



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

June 8, 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. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. Active Mobility Commission (AMC) Presentation on Pedestrian Path Proposal

3.B. Golf Maintenance Building Presentation by McGill Associates

4. CITIZEN COMMENTS

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

5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

7. CONSENT AGENDA

All items on the consent agenda are considered routine, to be enacted by one motion without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the consent agenda and considered separately.

7.A. Monthly Tax Collector Report - Laurel Mabery, Accountant
Motion: Approve the tax collection report from April 2026 as presented.

7.B. WNC Passenger Rail Service Appropriation Resolution of Support

7.C. Consideration of Budget Amendment for BMPD Donations Received - Steve Parker, Police Chief
Motion: Motion to approve the budget amendment as presented.

7.D. Consideration of an Oak Tree Planting at Lake Tomahawk - Richard Hicks, Interim Town Manager
Motion: Motion to approve proposed oak tree planting at Lake Tomahawk as presented.

7.E. Renewal of Shared Use Agreement for Parking Facilities at 101 West Street - Richard Hicks, Interim Town Manager
Motion: Motion to approve the shared use agreement for parking facilities at 101 West Street for an additional two-year term from July 10, 2026- July 10, 2028.

7.F. 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.

8. PUBLIC HEARING - NONE

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

9. CITIZEN COMMENTS

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

10. UNFINISHED BUSINESS

10.A. Adoption of Revised Street Dedication Application and Policy - Michelle Kennedy, Planning Director

Motion: I move that we adopt the revised street dedication application and policy as presented.

10.B. Petition to Dedicate Brookhaven Drive - Michelle Kennedy, Planning Director

Motion: To accept Brookhaven Drive and the subsequent sidewalk to the Town for maintenance and public use.

10.C. Proposal for Black Mountain Ave. & Sutton Ave. Intersection Safety Study - Michelle Kennedy, Planning Director

Motion: I move that Council authorize the Interim Town Manager to execute Task Order #1 with J.M. Teague Engineering for the Black mountain Avenue and Sutton Avenue Intersection Safety Study.

10.D. Discussion of Lower Watershed Dam - Richard Hicks, Interim Town Manager

Motion: Discussion. Council may take action if warranted from the discussion.

11. NEW BUSINESS

11.A. Discussion of Possible Bear-Related Action Plans - Michael Sobol, Mayor

Motion: Discussion will ensue and Council may direct staff to research bear-related action plans and/or ordinances.

11.B. Authorization for Staff to Pursue an Order of Abatement and Recovery of Fines for 19 Timber Park Drive for Failure to Correct Zoning Violation - Michelle Kennedy, Planning Director

Motion: I move to authorize staff to proceed with obtaining an order of abatement to remove the illegal storage containers and to collect the incurred fines through debt collection for 19 Timber Park Drive pursuant to the Town's Land Use Code, Section 1.11.

11.C. Bid Proposal Acceptance from CES Engineers Group - Jamey Matthews, Public Works Director

Motion: I move that Council except the bid proposal from CES Engineers Group to perform Lead and Copper line inventory for the Town of Black Mountain.

11.D. Consideration of Contract Extension with McAdams Company, Inc. (Traffic Planning and Design, Inc. (TPD)) - Matt Begley, Budget Analyst

Motion: Motion to approve the contract extension with McAdams for on-call services for an additional term of three (3) years.

11.E. Discussion of Planning Board Member Terms for UDO Completion - Michelle Kennedy, Planning Director

Motion: This item will be a discussion about the upcoming Planning Board appointments. Council may choose to go ahead and vote to re-appoint the named, existing members as discussed, or wait until the July 13, 2026 Council meeting.

11.F. Partnership Proposal with Development Finance Initiative (DFI) - Michelle Kennedy, Planning Director

Motion: The recommendation is for Council to endorse this partnership proposal with DFI.

12. CLOSED SESSION

13. ADJOURNMENT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Michelle Kennedy, Planning Director	MEETING DATE:	June 8, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	DEPARTMENT:	Planning & Development Services
TITLE OF ITEM:	Active Mobility Commission (AMC) Presentation on Pedestrian Path Proposal		

SUGGESTED MOTION(S):

Council will receive a presentation from the AMC. Any motion would be in the form of a consensus to proceed, or similar.

SUMMARY:

Representatives from the Active Mobility Commission (AMC) will present a proposal to Council that includes the possibility of creating a pedestrian path from the Ingles sidewalk that is located along Hwy 9, up to Cheshire Village. Representatives will explain what has been worked on and where they'd like to get permission to reach out to private stakeholders along the proposed pedestrian path route.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Richard Hicks, Interim Town Manager	MEETING DATE:	June 8, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	DEPARTMENT:	Administration
TITLE OF ITEM:	Golf Maintenance Building Presentation by McGill Associates		
SUGGESTED MOTION(S): N/A- Presentation Only.			

SUMMARY:

Representatives from McGill & Associates and Moseley will present to Town Council on the preliminary design concepts, layout, and estimated cost for a replacement Golf Maintenance Building.

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. Town of Black Mountain - Feasibility Study 2026-05-01

The Town of Black Mountain



Conceptual Narratives for the Black Mountain Golf Maintenance Building

May 1st, 2026

Black Mountain Golf Maintenance Building

ARCHITECTURAL SCHEMATIC DESIGN NARRATIVE

The Town of Black Mountain Golf Maintenance Building will be a one story building with exterior brick and metal panel Pre-Engineered Metal Building (PEMB) with sloped standing seam metal roofs. The building will be approximately 3,700 square feet in area. The building will be designed in accordance with the 2018 Edition of the North Carolina Building Code (NCBC). The primary use groups are Business (B), Storage (S-1), and Hazardous (H-1). The construction type is IIB, non-combustible construction. The Maintenance Building will house office space for the Golf Course Maintenance Staff, Storage, and Work Spaces.

The project site will be located on Tomahawk Avenue. Stormwater provisions for the site will be accommodated within the convenience center's existing structures. Parking will be provided. As part of the site design, parts of the existing green and tee boxes will need to be relocated.

The exterior walls will consist of cold form metal studs with batt insulation and metal panel veneer. The interior face of the exterior walls will have 5/8" gypsum wall board in office areas and 8" Concrete Block in storage and work areas up to ten feet. Any exterior windows will consist of aluminum window system with 1" insulated, low-e, tempered glazing.

The sloped roof system will consist of standing seam metal roof on the PEMB roof purlins with vapor barrier and batt insulation.

Interior partitions will primarily consist of 5/8" gypsum wall board on 3 5/8" galvanized steel studs. In the office areas, extending 6" above the highest adjacent ceiling. Interior concrete masonry unit walls will consist of 8" concrete masonry units in storage and work areas.

All exterior doors will be aluminum doors with 1" insulated glazing. Exterior roll up doors will be manually operated with steel slates. Interior doors will be metal, set in fully welded painted steel frames. Side lights will be 1/4" tempered vision glazing. Exterior and interior doors will be 3'-0" wide by 7'-0" high.

Appliances including stoves, refrigerators, microwaves, and coffee pots will be provided by the owner outside of the construction contract. Equipment including copiers, printers, computers, and vending machines will be provided by the owner outside of the construction contract. Furniture including workstations, chairs, open metal shelving, and file cabinets will be provided by the owner under a separate furniture contract.

INTERIOR FINISHES NARRATIVE

The office areas will receive LVT flooring with rubber base, painted walls, and lay-in acoustical panel ceiling. Storage and work rooms will receive a sealed concrete floor and exposed to structure ceiling space. Toilet rooms and wet areas will include porcelain pavers or ceramic tile and base on the floors and a tile wainscot on the walls with paint above. General casework will have a plastic laminate finish on counters and cabinetry. Counters in spaces with sinks or lavatories such as the break room and toilet rooms will have solid surface counters. Counters in shop areas will consist of maple butcher block. Casework in shop areas will be constructed of moisture resistant substrates since they will not be installed in fully conditioned spaces.

Black Mountain Golf Maintenance Building

STRUCTURAL SCHEMATIC DESIGN NARRATIVE

DESIGN CODES

2018 North Carolina Building Code

ASCE 7-16

STRUCTURAL DESIGN CRITERIA

Risk Category II

Anticipated Lateral System: Steel Ordinary Moment Frames (Not Specifically Detailed for Seismic Resistance)

STRUCTURAL LOADING

Roof Live Load:

- Unoccupied: 20 psf

Floor Live Load:

- Offices: 50 psf + 15 psf for moveable partitions
- Mechanical Spaces: designed for anticipated weight of equipment (150 psf)
- Light Storage: 125 psf
- 1st Floor Corridors: 100 psf
- Vehicle bays: dependent on anticipated vehicle usage

ROOF CONSTRUCTION

Typical roof construction will be standing seam metal roof over insulation over cold-formed steel “Z” shaped purlins. Purlins will be supported by steel bent frames.

FIRST FLOOR CONSTRUCTION

The first floor will consist of a 6” normal-weight concrete slab on grade, reinforced #4 rebar in each direction. The slab will be placed over a 15 mil vapor barrier and 6” of ABC stone base.

FOUNDATION SYSTEM

Shallow foundations, consisting of spread footings at columns and turned down slab edges at exterior walls, will be used to support the structure. Tops of footings are expected to be set at 2’ below finished floor elevation unless the proximity of utilities or grading warrants a lower elevation.

LATERAL SYSTEM

The lateral system will primarily be steel moment frames, not specifically detailed for seismic resistance. Each of the bent frames, located between each bay, will be used as a moment frame. Cable tension bracing or steel portal frames will be used between the bent frames to provide lateral resistance. Cable tension bracing will be used at the roof to distribute lateral loads from the roof into the wall elements.

MECHANICAL SCHEMATIC DESIGN NARRATIVE

General Provisions

The mechanical portion of the work will consist of providing heating, cooling, ventilation, and exhaust for the building.

All mechanical work will be in accordance with the 2018 Edition of the North Carolina Mechanical Code (NCMC)

Design Conditions

Black Mountain Golf Maintenance Building

The following data will serve as the basis of design in sizing the mechanical equipment:

Design outside air conditions (per ASHRAE):

Summer: 95°F DB/76°F WB (Refrigerant circuit sized for ambient of 105°F)

Winter: 14°F DB

	OCCUPIED	UNOCCUPIED
General Space Heating:	72°F	60°F
General Space Cooling:	75°F	85°F

Mechanical System

The building size and use lends itself to a Split System heat pumps with auxiliary electric reheat. Number of units will depend on how many storage areas are to receive heat. Electric Radiant Heaters will be used in areas where only heat is to be provided. Toilet rooms will have independent exhaust, interlocked with lights switch with delay off feature. Wall exhaust fans will be provided where exhaust in storage and shop areas are needed.

