



BLACK MOUNTAIN TOWN COUNCIL MINUTES

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

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Black History Month Resolution. Mayor Sobol read a resolution honoring Black History Month and Recognizing the 100th Anniversary of its Observance. There was a unanimous vote in favor to approve the resolution.

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

Resolution No. R-26-11

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

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

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

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

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

ADOPTED this 9th day of February, 2026

3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. **Active Mobility Commission Annual Report.** Julie White, Active Mobility Commission (AMC) Chair, provided the Commission's yearly report to the Council which included short-, mid-, and long-term goals of the AMC.

3.B. **Police Department Annual Report.** Police Chief Parker gave the Police Department's annual report to the Council. Items mentioned in the report included the following:

- Public Safety building needed repairs and building issues.
- Showed graphics comparing Black Mountain Police Dept. to surrounding municipalities with staffing, budget comparison amounts, cost per citizen yearly for public safety, agencies entry pay and supervisor pay scales comparisons.
- Review of BMPD's operating budget and what percentage goes to each line item.
- Discussed risk review and accreditation of the agency- 1 of 5 in NC that are currently accredited.
- Discussion of BMPD mobile app and flock cameras.
- Review of crime statistics, arrests, charges, number of calls, training hours of officers, police vehicle resales.
- BMPD community service programs.
- www.police1.com/community-policing International magazine featured an article on the book "Where did Henry Go?", created by two BMPD officers.

3.C. **Presentation by Black Mountain Community Emergency Response Team (CERT).** David Bilstrom gave a presentation on the Community Emergency Response Team (CERT) which assists Black Mountain's public safety agencies. *A copy of the presentation is included as Appendix A at the end of these minutes.*

4. CITIZEN COMMENTS

- Mark Henegan, Bush Farmhouse owner, spoke on a hopeful agreement with the Railroad right-of-way and parking.
- Jim Wright, Owners of Pyro Wright Fireworks, based in Black Mountain. Spoke about fireworks with the Town and would like opportunity to be hired for the 4th of July fireworks display for the Town.
- David Boughner, Town resident, offered comments on Town safety with pedestrians and motorists.
- Edwin Aaronson, 167 Vance Ave., spoke about the intersection at Black Mtn. Ave and Sutton Ave., and mitigation of the railroad train horn, with the intersection configurations.
- Cheryl Hyde, spoke about community conversations event on February 17th and encouraged Pyro Wright Fireworks, and the utilization of local businesses for services.

5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Mayor Sobol read remarks he gave from the recent Martin Luther King, Jr. community prayer breakfast.

6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER – none.

7. CONSENT AGENDA

Interim Manager Hicks recommended edits to the consent agenda which included: 1) removing the call for the special meeting on March 5, 2026 at 5:00 p.m. to hear an appeal from an order to take corrective action for 850 Blue Ridge Rd, and 2) adding a resolution to apply for SRF funding with NC Division of Water Infrastructure for water system improvements. *Council Member Alice Berry made a motion to amend the consent agenda as recommended. A vote of 5-0 in favor.*

7.A. Adoption of Meeting Minutes- April 23, December 15, 23, 31, 2025 and January 5, 8, 12, 21 & 23, 2026.

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

7.B. Monthly Tax Collector Report.

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

7.C. Call for Public Hearing for Voluntary Annexation of Property Owned by Givens Highland Farms, known as Buncombe County PIN #0609-46-7498.00000 to be held on Monday, March 9, 2026, at 6:00 p.m. or as soon thereafter as possible, in the Council Room of Town Hall, 160 Midland Avenue.

Vice Mayor Archie Pertiller made a motion to approve the call for public hearing as presented. A vote of 5-0 in favor.

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

Vice Mayor Archie Pertiller made a motion to approve the call for public hearing as presented. A vote of 5-0 in favor.

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

**Item was removed from the consent agenda.*

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

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

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

RESOLUTION NO. # R-26-12

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

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

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

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

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

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

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

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

ADOPTED by the Town Council of the Town of Black Mountain, North Carolina, this 9th day of February, 2026.

8. PUBLIC HEARING – NONE.

9. CITIZEN COMMENTS

Marilyn Sobanski spoke on the hours of Lake Tomahawk and Town Square Parks hours of operation asking the hours to be 5am-11pm, not proposed 5am-10pm.

10. UNFINISHED BUSINESS

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

Kathy Phillips, with BMBC, spoke to the Council. The Black Mountain Beautification Committee (BMBC) has revised its Memorandum of Understanding (MOU) with the Town of Black Mountain regarding collaboration on the Downtown Tree Revitalization Plan. The updated MOU outlines shared responsibilities between the Town and BMBC for tree care, revitalization, planting, maintenance, and ongoing coordination. This item was first brought before the Council at the December 8, 2025

meeting, which was tabled as Council requested a representative from BMBC attend a Council meeting for further discussion. The MOU formalizes the following primary responsibilities:

Town of Black Mountain

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

Black Mountain Beautification Committee

1. Fund initial 2025 pruning, fertilization, air spading, and planting of approximately 15 new trees.
2. Use a donation from Circle K to purchase replacement trees and coordinate with a local arborist on appropriate species.
3. Organize volunteers for weeding and assist with monitoring tree conditions.
4. Report maintenance needs, arborist recommendations, and cost estimates to the Town.
5. Hire arborist Andrew Wagner for the initial revitalization work.
6. Upon completion of the initial 2025 project, ongoing maintenance and replacement responsibilities will rest solely with the Town of Black Mountain.

Town Council Member Doug Hay made a motion to approve the Revised MOU between Town and Black Mountain Beautification Committee as presented. A vote of 5-0 in favor. A copy of the MOU is attached at the end of these minutes as Appendix B.

10.B. Consideration of Town Code of Ordinances Amendment for Lake Tomahawk & Town Square Parks Operational Hours (Chapter 33, Article I, Sec. 33-3).

At the January 12, 2026 Town Council meeting, discussion ensued about operational hours of Lake Tomahawk & Town Square parks. Council suggested amending the operational hours of these two parks to 5:00 a.m. to 10:00 p.m., daily, and asked this item to be brought back for formal approval, as it required a Town Code of Ordinances amendment. This text can be found in the Town Code of Ordinances as Chapter 33- Parks and Recreation, Article I- In General, Sec. 33-3: Closing Time Curfew for Public Parks and Recreational Areas. Discussion among Council ensued about hours of operation, and considering the closing time of 11:00 p.m., instead of 10:00 p.m. If issues persist with the closing time of 11:00 p.m., Council will consider another amendment.

Council Member Hay made a motion to approve the following Town Ordinance amendment with closing hours of Lake Tomahawk & Town Square Parks being 11:00 p.m. A vote of 5-0 in favor.

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

ORDINANCE #: O-26-02

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

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

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

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

CHAPTER 33 – PARKS & RECREATION

ARTICLE I – IN GENERAL

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

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

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

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

(5) Lake Tomahawk Park and Town Square Park shall be closed to the general public between the hours of 11:00 p.m. and 5:00 a.m. and it shall be unlawful for any person to remain in or to enter these parks during such hours.

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

READ, APPROVED AND ADOPTED, by a vote of 5-0 on this the 9th day of February 2026.

