



## TOWN OF BLACK MOUNTAIN TOWN COUNCIL

May 11, 2026

REGULAR SESSION AGENDA

Time: 6:00 PM

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

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### 1. CALL TO ORDER

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

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

Members have a duty and obligation to vote.

**2. ORGANIZATIONAL MEETING**

- 2.A. Appointment to Fill the Vacant Seat on the Town Council**
- 2.B. Administration of Oath of Office by the Appointed Council Member**
- 2.C. Appointment to Black Mountain Center for the Arts Board of Directors - Primary Member**
- 2.D. Appointment to French Broad River MPO Board of Directors - Alternate Member**

**3. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS**

- 3.A. Resolution Recognizing Pam King for her Service to the Town of Black Mountain**
- 3.B. Consideration of Resolution Asking HCA CEO Sam Hazen to Engage Directly with Stakeholders in Western NC.**

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

- 4.A. Introduction of Jacob Guiot, Recreation & Parks Director**
- 4.B. Presentation on Town Capital Projects and Grants**
- 4.C. Update on Water Use Restrictions**

**5. 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.

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

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

**8. 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.

- 8.A. Adoption of Meeting Minutes from March 5, 9, 12 & April 1, 9, 13, 2026 -**

Wesley Barker, Town Clerk

Motion: Motion to approve the meeting minutes as presented.

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

Motion: Approve the tax collection report as presented.

**8.C. Consideration of Resolution Repealing Resolution No. R-25-103 Entitled "A Resolution to Amend the Fiscal Year 2025-2026 Budget for Golf Course Bridge Repairs and Cart Path Repairs."** - Matt Begley, Budget Analyst

Motion: Motion to approve the resolution repealing Resolution No. R-25-103 as recommended.

**8.D. Resolution Approving the Purchase of a Conex Box for Evidence Storage and Armory** - Richard Hicks, Interim Town Manager

Motion: Motion to approve the resolution as presented and recommended.

**8.E. Resolution Authorizing Agreement with Anchor QEA of NC, PLLC for Professional Engineering & Architectural Services** - Matt Begley, Budget Analyst

Motion: Motion to approve the resolution as presented.

**9. PUBLIC HEARING**

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

**9.A. Public Hearing to Amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.14, Table of Uses by Zoning District; and Chapter 5, Section 5.19, Data Processing Centers, to add a definition, use, and requirements for data processing centers.** - Michelle Kennedy, Planning Director

Motion: I move that we approve the proposed text amendments to Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.14, Table of Uses by Zoning District; and Chapter 5, Section 5.19, Data Processing Centers as presented and find that the proposed changes are consistent with current state regulations and find that the recommendation promotes the general welfare and in keeping with good zoning practice.

**10. CITIZEN COMMENTS**

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

**11. UNFINISHED BUSINESS - NONE**

**12. NEW BUSINESS**

- 12.A. Review of Electronic Payments & Associated Fees and Consideration of Policy -**  
Greta Gibson

Motion: I move that Council authorize town staff to create an Electronic Payment Policy to Impose Fees on Electronic Payments, as recommended, and to present a draft to Council at the June 8, 2026 meeting.

- 12.B. Presentation and Consideration of Street Dedication Application & Policy -**  
Richard Hicks, Interim Town Manager

Motion: Motion to adopt the Street Dedication & Policy as presented.

- 12.C. Consideration of naming the Lake Tomahawk Tennis Courts after Judy Eubanks**  
- Richard Hicks, Interim Town Manager

Motion: Motion to consider naming Lake Tomahawk Tennis Courts in honor of Judy Eubanks and approval of a sign to be placed at the tennis courts.

- 12.D. Acceptance of Water Line Infrastructure within Sweet Birch Commons for Public (Town) Ownership & Maintenance. - Jamey Matthews, Public Works**  
Director

Motion: I move that Council approve the acceptance of the water line infrastructure within Sweet Birch Commons for public (Town) ownership and maintenance.

- 12.E. Lower Watershed Dam - Repair Options Discussion - Matt Begley, Budget**  
Analyst

Motion: Council should discuss and provide direction to staff on whether to pursue the alternative as a preferred method of repair.

- 12.F. 2026 Audit Contract and Audit Engagement Letter - Richard Hicks, Interim Town**  
Manager

Motion: Approve the Fiscal Year 2026 Contract to Audit Accounts and Audit Engagement Letter from Gould Killian, CPA Group, P.A., as recommended.

**13. ADJOURNMENT**





## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Wesley Barker, Town Clerk      **MEETING DATE:** May 11, 2026  
**AGENDA SECTION:** Organizational Meeting      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Appointment to Fill the Vacant Seat on the Town Council

**SUGGESTED MOTION(S):**

Council will review applications received to fill this vacant Council Seat and will then either nominate a candidate and vote, or use a ballot method to cast votes on a candidate, and then officially appoint.

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**SUMMARY:**

Former Town Council Member Pam King resigned from the Town Council effective April 24, 2026. This leaves a vacant seat on the Town Council.

The Town Charter states:

**SECTION 2.2. FILLING OF VACANCIES**

If the elected mayor or an elected council member shall fail or refuse to be qualified, or if the holder of any elective office is unable to discharge the duties of such office, or if a vacancy shall otherwise occur in any elective office, such vacancy shall be filled by the remaining members of the council. In the event such vacancy occurs within 135 days of the next general election, the person appointed by the council to fill the vacancy shall serve the remainder of the unexpired term. Otherwise, a successor shall be elected at the next general election and the person appointed to fill the vacancy shall serve only until the elected successor takes office. The elected successor shall then serve the remainder of the unexpired term.

Previously, when a vacancy occurred on the Council, the remaining Council members decided to advertise the vacant seat and invited interested citizens to apply for this vacant seat. The only three requirements for appointing an individual for a Council seat are that they must be 1) a registered voter in Buncombe County, 2) live in the municipal limits of Black Mountain, and 3) be 21 years of age or older. Once the applications were received, Council would review and, in an open meeting, the applicant would be chosen via ballot voting method, with the majority vote being the nominee of consideration to vote to approve for appointment.

The Town Council directed the Town Clerk to advertise for this vacancy and seek interested

applicants, with the application period open from April 24th through May 6th, 2026. The following citizens submitted an application by the deadline of 5pm on May 6th, 2026 which were (in alphabetical order):

- Amanda Carter
- Larry Harris
- Shane Lunsford
- Lawrence Lytle
- Debra Norman.
- John Richardson
- Michael Roberts
- Sharon Tabor

Applicant applications are attached as part of this agenda packet. Council will now discuss and consider the appointment. The Town Clerk will provide voting ballots to the Council. If the person who is appointed is present at this May 11th Council meeting, they will take the oath and join the dais for the remainder of this Council meeting as a voting member. If the appointee is not present, they will be sworn in and join the other members at the June 8, 2026 Council meeting.

**BUDGET IMPACT:**

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

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

**ATTACHMENTS:**

1. Amanda Carter - Council Application
2. Larry Harris - Council Application
3. Shane Lunsford - Council Application
4. Lawrence Lytle - Council Application
5. Debra Norman - Council Application
6. John Richardson - Council Application
7. Michael Roberts - Council Application
8. Sharon Tabor - Council Application





## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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**Appointment Period: Through December 2026**

**Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.**

**Appointment Date: May 11, 2026 Regular Monthly Council Meeting\***

### Applicant Information

Legal First Name: Amanda Legal Last Name: Carter

Residential Address: 1018 Montreat Road Apt. 2

City: Black Mountain State: NC Zip Code: 28711

Mailing Address (if different): \_\_\_\_\_

Primary Phone: 828-713-7974

Other Phone: \_\_\_\_\_

Email Address: Ms\_MandieCarter@icloud.com

### Eligibility (Check Yes or No)

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### Application Questions

1. What motivates you to serve as a member of the Black Mountain Town Council?

I have a desire to become even more involved in the happenings of our beautiful town, that I am so very passionate about. Recently, in my endeavor to save the "Suntrust Maple Tree", I interacted with many members of Town Council, the Chief of Police, the Fire Chief, as well as the Planning and Development Department. While my campaign to save the maple tree ultimately failed, it was not without small victories including the \$30,000 Circle K donated to causes I suggested. (These funds have been used to completely overhaul our downtown street trees as well as to further the mission of the Swannanoa Valley Tree Alliance. I commissioned three local artist to make several pieces of art from the tree trunk I took possession of after its death, that will be placed in the Museum of Art in the coming year.) In my endeavor to save the tree, I became painfully aware that had I been more previously involved in our town's government, perhaps I could have been more prepared and able to fight a better fight. I'm a person who speaks and moves with passion, and with honesty. I enjoy being of service to my community and I would very much like to be someone who does this in a more official manner.



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

I currently volunteer for the Beautification Committee and the Greenway and Trails Committee. I am a person who learns by doing, and while I know little of being a member of Town Council, or being a person who oversees town matters to the capacity this position would require I can assure you I would work very diligently to fill this role well.

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3. Describe your understanding of the Council-Manager form of government.

I know the Town Council is accountable to its public. The council members are the towns decision makers influences by public demand. It works to pass and assist to enforce ordinance needs. It works to develop a budget, fair and manageable to and for its public. I also know and understand the Town Council focuses on the community's goals. It works to manage our major projects, namely long-term considerations for community growth and land use development.

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4. What are the most important elements in developing a municipal budget?

I have a background in accounting, which I suppose is helpful in understanding budget development, though my experience is with small businesses, not municipal branches. In my accounting career I have sat through many budget developments, revisions, and review meetings. I know that important things to consider along the way are income sources, and potential income sources, fixed and variable expenses, savings and saving goals as well as the oh so necessary emergency funds. Honest and uncomfortable conversations must occur, frequently, regarding necessary spending and unnecessary spending. Most importantly I think when discussing monies, egos must be checked at the door.

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5. How would you ensure all voices in the community are represented?

I think this is accomplished by presence, involvement and communication. I consider myself pretty good at all three. I'm involved in the schools because I have daughters in the school system. When my daughters were younger I assisted in the classrooms and helped as a member of the PTA. I maintain many of these connections today. I was a volunteer for the parks and recreation swim league as my daughters we all swimmers, and I maintain many of these connections today. I work at a local restaurant and have relationships with many of our town's business owners and hospitality workers. I'm involved in the Beautification Committee as well as the Greenways and Trails Committee. I also do service work for our local twelve step meetings. In my tree saving efforts, I was able to connect with many officials in our town and I maintain those relationships today. I am present, engaged and involved inn our community to the very best of my ability. So much so that over the years I have had the joy and pleasure of developing and maintaining so many relationships in our town with so many different members of our community. I know I would be able to being that "hands across the isle" "we're all one" community mindset with me to a seat on Town Council.



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### **Certification**

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to [N.C.G.S. §160A-86](#).

Signature:  Date: 04-27-2026

### **Submission Information**

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

- 1) In person at Town Hall, 160 Midland Ave., Monday-Friday, 8:00 a.m. – 5:00 p.m.
- 2) Via email: [wesley.barker@tobm.org](mailto:wesley.barker@tobm.org) and/or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

### **Contact Information for Questions:**

Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310  
[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

*\*Town Council will review the applications and will vote via ballot method at the beginning of the May 11<sup>th</sup>, 2026 regular monthly Town Council meeting, which will be held at 6:00 p.m. at Black Mountain Town Hall. At that time, following the ballot voting, the Council will formally vote to appoint the member to the Council, and they will subsequently be sworn in and participate in that meeting, if in attendance.*



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

Appointment Period: Through December 2026

Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.

Appointment Date: May 11, 2026 Regular Monthly Council Meeting\*

### Applicant Information

Legal First Name: LARRY Legal Last Name: HATZELIS

Residential Address: 101 RICHARD LANE

City: Black Mountain State: NC Zip Code: 28711

Mailing Address (if different): \_\_\_\_\_

Primary Phone: 828-777-2587

Other Phone: \_\_\_\_\_

Email Address: LARRYHATZELIS@gmail.com

### Eligibility (Check Yes or No)

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### Application Questions

1. What motivates you to serve as a member of the Black Mountain Town Council?

Grateful for the opportunity to serve over  
the years. I believe it to be a good  
steward of this experience to apply for  
appointment for Council member King's vacated  
seat.



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

Have served on town council for a total of 11 years. Chaired Land & Sky Regional Council and Fernald River Water MPO. Service on other boards in our County currently and over the years.

3. Describe your understanding of the Council-Manager form of government.

Manager is the responsible executive leadership over all town departments and employees. Manager is responsible and accountable to town council.

4. What are the most important elements in developing a municipal budget?

Understanding revenue streams, need for adequate reserves, assure employee pay scales are competitive, effective capital budgeting.

5. How would you ensure all voices in the community are represented?

Be available to the public and listen.





## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### Certification

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to N.C.G.S. §160A-86.

Signature: \_\_\_\_\_

Date: April 29, 2026

### Submission Information

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

- 1) In person at Town Hall, 160 Midland Ave., Monday-Friday, 8:00 a.m. – 5:00 p.m.
- 2) Via email: [wesley.barker@tohm.org](mailto:wesley.barker@tohm.org) and/or [town.clerk@tohm.org](mailto:town.clerk@tohm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

### Contact Information for Questions:

Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310  
[wesley.barker@tohm.org](mailto:wesley.barker@tohm.org), or [town.clerk@tohm.org](mailto:town.clerk@tohm.org)

*\*Town Council will review the applications and will vote via ballot method at the beginning of the May 11<sup>th</sup>, 2026 regular monthly Town Council meeting, which will be held at 6:00 p.m. at Black Mountain Town Hall. At that time, following the ballot voting, the Council will formally vote to appoint the member to the Council, and they will subsequently be sworn in and participate in that meeting, if in attendance.*



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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**Appointment Period: Through December 2026**

**Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.**

**Appointment Date: May 11, 2026 Regular Monthly Council Meeting\***

### **Applicant Information**

Legal First Name: Shane Legal Last Name: Lunsford

Residential Address: 19 Timber Park Drive

City: Black Mountain State: NC Zip Code: 2871

Mailing Address (if different): Same

Primary Phone: 828-280-9639

Other Phone: \_\_\_\_\_

Email Address: shane.lunsford@gmail.com

### **Eligibility (Check Yes or No)**

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### **Application Questions**

1. What motivates you to serve as a member of the Black Mountain Town Council?

I am motivated by a deep love for Black Mountain and a desire to serve during a season when steady, thoughtful leadership matters. My family and I live in the Timber Park neighborhood, previously lived near Lake Tomahawk, and have been connected to Black Mountain Presbyterian Church since 2016. I see the town not from a distance, but as someone who lives here, worships here, shops here, raises a family here, and wants Black Mountain to remain a place where neighbors know and help one another.

Hurricane Helene reinforced that commitment. Through Black Mountain Presbyterian Church, I helped launch meal and supply efforts that grew into regional meal service at the Railyard and ultimately supported many area residents in a time of need. I also worked with the town and others to help coordinate supplies, funding, food-service employment, restaurant reopening logistics, temporary water needs, and



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recovery support. That experience showed me how much depends on coordination between residents, churches, businesses, town staff, public safety, county partners, state agencies, and FEMA.

I believe Black Mountain can protect its small-town character while making practical decisions about recovery, infrastructure, public safety, parks, economic vitality, and responsible growth. I would be honored to serve with humility, listen carefully, and help the town move forward with trust, transparency, and common sense.

2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

I bring municipal board experience, executive leadership, state and federal systems experience, small business perspective, and a strong commitment to community service. I previously served for several years as Chair of the Parks and Recreation Board for the Town of Fletcher. During that time, we helped create a 10-year parks and recreation master plan, developed two greenways, grew large community events, supported recreation programming, and focused on long-term capital improvement planning, repair and replacement needs, new revenue streams, and grant funding.

I also have direct Black Mountain community project experience. I led the KaBOOM! grant effort for Black Mountain Primary School's playground, helping raise more than \$85,000 and coordinate over 300 volunteers for the community build. That project reflected what I love about Black Mountain: people showing up, working together, and creating something lasting for children and families.

Professionally, I have led complex organizations, managed budgets, built partnerships, worked with NC DHHS, Medicaid, and other state-connected systems, served as a principal investigator/project director for state and federal grants, reviewed grants for SAMHSA and HRSA, and written more than \$20 million in successful federal, state, and foundation grants. That experience would help me ask informed questions about grants, compliance, timelines, recovery funding, and intergovernmental partnerships without overstepping the Council's role.

I should be selected because I would bring a steady, service-first approach, respect for the Council-Manager form of government, and a willingness to listen before forming conclusions. I believe Black Mountain needs leaders who can help rebuild trust, support accountability, pursue recovery resources, and make practical decisions that serve the whole community.

3. Describe your understanding of the Council-Manager form of government.

My understanding is that the Town Council sets policy, adopts the budget, establishes priorities, represents the public, and provides oversight, while the Town Manager is responsible for day-to-day administration and implementation. Council members should not manage staff directly or interfere in daily operations. Instead, the Council should provide clear direction through policy, budget decisions, ordinances, planning priorities, and strategic goals.

This form of government works best when Council members respect roles, ask informed questions, communicate clearly, and hold the organization accountable without micromanaging. Especially during a





## **TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT**

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time of recovery and transition, I believe Council's role is to listen to residents, set expectations, support transparency, ensure responsible use of public funds, and help create the conditions for town staff to serve the public well.

#### **4. What are the most important elements in developing a municipal budget?**

The most important elements are public priorities, essential services, long-term financial sustainability, transparency, and disciplined tradeoffs. A municipal budget should fund core services such as public safety, public works, sanitation, infrastructure, parks, planning, administration, and community facilities while also preparing for future capital needs, emergency response, and maintenance obligations.

In Black Mountain, the budget also has to reflect the realities of Hurricane Helene recovery, infrastructure repair, flood mitigation, grant compliance, utility needs, and affordability for residents. My experience with state and federal grants, large budgets, program development, and recovery work would help me review budget priorities carefully and ask practical questions about sustainability, compliance, and long-term impact.

A good budget should be understandable to the public, realistic for staff to implement, and responsible both today and years from now. It should protect essential services, pursue outside funding where appropriate, maintain adequate reserves, and reflect the values and needs of the community.

#### **5. How would you ensure all voices in the community are represented?**

I would work to ensure residents feel heard before decisions are made, not just after. That means being accessible, attending community events, listening to people who may not regularly come to Town Hall, and seeking input from families, seniors, business owners, faith communities, renters, homeowners, workers, youth, visitors, and all residents.

I also believe representation requires listening across disagreement. In a small town, decisions can feel very personal, especially when they involve property, business, recovery, growth, taxes, infrastructure, or public safety. I would try to approach those conversations with humility, ask who is missing from the discussion, and weigh decisions based on the long-term good of Black Mountain rather than only the loudest voices in the room.

Trust is built through consistency, transparency, and follow-through. I believe rules should be clear, consistently applied, and communicated early enough that residents and businesses can comply without unnecessary harm. My goal would be to help the town move forward in a way that is fair, practical, transparent, and rooted in the public interest.

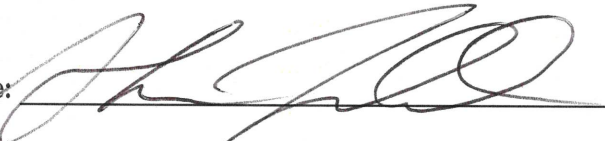


## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### Certification

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to [N.C.G.S. §160A-86](#).

Signature:  Date: 5/6/2026

### Submission Information

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

- 1) In person at Town Hall, 160 Midland Ave., Monday-Friday, 8:00 a.m. – 5:00 p.m.
- 2) Via email: [wesley.barker@tobm.org](mailto:wesley.barker@tobm.org) and/or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

### Contact Information for Questions:

Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310

[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

*\*Town Council will review the applications and will vote via ballot method at the beginning of the May 11<sup>th</sup>, 2026 regular monthly Town Council meeting, which will be held at 6:00 p.m. at Black Mountain Town Hall. At that time, following the ballot voting, the Council will formally vote to appoint the member to the Council, and they will subsequently be sworn in and participate in that meeting, if in attendance.*



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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**Appointment Period: Through December 2026**

**Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.**

**Appointment Date: May 11, 2026 Regular Monthly Council Meeting\***

### **Applicant Information**

Legal First Name: Lawrence Legal Last Name: Lytle

Residential Address: 57 Laurel Lane

City: Black Mountain State: NC Zip Code: 28711

Mailing Address (if different): \_\_\_\_\_

Primary Phone: 912-677-9685

Other Phone: \_\_\_\_\_

Email Address: lytle82@gmail.com

### **Eligibility (Check Yes or No)**

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### **Application Questions**

1. What motivates you to serve as a member of the Black Mountain Town Council?

To be a voice for all residents in Black Mountain. To be able address concerns of every  
citizen in Black Mountain. To lead and establish policies that will ultimately make the town  
successful in future endeavors.





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2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

I have a Masters Degree in Public Administration. My current employment is related to contract management. I have also recently completed the Town of Black Mountain 2025 Citizen Academy.

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3. Describe your understanding of the Council-Manager form of government.

Administrative Responsibility and authority relied upon a Town Manager; with legislative and policy decisions given to the Town Council.

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4. What are the most important elements in developing a municipal budget?

Understanding all revenue sources and expenditures within the General Fund. All municipalities in NC adopts its budget in accordance with the Local Government Budget and Fiscal Control Act. Another integral part of developing the budget is public input - what does the citizens view as their major concerns and development for the town.

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5. How would you ensure all voices in the community are represented?

Being open to hear all concerns whether through emails or Town Hall meetings, Addressing the public as a cohesive unit (Town Council). Ensuring that the Council reviews the concerns of it's citizens and provides an appropriate response within the designated timeframe.

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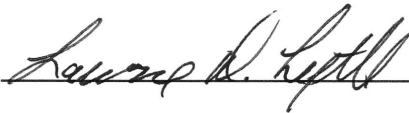


## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### **Certification**

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to [N.C.G.S. §160A-86](#).

Signature:  Date: 5/6/2026

### **Submission Information**

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

- 1) In person at Town Hall, 160 Midland Ave., Monday-Friday, 8:00 a.m. – 5:00 p.m.
- 2) Via email: [wesley.barker@tobm.org](mailto:wesley.barker@tobm.org) and/or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

### **Contact Information for Questions:**

Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310  
[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

*\*Town Council will review the applications and will vote via ballot method at the beginning of the May 11<sup>th</sup>, 2026 regular monthly Town Council meeting, which will be held at 6:00 p.m. at Black Mountain Town Hall. At that time, following the ballot voting, the Council will formally vote to appoint the member to the Council, and they will subsequently be sworn in and participate in that meeting, if in attendance.*





## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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**Appointment Period: Through December 2026**

**Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.**

**Appointment Date: May 11, 2026 Regular Monthly Council Meeting\***

### **Applicant Information**

Legal First Name: Debra Legal Last Name: NORMAN

Residential Address: 230 N Fork Rd

City: Black Mountain State: NC Zip Code: 28711

Mailing Address (if different): \_\_\_\_\_

Primary Phone: 919-410-1363

Other Phone: N/A

Email Address: debinormannc@gmail.com

### **Eligibility (Check Yes or No)**

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### **Application Questions**

1. What motivates you to serve as a member of the Black Mountain Town Council?

Please see attached

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## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

Please see attached

3. Describe your understanding of the Council-Manager form of government.

Please see attached

4. What are the most important elements in developing a municipal budget?

Please see attached

5. How would you ensure all voices in the community are represented?

Please see attached



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

---

### **Certification**

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to [N.C.G.S. §160A-86](#).

Signature: Dubro Gilman Date: 30 Apr 26

### **Submission Information**

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

- 1) In person at Town Hall, 160 Midland Ave., Monday-Friday, 8:00 a.m. – 5:00 p.m.
- 2) Via email: [wesley.barker@tobm.org](mailto:wesley.barker@tobm.org) and/or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

### **Contact Information for Questions:**

Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310  
[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

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## **Application to Fill Vacant Town Council Seat**

**Debra J. Norman**

**30apr26**

### **#1 What motivates you to serve as a member of the Black Mountain Council?**

I was massively depressed after the death of my parents and other life difficulties. I needed to make some life changes, but did not know what they were. I had never heard of Black Mountain and moving here was certainly not on my radar. January 2020, I came to visit a friend in Asheville; had lunch in Black Mountain and was overwhelmed by the feeling that I needed to move here. February 20, 2020, I closed on a house that I looked at once for about five minutes. Then COVID and lockdown hit. I spent lockdown walking around Lake Tomahawk, my neighborhood, down town and the town park. I quickly fell in love with Black Mountain and slowly healed.

In order to give back to the "Little Town that Rocks" I became part of the Historic Preservation Commission in 2024. In 2025 I joined the Fire Department's CERT Team (Community Emergency Response Team).

Helene hit all of our community hard and continues to affect us. Just like Black Mountain helped me heal, I want to work towards helping Black Mountain heal. I want to help work on our infrastructure, public safety and local services. I want to be involved in shaping our future growth and make a positive difference in our community and build resilience.

### **#2 Describe any relevant experience you may have and why you should be selected to fill this vacancy?**

I am a retired nurse with plenty of free time to work on helping to make Black Mountain continue to be a great place to live for all ages, races and political views.

For 10 years I was a travel nurse. This involved changing locations multiple times a year. The one thing I took from these experiences is there are 100's of ways of doing the same thing, and all of them can be right. I learned to be much more flexible and work with people from different backgrounds and beliefs. I learned to listen to what my patients, their family members and co-workers actually meant instead of what they were sometimes saying.

Most of the time I worked Labor and Delivery, Intensive Care or Emergency. From this I learned to handle fluid situations when everyone around me was stressed and time was of the essence.

For five years I owned my own business. I managed 6 nurses who consulted in assisted living facilities and skilled nursing homes across North Carolina, Virginia and South Carolina. I

handled all the marketing, budgeting and payments, scheduling, working with the clients, human resources, developing policies and procedures and clean up when things did not go as expected.

I used the knowledge I gained from working as a travel nurse and owning my own business when I transitioned to becoming a nurse consultant for a pharmacy that serviced assisted living facilities and skilled nursing facilities. As the nurse consultant I was responsible for developing the policies and procedures that allowed the pharmacy to bill Medicare and Medicaid. I also developed and conducted training programs for pharmacy staff and staff in our client facilities. I was responsible for developing and implementing the budgets for the programs. I was also responsible for conducting Medicaid required audits for the pharmacy.

In addition to my nursing degrees, I have a degree in Communications. While I was in college I was on the speech and debate teams and hold multiple national awards for speech and debate.

In addition, throughout my career I have been involved in public speaking, including being the Key Note Speaker at several conventions.

I am very active in the community including being a member of the Friends of Library, CERT Team, active in the Lakeview Center, serve on the Historic Preservation Commission and I am a member of Black Mountain Presbyterian Church. For the Presbyterian Church I am on the Congregational Living committee and am a member of the security team.

I am currently taking a grant writing course at Asheville Tech and if permitted, would like to work on writing grants for projects that will benefit the community.

I attend or watch on line every Council Meeting. I have made public addresses to the council, including speaking on behalf of parking for Lakeview Center.

### **#3 Describe your understanding of the Council-Manager form of government.**

The council is an elected body. The Manager is appointed by the council and is responsible to the council.

The council develops the budget based on income, community goals and needs. The council is also responsible for passing policies and laws

The manager manages the day-to-day operations of the town administration. The manager advises the council and makes budget recommendations based on income and needs.

### **#4 What are the most important elements in developing a municipal budget?**

The budget should be developed within the income available.

Strategic planning is utilized to develop a list of needs.

After reviewing the needs of the community, the needs are prioritized and short-term and long-term goals are developed.

After these actions have taken place, a budget is developed.

Budgeting a circle. Once the budget has been developed, project management and review must be conducted.

#### **#5 How would you ensure all voices in the community are represented?**

I have become very active in the community. I am a member of the Friends of the Library and will be assisting at their booth at the Market on Saturdays. This will me to talk directly with members of the community.

My other community activities (please see above) will allow me to be out in the community talking directly with our citizens. In addition, I will conduct town hall type of meetings at the local churches, and venues such as Peri Social.

Thank you for your consideration!





## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

Appointment Period: Through December 2026

Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.

Appointment Date: May 11, 2026 Regular Monthly Council Meeting\*

### Applicant Information

Legal First Name: JOHN Legal Last Name: RICHARDSON

Residential Address: 111 CHURCH ST.

City: BLACK MTN State: NC Zip Code: 28711

Mailing Address (if different): \_\_\_\_\_

Primary Phone: 828-337-7377

Other Phone: \_\_\_\_\_

Email Address: jrr828@gmail.com

### Eligibility (Check Yes or No)

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### Application Questions

1. What motivates you to serve as a member of the Black Mountain Town Council?

DOWNTOWN BUSINESS OWNER, PARENT, & LOVER OF  
THIS TOWN WHERE I'VE SPENT THE MAJORITY OF MY  
LIFE. I FEEL LIKE THE TOWN COUNCIL COULD REALLY BENEFIT  
FROM A DOWNTOWN BUSINESS OWNER'S EXPERIENCE &  
PERSPECTIVE.





## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

20+ YEARS LIVING & WORKING IN THE AREA.  
I'M RAISING MY FAMILY HERE. WHAT MAKES OUR TOWN  
DIFFERENT THAN OLD FORT OR SWANNANOA IS OUR DOWNTOWN.  
WE HAVE SUCH AN AMAZING OPPORTUNITY TO BRING OUR TOWN  
TOGETHER!

3. Describe your understanding of the Council-Manager form of government.

THE COUNCIL HIRES & GUIDES THE MANAGER,  
PROVIDING DIRECTION & OVERSIGHT.

4. What are the most important elements in developing a municipal budget?

OPERATIONAL REALITIES PAIRED WITH  
COMMUNITY PRIORITIES.

5. How would you ensure all voices in the community are represented?

I WOULD BE THE SAME TYPE OF PERSON I AM  
AS A BUSINESS OWNER — EVERYONE IS WELCOME &  
INVITED TO BE A PART OF THE PARTY. I'VE BEEN  
LIVING THIS REALITY IN THIS TOWN FOR OVER 20 YEARS!



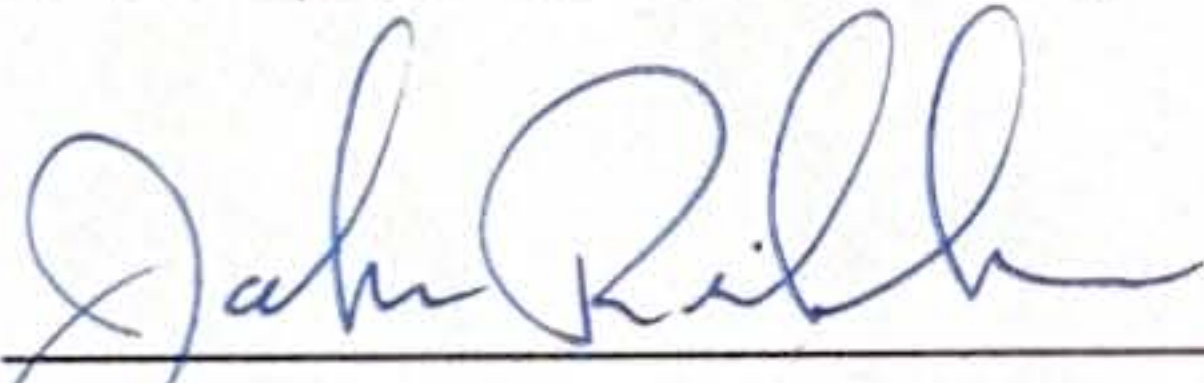


## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### Certification

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to N.C.G.S. §160A-86.

Signature:  Date: 5/6/2026

### Submission Information

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

- 1) In person at Town Hall, 160 Midland Ave., Monday-Friday, 8:00 a.m. – 5:00 p.m.
- 2) Via email: [wesley.barker@tobm.org](mailto:wesley.barker@tobm.org) and/or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

### Contact Information for Questions:

Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310  
[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

*\*Town Council will review the applications and will vote via ballot method at the beginning of the May 11<sup>th</sup>, 2026 regular monthly Town Council meeting, which will be held at 6:00 p.m. at Black Mountain Town Hall. At that time, following the ballot voting, the Council will formally vote to appoint the member to the Council, and they will subsequently be sworn in and participate in that meeting, if in attendance.*





## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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**Appointment Period: Through December 2026**

**Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.**

**Appointment Date: May 11, 2026 Regular Monthly Council Meeting\***

### Applicant Information

Legal First Name: MICHAEL Legal Last Name: ROBERTS

Residential Address: 132 FAZANAY DR

City: BLACK MOUNTAIN State: NC Zip Code: 28711

Mailing Address (if different): SAME

Primary Phone: 828-989-3407

Other Phone: 828-669-5969

Email Address: MICHAEL@EPILCYCLESNC.COM

### Eligibility (Check Yes or No)

1. Are you a registered voter in Buncombe County? ☒ Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ Yes ☐ No
3. Are you 21 years of age or older? ☒ Yes ☐ No

### Application Questions

1. What motivates you to serve as a member of the Black Mountain Town Council?

I LOVE WESTERN NORTH CAROLINA. SPENDING MOST OF MY LIFE  
HERE, I HAVE A GOOD IDEA OF WHAT PROBLEMS ARE IMPORTANT  
TO THE COMMUNITY. AS A LOCAL BUSINESS OWNER I WANT TO  
SEE THE TOWN SUCCEED AND GROW. I BELIEVE I CAN HELP AND  
MAKE BLACK MOUNTAIN STRONGER AND A EVEN BETTER PLACE  
TO LIVE.



## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

I HAVE FOUNDED, AND RAN, SEVERAL SUCCESSFUL COMPANIES, ADDITIONALLY I SERVE ON THE BOARD FOR LAKEWOOD CHURCH AND THE BOARD FOR THE CHAMBERS OF COMMERCE. ALL OF MY LIFE I HAVE BEEN EXPOSED TO THIS TYPE OF ORGANIZATIONAL STRUCTURE.

3. Describe your understanding of the Council-Manager form of government.

THE COUNCIL IS THE PART OF THE LOCAL GOVERNMENT THAT IMPLEMENTS TOWN POLICIES, MANAGES LOCAL TAX RATES, AND PROVIDES/APPROVES THE BUDGET. THE MANAGER USES THE BUDGET ETC. TO POSITIVELY MANAGE AND RUN THE TOWN EFFECTIVELY. HE DECIDES WHAT PROJECTS, CHANGES, ETC. GET DONE.

4. What are the most important elements in developing a municipal budget?

TRANSPARENCY IS FIRST. ALWAYS BE OPEN ABOUT REASONS AND ACTIONS. THE BUDGET NEEDS TO ADDRESS THE BIGGEST ISSUES IN THE TOWN AND APPLY THE NECESSARY FUNDS TO ACCOMPLISH THEM WITHOUT NEGLECTING THE OTHER ISSUES. I FIND ASKING MYSELF TO IDENTIFY THE ISSUES AS "NEEDS" OR "WANTS" WORKS WELL.

5. How would you ensure all voices in the community are represented?

LISTEN. WHEN PEOPLE TALK, BE QUIET AND LISTEN. BEING ENGAGED IN THE COMMUNITY ALLOWS YOU TO HEAR IDEAS FROM ALL PEOPLE AND ALL SIDES. ATTEND FUNCTIONS, ATTEND EVENTS, READ WHAT ISSUES PEOPLE ARE WRITING ABOUT.

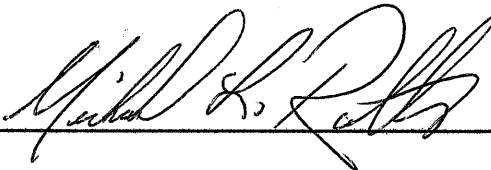


## TOWN OF BLACK MOUNTAIN APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### **Certification**

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to N.C.G.S. §160A-86.

Signature:  Date: May 6, 2026

### **Submission Information**

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

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160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310  
[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

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APPLICATION TO  
SEAT

## FILL VACANT TOWN COUNCIL

Appointment Period: Through December 2026

~~Application Deadline: Wednesday, May 6, 2026 at 5:00 p.m.~~

Appointment Date: May 11, 2026 Regular Monthly Council Meeting\*

**Applicant Information**Legal First Name: Sharon Legal Last Name: TaborResidential Address: 141 N. Fork Rd.City: Black Mountain State: NC Zip Code: 28711

Mailing Address (if different): \_\_\_\_\_

Primary Phone: 828-793-0930 (c)

Other Phone: \_\_\_\_\_

Email Address: stabornc@gmail.com**Eligibility (Check Yes or No)**

1. Are you a registered voter in Buncombe County? ☒ X Yes ☐ No
2. Do you live within the municipal limits of Black Mountain? ☒ X Yes ☐ No
3. Are you 21 years of age or older? ☒ X Yes ☐ No

**Application Questions**

1. What motivates you to serve as a member of the Black Mountain Town Council?

Giving back to the community where one lives is a duty and obligation of living in that area.