Building Automation System

A web-based direct digital control (DDC) building automation system (BAS) will be provided. The system allows for control strategies that optimize performance and reduce energy costs of the various HVAC systems. A web-based BAS also allows for external monitoring as well as integration with other building systems.

PLUMBING SCHEMATIC DESIGN NARRATIVE

Plumbing Fixtures and Equipment

Plumbing fixtures will be high efficiency commercial grade units and specified to reduce water consumption. Fixtures accessible to the physically handicapped will be indicated where required by the building code. Toilets will be floor mounted units, toilet room lavatories will be wall hung units and urinals will be wall hung units. Counter top lavatories will be stainless steel self-rimming units. All flushing and public hand washing fixtures will utilize hard-wired sensor operated activation.

Domestic Water Piping System

A reduced pressure zone (RPZ) backflow preventer will be installed on the incoming water service line to prevent potential contamination of the public water supply. A flow test will be conducted to determine available pressures at the site. Once flow test data is available, determination can be made if domestic booster pumps are required. Domestic cold water, hot water, and hot water recirculation piping will be copper.

Electric tank type water heaters will provide domestic hot water to the facility. Hot water temperatures will be maintained throughout the system by a domestic hot water circulation pump. The temperature of the domestic hot water system will be monitored by the building automation system.

Sanitary Piping System

The sanitary system will be designed to discharge by gravity to the site sanitary sewer system. Piping systems will be service weight cast iron no-hub above floor and hub and spigot or Schedule 40 PVC below ground.

Black Mountain Golf Maintenance Building

ELECTRICAL SCHEMATIC DESIGN NARRATIVE

GENERAL PROVISIONS

The electrical portion of the work will consist of providing building power, lighting, and limited communication raceways and boxes.

All electrical work shall be in compliance with all applicable Federal, State, and local laws and regulations governing standards of design, construction, workmanship and material. Electrical work shall be in compliance with the latest-adopted National Electrical Code (NEC).

ELECTRICAL SERVICE

The building power will be obtained from a 400A,208Y/120-volt three phase electrical service.

LIGHTING

Lighting will be installed in accordance with the recommended Illumination Engineering Society (IES) Standards.

A complete system of artificial interior lighting shall be provided for all spaces. In general, all interior lighting shall be LED. Local switches for control of lighting shall be provided to serve each individual space. As an energy-saving measure, spaces such as offices and conference rooms will be provided with motion sensors to automatically turn lights off when not occupied (this is also required by the International Energy Conservation Code(IECC)). Daylighting controls will be provided in accordance with the required daylight zones as defined by the IECC.

Light fixtures will be provided per the following:

- A. Offices - General office: Recessed 2'x4' or 2'x2' light fixtures.
- B. Storage areas – Chain hung industrial fixtures, wet location listed
- C. Work/Truck Bays - Chain hung industrial fixtures, wet location listed

Emergency lighting and exit lighting for all paths of egress within and outside the building will be provided by the generator via an automatic transfer switch.

DEVICES, CONDUITS, AND CONDUCTORS

All devices such as light switches and receptacles shall have a minimum rating of 20 amps. Device covers shall be constructed of stainless steel in office areas.

Conduits shall be used for all systems 25-volts and higher. Minimum trade size conduit allowed shall be ¾". All conduits shall be concealed where possible. The classification of conduit usage shall be as follows:

Underground/under-floor slab – PVC Schedule 40.

Interior – Electrical Metallic Tubing with steel fittings.

Black Mountain Golf Maintenance Building

Conduit shall be run exposed.

Branch circuit wiring for power and light shall generally be type THHN/THWN. All conductors No. 10 AWG and smaller shall be solid copper. All conductors No. 8 AWG and larger shall be stranded copper. All power conductors shall be insulated for 600 volts.

TELEPHONE AND DATA SYSTEMS

Data and telephone outlet locations will be coordinated with the client. Conduit and box systems with cabling will be provided at locations desired by the owner.



**GOLF COURSE MAINTENANCE BUILDING
BLACK MOUNTAIN, NC
BUDGET ESTIMATE**

May 1, 2026

Since we have no control over the cost of labor and materials, current market conditions, or competitive bidding, we cannot guarantee the accuracy of this estimate of probable construction costs.

CONSTRUCTION COSTS

One Story Building	3,710 SF @	\$270.00	\$1,001,700
Site work (no off-site improvements)	1.0 AC @	\$343,000	\$343,000

Construction Cost Subtotal		\$362.45	\$1,344,700
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OTHER COSTS

Misc Building Systems

Furniture Allowance (\$30 PSF)	\$111,300
Graphics & Signage (\$1.25 PSF)	\$4,638
Voice and data systems (\$8 PSF)	\$29,680
Appliances	\$10,000

Site Improvements

Permitting and Utility Connection Allowance	\$15,000
Utility Relocation Costs	Not included
Environmental mitigation cost	Not included
Legal/ILA, Plans and closing fees	Not included
Property Acquisition Allowance	Not included
Legal Expenses	Not included
Financing Expenses	Not included

Design soft costs

Architectural/Engineering Services	\$170,000
Furniture Design Services	\$9,000
Boundary and Topographic Survey	included in A/E services cost

Construction soft costs

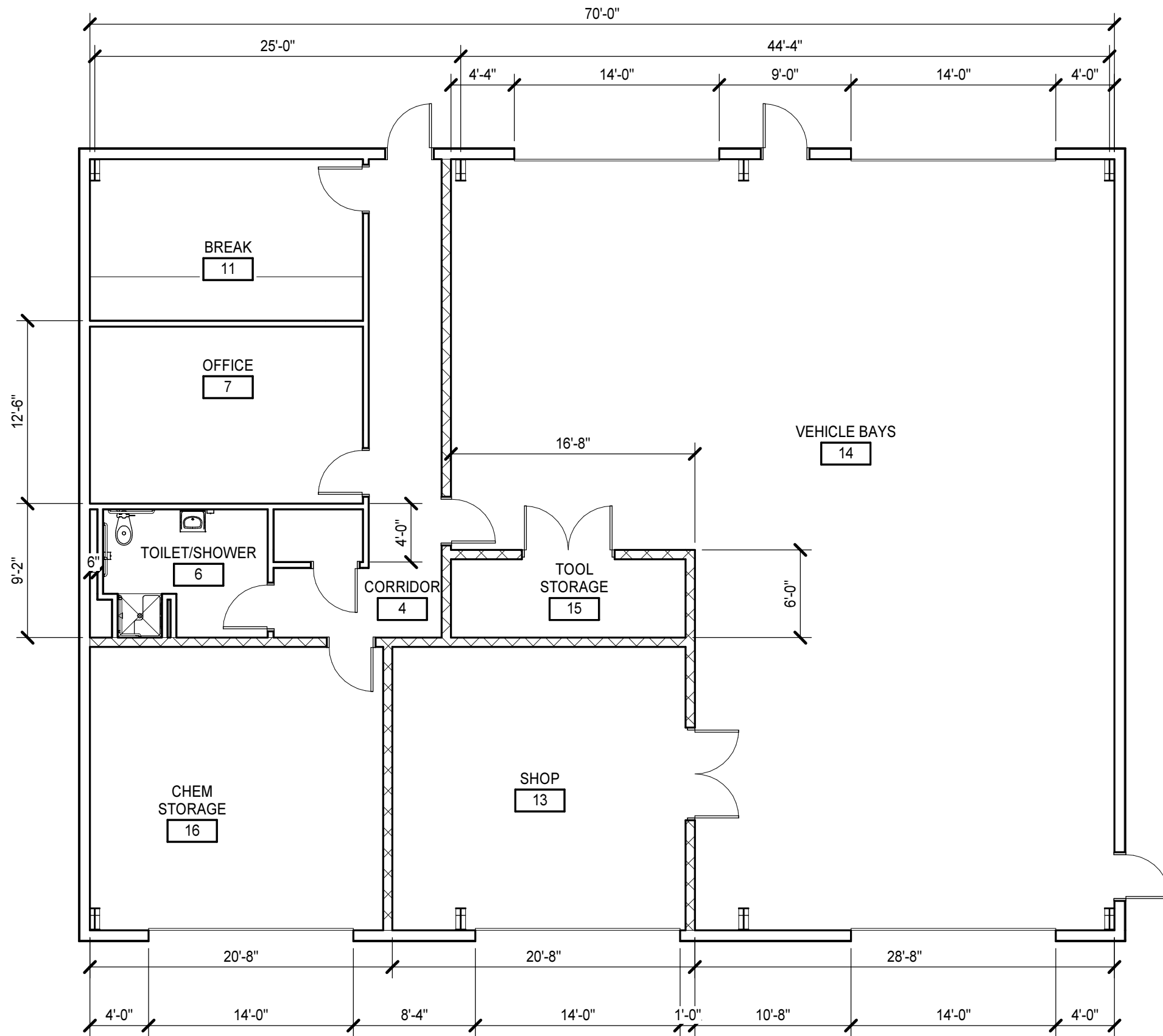
Moving Expenses Allowance	Not included
Geotech/const materials testing	\$10,085
Special/third party inspect (0.75% of constr cost)	\$10,085

Other Costs Subtotal	\$369,788
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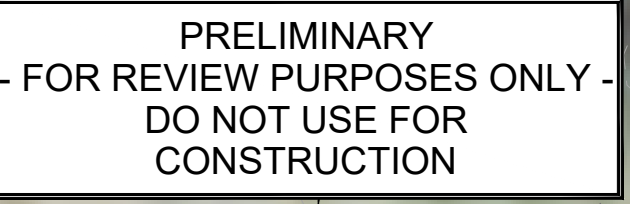
Project Cost Subtotal	\$1,714,488
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Contingency (10%)	\$172,000
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TOTAL	\$1,886,488
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A1



PRELIMINARY



GOLF COURSE MAINTENANCE FACILITY

TOWN OF BLACK MOUNTAIN

BUNCOMBE COUNTY, NORTH CAROLINA

CONCEPTUAL DESIGN PLAN - OPTION C		
DATE MARCH 2026	PROJECT # 25.00155	FUNDING # N/A

SHEET

C-103



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Laurel Mabery, Accountant **MEETING DATE:** June 8, 2026
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Monthly Tax Collector Report

SUGGESTED MOTION(S):

Approve the tax collection report from April 2026 as presented.

