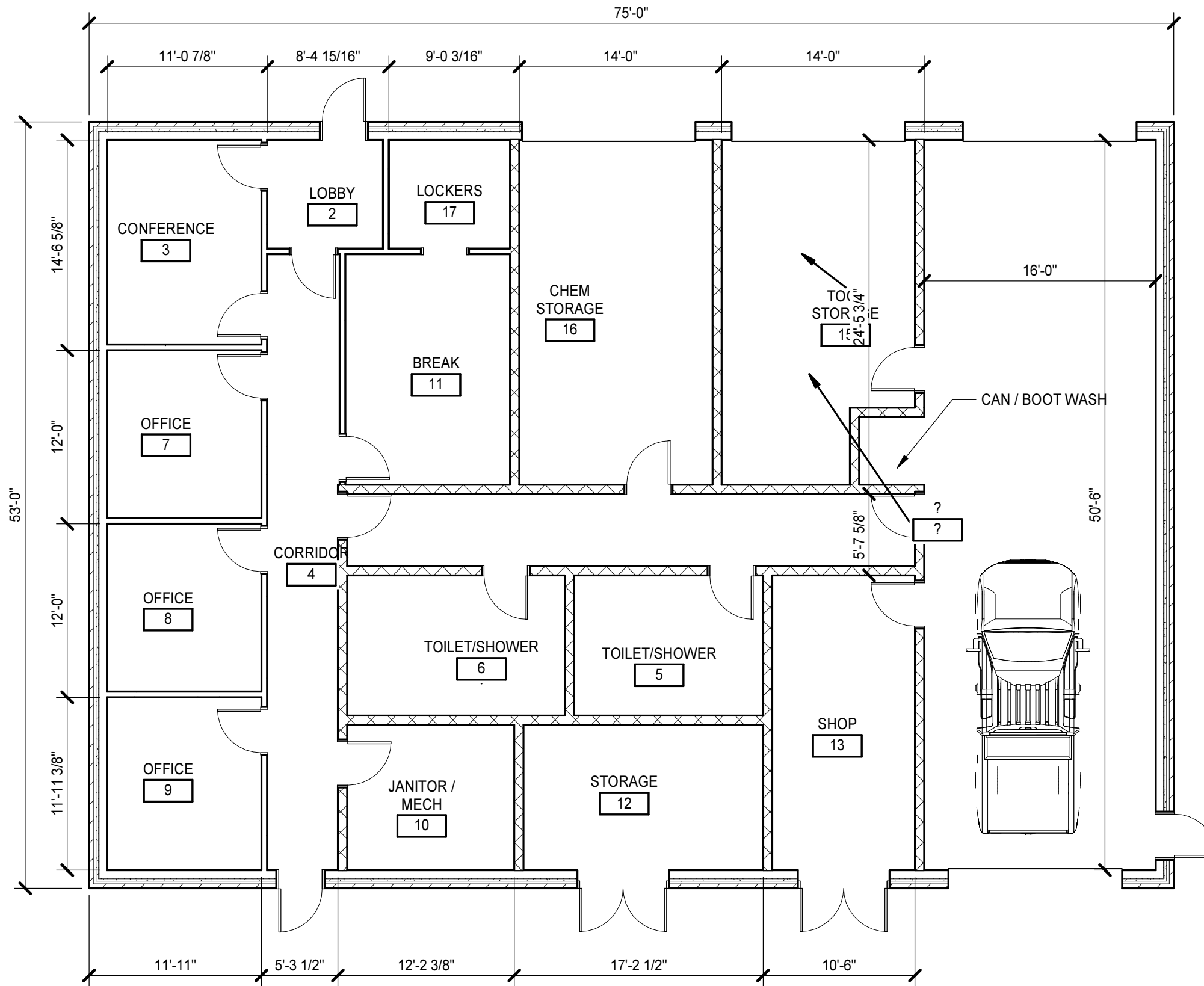
Moving Expenses Allowance	Not included
Geotech/const materials testing	\$10,875
Special/third party inspect (0.75% of constr cost)	\$10,875

<b>Other Costs Subtotal</b>	<b>\$353,350</b>
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<b>Project Cost Subtotal</b>	<b>\$1,803,350</b>
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Contingency (10%)	\$181,000
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<b>TOTAL</b>	<b>\$1,984,350</b>
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## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Consideration of Fireworks Proposals

**SUGGESTED MOTION(S):**

Council should discuss these quotes. If agreeing to move forward, the motion would be to authorize the Interim Town Manager to execute the agreement for the July 4, 2026 fireworks display with \_\_\_\_ company.

