



BLACK MOUNTAIN TOWN COUNCIL MINUTES

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

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

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

1. CALL TO ORDER

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

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

2. DISCUSSION OF BUDGET AMENDMENT FOR LAKEVIEW CENTER

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

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

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

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

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

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

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

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

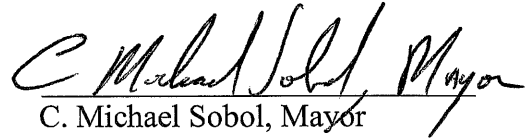
4. AUTHORIZE THE MAYOR TO SIGN APPROVED PROPOSALS WITH PIEDMONT TRIAD REGIONAL COUNCIL FOR TOWN MANAGER & FINANCE DIRECTOR RECRUITMENT

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

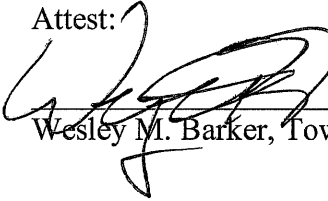
The purpose of this agenda item is to formally authorize the Mayor to sign the approved proposals from Piedmont Triad Regional Council (PTRC) for the Town Manager and Finance Director searches, as approved at the January 8th and 12th, 2026 Council meetings, respectively. Once the proposals are signed,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

5. ADJOURNMENT

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


C. Michael Sobol, Mayor

Attest:


Wesley M. Barker, Town Clerk

MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

Based on AIA B121–2018 Standard Form

Between Town of Black Mountain, North Carolina and Domokur & Associates, Inc.

This Master Agreement ("Agreement") is entered into as of January 14, 2026 between:

Owner:

Town of Black Mountain, North Carolina
160 Midland Ave.
Black Mountain, NC 28711

Architect:

Domokur & Associates, PLLC
43 S Broad St.
Suite 201
Brevard, NC 28712

ARTICLE 1 – GENERAL PROVISIONS

1.1 This Agreement sets forth the terms and conditions under which the Architect will provide professional services for the Owner.

1.2 The specific scope of services and compensation for each project shall be defined in a **Service Order** (based on AIA B221–2018 or an equivalent Task Order) executed under this Agreement.

ARTICLE 2 – INITIAL INFORMATION

The following initial information applies generally to services performed under this Agreement:

- **Owner's Representative:**
- **Architect's Representative:** Michael Domokur
- **Anticipated Services:** Architectural, planning, and related professional services.
- **Use of Service Orders:** Each project shall be defined in a Service Order describing the scope, schedule, and compensation.

ARTICLE 3 – ARCHITECT'S RESPONSIBILITIES

3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing under similar circumstances in North Carolina.

3.2 The Architect shall coordinate its services with those of the Owner and other consultants engaged by the Owner.

3.3 The Architect shall maintain proper licensure in the State of North Carolina.

ARTICLE 4 – OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide information regarding program requirements, budget, and project goals in a timely manner.

4.2 The Owner shall designate a representative authorized to act on its behalf with respect to each Service Order.

DOMOKUR + ASSOCIATES

Architects | Designers | Planners

Akron, Ohio | Brevard, North Carolina | Champaign, Illinois

www.domokur.com

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ARTICLE 5 – COMPENSATION

5.1 The Owner shall compensate the Architect as provided in each Service Order. Compensation may be based on a stipulated sum, percentage of construction cost, hourly rates, or another agreed method.

5.2 Reimbursable expenses shall be defined in each Service Order.

5.3 Invoices shall be submitted monthly and paid in accordance with North Carolina General Statutes.

ARTICLE 6 – INSURANCE & INDEMNITY

6.1 The Architect shall maintain insurance as follows:

- Commercial General Liability: \$1,000,000 per occurrence
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: statutory limits
- Professional Liability (E&O): \$2,000,000 per claim
- Architect shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Architect.

6.2 The Architect shall indemnify and hold harmless the Owner for damages arising out of negligent performance of services, to the extent permitted by law.

ARTICLE 7 – COPYRIGHTS & DOCUMENTS

7.1 Instruments of Service prepared by the Architect are the property of the Architect; however, the Owner shall be granted a **non-exclusive license** to use them for the purposes of constructing, maintaining, and using the Project.

7.2 The Owner may not use the Architect's Instruments of Service on other projects without written consent.

ARTICLE 8 – DISPUTE RESOLUTION

8.1 The Parties shall endeavor to resolve disputes through direct discussion, then mediation, prior to litigation.

8.2 Mediation shall be conducted in Buncombe County, North Carolina.

8.3 Litigation, if necessary, shall be filed in the state courts of North Carolina.

ARTICLE 9 – TERMINATION

9.1 This Agreement may be terminated by either Party upon **not less than thirty (30) days' written notice** to the address set forth herein above for each Party.

9.2 The Owner may terminate immediately for cause, including loss of licensure or material breach.

9.3 Upon termination, the Architect shall be compensated for services performed to the effective termination date.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

- **Governing Law:** North Carolina
 - **Entire Agreement:** This Agreement and Service Orders constitute the entire agreement.
 - **Amendments:** Must be in writing, signed by both Parties.
 - **Notices:** Sent to the addresses listed above.
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SIGNATURES

TOWN OF BLACK MOUNTAIN, NC

By: C. Michael Sobel

Name: C. Michael Sobel

Title: Mayor

Date: 1-21-2026

DOMOKUR & ASSOCIATES, PLLC

By: Lindsey DeCastro

Name: Lindsey DeCastro

Title: Managing Member

Date: 1/20/2025