Black Mountain has many challenges the next few years with recovery after Helene, growth, and a shifting population composition that will impact future revenue and create employment challenges. My professional and personal experiences can provide insight and creative solutions to challenging situations.

**APPLICATION TO  
SEAT****FILL VACANT TOWN COUNCIL**

- 
2. Describe any relevant experience you may have and why you should be selected to fill this vacancy?

Over 40 years of budgeting and financial management expertise in corporate, non-profit, and tax based organizations, as a volunteer or employee, with budgets between \$350K to \$.6M in revenue. My professional experience in retail, hospitality, tourism, historic preservation, event planning and building restoration, and construction provides an intimate understanding of the community base. I also have a working knowledge of Open Meetings, Open Records, and Parliamentary procedure.

3. Describe your understanding of the Council-Manager form of government.

I have experience working with both Council-Manager and Mayor-Council governments. In the Council-Manager form, the town manager handles day to day operations, without the intervention of the council, and makes recommendations to the Council on current issues. The Council provides leadership, advice, and makes decision at the macro level which impacts the community at large.

4. What are the most important elements in developing a municipal budget?

Elements involved in developing any budget requires a knowledge of revenue streams, debt service required for infrastructure repair and maintenance, operational needs, and creating a balanced budget based on that knowledge. Budgets are snapshots and guides

5. How would you ensure all voices in the community are represented?

I am a strong proponent of equality and fairness, regardless of opinion. Being open to listening, and hearing, what is being conveyed is critical. Decisions should be made based on the will of the people, unless confidential information sways a decision. Not everyone will be happy with decisions at the long range macro level that may negatively impact the short-term micro level. Attendance at community events is important. Social media should be monitored but not ignored.



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## APPLICATION TO FILL VACANT TOWN COUNCIL SEAT

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### **Certification**

I certify that the information provided is true and complete. I further understand that if appointed, I will abide by the local governing board's code of ethics and rules of procedure, <https://tinyurl.com/tobmethics>, which is pursuant to [N.C.G.S. §160A-86](#).

**Signature:**

**Date:** 5/2/2026

### **Submission Information**

Submit applications to Town Clerk Wesley Barker by 5:00 pm on Wednesday, May 6<sup>th</sup>, 2026 in the following ways:

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- 2) Via email: [wesley.barker@tobm.org](mailto:wesley.barker@tobm.org) and/or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)
- 3) Via USPS: Town of Black Mountain, Attn: Town Clerk, 160 Midland Ave., Black Mountain, NC 28711

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Wesley M. Barker, Town Clerk  
160 Midland Ave., Black Mountain, NC 28711  
(828) 419-9310

[wesley.barker@tobm.org](mailto:wesley.barker@tobm.org), or [town.clerk@tobm.org](mailto:town.clerk@tobm.org)

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## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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|                        |                                                                                       |                      |                |
|------------------------|---------------------------------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Wesley Barker, Town Clerk                                                             | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | Organizational Meeting                                                                | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Appointment to Black Mountain Center for the Arts Board of Directors - Primary Member |                      |                |

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

Motion to appoint \_\_\_\_\_ to serve as the regular member on the Black Mountain Center for the Arts Board representing the Town of Black Mountain.

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### **SUMMARY:**

Council Member Pam King resigned effective April 24, 2026. She was the Town Council's appointed delegate, serving as primary member of the Black Mountain Center for the Arts Board for the Town. Vice Mayor Archie Pertiller is the current appointed alternate to this Board. Council should consider another appointment of a member to serve on the Center for the Arts Board as regular member, or appoint an alternate member, if Vice Mayor Pertiller wishes to move from alternate to regular member. Their board meetings are held on the 4th Tuesday of the month at 5:30 pm.

### **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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|                        |                                                                             |                      |                |
|------------------------|-----------------------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Wesley Barker, Town Clerk                                                   | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | Organizational Meeting                                                      | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Appointment to French Broad River MPO Board of Directors - Alternate Member |                      |                |

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

Motion to appoint \_\_\_\_\_ to the French Broad River MPO Board of Directors as the alternate delegate for the Town of Black Mountain.

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### **SUMMARY:**

Council Member Pam King resigned effective April 24, 2026. She was the Town Council's appointed alternate delegate on the French Broad River MPO Board of Directors. Vice Mayor Archie Pertiller is the current appointed regular member to this Board. Council should consider an alternate member appointment for the MPO Board of Directors who would attend if Vice Mayor Pertiller is unable to.

### **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



# **Resolution**



## **A RESOLUTION OF THE TOWN COUNCIL RECOGNIZING PAM KING FOR HER SERVICE TO THE TOWN OF BLACK MOUNTAIN RESOLUTION NO. # R-26-42**

**WHEREAS**, Pam King faithfully served the citizens of the Town of Black Mountain as a member of the Town Council from December 2020 through April 2026; and

**WHEREAS**, during her tenure on the Town Council, Pam King demonstrated exceptional dedication to public service through her attention to detail, thoughtful consideration of issues, and thorough approach to governance; and

**WHEREAS**, Pam King consistently carried out her duties with care and professionalism, striving to make informed decisions that reflected the best interests and well-being of the residents, staff, and community of Black Mountain; and

**WHEREAS**, Pam King represented the Town admirably by serving on the Land of Sky Regional Council Board of Delegates, and the Black Mountain Center for the Arts Board of Directors; and

**WHEREAS**, Pam King holds the distinction of being the twelfth female to serve as a Town Council member since the incorporation of the Town of Black Mountain in 1893, representing an important milestone in the Town's civic history; and

**WHEREAS**, the Town Council wishes to formally recognize and express its sincere appreciation for Pam King's commitment, service, and contributions to the Town of Black Mountain and its citizens;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Black Mountain that the Council hereby extends its gratitude and appreciation to Pam King for her dedicated service and extends its best wishes to her in all future endeavors, and this resolution will be presented to Pam King, and a copy placed within the town records.

**ADOPTED** by the Black Mountain Town Council this 11th day of May 2026.

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

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

\_\_\_\_\_  
Alice Berry, Council Member

\_\_\_\_\_  
Doug Hay, Council Member

\_\_\_\_\_  
Ryan Stone, Council Member

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





## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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|                        |                                                                                                          |                      |                |
|------------------------|----------------------------------------------------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Ryan Stone, Town Council Member                                                                          | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | Proclamations, Awards, Recognitions, Special Resolutions                                                 | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Consideration of Resolution Asking HCA CEO Sam Hazen to Engage Directly with Stakeholders in Western NC. |                      |                |

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

Motion to approve this resolution as recommended.

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### **SUMMARY:**

This special resolution was approved by the Land of Sky Regional Council Board of Directors on March 25, 2026 and asks Mr. Sam Hazen, CEO of HCA, to come to Western NC and meet with elected officials, healthcare advocates, and other community leaders and be accountable for HCA's decisions at Mission Health, and engage in a collaborative and transparent dialogue to develop a plan for long term, permanent improvement at Mission Hospital and throughout the Mission Health system. A copy of the resolution approved by the Land of Sky Regional Council (LOSRC) board is attached, as well as the draft of a resolution for the Town of Black Mountain Council to consider approval of which further emphasizes the LOSRC resolution.

### **BUDGET IMPACT:**

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

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

### **ATTACHMENTS:**

1. TOBM Resolution asking HCA CEO to Engage Directly with WNC Stakeholders
2. LOSRC Board of Delegates HCA Resolution approved 3.25.26

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

**A RESOLUTION ASKING HCA CEO SAM HAZEN TO ENGAGE DIRECTLY WITH  
STAKEHOLDERS IN WESTERN NORTH CAROLINA**

**RESOLUTION NO. #R-26-41**

**WHEREAS**, Mission Health, which includes Mission Hospital in Buncombe County and five satellite hospitals in Transylvania, Macon, Jackson, Mitchell, and McDowell Counties, is the healthcare backbone of Western North Carolina; and

**WHEREAS**, Mission Hospital is the only Level I trauma center west of Charlotte and only tertiary care hospital in the 18 westernmost counties; and

**WHEREAS**, for profit, publicly-traded HCA bought nonprofit Mission Health in 2019 and quickly made significant changes, including reducing Mission Hospital staff by the hundreds, closing primary care practices, and reducing many services previously offered; and

**WHEREAS**, hundreds of long-serving and highly skilled nurses and physicians, as well as numerous physician practices, have left Mission Health and especially Mission Hospital; and

**WHEREAS**, due to these staffing reductions and other management decisions, Mission Hospital has been cited by the federal Centers for Medicare and Medicaid Services (CMS) for Immediate Jeopardy in 2021, 2024, 2025, and 2026; and

**WHEREAS**, Mission Hospital was found to have violated the federal Emergency Medical Treatment and Labor Act in 2024 and 2025; and

**WHEREAS**, other hospitals in the Mission Health system have also experienced regulatory censure, including Mission McDowell Hospital and Blue Ridge Regional Hospital in Spruce Pine being cited for Immediate Jeopardy in 2021 and 2023, respectively; and

**WHEREAS**, HCA has failed to provide sufficient resources and support for its staff, has failed to act on recommendations from nurses, and has created a culture in which doctors, nurses and staff are hesitant to raise quality of care concerns with management; and

**WHEREAS**, Mr. Sam Hazen, CEO of HCA, said at the time of purchase: “We are excited that Mission Health chose to be part of the HCA Healthcare family. We look forward to investing in western North Carolina and ensuring Mission Health's 133-year tradition of caring continues for years to come. This is a model partnership and one we hope will be replicated to benefit many similar communities.”; and

**WHEREAS**, due to HCA’s management, Mission Health's tradition of caring has been severely impaired; and

**WHEREAS**, HCA leaders, including Mission CEO Greg Lowe, have not met with community members at public forums or meaningfully engaged community stakeholders to discuss conditions at Mission Hospital; and

**WHEREAS**, HCA and Mission Hospital are not transparent or accountable to our community; and

**WHEREAS**, the Land of Sky Regional Council Board of Delegates adopted this resolution on March 25, 2026; and

**WHEREAS**, the Town of Black Mountain Town Council desires to join regional partners in expressing these concerns and advocating for the health and well-being of its residents;

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

1. The Town of Black Mountain hereby affirms and adopts the intent of the resolution approved by the Land of Sky Regional Council Board of Delegates on March 25, 2026.
2. The Town Council calls on Mr. Sam Hazen, as the leader of HCA, to come to Western North Carolina and meet with elected officials, healthcare advocates, and other community leaders, be accountable for HCA's decisions at Mission Health, and engage in a collaborative and transparent dialogue to develop a plan for long term, permanent improvement at Mission Hospital and throughout the Mission Health system.

**ADOPTED** this 11th day of May, 2026.

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C. Michael Sobol, Mayor

ATTEST:

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Wesley M. Barker, Town Clerk



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Asheville, NC 28806

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## Resolution No. 01-2026

### **Resolution Asking HCA CEO Sam Hazen To Engage Directly With Stakeholders In Western North Carolina**

WHEREAS, Mission Health, which includes Mission Hospital in Buncombe County and five satellite hospitals in Transylvania, Macon, Jackson, Mitchell, and McDowell Counties, is the healthcare backbone of Western North Carolina; and

WHEREAS, Mission Hospital is the only Level I trauma center west of Charlotte and only tertiary care hospital in the 18 westernmost counties; and

WHEREAS, for profit, publicly-traded HCA bought nonprofit Mission Health in 2019 and quickly made significant changes, including reducing Mission Hospital staff by the hundreds, closing primary care practices, and reducing many services previously offered; and

WHEREAS, hundreds of long-serving and highly skilled nurses and physicians, as well as numerous physician practices, have left Mission Health and especially Mission Hospital; and

WHEREAS, due to these staffing reductions and other management decisions, Mission Hospital has been cited by the federal Centers for Medicare and Medicaid Services (CMS) for Immediate Jeopardy in 2021, 2024, 2025, and 2026; and

WHEREAS, Mission Hospital was found to have violated the federal Emergency Medical Treatment and Labor Act in 2024 and 2025;

WHEREAS, other hospitals in the Mission Health system have also experienced regulatory censure, including Mission McDowell Hospital and Blue Ridge Regional Hospital in Spruce Pine being cited for Immediate Jeopardy in 2021 and 2023, respectively; and

WHEREAS, HCA has failed to provide sufficient resources and support for its staff, has failed to act on recommendations from nurses, and has created a culture in which doctors, nurses and staff are hesitant to raise quality of care concerns with management; and

WHEREAS, Mr. Sam Hazen, CEO of HCA, said at the time of purchase: "We are excited that Mission Health chose to be part of the HCA Healthcare family. We look forward to investing in western North Carolina and ensuring Mission Health's 133-year tradition of caring continues for years to come. This is a model partnership and one we hope will be replicated to benefit many similar communities."; and

WHEREAS, due to HCA's management, Mission Health's tradition of caring has been severely impaired; and

WHEREAS, HCA leaders, including Mission CEO Greg Lowe, have not met with community members at public forums or meaningfully engaged community stakeholders to discuss conditions at Mission Hospital; and

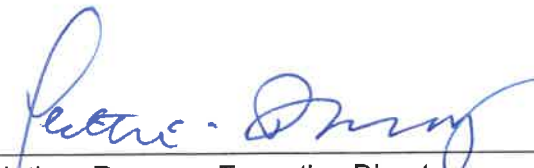
WHEREAS, HCA and Mission Hospital are not transparent or accountable to our community.

NOW THEREFORE, we call on Mr. Sam Hazen, as the leader of HCA, to come to Western North Carolina and meet with elected officials, healthcare advocates, and other community leaders, be accountable for HCA's decisions at Mission Health, and engage in a collaborative and transparent dialogue to develop a plan for long term, permanent improvement at Mission Hospital and throughout the Mission Health system.

Adopted by Land of Sky Regional Council on March 25, 2026.

  
\_\_\_\_\_  
Mayor Maureen Copelof, Board Chair

Attest:

  
\_\_\_\_\_  
Nathan Ramsey, Executive Director



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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|                        |                                                             |                      |                |
|------------------------|-------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Richard Hicks, Interim Town Manager                         | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | Communications from Staff, Councils, Commissions & Agencies | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Introduction of Jacob Guiot, Recreation & Parks Director    |                      |                |

**SUGGESTED MOTION(S):**

n/a

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**SUMMARY:**

Introduction of the Town's new Recreation & Parks Director Jacob Guiot

**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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|                        |                                                                   |                      |              |
|------------------------|-------------------------------------------------------------------|----------------------|--------------|
| <b>SUBMITTER:</b>      | Matt Begley, Budget Analyst                                       | <b>MEETING DATE:</b> | May 11, 2026 |
| <b>AGENDA SECTION:</b> | Communications from Staff,<br>Councils, Commissions &<br>Agencies | <b>DEPARTMENT:</b>   | Finance      |
| <b>TITLE OF ITEM:</b>  | Presentation on Town Capital Projects and Grants                  |                      |              |

**SUGGESTED MOTION(S):**  
n/a- staff presentation only.

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### SUMMARY:

Council has requested an update from staff on the status of the Town's capital projects and grants. These include all Helene recovery projects and mitigation projects among others. Town Budget Analyst Matt Begley will make a presentation and answer questions from Town Council on the capital projects and grants environment.

### 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. Projects & Grants Spreadsheet- updated on 5-11-26



| Project Type | Status Summary      | Project                                                                                                                     | Project Area         | Total Est. Cost       | Funding Type | Funding Agency                | Obligated Funding     | Funding Received                                | Cash Flow Source                                                    | Cash Flow Amount | Status                                                                                                                                       | Next Step                                                                                                                               |  |  |
|--------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|--------------|-------------------------------|-----------------------|-------------------------------------------------|---------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Capital      | Active              | Public Safety Temporary Facilities                                                                                          | Temporary Facilities | TBD                   | Grant        | *FEMA PA                      | *\$0                  |                                                 | Reimbursement for EOC FEMA Project                                  | \$178,728        | First appeal to FEMA on project denied (4/30/2026) - Determination appears to have been made without the inclusion of the engineer's report. | In the process of drafting a 2nd Appeal for the project. Reaching out to various contacts to get appeal prioritized.                    |  |  |
| Capital      | Active              | Public Safety Building Engineering                                                                                          | Buildings            | TBD                   | Grant        | NC Helene Capital             | \$1,072,000           | No                                              | Potentially cash flow while submitting 2nd FEMA Appeal              |                  | Clarifying scoping to prevent duplication of benefits w/potential FEMA - Drafting Initial Scope                                              | Will likely need to request funds before result of 2nd FEMA Appeal                                                                      |  |  |
|              | Future              | Public Safety Building Construction                                                                                         |                      |                       | Grant        | *CDBG (Infrastructure)        | \$10,000,000          | Preparing Application for CDBG-DR due in August |                                                                     |                  | Submitting Application in August                                                                                                             |                                                                                                                                         |  |  |
|              |                     |                                                                                                                             |                      |                       | Grant        | *Congressional Appropriation  | \$5,000,000           |                                                 |                                                                     |                  |                                                                                                                                              | This process has not been formally started                                                                                              |  |  |
| Capital      | Active              | Public Works & Planning Temporary Offices                                                                                   | Temporary Facilities | TBD                   | Grant        | FEMA PA                       | \$34,000 per month    | Yes                                             |                                                                     |                  | Requesting an extension of the project due 5/19                                                                                              | Await response on Temporary Facilities extension request                                                                                |  |  |
| Capital      | Active              | Public Works Building Engineering                                                                                           | Buildings            | TBD                   | Grant        | FEMA PA                       | *\$80,911.52          | Yes                                             | Insurance Proceeds                                                  | \$1,500,000      | Domokur is conducting independent damage assessment                                                                                          | Provide FEMA with independent damage assessment to update scope                                                                         |  |  |
|              | Future              | Public Works Building Construction                                                                                          |                      |                       |              |                               |                       |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | On Hold             | Veteran's Park Restrooms and Concession Stands Engineering                                                                  | Buildings            | ~\$2,000,000          | Grant        | FEMA PA                       | *\$292,336.24         | No                                              |                                                                     |                  | Looking for further funding sources. FEMA funding only covers specific eligible activities for this project.                                 |                                                                                                                                         |  |  |
|              | Future              | Veteran's Park Restrooms and Concession Stands Construction                                                                 |                      |                       | Grant        | NC Helene Capital             | \$350,000             | No                                              |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Active              | Golf Maintenance Building Engineering                                                                                       | Buildings            | ~\$1,886,488          | Grant        | NC Helene Capital             | \$1,000,000           | No                                              |                                                                     |                  | Received Feasibility study 5/4/26                                                                                                            | Review feasibility study<br>Await award of LIFT Projects<br>Coordinate scopes of FEMA vs. NC Helene Capital & submit State Grant Budget |  |  |
|              | Future              | Golf Maintenance Building Construction                                                                                      |                      |                       | Grant        | *LIFT (Buncombe TDA)          | \$1,300,000           |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
|              |                     |                                                                                                                             |                      |                       | Grant        | FEMA PA                       | *\$21,541.50          | Yes                                             |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | On Hold             | Town Hall and Police Station Car Port                                                                                       | Buildings            | \$66,259              | Grant        | FEMA PA                       | *\$50,749             | Yes                                             |                                                                     |                  | Waiting to schedule - Disruptive Project                                                                                                     | Confirm FEMA is able to cover full cost (painting full wall) and remove Car Port from project                                           |  |  |
| Capital      | Future              | Center for the Arts Elevator & Other Repairs                                                                                | Buildings            | TBD                   | Grant        | *CDBG                         | TBD                   |                                                 |                                                                     |                  | Preparing Application for CDBG-DR due in August                                                                                              | Submitting Application in August                                                                                                        |  |  |
| Capital      | On Hold             | HMGP - Generators for Critical Facilities                                                                                   | Buildings            | \$1,233,024           | Grant        | *FEMA HMGP                    | *\$1,233,024.00       |                                                 |                                                                     |                  | Submitted to NCEM, Under Review<br>FEMA funding only covers specific activities, project on hold                                             |                                                                                                                                         |  |  |
| Capital      | On Hold             | Lakeview Senior Center                                                                                                      | Buildings            | TBD                   | Grant TOBM   | FEMA PA Helene Fund           | *\$57,399.48          | No                                              |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Completed           | Golf Pro Shop                                                                                                               | Buildings            | \$9,374               | TOBM         | Insurance                     |                       |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Completed<br>Active | Hilltop Road Engineering<br>Hilltop Road Construction                                                                       | Roads                | \$660,885             | Grant        | FEMA PA                       | *\$58,459.00          | Yes<br>No                                       | Cash Flow Loan                                                      | \$541,540        | FEMA has started approval process for full amount.                                                                                           | Finish drafting construction contract documents and sign                                                                                |  |  |
| Capital      | Completed           | Town Roads Groups 1&2 Engineering                                                                                           | Roads                | ~\$800,000            | Grant        | FEMA PA                       | *\$635,524.95         | No                                              | Cash Flow Loan                                                      | \$783,000        | Reviewing differences between Engineer report and FEMA damages                                                                               | Submit engineer reported damages and recommended method of repair to FEMA                                                               |  |  |
|              | Future              | Town Roads Groups 1&2 Construction                                                                                          | Roads                |                       |              |                               |                       | No                                              |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Active              | Cragmont Road (below the dam) Engineering                                                                                   | Roads                | \$250,000             | Grant        | NC Helene Capital             | \$50,000              | No                                              | Cash Flow Loan                                                      | \$200,000        | McAdams filling out Detailed Damage Inspection Report                                                                                        | Coordinating with DOT on project agreement                                                                                              |  |  |
|              | Future              | Cragmont Road (below the dam) Construction                                                                                  |                      |                       | Grant        | FHWA                          | \$200,000             | No                                              |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Active              | 9th Street Bridge Replacement                                                                                               | Roads                | \$200,000             | Grant TOBM   | NCDOT TOBM                    | \$160,000<br>\$40,000 | *Yes                                            |                                                                     |                  | DOT Putting Bid out on 5/9                                                                                                                   | Review and Award                                                                                                                        |  |  |
| Capital      | Completed           | Town Roads Group 1 FAL only                                                                                                 | Roads                | \$17,192              | Grant        | FEMA PA                       | \$17,192              | Yes                                             |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Active              | Vehicles all Departments (USDA CF DAF)                                                                                      | Vehicles             | \$556,404             | Grant        | *USDA Disaster Assistace Fund | \$556,404             |                                                 |                                                                     |                  | Developing Pre-application with Land of Sky                                                                                                  |                                                                                                                                         |  |  |
| Capital      | Active              | Sanitation and Recycling (HRRI)                                                                                             | Vehicles             | \$525,000             | Grant        | NC DEQ                        | \$525,000             | No                                              |                                                                     |                  | Waiting for contract from NC DEQ                                                                                                             |                                                                                                                                         |  |  |
| Capital      | Active<br>Future    | Bridge and Connection at I-40 at Veteran's Park Engineering<br>Bridge and Connection at I-40 at Veteran's Park Construction | Parks                | \$1,323,270+          | Grant        | FEMA PA                       | *\$1,323,270          | No                                              | Cash Flow Loan                                                      | \$120,000        | Kimley-Horn working on hazard mitigation scoping                                                                                             | Submit hazard mitigation scoping to FEMA                                                                                                |  |  |
| Capital      | Active<br>Future    | Flat Creek Greenway Engineering<br>Flat Creek Greenway Construction                                                         | Parks                | TBD                   | Grant        | FEMA PA                       | *\$78,950             | Yes                                             | Cash Flow Loan                                                      | \$35,000         | Anchor QEA MSA as an item this Town Council Meeting                                                                                          |                                                                                                                                         |  |  |
|              |                     |                                                                                                                             |                      |                       |              |                               | TBD                   |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Active              | Riverwalk Greenway 1 (EB5547 – A)                                                                                           | Parks                | \$4,910,000           | TOBM         | FHA - NCDOT                   | \$2,352,000           | *Yes                                            |                                                                     |                  | 90% Design complete.                                                                                                                         | Get approval for new signal                                                                                                             |  |  |
|              |                     | Grant                                                                                                                       |                      |                       | FHA - NCDOT  | \$1,576,000                   | *Yes                  |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
|              |                     | Riverwalk Greenway 2 (EB5547 – B)                                                                                           |                      |                       | TOBM         | Local 20% Match               | \$394,000             |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Active              | Community Garden Irrigation & Water - and Food Safety Misc.                                                                 | Parks                | \$50,000              | Grant        | CFWNC                         | \$50,000              | Yes                                             |                                                                     |                  | Drilling Well 4/27-4/29                                                                                                                      | Closeout                                                                                                                                |  |  |
| Capital      | Active              | Golf Course Bridges & Culverts                                                                                              | Golf                 | \$86000 + \$20,317.77 | TOBM         | *Helene Fund                  | \$110,196             |                                                 | Reimbursement on Golf Irrigation Project (Reflected in Helene Fund) | \$110,196        | We have reached out to various contractors and have a quote. Working on determining whether still eligible for FEMA.                         | Sign contract with chosen contractor.                                                                                                   |  |  |
|              |                     |                                                                                                                             |                      |                       | Grant        | *FEMA PA                      | TBD                   |                                                 |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |
| Capital      | Completed           | Dog Park/River Park, & Tomahawk Park                                                                                        | Parks                | \$38,075              | Grant        | FEMA PA                       | \$38,075              | Yes                                             |                                                                     |                  |                                                                                                                                              |                                                                                                                                         |  |  |

| Capital | Completed           | Vet Park features ex. baseball, disc golf                                                                                                       | Parks        |             | Donation        |                            |                      |            |                    | Currently 3 fields - will take extra funding to make 4th field / Can leave as a flexible field space |                                                                                                                                |                                                |
|---------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-----------------|----------------------------|----------------------|------------|--------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Capital | Completed           | Golf Course Irrigation                                                                                                                          | Golf         | \$110,196   | Grant           | FEMA PA                    | \$110,196            | Yes        |                    | Reimbursement cycled back to cash flow bridges                                                       |                                                                                                                                |                                                |
| Capital | Active              | Fairway Dr. / Tomahawk Ave. Stormwater Diversion Project                                                                                        | Stormwater   | \$143,893   | Grant TOBM      | Buncombe County Stormwater | \$75,000<br>\$68,893 | Yes<br>Yes |                    | Under Construction & should finish soon                                                              | Complete & Anne presentation for Buncombe County                                                                               |                                                |
| Capital | Active              | River Restoration Engineering                                                                                                                   | Stormwater   | TBD         | Grant           | *FEMA PA                   | TBD                  |            |                    | Repeatedly failed to be included by FEMA - Reached out to State for records                          | Determine if this can be included in FEMA project or separate out into Blueprint/Hazard Mitigation on Vet. Park Bridge project |                                                |
|         | Active              | Swannanoa River Floodbench West - Vet. Park (NC Blueprint)                                                                                      |              |             | Grant           | NC DEQ                     | \$1,650,000          | No         |                    | Finalizing scoping on formal application (differentiate potential FEMA scope)                        | Submit formal scope to NC DEQ                                                                                                  |                                                |
|         | Future              | River Restoration Construction / Swannanoa Floodbench West Construction                                                                         |              |             |                 |                            |                      |            |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | Completed<br>Active | Swannanoa River Floodbench East - SRW-SW-ARP-0026 (LASII) Engineering<br>Swannanoa River Floodbench East - SRW-SW-ARP-0026 (LASII) Construction | Stormwater   | \$5,000,000 | Grant           | NC DEQ (LASII)             | \$5,000,000          | *Yes       |                    | Scheduling Public Hearing                                                                            | Pre-construction meeting, then begin work                                                                                      |                                                |
| Capital | Active<br>Future    | Flat Creek Flood Mitigation Engineering<br>Flat Creek Flood Mitigation Construction                                                             | Stormwater   | \$1,938,000 | Grant           | NCEMLTR                    | \$1,938,000          | No         |                    | Kimley-Horn developing scope and fee for project                                                     | Bring proposed scope and fee to Town Council                                                                                   |                                                |
| Capital | Active<br>Future    | Sutton Ave. Stormwater Phase I (SmallBiz) Engineering<br>Sutton Ave. Stormwater Phase I (SmallBiz) Construction                                 | Stormwater   | \$1,000,000 | Grant           | NC Dept Commerce           | \$1,000,000          | No         |                    | McAdams developing scope and fee for project                                                         | Bring proposed scope and fee to Town Council                                                                                   |                                                |
| Capital | Active              | Flat Creek StRAP Project                                                                                                                        | Stormwater   | \$317,055   | Grant           | NC Dept Agriculture        | \$317,054            | No         |                    | Design 90%                                                                                           | Put out for bid                                                                                                                |                                                |
| Capital | Completed           | SCMs                                                                                                                                            | Stormwater   | \$53,520    | Grant           | FEMA PA                    | \$205,483            | Yes        |                    | Cost savings can be rerouted to other FEMA projects                                                  |                                                                                                                                |                                                |
| Capital | Active              | Water System Resilience (SRF)                                                                                                                   | Water System |             | Forgivable Loan | DWI (SRF)                  | \$4,886,922          |            |                    | RFQ posted / in process of differentiating scopes with FEMA PA Water Projects                        | Score RFQs                                                                                                                     |                                                |
| Capital | On Hold             | Water Distribution System                                                                                                                       | Water System | TBD         | Grant           | FEMA PA                    | *\$915,000.00        | No         | NC DEQ Bridge Loan | \$1,043,390                                                                                          | In process of differentiating documentation in FEMA scoping and insurance claim                                                | TBD                                            |
| Capital | On Hold             | Water Tank Cleaning                                                                                                                             | Water System |             | Grant           | FEMA PA                    | *\$47,008.54         | Yes        |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | On Hold             | Wellhouse at Vet Park                                                                                                                           | Water System |             | Grant           | FEMA PA                    | *\$25,945.14         | Yes        |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | On Hold             | Water Booster Stations                                                                                                                          | Water System |             | Grant           | FEMA PA                    | *\$97,247.08         | No         |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | On Hold             | Damages to Pump Houses and Wells                                                                                                                | Water System |             | Grant           | FEMA PA                    | *\$70,809.66         | No         |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | On Hold             | Well House 10, 19, & 20                                                                                                                         | Water System |             | Grant           | FEMA PA                    | *\$41,370.26         | No         |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | On Hold             | HMGP - SCADA Capacity Improvements                                                                                                              | Water System |             | Grant           | *FEMA HMGP                 | \$78,094             |            |                    | Determining whether necessary with SRF Funding Availability / Submitted to NCEM, Under Review        | TBD                                                                                                                            |                                                |
| Capital | On Hold             | HMGP - Waterline Relocation & Stream Crossings                                                                                                  | Water System |             | Grant           | *FEMA HMGP                 | \$3,361,785          |            |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | Active              | US-70 Waterline Replacement                                                                                                                     | Water System | \$500,000   | Grant           | ARPA                       | \$500,000            | *Yes       |                    | Design complete.                                                                                     | Put out for bid                                                                                                                |                                                |
| Capital | Active<br>Future    | Lake Tomahawk Dam and Spillway Engineering<br>Lake Tomahawk Dam and Spillway Construction                                                       | Other        | TBD         | Grant           | FEMA PA                    | *\$8,800.00<br>TBD   | Yes        | Cash Flow Loan     | \$725,032                                                                                            | SM&E working on design                                                                                                         | Finish Design and run by FEMA                  |
| Capital | On Hold             | Watershed Dam (Lower) Engineering                                                                                                               | Other        | TBD         | Grant           | FEMA PA                    | *\$217,153.12        | Yes        |                    |                                                                                                      | Waiting to determine if breaching is preferred option - asking FEMA if breaching works as a method of repair                   | Give SM&E direction on preferred design option |
|         | Future              | Watershed Dam (Lower) Construction                                                                                                              |              |             |                 |                            |                      |            |                    |                                                                                                      |                                                                                                                                |                                                |
| Capital | Active<br>Future    | Oconeechee Sinkhole & Sunset Dr. Sinkhole Engineering<br>Oconeechee Sinkhole & Sunset Dr. Sinkhole Construction                                 | Other        | TBD         | Grant           | FEMA PA                    | *\$64,689.04         | Yes        | NC DEQ Bridge Loan | \$1,125,000                                                                                          | Anchor QEA MSA as an item this Town Council Meeting                                                                            |                                                |
| Capital | On Hold<br>Future   | Shooting Range Engineering<br>Shooting Range Construction                                                                                       | Other        | TBD         | Grant           | FEMA PA                    | *\$19,970.80         | No         |                    |                                                                                                      | Reviewing project and options for range length                                                                                 | Setting up as an improved project              |

|             |           |                                                        |  |              |                  |                    |               |      |  |                                                                                       |                                                             |
|-------------|-----------|--------------------------------------------------------|--|--------------|------------------|--------------------|---------------|------|--|---------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Non-Capital | Active    | IEM Expenses                                           |  | \$803,714    | Grant            | FEMA PA            | 5% of FEMA PA | *Yes |  | We have notified IEM our intention to terminate the contract.                         |                                                             |
| Non-Capital | Active    | Community Garden Electrical, Storage, Tools, etc.      |  | \$20,000     | Grant            | SVMC               | \$20,000      | Yes  |  |                                                                                       |                                                             |
| Non-Capital | Active    | Lead Service Line Inventory                            |  | TBD          | 0% Interest Loan | DWI                | \$500,000     | No   |  | Working through approval process with LGC & ensuring documentation for DWI is correct | Set up meeting with CES to do initial surveying and testing |
| Non-Capital | Completed | Hemphill Feasibility Study                             |  | TBD          | Grant            | OSBM               | \$50,000      | Yes  |  |                                                                                       |                                                             |
| Non-Capital | Active    |                                                        |  |              | TOBM             |                    |               |      |  |                                                                                       |                                                             |
| Non-Capital | Active    | Water System AIA + CIP                                 |  |              | Grant            | NC DEQ             | \$150,000     | Yes  |  |                                                                                       |                                                             |
| Non-Capital | Active    | Swift Water Rescue Equipment                           |  | \$4,303      | Grant            | NCLM               | \$4,303       | No   |  | PD Budget                                                                             | \$4,803                                                     |
| Non-Capital | Active    | Rescue Throw Bags                                      |  | \$500        | Grant            | NCLM               | \$500         | No   |  |                                                                                       |                                                             |
| Non-Capital | Active    | Bullet Proof Vests                                     |  | ~\$20,000    | Grant            | US Dept of Justice | \$10,000      | No   |  | PD Budget                                                                             | TBD Based on number of vests                                |
|             |           |                                                        |  |              | Grant            | NCLM               | \$10,000      | No   |  |                                                                                       |                                                             |
| Non-Capital | Completed | Stormwater Asset Mapping - SRW-SW-ARP-0055 (ERU + AIA) |  | \$400,000    | Grant            | NC DEQ (LASII)     | \$400,000     | *Yes |  |                                                                                       |                                                             |
| Non-Capital | Completed | EOC 1                                                  |  | \$178,727.55 | Grant            | FEMA PA            | \$178,727.55  | Yes  |  |                                                                                       |                                                             |

|             |           |                                          |              |       |                     |              |     |
|-------------|-----------|------------------------------------------|--------------|-------|---------------------|--------------|-----|
| Non-Capital | Completed | Expedited Project                        | \$860,666.18 | Grant | FEMA PA             | \$860,666.18 | Yes |
| Non-Capital | Completed | Fire Department Equipment                |              | Grant | FEMA PA             | \$0          |     |
|             |           |                                          |              | TOBM  | Insurance           |              | Yes |
| Non-Capital | Completed | Golf Course Equipment - Leased           |              | Grant | FEMA PA             | \$0          |     |
|             |           |                                          |              | TOBM  | Insurance           |              | Yes |
| Non-Capital | Completed | Lakeview Senior Center Building Contents |              | Grant | FEMA PA             | \$0          |     |
|             |           |                                          |              | Grant | Land of Sky         | \$7,314      | Yes |
|             |           |                                          |              | TOBM  | Parks & Rec (Match) | \$3,657      | Yes |
|             |           |                                          |              | TOBM  | Insurance           |              | Yes |
| Non-Capital | Completed | Public Works Equipment                   |              | Grant | FEMA PA             | \$0          |     |
|             |           |                                          |              | TOBM  | Insurance           |              | Yes |

\*These are outstanding applications which have not yet been approved/awarded

\*These funding amounts are projected, but not necessarily final (ex. Potentail scoping changes)

\*Funding is partially received due to disbursments in phases (ex. FEMA Large Projects)



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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|                        |                                                             |                      |                |
|------------------------|-------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Richard Hicks, Interim Town Manager                         | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | Communications from Staff, Councils, Commissions & Agencies | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Update on Water Use Restrictions                            |                      |                |

**SUGGESTED MOTION(S):**

n/a- updates only.