---

**SUMMARY:**

The Town has been contacted by 2 companies regarding the July 4, 2026 Fireworks Display. In order to be on their schedule for the 4th, the Board will need to determine if they are willing to obligate funds for the July 4, 2026 show. The current vendor that the Town has used is Pyro Shows from LaFollette, Tennessee. Their quoted price is \$20,475.00. The Town has received a second proposal from Pyro Wright Fireworks. This firm is currently located in Black Mountain and has expressed a desire to provide the service to the Town. Their quoted price is \$18,500. For \$20,000, they would also be a sponsor for the Black Mountain Christmas Parade. They are members of the Chamber of Commerce.

Some towns are also adding an additional component for the 250th anniversary of our country, which will be July 4, 2026. The additional price from Pryro Wright to add a heavy minute in the beginning and blast the finale with an additional 20 seconds of red, white and blue would be an additional \$3,000.00. The additional cost from Pyro Shows would range from \$3,000.00 to \$6,000.00.

These funds would need to be allocated in the FY 26/27 budget. Costs have increased due to tariffs and the cost of materials themselves. You may want to consider that the Town has not yet received the FY 24/25 audit, so the anticipated reduction in Fund Balance is not yet known, due to Helene recovery costs. The Town is also facing significant future costs related to recovery and capital needs. That concludes my Scrooge update.

**BUDGET IMPACT:**

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

**If no, describe how it will be funded.** Funds will need to be available in the FY 26/27 Budget.

**ATTACHMENTS:**

1. 2026 Fireworks Proposals + Quotes

---

Re: Town of Black Mountain Fireworks (Current Vendor)

---

From Brian Nelson <b.nelson@pyroshows.com>

Date Mon 1/26/2026 12:57 PM

To Richard Hicks <richard.hicks@tobm.org>

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

We've had several double up their shows. Some has went half of the cost as an add on and some are opting for like a scene of all red white and blue. Almost like a false finale then pause and then go on to the regular finale. About a 3000.00 to 6000.00 add on.

Brian  
Sent from my iPhone  
Brian Nelson

On Jan 26, 2026, at 12:50, Richard Hicks <richard.hicks@tobm.org> wrote:

**Warning: Unusual sender** <richard.hicks@tobm.org>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

What are your customers typically adding for the 250<sup>th</sup> celebration and projected costs?

Richard N Hicks  
Interim Town Manager  
richard.hicks@tobm.org  
828-419-9311

---

**From:** Brian Nelson <b.nelson@pyroshows.com>

**Sent:** Monday, January 26, 2026 11:49 AM

**To:** Richard Hicks <richard.hicks@tobm.org>

**Subject:** RE: Town of Black Mountain Fireworks

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

Well good morning, Mr. Hicks,



# Town of Black Mountain, NC

## Black Mountain Independence Day 2026

### Saturday, July 4, 2026

Show Time: 9:00 PM | Show Length: 20 Minutes

## \$19,500.00

### MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	150	150
4"	Aerial Shells	75	75
5"	Aerial Shells	60	60
6"	Aerial Shells	60	60
<b>MAIN BODY DEVICE TOTAL</b>			<b>345</b>

### FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	240	240
<b>TOTAL FINALE DEVICES</b>			<b>240</b>

---

**TOTAL DEVICE COUNT - MAIN BODY AND FINALE 585**

Fireworks 1.3 G Display  
 Largest Shell: 6  
 Safety Radius: 420'  
 Show Time: 9:00 PM

*Pyro Wright*  
**FIREWORKS**

I'd like to begin by thanking you for the chance to submit this proposal for your review. My name is Jim Wright. My wife Laura and I own Pyrowright Fireworks.

We are a local company, living in Black Mountain and having our storage facility in Old Fort. Shooting for the Tourists, Old Fort, and the county of Buncombe. We would love to add you to our local family.

I personally have shot hundreds of professional displays for the past 25 years. Laura has been shooting for the last 9 years. Even shooting through the pandemic. We have never missed a show.

As far as safety, we are known around the county for our safety, not only teaching fire personnel and other pyrotechnicians, but on-site safety is our biggest concern from set up until we are leaving the site.

After pricing the current shell count the total show price was \$16,500. The Fourth of July is our busiest day of the year. We typically do not produce July 4<sup>th</sup> fireworks displays under \$20,000. We have included two options for your consideration below.

Black Mountain is our hometown, and we truly value being part of the community as well as being chamber members. For that reason, we are pleased to offer a **Fourth of July fireworks display at \$20,000**. With this option we would sponsor the Black Mountain Christmas Parade as well.