SUMMARY:

Monthly Tax Collector Report for April 2026.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Monthly Council Report -April 2026



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, June 8, 2026

SUBJECT: April 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	\$ 5,412,402.73
Adjustments and Releases	\$ 4,151.43
Outstanding real and personal property taxes	\$ 39,767.58

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 99.27%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 221.58
Adjustments and Releases	

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

Ad Valorem	\$ 1,760.76
Motor Vehicle	\$ 321.88



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** June 8, 2026
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: WNC Passenger Rail Service Appropriation Resolution of Support

SUGGESTED MOTION(S):

To approve the proposed WNC Passenger Rail Service Appropriation Letter of Support Resolution as presented and authorize the Mayor to sign letter of support.

SUMMARY:

The Land of Sky Regional Council has requested local governments to send letters of support to legislators to help support a proposed State Budget appropriation for \$28 million to develop the WNC Passenger Rail Service. More information is as follows:

The Town Council is being asked to consider approving a resolution of support for a proposed \$28 million state appropriation for the expansion of passenger rail service between Salisbury and Asheville. Governor Josh Stein has included this funding request in the State's FY 2026-2027 budget proposal as part of ongoing efforts to extend passenger rail service into Western North Carolina.

The proposed funding would represent a significant step toward advancing the Asheville-to-Salisbury passenger rail corridor and would strengthen North Carolina's ability to secure additional federal funding through the Federal Railroad Administration (FRA). The state investment could help leverage more than \$530 million in potential federal grant funding for the project.

The Western North Carolina passenger rail initiative has already received support through the FRA's Corridor Identification and Development (Corridor ID) Program and has been the subject of recent economic impact studies demonstrating potential regional benefits. As the General Assembly nears completion of the state budget process, local governments throughout the region are being encouraged to demonstrate support through resolutions, letters, and communication with state legislators.

Council action on the attached resolution would formally express the Town's support for state funding of the passenger rail expansion project and encourage state leaders to continue

advancing passenger rail service to Western North Carolina. Further, the attached letter of support would be sent alongside the resolution, signed by the Mayor.

Governor's Proposed Budget Information for Reference:

- Governor's Proposed Budget - <https://www.osbm.nc.gov/fy2026-27-budget-rec-budget-book/open>
- Transportation - Page 267 of the Governor's Proposed Budget for FY26/27 request for \$28,000,000
- Rail Division - - -
 - Provides the first tranche of state match for a federal grant to establish an intercity passenger rail service in western North Carolina. The service will be between Asheville and Salisbury, where it will connect to the existing passenger rail network in North Carolina and to other states. Western North Carolina destinations are the most requested additional service among NC ByTrain customers. Expanding service to new areas of the state will improve access and tourism opportunities. A total state match of \$133 million will be required over the next four years to draw down a total of \$532 million in federal funds. 21 Western North Carolina Intercity Passenger Rail Service Req \$ 28,000,000

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-26-46_Resolution of Support of WNC Passenger Rail Service State Budget Appropriations_2026.06.08
2. WNC Rail 2026 Appropriation Support- Town of Black Mountain

Council Member _____ made a motion to approve the following resolution. A vote of _____ in favor.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN
SUPPORTING STATE FUNDING FOR THE WESTERN NORTH CAROLINA
PASSENGER RAIL CORRIDOR**

RESOLUTION NO. R-26-46

WHEREAS, the Town of Black Mountain recognizes the importance of a safe, efficient, and connected transportation network that serves residents, businesses, and visitors throughout North Carolina; and

WHEREAS, the Governor's proposed Fiscal Year 2026-2027 budget includes \$28 million as the first installment of the State's required matching funds to advance passenger rail service between Salisbury and Asheville; and

WHEREAS, the proposed Western North Carolina passenger rail corridor would connect Asheville and surrounding communities to Salisbury and North Carolina's existing passenger rail network, providing access to destinations throughout the Southeast and beyond; and

WHEREAS, this initial state investment would position North Carolina to leverage approximately \$532 million in federal funding through the Federal Railroad Administration, resulting in an estimated return of four federal dollars for every one state dollar invested; and

WHEREAS, without the required state matching funds, North Carolina would be unable to access these significant federal transportation investments; and

WHEREAS, communities throughout Western North Carolina have long supported expanded passenger rail service as an important component of a multimodal transportation system that enhances mobility, economic development, workforce access, tourism, and regional connectivity; and

WHEREAS, existing passenger rail service in North Carolina has demonstrated increasing public demand while supporting downtown revitalization, economic activity, and sustainable transportation options; and

WHEREAS, Western North Carolina destinations have consistently ranked among the most requested expansion opportunities identified by NC By Train customers; and

WHEREAS, investment in the Western North Carolina passenger rail corridor represents a strategic opportunity to strengthen transportation connections, expand travel choices, support economic growth, and reinforce North Carolina's statewide passenger rail network; and

WHEREAS, the Town Council appreciates the continued leadership of the North Carolina Department of Transportation in advancing passenger rail initiatives and aligning transportation investments with the needs of communities across the state.

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

1. The Town of Black Mountain hereby expresses its strong support for the Governor's proposed Fiscal Year 2026-2027 funding of \$28 million to advance passenger rail service along the Western North Carolina corridor between Salisbury and Asheville.
2. The Town Council encourages the North Carolina General Assembly to approve the proposed funding and continue supporting investments necessary to expand passenger rail service throughout North Carolina.
3. The Town Council recognizes the significant transportation, economic, tourism, and regional connectivity benefits that expanded passenger rail service would provide to Western North Carolina and the State as a whole.
4. The Town Clerk is directed to transmit a copy of this Resolution to members of the North Carolina General Assembly representing the region, and other appropriate officials.

ADOPTED this 8th day of June, 2026.

C. Michael Sobol, Mayor

Archie Pertiller, Vice Mayor

Alice Berry, Councilmember

Larry Harris, Councilmember

Doug Hay, Councilmember

Ryan Stone, Councilmember

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN

160 MIDLAND AVENUE • BLACK MOUNTAIN, NORTH CAROLINA 28711

Phone (828) 419-9300 • Fax (828) 419-7210 • TDD 800-735-2962

www.townofblackmountain.org

Mayor

C. Michael Sobol

Interim Town Manager

Richard N. Hicks

Town Council

Vice-Mayor Archie Pertiller
Council Member Alice Berry
Council Member Larry Harris
Council Member Doug Hay
Council Member Ryan Stone

Town Attorney

Craig Justus

Town Clerk

Wesley Barker

June 8, 2026

Dear Members of the North Carolina General Assembly,

On behalf of the Town of Black Mountain, we write to express our strong support for the Governor's proposed funding to advance passenger rail service along the Western North Carolina corridor between Salisbury and Asheville. This investment represents an important step toward strengthening mobility, economic development, tourism, and regional connectivity across our state.

The Governor's FY27 budget includes \$28 million as the first tranche of the required state match to secure significant federal funding for the establishment of intercity passenger rail service in western North Carolina. The proposed service would connect Asheville and surrounding western North Carolina communities to Salisbury, where passengers would gain access to North Carolina's existing passenger rail network and onward connections to destinations throughout the Southeast and beyond.

This investment represents a transformational opportunity for western North Carolina and for the State as a whole. A total state match of approximately \$133 million over the next four years would leverage approximately \$532 million in federal funding to advance this important transportation initiative. The ability to draw down competitive federal infrastructure funding at this scale means our state would receive \$4 for every \$1 we invest in passenger rail for our state! Without this state matching dollars, these federal dollars will not be spent in our state.

Communities along this corridor have long recognized the value of passenger rail as part of a connected, multimodal transportation network. Existing NC By Train service has demonstrated growing public demand for reliable passenger rail options while also supporting downtown development, tourism, workforce mobility, and regional economic activity.

Importantly, western North Carolina destinations have consistently been identified as the most requested additional service among NC By Train customers. Expanding passenger rail service

into new regions of the state will improve travel access, strengthen tourism opportunities, and create additional economic connections between communities across North Carolina.

Additional service frequency—paired with schedules that reflect the transportation needs and desired stop times identified by local communities—would further enhance ridership, improve customer convenience, and strengthen the overall value of the state’s passenger rail system.

Investment in the Western North Carolina corridor is a natural extension of the State’s commitment to strengthening transportation connectivity across all regions of North Carolina. Expanding passenger rail service westward will provide additional travel options, strengthen connections between communities, support economic growth, and reinforce the broader statewide passenger rail network.

The Town Council appreciates the North Carolina Department of Transportation’s continued leadership in advancing passenger rail and its commitment to aligning service investments with customer and community needs. The Town of Black Mountain is proud to support strategic transportation investments that strengthen mobility and connectivity across our state.

We respectfully urge your support for the Governor’s proposed FY27 funding for the Western North Carolina passenger rail corridor and for continued investment in expanding passenger rail service throughout North Carolina.

Thank you for your leadership and your commitment to North Carolina’s transportation future.

Sincerely,

C. Michael Sobol, Mayor

Archie Pertiller, Vice Mayor

Alice Berry, Councilmember

Larry Harris, Councilmember

Doug Hay, Councilmember

Ryan Stone, Councilmember



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Steve Parker, Police Chief **MEETING DATE:** June 8, 2026
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Police Department
TITLE OF ITEM: Consideration of Budget Amendment for BMPD Donations Received

SUGGESTED MOTION(S):

Motion to approve the budget amendment as presented.

SUMMARY:

The Black Mountain Police Department (BMPD) received donations in the amount of \$8,500.00 and a budget amendment is needed to recognize and move these funds from the contributions/donations line item, 235-0000-47070, to the community outreach/public relations expense line item, 235-4510-55023.

BUDGET IMPACT:

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

If no, describe how it will be funded. Donation of funds to BMPD.

ATTACHMENTS:

1. R-26-47_Resolution Budget Amendment_BMPD Donations Received_2026.06.08

Council Member _____ made a motion to approve the following resolution. A vote of _____ in favor.