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**SUMMARY:**

With the recent emphasis on the Statewide drought and burn ban, staff thought it would be appropriate to provide an update on the Town's ordinances and regulations regarding potential water use restrictions. Attached for your review and information is a copy of Chapter 48, Article III, [Section 48-194 through 48-196 of the Town of Black Mountain Code of Ordinances](#), which provides the framework for the adoption of water use restrictions. Also attached is a copy of the Town's Water Shortage Response Plan that has been approved by the North Carolina Division of Public Water Supply. The water supply plan ties the Town's restrictions to the same as directed by the City of Asheville, since the Town is a wholesale customer of the City of Asheville.

**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. Water Restrictions- Town Code of Ordinances Chapter 48, Article III, Division 4.
2. Water Shortage Response Plan



- **Sec. 48-194. - Restrictions on use of water.**

At any time it appears to the mayor and board of aldermen that a shortage of water prevails and that it is necessary for the health of the citizens and the community that the use of water be curtailed, the town clerk or other designated officer shall notify all service stations, garages and other citizens of the community to discontinue the use of water for the purposes of washing cars or sidewalks, watering lawns, and for any other unnecessary purposes.

(Code 1975, § 17-26; Code 1993, § 52.40)

- **Sec. 48-195. - Proclamation declaring water shortage.**

At any time that it appears there is a shortage of water in the town water system, a proclamation of the restrictions in [section 48-194](#) shall be published in the town news and/or other legal publication, signed by the mayor and attested by the clerk, restricting the use of water as set forth in [section 48-194](#).

(Code 1975, § 17-72; Code 1993, § 52.41)

- **Sec. 48-196. - Use of water restricted.**

(a)

During periods of shortage in the town water supply, it shall be unlawful for any person to use or permit the use of water from the water system of the town for any of the following purposes, until such time as the ordinance establishing the state of water shortage is amended or repealed:

(1)

Washing any automobile or other motor vehicle.

(2)

Watering or sprinkling any lawns, shrubs, yards, streets, sidewalks, or to use water for any similar purpose.

(3)

Adding water in private swimming pools.

(4)

Using water in any decorative pool, fountain, or pond.

(5)

Drawing water from the town water system other than for domestic purposes, human consumption, the preparation of food, and for fire protection.

(b)

The town may require water customers that have high consumption to reduce consumption, or close businesses with high water consumption, if it is determined that the shortage in town water supply threatens the health and safety of the citizens.

(Code 1993, § 52.42; Ord. No. 0-77-14, 8-24-1977; Ord. No. 0-81-16, 7-24-1981)

**WATER SHORTAGE RESPONSE PLAN (WSRP)  
TOWN OF BLACK MOUNTAIN (PWSID: 01-11-020)**

**I. BLACK MOUNTAIN WATER SHORTAGE RESPONSE PLAN PROCEDURE**

The Town of Black Mountain water system will, at a minimum, adopt and enforce water use reduction measures contained in this plan as a condition of water purchased from the City Asheville. When the thresholds established in Section IV of this plan are reached the Mayor, or an agent designated by the Mayor, shall declare a water shortage and institute the provisions of this plan. Upon the declaration of a water shortage, a press release will be forwarded to the media outlets:

**II. OPERATION PROCEDURES**

**Year Round Operations**

Daily visit and record level of all 7 water storage facilities (2.5mg)  
Daily visit, inspect and record: pumping rate, chlorine use, PH, chlorine PPM and room temperature at each of the 8 well houses. Normal daily production 600,000 gallons.  
Read and record the amount of water purchased from Asheville on a monthly basis <230,000 gallons per day.  
Prepare a monthly report to the town manager on water production, usage, and loss.  
Prepare monthly reports to the state on water production.  
Weekly monitoring drought conditions in North Carolina.  
Control water flow rate from Asheville to maintain at least ½ day storage of 900,000 gallons.  
Maintain water saving tips on the town's website and at the water department.

**Voluntary Restriction Operations**

Notify the state of voluntary restrictions.  
Request voluntary conservation through the town website, Black Mountain News, Asheville Citizen's Times and Channel 13 news.  
Maintain year round operations procedures.  
Read and record the amount of water purchased from the City of Asheville on a weekly basis.  
Coordinate with the City of Asheville to increase the pressure as needed to meet the higher demand of 230,000 - 290,000 gallons per day.

**Mandatory Restriction Operation**

Notify the state of mandatory restrictions.  
Assign personnel to inspect for compliance of water restrictions.  
Maintain year round and voluntary restriction operations procedures.  
Read and record the amount of water purchased from the City of Asheville on a daily basis.  
Report to the town manager on a weekly basis.  
Coordinate with the City of Asheville to increase the pressure as to meet the higher demand of 290,000-700,000 gallons per day.

**WATER SHORTAGE RESPONSE PLAN (WSRP)**  
**TOWN OF BLACK MOUNTAIN (PWSID: 01-11-020)**

**Emergency Restriction Operation**

Notify the State of emergency restrictions.  
 Daily report to the town manager.  
 Maintain year round, voluntary, and mandatory operations.  
 Work with the City of Asheville to meet needs if possible.

**III: TOWN OF BLACK MOUNTAIN WATER USE CLASSIFICATION**

To aid implementation of this plan the following classes of water use have been established.

**CLASS I: ESSENTIAL POTABLE WATER USES FOR BLACK MOUNTAIN**

|                     |                                                                                                     |
|---------------------|-----------------------------------------------------------------------------------------------------|
| <b>Domestic</b>     | Water to sustain human and domestic pet life; minimum standards of hygiene and sanitation.          |
| <b>Patient Care</b> | Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation. |
| <b>Public Use</b>   | Firefighting and approved flushing of sewers and hydrants to ensure public health and safety.       |

**CLASS II: SOCIALLY/ECONOMICALLY IMPORTANT POTABLE WATER USES FOR BLACK MOUNTAIN**

|                      |                                                                                                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Domestic</b>      | Minimal use for kitchen, bathroom and laundry;<br>Minimal watering of vegetable gardens and trees to preserve them. |
| <b>Public Use</b>    | Filling and operation of public swimming pools, which serve more than 25 residents.                                 |
| <b>Institutional</b> | Efficient use by schools and government facilities.                                                                 |
|                      |                                                                                                                     |
|                      |                                                                                                                     |

**CLASS III: NON-ESSENTIAL POTABLE WATER USES FOR BLACK MOUNTAIN**

|                   |                                                                                                                                                                                                                                                   |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>All</b>        | Ornamental uses (fountains, reflecting pools, etc.); Residential lawn irrigation; Non-commercial washing of motor vehicles; Washdown of impervious surfaces; Filling and operation of recreational swimming pools serving less than 25 residents. |
| <b>Public Use</b> | Gardens, lawns, parks, golf courses (except greens), playing fields and recreational areas.                                                                                                                                                       |
|                   |                                                                                                                                                                                                                                                   |



**WATER SHORTAGE RESPONSE PLAN (WSRP)  
TOWN OF BLACK MOUNTAIN (PWSID: 01-11-020)**

**IV: DROUGHT RESPONSE TRIGGERS AND PHASED WATER USE REDUCTIONS**

When the following water supply thresholds (TRIGGERS) are reached, the Mayor shall initiate the following PHASE reduction measures as outlined under the corresponding RESPONSE heading.

**PHASE I: VOLUNTARY WATER USE REDUCTION FOR BLACK MOUNTAIN**

| TRIGGERS                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| When a voluntary water use reduction has been placed in affect by The City of Asheville,<br>When the tank levels of the main and the south tank drop below 15 feet and 24 feet respectively for three consecutive days in a 30 day period.                                                                                                   |
| RESPONSE (Begin Distribution of Water Use Reduction Education Materials)                                                                                                                                                                                                                                                                     |
| The Mayor shall declare a <b>Water Shortage Advisory</b> ;<br>Begin public notification as previously outlined and distribute water conservation tips;<br>Request Voluntary Conservation for all users of the Black Mountain water system as outlined in distributed information;<br>Request Class III non-essential uses to be reevaluated; |

**PHASE II: MANDATORY WATER USE REDUCTION MEASURES FOR BLACK MOUNTAIN**

| TRIGGERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| When a mandatory water use reduction has been placed in affect by the City of Asheville<br>When the tank levels of the main and the south tank drop below 15 feet and 24 feet respectively for seven consecutive days within a 30 day period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| RESPONSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| The Mayor shall declare a <b>Water Shortage Alert</b> ;<br>All voluntary measures become mandatory in addition to the following measures:<br>Enforce a system-wide 25% water use reduction goal<br>Notify water use customers by any or all methods as previously outlined;<br>Non-commercial car washing & residential outdoor watering is limited to two days per week between 6pm - 8am;<br>Ban all non-commercial pressure washing and washdown of impervious surfaces;<br>Ban the filling of newly constructed or recently drained pools;<br>Public recreational areas are limited to watering on Monday between the hours of 6pm-8am;<br>All non-public hydrant use by permit only;<br>Ban ornamental uses;<br>Mayor may authorize additional water use restrictions or bans to be enforced 10 days after public notification. |

# WATER SHORTAGE RESPONSE PLAN (WSRP) TOWN OF BLACK MOUNTAIN (PWSID: 01-11-020)

## PHASE III: EMERGENCY WATER USE REDUCTION MEASURES FOR BLACK MOUNTAIN

| TRIGGERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| When a mandatory water use reduction has been placed in affect by the City of Asheville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| When conditions exist that the Town of Black Mountain is unable to sustain tank levels at 15 feet in the main tank and 20 feet in the south tank the town will declare emergency water restrictions.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| RESPONSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <p>The Mayor shall declare a <b>Water Shortage Emergency</b>;</p> <p>In addition to the above measures the following measures will also be imposed:</p> <p>Notify water use customers by any or all methods as previously outlined;</p> <p>Ban Class III non-essential uses;</p> <p>Request additional conservation from Class 1 (essential) users as may be possible;</p> <p>Enact advanced restriction pricing with fines for overuse;</p> <p>Limit garden irrigation to two days per week between 6pm to 8am;</p> <p>Ban all landscape irrigation (including golf course greens, school grounds, residential lawns);</p> <p>Ban all recreational use.</p> |  |

## V: BLACK MOUNTAIN ENFORCEMENT PENALTIES

| OFFENSE                    | Phase I: VOLUNTARY        | Phase II: MANDATORY                                        | Phase III: EMERGENCY                                       |
|----------------------------|---------------------------|------------------------------------------------------------|------------------------------------------------------------|
| FIRST                      | Notice of Violation (NOV) | NOV and \$50 Fine                                          | \$100 Fine                                                 |
| SECOND                     | NOV                       | \$100 Fine                                                 | \$350 Fine                                                 |
| THIRD                      | NOV                       | \$250 Fine                                                 | Water Service Disconnection<br>+ Associated Reconnect Fees |
| MORE<br>THAN 3<br>OFFENSES | NOV                       | Water Service Disconnection<br>+ Associated Reconnect Fees |                                                            |

## VI: BLACK MOUNTAIN RESIDENTIAL &NON-RESIDENTIAL CONSERVATION RATES

| Water System Operating Status          | Conservation Rates |
|----------------------------------------|--------------------|
| Normal Conditions or Phase I Advisory; | Normal Rate        |
| Declaration of Phase II Alert;         | 2 x Normal Rate    |
| Declaration of Phase III Emergency.    | 4 x Normal Rate    |

## VI. RETURN TO NORMAL OPERATIONS IN BLACK MOUNTAIN

Phase conservation measures and restrictions will expire incrementally when the Mayor, after consultation with the Director, finds that the water supply has returned to normal. Each phase shall last a minimum of 21 days.



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Wesley Barker, Town Clerk      **MEETING DATE:** May 11, 2026  
**AGENDA SECTION:** Consent Agenda      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Adoption of Meeting Minutes from March 5, 9, 12 & April 1, 9, 13, 2026

**SUGGESTED MOTION(S):**

Motion to approve the meeting minutes as presented.

---

**SUMMARY:**

Meeting minutes from previous Town Council meetings to be approved are as follows:

- March 5, 2026 Agenda Work Session
- March 9, 2026 Regular Meeting
- March 12, 2026 Special Emergency Called Meeting
- April 1, 2026 Special Called Meeting
- April 9, 2026 Agenda Work Session + Special Meeting
- April 13, 2026 Regular Meeting

**BUDGET IMPACT:**

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

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

**ATTACHMENTS:**

1. March 5, 2026 Agenda Meeting Minutes
2. March 9, 2026 Town Council Meeting Minutes
3. March 12, 2026 Special Called Emergency Town Council Meeting Minutes
4. April 1, 2026 Special Called Town Council Meeting Minutes

5. April 9, 2026 Special Called Town Council Meeting Minutes (850 Blue Ridge Rd Appeal + Agenda Review)
6. April 13, 2026 Town Council Meeting Agenda\_Minutes





## BLACK MOUNTAIN TOWN COUNCIL MINUTES

**March 5, 2026 | Agenda Review Work Session | Time: 5:00 P.M.**

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

The Black Mountain Town Council held an agenda review work session meeting on Thursday, March 5, 2026, at 5:00 p.m. at Black Mountain Town Hall, 160 Midland Ave., Black Mountain, NC 28711. The purpose of this meeting was for the regular agenda review work session for the upcoming monthly Council meeting.

Mayor C. Michael Sobol called the meeting to order at 5:00 p.m. with the following members in attendance: Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King. Vice Mayor Archie Pertiller and Council Member Ryan Stone were absent.

The following staff members were present: Richard Hicks, Interim Town Manager; Wesley Barker, Town Clerk; Jamey Matthews, Public Works Director; John Coffey, Fire Chief.

**March 9, 2026 Council Meeting Agenda Review.** Interim Town Manager Richard Hicks reviewed the proposed agenda items for the upcoming March 9, 2026 Regular Town Council meeting.

The following items were requested to be amended:

- Move Retirement of Police K-9 Cayman and Ownership Transfer to Handler to Special Recognitions.
- Add budget amendment for NCLM payment for mobile offices lease to consent agenda.
- Add budget amendment for Railroad lease payment adjustment to consent agenda.
- Add Fonta Flora Feasibility Study letter of support to consent agenda.
- Add Women's History Month and Transgender Day of Visibility Resolutions under Special Resolutions.

***Council Member Alice Berry made a motion to approve the agenda with the additional items stated above. A vote of 3-0 in favor. Vice Mayor Archie Pertiller and Council Member Ryan Stone were absent.***

\*\*\*\*\*

***There being no further business, the meeting was adjourned at 5:38 p.m.***

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

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



## BLACK MOUNTAIN TOWN COUNCIL MINUTES

March 9, 2026 | Regular Session Agenda | Time: 6:00 PM

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

Black Mountain Town Council held their regular session agenda on Monday, March 9, 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 6:02 p.m. with the following members in attendance: 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: Richard Hicks, Interim Town Manager; Wesley Barker, Town Clerk; Jamey Matthews, Public Works Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Michelle Kennedy, Planning Director; Matt Begley, Budget Analyst.

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. Resolution Recognizing the Retirement of Police K-9 Cayman, and Ownership Transfer to Handler.

*Council Member Pam King made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

#### A RESOLUTION HONORING K-9 CAYMAN UPON HIS RETIREMENT FROM THE BLACK MOUNTAIN POLICE DEPARTMENT AND TRANSFER OF OWNERSHIP OVER TO K-9 HANDLER

##### RESOLUTION NO. R-26-18

**WHEREAS**, K-9 Cayman has faithfully served the Town of Black Mountain since 2018 as a member of the Black Mountain Police Department, partnered from the beginning of his

distinguished career with his handler, Sgt. Logan Newhouse; and

**WHEREAS**, now at nine years of age, K-9 Cayman retires after years of dedicated and honorable service to the Department and to the citizens of Black Mountain; and

**WHEREAS**, throughout his tenure, K-9 Cayman played a vital role in the apprehension of numerous drug offenders, significantly contributing to public safety and the disruption of illegal narcotics activity within the Town's jurisdiction and surrounding areas; and

**WHEREAS**, K-9 Cayman also assisted in search operations involving citizens in need, demonstrating the versatility, reliability, and professionalism that define a well-trained police K-9; and

**WHEREAS**, beyond his enforcement responsibilities, K-9 Cayman served as an ambassador for the Black Mountain Police Department, representing the Department at schools, community outreach events, and public demonstrations, strengthening the bond between law enforcement and the community; and

**WHEREAS**, the partnership between Sgt. Logan Newhouse and K-9 Cayman exemplifies the highest standards of trust, discipline, teamwork, and commitment within the law enforcement profession;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Black Mountain that the Council hereby expresses its sincere gratitude and appreciation to K-9 Cayman for his loyal and honorable service to the Town and its citizens; and

**BE IT FURTHER RESOLVED** that the Town Council extends its appreciation to Sgt. Logan Newhouse for his dedication and steadfast partnership with K-9 Cayman throughout his career, and wishes to transfer ownership of K-9 Cayman over to Sgt. Newhouse.

**ADOPTED this 9<sup>th</sup> day of March 2026.**

\*\*\*\*\*

**2.B. 2026 Mayors' Monarch Pledge.**

**Mayor Sobol read the following Mayors' Monarch Pledge aloud.**

**2026 MAYORS' MONARCH PLEDGE**

**WHEREAS**, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

**WHEREAS**, both the western and eastern monarch populations have seen significant declines in recent years, and with commitments through the National Wildlife Federation's Mayors' Monarch Pledge, communities work to create habitats for monarch butterflies and pollinators; and

**WHEREAS**, the Town of Black Mountain is committed to restoring and preserving habitats that support the monarch's migration each year maintaining pollinator-friendly habitat gardens at Town Square, Lake Tomahawk, the Black Mountain-Tyson Public Library, Veteran's Park, Black Mountain Primary School, and other public spaces; and

**WHEREAS**, since 2015, the Town maintains official monarch waystations at Veteran's Park, Lake Tomahawk, Black Mountain-Tyson Public Library and Black Mountain Primary School, and displays educational signage about these efforts; and

**WHEREAS**, in 2025, the Town of Black Mountain was one of only seven municipalities in North Carolina that joined the "Leadership Circle" by taking eight or more actions for the monarch butterfly; and

**WHEREAS**, citizens can make a difference for the monarch by planting native milkweed and nectar plants to provide a habitat for the monarch butterfly in locations where they live, work, learn, play and worship.

**NOW, THEREFORE**, I, C. Michael Sobol, Mayor of the Town of Black Mountain, do hereby commit to the 2026 Mayors' Monarch Pledge with the National Wildlife Federation and proclaim this, the **9<sup>th</sup> day of March, 2026** as "**Mayor's Monarch Pledge Day**" and encourage all residents to participate in community activities that support and celebrate monarch butterfly conservation.

\*\*\*\*\*

**2.C. Resolution Recognizing Women's History Month - March 2026**

*Council Member Pam King made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**RESOLUTION RECOGNIZING AND HONORING WOMEN'S HISTORY MONTH**

**RESOLUTION: R-26-25**

**WHEREAS**, the month of March is nationally recognized as WOMEN'S HISTORY MONTH, a time to celebrate and honor the vital contributions of women throughout history and in our communities; and

**WHEREAS**, women of every race, class, and ethnic background have played an essential role in shaping our nation, state, and local communities through leadership, service, innovation, and dedication in fields including government, education, business, public safety, healthcare, the arts, and civic life; and

**WHEREAS**, the recognition of Women's History Month provides an opportunity to reflect on



the achievements of women who have helped advance equality, strengthen our communities, and inspire future generations; and

**WHEREAS**, the National Women's History Alliance (NWHHA) has designated the theme for 2026 Women's History Month as "Leading the Change: Women Shaping a Sustainable Future," and

**WHEREAS**, women continue to make meaningful contributions to the vitality, resilience, and progress of the Town of Black Mountain through public service, volunteerism, entrepreneurship, and community leadership; and

**WHEREAS**, the Town of Black Mountain recognizes and appreciates the accomplishments, leadership, and dedication of women who have helped shape our community and continue to influence its future.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Black Mountain hereby recognizes March 2026 as Women's History Month and encourages residents to celebrate the achievements, leadership, and lasting impact of women in our community and throughout our nation.

**Adopted this the 9<sup>th</sup> day of March 2026.**

\*\*\*\*\*

**2.D. Resolution Recognizing International Transgender Day of Visibility on March 31, 2026.**

*Council Member Pam King made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**RESOLUTION RECOGNIZING INTERNATIONAL TRANSGENDER DAY OF VISIBILITY ON MARCH 31, 2026**

**RESOLUTION: R-26-26**

**WHEREAS**, March 31 is recognized annually as International Transgender Day of Visibility, a day dedicated to celebrating the lives, contributions, and achievements of transgender and gender-diverse people while raising awareness of the challenges they continue to face; and

**WHEREAS**, International Transgender Day of Visibility was first established in 2009 by transgender advocate Rachel Crandall to highlight the experiences and accomplishments of transgender individuals and to promote greater understanding and acceptance within communities worldwide; and

**WHEREAS**, transgender and gender-diverse people are valued members of communities across the United States and within the Town of Black Mountain, contributing to civic life, business, education, public service, the arts, and community leadership; and

**WHEREAS**, this day encourages communities to recognize the dignity, resilience, and humanity of transgender people and to promote a culture of respect, visibility, and inclusion for all residents; and

**WHEREAS**, recognizing International Transgender Day of Visibility provides an opportunity for communities to affirm that all individuals deserve to live with dignity, safety, and equal opportunity.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the **Town of Black Mountain** hereby recognizes **March 31, 2026 as International Transgender Day of Visibility** and encourages residents to acknowledge and celebrate the contributions of transgender and gender-diverse individuals while fostering a community of respect, understanding, and inclusion for all.

**Approved this the 9<sup>th</sup> day of March 2026.**

\*\*\*\*\*

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

#### **3.A. Trash Trout Installation Presentation.**

Eric Bradford with Asheville GreenWorks and Anne Phillip, Town Stormwater Technician & Floodplain Administrator, presented this item to Council. The Town of Black Mountain Stormwater Department proposes installation of a [Trash Trout™](#), a floating passive trash collector, in the Swannanoa River at Veteran's Park. The Trash Trout has been designed by Asheville GreenWorks, with consultation by NC Wildlife Resources Commission, to ensure that the trap does not injure or prevent passage of aquatic life in the river. Asheville GreenWorks installed the first Trash Trout in Hendersonville in 2017 and, as of October 2023, has installed 42 Trash Trout's in five states. Asheville GreenWorks received grant funding to fabricate and install several Trash Trout's in Buncombe County. As a part of this funding, a Trash Trout could be installed in Black Mountain. The Trash Trout would be installed and maintained at no cost to the Town. The Trash Trout in Black Mountain would be maintained by Asheville GreenWorks' trained group of volunteers, the StreamKeepers and be located at Veterans Park behind the ball fields in the Swannanoa River. Town Council was in consensus to move forward with the Trash Trout project.

#### **3.B. Update on Public Safety Building Feasibility Study.**

Representatives from McGill Associates and Moseley Architects spoke to the Council presenting their findings on the Public Safety Building Facility Condition Assessment, and the project cost estimates for necessary repairs. The representatives spoke on the building's structural integrity, safety and whether the building was safe to occupy. It was stated by the representatives that this building is not safe to be occupied by public safety staff, and that there are potential health risks present. A summary of this assessment is as follows:

The assessment evaluated architectural, structural, and MEP systems; identified deficiencies; and developed a 10-year Capital Improvement Plan (CIP).

The Facility Condition Index (FCI) was calculated at **0.77**, indicating the building is in **high-priority/critical condition**, with deferred maintenance exceeding the building's replacement value.

**Key Findings:**

- Total estimated deferred maintenance: ~\$2.2 million; replacement value: ~\$1.2 million.
- Approximately \$1.85 million in immediate (FY26) needs identified.
- Significant deficiencies include:
  - Structural instability (foundation movement, settlement, cracking).
  - Mechanical, plumbing, emergency power, and fire alarm system failures or end-of-life conditions.
  - Root causes likely include water intrusion, drainage failures, and compromised subsurface soils.
  - Report recommends additional structural testing and notes potential need to relocate operations to a temporary facility during investigation/repairs.

**Immediate Actions & Recommendations (FY2026)**

Priority 1 (High Priority / Immediate):

- Conduct soil borings and drainage pipe investigations to determine structural failure causes. Repair or replace roof and address widespread water intrusion issues.
- Repair/replace stormwater infrastructure and damaged downspouts.
- Replace emergency generator and upgrade emergency power system; relocate out of flood-prone area.
- Install smoke detectors in sleeping areas.
- Repair structural cracks (pending results of soil analysis). Repair IT room thermostat.

Priority 2–3 (Near-Term / Necessary):

- Replace or repair fire station unit heaters and nonfunctional exhaust systems. Replace aging HVAC units and furnaces.
- Replace lighting systems with energy-efficient LED and code-compliant controls. Replace damaged sanitary piping and correct code violations (e.g., piping over electrical panels).
- Refurbish or replace water heaters and plumbing fixtures as needed.

Code Compliance (Priority 5):

- Upgrade emergency lighting and ventilation systems.
- Ensure proper furnace venting and reinstall dehumidifier to code. Insulate water piping to prevent freezing and failures.

**Next Steps**

- Prioritize projects based on urgency, safety, and budget constraints.
- Address all Priority 1 and code-related deficiencies immediately.
- Develop a phased funding strategy aligning remaining repairs with future fiscal

years.

- Continue coordination with engineers to refine scope following additional testing and analysis.

#### **Summary**

The assessment concludes that the Public Safety Building requires significant capital investment and immediate intervention due to critical structural and system deficiencies. Immediate investigative work and repairs are necessary to ensure occupant safety, maintain operations, and inform long-term decisions regarding renovation versus replacement.

***Town Council Member Alice Berry made a motion to authorize the Interim Town Manager to sign the agreement related to testing as recommended in this assessment report. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

***The full Public Safety Building Facility Condition Assessment document, dated February 5, 2026, can be found at the end of these minutes as Appendix A.***

#### **4. CITIZEN COMMENTS**

- Cheryl Milton, spoke on a possible ethics issue with the Montreat College project to expand their campus and the adopted conditional zoning amendments, stating that the current Assistant Manager had a consulting business that advised Montreat College, which was a conflict of interest.
- Town Attorney Craig Justus stated he would like to make a correction to the record about the previous public comments offered stating that this staff member did not have any involvement with Montreat College.
- Lisa Kruss, 201 Poplar Ave., spoke on the lower nine holes at the golf course remaining a green space.
- Kirs Kramer, spoke on using the lower nine holes at the golf course as a green space and not just for golf use.
- Richard Hudson spoke about the golf course being an economic engine for the Town and for tourism and spoke about golf course maintenance needs and hiring of staff to maintain.
- Edwin Aaronson, 167 Vance Ave., spoke about green spaces at the golf course. Allen Tripp, 109 Third St., spoke about reopening the full 18-hole golf course.

#### **5. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER- none.**

#### **6. COMMUNICATION FROM MAYOR AND TOWN COUNCIL**

Council Member Pam King recognized outgoing Assistant Town Manager Jessica Trotman for her work and achievements during her tenure with the Town.

***Council was in consensus to move the consent item: "Call for Public Hearing on April 13, 2026 at 6:00 p.m. for Update to Town System Development Fees (SDF)" to the first item under New Business.***

## 7. CONSENT AGENDA

- 7.A. **Adoption of Meeting Minutes- February 5, 9 & 25, 2026. *Town Council Member Alice Berry made a motion to approve the minutes as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***
- 7.B. **Monthly Tax Collector Report. *Town Council Member Alice Berry made a motion to approve the tax collector report as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***
- 7.C. **Call for Public Hearing on April 13, 2026 at 6:00 p.m. to Amend Chapter 1, Section 1.7.3, Variances, to remove the requirement that only signs in the historic district may seek a variance from the sign regulations.** Current ordinance text only allows for signs with the historic district to seek a variance from the sign regulations. This means that business owners and property owners outside of the historic district wanting to make a case to the Board of Adjustment that there is something uniquely impinging or restrictive about their property, that presents an unnecessary hardship related to the strict application of the sign regulations, and that is outside of the allowances of Section 9.10, Administrative Adjustments of Signage Regulations, cannot do so. Such a prohibition is unreasonably restrictive and outside the spirit and intent of both Section 1.7.3 and Section 9.1. The recommendation from staff is to delete item (D)(5) in Ch. 1, Section 1.7.3, Variances, in its entirety. ***Town Council Member Alice Berry made a motion to approve the call for public hearing on April 13, 2026 at 6:00 p.m. at Town Hall, for the purposes presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***
- 7.D. **Call for Public Hearing on April 13, 2026 at 6:00 p.m. to Amend Chapter 9, Section 9.10, Administrative Adjustment of Signage Regulations, to additional administrative adjustments for ground signs, cantilevered ground signs, and development identification signs.** The eight sign standards in the Allowable Administrative Adjustments table support the intent statement Chapter 9, which states that it is the intent of the Town of Black Mountain to allow administrative adjustment of the sign ordinance standards to provide flexibility that is compatible with the town's character; to acknowledge the artistic creativity of sign makers, business owners, and individuals; to create visual harmony between the sign, structure, and site where the sign is located; and to enhance retail areas consistent with Elevate Black Mountain, subsequent small area plans, development agreements, and form-based district codes. The proposed amendment would address the need for the development pattern of the town, as well as evolving marketplace conditions, to be more fully reflected in the standards. ***Town Council Member Alice Berry made a motion to approve the call for public hearing on April 13, 2026 at 6:00 p.m. at Town Hall, for the purposes presented. . A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***



**7.E. Consideration of Budget Amendment Resolution for Police Department Recognizing Grant Funds & Sale of Capital Assets.** Attached are resolutions to amend the FY25-26 budget within the Police Department to recognize and appropriate safety grant funds, and sale of capital assets. These include the following:

1. Safety Grant Funds totaling \$2,505.54.
2. Sale of 2018 Dodge Charger in the amount of \$4,000.00.
3. Sale of 2010 Ford Taurus in the amount of \$3,302.00.

Council should review the proposed budget amendments and then take a vote on the resolutions. These three budget amendment resolutions can be voted on all together.

*Town Council Member Alice Berry made a motion to approve the budget amendment resolution as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025–2026  
BUDGET FOR BMPD GRANT FUNDS**

**RESOLUTION NO. R-26-28**

**WHEREAS**, the Black Mountain Police Department has received safety grant funds totaling \$2,505.54; and

**WHEREAS**, the funds received are recommended to be moved to the LEO Supplies & Materials expense line item; and

**WHEREAS**, the Fiscal Year 2025–2026 budget should be amended to recognize and appropriate the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget for the fiscal year ending June 30, 2026:

**Section 1. Budget Amendments**

The following accounts are hereby amended as follows:

| Account Number | Account Description              | Increase   | Decrease   |
|----------------|----------------------------------|------------|------------|
| 100-0000-43400 | Grant Revenues – Nongovernmental | -          | \$2,505.54 |
| 100-4510-52499 | LEO Supplies & Materials         | \$2,505.54 | -          |

**Section 2. Effective Date.** This resolution shall become effective upon adoption.

**Adopted this the 9<sup>th</sup> day of March 2026.**

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*Town Council Member Alice Berry made a motion to approve the budget amendment resolution as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025–2026  
BUDGET FOR SALE OF CAPITAL ASSET**

**RESOLUTION NO. R-26-27**

**WHEREAS**, the Town sells surplus vehicles on GovDeals;

**WHEREAS**, the Town sold a 2018 Dodge Charger (VIN 2C3CDXKT3JH140014) on January 30, 2026 for \$4,000.00;

**WHEREAS**, the funds received are requested to be moved to the Police Departments R&M Vehicle expense line;

**WHEREAS**, the Fiscal Year 2025–2026 budget should be amended to recognize and appropriate the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget for the fiscal year ending June 30, 2026:

**Section 1. Budget Amendments**

The following accounts are hereby amended as follows:

| Account Number | Account Description    | Increase   | Decrease   |
|----------------|------------------------|------------|------------|
| 100-0000-48020 | Sale of Capital Assets | -          | \$4,000.00 |
| 100-4510-52316 | R&M Vehicles           | \$4,000.00 | -          |

**Section 2. Effective Date**

This resolution shall become effective upon adoption.

**Adopted this the 9<sup>th</sup> day of March 2026.**

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***Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

**A RESOLUTION TO AMEND THE FISCAL YEAR 2025–2026  
BUDGET FOR SALE OF CAPITAL ASSET**

**RESOLUTION NO. R-26-15**

**WHEREAS**, the Town sells surplus vehicles on GovDeals;

**WHEREAS**, the Town sold a 2010 Ford Taurus (VIN 1FAHP2HW9AG165742) on January 30, 2026 for \$3,302.00;

**WHEREAS**, the funds received are requested to be moved to the Police Department R&M Vehicle expense line;

**WHEREAS**, the Fiscal Year 2025–2026 budget should be amended to recognize and appropriate the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget for the fiscal year ending June 30, 2026:

**Section 1. Budget Amendments**

The following accounts are hereby amended as follows:

| Account Number | Account Description    | Increase   | Decrease   |
|----------------|------------------------|------------|------------|
| 100-0000-48020 | Sale of Capital Assets | -          | \$3,302.00 |
| 100-4510-52316 | R&M Vehicles           | \$3,302.00 | -          |

**Section 2. Effective Date**

This resolution shall become effective upon adoption.

**Adopted this the 9<sup>th</sup> day of March 2026.**

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**7.F. Consideration of Budget Amendment Resolution to Acknowledge Payment to the Black Mountain Parks & Greenways Foundation for the Valentine's 5K Race.**

This resolution will amend the FY25-26 budget and authorize payment to the Black Mountain Parks & Greenways Foundation (the "Foundation") for its agreed-upon share of proceeds from the February 28, 2026 Valentine's Day 5K race.

*Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**A RESOLUTION BUDGETING FUNDS TO ACKNOWLEDGE PAYMENT TO THE  
BLACK MOUNTAIN PARKS & GREENWAYS FOUNDATION FOR THE VALENTINE'S  
DAY 5K RACE**

**Resolution No. R-26-16**

**WHEREAS**, the Town held the annual Valentine's Day 5k race on February 14, 2026; and

**WHEREAS**, the Town has an agreement with the Black Mountain Parks & Greenways Foundation to grant them all proceeds from sponsorships and 50% of the registration fees for their role in administering and advertising the race; and

**WHEREAS**, the Town typically budgets the Black Mountain Parks & Greenways Foundation portion of these proceeds after receiving the full amount of race registration fees; and

**WHEREAS**, the Town has received \$1,500 for sponsorships and \$4,252.49 in registration fees;

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

1. The Town makes the following budget amendments to designate payment to the Black Mountain Parks & Greenways Foundation to support the agreement for shared responsibility administering and advertising the Black Mountain Valentine's 5k race.
  - \$1,500.00 – to the Non-profit Contributions/Donations account from the Customer Participation/Sponsorship account received for Valentine's Day 5k sponsorships (*to 100-4700-56110 from 100-4700-47015*)
  - \$2,126.25 – to the Non-profit Contributions/Donations account from the Special Activities account for 50% of registration fees received for the Valentine's Day 5k race (*to 100-4700-56110 from 100-4700-45690*)
2. The Interim Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

**ADOPTED this 9<sup>th</sup> day of March, 2026.**

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**7.G. Consideration of Budget Amendment Resolution for NCLM Insurance  
Proceeds and Mobile Office Trailers Lease Payment.**

The Town's insurance provider, NC League of Municipalities (NCLM) has stated they will cover the cost of lease payments for the mobile office trailers (Planning & Public Works) for two-months. The cost of the monthly lease payments for these trailers is \$17,000. NCLM will cover two months at the cost of \$34,000. The budget amendment will recognize these funds - revenue & expense.

**A RESOLUTION BUDGETING FUNDS FOR PAYMENT FROM NCLM INSURANCE TO  
THE TOWN OF BLACK MOUNTAIN TO COVER TWO MONTHS RENT ON OFFICE  
TRAILERS AT 304 BLACK MOUNTAIN AVE.**

**RESOLUTION NO. R-26-22**

**WHEREAS**, the Town currently leases mobile office trailers for our Planning & Public Works Departments at a cost of \$17,000 per month; and

**WHEREAS**, the Town's insurance carrier, NC League of Municipalities, will be covering two (2) months of these lease payments in the amount of \$34,000, and should be recognized as revenue as well as expenditure once the lease payments are made.

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

1. The Town makes the following budget amendments to recognize revenue to the Town of Black Mountain from the Town's Insurance Carrier, NCLM, in the amount of \$34,000, and the expenditure of the two-month lease payments.

**Section 1. Budget Amendments.** The following accounts are amended as follows:

| Account Number | Account Description                         | Increase | Decrease |
|----------------|---------------------------------------------|----------|----------|
| 100-0000-48010 | Insurance Recovery Proceeds                 | \$34,000 |          |
| 100-4020-54015 | Administration- Lease/Rental- Building/Land | \$34,000 |          |

2. **Section 2. Effective Date.** This resolution shall become effective upon adoption.