As a hometown courtesy, we are also willing to offer a **Fourth of July fireworks display at \$18,500**. This option provides only the show listed below for \$18,500.

Thank you for your consideration. If there are any questions or concerns, please reach out so we can make sure you get exactly what you want.

*Pyro Wright*  
**FIREWORKS**

**Proposal for:** Town of Black Mountain

**For the date of:** July 4<sup>th</sup> 2026

**Option 1:**

**Body:**

3 inch	220
4 inch	100
5 inch	85
6 inch	60

**Finale:**

3 inch	200
4 inch	25

**Total shells: 690**

**Total Cost \$20,000**

**Option 2:**

**Body:**

3 inch	150
4 inch	90
5 inch	85
6 inch	60

**Finale:**

3 inch	240
--------	-----

**Total shells: 625**

**Total Cost \$18,500**

\*There may be a few more shots of each size but never less.

\*\*Due to possible tariff increases, the prices listed above are only guaranteed until February 26th,2026.

*Thank you,*

*Laura and Jim Wright*  
*Pyrowright L.L.C.*  
*Pyrowright.com 828.460.7694*

---

**Re: Current proposal**

---

**From** James Wright <jim@pyrowright.com>

**Date** Tue 1/27/2026 9:02 AM

**To** Richard Hicks <richard.hicks@tobm.org>

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

It is this year. If you wanted to bump it up, I'd say add more red white blue in the opening and finale, we usually do a segment right before the finale but, to open with a minute of it would be a great addition. Also, the finale that you have now is all 3 inch. I wouldn't do more than the three spots. When you stick with just 3 colors, it gets boring. We gave you the same finale in the cheaper option so you could get the best comparison. But we do every size in the finale. Nothing like ending with a bang. To add a heavy minute in the beginning and blast the finale with an additional 20 seconds of rwb. About \$3k more.

Get [Outlook for Android](#)

---

**From:** Richard Hicks <richard.hicks@tobm.org>

**Sent:** Tuesday, January 27, 2026 8:49:22 AM

**To:** James Wright <jim@pyrowright.com>

**Subject:** Re: Current proposal

If the Council wanted to add an additional level for the 250th, what would you recommend and the cost? Seems to be a big thing for some Towns.

Richard N Hicks  
Interim Town Manager  
richard.hicks@tobm.org  
828-419-9311

---



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** Jamey Matthews, Public Works Director      **MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Request to Use System Development Fees (SDF) to Relocate Water Line

**SUGGESTED MOTION(S):**

Motion to approve System Development Fees (SDF) funds to relocate waterline as presented.

---

**SUMMARY:**

This request seeks authorization to use System Development Fee (SDF) funds to relocate an existing water line that does not meet current code requirements due to its proximity to a sewer line. The current configuration presents a compliance issue and potential public health risk. Relocating the water line will bring the infrastructure into compliance with applicable codes, reduce risk of contamination, and protect the long-term integrity of the water system. Use of SDF funds is appropriate, as the project supports system improvements necessary to maintain safe and reliable utility services.

The proposed relocation of the existing water line would be funded using System Development Fees collected for water system capacity and infrastructure improvements. The estimated cost of the relocation is \$55,000.00. Sufficient SDF funds are currently available to cover the cost. Use of SDF's for this project is consistent with the intended purpose of the fees, as the relocation supports system reliability, accommodates planned development, and ensures continued compliance with water system standards.

**BUDGET IMPACT:**

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

**If no, describe how it will be funded.** System Development Fees would be used to pay for the waterline relocation.

**ATTACHMENTS:**

None



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** John Coffey, Fire Chief      **MEETING DATE:** February 9, 2026  
**AGENDA SECTION:** New Business      **DEPARTMENT:** Fire Department  
**TITLE OF ITEM:** Consideration of Ordinance Regulating Representation of Third-Party Fire Inspection Reporting Fees

**SUGGESTED MOTION(S):**

Motion to approve creating an Ordinance Regulating Representation of Third-Party Fire Inspection Reporting Fees as presented.

---

**SUMMARY:**

Transparency in Third-Party Fire Inspection Reporting Fees.

The Town of Black Mountain requires inspection, testing, and maintenance (ITM) reports for fire protection and life safety systems. These reports are required by the North Carolina Fire Code and are essential for ensuring buildings in our community remain safe and compliant.

The electronic reporting platform charges a standard fixed fee per report submission. This fee is set by the platform and is the same for all contractors. It is intended only to support the reporting system used by the Town.