11. NEW BUSINESS

11.A. Proposal for Financial Consultant Assistance with NC League of Municipalities “The League” (Amendment to Disaster Recovery Services MOA).

Interim Manager Hicks stated The League has agreed to provide contracted consultants to assist the town staff in learning and maintaining best practices in local government finance processes. The consultants will be on site as needed, at least until a full-time Finance Director can be hired. As a part of their services, they will be assisting Town staff in developing a detailed analysis of our grant funding and FEMA projects. Mr. Hicks stated The League will provide up to \$30,000 in services without charge to the Town. The initial Memorandum of Agreement (MOA) with NCLM for Disaster Recovery Services was approved by the Town Council at the October 13, 2025 meeting, Resolution # R-25-67. This agenda item authorizes Amendment #1 to the existing Disaster Recovery Services MOA.

Vice Mayor Archie Pertiller made a motion to approve this proposal for financial consultant assistance with the NCLM, the Amendment #1 to Disaster Recovery Services MOA, as presented. A vote of 5-0 in favor.

A copy of the MOA Amendment #1 is included at the end of these minutes as Appendix C.

11.B. Consideration of Golf Course Equipment Lease Proposal.

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

Interim Manager Hicks stated in reviewing the proposal from Wells Fargo, there are several items to be aware of. 1) The lease is for 60 months at a cost of \$5,592.80 per

month. The total cost over the 60-month period would be \$335,568.00. At the end of the lease, you can purchase the equipment at fair market value, or you can turn the equipment in. 2) By leasing the equipment, the equipment becomes taxable for County and Town property taxes. 3) Beard Equipment will pay the taxes and then bill the Town for the amount. 4) Over the term of the lease, this will result in a few thousand dollars of extra cost beyond the lease. 5) At the end of the lease, if you choose to turn the equipment in, you could be subject to additional fees for excessive miles/hours or excessive wear. That determination would be made by the vendor, like when you return a leased automobile to the dealer. 6) An advantage of the lease is that at the end of the lease, you can turn the equipment in and enter into a new lease with new equipment. 7) New equipment every 5 years would more than likely result in lower maintenance costs.

The equipment that would be leased is as follows:

Equipment Schedule A

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



Contract Number 603-0283362-003 dated as of December 12, 2025 (the "Agreement")

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number	Annual Operating Hours/Miles	Excess Usage Hourly/Mileage Charge
1	John Deere	ProGator 2020A	2025	New Gas Utility Vehicle	1TC202ATKSS180893		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HCSS060174		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HHSS060164		
1	John Deere	2550	2025	New Riding Greensmower	1TC2550HCSS060166		
1	John Deere	HD200	2025	New Sprayer	1TC200GXHSS160179		
1	John Deere	1220	2025	New Bunker Rake	1TC1220HCSS020244	1	
1	John Deere	TX Turf	2025	New Gas Utility Vehicle	1M0TURFJATM210009		
1	John Deere	TX Turf	2025	New Gas Utility Vehicle	1M0TURFJETM210015		

After some discussion, Vice Mayor Archie Pertiller made a motion to authorize the Interim Town Manager to enter into the agreement for leasing equipment for the golf course as presented. A vote of 5-0 in favor.

11.C. Approval of Conceptual Feasibility Study – Golf Course Maintenance Building. *Item was tabled until a later date.*

11.D. Consideration of Fireworks Proposals.

Interim Manager Hicks stated the Town has been contacted by 2 companies regarding the July 4, 2026 fireworks display. To be on the schedule for the 4th, the Council will need to determine if they are willing to obligate funds for the July 4, 2026 show. The current vendor that the Town has previously used is Pyro Shows from Lafollette, Tennessee. Their quoted price is \$20,475.00. The Town has received a second proposal from Pyro Wright Fireworks. This firm is currently located in Black Mountain and has expressed a desire to provide the service to the Town. Their quoted price is \$18,500. For \$20,000, Pyro Wright would also be a sponsor for the Black

Mountain Christmas Parade.

Mr. Hicks stated that some towns are also adding an additional component for the 250th anniversary of our country, which will be July 4, 2026. The additional price from Pyro Wright to add a heavy minute in the beginning, and the finale with an additional 20 seconds of red, white and blue would be an additional \$3,000.00. The additional cost from Pyro Shows would range from \$3,000.00 to \$6,000.00.

These funds would need to be allocated in the FY 26/27 budget. Costs have increased due to tariffs and the cost of materials themselves. Council discussion ensued on fireworks based on the following: funding, other expenditures, people who are traumatized by the fireworks' noise, disturbance of wildlife, the value of it being a community event, how it benefits businesses and brings people into town, and in favor of using Black Mountain business for this event.

Town Council Member Doug Hay made a motion to approve the agreement for July 4, 2026 fireworks with Pyro Wright Company as proposed. A vote of 3-2 in favor. Council Member Alice Berry and Pam King opposed.

11.E. Request to Use System Development Fees (SDF) to Relocate Water Line.

This request seeks authorization to use System Development Fee (SDF) funds to relocate an existing water line that does not meet current code requirements due to its proximity to a sewer line. The current configuration presents a compliance issue and potential public health risk. Relocating the water line will bring the infrastructure into compliance with applicable codes, reduce risk of contamination, and protect the long-term integrity of the water system. Use of SDF funds is appropriate, as the project supports system improvements necessary to maintain safe and reliable utility services. The estimated cost of the relocation is \$55,000.00. Sufficient SDF funds are currently available to cover the cost. Public Works Director Jamey Matthews stated that approximately 552 feet of water line would need to be replaced.

Vice Mayor Archie Pertiller made a motion to approve using System Development Fees (SDF) to relocate the water line as presented and recommended. A vote of 5-0 in favor.

A RESOLUTION AUTHORIZING THE USE OF WATER SYSTEM DEVELOPMENT FEE FUNDS FOR WATER LINE RELOCATION

RESOLUTION NO. R-26-13

WHEREAS, an existing water line does not meet current code requirements due to its proximity to a sewer line, creating a compliance issue and a potential public health risk; and

WHEREAS, relocating the water line will bring the infrastructure into compliance with applicable codes, reduce the risk of contamination, and protect the long-term integrity and safety of the water system; and

WHEREAS, the proposed project constitutes a system improvement necessary to maintain safe, reliable, and compliant utility services; and

WHEREAS, System Development Fee (SDF) funds are intended to support water system capacity, infrastructure improvements, and projects necessary to accommodate development and maintain system reliability; and

WHEREAS, the proposed relocation of the existing water line is estimated to cost **\$55,000.00**, and sufficient Water System Development Fee funds are currently available to fully fund the project; and

WHEREAS, use of SDF funds for this project is consistent with the intended purpose of the fees and supports continued compliance with water system standards;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina, that the use of Water System Development Fee funds in the amount of **\$55,000.00** is hereby approved for the relocation of the existing water line; and

BE IT FURTHER RESOLVED that the Town Manager, or their designee, is authorized to take all actions necessary to implement this project consistent with this resolution; and

BE IT FURTHER RESOLVED that this resolution shall become effective upon adoption.

Adopted this 9th day of February, 2026.