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

RESOLUTION NO. R-26-47

WHEREAS, the Black Mountain Police Department has received donations totaling \$8,500.00; and

WHEREAS, the donations received are recommended to be moved to the Community Outreach/Public Relations 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
235-0000-47070	Contributions/Donations	-	\$8,500.00
235-4510-55023	Community Outreach/Public Relations Expense	\$8,500.00	-

Section 2. Effective Date

This resolution shall become effective upon adoption.

Adopted this the 8th day of June 2026.

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Richard Hicks, Interim Town Manager
MEETING DATE: June 8, 2026

AGENDA SECTION: Consent Agenda
DEPARTMENT: Recreation & Parks

TITLE OF ITEM: Consideration of an Oak Tree Planting at Lake Tomahawk

SUGGESTED MOTION(S):

Motion to approve proposed oak tree planting at Lake Tomahawk as presented.

SUMMARY:

The Swannanoa Valley Tree Alliance (SVTA), in partnership with Swannanoa Valley WILD, would like to plant one Shumard Oak Tree (approx 3' 5" tall) at Lake Tomahawk Park, near the picnic pavilion. This tree coincides with the storybook "GROW Trail" (Greenway Read Outloud Walking Trail) around Lake Tomahawk, and a new book installation will also take place entitled "Thank you, Old Oak" by Britt Crow-Miller. Public Works has identified that this is a suitable location for the tree, away from any water lines, and there are no other utilities in this area that would interfere.

If approved, a special tree planting community event is planned for Sunday, June 14th at Lake Tomahawk.



BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Richard Hicks, Interim Town Manager
MEETING DATE: June 8, 2026
AGENDA SECTION: Consent Agenda
DEPARTMENT: Administration
TITLE OF ITEM: Renewal of Shared Use Agreement for Parking Facilities at 101 West Street

SUGGESTED MOTION(S):

Motion to approve the shared use agreement for parking facilities at 101 West Street for an additional two-year term from July 10, 2026- July 10, 2028.

SUMMARY:

A current shared use agreement for parking facilities at 101 West Street was approved on July 8, 2024 by the Town Council for a two-year term which will expire on July 10, 2026. The parking area at this address represents 14 parking spaces and is available for public parking after 5:00 p.m. Monday through Friday, and on Saturday and Sunday. Council will consider renewing this shared use agreement for an additional two-years and under the same guidelines as the current lease agreement, which would expire July 10, 2028. A copy of the current lease is attached.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Shared Parking Agreement_Wellspring DPC_101 West Street with Map_7-8-24



Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into July 8, 2024, of between Wes Hite hereinafter called Lessor, and The Town of Black Mountain, hereinafter called Lessee.

In consideration of the covenants herein, Lessor agrees to share with Lessee certain parking facilities, located at 101 West Street in the Town of Black Mountain, County of Buncombe and State of NC, hereinafter called the facilities, described as the parking area shown on Exhibit A, representing 14 parking spaces.

LEASEHOLD AREA

The parking area shown on Exhibit A, representing 14 parking spaces, is leased to the Town of Black Mountain and shall be available for public parking Monday through Friday except when the property owner is open for business or when parking is needed by the Lessor for its own events. Parking by the public will not be permitted on Monday through Friday 8:00AM to 5:00PM. Parking will be available to the public after 5:00PM Monday through Friday and on Saturday and Sunday. The lessor reserves the right to allow overnight parking. The Lessor reserves the right to restrict parking at any time, without notice.

LEASE TERM AND OPTION FOR EXTENSION

This agreement shall have a two-year term, beginning on July 10, 2024 and ending July 10, 2026.

MAINTENANCE

In consideration of the right to the use of the facilities to provide public parking, the Lessee shall provide, as reasonably necessary, asphalt repair work, striping, seal coating, and snow removal. Lessee shall provide waste cans and waste removal services as appropriate to the leasehold area.

SIGNAGE

Lessee shall provide signage, meeting with the written approval of Lessor, designating usage allowances.

ENFORCEMENT

Lessor and Lessee each reserve the right to tow, at the expense of the vehicle owners, vehicles improperly parked or abandoned. All enforcement shall be coordinated with the Black Mountain Police Department.

COOPERATION

Lessor and Lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use. In any event, if there is a conflict between the needs of the Lessor and the Lessee as priority of use, the Lessor's needs shall prevail if a solution cannot be agreed by the parties.

SUPERVISION

Neither the Lessor nor the Lessee will provide supervision or management of the facility, except that Lessor will be responsible for providing necessary signage or other notice when the facility is to be used for activities of the Lessor and closed to use by the public.

INSURANCE

At their own expense, Lessor and Lessee each agree to maintain liability insurance for the facilities as is standard for their own business usage.

INDEMNIFICATION

The Lessee agrees to indemnify and hold the Lessor harmless from any claims for injury to persons or property arising out of the use of the facilities by the public, including actual damages and reasonable attorney fees incurred defending against such claims, and the Lessor agrees to hold the Lessee harmless from any claims for injury to persons or property arising out of the use of the facilities by the Lessor during its own use and activities, including actual damages and reasonable attorney fees incurred defending against such claims.

TERMINATION

If Lessor transfers ownership, or if part or all of the facilities are condemned, or access to the facilities is changed or limited, Lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give Lessee the right of first refusal on subsequent renewal of this agreement.

Josh Harrold, Town of Black Mountain

Date

Wes Hite

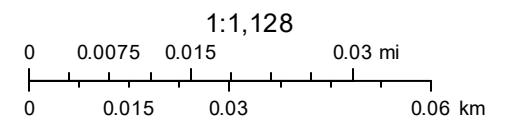
Date

Shared Parking Agreement

Exhibit A: Shared Parking- Wellspring
Direct Primary Care, 101 West Street



June 25, 2024





TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jamey Matthews, Public Works Director
MEETING DATE: June 8, 2026

AGENDA SECTION: Consent Agenda
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 was presented at the May 11, 2026 Council meeting, but was tabled for further review. The purpose of 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

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: June 8, 2026

AGENDA SECTION: Unfinished Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Adoption of Revised Street Dedication Application and Policy

SUGGESTED MOTION(S):

I move that we adopt the revised street dedication application and policy as presented.

SUMMARY:

Staff have made the requested changes from the May 11, 2026 Council meeting. This includes the following: a sentence has been added that the final decision of acceptance rests with Town Council and a checklist has been added for the Public Works Director and Fire Marshal to confirm items have been met and recommend the dedication or not. Council will consider the application and policy based on the amendments made and vote to adopt.

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. street_dedication_application



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

Street Dedication Application and Policy

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



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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(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. Final determination of street acceptance rests with 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 Planning & Development

304 Black Mountain Ave ♦ Black Mountain, NC 28711

Phone: 828-419-9300 ♦ Fax: 828-669-2030

www.townofblackmountain.org

Street Inspection Checklist

- ☐ All property owners have signed the petition
- ☐ All obstructions have been removed from the right-of-way
- ☐ Street width and length meet the requirements of the current Fire Code
- ☐ Turnarounds (Y, T, or cul-de-sac) meet the requirements of the current Fire Code (if applicable)
- ☐ Street has been paved in accordance with NCDOT "Subdivision Road Minimum Construction Standards"
- ☐ One year has passed since the completion of the subdivision (if applicable)
- ☐ Culverts have been installed under driveways and are a minimum of 15" in width (if applicable)

Notes:

Recommend Acceptance: ☐ Yes ☐ No



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

Public Works Director

Date

Recommend Acceptance: ☐ Yes ☐ No

Fire Marshal

Date



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: June 8, 2026

AGENDA SECTION: Unfinished Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Petition to Dedicate Brookhaven Drive

SUGGESTED MOTION(S):

To accept Brookhaven Drive and the subsequent sidewalk to the Town for maintenance and public use.

SUMMARY:

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:

* 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.

A resolution is attached should the Council decide to accept the road.

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. brookhaven_drive_petition
2. chapmans_cove_plat
3. resolution_brookhaven_drive_dedication

TOWN OF BLACK MOUNTAIN - STREET DEDICATION POLICY

PETITION

We, the undersigned property owners of property located abutting a private street knows as Brookhaven Dr, located off of Blue Ridge Assembly Dr, do hereby petition the Black Mountain Town Council to dedicate and maintain said street for public use.

We verify that we are willing to provide a cleared 40 foot right-of-way needed to establish this as a town street.

Name/Signature

Property/Mailing Address

1. [Signature]

104 BROOKHAVEN DR. BLACK MOUNTAIN, NC, 28711

2. [Signature]

103 Brookhaven Dr
Black Mountain NC 28711

3. Cynthia H. Flanders

107 Brookhaven Dr

4. [Signature]

Black Mountain NC 28711
112 Brookhaven Dr Black Mtn 28711

5. Judith M. Weston

111 Brookhaven Dr

6. Debbie E. Colon

117 Brookhaven Dr.

7. Edwin W. Karsch

113 Brookhaven Dr
Black Mtn, NC 28711

8. [Signature]

122 Brookhaven Dr

9. [Signature]

108 Brookhaven Dr

10. [Signature]

118 Brookhaven Dr
Black Mtn 28711

RESOLUTION

RESOLUTION TO ACCEPT AND DEDICATE BROOKHAVEN DRIVE TO THE TOWN'S STREET SYSTEM

WHEREAS, North Carolina General Statute 160A-296 grants municipalities general authority and control over all public streets within its corporate limits; and

WHEREAS, including a street on a town map does not provide any evidence of intent to accept the street for public use; and

WHEREAS, the Town Council has been petitioned to accept the following street and sidewalk for Town maintenance, and as recorded on the Plat "Chapman's Cove" with the Buncombe County Register of Deeds Office in Book 192, Page 87, dated September 18, 2018; and

Street	Pavement Width	Right-of-Way Width	Sidewalk Width
Brookhaven Drive	20'	20' (10' on each side)	5' (included in the 10' right-of-way)

WHEREAS, a copy of the aforementioned Plat accompanies this resolution as "Exhibit A"; and

WHEREAS, a copy of the aforementioned petition accompanies this resolution as "Exhibit B"; and

WHEREAS, if accepted and dedicated as Town Streets, the Town will be responsible for the road and sidewalk maintenance within the designated road and right-of-way to include paving and snow removal; and

WHEREAS, in accordance with the Street Dedication Policy, the Public Works Director and the Fire Marshal have reviewed and do recommend the dedication; and

WHEREAS, the Fire Marshal requires a "No Parking" sign in the turn-around; and

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council hereby accept Brookhaven Drive and dedicates to the Town's street system.