**ADOPTED this 9<sup>th</sup> day of March, 2026.**

\*\*\*\*\*

**7.H. Consideration of Budget Amendment Resolution for Norfolk Southern  
Railway Lease Payment.**

This budget amendment would appropriate monies from the Local Sales & Use Tax line item and move it to the Administration- Lease/Rental - Building/Land line item for the \$10,900 lease payment to Norfolk Southern Railroad.



*Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**A RESOLUTION OF BUDGET AMENDMENTS TO THE FY 2025-26 BUDGET  
REGARDING THE NORFOLK SOUTHERN RAILWAY LEASE REVENUES AND  
EXPENDITURES**

**RESOLUTION NO. R-26-23**

**WHEREAS**, the Town recently approved a revised lease with Norfolk Southern Railroad for parking along Sutton Ave; and

**WHEREAS**, a lease payment of \$10,900 should be recognized within the budget by the corresponding budget amendments.

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

1. The Town makes the following budget amendments to recognize revenue and expenses for the N.S. Railroad lease payment in the amount of \$10,900 to the Administration- Lease/Rental – Building/Land line item, from Local Sales & Use Tax line item.

**Section 1. Budget Amendments.** The following accounts are amended as follows:

| Account Number | Account Description                         | Increase | Decrease |
|----------------|---------------------------------------------|----------|----------|
| 100-0000-42010 | Local Sales and Use Tax                     |          | \$10,900 |
| 100-4020-54015 | Administration- Lease/Rental- Building/Land | \$10,900 |          |

**Section 2. Effective Date.** This resolution shall become effective upon adoption.

**ADOPTED** this 9<sup>th</sup> day of March, 2026.

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**7.I. Resolution of Support for the Fonta Flora State Trail - Black Mountain to Point Lookout Trail Feasibility Study.**

This resolution of support is for the Fonta Flora State Trail - Black Mountain to Point Lookout Trail Feasibility Study conducted for the Friends of the Fonta Flora State Trail in November 2025. A copy of this study and overview map is made part of the agenda packet for reference.

*Council Member Alice Berry made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**A RESOLUTION OF SUPPORT FROM THE TOWN OF BLACK MOUNTAIN TOWN  
COUNCIL FOR THE FONTA FLORA STATE TRAIL: BLACK MOUNTAIN TO POINT  
LOOKOUT TRAIL FEASIBILITY STUDY**

**RESOLUTION NO. R-26-24**

**WHEREAS**, the Town of Black Mountain supports efforts to expand safe recreational and multimodal transportation opportunities for residents and visitors; and

**WHEREAS**, a feasibility study was conducted for the Friends of the Fonta Flora State Trail in November 2025 for an approximately 2.7-mile segment of the Fonta Flora State Trail connecting the Town of Black Mountain to the Point Lookout Trail; and

**WHEREAS**, the study was completed through a partnership between the Friends of the Fonta Flora State Trail, North Carolina Department of Transportation Integrated Mobility Division, Buncombe County, McDowell County, and the Town of Black Mountain; and

**WHEREAS**, the recommended alignment generally follows Old U.S. Highway 70 and Mill Creek Road and would improve pedestrian and bicycle mobility, enhance safety, and expand regional recreation opportunities.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Black Mountain expresses its support for the proposed Fonta Flora State Trail connection between Black Mountain and the Point Lookout Trail, and the feasibility study conducted, and encourages continued collaboration to advance the project toward future design and implementation.

**ADOPTED** this 9<sup>th</sup> day of March, 2026.

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**8. PUBLIC HEARING**

**8.A. Public Hearing for and Consideration of Approval of Voluntary Annexation of Property Owned by Givens Highland Farms (PIN# 0609-46-7498).**

Planning Director Michelle Kennedy gave an overview of this voluntary annexation request stating that Givens Highland Farms has acquired 318 Tabernacle Road, PIN #0609-46-7498. The property is 2.5 acres. Givens Highland Farms is seeking voluntary annexation of this parcel to be able to combine the parcel with their existing 87+ acre campus, all of which is inside town limits. The Planning Board heard this request at their February 23, 2026, meeting and found no reason the property should not be annexed into the town limits and recommended the annexation by a vote of 4-0 in favor.

***Town Council Member Alice Berry made a motion to open the public hearing. A vote of 4-0 in favor. The time was 7:24 p.m.*** Rebecca Richall provided comments on neighbors of Givens Highland Farms. Jim Boyer, Director of Facilities with Givens Highland Farms, spoke to the Council answering some questions posed by the Mayor. With no further comments, ***Town Council Member Alice Berry made a motion to close the public hearing. A vote of 4-0 in favor.***

*Council Member Ryan Stone made a motion to approve the following Annexation Ordinance as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**AN ORDINANCE ANNEXING THAT PROPERTY OF GIVENS HIGHLAND FARMS, LLC, ON THAT PLAT RECORDED IN PLAT BOOK 0095 AT PAGE 0120 INTO THE TOWN OF BLACK MOUNTAIN**

**ORDINANCE # O-26-03**

**WHEREAS**, Givens Highland Farms, LLC has requested that the Town of Black Mountain annex that property owned by Givens Highland Farms, LLC and described as that 2.5-acre tract of land shown on that plat recorded in Plat Book 0095 at Page 0120, Buncombe County Registry; and

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

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

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

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

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

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council for the Town of Black Mountain, North Carolina, that the property described in Exhibit A as being all of that 2.5-acre parcel of land shown on that plat recorded in Plat Book 0095 at Page 0120, Buncombe County Registry and is hereby annexed and made a part of the corporate limits of the Town of Black Mountain, North Carolina.

This ordinance shall become effective on the 9<sup>th</sup> day of March 2026, if confirmed by the Town Council at its regular meeting in March 2026. In the absence of a majority vote of the Council to confirm this ordinance at that meeting, it shall become void and have no force or effect.

**READ, APPROVED AND ADOPTED**, by a vote of **4 to 0** on this the 9<sup>th</sup> day of March 2026.

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**8.B. Public Hearing and Consideration of Approval to Rezone Property Owned by Givens Highland Farms (known as 318 Tabernacle Road- PIN #0609-46-7498) from R-1 to OI-6.**

Planning Director Michelle Kennedy stated the 2.5 acre parcel known as 318 Tabernacle Road, PIN #0609-46-7498, was purchased by Givens Highland Farms. The parcel is currently zoned R-1 by Buncombe County. Givens Highland Farms would like to have the property rezoned from R-1 to OI-6, which is the zoning designation for the existing 87+ acre campus. The Planning Board heard the request at their February 23, 2026, meeting and recommended the property be rezoned to OI-6 upon approval of annexation into the town limits. The motion passed with a vote of 4-0. Since this property was just annexed into the Town limits, the Council will consider this rezoning request as well as the consistency statement.

*Town Council Member Doug Hay made a motion to open the public hearing. A vote of 4-0 in favor. The time was 7:31 p.m. No public comments were provided. Town Council Member Doug Hay made a motion to close the public hearing. A vote of 4-0 in favor.*

*Council Member Ryan Stone made a motion to approve the following Ordinance amending the zoning map as presented and approving the consistency statement. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**AN ORDINANCE AMENDING THE ZONING MAP FOR PROPERTY LOCATED AT 318  
TABERNACLE ROAD**

**ZONING ORDINANCE #O-26-04**

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

**WHEREAS**, a comprehensive amendment to the Town's zoning regulations was adopted on January 11, 2010, (Ordinance #O-10-01) and is codified in Appendix A of the Town of Black Mountain Code of Ordinances (herein "Zoning Ordinance"), and map dividing and classifying the property within the Town's zoning jurisdiction was adopted on January 11, 2010, (Ordinance #O-10-01) and are on file and maintained in the Offices of the Town of Black Mountain Planning and Development Department (herein "Official Zoning Map"); and

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

1. The overall size of the tract of land proposed for the rezoning is reasonable compared to the size of the zoning district in which the subject property is located.
2. The proposed rezoning is consistent with the comprehensive plan or elements thereof.

3. The impact to adjacent property owners and surrounding community is reasonable and the benefits of the zoning shall outweigh any potential inconvenience or harm to the community.
4. The allowable uses within the proposed zoning district are similar or comparable to the permitted uses as currently zoned.

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

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

The zoning classification of that certain portion of real property described in Exhibit A and identified on the Buncombe County tax maps as PIN 0609-46-7498, recorded in Plat Book 0095 at Page 0120 and currently owned by Givens Highland Farms, LLC, from R-1 to Office and Institutional (OI-6). A copy of the official zoning map showing said lot is attached hereto as Exhibit B and made a part thereof.

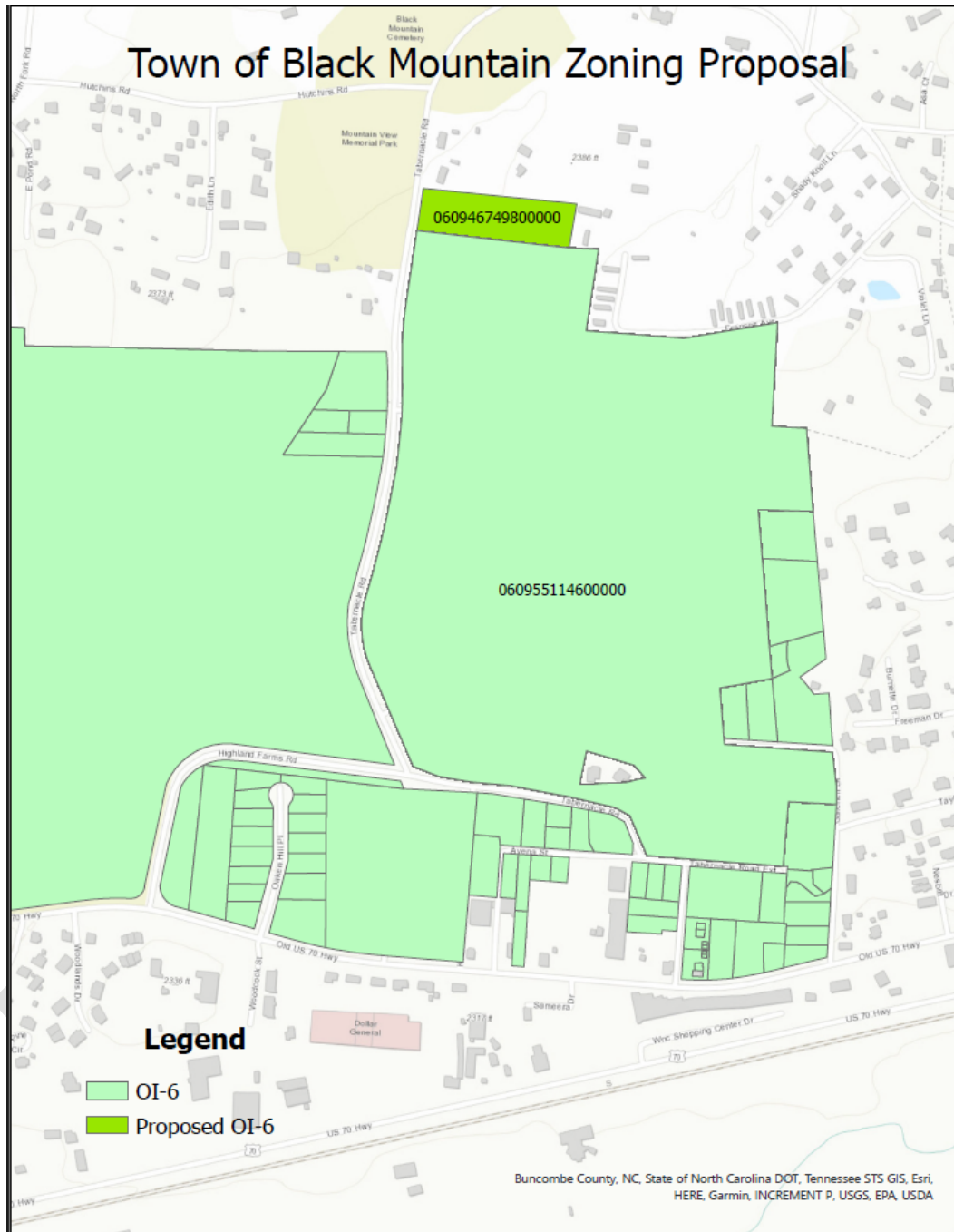
This ordinance shall be in full force and effective on the date of adoption.

**READ, APPROVED AND ADOPTED**, this the 9<sup>th</sup> day of March 2026.

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY TO BE REZONED**

BEGINNING at an iron pin found in the Northeast corner of property described in Deed Book 784, Page 403, Buncombe County Registry; thence North 89 deg. 20' 30" West 84.01 feet to an iron pin; thence North 85 deg. 32' 16" West 70.85 feet to an iron pin; thence North 83 deg. 57' 36" West 110.29 feet to an iron pin; thence North 84 deg. 54' 11" West 109.92 feet to an iron pin; thence North 84 deg. 53' 46" West 144.85 feet to an iron pin; thence North 84 deg. 51' 04" West 215.50 feet to an iron pin; thence North 84 deg. 51' 04" West 15 feet to a point in the Eastern edge of Tabernacle Road; thence running with said road, North 6 deg. 58' 17" East 170.26 feet to a point; thence leaving said road and running south 85 deg. 04' 54" East 12 feet to an iron pin; thence South 85 deg. 04' 54" East 763.92 feet to an iron pin; thence South 15 deg. 42' 53" West 170.26 feet to the point of BEGINNING, containing 3.00 acres, more or less, as shown on a survey for Jack Wheeler dated June 25, 1993, prepared by Michell E Effler, R.L.S., and being all of that property described in Book 2079 at Page 853, Buncombe County Registry, and being that property shown on the tax maps for Buncombe County as PIN #0609-46-7498-00000.





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## 9. CITIZEN COMMENTS

Jake Disabatino, 25 Goldmont St., provided comments suggesting the Town create a plan for the golf course and moving forward, also to receive community input.

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**10. UNFINISHED BUSINESS- None.**

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**11. NEW BUSINESS**

**11.A. Call for Public Hearing on April 13, 2026 at 6:00 p.m. for Update to Town System Development Fees (SDF).**

Interim Town Manager Richard Hicks stated the town hired McGill Associates to complete the required 5-year update of the Town's Cost-Justified Water System Development Fees (SDF). The draft report was completed in September 2025 and was presented to Council in January 2026. A notice and a copy of the draft report, and requests for citizen comments, were placed on the Town's website mid-January 2026. Citizen comments were accepted within a 45-day review period. The 45-day review period ended on March 1, 2026. Further, a copy of the draft report has been available for public inspection at Town Hall. Prior to adopting the new rates, the Council will need to hold a Public Hearing. Staff is asking that the Council set Monday, April 13, 2026 at 6:00 p.m. as the date & time for the Public Hearing, to be held during the regular monthly Council meeting at Town Hall.

*Town Council Member Alice Berry made a motion to approve the call for public hearing on April 13, 2026 at 6:00 p.m. at Town Hall for the updates to the Town's System Development Fees (SDF). A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

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**11.B. Petition to Dedicate Brookhaven Drive to the Town for Maintenance and Public Use .**

The owners of the residences on Brookhaven Drive have filed a petition to dedicate Brookhaven Drive and the subsequent sidewalk to the Town for maintenance and ownership. Public Works and the Fire Marshal have inspected the road and are recommending that the Town take over this road and sidewalk with one provision: 1) A No Parking sign to be installed at the end of the turn-around. The mileage is approximately .12 miles. Dedication and acceptance of this road and sidewalk will include accepting all maintenance of both the street and the sidewalk to include paving, snow removal, and any general maintenance of said street and sidewalk within the 20-foot right-of-way. **This item was tabled by Town Council.**

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**11.C. Authorization of Phase 1 Environmental Report for Donated Property to the Town from the State of NC.**

Interim Town Manager Richard Hicks explained that staff have been working with the State of North Carolina on the donation of 10.26 acres on North Fork Road for a potential Public Safety complex. The property will be donated by the State of North Carolina in an "as is" condition. The Town would then accept any future liability in the event an environmental condition was discovered on the property. Mr. Hicks recommended that prior to executing the agreement, the Town hire a firm to perform a Phase 1 Environmental review of the

property. This should be part of the Town's due diligence prior to accepting the property. The Phase 1 report would identify potential issues that might be discovered on the property. The Town is also in the process of working out a donation for another piece of property in this area that is estimated to be around 5 acres. A Phase 1 report should be completed on both pieces of property.

***Town Council Member Doug Hay made a motion to approve the authorization of Phase I Environmental Report for donated property to the Town from the State of NC as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

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**11.D. Consideration of Easement Request with Duke Energy.**

Interim Town Manager Richard Hicks stated Duke Energy has requested that the Town grant them an easement along the Golf Course. This request is to run an underground line for customer reliability and resiliency measures. Duke would need to bore approximately 1,500 feet of 3 phase primary cable along the edge of Hole #12 of the Golf Course, which runs along North Fork Road and Greene Drive. They would need to place 3 new UG enclosures along the path at the turns and midspan. In addition to the underground lines, they need to replace one pole and add an additional pole along Greene Drive. Some tree work would be necessary along Greene Drive for the pole installations. The underground line would run along the row of white pines that follow Hole #12. This circuit tie would provide increased reliability by allowing their system to back feed between the circuits. This would help reduce the duration and number of customers affected during an outage. Discussion ensued on this item between Council Members and staff.

***Council would like a response from Duke Energy on the number of customers who would benefit from this work and any tree removal impacts, and asked representatives from Duke Energy to attend an upcoming meeting to answer outstanding questions, before any decision is made. No motion was made.***

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**11.E. Consideration to Adopt Stormwater Master Plan and Associated Capital Improvement Plan.**

The Town of Black Mountain (Town) Stormwater Master Plan (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 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 watersheds within the Town are all tributary to the Swannanoa River. In some cases, the closed system stormwater outfalls are located very closely to or directly into the Swannanoa River. 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.

At the January 8, 2026 Special Called Council meeting, representatives from WK Dickson, LLC provided a presentation to the Town Council on the SWMP Draft.

***Town Council Member Pam King made a motion to adopt the Stormwater Master Plan and associated Capital Improvement Plan as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

## **A RESOLUTION ADOPTING THE BLACK MOUNTAIN STORMWATER MASTER PLAN**

### **RESOLUTION NO. #R-26-28.1**

**WHEREAS**, the Town of Black Mountain has completed the development of a comprehensive Stormwater Master Plan (SWMP), funded in part through the Local Assistance for Stormwater Infrastructure Investments (LASII) program under the American Rescue Plan Act; and

**WHEREAS**, the Stormwater Master Plan provides a detailed assessment of the Town's existing stormwater infrastructure, identifies areas of flooding and system deficiencies, and establishes prioritized capital improvement projects and maintenance strategies; and

**WHEREAS**, the Plan includes the development of a GIS-based inventory, infrastructure criticality analysis, and recommendations to improve system performance and reduce flood risks, including a goal of achieving a 50-year level of service where feasible; and

**WHEREAS**, the Plan identifies and prioritizes stormwater capital improvement projects to enhance public safety, protect property, and improve the resiliency of the Town's infrastructure; and

**WHEREAS**, Town staff and the Town's consultant have presented the Stormwater Master Plan and recommend its adoption to guide future planning, budgeting, and implementation of stormwater improvements;

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

1. The Black Mountain Stormwater Master Plan and associated Capital Improvement Plan, as presented, is hereby approved and adopted.
2. The Plan shall serve as a guiding document for stormwater infrastructure planning, capital improvements, maintenance activities, and funding strategies.
3. Town staff is authorized to utilize the Plan in pursuing grant funding, prioritizing projects, and implementing recommended improvements as resources allow.
4. The Town Council may amend or update the Plan from time to time as needed to reflect changing conditions, funding opportunities, or priorities.

**ADOPTED this the 9th day of March, 2026.**

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**11.F. Partnership with Carolina Elite Soccer.**

The Town Parks and Recreation Department has received a proposal from Carolina Elite Soccer to enhance the youth recreational soccer experience and provide more opportunities for the children participating in the Town program. Collin Bugniazet, Recreation & Parks Coordinator, and Joey Giaritelli with Carolina Elite Soccer Academy Director, presented to the Council stating this would be an enhancement of the existing soccer program, but does come at a cost of \$8 per player. The proposal would be that the Town would pay the \$8 to Carolina Elite Soccer Academy, and in return Carolina Elite would pay this to NC Youth Soccer. Registration is currently at \$70 for residents and \$80 for non-residents. One option to cover the cost is to raise the registration fees by \$8 per child. As with all recreational programs, for participants that cannot afford the cost of the program, there are scholarships available. Discussion ensued among Council Members and town staff.

***Town Council Member Alice Berry then made a motion to authorize the Interim Town Manager to work on an agreement with Carolina Elite Soccer and consult with the Town Attorney on the agreement creation. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

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**11.G. Consideration of Amendment to Current Buncombe-Madison Regional Hazard Mitigation Plan.**



The Town of Black Mountain, NC participates in the [Buncombe Madison Regional Hazard Mitigation Plan](#) that was adopted in 2021, and the Town of Black Mountain wishes to be an eligible participant in the Federal Emergency Management Agency's HMGP Program. The North Carolina Department of Public Safety Division of Emergency Management, Hazard Mitigation Section has identified certain required amendments to the aforesaid plan in order to meet eligibility requirements. These include:

- 1) **Section 9** of the plan, the Mitigation Action Plan, identifies mitigation actions for The Town of Black Mountain.

This amendment will be incorporated into the next regularly scheduled update of the Buncombe Madison Regional Hazard Mitigation Plan. Work has already begun on the next update of this plan. Council is asked to review the proposed amendments and vote to approve the attached resolution.

*Council Member Pam King made a motion to approve the following resolution. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

**A RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TO AMEND THE  
BUNCOMBE-MADISON REGIONAL HAZARD MITIGATION PLAN APPROVED &  
ADOPTED JUNE 14, 2021 THAT AMENDS THE MITIGATION ACTION PLAN SECTION**

**RESOLUTION NO. R-26-19**

**WHEREAS** The Town of Black Mountain, NC participates in the Buncombe Madison Regional Hazard Mitigation Plan; and

**WHEREAS:** The Town of Black Mountain wishes to be an eligible participant in the Federal Emergency Management Agency's HMGP Program; and

**WHEREAS:** The North Carolina Department of Public Safety Division of Emergency Management, Hazard Mitigation Section has identified certain required amendments to the aforesaid plan in order to meet eligibility requirements; and

**WHEREAS,** the following amendments need to be made to the aforesaid plan:

- A) **Section 9** of the plan, the Mitigation Action Plan, identifies mitigation actions for The Town of Black Mountain. The table of actions within the FINAL-April 2021 edition of the Buncombe Madison Regional Hazard Mitigation Plan; Section 9, Page 9:23, Black Mountain Mitigation Actions, is hereby amended to include the following measures:

**Mitigation Action PP-3**

- Description: Increase resiliency to hazard impacts on water and sewer infrastructure through improvements to utility, distribution, collection, and treatment system components.
- Hazard Addressed: All Hazards

- Relative Priority: High
- Lead Agency/Department: Public Works
- Potential Funding Sources: Grant funding, local enterprise revenues
- Implementation Schedule: 2028
- Implementation Status: Applying for funding, ongoing grant application development and submission

**WHEREAS,** This amendment will be incorporated into the next regularly scheduled update of the Buncombe Madison Regional Hazard Mitigation Plan.

**NOW THEREFORE BE IT RESOLVED** by the Town Council of the Town of Black Mountain that the following amendments be approved as presented and incorporated into the next regularly scheduled update of the Buncombe Madison Regional Hazard Mitigation Plan.

**ADOPTED** this 9<sup>th</sup> day of March 2026.

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**11.H. Consideration of Pursuing Reimbursement through FEMA for Eligible Costs Incurred as a Result of Ice Storm Fern.**

Ice Storm Fern impacted Western North Carolina between January 21 and January 27, 2026, resulting in hazardous travel conditions, downed trees, utility disruptions, and the need for emergency response and protective measures. During this period, the Town incurred costs related to emergency operations, public safety, and recovery activities.

On January 24, 2026, the President issued a federal emergency declaration covering the event, making eligible local governments eligible to seek FEMA reimbursement for qualifying costs. Under FEMA's Public Assistance program for emergency declarations, eligible costs are typically reimbursed at a federal cost share, with the remaining portion required as a state and/or local match.

FEMA reimbursement may offset a portion of the Town's emergency response costs associated with Ice Storm Fern. Participation requires detailed documentation, adherence to FEMA eligibility and procurement requirements, and administrative effort by staff or consultants. Not all costs incurred during the incident period may be eligible for reimbursement. Council direction is needed to determine whether staff should proceed with the application process.

Interim Manager Richard Hicks stated the Town's cost of overtime from Ice Storm Fern was an estimated \$38,000.

***Town Council Member Doug Hay made a motion to instruct town staff to make a decision to pursue reimbursement as presented, if they deem it is worthwhile to apply. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

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**11.I. Award of Bid Received for Golf Cart Bridge Repairs at Black Mountain Golf Course & Approval of Capital Project Ordinance.**

Interim Town Manager Richard Hicks stated the Town received bids for the replacement of golf course bridges on February 9, 2026. The following bids were received:

- Dan Grady Company, LLC \$199,500.00
- AJH Custom Homes, LLC \$265,000.00
- IPC Paving, LLC dba IPC Structures \$550,000.00
- NHM Constructors, Inc. \$502,000.00
- B.H. Graning Landscapes, Inc. \$437,000.00

At the November 1, 2025 meeting, Town Council approved a budget amendment (R-25-103) allocating \$100,000 for bridge replacement and \$8,000 for cart path repairs; all required documentation has been submitted to FEMA for reimbursement approval. Staff reported that, based on contractor inspections, the extent of erosion and structural deterioration makes full bridge replacement the most viable option, with an estimated project timeline of 6–8 weeks from bid award to completion. The Golf Course Manager indicated that Bridge #3 may be repairable with bank stabilization and reuse of existing beams, while Bridge #5 requires full replacement due to significant structural failure; however, pursuing a partial repair/partial replacement could complicate FEMA's project scope. The apparent low bidder, DanGrady Company, LLC, has expressed interest in coordinating this work alongside another Town project. Staff noted that proceeding will likely require temporary reallocation of funds from other cash flow loan projects until FEMA reimbursement is approved.

A lengthy discussion ensued among town staff and Council members that included ADA compliant needs of bridges, a list of priorities and costs, and whether to reject the bids received due to costs, and re-advertise for bids, then call a special meeting to award the bid, if needed. ***Town Council Member Ryan Stone made a motion to reject the bids received for the Golf Cart Bridge Repairs at the Golf Course. A vote of 4-0 in favor.***

***Vice Mayor Archie Pertiller was absent.***

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**11.J. Approval of Budget Amendment Resolution for Golf Cart Bridge Repairs at Black Mountain Golf Course.**

This item was null and void because the Council rejected the bids received in the previous agenda item to which this coincided with.

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**11.K. Discussion of Town Attorney's Annual Evaluation.**

At the December 8, 2025 Town Council meeting, the Council voted to approve the Town Attorney Performance Evaluation Document, which would be used to evaluate the Town Attorney annually. Council originally planned to conduct the attorney evaluation in January 2026. Council members have indicated they would like to proceed with the evaluation and asked the item be placed on the agenda for setting a date and time to do so. One suggestion would be for the Council members to each complete the evaluation form

prior to the next meeting, and Council could meet with the Attorney in closed session at the April 13, 2026 regular meeting to discuss. Council could also call for a special meeting for the purpose of discussing the attorney's evaluation in closed session.

*The consensus was for Council to complete the attorney evaluation forms and to submit them to the Town Clerk by Wednesday, March 18th who will compile. Further, Council Members Berry & Stone would meet with the Town Attorney to go over the reviews received from Council.*

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**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 Closed Session pursuant to N.C.G.S. 143-318.11(a)(3) — consult with attorney, attorney-client privilege. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.* The time was 8:48 p.m. Before entering closed session, there was a 5-minute recess.

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**13. ADJOURNMENT.**

*Town Council Member Alice Berry made a motion to return to open session from closed session. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.* The time was 9:36 p.m. **With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting.**

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C. Michael Sobol, Mayor

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Wesley M. Barker, Town Clerk



## BLACK MOUNTAIN TOWN COUNCIL MINUTES

March 12, 2026 | Special Emergency Called Meeting | Time: 5:00 PM

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

Black Mountain Town Council held their special emergency called meeting agenda on Thursday, March 12, 2026, at 5:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711. The purpose of this special emergency-called meeting is to discuss the Public Safety Building at 106 Montreat Rd., stemming from the presentation made at the March 9, 2026 Council meeting on the building's conditions.

### 1. CALL TO ORDER

Mayor C. Michael Sobol called the emergency meeting to order at 5:00 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Town Council Member Doug Hay, and Town Council Member Pam King. Council Members Alice Berry and Ryan Stone were absent.

The following staff members were present: Richard Hicks, Interim Town Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Matt Begley, Budget Analyst.

### 2. PUBLIC SAFETY BUILDING DISCUSSION

Fire Chief John Coffey and Police Chief Steve Parker presented relocation proposals to the Council as a follow-up from the information presented at the March 9, 2026 Town Council meeting by Moseley Architects and McGill Associates where they stated that the public safety building was not safe to be occupied, which led to an urgent need to relocate public safety personnel while additional testing is performed, and measures are taken to find a long-term solution to the problem.

The Chiefs and their staff have been working to find remedies and funding options for the immediate, short-term, and medium-term solutions. Town staff had several meetings with Ryan Cole, Emergency Services Director for Buncombe County who connected town staff with high level FEMA PA staff for FEMA Region 4 and at the state level. These conversations were critical in determining the necessary scoping for the project to fit into a Category B designation. Further, town staff met with various property owners and public safety departmental staff in other jurisdictions to explore options, and held conversations with OSBM staff to determine whether funds made available for the Public Safety Building through the NC Helene Capital Grant program could be used for temporary facilities pending the results of the engineering report.

Options that were presented as feasible options to temporarily relocate personnel included the 1) Ridgecrest Conference Center, 2) Monte Vista & Cragmont, 3) auctioned FEMA



modular units, 4) a temporary facility from City of Hendersonville, and 5) a lease to own a temporary facility like City of Hendersonville's for their Police Department. Pros and cons of each were reviewed. Options that were explored and determined non-viable were Blue Ridge Assembly, a property on US-70, and Buncombe County Schools. Options for programs and/or funding included modifying the scope of the Town's Category B Project for "Temp Facility Public Works & Planning Dept." to include Public Safety Offices (Project #: 965582), and use of NC Helene Capital Grant Funds.

Out of the options presented, Town staff recommend pursuing a combination of several options to cover both short-term and medium-term stability and safety for Public Safety personnel and limit disruption for critical service provision. These include Ridgecrest Conference Center, temporary facility from the City of Hendersonville, and a lease to own a temporary facility like the City of Hendersonville's for their Police Department.

The most beneficial option from a staff recommendation standpoint is acquiring the modular unit offered by the City of Hendersonville. This option alone will not be adequate to house both Fire & Police Department personnel. If this option is used, staff recommend supplementing this strategy with a lease to purchase agreement for a similar modular for Police Department personnel. Anticipated costs between \$300,000 to \$350,000 for the lifetime of the project. Staff also recommends pursuing the option to utilize space at Ridgecrest Conference Center or another local space to house Police Department personnel until we can procure a more suitable space for the duration of the remediation or construction process. The Police Department will also require storage of their armory and evidence and have determined the most viable option is the rental of one or more Conex Box Container(s).

Based on conversations with FEMA PA personnel, we anticipate this project to be eligible as a Category B project. This funding method is the recommendation of Town staff, given its adequacy to cover a substantial amount of all the project expenses. This allows the Town to direct more funding toward the remediation or replacement of the facility and leave the scopes and purposes of current grants unchanged.

Additional discussion ensued on the modular unit from Hendersonville and its placement on Honeycutt St., which runs in front of the current public safety building, as well as the utility hook ups. Also closure of Honeycutt St. was discussed but would occur when this modular would be brought here. Other discussion included costs and eligibility with the FEMA Category B project, and it was stated that \$1 million from the Town's insurance provider could go toward temporary housing and/or repair, and for new buildings.

***Vice Mayor Archie Pertiller made a motion to approve the temporary housing at Ridgecrest Conference Center as recommended and start the process of acquiring the modular from the City of Hendersonville. A vote of 3-0 in favor. Council Member Alice Berry and Ryan Stone were absent.***

**3. ADJOURNMENT**

With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 5:30 p.m.

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C. Michael Sobol, Mayor

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Wesley M. Barker, Town Clerk

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## BLACK MOUNTAIN TOWN COUNCIL MINUTES

April 1, 2026 | Special Called Meeting | Time: 5:30 PM

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

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Black Mountain Town Council held their special-called meeting on Wednesday, April 1, 2026, at 5:30 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 5:30 p.m. with the following council members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Doug Hay, Council Member Pam King, Council Member Ryan Stone.

The following staff members were present: Richard Hicks, Interim Town Manager; Scott Buffkin, Interim Assistant Manager; Wesley Barker, Town Clerk; Michelle Kennedy, Planning Director; Anne Phillip, Stormwater Technician & Floodplain Administrator; Russell Care, Zoning Administrator; Brent Miller, Golf Course Manager; Matt Begley, Budget Analyst.

Mayor Sobol asked if the Council would consider adding a public comment section to the agenda with speakers limited to two minutes each to speak. ***Council Member Ryan Stone made a motion to add Citizen Comment to the agenda as recommended. A vote of 5-0 in favor.***

***Council Member Alice Berry made a motion to add a Unified Development Ordinance (UDO) update to the agenda. A vote of 5-0 in favor.***

### 2. PUBLIC COMMENT *(Added By Council At The Meeting)*

- Gail Young, 1105 Blue View Dr., spoke about data centers and their heavy use of water and electricity, stating she would like to see a plan to restrict these.
- Richard Hudson, 106 Pleasant Dr., spoke about opening the front nine holes of the golf course.
- Eddie Frizsell, 600 Laurel Ave., spoke about fully opening the golf course.
- Mary Marett, 102 Llama Way, spoke about finding solutions to take care of core town services and spoke of her support to open the golf course fully.

### 3. CONSENT AGENDA

- 3.A. **Consideration of Resolution Naming Interim Town Manager Richard Hicks as the Authorized Representative to Submit Disbursement Request Forms to the Division of Water Infrastructure (DWI) for DWI-Funded Projects.** This item will adopt a resolution designating Interim Town Manager Richard Hicks as the Town's authorized representative to submit disbursement request forms to the NC Division of Water Infrastructure (NC DWI) for DWI-funded projects, replacing prior authorized representative, Jessica Trotman, who has left employment with the Town.

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

**A RESOLUTION NAMING RICHARD HICKS AS THE AUTHORIZED  
REPRESENTATIVE TO SUBMIT DISBURSEMENT REQUESTS FORMS TO THE  
DIVISION OF WATER INFRASTRUCTURE (DWI) FOR DWI FUNDED PROJECTS  
RESOLUTION NO. R-26-29**

**WHEREAS**, the North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) requires a Resolution of the Governing Board to delegate the authority to submit disbursement requests; and

**WHEREAS**, Jessica Trotman, the prior authorized representative, is no longer an employee of the Town of Black Mountain and cannot act as its authorized representative; and

**WHEREAS**, Richard Hicks is currently serving as the Town's Interim Town Manager; and

**WHEREAS**, the Town Council wishes to name Richard Hicks as the authorized representative to submit disbursement requests forms to DWI for DWI funded projects.

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

That the Town of Black Mountain authorizes Richard Hicks to submit disbursement requests forms and act as the Town's Authorized Representative on behalf of the Town Council of the Town of Black Mountain.

This Resolution shall take effect immediately upon its adoption.

**Approved this the 1st day of April 2026.**

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- 3.B. Consideration of Resolution Authorizing Town Staff to Submit an Application for USDA Disaster Assistance Funding Grant for Replacing Helene-Damaged Vehicles.** This item considers a resolution authorizing Town staff to apply for USDA Community Facilities Disaster Assistance Funding in the amount of \$556,403.57 to replace public works vehicles damaged during Tropical Storm Helene. The funding would address the gap between insurance proceeds and replacement costs, as FEMA Public Assistance will not cover full vehicle replacement. The resolution also authorizes the Town Manager or designee to submit and execute all required application documents.