The Fire Marshal's Office has identified instances where contractors invoiced property owners for a "Compliance Engine" or "reporting system" fee that was higher than the actual platform fee, without itemizing or disclosing any additional administrative charge. This practice creates confusion for business owners and gives the appearance that the Town or reporting platform is charging more than is required.

This ordinance does not regulate the overall pricing of contractor services. Contractors remain free to determine their own fees for inspections, labor, travel, and administrative work. Instead, the ordinance ensures:

- Accurate representation of the actual third-party reporting fee
- Clear itemization of any additional contractor administrative charges
- Transparency for local businesses so they can distinguish between required reporting fees and contractor service fees

In short, the ordinance prevents a contractor from labeling a charge as a Town or platform fee if it is not. The ordinance regulates truthful labeling and documentation of required reporting fees, not private business pricing.

The benefits of the adoption of this ordinance will:

- Protect Black Mountain businesses from misleading fee descriptions
- Promote fairness and consistency among contractors
- Strengthen transparency in Town-required compliance processes
- Provide the Fire Marshal with a clear enforcement mechanism when fee misrepresentation occurs.

This Ordinance, if approved, will be made part of the Black Mountain Code of Ordinances within Chapter 21 - Fire Prevention, Article III- Third Party Fire Inspection Reporting.

**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. Third Party Fire Inspection Reporting Ordinance Overview
2. O-26-01\_Ordinance Regulating Third Party Fire Inspection Reporting System\_Ch.21\_Art II\_Sec. 21-36\_\_\_2026.02.09

## Transparency in Third-Party Fire Inspection Reporting Fees

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The benefits of the adoption of this ordinance will:

- Protect Black Mountain businesses from misleading fee descriptions
- Promote fairness and consistency among contractors
- Strengthen transparency in Town-required compliance processes
- Provide the Fire Marshal with a clear enforcement mechanism when fee misrepresentation occurs.

*A motion was made by Council Member \_\_\_\_\_ to approve the following Ordinance amendments. A vote of \_\_\_\_.*

**AN ORDINANCE TO AMEND TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES CHAPTER 21 - FIRE PREVENTION, ARTICLE II - FIRE CODE, SECS. 21-26 THROUGH 21.50, AND TO AMEND CHAPTER 21 - FIRE PREVENTION, TO ADD AN ARTICLE III - THIRD PARTY FIRE INSPECTION REPORTING, SECS. 51-59**

**ORDINANCE NO: O-26-01**

**NOW, THEREFORE, BE IT ORDAINED** that Chapter 21 - Fire Prevention, Article II - Fire Code, be amended to add the following text (additions are underlined in bold):

- **Secs. 21-36 – 21.50. – Reserved.**

**BE IT FURTHER ORDAINED** that Chapter 21 - Fire Prevention, be amended to add a new section, Article III - Third Party Fire Inspection Reporting, beginning at Sec. 21-51, through Sec. 21-59, containing the following text (additions are underlined in bold):

**Chapter 21 – Fire Prevention.**

**Article III – Third Party Fire Inspection Reporting.**

**Sec. 51. – Authority.**

**This ordinance is adopted pursuant to the Town’s authority under North Carolina General Statutes Chapter 160D, including the authority to administer and enforce the North Carolina Fire Code and to establish administrative requirements for inspections, permits, and reporting related to fire protection and life safety systems.**

**Sec 52. – Purpose.**

**The purpose of this ordinance is to ensure accurate representation and transparency of fees associated with required electronic submission of fire protection system inspection, testing, and maintenance reports to the Town through a designated third-party reporting system.**

**This ordinance regulates how required reporting fees are described and documented and does not regulate the overall price a contractor may charge for services.**

**Sec. 53. – Applicability.**

**This ordinance applies to any contractor, service provider, or company that performs inspection, testing, maintenance, certification, or service on fire protection or life safety**

**systems where reports are required by the Fire Code Official to be submitted through a Town-designated electronic reporting system.**

**Covered systems include, but are not limited to:**

- (a) **Automatic fire sprinkler systems.**
- (b) **Fire alarm and detection systems.**
- (c) **Commercial kitchen hood and suppression systems.**
- (d) **Fire pumps and standpipes.**
- (e) **Portable fire extinguishers.**
- (f) **Special hazard suppression systems.**
- (g) **Any other system for which reporting is required under the North Carolina Fire Code.**

**Sec. 54. – Definitions.**

- (a) **Third-Party Reporting System.**  
**An electronic system designated by the Town for submission and tracking of required fire protection system reports.**
- (b) **Pass-Through Reporting Fee.**  
**The exact fee charged by the third-party reporting system to submit a required report to the Town.**
- (c) **Administrative or Service Fee.**  
**Any fee charged by a contractor in addition to the pass-through reporting fee for services such as preparation, handling, documentation, or processing.**