11.F. Consideration of Ordinance Regulating Representation of Third-Party Fire Inspection Reporting Fees.

Fire Chief John Coffey and Fire Marshal Doug Morrow spoke to the Council on this item. The Town of Black Mountain requires inspection, testing, and maintenance (ITM) reports for fire protection and life safety systems. These reports are required by the North Carolina Fire Code and are essential for ensuring buildings in our community remain safe and compliant. The electronic reporting platform charges a standard fixed fee per report submission. This fee is set by the platform and is the same for all contractors. It is intended only to support the reporting system used by the Town.

The Fire Marshal's Office has identified instances where contractors invoiced property owners for a "Compliance Engine" or "reporting system" fee that was higher than the actual platform fee, without itemizing or disclosing any additional administrative charge. This practice creates confusion for business owners and gives the appearance that the Town, or reporting platform, is charging more than is required.

This proposed ordinance does not regulate the overall pricing of contractor services. Contractors remain free to determine their own fees for inspections, labor, travel, and administrative work. Instead, the proposed ordinance ensures:

- Accurate representation of the actual third-party reporting fee.
- Clear itemization of any additional contractor administrative charges.
- Transparency for local businesses so they can distinguish between required reporting fees and contractor service fees.

The ordinance prevents a contractor from labeling a charge as a Town, or platform fee, if it is not. The ordinance regulates truthful labeling and documentation of required reporting fees, not private business pricing. The benefits of the adoption of this ordinance will:

- Protect Black Mountain businesses from misleading fee descriptions.
- Promote fairness and consistency among contractors.
- Strengthen transparency in Town-required compliance processes.
- Provide the Fire Marshal with a clear enforcement mechanism when fee misrepresentation occurs.

This ordinance will be made part of the Black Mountain Code of Ordinances within Chapter 21 - Fire Prevention, Article III- Third Party Fire Inspection Reporting.

Town Council Member Pam King made a motion to approve adopting the Ordinance regulating representation of third-party fire inspection reporting fees as presented. A vote of 5-0 in favor.

AN ORDINANCE TO AMEND TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES CHAPTER 21 - FIRE PREVENTION, ARTICLE II - FIRE CODE, SECS. 21-26 THROUGH 21-50, AND TO AMEND CHAPTER 21 - FIRE PREVENTION, TO ADD AN ARTICLE III - THIRD PARTY FIRE INSPECTION REPORTING, SECS. 51-59

ORDINANCE NO: O-26-01

NOW, THEREFORE, BE IT ORDAINED that Chapter 21 - Fire Prevention, Article II - Fire Code, be amended to add the following text (additions are underlined in bold):

- **Secs. 21-36 – 21.50. – Reserved.**

BE IT FURTHER ORDAINED that Chapter 21 - Fire Prevention, be amended to add a new section, Article III - Third Party Fire Inspection Reporting, beginning at Sec. 21-51, through Sec. 21-59, containing the following text (additions are underlined in bold):

Chapter 21 – Fire Prevention.

Article III – Third Party Fire Inspection Reporting.

Sec. 51. – Authority.

This ordinance is adopted pursuant to the Town’s authority under North Carolina General Statutes Chapter 160D, including the authority to administer and enforce the North Carolina

Fire Code and to establish administrative requirements for inspections, permits, and reporting related to fire protection and life safety systems.

Sec 52. – Purpose.

The purpose of this ordinance is to ensure accurate representation and transparency of fees associated with required electronic submission of fire protection system inspection, testing, and maintenance reports to the Town through a designated third-party reporting system.

This ordinance regulates how required reporting fees are described and documented and does not regulate the overall price a contractor may charge for services.

Sec. 53. – Applicability.

This ordinance applies to any contractor, service provider, or company that performs inspection, testing, maintenance, certification, or service on fire protection or life safety systems where reports are required by the Fire Code Official to be submitted through a Town-designated electronic reporting system.

Covered systems include, but are not limited to:

- (a) **Automatic fire sprinkler systems.**
- (b) **Fire alarm and detection systems.**
- (c) **Commercial kitchen hood and suppression systems.**
- (d) **Fire pumps and standpipes.**
- (e) **Portable fire extinguishers.**
- (f) **Special hazard suppression systems.**
- (g) **Any other system for which reporting is required under the North Carolina Fire Code.**

Sec. 54. – Definitions.

- (a) **Third-Party Reporting System.**
An electronic system designated by the Town for submission and tracking of required fire protection system reports.
- (b) **Pass-Through Reporting Fee.**
The exact fee charged by the third-party reporting system to submit a required report to the Town.
- (c) **Administrative or Service Fee.**
Any fee charged by a contractor in addition to the pass-through reporting fee for services such as preparation, handling, documentation, or processing.

Sec. 55 - Fee Representation Requirements.

(1) Pass-Through Fee Limitation.

A contractor shall not charge a property owner more than the actual pass-through reporting fee while representing the charge as:

(a) "Compliance Engine Fee"

(b) "Reporting System Fee"

(c) "Town Reporting Fee"

(d) or any similar description implying the charge is the Town's or reporting platform's required fee.

(2) Itemization of Additional Charges.

Any amount charged beyond the pass-through reporting fee shall be:

(a) Listed separately, and

(b) Clearly labeled as an Administrative Fee, Service Fee, or similar term that does not imply it is a Town or reporting platform fee.

(3) Prohibited Misrepresentation.

It shall be a violation of this ordinance to misrepresent an administrative or service fee as a required Town fee or third-party reporting system fee.

Sec. 56 - Documentation Requirement.

Upon request of the Fire Code Official, a contractor shall provide documentation sufficient to verify the actual pass-through reporting fee assessed by the third-party reporting system for a specific report submission.

Sec. 57. - Enforcement and Civil Penalties.

(a) Violation.

Failure to comply with the requirements of this ordinance shall constitute a violation of the Town's fire code administrative regulations adopted pursuant to N.C.G.S. Chapter 160D.

Each improperly represented invoice or report submission shall constitute a separate violation.

(b) Notice of Violation.

The Fire Code Official may issue a written Notice of Violation (NOV) to any contractor or service provider found to be in violation of this ordinance. The NOV shall describe the violation and provide a reasonable time for correction when appropriate.

(c) Civil Penalties.

In addition to any other remedies allowed by law, the following civil penalties may be assessed:

<u>Offense</u>	<u>Civil Penalty</u>
<u>First Violation</u>	<u>\$100</u>
<u>Second Violation</u>	<u>\$250</u>
<u>Third and Subsequent Violations</u>	<u>\$500 per violation</u>

Each improperly represented invoice shall be treated as a separate offense.

(d) Continuing Violations.

Each day a violation continues after written notice may be considered a separate violation.

(e) Additional Remedies.

The Town may pursue any other remedies authorized by law, including:

- (1) Withholding acceptance of required reports until compliance is achieved.**
- (2) Suspension of a contractor's privilege to submit reports through the Town's designated reporting system.**
- (3) Injunctive or equitable relief as permitted under North Carolina law.**

(f) Appeal.

Any person assessed a civil penalty under this section may appeal the citation in accordance with the Town's established administrative appeal procedures.

Sec. 58. – Severability.

If any section or portion of this ordinance is found invalid, the remainder shall remain in full force and effect.