*Town Council Member Ryan Stone made a motion to approve the following resolution. A vote of 5-0 in favor.*

**A RESOLUTION AUTHORIZING TOWN STAFF TO SUBMIT AN APPLICATION FOR UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) DISASTER ASSISTANCE FUNDING GRANT FOR REPLACING HELENE-DAMAGED VEHICLES**

**RESOLUTION NO. R-26-30**

**WHEREAS,** Tropical Storm Helene caused extensive damage to Town of Black Mountain vehicles; and

**WHEREAS,** the FEMA Public Assistance has determined they will not fund vehicle replacement beyond insurance proceeds; and

**WHEREAS,** there exists a substantial gap between insurance proceeds and vehicle replacement costs; and

**WHEREAS,** replacing damaged vehicles is an eligible activity under the United States Department of Agriculture (USDA) Community Facilities Disaster Assistance Funding program; and

**WHEREAS,** the Land of Sky Regional Council has offered to assist the Town of Black Mountain with this application; and

**WHEREAS,** the USDA CF DAF program does not require local matching funds; and

**WHEREAS,** the Town Council wishes to pursue a formal application in the amount of \$556,403.57 to cover the estimated gap between insurance proceeds and replacement vehicle costs based on blue book values.

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

1. That the Town of Black Mountain is authorized to submit a formal application to the USDA Community Facilities Disaster Assistance Funding program for replacing Helene-damaged vehicles.

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

This Resolution shall take effect immediately upon its adoption.

Approved this the 1st day of April 2026.

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### **3.C. Amendment to Contract to Audit Accounts- Gould Killian CPA Group.**

The LGC has approved/accepted the Town's ACFR, and it is now finalized. The attached contract amendment amends the due date due to the late release of the 2025 Compliance Statement. Additionally, there is an increase in the fee due to an additional major program being required to be single audited. The not-to-exceed amount in the original contract included one major program. The Town was required to have two major programs audited. The fee amendment reflects an additional \$4,500 for the additional major program. The modified audit fee would be \$56,900, up from \$52,400. Once these amendments to the contract are approved and signatures are obtained, the auditors will be able to get the FY25 audit process closed out with the LGC.

*Town Council Member Ryan Stone made a motion to approve the amendment to the contract to audit accounts with Gould Killian CPA Group as recommended. A vote of 5-0 in favor.*

## **4. PRESENTATIONS**

### **4.A. Presentation of Lakeview Center Building Assessment & Repair Considerations.**

Architect John Arnaud presented the Lakeview Center Building Assessment report to Council. This report summarizes the current condition of the Lakeview Center Building, identifies applicable building code and floodplain regulations, and outlines considerations for repair and continued use. The building was damaged during Tropical Storm Helene and requires additional repair. Questions have also been raised about the floodplain and compliance with current life safety requirements, particularly an automatic sprinkler system. The Town of Black Mountain requested this report to support decision-making regarding the building's repair and continued use.

Per the report, in determining how to proceed, Town will need to determine whether continued use and maintenance of the building in its repaired configuration is practical and financially reasonable. Considerations to make this determination should include:

1. Whether the building can be restored to its previous capacity without triggering flood damage prevention compliance.
2. Whether FEMA support can be applied to repair or redirected to support lost function.



3. What measures, including an automatic sprinkler system, will be required as part of the repairs.
4. How to manage construction cost risk and regulatory thresholds during repairs.
5. Whether the building can be insured, given its location in a floodplain.

Further, the report states the following conditions should be considered in determining an appropriate path forward for the Lakeview Center:

- a. Flood Damage Prevention Requirements – If repair work exceeds \$750,000, the flood damage prevention measures of the Unified Development Ordinance will result in the loss of use of the lower floor.
- b. FEMA Support – Buildings damaged during FEMA-declared disasters (Tropical Storm Helene) often qualify for funding through the public assistance program. The magnitude of the repair costs and the conditions of the existing building may form the basis for a capped project. A capped project could support the replacement of the building in a more suitable location or configuration.
- c. Building Code Considerations – It will need to be confirmed with the building official if an automatic sprinkler system is required in the building. There are code-compliant routes under new or existing building codes that permit improvements, both with or without installing the system.
- d. Cost Considerations – Exact construction costs cannot be determined without further design and construction estimating. It is likely that the cost to complete repairs and achieve compliance with contemporary code will approach the \$750,000 flood-damage-prevention threshold. Before proceeding with any construction, a detailed estimate should be obtained from a qualified general contractor to help manage cost risk.
- e. Insurance and Risk - The building is situated within an established floodplain. Insurance coverage may be restricted or have higher premiums. The town should consult with its insurance provider to verify insurability and associated risk.
- f. Useful Life of the Building – The building is approaching 100 years old. The building has undergone numerous renovations and additions, and much of its code compliance is based on acceptance of grandfathered conditions. The building has flooded multiple times, and given its location in the floodplain, future flooding of the lower level is imminent. While replacement of systems like the siding, the wood deck, and the roof are not immediately required, they will need to be addressed in the future. Given its age, history of modification, and exposure to flooding, the building is likely approaching the end of its typical service life.

The report offers the following recommended next steps:

1. Obtain a site survey. Establish base flood elevation, confirm flood-related boundaries, and locate key site utilities.
2. Verify the availability of FEMA support for the project.
3. Coordinate with the authority having jurisdiction to determine exactly what existing conditions can be permitted to remain without change and what improvements are deemed

- necessary for the general safety and welfare of the occupants and public.
4. Obtain a cost estimate from a qualified contractor. This can likely be used to support a request for FEMA funding and to determine whether the project will approach or exceed the substantial improvement threshold. Additional analysis and schematic design may be required to secure detailed estimates.

These steps should enable the Town to make informed decisions about repairs, funding, and the building and site's future.

Interim Town Manager Hicks asked Mr. Arnaud if staff could occupy this lower level with offices. Mr. Arnaud said yes with some upgrades but would run the risk of the lower-level flooding again and would need to check with the Town's insurance provider on this. Other discussion ensued about options and next steps in the process, with a site survey being the first step to pursue.

#### **4.B. Presentation Regarding Establishing a Limit of Built Upon Area for Infill Development.**

Anne Phillip, Stormwater Technician & Floodplain Administrator, provided a presentation regarding establishing a limit of Built Upon Area (BUA) for infill development. Anne noted a rise in subdivision of larger parcels into smaller lots, many at or near the minimum size allowed by zoning. She explained that current regulations do not limit impervious surface (built upon area) on these smaller lots, and that recent updates to the Phase II Stormwater Ordinance, aligned with state rules, have reduced regulatory triggers for single-family development on parcels under half an acre. As a result, many new residential projects, now comprising approximately 85% of development, may proceed without stormwater permitting, even as they maximize lot coverage.

Further, Anne highlighted concerns that continued infill without impervious surface limits could lead to increased stormwater runoff and downstream impacts, particularly affecting older homes. She also noted that accessory dwelling units (ADUs) and required parking further reduce permeable space. To address these issues while maintaining diverse housing opportunities, she outlined potential options including establishing impervious surface limits, adding landscaping/permeability requirements, or creating standards specific to smaller lots. Council direction was requested to refine these options, with potential next steps including Planning Board review and drafting of a text amendment. The Council was in consensus to move forward with this proposal, and to direct the Planning Board to review and recommend prior to bringing it back to the Council.

#### **4.C. Staff Update on Data Center Considerations.**

Council was provided a brief update from Planning Director Michelle Kennedy regarding data center discussion and information from the recent Planning Board meeting. Michelle stated the Planning Board wanted to recommend a text amendment that would add a definition to allow data centers with heavy requirements within the heavy industrial district, which included limits on heights, distances from other types of buildings, fencing requirements and buffering requirements. Michelle stated Buncombe County has amended their ordinance to ban cryptocurrency mining centers. Further, Michelle stated a call for

public hearing for text amendments related to data centers would be on the April 13, 2026 agenda to be held at the May 11, 2026 meeting at which time the Council would be able to take action on the proposed text amendments.

#### **4.D. Golf Course Presentation on 18-Hole Hurricane Recovery & 10-Year Plan.**

Brent Miller, Golf Course Manager, provided an overview of the funding required to restore full 18-hole operations at the Black Mountain Golf Course and the expected financial outlook once operations resume. Brent's report included information on funding needs, a five-year financial outlook, a capital maintenance strategy for the next 10 years, and a 10-year business plan with course updates/improvements. Brent stated to get the front nine holes open the golf cart bridges would still need to be repaired. Further, Brent

mentioned staffing needs at the golf course. A discussion on using the golf course for community use also ensued. A question was asked about the golf maintenance building within the golf course plans, to which it was explained there is a \$1 million grant that can be used for this building and construction could begin soon upon approval of the plans. ***A copy of this golf course presentation is included at the end of these minutes as Appendix A.***

### **5. NEW BUSINESS**

#### **5.A. Consideration of a Capital Project Ordinance for Public Safety Temporary Facilities Project.**

This agenda item is to consider a Capital Project Ordinance authorizing the acquisition and setup of temporary facilities for public safety personnel while permanent facilities remain unavailable. The ordinance establishes a project budget of \$178,727.55, funded through the Helene Fund unassigned balance, with anticipated reimbursement from FEMA Public Assistance or related grant funding. It also authorizes project expenditures, including IT relocation and rental costs, and designates the Town Manager and Finance Director to administer the project within approved budget and legal requirements.

***Town Council Member Alice Berry made a motion to adopt the Capital Project Ordinance for the Public Safety Temporary Facilities Project as recommended. A vote of 5-0 in favor.***

**Town of Black Mountain  
Public Safety Temporary Facilities Project  
Capital Project Fund Ordinance  
Ordinance No: O-26-06**

**BE IT ORDAINED** by the Town Council of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control, a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any

subsequent fiscal year; and the following Capital Project Fund Ordinance is hereby created as follows:

### **Section 1: Project Defined**

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

### **Section 2: Project Authorization**

The project authorized is for the purpose of acquiring temporary facilities for public safety personnel until permanent Town public safety facilities are suitable for occupancy.

### **Section 3: Funding**

The project is funded in whole or in part by revenue from the FEMA PA reimbursement for the Emergency Operations Center (EOC) project, which has been directed to the Unassigned Fund Balance in the Helene Fund. This funding will be replaced and reimbursed by FEMA PA funding specifically designated for this project or NC Helene Capital Grant funding awarded for Public Safety Building repair or replacement dependent on the eligibility determination from FEMA PA.

### **Section 4: Directives**

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

### **Section 5. Revenues**

The following anticipated Revenues are hereby adopted:

| <b><u>Budgeted Revenues</u></b>                |                                    |
|------------------------------------------------|------------------------------------|
| <b><u>Revenue Type</u></b>                     | <b><u>Anticipated Revenues</u></b> |
| Helene Fund Unassigned Fund Balance Allocation | \$178,727.55                       |
| <b>Total Revenue</b>                           | <b>\$178,727.55</b>                |

### **Section 6. Expenditures**

The following anticipated appropriations are hereby adopted:

| <b><u>Budgeted Expenditures</u></b> |                                        |
|-------------------------------------|----------------------------------------|
| <b><u>Expenditure Type</u></b>      | <b><u>Anticipated Expenditures</u></b> |
| IT Relocation                       | \$12,000                               |
| Cash Flow for Rental Costs          | \$166,727.55                           |
| <b>Total Expenditure</b>            | <b>\$178,727.55</b>                    |

### **Section 7. Records and Reporting**

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

### **Section 8. Authority to Manage Accounts**

The Town Manager and/or the Finance Director has the authority to transfer funds; both expenditures and revenues, between the accounts contained within the capital project as may be necessary, provided however that the total expenditures equal the total revenues and that expenditures may not exceed the project total without an amended ordinance from council.

### **Section 9. Official Copies**

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

### **Section 10. Budget Inclusion**

Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year. However, per G.S. 159-13.2 information on project ordinances will be included in the annual budget. Each year the finance officer shall include within the budget information in such detail as he or the governing board may require concerning each grant project or capital project. This information will be detailed for any new project funds expected to be authorized by project ordinance during the budget year and include information on projects authorized by previously adopted project ordinances which have remaining appropriations available for expenditure during the budget year.

### **Section 11. Project Expiration**

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

**Duly adopted this 1<sup>st</sup> day of April 2026.**

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#### **5.B. Consideration of Resolution Budgeting Funds for the Temporary Public Safety Facilities Project.**

This consideration of a budget amendment resolution is to amend the budget and allocate \$178,727.55 from the Helene Unassigned Fund Balance to support temporary public safety facilities following damage to the Public Safety Building during Tropical Storm Helene. Funds will provide interim cash flow for project costs, including IT relocation and facility rental, with anticipated reimbursement from FEMA Public Assistance or NC Helene Capital Grant funding. The resolution also authorizes the Interim Town Manager to execute necessary documents to implement the project.

***Town Council Member Alice Berry made a motion to approve the resolution as presented and recommended. A vote of 5-0 in favor.***

**A RESOLUTION BUDGETING FUNDS TO THE TEMPORARY PUBLIC SAFETY  
FACILITIES PROJECT**

**Resolution No. R-26-31**

**WHEREAS**, the Town of Black Mountain Public Safety Building was substantially damaged during Tropical Storm Helene; and

**WHEREAS**, a subsequent assessment by structural engineers found the building unsafe for occupancy; and

**WHEREAS**, the Town of Black Mountain has explored alternative accommodation for Public Safety personnel while further testing and permanent facility options are assessed, including posting a Request for Proposals for temporary facilities; and

**WHEREAS**, the Town of Black Mountain anticipates this project to be entirely funded through either FEMA Public Assistance (Category B) or NC Helene Capital Grant funding; and

**WHEREAS**, the grant funding source depends on the eligibility determination from FEMA PA staff; and

**WHEREAS**, the Town seeks to provide cash flow for this project while awaiting the FEMA PA eligibility determination to provide stability to public safety departmental staff and public safety services; and

**WHEREAS**, the Town has received FEMA PA reimbursement for the Emergency Operations Center (EOC) project (Project #814473), which covered personnel expenses during the immediate disaster response, in the amount of \$178,727.55; and

**WHEREAS**, the Town of Black Mountain has passed O-26-XX, a Capital Project Ordinance for the project, on April 1, 2026;

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

1. The Town makes the following budget amendments to support the construction of golf course cart bridges.

| Account Number | Account Description                                                     | Increase     | Decrease     |
|----------------|-------------------------------------------------------------------------|--------------|--------------|
| 425-8806-43100 | Grant Revenue – Federal (EOC)                                           |              | \$178,727.55 |
| 425-8806-32000 | Unassigned Fund Balance (Helene Fund)                                   | \$178,727.55 |              |
| 425-8806-32000 | Unassigned Fund Balance (Helene Fund)                                   |              | \$178,727.55 |
| 425-8806-52115 | Technology and Software License<br>(Public Safety Capital Project)      | \$12,000     |              |
| 425-8806-52340 | R&M – Rental of Temporary Facilities<br>(Public Safety Capital Project) | \$166,727.55 |              |



2. The Interim Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

**ADOPTED this 1<sup>st</sup> day of April 2026.**

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**5.C. Unified Development Ordinance (UDO) Update.**

Planning Director Michelle Kennedy gave an update on the Unified Development Ordinance (UDO) status. Michelle stated the Planning Board plans to meet and recommend the UDO draft at their May meeting for approval by the Town Council. Town Council

would then call for a public hearing at the June meeting for the July meeting when a public hearing and vote to adopt the UDO would be considered. Michelle stated the Planning Department plans to hold a series of public meeting in between May and June about the UDO draft but will confirm with the Town Attorney. Town Council members expressed their interest in getting this UDO process completed as soon as possible and acknowledged the time spent on this by Planning Board members and the staff.

**6. ADJOURNMENT**

Council Member Doug Hay requested an update from the Police & Fire Chiefs on their temporary locations at the April 13, 2026 regular council meeting.

***With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 7:40 PM.***

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C. Michael Sobol, Mayor

Attest:

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Wesley M. Barker, Town Clerk



# BLACK MOUNTAIN TOWN COUNCIL MINUTES

April 9, 2026 | Special Meeting Agenda | Time: 5:00 PM

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

Black Mountain Town Council held their special meeting on Thursday, April 9, 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 special meeting to order at 5:00 p.m. with the following members in attendance: Mayor C. Michael Sobol, Vice Mayor Archie Pertiller, Council Member Alice Berry, Council Member Pam King. *Council Members Doug Hay and Ryan Stone were absent. Note: Council Member Ryan Stone joined the meeting at 6:15 p.m.*

The following staff members were present: Craig Justus, Town Attorney; Richard Hicks, Interim Town Manager; Scott Buffkin, Interim Assistant Town Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Jamey Matthews, Public Works Director; Rick Burton, Building Inspector; Jennifer Tipton, Planning Senior Admin.; Matt Begley, Budget Analyst.

## 2. EVIDENTIARY HEARING

### 2.A. Appeal of Order to Take Corrective Action - 850 Blue Ridge Road

The property owner at 850 Blue Ridge Rd., PIN # 0609-72-3860.00000 received an Order to Take Corrective Action dated November 17, 2025 from the Town of Black Mountain's Senior Building Official. This structure was found to be a safety & fire hazard by the Senior Building Official. An administrative hearing was held on Friday, November 14, 2025 where the Town's Senior Building Official declared the following:

- The structure at 850 Blue Ridge Rd. was officially condemned.
- The structure at 850 Blue Ridge Road was a severe threat to health and safety.
- There has been ample opportunity to remedy the defects or to demolish the structure.
- No extensions past the time given in this notice will be granted.
- All assistance programs that were offered have since closed (please note that all of these were federal programs and the town did not offer any local assistance).
- The property owner would have forty-five (45) days from the date of the notice to demolish the structure and clear all debris from the site.
- Further, this letter indicated the property owner may exercise their right to appeal this decision, pursuant to N.C.G.S. §160D-1123.

On November 26, 2025, the property owner submitted their appeal to the order to take corrective action to the Town's governing body as allowed via N.C.G.S. §160D-1123. This letter laid out the reasons for the appeal to take corrective action. The Town Council will now hear this appeal in this special-called meeting as an evidentiary hearing.

Mayor Sobol opened the hearing at 5:00 p.m. Planning and Building Inspection staff members presented the case to the Town Council. Mr. Kevin Wei on behalf of sister Hongqin Wei, appellant, then provided his testimony to the Council. A lengthy discussion then ensued among council members, the town attorney, the appellant and town staff. The following findings of fact and conclusions of law were as follows:

Based upon the information and evidence presented and after hearing all of the evidence, the Council does hereby make the following **FINDINGS OF FACT**:

1. Hongqin Wei (“Wei”) appealed the Town of Black Mountain Building Inspector’s order to take corrective action to demolish the Building and remove all debris (“Appeal”).
2. All required notices were mailed and published, and signs were properly posted regarding this Appeal.
3. Jennifer Tipton, Senior Admin (“Senior Admin”), and Rick Burton, Building Inspector (“Building Inspector”) appeared for the Town.
4. Kevin Wei, brother of Hongqin Wei, appeared as the representative for the Appellant (“Appellant”).
5. The Town admitted the Record of the case into evidence without objection, and it was accepted by Mayor C. Michael Sobol, the presiding officer.
6. The Building at 850 Blue Ridge Road, a nonresidential building, was severely damaged after Tropical Storm Helene in September of 2024.
7. The Appellant was sent a Notice of Substantial Damage Determination for 850 Blue Ridge Road, dated December 17, 2024. The notice provided a substantial damage assessment, instructions for appealing the determination, and an offer to the property owner meet with the Floodplain Administrator to discuss the requirements and potential options for bringing the building into compliance with the Flood Damage Prevention Ordinance. This notice was not appealed.
8. The Town communicated with TetraTech about reaching out to the Appellant to potentially apply for the Private Property Debris Removal Program.
9. The Appellant was sent a letter detailing the unsafe conditions in accordance with NCGS §160D-1118 (Defects in buildings to be corrected), dated July 31, 2025.
10. The July 31, 2025, letter stated that the unsafe conditions needed to be permitted, repaired, completed and inspected, or the entire Building needed to be demolished within ninety days of receipt of the letter. Notice of the unsafe character of the Building was posted by the Town on the exterior wall of the structure.
11. The Appellant sent a response dated October 24, 2025, in response to the July 31, 2025, letter of unsafe conditions.
12. The Appellant noted that the property was in a unique situation as NCDOT planned to acquire the property due to the proposed I-40 interchange project.
13. Based on the unique situation noted by the Appellant, the Appellant asked for a delay in any permit application or processing as pursuing repairs for a building that

is expected to be demolished would result in unnecessary financial and administrative burden.

14. Because Appellant failed to take corrective action as requested for the Building, the Appellant was sent a letter dated November 4, 2025, regarding a condemnation hearing that would be held on November 14, 2025, in accordance with NCGS §160D-1121.
15. The Appellant sent a response dated November 12, 2025, requesting an extension of time to comply.
16. The condemnation hearing was held on November 14, 2025, in accordance with NCGS §160D-1121, addressing the concerns of the Building at 850 Blue Ridge Road. The hearing was held at 304 Black Mountain Avenue with the Senior Administrative and Building Official in attendance.
17. The Building Inspector found that no actions have been taken to repair the property and that due to the condition of the Building, the Building is a blight, is attracting illicit activity, rodent and animal infestation, homeless activity, and is a severe safety and fire hazard. Further delay could not be granted.
18. The Building Inspector officially condemned the Building and ordered the Building to be demolished within forty-five days of receipt of the Order to Take Corrective Action.
19. The Order to Take Corrective Action, in accordance with NCGS §160D-1122, dated November 17, 2025, was sent to the Appellant.
20. The Appellant filed an appeal dated November 26, 2025 to the Town Council.
21. At the hearing, Appellant did not present any experts or witnesses who could testify in any way to rebut the findings of the Building Inspector. Appellant's only contention was to dispute the remedy required to address the condition of the Building.
22. The Building is a fire or safety hazard.
23. The Building is dangerous to life, health, or other property.

Based on the foregoing **FINDINGS OF FACT**, the Council then made the following **CONCLUSIONS OF LAW**:

1. This Council has jurisdiction under NCGS §160D-1123 to decide appeals of any order received under NCGS §160D-1122.
2. Because the Building located at 850 Blue Ridge Road is a fire or safety hazard and otherwise dangerous to life, health, or other property, it must be promptly remedied by Appellant as prescribed below.
3. Appellant must within sixty (60) days of the date of this Order fully install at her expense a fence that is attached to the Building in its entirety and covers all openings and otherwise ensures that the Building is vacant and not accessible to any member of the public. The fence must allow air flow and visibility to the interior of the Building. If the Appellant fails to timely install the fencing, then the Building without further notice to the Appellant may be immediately demolished at the expense of Appellant.
4. The Town Council retains the right to revisit this matter if any conditions change or to exercise all remedies available by law, including NCGS 160D-1125.

*Upon a motion by Vice Mayor Archie Pertiller, the Council members present voted 3-0 in favor, that the building at 850 Blue Ridge Road is a fire and safety hazard and is dangerous to life, health, or other property. The Appellant shall timely complete the corrective action set forth in the conclusions of law, based on the foregoing Findings of Fact.*

*Council Members Doug Hay and Ryan Stone were absent.*

The hearing was adjourned at 6:15 p.m.

**A copy of the document entitled “Order To Take Corrective Action at 850 Blue Ridge Road”, and supplemental materials, are attached at the end of these minutes as Appendix A.**

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### **3. AGENDA REVIEW AND APPROVAL**

*Council Member Ryan Stone joined the meeting at 6:15 p.m.*

#### **3.A. Review & Approval of April 13, 2026 Town Council Meeting Agenda.**

At 6:15 p.m., the Council moved to the next item on this special meeting agenda was a review of the April 13, 2025 Town Council meeting agenda. A suggestion was offered to move the item Acceptance of Grant Funds with NCDEQ from New Business to Consent Agenda. Also, it was mentioned to include the letter from the Executive Director for Black Mountain Center for the Arts requesting the lease extension, be added into the agenda packet under that item.

*Town Council Member Alice Berry made a motion to approve the April 13, 2026, agenda as presented, with the suggested amendment. A vote of 4-0 in favor. Council Member Doug Hay was absent.*

**With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 6:30 p.m.**

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C. Michael Sobol, Mayor

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Wesley M. Barker, Town Clerk



# BLACK MOUNTAIN TOWN COUNCIL MINUTES

April 13, 2026 | Regular Session | Time: 6:00 PM

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

Black Mountain Town Council held their regular session agenda on Monday, April 13, 2026, at 6:00 p.m. 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: 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: Richard Hicks, Interim Town Manager; Scott Buffkin, Interim Assistant Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Chad Goins, Interim Project Manager; Jennifer Tipton, Senior Admin., Matt Begley, Budget Analyst.

## 2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS- *None.*

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

### 3.A. Brief Remarks by Dr. Shantelle Simpson, President and CEO of Appalachian Mountain Health

Dr. Shantelle Simpson, President and CEO of Appalachian Mountain Health (AMH) provided remarks. Dr. Simpson offered a brief update on the AMH Black Mountain clinic that will open later this year.

### 3.B. Presentation and Update on Temporary Facilities for Police & Fire Departments

The Council at the last meeting requested a presentation from the Police Chief and Fire Chief on their temporary facilities and the effects on their current operations. Police Chief Steve Parker and Fire Chief John Coffey made a presentation on temporary facilities for the Public Safety staff stating there is some forward movement as public safety staff will be relocating from Ridgecrest on April 20th and 21st to a temporary location at Givens Highland Farms. This will improve workspace conditions and help centralize operations, which is a step in the right direction. Firefighters will remain at the Black Mountain Presbyterian Church parsonage; however, this was not an ideal solution, it was the only viable option to maintain response capability. We have kept our apparatus secured in the station bays, which is critical. There are thousands of dollars in equipment, and maintaining security and preventing tampering is non-negotiable. But the displacement is creating real operational impacts. There is a measurable delay in



response times due to the separation between living quarters and apparatus. Despite that, we are doing everything possible to meet ISO standards and state requirements. At the same time, morale has been significantly affected. Our firefighters are operating in conditions that are far from normal, and they are taking a toll. There is an immediate need to move forward with modular units. These units are critical for secure evidence storage, safe ammunition storage, and functional workspace. This is not a long-term enhancement; this is an immediate operational necessity. We have evaluated the triple-wide option in Hendersonville. It remains viable, but transportation costs are significant, which requires a more thorough review before moving forward.

Further, the Chiefs stated the community is facing an urgent public safety challenge driven by a severe staffing shortage within the police department, which currently has seven vacant officer positions and expects two more retirements soon. This is more than a personnel issue—it is affecting response times, daily coverage, officer safety, and the overall level of service provided to residents. Just as concerning is the low morale among officers, who consistently report feeling underpaid, underappreciated, and unsupported, creating a serious risk of losing more experienced staff while making recruitment and retention even harder. At the same time, several essential departments—including Police, Fire, EMS, Parks and Recreation, Planning and Zoning, Water and Sewer, and Public Works—are operating without proper facilities, leading to growing concern that core government responsibilities are not being prioritized. When public safety agencies are displaced, under-resourced, and undervalued, the consequences are real: reduced efficiency, slower emergency response, and declining public trust. Immediate action is needed to provide modular unit solutions, secure safe and functional facilities, improve compensation and morale, and clearly reaffirm that serving and protecting the community remains the highest priority.

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#### 4. CITIZEN COMMENTS

- Ben Hill, 15 Knoll Hill, spoke on wife's business located in town and the multiple failed inspections from the Town's building inspector even when the work was completed by a qualified contractor, who does not want to take on more projects in town due to these difficulties.
- Lauren Murray, 396 Avena Rd., spoke on importance of public safety facilities and displacement. She asked who oversees contacting FEMA to help with these funding needs in a quicker fashion.
- David Galloway, 103 Brookhaven Dr., spoke at last month's meeting about Council declining to take over Brookhaven Dr. Spoke on Town of Black Mountain Street Dedication Policy that is on the website. Public Works Director & Fire Marshal had recommended this street to be taken over. Spoke on procedural concerns. Asked the Council to reconsider this street dedication.
- John Richardson, 111 Church St., made comments on Black Mountain Brewing and the recent mediation that occurred. Mr. Richardson asks how much has been paid to outside counsel on this ongoing matter. He also spoke about town

leadership issues.

- John Garcia, who owns a business at 103 S Ridgeway Ave., spoke on easily addressable issues around town. Spoke to the Council on "getting back to the table," by leaning on the citizens who are willing to help and to meet with the citizens to hear concerns.
- Anna Stearns, 419 Kerlee Heights Dr., spoke about the removal of the fence at 141 Richardson Blvd.
- Jennifer Galloway, 103 Brookhaven Dr., spoke on the street dedication policy and the denial of this street dedication at the March 2026 meeting to take this street over asking Council to reconsider.

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**5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL- *none.***

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**6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER- *none.***

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**7. CONSENT AGENDA**

**7.A. Monthly Tax Collector Report – February 2026.**

*Vice Mayor Archie Pertiller made a motion to Approve the Tax Collector Report as presented. A vote of 5-0 in favor.*

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**7.B. Call for Public Hearing on May 11, 2026, at 6:00 p.m. to Amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.14, Table of Uses by Zoning District; and Chapter 5, Section 5.19, Data Processing Centers, to add a definition, use, and requirements for data processing centers.**

Multiple towns and cities across the state are beginning to get applications for data processing centers. There are currently no definitions or requirements for data processing centers in the town's zoning ordinances. The proposed amendments will define a data processing center and will allow for requirements to be put in place. The goal is to have the ordinance in place before an application comes in. A public hearing on the proposed text amendments will be held on Monday, May 11, 2026 at 6:00 pm in the Council Chambers.

*Vice Mayor Archie Pertiller made a motion to approve the call for a Public Hearing on Monday, May 11, 2026 at 6:00 p.m. for proposed text amendments to the zoning ordinance related to data centers. A vote of 5-0 in favor.*

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**7.C. Board of Adjustment Alternate Member Removal.**

Board of Adjustment alternate member Chloe Brown has not attended a Board of Adjustment meeting, or notified staff that she would not be in attendance since

July 2025. This has caused several meetings to have to be rescheduled due to not being able to get a quorum. The Board of Adjustment Chair and staff are recommending that Ms. Brown be removed from the Board of Adjustment and that an advertisement be placed to recruit a new alternate member to this board. Ms. Brown has been absent from the following meetings, and per the current Advisory Board & Commission Policy, meets the criteria for removal due to being absent for three consecutive meetings: July 17, 2025, August 21, 2025, September 18, 2025, November 20, 2025, December 18, 2025, January 15, 2026, February 19, 2026, and March 19, 2026.

***Vice Mayor Archie Pertiller made a motion to approve the removal of Chloe Brown from the Board of Adjustment as recommended. A vote of 5-0 in favor.***

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**7.D. Appointment of Board of Adjustment Alternate Member to Regular Member.**

Mary E. Hall currently serves as Alternate #1 on the Board of Adjustment and was first appointed as an Alternate on August 11, 2025. Due to the resignation of Board of Adjustment Member Lauren Dodgin last month, Mary is now next in line to move up from alternate to a regular member on this board, filling the unexpired term seat vacated by Lauren Dodgin. If appointed, Mary would fill this unexpired term through July 2027. At the conclusion of this term expiration, Mary would still be eligible to still serve two full 3-year terms, if she wishes, as according to the current Advisory Board & Commission Handbook, "a person who has served more than two-thirds of a full term after being appointed to complete the term of a previous board member shall be considered to have served a full term for the purposes of determining eligibility under the provisions of this section," which is not the case for this unexpired term having only approximately one-third remaining. If appointed, the Town will begin recruiting interested citizens for this alternate seat vacancy. Staff recommends Mary be appointed as a regular member.

***Vice Mayor Archie Pertiller made a motion to appoint Mary E. Hall to Regular Member, from Alternate Member, on the Board of Adjustment to fill the unexpired term as recommended. A vote of 5-0 in favor.***

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**7.E. Acceptance of Grant Funds with NC Department of Environmental Quality (DEQ).**

Through the efforts of Rechelle Vilevac, Public Works Sanitation Supervisor, the Town has been offered a grant of \$525,000 from the NC Department of Environmental Quality's (DEQ) Helene Hurricane Recovery Recycling Infrastructure Grant Program. This grant will allow the Town to purchase additional solid waste equipment, such as garbage packers, and to replace the recycling carts that were lost during the storm. The Town Council has been asked to officially accept this grant award, so the Town can notify DEQ that we accept the grant by April 17, 2026.

*Vice Mayor Archie Pertiller made a motion to accept the grant award for NC DEQ's Helene Recovery Recycling Infrastructure Grant. A vote of 5-0 in favor.*

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**7.F. Approval of Council Order of Corrective Action - 850 Blue Ridge Road Appeal Hearing held on April 9, 2026.**

On April 9, 2026, Town Council held a special meeting for an evidentiary hearing to hear an appeal of an order of corrective action issued by the building inspector at 850 Blue Ridge Road. The Order attached to this item is the official findings of fact and corrective actions that were discussed and agreed upon by the Town Council in relation to this property at that hearing. Per the Town Attorney, Town Council should formally approve this Order that will then be sent to the appellant.

*Vice Mayor Archie Pertiller made a motion to approve the Order of Corrective Action & Findings of Fact for 850 Blue Ridge Rd. as presented. A vote of 5-0 in favor. A copy of this document is included at the end of these minutes as Appendix A.*

\*\*\*\*\*

**8. PUBLIC HEARING**

**8.A. Public Hearing to Amend Chapter 1, Section 1.7.3, Variances, to remove the requirement that only signs in the historic district may seek a variance from the sign regulations.**

Jennifer Tipton, Senior Admin, with the Planning Department gave an overview to the Council on the proposed text amendments. The current text only allows signs within the historic district to seek a variance from the sign regulations. This means that business owners and property owners outside the historic district wanting to make a case to the board of adjustment that there is something uniquely impinging or restrictive about their property that presents an unnecessary hardship related to the strict application of the sign regulations and that is outside the allowances of Section 9.10, Administrative Adjustments of Signage Regulations, cannot do so. Such a prohibition is unreasonably restrictive and outside the spirit and intent of both Section 1.7.3 and Section 9.1. The recommendation from staff is to delete item (D)(5) in its entirety. The Planning Board heard this proposed amendment at their February 23, 2026, regular meeting and voted 4-0 to recommend the amendment as proposed.

*Town Council Member Alice Berry made a motion to open the public hearing. A vote of 5-0 in favor. The time was 7:03 p.m. No public comment was provided. Vice Mayor Archie Pertiller made a motion to close the public hearing. A vote of 5-0 in favor.*

*Town Council Member Doug Hay then made a motion to approve the proposed text amendment to Chapter 1, Section 1.7.3, Variances, and approval that these amendments are consistent with the comprehensive plan, state regulations, good zoning practice & promotes*

*general welfare. A vote of 5-0 in favor.*

**AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.7.3, VARIANCES, OF THE  
TOWN OF BLACK MOUNTAIN LAND USE CODE TO REMOVE VARIANCE  
REQUIREMENT FOR SIGNS IN THE HISTORIC DISTRICT**

**ORDINANCE NO. # O-26-07**

**WHEREAS**, The Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

**WHEREAS**, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

**WHEREAS**, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it removes ambiguous language and does not limit business in other districts; and

**WHEREAS**, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

**WHEREAS**, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Removes ambiguous language and does not limit business in other districts

**WHEREAS**, after notice duly given, a public hearing was held on April 13, 2026, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

**NOW, THEREFORE BE IT RESOLVED** that Chapter 1, Section 1.7.3, Variances, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

Chapter 1

Section 1.7.3 Variances.

D. In no event shall the board of adjustment grant a variance which would:

1. Allow the establishment of a use which is not otherwise allowed in a zoning district or which would change the zoning district classification or the district boundary of the property in question.

2. Vary from the flood protection provisions within the designated floodway district in any way which would result in any increase in the flood levels during the regulatory flood discharge or threaten the public safety (see flood hazard protection ordinance concerning variances).
3. Conflict with the North Carolina State Building Code, the North Carolina Fire Code, or any other state code unless otherwise authorized by laws and regulations.
- ~~4. Deviate from the sign regulations within the sign ordinance unless the requested variance is within the town's historic district and the variance would further the goals of the town's historic preservation commission.~~

**READ, APPROVED AND ADOPTED**, by a vote of 5 to 0 on this the 13<sup>th</sup> day of April 2026.

\*\*\*\*\*

**8.B. Public Hearing to Amend Chapter 9, Section 9.10, Administrative Adjustment of Signage Regulations, to add additional administrative adjustments for ground signs, cantilevered ground signs, and development identification signs.**

Jennifer Tipton, Senior Admin, from the Planning Dept. gave an overview of this item. The eight sign standards in the Allowable Administrative Adjustments table support the intent statement of Chapter 9, which states that it is the intent of the Town of Black Mountain to allow administrative adjustment of the sign ordinance standards to provide flexibility that is compatible with the town's character; to acknowledge the artistic creativity of sign makers, business owners, and individuals; to create visual harmony between the sign, structure, and site where the sign is located; and to enhance retail areas consistent with Elevate Black Mountain, subsequent small area plans, development agreements, and form-based district codes. The proposed amendment would address the need for the development pattern of the town, as well as evolving marketplace conditions, to be more fully reflected in the standards. The Planning Board heard the amendment at their February 23, 2026 meeting and recommended the amendment be approved as presented by a vote of 4-0.