**Sec. 55 - Fee Representation Requirements.**

- (1) **Pass-Through Fee Limitation.**  
**A contractor shall not charge a property owner more than the actual pass-through reporting fee while representing the charge as:**
  - (a) **“Compliance Engine Fee”**
  - (b) **“Reporting System Fee”**
  - (c) **“Town Reporting Fee”**
  - (d) **or any similar description implying the charge is the Town’s or reporting platform’s required fee.**
- (2) **Itemization of Additional Charges.**  
**Any amount charged beyond the pass-through reporting fee shall be:**

- (a) Listed separately, and
- (b) Clearly labeled as an Administrative Fee, Service Fee, or similar term that does not imply it is a Town or reporting platform fee.

**(3) Prohibited Misrepresentation.**

It shall be a violation of this ordinance to misrepresent an administrative or service fee as a required Town fee or third-party reporting system fee.

**Sec. 56 - Documentation Requirement.**

Upon request of the Fire Code Official, a contractor shall provide documentation sufficient to verify the actual pass-through reporting fee assessed by the third-party reporting system for a specific report submission.

**Sec. 57. - Enforcement and Civil Penalties.**

**(a) Violation.**

Failure to comply with the requirements of this ordinance shall constitute a violation of the Town’s fire code administrative regulations adopted pursuant to N.C.G.S. Chapter 160D.

Each improperly represented invoice or report submission shall constitute a separate violation.

**(b) Notice of Violation.**

The Fire Code Official may issue a written Notice of Violation (NOV) to any contractor or service provider found to be in violation of this ordinance. The NOV shall describe the violation and provide a reasonable time for correction when appropriate.

**(c) Civil Penalties.**

In addition to any other remedies allowed by law, the following civil penalties may be assessed:

<u>Offense</u>	<u>Civil Penalty</u>
<u>First Violation</u>	<u>\$100</u>
<u>Second Violation</u>	<u>\$250</u>
<u>Third and Subsequent Violations</u>	<u>\$500 per violation</u>

Each improperly represented invoice shall be treated as a separate offense.

**(d) Continuing Violations.**

Each day a violation continues after written notice may be considered a separate violation.

**(e) Additional Remedies.**

The Town may pursue any other remedies authorized by law, including:

- (1) Withholding acceptance of required reports until compliance is achieved.**
- (2) Suspension of a contractor's privilege to submit reports through the Town's designated reporting system.**
- (3) Injunctive or equitable relief as permitted under North Carolina law.**

**(f) Appeal.**

Any person assessed a civil penalty under this section may appeal the citation in accordance with the Town's established administrative appeal procedures.

**Sec. 58. – Severability.**

If any section or portion of this ordinance is found invalid, the remainder shall remain in full force and effect.

**Sec. 59. - Effective Date.**

This ordinance shall take effect upon adoption.

**READ, APPROVED AND ADOPTED,** by a vote of \_\_\_\_\_ on this the 9<sup>th</sup> day of February 2026.

\_\_\_\_\_  
C. Michael Sobol, Mayor

Attest:

\_\_\_\_\_  
Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Discussion of Town Council Retreat

**SUGGESTED MOTION(S):**

Council should discuss and can make a motion to set a date for a Council retreat.

---

**SUMMARY:**

The Town Council has historically held an annual Retreat or Planning Session to establish goals and objectives for the upcoming fiscal year. If the Council wishes to continue, staff is requesting that the Council establish dates and times for 2026.

**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

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Discussion of Norfolk Southern Railroad Lease

**SUGGESTED MOTION(S):**

Discussion item. Council may make a motion based on the lease discussion, if applicable.

---

**SUMMARY:**

Interim Town Manager Richard Hicks will update the Council on the proposed lease agreement and new rate from Norfolk Southern for a leased area for parking.

**BUDGET IMPACT:**

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

**If no, describe how it will be funded.** n/a at this time. If Council moves forward with a lease, a budget amendment will be needed.

**ATTACHMENTS:**

None



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

---

**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** February 9, 2026

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

**TITLE OF ITEM:** Discussion of Interim Town Manager to Hire Staff Vacancies

**SUGGESTED MOTION(S):**

Discussion item. Council may choose to make a motion based on discussion if applicable.

---

**SUMMARY:**

Discussion will be in reference to the hiring of some current staff vacancies by the Interim Town Manager. Town Council and the Interim Town Manager will discuss.

**BUDGET IMPACT:**

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

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

**ATTACHMENTS:**

None