Sec. 59. - Effective Date.

This ordinance shall take effect upon adoption.

READ, APPROVED AND ADOPTED, by a vote of 5 - 0 on this the 9th day of February 2026.

11.G. Discussion of Town Council Retreat. *This item was tabled.*

11.H. Discussion of Norfolk Southern Railroad Lease.

Interim Manager Hicks updated the Council on the proposed lease agreement and new rate from Norfolk Southern for the leased area for parking along Sutton Ave. Mr. Hicks stated the lease rate would be increasing to \$12,000 annually and will be adjusted annually based on CPI.

Town Council Member Doug Hay made a motion to approve Norfolk Southern Railroad Lease as presented. A vote of 5-0 in favor. A copy of the signed lease is included at the end of these minutes as Appendix D.

11.I. Discussion of Interim Town Manager to Hire Staff Vacancies.

Discussion ensued regarding the Interim Town Manager hiring of some current staff vacancies Council Member Hay asked Interim Manager Hicks to prioritize positions with staff and report back to Council with the priority list.

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


Town Council Member Doug Hay made a motion to enter closed session pursuant to N.C.G.S. § 143-318.11(a)(3) to consult with the Town Attorney. A vote of 5-0 in favor. The time was 8:58 p.m.

13. ADJOURNMENT

Council returned from Closed Session at 9:10 p.m. *Town Council Member Alice Berry made a motion to return to open session. A vote of 5-0 in favor.* With no additional items to be discussed, Mayor Sobol adjourned the meeting.


C. Michael Sobol, Mayor

Attest:


Wesley M. Barker, Town Clerk



THIS IS

Black Mountain CERT

Presentation to Town Council
February 9, 2026
Black Mountain, North Carolina

Community Emergency Response Team





OUR MISSION



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



OUR MISSION

We promote individual and neighborhood
preparedness

Assist first responders during emergencies and
planned events, and

Strengthen community resilience through year-round
service and collaboration.



Assist Fire & Police Departments

February 9, 2026 Minutes- Appendix A





Planned Events



Halloween 2025 (Lost Parents)