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

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: June 8, 2026

AGENDA SECTION: Unfinished Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Proposal for Black Mountain Ave. & Sutton Ave. Intersection Safety Study

SUGGESTED MOTION(S):

I move that Council authorize the Interim Town Manager to execute Task Order #1 with J.M. Teague Engineering for the Black mountain Avenue and Sutton Avenue Intersection Safety Study.

SUMMARY:

Safety issues surrounding the intersection of Black Mountain Avenue and Sutton Avenue have been expressed by citizens and discussed by Council. At the January 12, 2026 Council meeting, Council discussed and unanimously voted to pursue a traffic safety study at this intersection with a cost not to exceed \$10,000. The Town has received a proposal from J.M. Teague Engineering and Planning in the amount of \$4,500 to complete the safety study. Council is asked to review this proposal and take action to proceed with the study by authorizing the Interim Town Manager to execute task order #1 by T.M. Teague Engineering.

BUDGET IMPACT:

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

If no, describe how it will be funded. The study could be funded with Powell Bill funds.

ATTACHMENTS:

1. J.M. Teague - Intersection Traffic Study Proposal
2. bm_ave_and_sutton_ave_pictures

3. Sutton Ave. and Black Mountain Ave_
4. Sutton Ave. and Black Mountain Ave2 (002)

TASK ORDER #1

WAYN 1718 TOWN OF BLACK MOUNTAIN ON-CALL ENGINEERING

The Town of Black Mountain has asked J.M. Teague Engineering & Planning to prepare a cost estimate for the following work as part of the ongoing on-call contract between the firm and the Town of Black Mountain.

DATE OF ESTIMATE:	<u>4/1/2026</u>
TASK NAME:	<u>Black Mountain Avenue & Sutton Avenue Safety Study</u>

The task for the Assigned Description below is not expected to exceed **\$4,500.**

ASSIGNMENT DESCRIPTION:

JMTE was requested to perform the following tasks:

Conduct a safety assessment of the intersection of Black Mountain Avenue & Sutton Avenue.
The Engineer will supply the following services:

- A site meeting, or phone call, with the client to ensure that we fully understand the scope of work,
- Collect turning volumes at the intersection of Sutton Avenue and Black Mountain Avenue,
- A site visit to:
 - Evaluate current conditions at the intersection, and
 - Collect the sight distance at the intersection of Black Mountain Avenue and Sutton Avenue using the methodology described by the American Association of State Highway and Transportation Officials (AASHTO),
- Collect motor vehicle crash data at the intersection of Sutton Avenue and Black Mountain Avenue from the North Carolina Department of Transportation,
- Peak hour turning movement counts
- Recommend methods to mitigate the effects of safety concerns,
- A draft technical memorandum documenting the work described above for the Client's Review, and
- Prepare a final technical memorandum for the Client's use, documenting the work described above.

The Engineer will be available to meet with the council to discuss report and/or visit locations at hourly rate.

This task does not include preparation of contract documents.

This task will be invoiced in accordance with the on-call contract dated July 25th, 2024 and is not expected to exceed \$4,500.

JMTE will notify and gain approval from the Client before exceeding the estimated total fee.

ENGINEER:

CLIENT:

J.M. Teague Engineering, PLLC

Town of Black Mountain

Signature:

Signature:

Date:

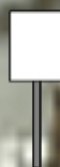
Date:





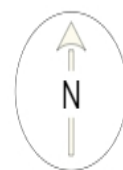




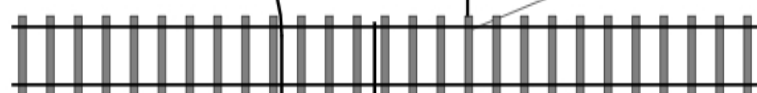


**NO STOPPING
ON TRACKs**

Parking Area



Sutton Ave.



← No Stopping on Tracks

Black Mountain Ave.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Richard Hicks, Interim Town Manager
MEETING DATE: June 8, 2026

AGENDA SECTION: Unfinished Business
DEPARTMENT: Administration

TITLE OF ITEM: Discussion of Lower Watershed Dam

SUGGESTED MOTION(S):

Discussion. Council may take action if warranted from the discussion.

SUMMARY:

Council will hear from Town staff about the Lower Watershed Dam project and discuss potential courses of action regarding the repair, breach, or inaction on the Lower Watershed Dam. Prior discussion outlined the engineering and regulatory considerations for this decision, but further discussion is warranted due to emerging information around budgetary and FEMA considerations. An alternative proposal from S&ME is attached.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Lower Pond Dam Breach Alternative
2. Response from PE for Town dam projects regarding no action alternative on Lower Watershed Dam



♦ **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 .	

1. Lower Watershed Lower Dam

I would advise that some level of repair be performed for the spillway. In a "Do-Nothing" approach, head cutting and undermining of the spillway structure will continue, particularly during large or extreme rain events. This could lead to erosion of the embankment soils along the spillway and ultimately a breach.

Obviously, we were focused on a replace-in-kind approach to follow the requirements for FEMA reimbursement. A full replace-in-kind option was recommended by FEMA and considered as the best approach considering the age of the concrete spillway structure. Besides dam decommissioning, I think there is one other option to consider for cost savings and that is a partial repair approach. With this approach, the existing intact portion of the concrete spillway would remain (~60%), and only the damaged and undermined portion of the spillway would be replaced. Hydraulic and Hydrologic Engineering calculations would be required to gage if riprap could be used for the spillway following a concrete transition zone – although riprap would require more frequent maintenance, particularly after extreme events. We did not have any H&H calculations budgeted for the replace-in-kind approach.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michael Sobol, Mayor **MEETING DATE:** June 8, 2026
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Discussion of Possible Bear-Related Action Plans

SUGGESTED MOTION(S):

Discussion will ensue and Council may direct staff to research bear-related action plans and/or ordinances.

SUMMARY:

Mayor Sobol has requested a discussion about bears and related action plans due to recent heavy bear activity in Black Mountain neighborhoods. A public meeting was held on May 20, 2026 at the Black Mountain Library with a representative from NC Wildlife providing information to those in attendance. According to BearWise.org, which is a resource that NC Wildlife utilizes, there are action plans available for communities in bear country. These include switching to bear-resistant trash containers and implementing effective ordinances and/or by-laws. Attached to this item are bulletins from [BearWise.org](https://www.bearwise.org) with this information.

Many towns, HOAs and communities have drafted and passed ordinances / regulations that support BearWise behavior. The ordinances can address such issues as wildlife-resistant trash storage, pet food storage, securing attractants, and feeding wildlife. Two ordinance examples that reference bears are attached in this agenda packet from the Town of Highlands, and Town of Montreat, on unlawful feeding of bears and bear-resistant trash cans.

BUDGET IMPACT:

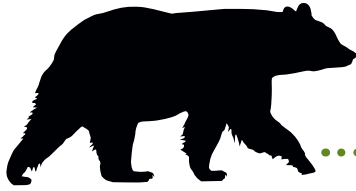
Is this expenditure approved in the current fiscal year budget? n/a

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

ATTACHMENTS:

1. BearWise Bulletin 4-Action Plan for Communities (ADA2024)

2. TOWN OF HIGHLANDS_ARTICLE_II.____WILD_ANIMALS
3. MONTREAT GENERAL ORDINANCE Chapter G, Article II - Solid Waste Disposal and Refuse Collection



Action Plan for Communities in Bear Country

Bears instinctively avoid people, but accessible garbage, backyard bird feeders, unprotected small livestock and other attractants can provide a hungry bear with more calories in just a few minutes than a day of foraging in the wild. Once bears learn to rely on neighborhoods and communities for easy, high-calorie meals, human-bear interactions and conflicts inevitably follow.

Good News: Implementing two established and proven long-term solutions will help protect people, property and bears.

Switch To Bear-Resistant Trash Containers

From residential polycarts to large commercial dumpsters, numerous companies produce containers built, tested and approved to resist the most persistent bears.

Studies show that requiring community-wide use of bear-resistant containers (BRCs) is 100% successful at keeping bears out of the garbage, helps keep bears out of communities altogether, reduces property damage and all types of negative interactions, improves community morale and makes residents feel safer.

To find more info about bear-resistant trash containers:
BearWise.org/keep-bears-out



How to Make Garbage Contracts BearWise

Waste management contracts won't include BRCs unless specified by HOA boards or town/county officials. Ask for a copy of the current contract.

Questions to Ask Decision Makers Who is the current provider and when does their contract expire? Can the contract be amended mid-term to specify BRCs? Are there any additional costs? Who decides what companies are asked to submit proposals?

Need Help Funding the Switch? Cost-sharing programs and/or grants can help cover initial costs and additional service fees for residents and businesses. HOAs, counties, communities, state agencies and wildlife advocacy groups may be able to help out. The waste services provider may be willing to spread costs over the life of the contract.

continued...



Cities/towns, counties and HOAs can specify only bids from waste removal companies that provide and service bear-resistant containers/dumpsters will be considered.

"Garbage, bird feeders, fruit trees and backyard small livestock are universally what brings bears near people."

Richard Beausoleil, Washington Department of Fish & Wildlife



Implement Effective Ordinances / Bylaws

Garbage isn't the only thing that attracts bears. Creating ordinances and bylaws that address community issues will set standards and make it easier for communities and agencies to make sure everyone does their part to protect people, property and bears.

Most towns / counties can enact ordinances anytime; annual changes are common. HOAs have a process for changing or passing bylaws. Bring leaders a well-crafted sample and show how it will help save money, reduce conflicts and property damage, and make the community safer.

Examples of Ordinances / Bylaws That Create Lasting Change:

- Store trash and garbage in bear-resistant containers or enclosures or inside a sturdy building until the morning of pick-up (for residents and businesses).
- Don't feed birds (seeds, nectar, suet, other foods) during months when bears are active.
- Feeding wildlife or feral cats, or using other attractants to attract wild animals, including bears, deer, turkeys and raccoons, is **not** allowed at any time.
- Small backyard livestock (i.e. chickens, goats), beehives, and fruit trees must be protected by electric fencing.

While every community is unique, many causes of human-bear conflicts are universal. To learn more about ordinances and bylaws other communities have enacted, please visit:

BearWise.org/community-resources



Where to Start

Get the Community Involved

Organize a community meeting and ask your state wildlife agency to do a presentation and answer questions. Ask residents to share stories and photos that highlight the issues. Identify what's attracting bears to your community, establish goals and brainstorm solutions. Invite residents and businesses to join in.