***Town Council Member Doug Hay made a motion to open the public hearing. . A vote of 5-0 in favor. The time was 7:06 p.m. No public comments were provided. Town Council Member Ryan Stone then made a motion to close the public hearing. A vote of 5-0 in favor.***

***Vice Mayor Archie Pertiller made a motion that the proposed text amendment to Chapter 9, Section 9.10, Guidelines for Administrative Adjustment of Signage Regulations be approved as recommended and find that the proposed change is consistent with current state regulations, find that the recommendation promotes the general welfare and is in keeping with good zoning practice. A vote of 5-0 in favor.***

**AN ORDINANCE TO AMEND CHAPTER 9, SECTION 9.10, GUIDELINES FOR ADMINISTRATIVE ADJUSTMENT OF SIGNAGE REGULATIONS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD ADDITIONAL ADMINISTRATIVE**



# ADJUSTMENTS FOR GROUND SIGNS, CANTILEVERED GROUND SIGNS, AND DEVELOPMENT IDENTIFICATION SIGNS

## ORDINANCE NO. # O-26-08

**WHEREAS**, The Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

**WHEREAS**, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

**WHEREAS**, upon recommendation of the Planning Board, the following text amendment is consistent with the comprehensive plan and reasonable in the public interest because it accommodates the business community and allows more flexibility; and

**WHEREAS**, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

**WHEREAS**, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Accommodates the business community and allows more flexibility

**WHEREAS**, after notice duly given, a public hearing was held on April 13, 2026, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

**NOW, THEREFORE BE IT RESOLVED** that Chapter 9, Section 9.10, Guidelines for administrative adjustment of signage regulations, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

Chapter 9

Section 9.10 Guidelines for administrative adjustment of signage regulations.

Allowable Administrative Adjustments

(Up to the limits set forth in the table for the type of standard). If the modification exceeds these standards, the applicant may seek a variance from the board of adjustment.

|  | Standard | Standard Sign Type | Allowable Max.<br>Administrative Adjustment<br>(up to) |
|--|----------|--------------------|--------------------------------------------------------|
|--|----------|--------------------|--------------------------------------------------------|

|          |                                                       |                                                                       |                   |
|----------|-------------------------------------------------------|-----------------------------------------------------------------------|-------------------|
| A        | Distance from building facade                         | Wall, Projecting, Shingle, Crown                                      | 10%               |
| B        | Sign, height, display, area or dimensions             | All                                                                   | 10%               |
| C        | Sign display area for building greater than 4 stories | Wall                                                                  | 10%               |
| D        | Height above sidewalk                                 | Wall, Awning, Canopy, Projecting, Shingle                             | 5%                |
| E        | Raceway - % of letter height                          | Wall, Canopy, Crown                                                   | 5%                |
| F        | Sign depth                                            | Awning, Canopy, Projecting, Shingle                                   | 10%               |
| G        | Distance from façade, entrances                       | Projecting, Shingle                                                   | 20%               |
| H        | Distance between signs                                | Projecting, Shingle, Ground                                           | 20%               |
| <b>I</b> | <b><u>Distance from abutting right-of-way</u></b>     | <b><u>Ground, Cantilevered Ground</u></b>                             | <b><u>30%</u></b> |
| <b>J</b> | <b><u>Distance from a property line</u></b>           | <b><u>Development Identification, Ground, Cantilevered Ground</u></b> | <b><u>30%</u></b> |

**READ, APPROVED AND ADOPTED**, by a vote of **5 to 0** on this the 13<sup>th</sup> day of April 2026.

\*\*\*\*\*

**8.C. Public Hearing on System Development Fees 5-Year Update.**

A public hearing has been scheduled to obtain citizen input on the 5-year update of the System Development Fees (SDF). Richard Hicks gave a brief update on this item. No action was being asked at this time by the Council, just to hold the public hearing.

***Town Council Member Alice Berry made a motion to open the public hearing. A vote of 5-0 in favor. The time was 7:07 p.m. No public comment was provided. Town Council Member Doug Hay then made a motion to close the public hearing. A vote of 5-0 in favor.***

Dale Schepers with McGill Associates gave a quick overview of the SDF 5-year update and answered questions that the Council had. The Mayor spoke about looking forward in the next 10 years to see what the Town would need as far as water capacities. No vote was needed at this time by the Council on this item. Richard Hicks stated these fees would be built into the FY27 budget schedule of fees that the Council would soon review.

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**9. CITIZEN COMMENTS.** *No additional citizen comments were given.*

\*\*\*\*\*

## 10. UNFINISHED BUSINESS

### 10.A. Discussion of Golf Cart Bridges Project Bids Received.

At the March 9, 2026, the item to award a bid for the Golf Cart Bridges Project was discussed and rejected by Town Council due to costs. Following the rejection of these bids, it was re-advertised to solicit new bids which were opened on April 1, 2026. The following bids were received from the re-advertisement:

| Vendor Name           | Location      | Base Bid Amount | Total Bid Amount |
|-----------------------|---------------|-----------------|------------------|
| DanGrady Company, LLC | Sylva, NC     | \$169,000.00    | \$169,000.00     |
| AJH Custom Homes      | Taylors, SC   | \$298,000.00    | \$298,000.00     |
| BRC Design Build      | Asheville, NC | \$362,000.00    | \$362,000.00     |
| BHG Landscapes        | Sylva, NC     | \$446,420.00    | \$446,420.00     |

*Vice Mayor Archie Pertiller made a motion to reject the bids that were received. A vote of 5-0 in favor.*

Richard Hicks stated the next steps were to find a company that can build cheaper or find pre-made golf cart bridges that can simply be installed.

\*\*\*\*\*

## 11. NEW BUSINESS

### 11.A. Presentation of the FY25 Town Audit by Gould Killian CPA Group, P.A. *Council Member Alice Berry asked that this item be moved up on the agenda to item 11 A. under new business. A vote of 5-0 in favor.*

Travis Kever, CPA, with Gould Killian CPA Group, P.A. presented the FY25/26 Annual Comprehensive Financial Report for the Town of Black Mountain stating they issued an unmodified ((clean) opinion on the June 30, 2025 financial statements, no material weaknesses were reporting in internal control over financial reporting, and no instances of material noncompliance with laws and regulations.

They also performed a single audit over FEMA funding received as well as the Dept. of State Treasurer Disaster Relief Cashflow loan program, and no findings were noted.

*Vice Mayor Archie Pertiller made a motion to accept and approve the FY25 audit as presented. A vote of 5-0 in favor. **A copy of the audit wrap-up report is included at the end of these minutes as Appendix B, with a full audit report included in the agenda packet.***

\*\*\*\*\*

### 11.A. Consideration of Black Mountain Pool Seasonal Pay Rate Adjustments for 2026 Season.

Colin Bugniazet, Recreation Coordinator, and Beth Dalton, Pool Manager, spoke to

the Council on this agenda item stating the Town of Black Mountain operates a seasonal public pool that requires qualified staff, including certified lifeguards and supervisory personnel, to ensure safe and efficient operations. In preparation for the 2026 pool season, staff have evaluated current pay rates in relation to cost-of-living increases and regional market conditions. The proposed pay rate adjustments are intended to improve recruitment and retention of seasonal pool staff while maintaining competitive wages with neighboring jurisdictions. Proposed hourly rate increases are as follows: Pool Manager: \$18.50 to \$22.00, Assistant Manager: \$16.00 to \$17.50, Head Lifeguard: \$15.00 to \$16.50, Lifeguard: \$14.00 to \$15.00, and Concessions Staff: \$8.25 to \$8.75.

***Town Council Member Doug Hay made a motion to approve the seasonal pool staff pay rate adjustments as recommended. A vote of 5-0 in favor.***

**A RESOLUTION APPROVING SEASONAL POOL STAFF PAY RATE ADJUSTMENTS  
FOR THE 2026 SEASON**

**RESOLUTION NO. # R-26-36**

**WHEREAS**, the Town of Black Mountain operates a seasonal public pool that requires qualified personnel to ensure safe and effective operations; and

**WHEREAS**, the Town Council recognizes the importance of offering competitive wages to recruit and retain certified lifeguards and experienced supervisory staff; and

**WHEREAS**, a review of regional market conditions indicates that neighboring jurisdictions, including McDowell County, offer higher wages for similar positions, contributing to recruitment and retention challenges; and

**WHEREAS**, adjustments to seasonal pay rates are necessary to address cost-of-living increases, remain competitive in the labor market, and ensure the continued delivery of safe, high-quality recreational services;

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

1. The following hourly pay rates for seasonal pool staff for the 2026 season are hereby approved:

| POSITION          | RATE    |
|-------------------|---------|
| Pool Manager      | \$22.00 |
| Assistant Manager | \$17.50 |
| Head Lifeguard    | \$16.50 |
| Lifeguard         | \$15.00 |
| Concessions Staff | \$8.75  |

2. The Town Council finds that these adjustments are necessary to support recruitment and retention efforts, promote public safety, and maintain competitive compensation with surrounding jurisdictions.

3. The total estimated increase of approximately \$8,812 for the 2026 season shall be accommodated within the Parks and Recreation budget.
4. This resolution shall be effective upon adoption.

**ADOPTED** this the 13th day of April, 2026.

\*\*\*\*\*

**11.B. Resolution to Award the Hilltop Rd. Phase II Construction Project to CRW Land Services, LLC.**

This resolution authorizes the award of the Hilltop Road Phase II Construction Project to CRW Land Services, LLC, following an informal bidding process that closed on March 24, 2026. The project addresses significant damage to Hilltop Road caused by Tropical Storm Helene and was designed with assistance from McAdams, the Town's engineering consultant. The Town previously budgeted \$600,000 for construction and engineering costs associated with this phase. After review, CRW Land Services, LLC, was identified as the lowest responsive, responsible bidder with a base bid of \$323,022.53. Interim Manager Richard Hicks stated that FEMA should pay 100% of the cost as a reimbursement for this project.

*Town Council Member Doug Hay made a motion to award the Hilltop Rd. Phase II construction project to CRW Land Services, LLC as recommended. A vote of 5-0 in favor.*

**A RESOLUTION TO AWARD THE HILLTOP ROAD PHASE II CONSTRUCTION PROJECT TO CRW LAND SERVICES, LLC**

**RESOLUTION NO. R-26-37**

**WHEREAS**, the Town intends to rebuild Hilltop Road, which was substantially damaged during Tropical Storm Helene; and

**WHEREAS**, the Town engaged McAdams, an engineering and design firm, to assist the Town in designing, engineering, and reviewing bid submissions for the project; and

**WHEREAS**, the Town Council of the Town of Black Mountain budgeted \$600,000 in a capital project (R-25-92 & O-25-30) for construction and engineering costs associated with phase two of the project; and

**WHEREAS**, the Town has bid the project through an informal bidding process which closed on March 24, 2026; and

**WHEREAS**, Town of Black Mountain staff has received bids for the project and McAdams has determined CRW Land Services, LLC was the lowest responsive, responsible bidder, with a total base bid of \$323,022.53; and

**WHEREAS**, the Town of Black Mountain is ready to proceed with awarding the project to CRW Land Services, LLC;

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

1. The Interim Town Manager, and/or a designee(s) thereof, is authorized to execute any necessary budget amendments, contracts, or related documents required to enter into an agreement with CRW Land Services, LLC and oversee the construction outlined in the bid documents.

**ADOPTED this 13<sup>th</sup> day of April 2026.**

\*\*\*\*\*

**11.C. Consideration of Capital Project Ordinance for Fairway Dr. / Tomahawk Ave. Stormwater Project**

This ordinance establishes a Capital Project Fund for the Fairway Drive and Tomahawk Avenue Stormwater Project, which will improve stormwater infrastructure, increase system capacity, and enhance flood resilience in the area draining to Tomahawk Branch. The project is funded through a combination of a \$75,000 Buncombe County grant received in FY25 and additional funds from the Stormwater Utility Fund, totaling \$143,892.50 in both revenues and expenditures. The ordinance authorizes all necessary appropriations for the project across multiple fiscal years and designates the Town Manager and Finance Director to oversee implementation, maintain financial records, and manage fund transfers in accordance with project requirements.

*Town Council Member Doug Hay made a motion to approve the Capital Project Ordinance for Fairway Dr. and Tomahawk Ave. Stormwater Project as recommended. A vote of 5-0 in favor.*

**Town of Black Mountain  
Fairway Dr. & Tomahawk Ave. Stormwater Project  
Capital Project Fund Ordinance  
ORDINANCE NO: O-26-10**

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

**Section 1: Project Defined**

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



## Section 2: Project Authorization

The project authorized is for the purpose of improving stormwater infrastructure and stormwater capacity along Fairway Dr. and Tomahawk Ave. and increase flood resilience for the area feeding into Tomahawk Branch.

## Section 3: Funding

The project is funded in part by grant funding received from a \$75,000 grant received from Buncombe County for this project in FY25 and the remainder will be sourced from the Stormwater Utility Fund.

## Section 4: Directives

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

## Section 5. Revenues

The following anticipated Revenues are hereby adopted:

| <u>Budgeted Revenues</u>                                   |                             |
|------------------------------------------------------------|-----------------------------|
| <u>Revenue Type</u>                                        | <u>Anticipated Revenues</u> |
| Allocation Stormwater Utility Fund Unassigned Fund Balance | \$143,892.50                |
| <b>Total Revenue</b>                                       | <b>\$143,892.50</b>         |

## Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

| <u>Budgeted Expenditures</u> |                                 |
|------------------------------|---------------------------------|
| <u>Expenditure Type</u>      | <u>Anticipated Expenditures</u> |
| Construction                 | \$143,892.50                    |
| <b>Total Expenditure</b>     | <b>\$143,892.50</b>             |

## Section 7. Records and Reporting

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

## Section 8. Authority to Manage Accounts

The Town Manager and/or the Finance Director has the authority to transfer funds; both expenditures and revenues, between the accounts contained within the capital project as may be necessary, provided however that the total expenditures equal the total revenues and that expenditures may not exceed the project total without an amended ordinance from council.

## Section 9. Official Copies

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

## **Section 10. Budget Inclusion**

Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year. However, per G.S. 159-13.2 information on project ordinances will be included in the annual budget. Each year the finance officer shall include within the budget information in such detail as he or the governing board may require concerning each grant project or capital project. This information will be detailed for any new project funds expected to be authorized by project ordinance during the budget year and include information on projects authorized by previously adopted project ordinances which have remaining appropriations available for expenditure during the budget year.

## **Section 11. Project Expiration**

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

**Duly adopted this 13<sup>th</sup> day of April 2026.**

\*\*\*\*\*

### **11.D. Resolution of Budget Amendment Budgeting Funds to the Fairway Dr. / Tomahawk Ave. Stormwater Capital Project**

This resolution authorizes budgeting and allocation of funds for the Fairway Drive and Tomahawk Avenue Stormwater Capital Project, which aims to improve stormwater infrastructure and increase system capacity in the area. The project is supported by a \$75,000 grant from Buncombe County, previously received and held in the Stormwater Utility Fund Balance, with additional funding to be supplemented from the Stormwater Utility Fund. The total estimated project cost is \$143,892.50, and the project may extend beyond fiscal year 2026. Approval of this resolution also authorizes the reallocation of funds from the golf course cart bridge capital project and permits the Interim Town Manager, or designee, to execute all necessary budget amendments, contracts, and related documents to implement the project.

*Vice Mayor Archie Pertiller made a motion to approve the budget amendment to the Fairway Dr. and Tomahawk Ave. Stormwater Capital Project as recommended. A vote of 5-0 in favor.*

## **A RESOLUTION BUDGETING FUNDS TO THE FAIRWAY DR. TOMAHAWK AVE. STORMWATER CAPITAL PROJECT**

### **RESOLUTION NO. R-26-38**

**WHEREAS**, the Town intends to improve stormwater infrastructure and increase stormwater capacity along Fairway Dr. and Tomahawk Ave.; and

**WHEREAS**, the Town of Black Mountain received grant funding in the amount of \$75,000 from Buncombe County for this project; and

**WHEREAS**, these funds were received by the Town in a prior fiscal year and have rolled into the Stormwater Utility Fund Balance; and

**WHEREAS**, the Town anticipates supplementing Buncombe County funds with funding from the Stormwater Utility Fund; and

**WHEREAS**, the total estimated cost of the project is \$143,892.50; and

**WHEREAS**, the Town anticipates this project, and its associated reporting obligations, may extend past the end of fiscal year 2026; and

**WHEREAS**, the Town of Black Mountain has passed O-26-XX, a Capital Project Ordinance for the project, on April 13, 2026;

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

1. The Town makes the following budget amendments to move funds allocated to the construction of land improvements for the Fairway Dr. Tomahawk Ave. Stormwater Capital Project to the associated capital project.

| Account Number | Account Description                                                                       | Increase     | Decrease     |
|----------------|-------------------------------------------------------------------------------------------|--------------|--------------|
| 630-0000-33000 | Unassigned Fund Balance (Stormwater Utility Fund)                                         |              | \$143,892.50 |
| 630-5500-57210 | Capital Outlay – Land Improvements (Fairway Dr. Tomahawk Ave. Stormwater Capital Project) | \$143,892.50 |              |

2. The Interim Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

**ADOPTED this 13<sup>th</sup> day of April 2026.**

\*\*\*\*\*

**11.E. Consideration of Capital Project Ordinance for Two Golf Cart Bridges Project.**

This project ordinance establishes a Capital Project Fund for the construction of two replacement golf cart bridges at the Black Mountain Golf Course, which were damaged and require rebuilding. The project is funded through \$110,196.48 in reimbursements from the Golf Course Irrigation System project, allocated from the Helene Fund unassigned fund balance. The ordinance authorizes all necessary appropriations for the completion of the project across multiple fiscal years and does not require re-adoption in future budgets. It also designates the Town Manager and Finance Director to oversee project execution, maintain proper financial records, and manage fund transfers within the project, ensuring expenditures do not exceed the approved budget.

***Vice Mayor Archie Pertiller made a motion to approve the Capital Project Ordinance for the Two Golf Cart Bridges Project as recommended. A vote of 5-0 in favor.***

**Town of Black Mountain**  
**Two Golf Cart Bridges Project**  
**Capital Project Fund Ordinance**  
***Ordinance No: O-26-09***

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

**Section 1: Project Defined**

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

**Section 2: Project Authorization**

The project authorized is for the purpose of constructing two replacement golf cart bridges on the Black Mountain Golf Course.

**Section 3: Funding**

The project is funded in whole or in part by reimbursements from the Golf Course Irrigation System project, which have been directed to the Unassigned Fund Balance within the Helene Fund.

**Section 4: Directives**

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

**Section 5. Revenues**

The following anticipated Revenues are hereby adopted:

| <b><u>Budgeted Revenues</u></b>                   |                                    |
|---------------------------------------------------|------------------------------------|
| <b><u>Revenue Type</u></b>                        | <b><u>Anticipated Revenues</u></b> |
| Allocation of Helene Fund Unassigned Fund Balance | \$110,196.48                       |
| <b>Total Revenue</b>                              | <b>\$110,196.48</b>                |

**Section 6. Expenditures**

The following anticipated appropriations are hereby adopted:

| <b><u>Budgeted Expenditures</u></b> |
|-------------------------------------|
|-------------------------------------|

| <u>Expenditure Type</u>  | <u>Anticipated Expenditures</u> |
|--------------------------|---------------------------------|
| Construction             | \$110,196.48                    |
| <b>Total Expenditure</b> | <b>\$110,196.48</b>             |

### **Section 7. Records and Reporting**

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

### **Section 8. Authority to Manage Accounts**

The Town Manager and/or the Finance Director has the authority to transfer funds; both expenditures and revenues, between the accounts contained within the capital project as may be necessary, provided however that the total expenditures equal the total revenues and that expenditures may not exceed the project total without an amended ordinance from council.

### **Section 9. Official Copies**

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

### **Section 10. Budget Inclusion**

Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year. However, per G.S. 159-13.2 information on project ordinances will be included in the annual budget. Each year the finance officer shall include within the budget information in such detail as he or the governing board may require concerning each grant project or capital project. This information will be detailed for any new project funds expected to be authorized by project ordinance during the budget year and include information on projects authorized by previously adopted project ordinances which have remaining appropriations available for expenditure during the budget year.

### **Section 11. Project Expiration**

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

**Duly adopted this 13<sup>th</sup> day of April 2026.**

\*\*\*\*\*

#### **11.F. Consideration of Budget Amendment Resolution for the Two Golf Cart Bridges Capital Project.**

This resolution authorizes the budgeting and allocation of funds for the Golf Cart Bridges Capital Project to rebuild bridges damaged during Tropical Storm Helene. The Town previously budgeted \$108,000 for bridge and cart path construction, with the intent to cash flow recovery projects using anticipated FEMA reimbursements. The Town has received \$110,196.48 in FEMA Public Assistance funding for the Golf Course Irrigation System project, which is now

being reallocated to support this project. The project may extend beyond fiscal year 2026 and is supported by the adoption of a Capital Project Ordinance on April 13, 2026. Approval of this resolution authorizes the necessary budget amendments and allows the Interim Town Manager, or designee, to execute all required contracts and documents to implement the project.

***Town Council Member Ryan Stone made a motion to approve the budget amendment resolution for the Two Golf Cart Bridges Capital Project as recommended. A vote of 5-0 in favor.***

## **A RESOLUTION BUDGETING FUNDS TO THE GOLF CART BRIDGES CAPITAL PROJECT**

### **RESOLUTION NO. R-26-39**

**WHEREAS**, the Town intends to rebuild golf cart bridges damaged beyond repair during Tropical Storm Helene; and

**WHEREAS**, the Town Council of the Town of Black Mountain budgeted \$100,000 for construction of Golf Cart Bridges and \$8,000 for cart paths, on November 1, 2025; and

**WHEREAS**, the original intention of Town Council was to cash flow Golf Course recovery projects with reimbursements from other Golf Course recovery projects; and

**WHEREAS**, the Town anticipated these budgeted amounts to be roughly equivalent to the FEMA reimbursement for the Golf Course Irrigation System project; and

**WHEREAS**, the Town anticipates this project, and its associated obligations, may extend past the end of fiscal year 2026; and

**WHEREAS**, the Town Council of the Town of Black Mountain has, since November 1, 2025, received a reimbursement from FEMA Public Assistance for the Golf Course Irrigation System project for \$110,196.48 (90% from FEMA & 10% from NCEM); and

**WHEREAS**, the Town of Black Mountain has passed O-26-XX, a Capital Project Ordinance for the project, on April 13, 2026;

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

1. The Town makes the following budget amendments to move funds allocated to the construction of golf course cart bridges to the associated capital project.

| Account Number | Account Description                  | Increase | Decrease    |
|----------------|--------------------------------------|----------|-------------|
| 425-8806-43100 | Grant Revenue – Federal (Golf Course |          | \$99,176.84 |



|                |                                                        |              |              |
|----------------|--------------------------------------------------------|--------------|--------------|
|                | Irrigation System)                                     |              |              |
| 425-8806-43200 | Grant Revenue – State (Golf Course Irrigation System)  |              | \$11,019.64  |
| 425-8806-32000 | Unassigned Fund Balance (Helene Fund)                  | \$110,196.48 |              |
|                |                                                        |              |              |
| 425-8806-32000 | Unassigned Fund Balance (Helene Fund)                  |              | \$110,196.48 |
| 425-8806-57610 | Capital Outlay – Golf Course Bridges (Capital Project) | \$110,196.48 |              |

- The Interim Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

**ADOPTED this 13<sup>th</sup> day of April 2026.**

\*\*\*\*\*

*Council then took a five-minute recess at 8:05 p.m. Council returned from the recess at 8:10 p.m.*

\*\*\*\*\*

**11.G. Consideration of Budget Amendment for Replacement of Waterline on Old US 70,**

At the February 9, 2026 Town Council meeting, Council authorized the replacement of a waterline along Old US Highway 70 on the way to Ridgecrest. When the Town went to make the water tap for the new subdivision under construction, it was discovered that the existing waterline was directly above the sewer line. The Council approved the replacement and agreed to fund the cost of the project using System Development Fees. The proposed budget amendment would cover those costs.

*Vice Mayor Archie Pertiller made a motion to approve the budget amendment for the replacement of the waterline on Old US 70 as recommended. A vote of 5-0 in favor.*

**A RESOLUTION BUDGETING FUNDS FOR RELOCATION OF A WATERLINE ON OLD US 70 & USING SYSTEM DEVELOPMENT FEES**

**RESOLUTION NO. R-26-40**

**WHEREAS,** the Town intends to relocate a waterline along Old US Highway 70; and

**WHEREAS,** this existing waterline was determined to be directly above a sewer line and must be relocated; and

**WHEREAS,** at the February 9, 2026 Town Council meeting, Council authorized the relocation of this waterline and agreed to fund the cost of the project using System Development Fees (SDF); and

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

- The Town makes the following budget amendments to move funds allocated to this waterline relocation project:

| Account Number | Account Description                 | Increase | Decrease |
|----------------|-------------------------------------|----------|----------|
| 600-0000-44130 | System Development Fees             | \$65,000 |          |
| 600-5000-52015 | Professional and Technical Services | \$65,000 |          |

2. The Interim Town Manager is authorized to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

**ADOPTED this 13<sup>th</sup> day of April 2026.**

\*\*\*\*\*

**11.H. Proposal for Task Order # 5 – Lakeview Center Active Aging Floodplain Improvement Modeling.**

At the last special meeting of the Town Council, there was a presentation from the Architect that had reviewed the potential future uses of the Lakeview Center. The Architect suggested that the next step would be to develop floodplain improvement models to support the renovation and floodproofing of the Lakeview Center. The project will consist of 3 phases. Phase 1 will develop a corrected effective model that will include the existing terrain survey captured by KCI after the effects of Hurricane Helene. Phase 2 will be incorporating the proposed design by Arete in a proposed conditions model. Phase 3 will be a post-as-built model which will include the post as-built survey and documentation for Letter of Map Revision to FEMA for floodplain compliance. The cost for the proposed Task Order #5 would be \$30,750. Discussion ensued.

*Town Council Member Pam King then made a motion to table this item until a later date. A vote of 5-0 in favor.*

\*\*\*\*\*

**11.I. Proposal for Black Mountain Ave. & Sutton Ave. Intersection Safety Study.**

Several months ago, Council discussed the safety issues surrounding the intersection of Black Mountain Avenue and Sutton Avenue and expressed an interest in having a professional safety study completed for the intersection. The Town has received a proposal from J.M. Teague Engineering and Planning in the amount of \$4,500 to complete the safety study. Some discussion ensued and Council would like to hear from the Planning Director.

*Town Council Member Doug Hay made a motion to table this item until the May 11, 2026 Council meeting to hear from the Planning Director. A vote of 5-0 in favor.*

\*\*\*\*\*

**11.J. Request for Extension of Lease - Black Mountain Center for the Arts**

The Town of Black Mountain has an existing lease with the Black Mountain Center for the Arts that was executed on August 14, 2003 and was for a period of

25 years. The current lease would expire in August of 2028. They are requesting a lease extension of 5 years, which would carry the lease through August of 2033. This will allow them to search for grants to make building improvements, and they would be able to show that they have a long-term commitment to the building. John Hall, Interim Executive Director with Black Mountain Center for the Arts, provided remarks to the Council.

***Town Council Member Pam King made a motion to approve the request for an extension to the lease for the Black Mountain Center for the Arts for 5 years as recommended. A vote of 5-0 in favor.***

\*\*\*\*\*

**11.K. Request for Sewer Easement - Metropolitan Sewerage District.**

The Metropolitan Sewerage District (MSD) has been performing operation, maintenance, and service response activities on a 780 linear foot private 4-inch sewer line and 6-inch sewer line that serves more than 10 properties along Carver Avenue in Black Mountain. The existing pipe is undersized for the area and has developed multiple structural defects over time, requiring frequent maintenance. The Metropolitan Sewerage District is proposing to rehabilitate the 780 linear feet at no cost to the property owners, in return for an easement for the rehabilitated line. They are asking that all the property owners provide the necessary easement at no cost. To move the project forward, they are asking all the property owners, including the Town, to sign a "pre-agreement."

***Town Council Member Alice Berry made a motion to approve the request for a sewer easement with MSD at 101 Carver Ave. as recommended. A vote of 5-0 in favor***

\*\*\*\*\*

**11.L. Candidate Filing Fees for November 2026 Municipal Election.**

Pursuant to N.C.G.S. § 163-294.2, Notice of candidacy and filing fee in nonpartisan municipal elections, section (e): The filing fee for the primary or election shall be fixed by the governing board not later than the day before candidates are permitted to begin filing notices of candidacy. There shall be a minimum filing fee of five dollars (\$5.00). The governing board shall have the authority to set the filing fee at not less than five dollars (\$5.00) nor more than one percent (1%) of the annual salary of the office sought unless one percent (1%) of the annual salary of the office sought is less than five dollars (\$5.00), in which case the minimum filing fee of five dollars (\$5.00) will be charged. The fee shall be paid to the board of elections at the time notice of candidacy is filed. Historically, the Town of Black Mountain's filing fee has been \$5. Filing fees are paid to the County's Election Services office at time of candidate filing. Council should review and take a vote to set the filing fee for the 2026 municipal election. Based on the Statue stated above, 1% of the current annual salary of the office sought for Black Mountain offices would be a \$63 filing fee for Council Members, and \$93 filing for Mayor. Typically, filing fees are set lower to be equitable and affordable to any citizen who wishes to run for an elected office. Council should discuss and can leave the filing fee at \$5, which is the minimum, or suggest another filing fee amount, and take a vote. The fee amount voted upon will then be sent to the County's Election Services by the Town Clerk.

*Town Council Member Doug Hay made a motion to approve keeping the candidate filing fees for Black Mountain at \$5 for the Mayor and Council member seats. A vote of 5-0 in favor.*

**TOWN OF BLACK MOUNTAIN  
A RESOLUTION ESTABLISHING CANDIDATE FILING FEES FOR THE 2026  
MUNICIPAL ELECTION**

**RESOLUTION NO. R-26-34**

**WHEREAS**, the Town of Black Mountain conducts nonpartisan municipal elections pursuant to the laws of the State of North Carolina; and

**WHEREAS**, pursuant to North Carolina General Statute § 163-294.2, candidates for municipal office must file a notice of candidacy and pay a filing fee to the county board of elections; and

**WHEREAS**, subsection (e) of N.C.G.S. § 163-294.2 provides that the governing board shall fix the filing fee for municipal office, with such fee being not less than five dollars (\$5.00) and not more than one percent (1%) of the annual salary of the office sought, and that such fee must be established no later than the day before the filing period opens ; and

**WHEREAS**, the Town Council of the Town of Black Mountain desires to establish the filing fees for the 2026 Municipal Election in accordance with State law.

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

1. The filing fee for candidates seeking election to municipal office in the 2026 Municipal Election shall be set as follows:
  - **Mayor: \$5.00**
  - **Council Member: \$5.00**
2. All filing fees shall be paid to the Buncombe County Board of Elections at the time the notice of candidacy is filed, in accordance with State law.
3. This resolution shall become effective upon adoption.

**ADOPTED** this the 13th day of April, 2026.

\*\*\*\*\*

**11.M. Approval of Amended Asheville Regional Housing Consortium Joint Cooperation Agreement & Resolution Authorizing Mayor to Execute Agreement Documents.**

Council Member Alice Berry explained that the Asheville Regional Housing Consortium recently voted to formally add the Town of Mars Hill and the Town of Marshall to the consortium. While these municipalities have historically operated as members, the Consortium has never fully completed the process of adding them with full recognition by the Department of Housing and Urban Development.

Both Mars Hill and Marshall have indicated their desire to formally join the consortium. Each Cooperating Unit of the consortium must complete two actions to formally add these two municipalities that include 1) approval of the amended Joint Cooperation Agreement, and 2) approval of a resolution authorizing the mayor to execute the updated Joint Cooperation Agreement. The Town of Black Mountain is a current cooperating unit of the consortium, and the Town Council has been asked to approve the joint cooperation agreement amendment as recommended, and to authorize the Mayor to execute the amended cooperation agreement.

*Town Council Member Alice Berry made a motion to approve the amended Asheville Regional Housing Consortium Joint Cooperation Agreement and the resolution authorizing the Mayor to sign the amended cooperation agreement on behalf of the Town of Black Mountain. A vote of 5-0 in favor.*

**RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF BLACK MOUNTAIN TO EXECUTE AN AMENDED JOINT COOPERATION AGREEMENT TO ADD THE TOWN OF MARS HILL AND THE TOWN OF MARSHALL TO THE ASHEVILLE REGIONAL HOUSING CONSORTIUM**

**RESOLUTION NO. # R-26-32**

**WHEREAS**, the Town of Black Mountain, North Carolina, has determined that the health and welfare of its jurisdiction may benefit from increasing the availability of safe, affordable and standard housing; and

**WHEREAS**, the Town of Black Mountain has determined that providing safe, affordable, and standard housing will benefit work force productivity and area economic development; and

**WHEREAS**, a cooperative approach to providing housing in the Asheville Regional area will avoid duplication of effort and promote more effective delivery of housing services; and

**WHEREAS**, a consortium of local governments is entitled to receive funds from the U.S. Department of Housing and Urban Development that they would otherwise be unqualified to receive individually; and

**WHEREAS**, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, makes provisions whereby units of general local government may enter into cooperation agreements and form Consortia to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnerships Program; and

**WHEREAS**, the Town of Black Mountain is a current member of and, along with the other regional units of general local government members, desires to continue the Asheville Regional Housing Consortium to undertake or assist in undertaking affordable housing under the Cranston-Gonzalez National Affordable Housing Act of 1990; and

**WHEREAS**, the Town of Mars Hill and the Town of Marshall each wish to join the Asheville Regional Housing Consortium; and

**WHEREAS**, it is the desire of Town of Black Mountain to admit the Town of Mars Hill and the Town of Marshall as members of the Asheville Regional Housing Consortium; and

**WHEREAS**, Article 20 Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other in order to execute any undertaking.

**NOW, THEREFORE**, be it resolved by the Town of Black Mountain that:

- 1) The Town of Black Mountain hereby supports the addition of Mars Hill and Marshall to the Asheville Regional Housing Consortium, and the Mayor of Town of Black Mountain is authorized to execute an amended Joint Cooperation Agreement with the other member governments of the Asheville Regional Housing Consortium
- 2) The Mayor is further authorized to sign all contracts, approved by the Town of Black Mountain Attorney, with other Governmental Agencies as may be required to carry out activities of the Cooperation Agreement.

**ADOPTED** this 13th day of April, 2026, in a regular session of the Town of Black Mountain, North Carolina.

\*\*\*\*\*

**12. CLOSED SESSION - NCGS 143-318.11(A)(6) TO DISCUSS PERSONNEL-RELATED ITEMS.**

The Council would now enter closed session to discuss personnel-related matters and for attorney-client privilege as allowed under N.C.G.S. 143-318.11(a)(3) and (a)(6).

*Town Council Member Alice Berry made a motion to enter closed session pursuant to N.C.G.S. 143-318.11(a)(3) & (a)(6). A vote of 5-0 in favor. The time 8:35 PM.*

**13. ADJOURNMENT.** Council returned from closed session at 9:37 p.m.

*Town Council Member Alice Berry made a motion to go back into Open Session. A vote of 5-0 in favor. With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting.*

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C. Michael Sobol, Mayor

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Wesley M. Barker, Town Clerk

***Attached: Appendices A & B***





## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Laurel Mabery, Accountant      **MEETING DATE:** May 11, 2026  
**AGENDA SECTION:** Consent Agenda      **DEPARTMENT:** Finance  
**TITLE OF ITEM:** Monthly Tax Collector Report

**SUGGESTED MOTION(S):**

Approve the tax collection report as presented.

---

**SUMMARY:**

Monthly Tax Collector Report

**BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** Type answer here. If no impact, put N/A

**If no, describe how it will be funded.** Type answer here. If no impact, put N/A

**ATTACHMENTS:**

1. Monthly Council Report -March 2026



## TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

**TO:** Black Mountain Board of Commissioners

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

**DATE:** Monday, May 11, 2026

**SUBJECT:** March 2026 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                                           | \$ 5,387,311.51     |
| Adjustments and Releases                            | \$ 4,168.27         |
| <b>Outstanding real and personal property taxes</b> | <b>\$ 64,875.64</b> |

**TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR** 98.81%

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

|                          |           |
|--------------------------|-----------|
| Collected                | \$ 472.97 |
| Adjustments and Releases |           |

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

|               |          |
|---------------|----------|
| Ad Valorem    | \$ 2.07  |
| Motor Vehicle | \$ 64.49 |



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Matt Begley, Budget Analyst      **MEETING DATE:** May 11, 2026  
**AGENDA SECTION:** Consent Agenda      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Consideration of Resolution Repealing Resolution No. R-25-103 Entitled "A Resolution to Amend the Fiscal Year 2025-2026 Budget for Golf Course Bridge Repairs and Cart Path Repairs."