Planned Events

Christmas Parade Safety 2025



Individual & Neighborhood Preparedness



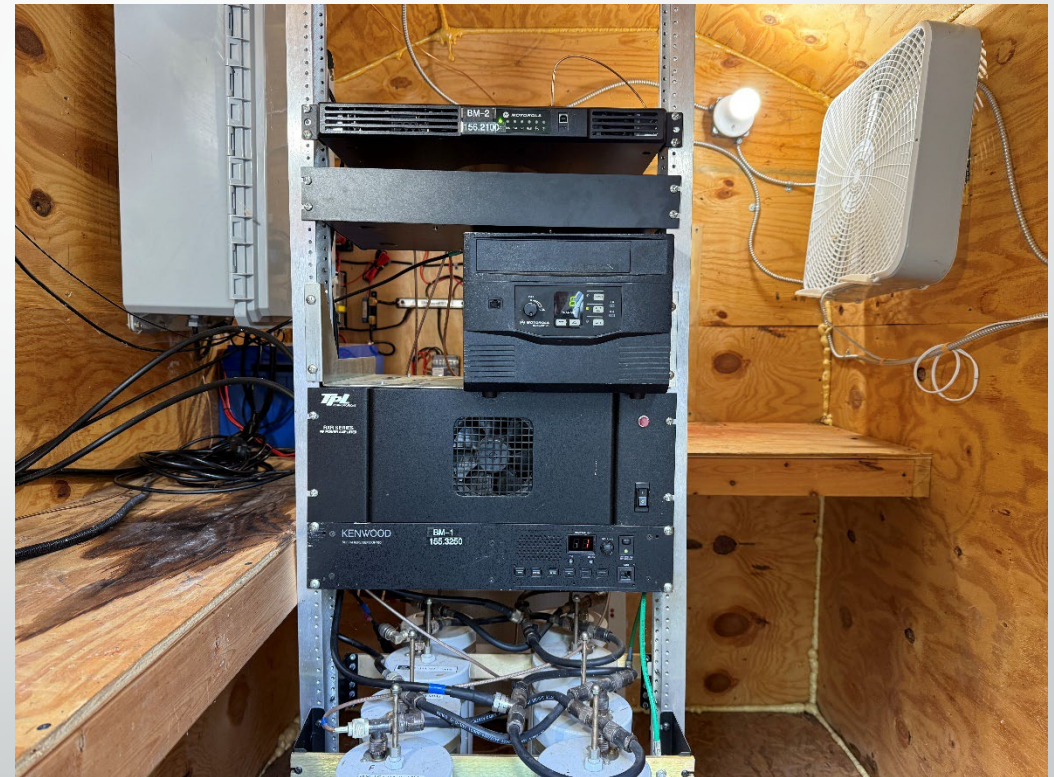
40+ Hours
Each in 2025

Year-Round Service & Collaboration

February 9, 2026 Minutes- Appendix A



Year-Round Service & Collaboration



Year-Round Service & Collaboration

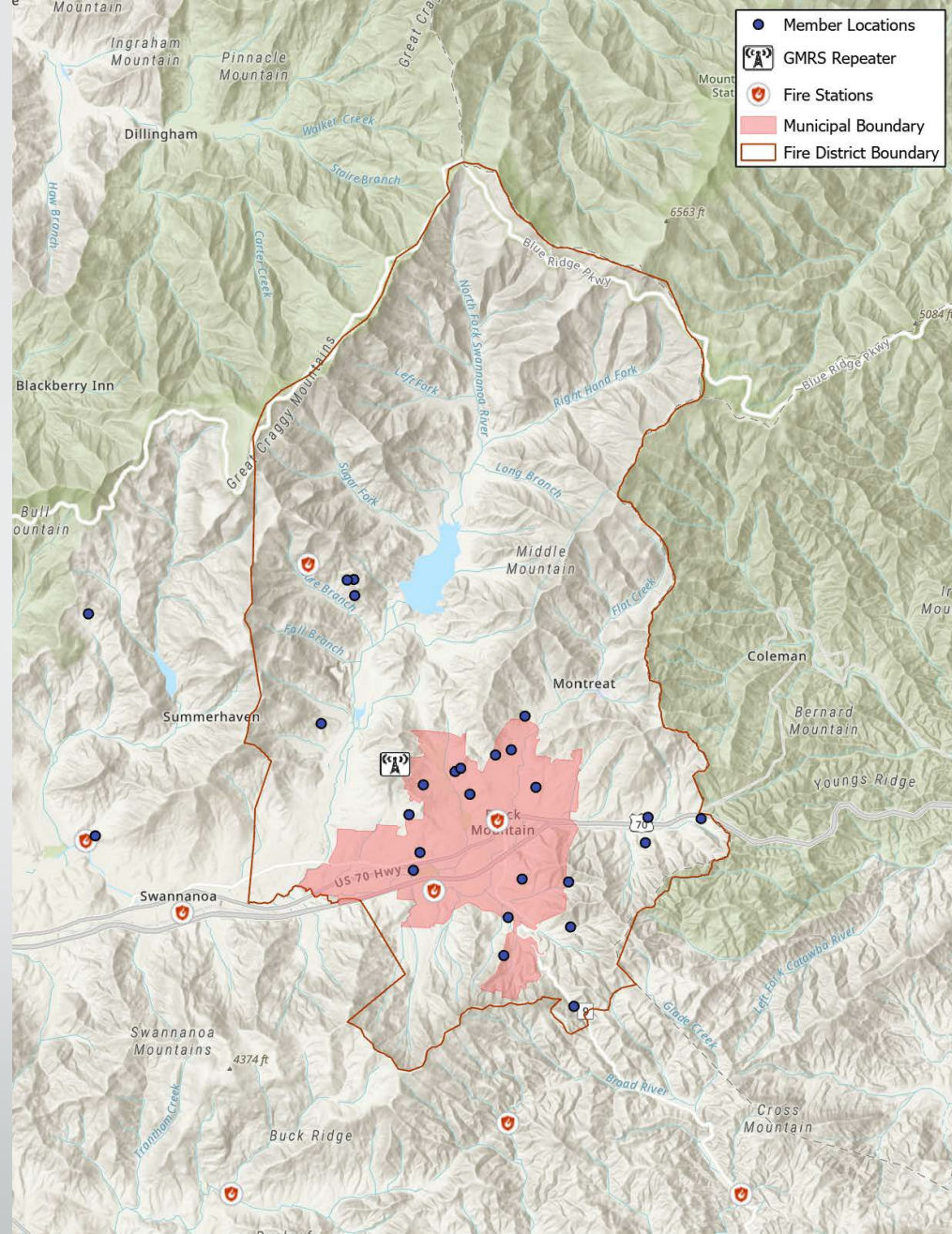
February 9, 2026 Minutes- Appendix A





**Does *not*
Require
Cellular or
Internet**

Or Duke Power



BMCERT Members

**Radio
Network
Of
Neighbors
(Police & Fire)**



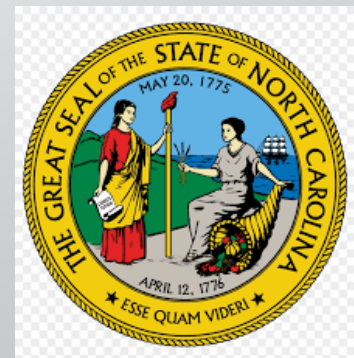
WHO ARE YOUR NEIGHBORS?

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

All worked in Helene to help others

HOW DID WE GET HERE?