Send BearWise articles to local newspapers and community newsletters to help spread the word. Use social media to connect with neighbors and businesses.

Hand out free BearWise materials at community events and post on social media and local bulletin boards to show that proven BearWise solutions are known and implementing them is the right thing to do for people and bears.

Start a petition to show leaders that residents care, want them to take action and will support solutions.

Work with Leaders and Elected Officials

Make your voices heard by attending town council and HOA meetings, talking with leaders and connecting with them on social media. Review existing bylaws, ordinances and contracts (your state wildlife agency may be able to provide guidance on effective ways to change them or create new ones). Lasting change takes time. Continue to be proactive and focus on prevention.

BearWise Can Help Visit BearWise.org

- Sample ordinances and community success stories
- Free, printable fact sheets and checklists
- Fun stuff like magnets, stickers and signs
- Reprintable articles you can distribute

Prevention is the only effective, long-term solution.

Communities working together can keep people and property safe and bears wild.

Learn More:
BearWise.org

BearWise® is a program of the Association of Fish & Wildlife Agencies © 2024



ARTICLE II. WILD ANIMALS

Sec. 3-4. Bears.

- (a) Intentional feeding of bears is prohibited within the Town of Highlands.
- (b) Leaving food, garbage or any other substance in any manner that attracts or allows bears access is prohibited in the Town of Highlands.

(Ord. of 10-15-20)

Sec. 3-5. Violations.

Violations of this subsection shall be punishable by a civil penalty of two hundred fifty dollars (\$250.00).

(Ord. of 10-15-20)

Sec. 3-6. Enforcement.

Officers of the Highlands Police Department and/or North Carolina Wildlife Officers are responsible for enforcing this article within the corporate boundaries of the Town of Highlands.

(Ord. of 10-15-20)

Secs. 3-7—3-30. Reserved.

MONTREAT GENERAL ORDINANCE
CHAPTER G - HEALTH PROTECTION AND DISEASE PREVENTION

ARTICLE II: SOLID WASTE DISPOSAL AND REFUSE COLLECTION (Revised 2/13/2003);
(Revised 10/14/2010); (Revised 5/10/2012)

Section 1. Requirements. Solid Waste, except recyclable items, must be kept in paper or plastic bags and placed in metal or rigid plastic containers of not over forty (40) gallon capacity with proper lids. All cans are to be marked with house number legible for easy viewing.

An adequate number of garbage cans shall be required for any building to fully hold all solid waste generated. (If additional solid waste is placed outside of cans and cans are full then owner does not have adequate cans.)

Secure garbage cans (as defined in Section 1 of this Article) may be placed at roadside only on the morning of scheduled pick-up and shall be removed from the street by the following morning. Property owners or occupants who leave Solid Waste for collection on any day other than the scheduled pick-up day must place such Solid Waste in a bear-proof container. All bear-proof containers located in Town right of way shall be approved by the Town Administrator and Code Administrator in accordance with the guidelines listed below:

- 1) Containers manufactured by vendors using metal construction are approved as bear-proof when firmly anchored to the ground or other permanent object.
- 2) Containers that are not constructed as described above may be granted conditional approval subject to the following conditions:
 - i. The construction of the container must be of a solid, sturdy material on all sides and hinged openings must have secure latches.
 - ii. Containers must be securely anchored to the ground or other permanent object in a manner that will prevent tipping.
 - iii. If conditional approval is given and the container is broken into by bears, the owner will be notified immediately by the Town. The owner shall have thirty (30) days to either remove or replace the container with an approved metal container.
- 3) The location of the container shall be of sufficient distance from traveled roadway to minimize traffic hazards.
- 4) The container shall be located within the property owner's projected lines. If this is not possible due to terrain or other obstacles, the owner shall obtain and Montreat General Ordinances Chapter G – Health Protection & Disease Prevention Article II: Solid Waste Disposal and Refuse Collection 68 provide to the Town a copy of written permission from another property owner to locate the container within that owner's projected property lines.
- 5) Property owners with containers meeting the above requirements must apply for and receive written permission from the Town Administrator and Code Administrator to locate the container on public rights-of-way. A site plan, survey or some other type of accurate graphic representation indicating the specific location of the proposed container shall be provided along with the completed form: Application to Locate a Bear-Proof Garbage Container in the Public Right-of Way. Since the containers are not considered structures, a Certificate of Zoning Compliance is not required.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: June 8, 2026

AGENDA SECTION: New Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Authorization for Staff to Pursue an Order of Abatement and Recovery of Fines for 19 Timber Park Drive for Failure to Correct Zoning Violation

SUGGESTED MOTION(S):

I move to authorize staff to proceed with obtaining an order of abatement to remove the illegal storage containers and to collect the incurred fines through debt collection for 19 Timber Park Drive pursuant to the Town's Land Use Code, Section 1.11.

SUMMARY:

A courtesy was issued to 19 Timber Park Drive for illegal storage containers in July of 2025. From July to September of 2025, no actions were taken to correct the violation and a notice of violation was issued. The owners appealed the zoning violation with the Board of Adjustment in January of 2026 and the Board of Adjustment upheld the zoning violation. The owners provided an update in early March of 2026 that they had secured a place to move the storage containers to and would keep staff updated. As of March 17, 2026, no actions had been taken to correct the violation and notice of violation and citation were sent to the property owner. At this time fines began accumulating and a notice of fines due was sent to the property owner on May 6, 2026. As of this time, no action has been taken by the property owner to address the violation or pay the fines.

Per Section 1.11.8 (Court Injunctions or Order of Abatement) within the Town's Land Use Code, staff is asking Council to authorize applying to Superior Court for a mandatory injunction to comply with the Board of Adjustment order and applying for an order of abatement for removal of the storage containers. Per Section 1.11.10 (Civil Penalties) within the Town's Land Use Code, staff is asking Council to authorize recovering the penalties (fines) of \$500 in the nature of debt collection.

1.11.8 - Court injunctions or order of abatement.

A. Injunction. The planning director, zoning administrator or building inspector, may institute an

action in a court of competent jurisdiction for a mandatory or prohibitory injunction to correct a violation of these development regulations. Any person violating these development regulations shall be subject to the full range of equitable remedies provided in chapter 160D of the North Carolina General Statutes.

B. Order of abatement. In addition to an injunction, town enforcement agents may apply for and the court may enter into an order of abatement as part of the judgment in the case. An order of abatement may direct any of the following actions:

- 1. Buildings or other structures on the property be closed, demolished, or removed;*
- 2. Fixtures, furniture or other moveable property be moved or removed entirely;*
- 3. Improvements, alterations, modifications or repairs be made; or*
- 4. Other actions necessary to bring the property into compliance with these development regulations.*

C. Execution of court decisions. If the responsible party fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he or she may be cited for contempt and the town may execute the order of abatement. The town shall have a lien on the property for the cost of executing the order in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and by posting a bond for compliance with the order. The bond must be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter was heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within the time fixed by the judge. Cancellation of an order of abatement does not suspend or cancel an injunction issued in conjunction with the order.

1.11.10 - Civil penalties.

A. Pursuant to N.C.G.S. § 160A-175, the town may impose civil penalties in the form of fines for violation of its development regulations. Subsequent citations for the same violation may be issued by the enforcement official if the offender does not pay the citation (except as otherwise provided in a warning citation) after it has been issued, unless an appeal of the citation is pending.

B. The following penalties are hereby established:

- 1. Warning citation: Correct violation within timeframe established by written citation.*
- 2. First citation: Up to \$50.00, with each day considered a separate offense and a cumulative fine not to exceed \$500.00.*
- 3. Subsequent citations for same offense: \$500.00. If the offender fails to pay the civil penalties within 30 days after having been cited, the town may recover the penalties in a civil action in the nature of debt collection.*

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 26_06_08_RESOLUTION_19_TIMBER_PARK_DR
2. 25_07_03_19_timber_park_drive_courtesy_notice
3. 25_07_29_19_timber_park_drive_update_from_owner
4. 25_09_23_19_timber_park_drive_nov
5. 26_02_19_19_timber_park_drive_appeal_order
6. 26_03_04_19_timber_park_drive_update_from_owner
7. 26_05_06_19_timber_park_drive_notice_of_fines
8. 26_03_17_19_timber_park_drive_nov_citation

RESOLUTION #

RESOLUTION AUTHORIZING ABATEMENT OF ZONING CODE VIOLATION AND COLLECTION OF FINES AT 19 TIMBER PARK DRIVE (PIN #0618-69-1529.00000)

WHEREAS, the Town of Black Mountain (the “Town”) received an anonymous complaint in July 2025 about storage units that had been in place more than the allowed 120 days on the property located at 19 Timber Park Drive, Black Mountain, North Carolina, which property is listed of record as owned by Shane and Erin Lunsford (the “Property Owner”), through Deed recorded in Book 6025, Page 0066, Buncombe County, North Carolina Register of Deeds (the “Subject Property”); and

WHEREAS, Town staff conducted a site of visit of the Subject Property in July 2025 and confirmed the presence of two storage containers; and

WHEREAS, Town staff mailed a Courtesy Notice letter dated July 3, 2025, to the Property Owner both by regular mail and certified mail, informing them of the violation and that the storage containers need to be removed or a permit could be applied for to permit the storage containers as accessory structures; and

WHEREAS, the Property Owner sent an email dated July 29, 2025, to Russell Cate (the “Zoning Administrator”) with an update that they are looking for an alternate location to move the storage containers to and hoping to have them moved within the next weeks; and

WHEREAS, Town staff conducted a follow-up site visit, and noted that the storage containers remained in place; and

WHEREAS, Town staff mailed a Notice of Violation letter dated September 23, 2025, to the Property Owner both by regular mail and certified mail, informing them of the continued violation and that the shipping containers must be removed from the property; and

WHEREAS, the Property Owner filed an appeal of the Notice of Violation with the Town of Black Mountain Board of Adjustment (the “Board”) on September 26, 2025; and

WHEREAS, the Property Owner sent an email dated March 2, 2026, to Jennifer Tipton updating the office on the status moving the shipping containers and that a location had been secured to relocate the containers and are awaiting an updated lease; and

WHEREAS, the Zoning Administrator sent an email dated March 4, 2026, to the Property Owner informing them that staff would go by the Property two weeks from March 2, 2026, and take a photo to confirm the containers have been removed; and

WHEREAS, a Notice of Fine Payment Due and Continuing Violation dated May 6, 2026 was sent to the Property and Owner and it was made mention of the prior Notices of Zoning Violation and Citations dated February 2026, and March 17, 2026, that have been sent to the Property Owner indicating that a fine of \$50.00 a day would begin to accrue every day after 15 days of receipt of the Notice of Zoning Violation and Citation; and

WHEREAS, fines began to accrue on March 25, 2026, and as of April 3, 2026, the fines had accrued to the amount of \$500.00 and no remedy has been taken to resolve the violation; and

WHEREAS, there have been no additional discussions or actions from the Property Owner to remedy the violation or to pay the accrued fines; and

WHEREAS, in the interest of the public, health, safety, and welfare, and, as a result of the Property Owner of the Subject Property having failed to comply with the Notice of Fine Payment Due and Continuing Violation, the Town has determined that it is now necessary for the Town to proceed with an order of abatement through the court to remove the shipping containers as permitted in Chapter 1, Section 1.11.8 (B) of the Land Use Code and to seek the payment of accrued fines in the nature of debt collection as permitted in Chapter 1, Section 1.11.10 (B)(3) of the Land Use Code.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that pursuant to Chapter 1, Section 1.11.8 (B) and Section 1.11.10 (B)(3), Town staff is hereby authorized to obtain an order of abatement through the court to remove the storage containers and to seek the payment of accrued fines in the nature of debt collection in accordance with the terms of this Ordinance.