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

Motion to approve the resolution repealing Resolution No. R-25-103 as recommended.

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### **SUMMARY:**

This item is to repeal Resolution No. R-25-103 Entitled "A Resolution to Amend the Fiscal Year 2025-2026 Budget for Golf Course Bridge Repairs and Cart Path Repairs" that was approved on November 1, 2025. The reason for this repeal is that these allocations were based on projections of expected obligated funding for the Golf Course Irrigation FEMA Public Assistance. The Town has since received the reimbursement for the golf course irrigation project and allocated those funds to a Capital Project Ordinance for the golf cart bridges per Resolution No. R-26-39 approved April 13, 2026. By repealing this resolution, the duplicative funding for the project can be returned to the Helene Fund fund balance.

### **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-XX\_Resolution to Repeal R-25-103 from November 1, 2025 Council Meeting due to updated funding method

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

**A RESOLUTION REPEALING RESOLUTION NO. R-25-103 ENTITLED “A  
RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026 BUDGET FOR GOLF  
COURSE BRIDGE REPAIRS AND CART PATH REPAIRS”**

**Resolution #: R-26-XX**

**WHEREAS**, on November 1, 2025, at a special called Town Council work session meeting, Town Council approved Resolution No. R-25-103, entitled “A Resolution to Amend the Fiscal Year 2025-2026 Budget for Golf Course Cart Bridge and Cart Path Repairs”; and

**WHEREAS**, these allocations were based on projections of expected obligated funding for the Golf Course Irrigation FEMA Public Assistance; and

**WHEREAS**, the Town has since received the reimbursement for the golf course irrigation project and allocated those funds to a Capital Project Ordinance for the golf course cart bridges per resolution R-26-39 approved April 13, 2026; and

**WHEREAS**, the Town Council wishes to return the duplicative funding for the project to the fund balance in the Helene Fund.

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

1. That Resolution No. R-25-103, adopted November 1, 2025, is hereby repealed.

**Adopted this the 11<sup>th</sup> day of May 2026.**

---

C. Michael Sobol, Mayor

Attest:

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Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** May 11, 2026

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

**TITLE OF ITEM:** Resolution Approving the Purchase of a Conex Box for Evidence Storage and Armory

**SUGGESTED MOTION(S):**

Motion to approve the resolution as presented and recommended.

---

**SUMMARY:**

Due to structural instability at the Town of Black Mountain's public safety building, public safety personnel have been displaced and require temporary facilities for workspace and storage. While multiple rental options were considered, Town staff identified a more cost-effective solution through the purchase of a Conex box to be used for evidence and Police Department armory storage. The total estimated cost for purchase, transport, and necessary up fit is \$11,000, which can be accommodated within previously allocated funds for temporary facilities. The proposed resolution authorizes the Town Manager, or designee, to proceed with the purchase and associated arrangements.

**BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** Yes, allocated funding for acquisition of temporary facilities which meet these needs.

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

**ATTACHMENTS:**

1. R-26-XX\_Resolution to approve the purchase of Conex Box

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

**A RESOLUTION APPROVING THE PURCHASE OF A CONEX BOX FOR EVIDENCE  
STORAGE AND ARMORY**

**Resolution #: R-26-XX**

**WHEREAS**, Town of Black Mountain public safety personnel have been displaced due to structural instability of the public safety building; and

**WHEREAS**, public safety departments require temporary facilities for workspaces and storage; and

**WHEREAS**, the Town received multiple bids for renting temporary facilities for public safety purposes; and

**WHEREAS**, Town staff have found a more cost-effective alternative for purchasing storage for evidence and the Police Department armory; and

**WHEREAS**, the purchase, transport, and upfit costs are estimated to total \$11,000; and

**WHEREAS**, the Town has previously allocated funding for the acquisition of temporary facilities which would adequately meet these needs.

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

1. That the Town Manager, or assign, is authorized to purchase a Conex Box for public safety use and make further arrangements for transport and upfit to meet the needs of public safety evidence and armory storage.

**Adopted this the 11<sup>th</sup> day of May 2026.**

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C. Michael Sobol, Mayor

Attest:

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Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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|                        |                                                                                                                    |                      |                |
|------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Matt Begley, Budget Analyst                                                                                        | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | Consent Agenda                                                                                                     | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Resolution Authorizing Agreement with Anchor QEA of NC, PLLC for Professional Engineering & Architectural Services |                      |                |

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

Motion to approve the resolution as presented.

---

### **SUMMARY:**

Although the Town had an existing Master Service Agreement with Anchor QEA, Town staff and staff at Anchor QEA have drafted a new Master Service Agreement to clarify the relationship between the two organizations. Task Orders for the Flat Creek Greenway Project and the North Oconeechee Sinkhole will now fall under this Master Service Agreement. A copy of this agreement is attached in this packet. Council is asked to approve the resolution authorizing the agreement with Anchor QEA of NC for the Professional Engineering & Architectural Services.

### **BUDGET IMPACT:**

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

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

### **ATTACHMENTS:**

1. Anchor QEA Service Agreement - VW 3x revisions 4.28.2026
2. R-26-XX\_Resolution Auth MSA with Anchor QEA





## STANDARD SERVICE AGREEMENT

This AGREEMENT, dated as of April 28, 2026 "Execution Date" is entered into by and between Anchor QEA of North Carolina, PLLC, a North Carolina Professional Limited Liability Company, and affiliated companies, herein referred to as "Anchor QEA," and Town of Black Mountain, 160 Midland Avenue, Black Mountain, North Carolina 28711, United States, hereinafter called "CLIENT."

This AGREEMENT is to perform consulting services for the Assessment and Restoration Options for Flat Creek Greenway project.

### PROVISIONS

#### ARTICLE 1: TERMS OF PAYMENT

##### A. Invoicing and Payment

Monthly invoices will be issued to the CLIENT for payment, representing the value of the Scope of Services completed to date. Payment is due within 30 calendar days from the date of the invoice. Any disputed invoice or portions thereof not paid within 30 calendar days shall bear interest at the rate permitted under the North Carolina Prompt Pay Act. To the extent permissible by law, any undisputed invoice or portions thereof not paid within 30 calendar days shall bear interest at the rate permitted under the North Carolina Prompt Pay Act. If the CLIENT disputes any invoice or charge, they must notify Anchor QEA in writing within thirty (30) business days of receipt of the disputed invoice, and both parties shall work in good faith to resolve the dispute within thirty (30) calendar days. Any undisputed portion remains due and payable within the original payment terms. Final payment will be made upon completion of the Scope of Services, receipt of all deliverables, and all project-related documents required under this AGREEMENT.

##### B. Financial Adjustment and Overpayment Allocation

In the event of any overpayment, Anchor QEA reserves the right to offset such amounts against any future payments due from the CLIENT. This right extends beyond the specific agreement or project to any outstanding obligations the CLIENT may have with Anchor QEA.

##### C. Payment Default and Remedies

If the CLIENT fails to make payment within the specified timeframe, Anchor QEA may at its sole discretion:

- Suspend ongoing services until full payment is received.
- Terminate this AGREEMENT for non-payment.
- Pursue legal action to recover outstanding balances,

##### D. Outstanding Payment Resolutions and Lien Rights

Anchor QEA reserves the right to:

- Engage a collection agency or initiate legal proceedings to recover unpaid amounts with CLIENT including necessary attorneys' fees and court costs only in a manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, and without waiver of CLIENT'S sovereign immunity.

- Place a lien on the CLIENT's assets, including project deliverables and real property, in accordance with applicable lien laws.

#### **E. Legal Compliance and Subpoena Cost Reimbursement**

In the event that Anchor QEA is required to respond to a subpoena, deposition, or other legal request related to the CLIENT's project, the CLIENT shall reimburse Anchor QEA for all reasonable costs incurred, including employee time, and other related expenses.

### **ARTICLE 2: OBLIGATION OF ANCHOR QEA**

#### **A. Scope of Work**

Anchor QEA shall perform the agreed-upon Scope of Services to the agreed-upon Standard of Care. The parties agree that Anchor QEA's scope of work is limited to the services expressly outlined in the attached Scope of Services Document. Any services not included in the attached Scope of Services document are expressly excluded.

#### **B. Independent Contractor**

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

#### **C. Lower Tier Subcontracts**

Anchor QEA shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this AGREEMENT. Anchor QEA will bind all Lower Tier Subconsultants to the provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

#### **D. Standard of Care**

In providing services under this AGREEMENT, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the community.

Anchor QEA warrants that the services will meet the agreed-upon specifications and Standard of Care but MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **E. Notice of Delay**

The time schedule for the performance of services as set forth under this AGREEMENT is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay. The CLIENT will not penalize Anchor QEA, whether financially or otherwise, for any delays beyond its control. Anchor QEA will be entitled

to a reasonable extension of time to perform its scope of work under the AGREEMENT for delays beyond its control.

#### **F. Insurance**

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested: Anchor QEA shall cause Client to be listed as an additional insured on any applicable general liability insurance policy carried by Anchor QEA that is applicable to the scope of services.

1. Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability insurance as follows:

|             |                   |
|-------------|-------------------|
| \$1,000,000 | each accident     |
| \$1,000,000 | each employee     |
| \$1,000,000 | disease aggregate |

2. Commercial automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with a \$1,000,000 combined single limit.
3. Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with \$1,000,000 per occurrence/general aggregate.
4. Professional liability insurance of \$1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days' notice of any cancellation of the policies or 10 days' notice for cancellation due to non-payment of premiums. CLIENT shall require all other consultants to have similar or greater coverages and limits.

#### **G. Indemnification**

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from the indemnitee's own negligent acts, negligent errors, or negligent omissions in the performance of their services under this AGREEMENT.

#### **H. Consequential Damages**

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential

damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**I. Permits, Licenses, and Fees**

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

**J. Access to Records**

Anchor QEA will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

**K. Ownership**

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT upon full payment of all balances due. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated or agreed to in writing by Anchor QEA under this AGREEMENT.

**L. Equal Employment Opportunity**

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state, and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA with respect to itself and any of its subconsultants, vendors, and suppliers to ensure compliance with such laws. All federal, state, and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability, or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees, and take all other action that may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules, and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business, and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

**M. Marketing Rights**

CLIENT grants Anchor QEA permission to use non-confidential project information, including but not limited to designs, photographs, and outcomes, in marketing materials such as brochures, websites, and social media. Anchor QEA shall ensure that any such use respects the confidentiality obligations outlined in this AGREEMENT.

**N. Attribution and Credit**

Anchor QEA reserves the right to attribute project work to itself in promotional materials, including but not limited to case studies, press releases, and other public communications. CLIENT agrees that such

attributions will not require additional approval unless explicitly requested in writing prior to project completion.

### **ARTICLE 3: GENERAL PROVISIONS**

#### **A. Waivers**

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

#### **B. Force Majeure**

Neither party to this AGREEMENT will be liable for any failure or delay in performing its obligations under this AGREEMENT (except for payment obligations) due to events beyond its reasonable control ("Force Majeure Events"). Force Majeure Events include, but are not limited to, natural disasters (such as floods, fires, earthquakes, pandemics, or epidemics), explosions, wars, acts of terrorism, riots or civil unrest, government actions or orders, embargoes, blockades, national or regional emergencies, labor strikes or slowdowns, and shortages of power, materials, or transportation.

#### **C. Authorization to Proceed**

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

#### **D. No Third-Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

#### **E. Jurisdiction**

The laws of the State of North Carolina shall govern the validity, interpretation, performance, and enforcement of this AGREEMENT, as well as any claims related thereto. The venue for any legal action, mediation, or arbitration shall be in Buncombe County, North Carolina.

#### **F. Disputes**

Any dispute arising under this AGREEMENT may be settled by mediation in the State of North Carolina in accord with such procedures as may be acceptable to the parties.

#### **G. Severability and Survival**

If any provision of this AGREEMENT is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision. The parties agree that the remaining provisions shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included in this AGREEMENT.

To the fullest extent permitted by law, the parties further agree to replace any such invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent and economic effect of the invalidated provision, upon consent of both parties.

All obligations, rights, warranties, indemnities, confidentiality obligations, and any provisions that by their nature should survive, including but not limited to those relating to **payment, intellectual property, and indemnification**, shall remain in effect beyond the termination, expiration, or completion of services under this AGREEMENT, regardless of the reason for termination.

Any attempt by either party to challenge or negate the enforceability of this section shall constitute a material breach of this AGREEMENT.

#### **H. Term and Termination**

This AGREEMENT begins on the Effective Date and continues until the services are completed.

Either party may terminate this AGREEMENT immediately by written notice if the other party:

1. Materially breaches this AGREEMENT and fails to cure the breach within 15 calendar days after receiving written notice;
2. Becomes insolvent or unable to pay its debts when due;
3. Files for bankruptcy or becomes subject to involuntary bankruptcy not dismissed within 30 days;
4. Is dissolved or liquidated;
5. Makes a general assignment for the benefit of creditors; or
6. Has a receiver, trustee, or similar agent appointed over a substantial portion of its assets.

#### **I. Complete Agreement**

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

#### **J. Confidentiality**

All business records not subject to disclosure or not required to be disclosed pursuant to North Carolina law, including but not limited to the North Carolina Public Records Act, are deemed confidential when disclosed by one party to the other.

These obligations shall survive the termination or completion of this AGREEMENT.

#### **K. Change Order**

If additional work beyond the original scope or schedule is required, Anchor QEA will submit Change Order Requests for approval. The CLIENT agrees to compensate Anchor QEA for any such additional work at the agreed-upon rates. Anchor QEA is not obligated to perform work related to unapproved Change Order Requests. Change Order Request approvals must be timely and in writing. The CLIENT's failure to timely approve a change order in writing relieves Anchor QEA from performing the Change Order Request's work. Anchor QEA will not be held liable for delay damages as a result of the CLIENT's failure to timely approve a Change Order Request. Failure to tender payment to Anchor QEA for performances rendered under an approved Change Order Request shall be considered a material breach of this AGREEMENT.

**L. Attachments and Schedules**

The attached provisions within Attachment - *Federally Required Terms and Conditions*, are included solely to address specific requirements that may apply when this agreement is funded, in whole or in part, by federal sources. These provisions are intended to supplement the terms of the standard agreement and do not modify or override its existing terms and conditions.

Nothing in the attached provisions shall alter the parties' obligations related to indemnification, standard of care, or any other core terms of the standard agreement. In the absence of federal funding, the attached provisions shall not apply.

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Scope of Services and Budget

Attachment 2: Federally Required Terms and Conditions

This AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

**Approved for Anchor QEA**

**Accepted for Town of Black Mountain,**

By: Tracy Drury  
Tracy Drury (May 4, 2026 13:56:10 PDT)  
Name: Tracy Drury  
Title: shareholder  
Date: 05/04/2026

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Attachment 1: Scope of Work and Budget

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December 19, 2025

Jessica Trotman  
Assistant Town Manager  
Town of Black Mountain  
160 Midland Ave  
Black Mountain, North Carolina 28711

Re: Proposal for Assessment and Restoration Options for Flat Creek Greenway

Dear Jessica,

Anchor QEA of North Carolina, PLLC, is pleased to provide the Town of Black Mountain (Town) with the following proposal for restoration of the Flat Creek Greenway (Project or Greenway). The purpose of this effort is to perform a thorough post-storm detailed damage assessment and provide the preferred method of repair to portions of the Flat Creek Greenway that were damaged by flooding related to Tropical Storm Helene in September 2024.

Extreme flooding caused Flat Creek to escape its banks along the Greenway corridor with the creek abandoning its previous course, flooding residences, and destroying portions of the paved greenway trail. The Town anticipates receiving FEMA-PA (Federal Emergency Management Agency – Public Assistance) funding to complete the design and implementation of this recovery project. Anchor QEA will contract with the Town to perform Phase 1 of the restoration to include a detailed damage assessment and provide the preferred method of repair. We will then meet with the Town and FEMA representatives to review funding eligibility and then advance through the detailed design under a contract amendment.

The proposed scope of work summarized below is based on our preliminary Site reconnaissance visit, conducted on September 5, 2025. This scope of work for the initial phase assumes that Anchor QEA will perform a detailed Site assessment, produce a Damage Assessment Report, and provide the preferred method of repair. As the proposed solution has not yet been determined, the following scope of work does not include the detailed design (including hydrologic and hydraulic modeling and no-rise evaluation) or subsequent phases of permit finalization, construction specifications and bidding, construction management, and closeout, which will be scoped once the preferred alternative is selected.

This scope of work (SOW) includes the following tasks:

1. Existing Data Review
2. Site Assessment
3. Damage Assessment Report

4. Recommended Methods of Repair
5. Grant Compliance and Analysis
6. Project Management and Meetings

### **Scope of Services and Deliverables**

Through Phase 1 of this restoration project, Anchor QEA will perform the following tasks.

#### ***Task 1—Existing Data Review***

This task will consist of reviewing existing available data.

##### **Subtask 1.1 Existing Data Review**

Anchor QEA will request, acquire, and review available existing data the design team deems necessary for understanding existing and pre-storm conditions at the Site. Potential items Anchor QEA may request and review include:

- Historic and current aerial imagery
- LiDAR elevation data
- Stormwater input locations
- Soils mapping
- Historic storm and precipitation data
- FEMA mapping and published models
- Infrastructure and parcel mapping
- Design or construction documentation of the pre-Helene conditions

##### **Assumptions**

- We will rely on Town staff to provide documentation they have available, or contacts for holders of existing data.

##### **Deliverables**

There are no deliverables associated with this task.

#### ***Task 2—Preliminary Site Assessment***

Anchor QEA will perform a preliminary assessment of the Site with the intent of documenting the damage to the Greenway from Tropical Storm Helene.

Anchor QEA staff will photo document the Site and will prepare the preliminary design recommendations.

##### **Assumptions**

- Right of entry will be coordinated by the Town of Black Mountain.
- Anchor QEA will have access to the Site but will remain on publicly owned premises.
- Two members of the Anchor QEA design team will be on site for 1 half day.

- No PLS (professional land surveyor) will be contracted at this time. PLS survey will be included, if necessary, as part of the detailed design to be scoped separately.

### **Deliverables**

There are no deliverables associated with this task.

### ***Task 3—Damage Assessment Report***

Anchor QEA will prepare a Damage Description and Dimensions Report that aligns with FEMA's Preliminary Damage Assessment (PDA) Guide requirements. This report will document the type, location, extent, and estimated costs of damage, following the standardized framework for FEMA-PA assessments. We will begin with a structured Initial Damage Assessment (IDA), incorporating geotagged photographs, GIS mapping, and field inspections to capture the magnitude of damage to the greenway, adjacent streambanks, public and private structures, and associated infrastructure. We will categorize the Site in accordance with FEMA's PA work eligibility matrices and supporting documentation checklists, resulting in an analysis that provides sufficient technical justification for federal disaster grant consideration.

Our team will prepare impact statements, opinions of probable cost, and supporting documentation that address FEMA's evaluation factors—including uninsured losses, localized impacts, and hazard mitigation opportunities. The final Damage Assessment Report will provide the Town with a defensible and FEMA-ready submittal package that expedites eligibility under the Stafford Act. By aligning with FEMA's documentation standards and validation practices, the report will not only support the Town's immediate recovery needs but also position the project for hazard mitigation funding to reduce vulnerability to future storm events.

### **Assumptions**

- Anchor QEA will follow FEMA guidance for the development of the Damage Description and Dimensions Report.

### **Deliverables**

Anchor QEA will deliver the Damage Description and Dimensions Report in PDF format, via email.

### ***Task 4—Preferred Method of Repair***

Anchor QEA will provide the Town with a scope of work (SOW) and cost estimate (opinion of probable cost) for the preferred method of repair of the Greenway. The preferred method of repair will include:

- A clear rationale and explanation of damages, and
- Why the proposed repair is appropriate and reasonable
- An opinion of probable cost for design and implementation of the repair

To determine the preferred method of repair, Anchor QEA will assess options including returning the damaged infrastructure and streambanks to their pre-storm level of function or rebuilding the streambanks and greenway infrastructure to a level of service that will provide enhanced resiliency to future flooding events by acquiring adjacent property.

These recommendations will address FEMA guidance and will support the Town's position to secure FEMA funding for design and implementation.

A preliminary opinion of probable cost for design and implementation of the preferred method of repair will be developed to support Phase 2 of this project. The opinion of probable cost will follow the American Association of Cost Estimation International Recommended Practices for Cost Estimating System<sup>1</sup> for a Class 5 estimate with an expected accuracy range of -50% at the low end and +100% at the high end to identify the typical variation of expected cost at this level of project definition.

#### **Assumptions**

- Recommendations will be summarized in a memorandum (up to 10 pages and 2 figures) that incorporates documentation from the Damage Assessment Report.

#### **Deliverables**

Anchor QEA will provide the preferred method of repair in a summary memo in PDF format, delivered via email.

#### ***Task 5—Grant Compliance and Analysis***

The intent of this task is to facilitate efficient and effective discussions with FEMA that allow for the continuation of the Greenway recovery services under Phase 2. This task includes the following:

- Meet with representatives of the Town and FEMA to review eligibility of the two recommended repair options (up to 2 hours total labor).
- Develop the scope of work and budget for Phase 2 to include the engineering of the selected alternative, including permitting, development of construction specifications, and constructor selection process.
- Summary review of FEMA guidance documents to enable project delivery team to develop documents and recommendations based on stated FEMA requirements and policy in effect at the time-of-service delivery.

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<sup>1</sup> This system is a series of recommended practices that classifies estimates based on the maturity of the project definition scope and accuracy. The system has five classes of estimates, from Class 5 (Least Defined) to Class 1 (Most Defined).

### ***Task 6—Project Management and Meetings***

The intent of this task is to facilitate efficient and effective work within a defined schedule and budget to meet the project objectives. This task includes the following:

- Update meetings with Town representatives as needed (up to 2 hours over 1 meeting)
- Develop and maintain a project schedule and conduct budget reviews (up to 10 hours total labor)
- Respond to miscellaneous project communications outside of the scope identified above (up to 2 hours)

### **General Assumptions**

Completion of the work in accordance with the estimated budget and schedule is based on the foregoing descriptions and following assumptions:

- Anchor QEA will be provided access to all portions of the site on an agreed-upon date without delay.
- Weather events will not hinder performance of the surveys.
- Pre-design investigations, including geotechnical assessment and topographic surveying are not included in this phase.
- Permit application, pre-permitting meetings, or applicable fees are not included in this phase.
- The development of engineering plans, detailed design, including utility design, or specifications is not included in this phase.
- No cultural or archaeological study or threatened and endangered species assessments are included.
- FEMA will accept at least one of the proposed recommendations without discussion or negotiation.
- Modifications or additional iterations of proposed recommendations by FEMA, the Town, or other stakeholders, will require additional scope and budget.

### **Estimated Costs**

Based on the scope described herein, our estimated fees are summarized in Table 1. The project will be invoiced on a time and materials basis. If, during the work, we identify conditions that differ from those addressed in this proposal, Anchor QEA will notify the Town and obtain written approval prior to continuation of out-of-scope services. Although Anchor QEA will track budgets at the task level, invoicing for work from this project will be provided at the project level. Invoicing for work from this project will be provided monthly. Invoicing conditions are stated in the Standard Agreement.

**Table 1**  
**Task and Fee Breakdown**

| Task Number | Task Name                       | Estimated Cost |
|-------------|---------------------------------|----------------|
| Task 1      | Existing Data Review            | \$1,850        |
| Task 2      | Preliminary Site Assessment     | \$3,300        |
| Task 3      | Damage Assessment Report        | \$3,400        |
| Task 4      | Recommended Methods of Repair   | \$7,650        |
| Task 5      | Grant Compliance and Analysis   | \$5,000        |
| Task 6      | Project Management and Meetings | \$2,600        |
| TOTAL       |                                 | \$23,800       |

### Schedule

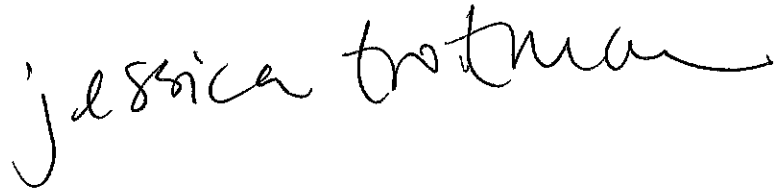
Anchor QEA will target completion of the work within 12 weeks of contract execution.

If you have any questions regarding these findings, please contact me at 828-989-4587, or via email at [cengle@anchorqea.com](mailto:cengle@anchorqea.com). We appreciate the opportunity to perform this work.

Sincerely,



Chris Engle, PE  
Project Manager





## Attachment 2: Federally Required Terms and Conditions

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## EXHIBIT B

### Federally required Terms and Conditions- Hurricane Helene

#### Federal Applicability:

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

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

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

#### REMEDIES:

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

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

#### TERMINATION FOR CAUSE OR CONVENIENCE:

## **EXHIBIT B**

### **Federally required Terms and Conditions- Hurricane Helene**

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

## EXHIBIT B

### **Federally required Terms and Conditions- Hurricane Helene**

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

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

### **CONTRACT CHANGES:**

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

### **NONDISCRIMINATION**

#### **Equal Employment Opportunity**

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

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

## EXHIBIT B

### Federally required Terms and Conditions- Hurricane Helene

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

(2) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended

in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

### Age

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

### Sex

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

## **EXHIBIT B**

### **Federally required Terms and Conditions- Hurricane Helene**

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

### **Disabilities**

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

### **Access to Services for Persons with Limited English Proficiency**

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

### **Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections**

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

### **Other Nondiscrimination Laws**

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

### **Inclusion in Subcontracts**

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

### **COMPLIANCE WITH THE DAVIS-BACON ACT- CONSTRUCTION**

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

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

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

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

### **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT**

## **EXHIBIT B**

### **Federally required Terms and Conditions- Hurricane Helene**

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

### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

### **CLEAN AIR ACT**

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



## **EXHIBIT B**

### **Federally required Terms and Conditions- Hurricane Helene**

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

### **FEDERAL WATER POLLUTION CONTROL ACT**

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

### **ENERGY CONSERVATION**

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

### **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

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

## EXHIBIT B

### **Federally required Terms and Conditions- Hurricane Helene**

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

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

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

### **PROCUREMENT OF RECOVERED MATERIALS**

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

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

### **ACCESS TO RECORDS AND RECORD RETENTION**

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

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

## **EXHIBIT B**

### **Federally required Terms and Conditions- Hurricane Helene**

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

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

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

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

### **FEDERAL OR STATE SEAL, LOGO, AND FLAGS**

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

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

### **NO OBLIGATION BY FEDERAL OR STATE GOVERNMENT**

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

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

### **DOMESTIC PREFERENCE FOR PROCUREMENTS**

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

## **EXHIBIT B**

**Federally required Terms and Conditions- Hurricane Helene**  
concrete; glass, including optical fiber; and lumber.

### **CONFLICT OF INTEREST**

## **EXHIBIT B**

### **Federally required Terms and Conditions- Hurricane Helene**

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

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

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

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

### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

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

(b) Prohibitions.

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

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

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

## EXHIBIT B

### **Federally required Terms and Conditions- Hurricane Helene**

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

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

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

## EXHIBIT B

### **Federally required Terms and Conditions- Hurricane Helene**

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

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

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

### **BUY AMERICA**

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

**The requisite "BABAA Certificate of Compliance" is included as ATTACHMENT C.**

### **HUAWEI./ ZTB Ban**

CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115–232 and § 200.471.

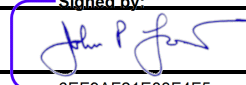


# ATTACHMENT A

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION (To be submitted with all bids exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), Anchor QEA of North Carolina PLLC, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE 10/7/2025  
 SIGNED BY:   
 SIGNATURE 6EF9AF21E83F4F5...  
 COMPANY Anchor QEA of North Carolina PLLC.  
 NAME John P. Laplante  
 TITLE Principal Engineer

State of TX  
 County of Brazoria  
 Subscribed and sworn to before me this 7<sup>th</sup> day of October, 2025.

Notary Public \_\_\_\_\_

My Appointment Expires 02/25/2027

[SEAL]



# ATTACHMENT A

## CERTIFICATION REGARDING LOBBYING

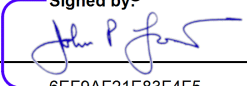
*(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Anchor QEA of North Carolina PLLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, *et seq.*, apply to this certification and disclosure, if any.

Signed by:   
6EF9AF21E83F4F5...

Signature of Contractor's Authorized Official

Date 10/7/2025

Printed Name and Title of Contractor's Authorized Official

John P. Laplante, Principal Engineer

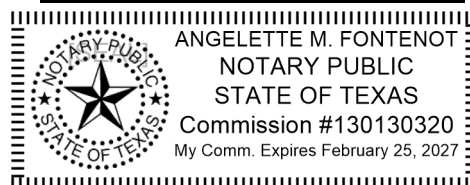
State of TX

County of Brazoria

Subscribed and sworn to before me this 7th day of October, 2025.

Notary Public \_\_\_\_\_

My Appointment Expires 02/25/2027



# ATTACHMENT A

## BABAA CERTIFICATION OF COMPLIANCE

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58 §§ 70901-52, unless excepted by federal law, regulations, policy, or guidance.

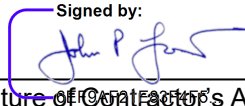
The undersigned certifies, to the best of their knowledge and belief, that:

All the iron, steel, manufactured products, and construction materials used in the contract are in full compliance with BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United states.

"The Contractor, Anchor QEA of North Carolina, PLLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signed by:



Signature of Contractor's Authorized Official

Date 10/7/2025

John P. Laplante, Principal Engineer

Printed Name and Title of Contractor's Authorized Official

State of TX

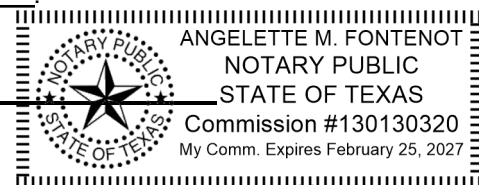
County of Brazoria

Subscribed and sworn to before me this 7th day of October, 20 25.

Notary Public

My Appointment Expires 02/25/2027

[SEAL]



# Anchor QEA Service Agreement - VW 3x revisions 4.28.2026

Final Audit Report

2026-05-04

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2026-05-04                                   |
| By:             | Lori Fisher (lfisher@anchorqea.com)          |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAKdWqSJalsxFG4qzfFbQZ6XwY7Nh_ijjA |

## "Anchor QEA Service Agreement - VW 3x revisions 4.28.2026" History

-  Document created by Lori Fisher (lfisher@anchorqea.com)  
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-  Document e-signed by Tracy Drury (TDrury@anchorqea.com)  
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*Council Member \_\_\_\_ made a motion to approve the following resolution. A vote of \_\_\_\_.*

**A RESOLUTION AUTHORIZING AGREEMENT WITH ANCHOR QEA OF NORTH  
CAROLINA, PLLC FOR PROFESSIONAL ENGINEERING & ARCHITECTURAL  
SERVICES**

**RESOLUTION NO. R-26-XX**

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

**WHEREAS**, Anchor QEA of North Carolina, PLLC (the “Engineer”), a professional engineering firm was selected through a qualifications-based selection process in accordance with the North Carolina Mini-Brooks Act (G.S. 143-64.31); and

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

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

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

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

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

**Adopted this 11th day of May, 2026.**

---

C. Michael Sobol, Mayor

Attest:

---

Wesley M. Barker, Town Clerk



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Michelle Kennedy, Planning Director      **MEETING DATE:** May 11, 2026

**AGENDA SECTION:** Public Hearing      **DEPARTMENT:** Planning & Development Services

**TITLE OF ITEM:** Public Hearing to Amend Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.14, Table of Uses by Zoning District; and Chapter 5, Section 5.19, Data Processing Centers, to add a definition, use, and requirements for data processing centers.

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

I move that we approve the proposed text amendments to Chapter 1, Section 1.2.3, Definitions; Chapter 4, Section 4.7.14, Table of Uses by Zoning District; and Chapter 5, Section 5.19, Data Processing Centers as presented and find that the proposed changes are consistent with current state regulations and find that the recommendation promotes the general welfare and in keeping with good zoning practice.

---

### **SUMMARY:**

We are seeing multiple towns and cities across the state beginning to get applications for data processing centers. There are currently no definitions or requirements for data processing centers. The proposed amendments will define a data processing center and will allow for requirements to be put in place. The goal is to have the ordinance in place before an application comes in.

### **BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** Type answer here. If no impact, put N/A

**If no, describe how it will be funded.** Type answer here. If no impact, put N/A

### **ATTACHMENTS:**

## 1. 26\_05\_11\_ORDINANCE\_DATA\_CENTERS



## ORDINANCE #

### **AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS; CHAPTER 4, SECTION 4.7.14, TABLE OF USES BY ZONING DISTRICT; AND CHAPTER 5, SECTION 5.19, DATA PROCESSING CENTERS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO TO ADD A DEFINITION, USE, AND REQUIREMENTS FOR DATA PROCESSING CENTERS**

**WHEREAS**, The Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

**WHEREAS**, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

**WHEREAS**, upon recommendation of the Planning Board, the following text amendments are consistent with the comprehensive plan and reasonable in the public interest because they support community character and enhance safety and support manufacturing, including small scale; and

**WHEREAS**, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

**WHEREAS**, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Supports community character and enhances safety (Goal 2.4)
- Supports manufacturing, including small scale (Goal 4.5)

**WHEREAS**, after notice duly given, a public hearing was held on May 11, 2026, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

**NOW, THEREFORE BE IT RESOLVED** that Chapter 1, Section 1.2.3, Definitions, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

Chapter 1

Section 1.2.3 Definitions.

**Data processing facility: A building, dedicated space within a building, or group of structures used to house a group of computer systems and associated**

components, such as telecommunications and data processing systems, to be used for the remote storage, processing, or distribution of large amounts of data. Examples of such data include, but are not limited to, computationally intensive applications such as artificial intelligence, blockchain technology, cryptocurrency mining, weather modeling, genome sequencing, etc. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations. May also be referred to as a “Data Center”. This definition shall not apply to data processing facilities that are accessory or incidental to a primary use.

**BE IT FURTHER RESOLVED** that Chapter 4, Section 4.7.14, Table of uses by zoning district, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

#### Chapter 4

##### Section 4.7.14 Table of uses by zoning district.

| Category   | Uses                                   | CR-1 | SR-2 | TR-4 | UR-8 | NMU-8 | OI-6 | CB D | HB-8 | LI-8 | HI-0            |
|------------|----------------------------------------|------|------|------|------|-------|------|------|------|------|-----------------|
| Industrial | <b><u>Data Processing Facility</u></b> |      |      |      |      |       |      |      |      |      | <b><u>A</u></b> |

**BE IT FURTHER RESOLVED** that Chapter 5, Section 5.19, Data processing facilities, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

#### Chapter 5

##### **Section 5.19 Data processing facilities.**

##### **5.19.1 – Purpose.**

**To regulate data processing facilities and data center buildings, including for the use of cryptocurrency mining.**

##### **5.19.2 – General provisions.**

- A. Height restrictions. Systems, equipment, and structures (excluding electric transmission lines and utility poles) will not exceed 35 feet in height, including rooftop mechanical equipment.**

**B. Use separation.** All equipment and structures will be a minimum of fifty feet from the boundary of the facility as delineated on a site plan, and one-quarter mile (1,320 feet) from any place of worship, school, or residence.

**C. Submittal requirements.**

- a. A narrative describing the proposed data processing facility including an overview of the project;**
- b. A site plan showing the proposed location and dimensions of all equipment, existing and proposed structures, screening, fencing, property lines, access roads, turnout locations, ancillary equipment, and the location of any place of worship, school, or residence within one-quarter mile (1,320 feet) of the perimeter of the facility;**
- c. A study prepared by an acoustical engineer that describes the anticipated noise level of the facility and any proposed mitigation efforts such as sound walls, baffles, ventilation, silencers, additional separation from surrounding uses, etc.;**
- d. Other relevant studies, reports, certifications, and approvals as may be reasonably requested by the Town of Black Mountain to ensure compliance with this ordinance; and**
- e. Signature of the property owner(s) and the owner/operator(s) of the facility (if different than the property owner).**

**D. Structural requirements.**

- a. The facility will meet all requirements of the North Carolina Building Code.**
- b. Any electric wiring will be located underground, except where wiring is brought together for interconnection to system components and/or the local utility power grid.**

**E. Access.**

**All roads providing access to the data processing facility will be of sufficient width to accommodate emergency vehicle access as determined by the Town of Black Mountain Fire Marshal.**

**F. Security fencing.**

**Security fencing of a minimum of eight feet in height will be provided along the entire perimeter of the data processing facility.**

**G. Screening.**

**The entire perimeter of the data processing facility will be screened from adjoining properties by a wall that is at least eight feet high or evergreen vegetation growing to a height of eight feet high within three years.**

**H. Utility approval.**

**No grid-connected data processing system will be installed until evidence has been provided by the operator that installation of the system has been**

approved by the electric utility provider and by the water utility provider. Off-grid systems will be exempt from this requirement.