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





HOW THIS WORKS

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

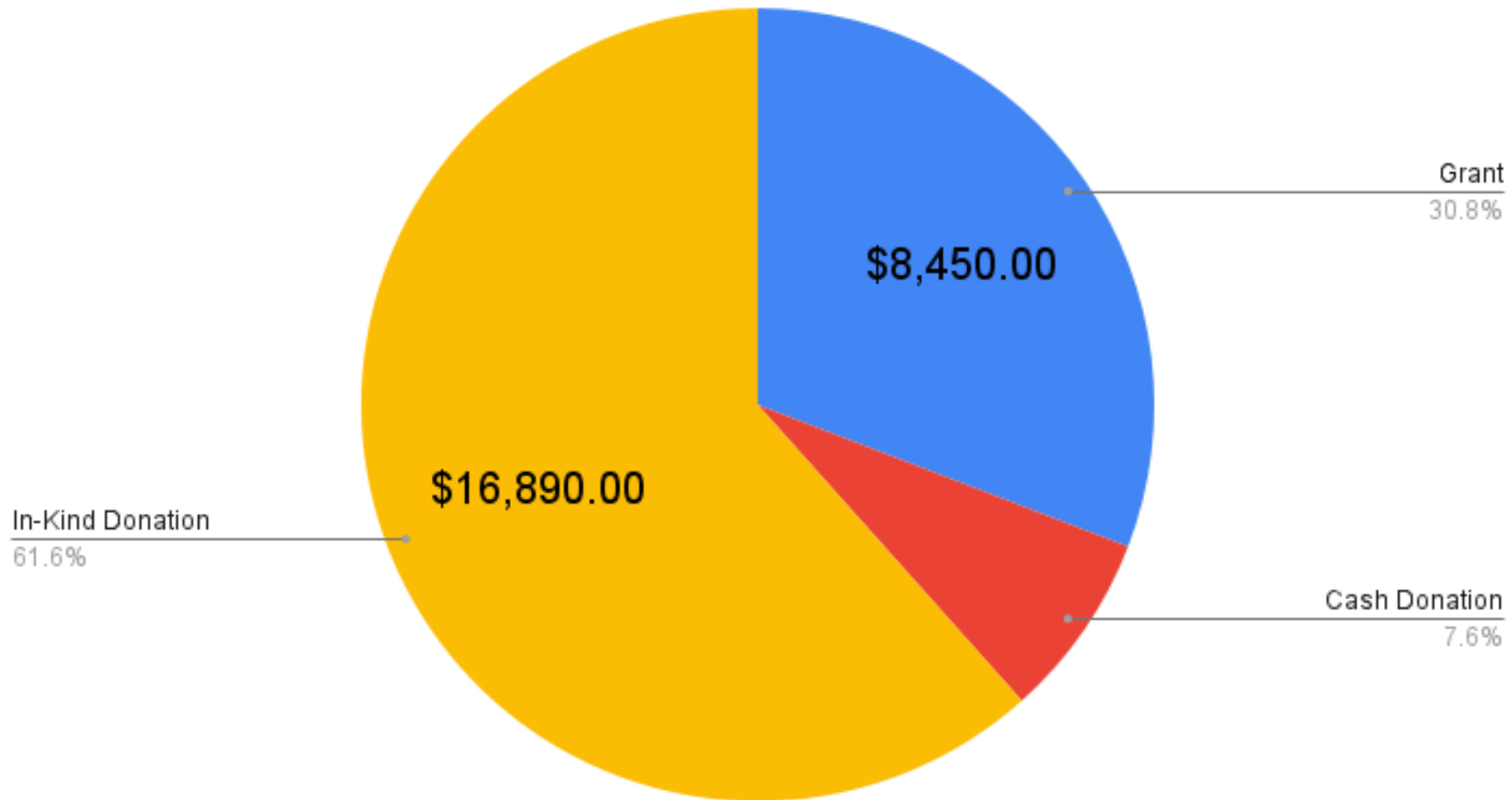




FUNDRAISING

Sources of 2025 Funding

\$27,420

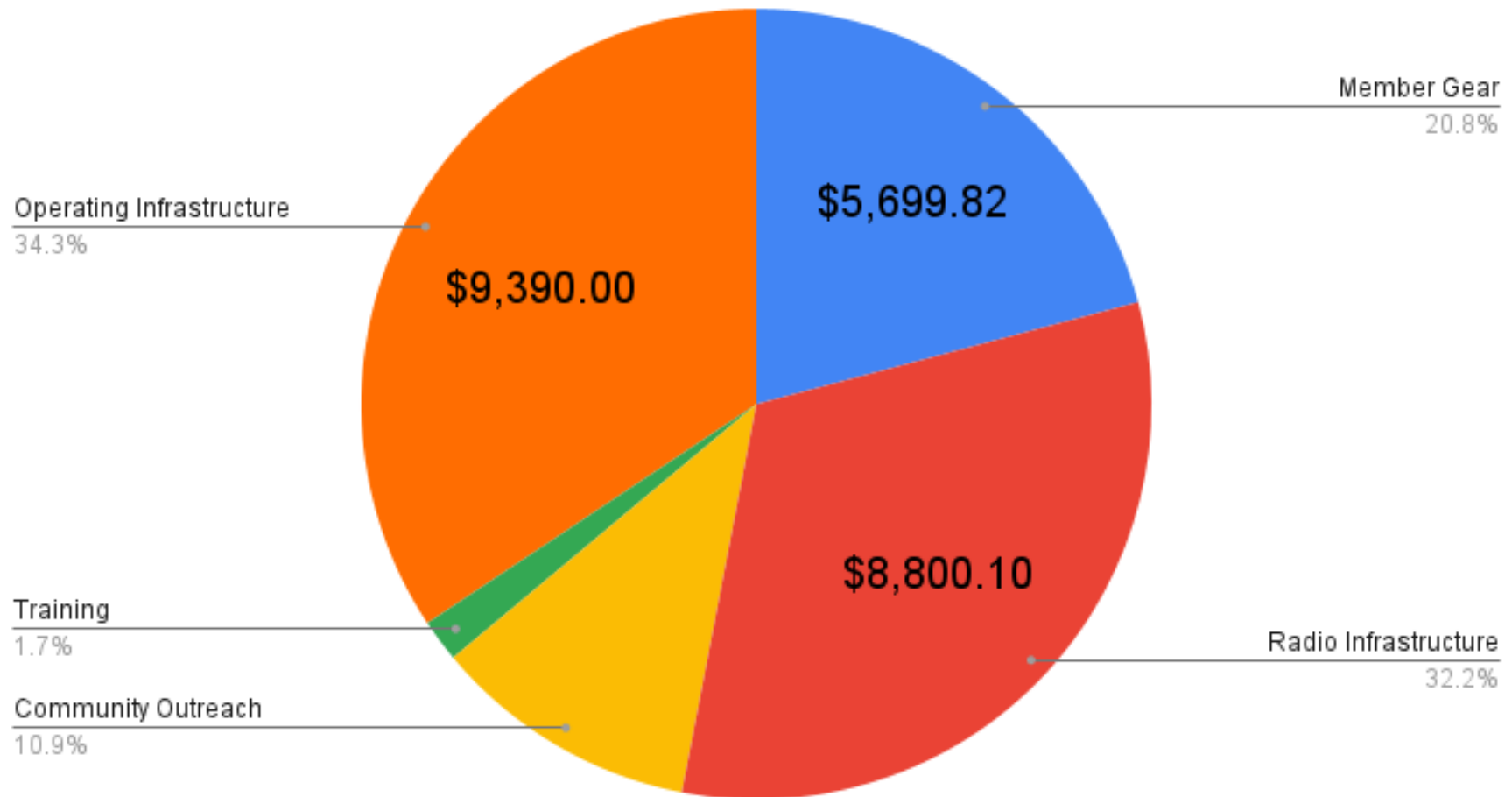




USE OF FUNDS

Use of Funds by Type in 2025

\$27,345





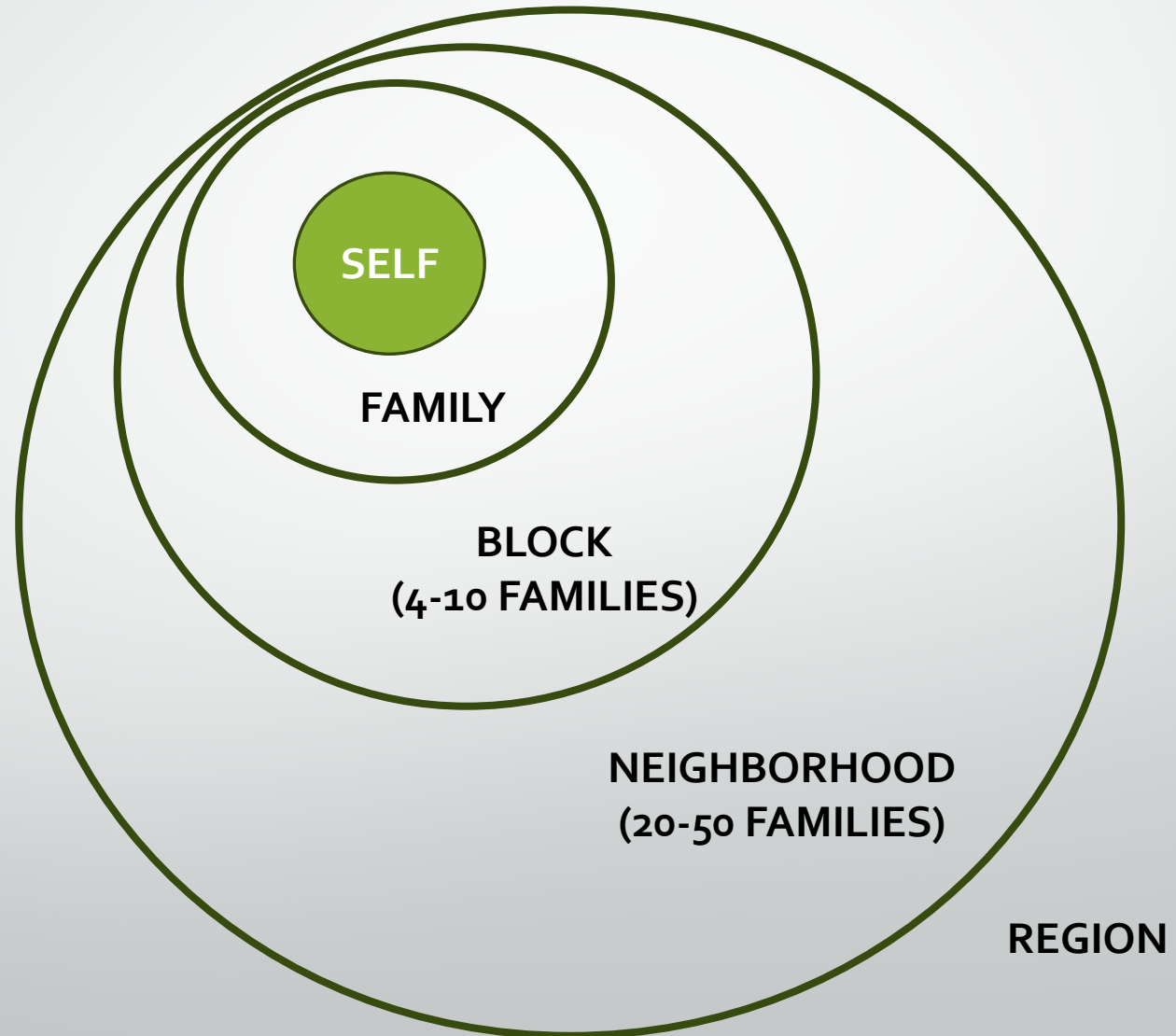
GOVERNANCE & CHAIN OF COMMAND

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



GEOGRAPHIC SCOPE

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





OPERATIONAL SCOPE

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

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

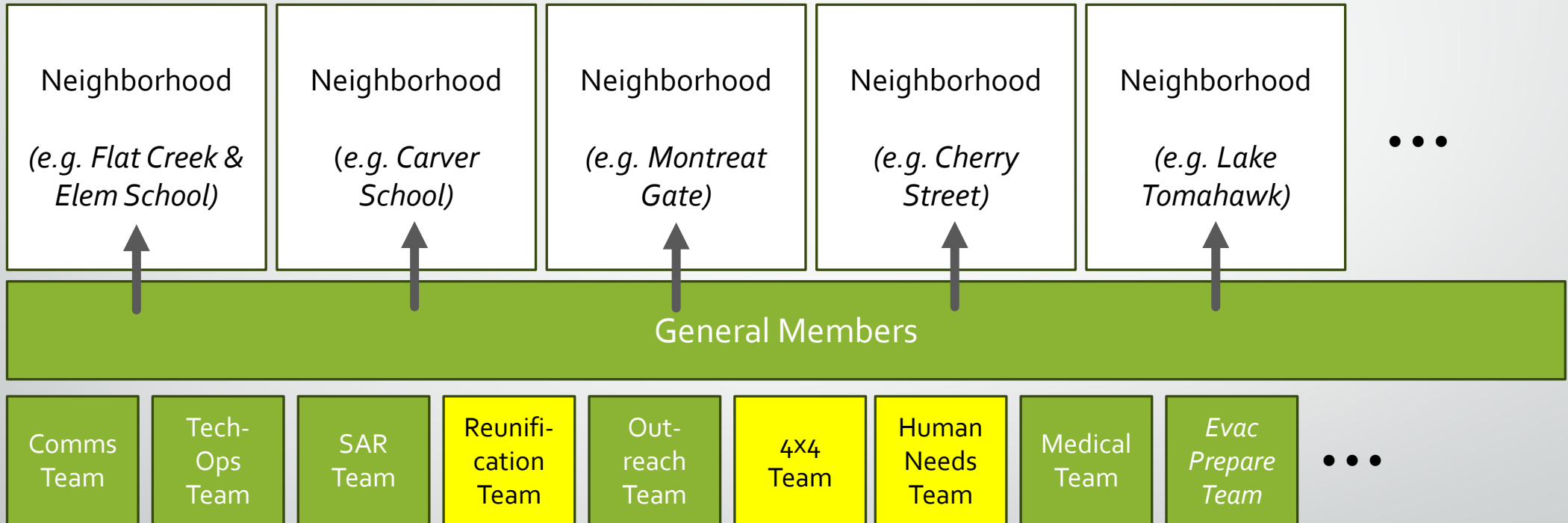


BEYOND SCOPE

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



FOCUSED ON NEIGHBORHOODS



Neighbors Helping Neighbors



LIABILITY OF VOLUNTEERS

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

Neighbors Helping Neighbors



FUTURE: PREPAREDNESS

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



FUTURE: RESILIENCE

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



Prepared for the Next One



FOR MORE

Sign up for news and tips



Subscribe

Apply to join the team!



Volunteer for CERT

Register for our next class
(August 2026)



CERT Class Signup

Contact me



David's VCard



MEMORANDUM OF UNDERSTANDING

BLACK MOUNTAIN BEAUTIFICATION COMMITTEE

TOWN OF BLACK MOUNTAIN

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

Project Description: Downtown Tree Revitalization Plan

The “Downtown Tree Revitalization Plan” is a survey of all trees in the downtown area by BMBC volunteers and local arborist, Andrew Wagner. It identifies all trees, notes the health of each and recommended pruning, fertilization and care recommended for each tree. The BMBC Tree Committee’s mission is to improve the beauty of the downtown area by maintaining the health of it’s trees. The Tree Committee will work together with Town staff to accomplish it’s mission.

Responsibilities of the Town of Black Mountain

1. Allocate annual budget funds for the ongoing maintenance of all downtown trees, including staffing, equipment, and materials required for watering, fertilizing, pruning, and general tree care.
2. Collaborate with the BMBC Tree Committee to ensure year-round tree care.
3. Clean out and brick over empty tree wells, as identified by the BMBC Tree Committee.
Note: work completed
4. Provide weekly watering for all downtown trees and planter boxes and ensure rain barrels are filled as needed. Notify BMBC when town staff are not able to water so that BMBC can assist that week.
Note: Town staff have been performing weekly watering for many years.

Responsibilities of BMBC

1. This Fall/Winter of 2025/26 the BMBC will coordinate with a local arborist, Andrew Wagner of Catawba Tree Experts, to prune, fertilize, and air spade existing trees as needed. He will also plant approximately 15 new trees this year.