ADOPTED this 8th day of June 2026.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk

APPROVED AS TO FORM:

Craig Justus, Town Attorney



**Town of Black Mountain
Building, Planning and Zoning**

160 Midland Avenue ♦ Black Mountain ♦ North Carolina ♦ 28711
Phone: 828-419-9300 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-2962

COURTESY NOTICE

July 3, 2025

Shane Lunsford and Erin Lunsford
19 Timber Park Dr.
Black Mountain, NC 28711

Dear Property Owners,

This notice is in regards to a complaint received regarding storage units that have been in place for more than 120 days at 19 Timber Park Drive (Buncombe County Property ID Number 061869152900000). Item **B** in Section 4.7.13.3 (Temporary Uses) of Chapter 4 of Appendix A (Land Use Code) lists the requirements for storage units:

Requirements for storage units or "PODS"

- This section applies to temporary, self-contained storage units, not including trailers for office use or temporary shelter, which are intended to be picked up and moved to various locations on demand.
- The maximum time a temporary storage unit shall be placed on a parcel is 120 days.
- PODS shall be placed so as not to interfere with traffic or as to create a traffic hazard.

The two storage units have been at 19 Timber Park Drive no later than January of this year.

Please know that it is a violation of the Code of Ordinances to establish and maintain a use that is not permitted. Section 4.3.1 (A) of Chapter 4 explains that use of land must conform with zoning requirements:

No building or land shall be used or occupied and no building or structure or part thereof shall be erected, moved or structurally altered except in conformity with the town zoning regulations.

Note that per state statute, there is no such thing as a "use variance." In other words, the Board of Adjustment is not allowed to consider an application from a property owner to establish a use that's not permitted.

You are required to remove the storage units from your property.

You are advised that unless this violation is corrected or otherwise remedied within fifteen (15) days of receiving this courtesy notice, you will be subject to a notice of violation. AT THIS TIME, HOWEVER, THERE ARE NO FINES ASSOCIATED WITH THIS COURTESY NOTICE.

Please disregard this courtesy notice if the issue has already been corrected.

If you're interested in establishing an accessory structure on your property, this is the definition from Section 1.2.3 (Definitions) of Appendix A (Land Use Code):

A structure detached from a principal building and located on the same lot and incidental and subordinate to the principal building or use which is not used as a dwelling unit.

These are the requirements:

No more than two accessory structures shall be permitted per lot, per the following:

- For lots adjacent to public roads (*Timber Park Drive is a Town roadway*), accessory structures shall be located only in the side or rear yards. Accessory structures must be located no closer than five feet to the side or rear property lines.
- Accessory structures shall not be more than two stories.
- Accessory structures shall not cover more than 30 percent of the yard that they're placed in.

(reference: Section 4.5.4 of Chapter 4)

To permit an accessory structure, complete the enclosed residential permit application and submit it to Jennifer Tipton, Permit Coordinator: Jennifer.tipton@tobm.org, 828-419-9371. Or submit the application via GovWell: <https://app.govwelltech.com/black-mountain>

Put "N/A" for items that are not applicable. If you have questions about GovWell, contact Jennifer.

Any questions relating to this warning notice should be directed to this office.

Thank you for your cooperation in this matter.

Respectfully,

Russell Cate, Planner / Zoning Administrator (phone: 828-419-9373; email: russell.cate@tobm.org)

RESIDENTIAL PERMIT APPLICATION

www.townofblackmountain.org

PROPERTY INFORMATION			
Property Address:		PIN #:	
Property Owner:		Phone #:	Email:
Floodplain: ☐ Yes ☐ No		Flood Zone:	Flood Development Permit Required: ☐ Yes ☐ No
PERMIT TYPE (check appropriate permit type)			
☐ New Construction ☐ Manufactured Home ☐ Duplex ☐ Secondary Dwelling			
☐ Accessory Structure ☐ Deck/Patio ☐ Fence ☐ Addition ☐ Retaining Wall			
☐ Remodel/Renovation ☐ Demolition (WNC Air Quality Permit required)			
PROJECT INFORMATION			
Project Description: _____ _____ _____			
Total Project Cost: \$ _____ Duke Energy Premise #: _____			
Heated SF:	Covered Unheated SF:	Open Decks SF:	Asphalt/Concrete SF:
Area of Land Disturbed:	# of Bedrooms	# of Bathrooms	# of Kitchens
Gas Appliances: _____ _____			
(a gas schematic must be attached to this permit)			
ZONING INFORMATION			
Zoning District:	Height:	# of Parking Spaces:	Acreage:
Front Setback:	Side Setback:	Rear Setback:	Average Slope %:
A site plan showing the location of the structure and the distance to the property lines must be attached to this application.			
Is this project creating a duplex: ☐ Yes ☐ No			
CONTRACTOR INFORMATION			
General Contractor:	Phone #:	License #:	
Electrical Contractor:	Phone #:	License #:	
Plumbing Contractor:	Phone #:	License #:	
Mechanical Contractor:	Phone #:	License #:	

Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711
828-419-9300, option 4

RESIDENTIAL PERMIT APPLICATION

www.townofblackmountain.org

ADDITIONAL INFORMATION TO BE ATTACHED TO PERMIT APPLICATION

- ☐ 2 sets of plans ☐ MSD/Septic Permit ☐ Lien Agent ☐ Manual J Calculations
- ☐ WNC Air Quality Permit (required for demolition)
- ☐ Site Plan (must include a note stating the total added impervious area for the project, must include dimensions of impervious surfaces to be added during the project, and must indicate any existing impervious surfaces)

The undersigned hereby certifies that he/she is the contractor and authorized agent of the owner and the above information is correct to the best of his/her knowledge and hereby makes application for a permit and inspection of work described above. All work will be done in accordance with all applicable Federal, State, and local laws and regulations and that it is understood that this permit will expire if work is not commenced and inspected within six months of the date of issue. This permit will also expire if work stops at any time for 12 months or more and no inspections are performed to verify work in progress.

Signature

Date

Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711
828-419-9300, option 4

Russell Cate

From: Shane Lunsford <shane.lunsford@gmail.com>
Sent: Tuesday, July 29, 2025 4:26 PM
To: Russell Cate
Cc: eelunsford@gmail.com
Subject: Re: can you please give me an update on the containers?

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Russell,

We are working to sell the house and currently looking for an alternate location for them to be moved to. I am hoping in the next two weeks to have a location and get them scheduled to be moved.

If you know of any places that allow temporary placement of containers please let us know. We are also happy to apply for a permit for them if that is a simpler temporary solution until we can get them relocated which will happen either way as we are selling the home.

Thank you,

Shane Lunsford

On Tue, Jul 29, 2025 at 4:01 PM Russell Cate <russell.cate@tobm.org> wrote:

Good afternoon Shane and Erin,

Can you please give me an update on the containers?

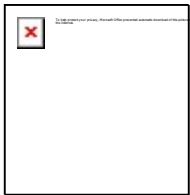
Thank you.

Russell B. Cate, CZO

Planner, Zoning Administrator

828-419-9373

Russell.cate@tobm.org



Town of Black Mountain, NC

[304 Black Mountain Ave. | Black Mountain NC 28711](#)

www.townofblackmountain.org

From: Shane Lunsford <shane.lunsford@gmail.com>

Sent: Thursday, July 10, 2025 3:08 PM

To: Ronnie McAbee <ronnie.mcabee@tobm.org>; Erin <eelunsford@gmail.com>

Subject: Container at 19 Timber Park

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Ronnie,

Sorry I missed you the other day. I wanted to reach out and follow up from your visit. We are working to relocate the containers and sell our home. Our hope is to have a new location for them in the near future.

I do apologize for any complaints you have been getting about the containers.

I will keep you updated and if you need anything please do not hesitate to contact me.

Thank you,

Shane & Erin Lunsford

828-280-9639



**Town of Black Mountain
Building, Planning and Zoning**

160 Midland Avenue ♦ Black Mountain ♦ North Carolina ♦ 28711
Phone: 828-419-9300 ♦ Fax: 828-669-2030 ♦ TDD: 1-800-735-2962

ZONING ORDINANCE VIOLATION

September 23, 2025

Shane Lunsford and Erin Lunsford
19 Timber Park Dr.
Black Mountain, NC 28711

RE: Zoning Ordinance Violation at 19 Timber Park Drive (Buncombe County Property ID Number 061869152900000), Black Mountain, NC 28711

Dear Property Owners,

A complaint of a zoning ordinance violation was received by this office. The violation is regarding storage units that have been in place for more than 120 days at 19 Timber Park Drive (Buncombe County Property ID Number 061869152900000). Item **B** in Section 4.7.13.3 (Temporary Uses) of Chapter 4 of Appendix A (Land Use Code) lists the requirements for storage units:

Requirements for storage units or "PODS"

- This section applies to temporary, self-contained storage units, not including trailers for office use or temporary shelter, which are intended to be picked up and moved to various locations on demand.
- The maximum time a temporary storage unit shall be placed on a parcel is 120 days.
- PODS shall be placed so as not to interfere with traffic or as to create a traffic hazard.