**I. Signage.**

No signage will be permitted for data processing facilities, with the exception of one (1) sign not to exceed 32 square feet that displays the name, address, and emergency contact information of the facility as well as appropriate warning signs.

**J. Noise.**

The amount of noise generated by the data processing facility will not exceed 55 decibels at any property line between the hours of 8:00 a.m. to 7:00 p.m. and will not exceed 50 decibels at any property line between the hours of 7:00 p.m. to 8:00 a.m.

**K. Abandonment.**

It is the responsibility of the property owner to notify the Town of Black Mountain and to remove all obsolete or unused systems. Any structure or equipment associated with the data processing facility that is not operated for a continuous period of one hundred and eighty (180) days will be considered abandoned, and the Town may require the owner to remove such structures and equipment within 90 days after notice from the Town. If the abandoned structure or equipment is not removed within 90 days, the Town may remove it and recover its costs from the owner. If the owner of the abandoned structure or equipment cannot be located or is no longer in business, the requirements of this section will be the responsibility of the landowner on whose property the structure or equipment is located.

**READ, APPROVED AND ADOPTED**, by a vote of \_\_\_\_\_ to \_\_\_\_\_ on this the 11<sup>th</sup> day of May 2026.

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

**ATTEST:**

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



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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|                        |                                                                             |                      |                |
|------------------------|-----------------------------------------------------------------------------|----------------------|----------------|
| <b>SUBMITTER:</b>      | Greta Gibson                                                                | <b>MEETING DATE:</b> | May 11, 2026   |
| <b>AGENDA SECTION:</b> | New Business                                                                | <b>DEPARTMENT:</b>   | Administration |
| <b>TITLE OF ITEM:</b>  | Review of Electronic Payments & Associated Fees and Consideration of Policy |                      |                |

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

I move that Council authorize town staff to create an Electronic Payment Policy to Impose Fees on Electronic Payments, as recommended, and to present a draft to Council at the June 8, 2026 meeting.

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### **SUMMARY:**

The following Town Departments currently accept electronic payments through the use of several vendors. For Planning and Development, they use GovWell and the fees go straight to GovWell without passing through the Town's accounts. For the Pool and Special Events for the Police Department, they use Square Plus. The Town is currently absorbing the merchant processing fees. For the month of July, 2025, the Town absorbed just over \$570 in fees. Parks and Recreation uses RecDesk and the Town absorbs the fees. For the month of July, 2025 the Town absorbed just over \$377 in fees. The Golf Course uses GolfNow and the Town absorbs the merchant processing fees. For the month of July, 2025, the Town absorbed just over \$1,712 in fees. The Town's Utilities Department, Fire and Police use Tyler/Encode and Cognito and the Town absorbs the fees. For the month of July, 2025, the Town absorbed just over \$4,052 in fees and from July 1, 2025 through January 31, 2026, the Town had absorbed just over \$28,352 in fees.

Based on the current fees, the Town will more than likely absorb more than \$50,000/year in electronic payment fees. This is a benefit that is only provided to people that choose to pay by debit or credit card, but the cost is borne by all of the ratepayers and taxpayers. Staff is recommending that the Town change its current policy and transfer the fees to the consume, and to create an official policy indicating such.

Greta Gibson, Customer Service and Revenue Supervisor, has spent a great deal of time reviewing our current policies and vendors and will be present at the meeting to provide the Council with a review of her findings and will be available to answer any questions you might have. It is recommended that Town Council authorize staff to proceed with the creation of an

Electronic Payment Policy and associated fees, which will be brought back to Council for formal approval at the June meeting.

**BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** Yes, the fees are already included in the FY25-26 Budget.

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

**ATTACHMENTS:**

1. Credit Card Processing Fees Report 2025-2026

### § 159-32.1. Electronic payment.

A unit of local government, public hospital, or public authority may, in lieu of payment by cash or check, accept payment by electronic payment as defined in G.S. 147-86.20 for any tax, assessment, rate, fee, charge, rent, interest, penalty, or other receivable owed to it. A unit of local government, public hospital, or public authority may pay any negotiated discount, processing fee, transaction fee, or other charge imposed by a credit card, charge card, or debit card company, or by a third-party merchant bank, as a condition of contracting for the unit's or the authority's acceptance of electronic payment. A unit of local government, public hospital, or public authority may impose the fee or charge as a surcharge on the amount paid by the person using electronic payment. (1999-434, s. 5.)

### Planning & Development

Merchant: GovWell

Planning is the only department that passes merchant processing fees on to the customer.

The current rates for processing (as of 04/23/26):

- 3.5% of transactions for credit or debit
- \$1 for an ACH transaction

The fee goes straight to GovWell, without passing through The Town's bank account or GL's.

The fee is itemized below the subtotal on the receipt.

Requested: April 22, 2026, 2:01pm  
Paid: April 22, 2026, 2:15pm

| Fee                                                                           | Description             | Explanation                                    | Total      |
|-------------------------------------------------------------------------------|-------------------------|------------------------------------------------|------------|
| Building Permit (Heated)                                                      |                         | (4608 / 10000) * (\$6,126.80 per Heated Sq Ft) | \$2,823.23 |
| Certificate of Occupancy                                                      |                         | \$42.40 * 1                                    | \$42.40    |
| Electrical Inspection                                                         |                         | \$90.10 * 3                                    | \$270.30   |
| Homeowners Recovery (1/2)                                                     |                         | \$9.00 * 1                                     | \$9.00     |
| Homeowners Recovery (2/2)                                                     |                         | \$1.00 * 1                                     | \$1.00     |
| Land Disturbance (New Single or Two-Family Residence < 1 acre of disturbance) |                         | \$84.80 * 1                                    | \$84.80    |
| Mechanical Inspection                                                         |                         | \$90.10 * 3                                    | \$270.30   |
| Plumbing Inspection                                                           |                         | \$90.10 * 3                                    | \$270.30   |
| Residential Clean-Up                                                          |                         | \$106.00 * 1                                   | \$106.00   |
| Single Family Plan Review                                                     |                         | \$106.00 * 1                                   | \$106.00   |
| Technology                                                                    | 6% of transaction total | 6% of 4062.83                                  | \$243.77   |
| Zoning                                                                        |                         | \$79.50 * 1                                    | \$79.50    |



Subtotal: \$4,306.60  
Processing Fee: \$150.73  
Total Paid: \$4,457.33  
Payment Method: Credit Card

There is no discount program; if we chose to absorb the fee it would be the same as the customer's fee.

There is no way for GovWell to split the fee, it is either absorbed by us or paid by the customer.

Department Data:

July 1, 2025 to-date Planning & Development customers have paid:

ACH transactions (\$1 per item): 84(\$1) \$84 in fees

Checks (\$0 per item): 63

Credit Card transaction amount (3.5%): \$272,498.08(3.50%) \$9,537.43 in fees

\$9,621.43 paid by customer

#### Pool & Special Events for the Police Department

Merchant: Square Plus

The Town of Black Mountain absorbs the merchant processing fees.

Current Rate:

Debit/credit card fees: 2.5% + \$.15

Fees are deducted from end-of-day settlement, do not pass through The Town's bank account or GL

Square allows the surcharge to be passed to the customer for debit and credit card:

- Customer pays the merchant processing fee of 2.5%+\$ .15
- Surcharge listed on the receipt as a separate line item
- Fees are paid to Square directly

Department Data:

Month of July 2025:

1,223 gate transactions:

612 paid by card Fees absorbed by The Town: \$343.91

609 cash No fees

1,672 concession transactions:

966 paid by card Fees absorbed by The Town: \$227.03

706 cash No fees

1,578 transactions, \$570.94 in fees paid by The Town

(Note: The Swim Team pays by checks, this is the only check received by the pool)



## Recreation & Parks

Merchant: RecDesk

The Town of Black Mountain absorbs the merchant processing fees.

Current Rate:

Debit/credit card fees: 3.90%+.30\*

Fees are drafted from The Town's bank account.

There is no way for RecDesk to split the fee, it is either absorbed by us or paid by the customer. If the fee were to be paid by the customer:

- Surcharge listed on the receipt as a separate line item
- Paid directly to the merchant, does not pass through our accounts
- There is no processing fee for refunds (Parks and Rec takes deposits for facilities, there would be a processing fee when the deposit is placed on a card, but not when refunded).

Department Data:

Month of July 2025:

\$9,688.69 in credit cards processed (3.90%) \$377.86 +.30 per transaction in fees

1 cash

1 check

\*Processing company is getting ready to change from authorize.net. If we sign a new contract, this processing rate may be reduced to 3% +.30.

## Golf

Merchant: Golfnow

The Town of Black Mountain absorbs the merchant processing fees.

Current Rate:

Debit/credit cards (present) 2.75% +\$10 per transaction

Debit/credit cards (not present) 2.9% +\$.30 per transaction

The fees are drafted from The Town's checking account.

There is no way for Golfnow to split the fee, it is either absorbed by us or paid by the customer. If the fee were to be paid by the customer:

- Surcharge listed on the receipt as a separate line item
- The surcharge would be deposited to our accounts and then drafted as it is now
- Golfnow prefers a flat rate and suggests 3%

Department Data:

Month of July:

\$8,375 in cash \$62,271.45 in cards (2.75%) \$1,712.46 fees absorbed by The Town+ the \$.10 per transaction fees.

#### Utilities, Fire, Police

Merchant: Tyler/Encode & Cognito

Current Model: Absorb Fee

- We absorb the fees for all payments made online or in person
- Fees show in our GL and Chase debits our checking account

Because we absorb the fee, we qualify for the Visa Discount Program that discounts the processing rate from 3.75-4% to a 2% net rate.

If we pass the fee on to customers, we will not be able to participate in this program, and the fee would go up to 3.75-4%.

#### Flat Rate Model

Tyler/Encode can split the fee, the Town paying a percentage of the fee and the customer paying the remainder. The flat rate would show as a line item on the receipt and fees would be drafted from The Town's checking account.

#### Service Fee Model

- The Merchant Fees are a Service Fee from Chase
- The fee goes straight to Chase, never hitting The Town's GL's or checking account
- The receipt shows
  - A Base Charge (what the town has billed for example, the amount of the Utility Bill)
  - A Service Fee from Chase approximate fee is 3.90%

This would apply to all payments made online or in person.

E checks would be treated differently, having a Service Fee of \$1.95.

#### July 2025 Utility:

- 1,173 customers had their checking accounts drafted by The Town (no fee)
- E check 376
- Online credit card transactions 1,529
- In-person credit card payments 212

Website processing fees: \$3,297.84

Office processing fees: \$ 543.50

American Express fees: \$ 210.82

\$4,052.16 in processing fees absorbed in the month of July 2025 (\$28,352.51 from July 1, 2025-January 31, 2025).

If Counsel votes for the changes, it requires

- A contract amendment
- Software changes

Notices of the change could be added to:

- Posted in the drive through window
- At the payment window
- On or around portable equipment
- An online banner
- In the message box on the bill
- Newsletter



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** May 11, 2026

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

**TITLE OF ITEM:** Presentation and Consideration of Street Dedication Application & Policy

**SUGGESTED MOTION(S):**

Motion to adopt the Street Dedication & Policy as presented.

---

**SUMMARY:**

The Planning Department has been developing a Street Dedication Application/Policy. A copy of the Draft Application/Policy is attached for your review and information. The Council had delayed action on the Brookhaven Drive acceptance, pending the approval of the new Application/Policy.

**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. TOBM Street Dedication Application & Policy



## Town of Black Mountain Planning & Development

304 Black Mountain Ave ♦ Black Mountain, NC 28711

Phone: 828-419-9300 ♦ Fax: 828-669-2030

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

### Street Dedication Application

Date: \_\_\_\_\_

I/We hereby respectfully request that the Town of Black Mountain officially accept dedicated improvements, as constructed to Town standards, for the following street(s):

Street Name: \_\_\_\_\_ Deed Book and Page:

\_\_\_\_\_

Street Name: \_\_\_\_\_ Deed Book and Page:

\_\_\_\_\_

Street Name: \_\_\_\_\_ Deed Book and Page:

\_\_\_\_\_

Street Name: \_\_\_\_\_ Deed Book and Page:

\_\_\_\_\_

Dedication Includes:

☐ Street(s)

☐ Sidewalk(s)

☐ Storm Drainage

☐ Other:

\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Name/Signature

Property Address

\_\_\_\_\_  
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## Town of Black Mountain Planning & Development

304 Black Mountain Ave ♦ Black Mountain, NC 28711

Phone: 828-419-9300 ♦ Fax: 828-669-2030

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

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(Must have all property owners' signature. Please use additional sheets if necessary.)

### **Dedication of Streets**

The Town of Black Mountain shall not accept as a public street, any street extension, new street or part thereof until inspected by the Public Works Director and the Fire Marshal and has met the following requirements:

1. A Street Dedication application signed by all property owners of property over which the street or right-of-way passes.
2. Where necessary, property owners must be willing to purchase approved culverts to install under new constructed driveways.
3. Must be approved by the Public Works Director and the Fire Marshal upon inspection.

The Town will not perform any work, use any labor or material or authorize any expenditure on the improvement of, or service to any street or part thereof until it has been accepted by Town Council.

The Town will not enforce any restrictive covenants applicable to the improvements dedicated and accepted by the Town.

Streetlights are not dedicated to the Town but rather remain the property of the electric provider. The Town will pay the utility bill associated with streetlights located in the right-of-way of dedicated streets when all of the following conditions have been met:

1. Street dedication has been accepted by Town Council,
2. Town receives a written request for utility bill transfer from the current bill owner, including a copy of the utility bill with all pole numbers to be transferred, and
3. Field inspection verifies the streetlights to be transferred.



## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager  
**MEETING DATE:** May 11, 2026

**AGENDA SECTION:** New Business  
**DEPARTMENT:** Recreation & Parks

**TITLE OF ITEM:** Consideration of naming the Lake Tomahawk Tennis Courts after Judy Eubanks

**SUGGESTED MOTION(S):**

Motion to consider naming Lake Tomahawk Tennis Courts in honor of Judy Eubanks and approval of a sign to be placed at the tennis courts.

---

**SUMMARY:**

The Black Mountain Tennis Association has asked to name the Lake Tomahawk Tennis Courts the "Judy Eubanks Tennis Courts" for all the hard work Judy Eubanks has done in Black Mountain for tennis. She retired from the Tennis Association this year, and the Association would like to pay Judy respect for all she has done by naming the courts after her. A sign has been created and if it is approved by the Council, the Association will work with Recreation & Parks to get the sign installed.

**BUDGET IMPACT:**

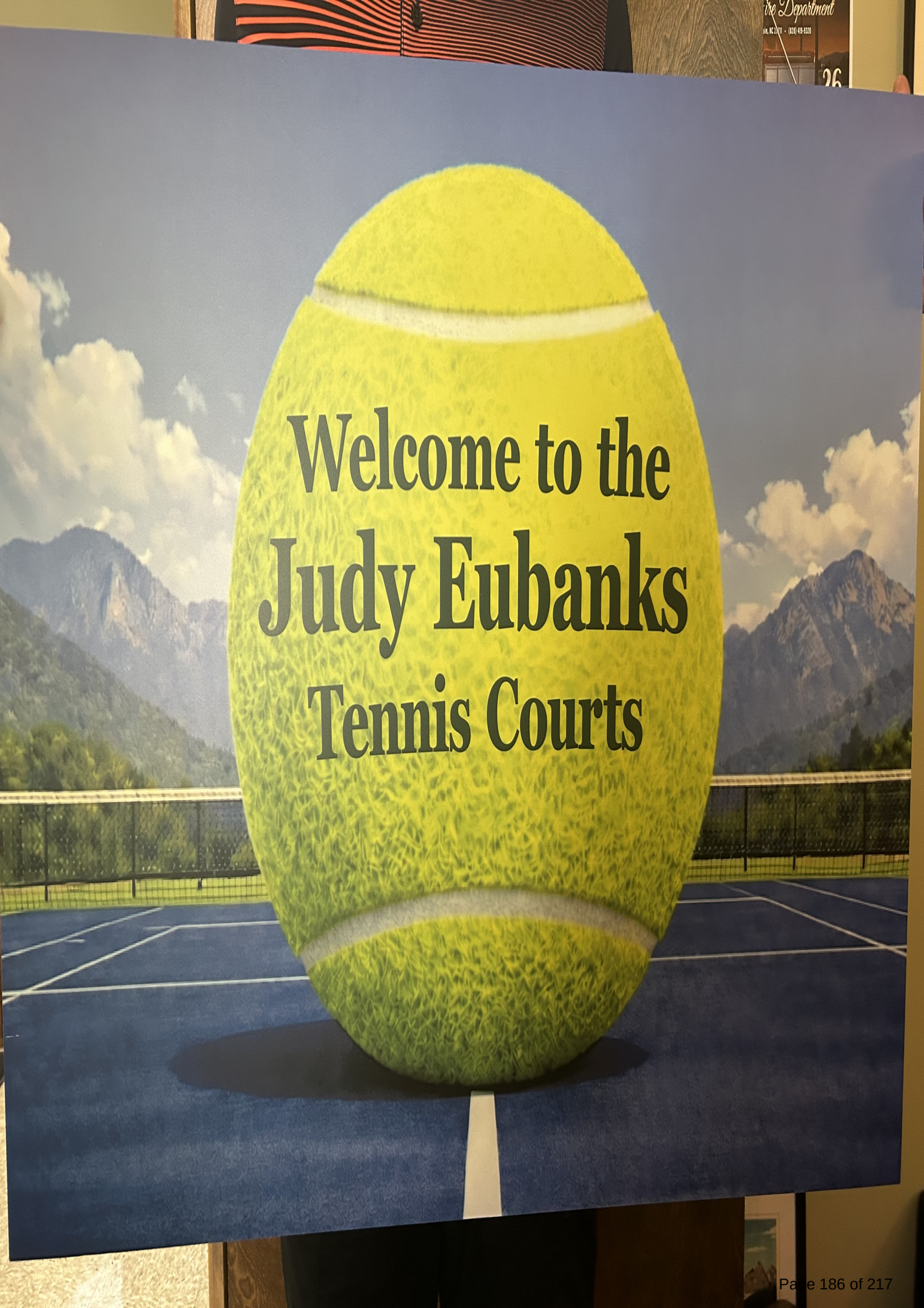
Is this expenditure approved in the current fiscal year budget? N/A

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

**ATTACHMENTS:**

1. Judy Eubanks Tennis Court Sign





# Welcome to the Judy Eubanks Tennis Courts





## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Jamey Matthews, Public Works Director  
**MEETING DATE:** May 11, 2026

**AGENDA SECTION:** New Business  
**DEPARTMENT:** Public Works

**TITLE OF ITEM:** Acceptance of Water Line Infrastructure within Sweet Birch Commons for Public (Town) Ownership & Maintenance.

**SUGGESTED MOTION(S):**

I move that Council approve the acceptance of the water line infrastructure within Sweet Birch Commons for public (Town) ownership and maintenance.

---

**SUMMARY:**

This item is for Town Council to consider acceptance of ownership and maintenance responsibility of the completed water line infrastructure located within the Sweet Birch Commons Subdivision. The water system has been designed and constructed in accordance with all applicable municipal standards, engineering specifications, and regulatory requirements. All required inspections have been successfully completed, and the infrastructure has been assessed to ensure proper operation, safety, and compliance. Staff recommends that Council approve the acceptance of the water line infrastructure, thereby transferring ownership and ongoing maintenance responsibilities to the municipality.

**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:** Matt Begley, Budget Analyst      **MEETING DATE:** May 11, 2026  
**AGENDA SECTION:** New Business      **DEPARTMENT:** Administration  
**TITLE OF ITEM:** Lower Watershed Dam - Repair Options Discussion

**SUGGESTED MOTION(S):**

Council should discuss and provide direction to staff on whether to pursue the alternative as a preferred method of repair.

---

**SUMMARY:**

The engineering firm, S&ME, hired by the Town to design the repairs to the Lower Watershed Dam has suggested that the Town may be able to breach the dam as a less costly alternative. Their summation of the dam breach alternative is outlined in the attachment to this agenda item. Staff would like directions from Town Council on whether to pursue this alternative as a preferred method of repair with FEMA liaisons.

The attached breach alternative summary includes, but is not limited to:

- Description of overall benefits and drawbacks.
- Decommissioning process outline.
- Permitting considerations.

**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. Lower Pond Dam Breach Alternative





## ♦ **Dam Breach Alternative**

The concrete chute spillway of the lower pond, measuring approximately 60 feet long by 16 feet wide, collapsed from undermining due to the high discharge rate during Tropical Storm Helene. The concrete chute spillway is aligned at the left abutment and serves as the principal spillway. As it receives near constant flow, the proposed replace-in-kind option of cast-in-place concrete is considered the best option. Natural streambank repair downstream of the spillway structure may be warranted.

As an alternative to repair by replacement, consideration could be given to decommissioning the dam. Dam decommissioning is generally defined as the controlled demolition or breaching of a dam or reservoir to the extent that no water or fluid can be impounded by the dam or reservoir. For the Lower Pond Dam, decommissioning would involve preparation of Engineering Plans and Specifications documenting the following primary activities:

- Dewatering the pond and management of water during construction.
- Excavating a portion of the embankment at its lowest point downstream and constructing a stable channel from the notch to the receiving stream. The excavation would likely fall along the current lake drain pipe alignment where a small stream channel already exists. Note this channel has a steady flow from a constant leak in the lake drain pipe.
- The channel would be lined with geotextile fabric and rip rap, but the slopes above the channel can be grassed.
- The interior of the reservoir will need minor grading to promote drainage, and the entire area would be planted with grass or other permanent native vegetation.
- Trees outside of the breach zone can remain.
- Permits are required from NC DEQ Asheville Regional Office (Erosion Control), and potentially the US Army Corps of Engineers. A licensed NC Professional Engineer is required to prepare breach plans of jurisdictional dams.
- Record Surveying following construction.

S&ME is not aware of any current formal uses of the Lower Pond - other than potential flood and sediment control - and the original purpose of construction is unknown. The primary benefits of dam decommissioning are 1) the construction cost for breaching the dam and restoring the stream channel are estimated to be similar or less than repairs to the spillway; 2) returning the dam and pond to a natural-like stream channel is viewed as an environmental benefit; and 3) dam decommissioning would also be considered as a long-term investment by reducing maintenance and administrative costs associated with dam upkeep.

If the dam is not decommissioned, tree removal is recommended as a short- to mid-term maintenance activity. As a general guidance from NC Dam Safety, all trees, brush, and woody vegetation should be removed from all parts of the dam and appurtenant works and within 15 feet of any part thereof. The following are excerpts from a May 23, 2022 Memorandum prepared by the Dam Safety State Program which illustrate the requirements for tree removal:

- Any trees and brush less than six inches in diameter at breast height may be removed by cutting flush to the ground



- All trees six inches in diameter and greater at breast height are considered large trees and must be completely removed by excavation (clearing & grubbing) including root removal. The resulting excavations must be properly backfilled with select fill, and all disturbed areas must be regraded and revegetated.

The proposed repairs due to damage from Helene are only associated with the spillway replacement work. Although the presence of trees on the dam embankment is not a regulatory deficiency because the dam is non-jurisdictional, removing the trees from the dam following NC Dam Safety guidelines is a recommended activity for the safety and longevity and of the structure.

### *Permitting Considerations*

The following is an excerpt from our February 6, 2026 proposal:

Approval from the NCDEQ Dam Safety Program is required for new dam construction, repairs, or removal. The lower pond, however, is non-jurisdictional. Thus, approval for, and certification of repairs from NDEQ is not an anticipated requirement.

Impacts to streams are typically subject to regulation by the U.S. Army Corps of Engineers (USACE) through Section 404 of the Clean Water Act (CWA) and by the North Carolina Department of Environmental Quality (NC DEQ) through Section 401 of the CWA. The proposed spillway replacement work likely qualifies for expedited review and authorization under the Nationwide Permit (NWP) program due to the damage being related to Tropical Storm Helene. Regardless of the applicability to the expedited agency review procedures, the work meets the criteria for coverage under the NWP3 – Maintenance. Provided that the project complies with the applicable general and specific conditions of NWP, submission of a Pre-Construction Notification (PCN) should not be required. Special Guidance issued by NCDEQ regarding Tropical Storm Helene repair work in Waters and Wetlands states that 401 Certifications are only required when the USACE determines that a 404 Permit is required (i.e. a 401 Certification is not needed when a 404 Exemption is applicable). Thus, effort associated with submission of a PCN pursuant to Section 401/404 Permitting has not been included with this proposal.

Following the Flood Plain Manager's recommendation, S&ME can reach out to the USACE Asheville Regulatory Field Office to discuss permitting requirements for the spillway replacement work and dam breach alternative.

Attachments: Site Photographs 1 through 6





|                                                                                    |                        |                                                           |                                 |
|------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------|---------------------------------|
|  |                        |                                                           | Date: 2/17/2026                 |
|                                                                                    |                        |                                                           | Photographer: Michael Romanello |
| 1                                                                                  | Location / Orientation | Overview of pond / View looking northwest                 |                                 |
|                                                                                    | Remarks                | Principal concrete chute spillway at back corner of pond. |                                 |

|                                                                                      |                        |                                                                       |                                 |
|--------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------|---------------------------------|
|  |                        |                                                                       | Date: 2/17/2026                 |
|                                                                                      |                        |                                                                       | Photographer: Michael Romanello |
| 2                                                                                    | Location / Orientation | Spillway Inlet / View from left abutment looking east                 |                                 |
|                                                                                      | Remarks                | Approximate upstream concrete limits marked by change in water color. |                                 |





|                                                                                    |                        |                                                  |
|------------------------------------------------------------------------------------|------------------------|--------------------------------------------------|
|  |                        | Date: 2/17/2026                                  |
| Photographer: Michael Romanello                                                    |                        |                                                  |
| 3                                                                                  | Location / Orientation | Spillway channel / view looking upstream         |
|                                                                                    | Remarks                | Broken and displaced concrete spillway sections. |

|                                                                                      |                        |                                          |
|--------------------------------------------------------------------------------------|------------------------|------------------------------------------|
|  |                        | Date: 2/17/2026                          |
| Photographer: Michael Romanello                                                      |                        |                                          |
| 4                                                                                    | Location / Orientation | Spillway channel / view looking upstream |
|                                                                                      | Remarks                | View from further downstream of Photo 3. |





|                                                                                   |                        |                                                 |                                 |
|-----------------------------------------------------------------------------------|------------------------|-------------------------------------------------|---------------------------------|
|  |                        |                                                 | Date: 2/17/2026                 |
|                                                                                   |                        |                                                 | Photographer: Michael Romanello |
| 5                                                                                 | Location / Orientation | Lake Drain Outlet Pipe at downstream toe of dam |                                 |
|                                                                                   | Remarks                | Leak with sediment and iron ochre accumulation  |                                 |

|                                                                                      |                        |                                                                                               |                                 |
|--------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------|---------------------------------|
|  |                        |                                                                                               | Date: 2/17/2026                 |
|                                                                                      |                        |                                                                                               | Photographer: Michael Romanello |
| 6                                                                                    | Location / Orientation | Dam crest / View looking west                                                                 |                                 |
|                                                                                      | Remarks                | Many large trees present on downstream side of dam. Shrubs present along upstream shoreline . |                                 |





## TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

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**SUBMITTER:** Richard Hicks, Interim Town Manager      **MEETING DATE:** May 11, 2026

**AGENDA SECTION:** New Business      **DEPARTMENT:** Finance

**TITLE OF ITEM:** 2026 Audit Contract and Audit Engagement Letter

**SUGGESTED MOTION(S):**

Approve the Fiscal Year 2026 Contract to Audit Accounts and Audit Engagement Letter from Gould Killian, CPA Group, P.A., as recommended.

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**SUMMARY:**

This item requests board approval and authorization of Town Manager & Mayor to execute the audit contract of accounts and engagement letter for the fiscal year ending June 30, 2026. At the end of each fiscal year, the Town is required by General Statute 159-34 to have a third-party independent audit performed.

Attached is the standard Contract to Audit Accounts (LGC-205 Form A) and the Town of Black Mountain Fiscal Year 2026 Audit Engagement Letter, as provided by Gould Killian, CPA Group, P.A. The audit contract fee not to exceed amount is \$57,900, which includes:

|                                                            |                                                 |
|------------------------------------------------------------|-------------------------------------------------|
| <b>Primary Government Unit</b>                             | Town of Black Mountain                          |
| Audit Fee (financial and compliance if applicable)         | \$ 41,400                                       |
| Fee per Major Program (if not included above)              | \$ 4,500 (NTE amount includes 2 major programs) |
| <b>Additional Fees Not Included Above (if applicable):</b> |                                                 |
| Financial Statement Preparation (incl. notes and RSI)      | \$ 7,500                                        |
| All Other Non-Attest Services                              | \$                                              |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>                          | <b>\$ 57,900</b>                                |
| <b>Discretely Presented Component Unit</b>                 |                                                 |
| Audit Fee (financial and compliance if applicable)         | \$                                              |
| Fee per Major Program (if not included above)              | \$                                              |
| <b>Additional Fees Not Included Above (if applicable):</b> |                                                 |
| Financial Statement Preparation (incl. notes and RSI)      | \$                                              |
| All Other Non-Attest Services                              | \$                                              |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>                          | <b>\$</b>                                       |

The Local Government Commission (LGC) must approve the contract prior to the audit work beginning.

**BUDGET IMPACT:**

**Is this expenditure approved in the current fiscal year budget?** No, this will be built into the FY26-27 budget.

**If no, describe how it will be funded.** FY26-27 Budget

**ATTACHMENTS:**

1. Town of Black Mountain Audit Contract FY2026
2. Town of Black Mountain Eng Letter FY2026

|     |                                                            |
|-----|------------------------------------------------------------|
| The | Governing Board<br>Town Council                            |
| of  | Primary Government Unit<br>Town of Black Mountain          |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |                                                      |
|-----|------------------------------------------------------|
| and | Auditor Name<br>Gould Killian CPA Group, P.A.        |
|     | Auditor Address<br>100 Coxe Ave, Asheville, NC 28801 |

*Hereinafter referred to as Auditor*

|     |                                |                                                 |
|-----|--------------------------------|-------------------------------------------------|
| for | Fiscal Year Ending<br>06/30/26 | Date Audit Will Be Submitted to LGC<br>12/31/26 |
|-----|--------------------------------|-------------------------------------------------|

*Must be within six months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.



23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

**For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:**

## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Bronwyn Burleson

Contract Accountant

bburleson@burlesonearley.com

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

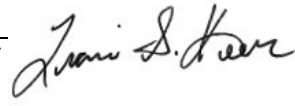
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

|                                                            |                                                 |
|------------------------------------------------------------|-------------------------------------------------|
| <b>Primary Government Unit</b>                             | Town of Black Mountain                          |
| Audit Fee (financial and compliance if applicable)         | \$ 41,400                                       |
| Fee per Major Program (if not included above)              | \$ 4,500 (NTE amount includes 2 major programs) |
| <b>Additional Fees Not Included Above (if applicable):</b> |                                                 |
| Financial Statement Preparation (incl. notes and RSI)      | \$ 7,500                                        |
| All Other Non-Attest Services                              | \$                                              |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>                          | <b>\$ 57,900</b>                                |

|                                                            |           |
|------------------------------------------------------------|-----------|
| <b>Discretely Presented Component Unit</b>                 |           |
| Audit Fee (financial and compliance if applicable)         | \$        |
| Fee per Major Program (if not included above)              | \$        |
| <b>Additional Fees Not Included Above (if applicable):</b> |           |
| Financial Statement Preparation (incl. notes and RSI)      | \$        |
| All Other Non-Attest Services                              | \$        |
| <b>TOTAL AMOUNT NOT TO EXCEED</b>                          | <b>\$</b> |

## SIGNATURE PAGE

## AUDIT FIRM

|                                                                        |                                                                                               |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Audit Firm*<br>Gould Killian CPA Group, P.A.                           |                                                                                               |
| Authorized Firm Representative (typed or printed)*<br>Travis S. Keever | Signature*  |
| Date*<br>04/12/26                                                      | Email Address*<br>tkeever@gk-cpa.com                                                          |

## GOVERNMENTAL UNIT

|                                                                               |                |
|-------------------------------------------------------------------------------|----------------|
| Governmental Unit*<br>Town of Black Mountain                                  |                |
| Date Governing Board Approved Audit Contract*<br>(Enter date in box to right) |                |
| Mayor/Chairperson (typed or printed)*                                         | Signature*     |
| Date                                                                          | Email Address* |

|                                                      |               |
|------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| Date                                                 | Email Address |

## GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.*

|                                                               |                |
|---------------------------------------------------------------|----------------|
| Sum Obligated by This Transaction:                            | \$ 57,900      |
| Primary Governmental Unit Finance Officer* (typed or printed) | Signature*     |
| Date of Preaudit Certificate*                                 | Email Address* |

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

|                                                                                    |                |
|------------------------------------------------------------------------------------|----------------|
| DPCU*                                                                              |                |
| Date DPCU Governing Board Approved Audit Contract*<br>(Enter date in box to right) |                |
| DPCU Chairperson (typed or printed)*                                               | Signature*     |
| Date*                                                                              | Email Address* |

|                                                      |               |
|------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| Date                                                 | Email Address |

**DPCU – PREAUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

*This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.*

|                                          |                |
|------------------------------------------|----------------|
| Sum Obligated by this Transaction:       | \$             |
| DPCU Finance Officer (typed or printed)* | Signature*     |
| Date of Preaudit Certificate*            | Email Address* |

Remember to print this form, and obtain all  
required signatures prior to submission.

PRINT



April 12, 2026

To the Honorable Mayor  
Members of Town Council  
Town of Black Mountain  
160 Midland Avenue  
Black Mountain, NC 28711

### **Agreement to Provide Services**

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

### **Objectives and Scope of the Audit**

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Black Mountain as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Black Mountain’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Black Mountain’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Budgetary Comparison Schedule – annually budgeted major funds

3. Required schedules for Law Enforcement Officers' Special Separation Allowance
4. Required schedules for the Local Government Employees' Retirement System
5. Required schedules for the Retiree Health Benefit Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Black Mountain's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, and other schedules
2. Schedule of expenditures of federal and state awards (when applicable)

The introductory and statistical sections will not be subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we will not express an opinion or provide any assurance on them.

### **Audit Objectives**

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- (Only if a single audit is determined to be required) – internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.



**Auditor's Responsibilities for the Audit of Financial Statements and Single Audit (if applicable)**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Black Mountain's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Black Mountain's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on the Town of Black Mountain's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Management Responsibilities for the Financial Statements and Single Audit (if applicable)**

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that Town programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19

related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Reproduction of Audit Report**

If the Town plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

### **Posting of Audit Report and Financial Statements on Your Website**

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

### **Review of Documents In Connection With Offering of Sale of Debt**

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

### **Availability of Records and Personnel**

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

### **Assistance by Your Personnel**

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Town employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Town's premises. This assistance will serve to facilitate the progress of our work.

## **Peer Review Reports**

*Government Auditing Standards* requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

## **Other Services**

We are always available to meet with you and members of Town Council at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Town. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of Town of Black Mountain in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

## **Independence**

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Town in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its functions and fulfilling its responsibilities.

The Town agrees to perform the following functions in connection with our performance of the financial statement services:

- a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
- b. Assign Bronwyn Burleson to oversee the financial statement services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Town must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

### **Engagement Administration, Fees, and Other**

We will provide copies of our reports to the members of Town Council of the Town of Black Mountain; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Town hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the Town's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2026 and to issue our reports no later than December 31, 2026. Travis S. Keever is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fixed charges to the Town for the services described above of \$48,900 are expected to be \$41,400 for the financial statement audit and \$7,500 for financial statement preparation. An additional variable fee of \$4,500 per major program will be charged should a federal and/or state single audit be necessary.



The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 300 hours in total. If significant additional time is necessary (over 325 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

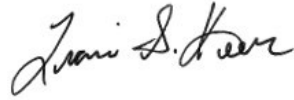
## **Reporting**

We will issue written reports upon our completion of the audit. Our reports will be address to the members of the Town Council for the Town of Black Mountain, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Travis S. Kever  
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Town of Black Mountain.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_