2. BMBC will fund the Downtown Tree Revitalization Plan for 2025/26 in full primarily using a donation from Circle K to purchase replacement street trees and complete pruning and fertilization. BMBC will provide funds, if available, to assist in future care of downtown trees.
3. BBC will provide funds, if available, to assist in future care of downtown trees.
4. Organize volunteers to water trees and weed tree wells as needed.
5. Conduct ongoing surveys of downtown trees, obtain arborist recommendations, and report maintenance needs and estimated costs to the Town.
6. Monitor trees in town-maintained gardens under BMBC care and report any required maintenance or replacements.
7. Hire arborist Andrew Wagner to conduct annual survey of downtown trees the following years and make recommendations for pruning or fertilization as needed.

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

[Signature]

Town Manager

Date 2/24/26

[Signature]
Black Mtn Beautification Committee, President

BMBC Chair

Date 2/24/26



AMENDMENT #1
To the DISASTER RECOVERY SERVICES MEMORANDUM OF AGREEMENT

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


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

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

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

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

NC LEAGUE OF MUNICIPALITIES:

By:


Signature


Rose Vaughn Williams

Executive Director

02 / 10 / 2026

Date of Signature

MUNICIPALITY:
TOWN OF BLACK MOUNTAIN
a North Carolina municipal corporation

By:


Signature

Jessica Trotman

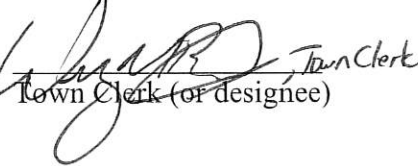
Name

Asst. Town Manager

Title

2/10/26

Date of Signature

ATTEST:


Town Clerk (or designee)



Exhibit C

Contractor Services

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

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

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

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

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

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

Compensation:

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

Expenses:

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

Title	Black Mountain Disaster Recovery Services Amendment
File name	file
Document ID	2a77588e0ee6e1e29f389b8736059c38c9b9ce29
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.contractsafe.com

Document History



SENT

02 / 10 / 2026

16:35:00 UTC

Sent for signature to Rose Vaughn Williams (rwilliams@nclm.org) by esign@contractsafe.com acting on behalf of dworrell@nclm.org
IP: 24.246.150.19



VIEWED

02 / 10 / 2026

16:55:37 UTC

Viewed by Rose Vaughn Williams (rwilliams@nclm.org)
IP: 99.32.253.17



SIGNED

02 / 10 / 2026

16:56:06 UTC

Signed by Rose Vaughn Williams (rwilliams@nclm.org)
IP: 99.32.253.17



COMPLETED

02 / 10 / 2026

16:56:06 UTC

The document has been completed.



Activity Number: 1335769

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**"), effective date of which shall be the date last executed, below, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a(n) **VIRGINIA** corporation (the "**Landlord**") and **TOWN OF BLACK MOUNTAIN NC**, a(n) **NORTH CAROLINA government entity** (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 8, 2015, for real property located at Milepost S-125.17 in Black Mountain, Buncombe County, North Carolina, having an area of 0.42 acres, more or less (the "**Premises**");

WHEREAS, Landlord and Tenant desire to execute this Amendment to modify the rental payable by Tenant under the Lease and to make certain other changes to the Lease as hereinafter stated, with the Lease and the Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. Increase of Premises. Landlord and Tenant acknowledge and agree to increase the leased area from 0.42 acres to 0.59 acres, more or less, as shown on Exhibit A, dated 02/04/2026.

2. Adjustment of Base Rental. Commencing on March 1, 2026 (the "**Commencement Date**"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of TWELVE THOUSAND and 00/100 DOLLARS (\$12,000.00) per annum, payable in advance. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "**Adjustment Date**" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).



Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, 650 W Peachtree St NW, Atlanta, GA 30308, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

4. Notice. Any notice given pursuant to the Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) **Landlord:** c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308 or at such other address as Landlord may designate in writing to Tenant.

(b) **Tenant:** Town of Black Mountain NC, 160 Midland Avenue, Black Mountain, NC 28711, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

5. Ratification; Successors and Assigns. Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the date last executed below.

Witness As To Landlord:

Name:

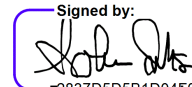
Witness As To Landlord:

Name:

LANDLORD:
NORFOLK SOUTHERN RAILWAY
COMPANY

a(n) VIRGINIA corporation

Signature:

Signed by:


Name:

SoFomon Jackson

Title:

Real Estate Manager

Date of Landlord Signature:

2/10/2026

[SEAL]

Witness As To Tenant:

Name:

Mesky Barker, Town Clerk
Town of Black Mountain

Witness As To Tenant:

Name:

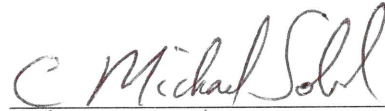
Laurel Mabey
Town of Black Mountain

TENANT:

TOWN OF BLACK MOUNTAIN NC

a(n) NORTH CAROLINA government entity

Signature:



Name:

C. MICHAEL SOBOL

Title:

MAYOR

Date of Tenant Signature:

2-10-2026

[SEAL]

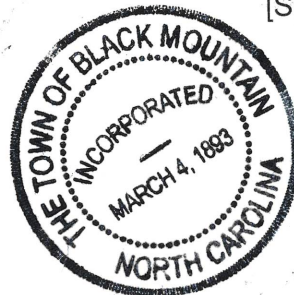
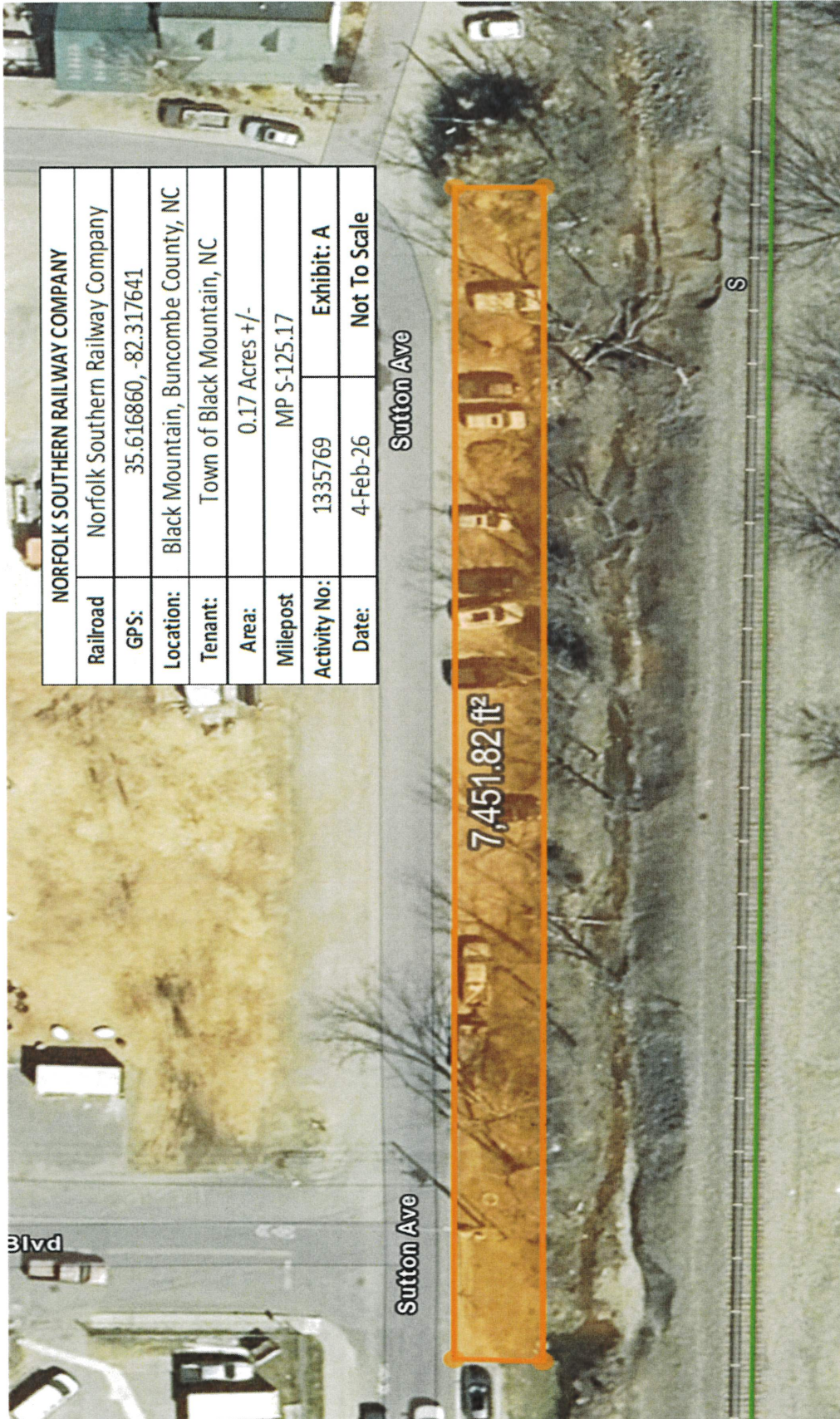




Exhibit A



NORFOLK SOUTHERN RAILWAY COMPANY	
Railroad	Norfolk Southern Railway Company
GPS:	35.616860, -82.317641
Location:	Black Mountain, Buncombe County, NC
Tenant:	Town of Black Mountain, NC
Area:	0.17 Acres +/-
Milepost	MP S-125.17
Activity No:	1335769
Date:	4-Feb-26
	Exhibit: A
	Not To Scale