The two storage units have been at 19 Timber Park Drive since no later than January of this year.

Please know that it is a violation of the Code of Ordinances to establish and maintain a use that is not permitted. Section 4.3.1 (A) of Chapter 4 explains that use of land must conform with zoning requirements:

No building or land shall be used or occupied and no building or structure or part thereof shall be erected, moved or structurally altered except in conformity with the town zoning regulations.

Note that per state statute, there is no such thing as a "use variance." In other words, the Board of Adjustment is not allowed to consider an application from a property owner to establish a use that's not permitted.

You are required to remove the storage units from your property.

The Town's Code of Ordinances is available online at:

https://library.municode.com/nc/black_mountain/codes/code_of_ordinances

CORRECTIVE ACTION REQUIRED

You are hereby required to remove the storage units from your property.

The property must be brought into compliance within fifteen (15) days of receipt of this notice. Failure to comply may result in a notice and citation for which a civil penalty of \$50.00 shall be assessed per day. Pursuant to Chapter 1, Section 1.11.6 of the Town of Black Mountain Land Use Code, this enforcement decision may be appealed to the Board of Adjustment following all procedures documented therein and pasted below.

Any questions relating to this warning notice should be directed to this office.

Thank you for your cooperation in this matter.

Respectfully,

Russell Cate, Planner / Zoning Administrator (phone: 828-419-9373; email: russell.cate@tobm.org)

1.11.6 Notices of violations and right to appeal.

- A. When work or activity has been undertaken in violation of state law, this code or the terms of a development approval, a written notice of violation may be issued by the responsible enforcement official. The notice of violation shall be delivered by personal delivery, electronic delivery, or first-class mail to all responsible parties. The notice of violation may be posted on the property.
- B. The notice of violation shall include a description of the violation and the actions necessary to correct the violation and shall require such remedial action be taken within a prescribed time period not to exceed 90 days. The enforcement officer may extend the 90-day period at his or her discretion for reasonable mitigating circumstances, but must document the reasons for the extension. Enforcement officers may waive penalties in cases where emergency or temporary repairs have been made out of necessity for the welfare and safety of the public or structure.

If the violation at issue is a violation of the State Building Code, the property owner or party responsible for the violation may appeal the issuance of the citation to the Commissioner of Insurance pursuant to N.C.G.S. § 160D-1127.

For all other violations, the property owner or party responsible for the violation may appeal the issuance of the citation to the board of adjustment within 30 days of the date of the receipt of the written citation by filing an appeal application with the town clerk.

The town may use any combination of the actions and penalties provided in this section to prevent, correct, stop, abate, or penalize a violation of the development regulations.

BEFORE THE TOWN OF BLACK MOUNTAIN BOARD OF ADJUSTMENT
BUNCOMBE COUNTY, NC

SHANE AND ERIN LUNSFORD APPEAL OF)
ZONING ADMINISTRATOR'S DECISION)
NOTICE OF VIOLATION) ORDER
19 TIMBER PARK DRIVE)
BLACK MOUNTAIN, NC 28711)

THIS MATTER came up for hearing before the Town of Black Mountain Board of Adjustment (sometimes referred to hereinafter as "Board") at its January 15, 2026, meeting upon the appeal by Shane and Erin Lunsford of the Town of Black Mountain's Zoning Administrator notice of violation regarding temporary shipping containers at 19 Timber Park Drive, Black Mountain, NC 28711 ("19 Timber Park Drive");

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

1. Shane and Erin Lunsford ("Lunsford") appealed the Town of Black Mountain's Zoning Administrator's notice of violation that the temporary shipping containers at 19 Timber Park Drive have exceeded the allowable amount of time to remain on the property and are temporary in nature ("Appeal").
2. All required notices were mailed and published, and signs were properly posted regarding this Appeal.
3. No ex parte communications occurred with regards to this Appeal and no member of the Board reported any bias, conflict of interest, close familial or personal relationship, or financial benefits with regards to the parties, properties and issues on Appeal.
4. In addition to Lunsford and the Town, neighboring property owner John George ("George") was granted standing by the Board to fully participate in the hearing. All parties with standing were given the opportunity to offer oral testimony and to submit documentary evidence, as well as examine and cross-examine witnesses.
5. All witnesses and parties with standing were properly sworn in under oath to testify before the Board at the start of the hearing.
6. Russell Cate, The Town of Black Mountain's Zoning Administrator ("Zoning Administrator") was offered by the Town, and accepted by the Board, as an expert in urban planning without objection.
7. The Town admitted two exhibits into evidence as follows:

- a. Town's Exhibit #1 – Code Violation Case #54 – 19 Timber Park Drive
 - b. Town's Exhibit #2 – Excerpts from the Town of Black Mountain Land Use Code
8. Lunsford and George did not offer the testimony of any expert witnesses and did not admit any documents into evidence.
 9. The shipping containers located in the front yard of 19 Timber Park Drive are temporary storage and have been on the property in excess of 120 days.
 10. No competent, material and substantial evidence was presented to the Board that the containers are not being used for temporary storage and that they have been on the property for less than 120 days.

NOW, THEREFORE, based on the forgoing **FINDINGS OF FACT**, the Board hereby makes the following **CONCLUSIONS OF LAW**:

1. This Board has jurisdiction to hear and decide appeals of the Zoning Administrator's determinations under the Land Use Code of the Town of Black Mountain, NC.
2. The Board only considered the competent, material and substantial evidence presented by the Parties in connection with the Appeal.
3. This Board finds that the Zoning Administrator correctly determined that the shipping containers at 19 Timber Park Drive are temporary in nature and have been on the property in excess of the allowable time granted in the Town of Black Mountain's Land Use Code.
4. This Board further finds that the Zoning Administrator correctly issued a Notice of Violation for the shipping containers located at 19 Timber Park Drive for being in place longer than the allowable time, not having a building permit, and being placed in the front yard.

NOW, THEREFORE, based on the forgoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW**, the Town of Black Mountain Board of Adjustment **ORDERS** as follows:

Upon motion and second, this Board affirms, by a vote of 5-0 of the voting Board members present, the Zoning Administrator's determination that the shipping containers at 19 Timber Park Drive are temporary and have been on the property in excess of the allowable 120 days and that a Notice of Violation was correctly issued.

This the 19th day of February, 2026.

Town of Black Mountain Board of Adjustment
By: Lauren Dodgin
Lauren Dodgin, Chair

Russell Cate

From: Russell Cate
Sent: Wednesday, March 4, 2026 8:07 AM
To: shane.lunsford@gmail.com
Subject: re: 19 Timber Park

Thank you, Shane. We will go by to take a photo two weeks from March 2 (when you sent your email) to make sure the containers are gone. Two weeks from March 2 is March 16.
Thank you.

Russell B. Cate, CZO
Planner, Zoning Administrator
828-419-9373
Russell.cate@tobm.org

Town of Black Mountain, NC
304 Black Mountain Ave. | Black Mountain NC 28711
www.townofblackmountain.org

From: Shane Lunsford <shane.lunsford@gmail.com>
Sent: Monday, March 2, 2026 9:53 AM
To: Jennifer Tipton <jennifer.tipton@tobm.org>
Subject: 19 Timber Park

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Jennifer,

I just wanted to update your office on the status of moving the shipping containers on our property. We have secured a location to relocate them to currently awaiting updated lease for that location so we can move the containers. We are also working on lining up a company that can relocate them.

We are hoping to have this process completed in the next two weeks.

Thank you,

Shane Lunsford



TOWN OF BLACK MOUNTAIN

160 MIDLAND AVENUE • BLACK MOUNTAIN, NORTH CAROLINA 28711

Phone (828) 419-9300 • Fax (828) 419-7210 • TDD 800-735-2962

www.townofblackmountain.org

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C. Michael Sobol

Interim Town Manager

Richard N. Hicks

Town Council

Vice-Mayor Archie Pertiller
Council Member Alice Berry
Council Member Doug Hay
Council Member Pam King
Council Member Ryan Stone

Assistant Town Manager

Jessica Trotman

Town Clerk

Wesley M. Barker

NOTICE OF FINE PAYMENT DUE AND CONTINUING VIOLATION

May 6, 2026

Shane Lunsford and Erin Lunsford
19 Timber Park Dr.
Black Mountain, NC 28711

RE: Accumulated fine (including payment due) and violation for 19 Timber Park Drive (Buncombe County Property ID Number 061869152900000), Black Mountain, NC 28711

Dear Property Owners,

Investigation by the zoning administrator of the Town of Black Mountain reveals that the property noted above remains in violation of the Land Use Code of the Code of Ordinances of the Town of Black Mountain.

Specifically, the property in question is in violation of Section 4.7.13.3 (Temporary Uses) of Chapter 4 of Appendix A (Land Use Code) of the Town of Black Mountain due to the presence of illegal storage containers.

Notice of violation was provided to you by a Courtesy Notice dated July 3, 2025, and a formal Zoning Ordinance Violation dated September 23, 2025. You appealed the notice to the Town Board of Adjustment. On February 19, 2026, after conducting a hearing, the Board of Adjustment voted to affirm the zoning administrator's decision to issue the zoning violation. You were served with the Board's Order, a copy of which is enclosed. You did not appeal this Order.

Additional notices were provided to you by Zoning Ordinance Violation and Citations dated February 20, 2026, and March 17, 2026, that included the following:

THIS IS YOUR NOTICE OF VIOLATION, AND THE PENALTY OF \$50.00 PER DAY SHALL BEGIN TO ACCRUE FIFTEEN DAYS AFTER YOUR RECEIPT OF THIS NOTICE OF VIOLATION.

The penalty of \$50.00 per day begins to accrue on March 25, 2026, with \$50.00 for March 25, \$50.00 for March 26, and for each subsequent day, until the violating condition no longer exists.

You have incurred a total fine amount of \$500.00 per fines per Section 1.11.10 (Civil Penalties) of Appendix A (Land Use Code), as follows:

<u>DATE</u>	<u>AMOUNT</u>	<u>TOTAL</u>
March 25, 2026	\$50	\$50
March 26, 2026	\$50	\$100
March 27, 2026	\$50	\$150
March 28, 2026	\$50	\$200
March 29, 2026	\$50	\$250
March 30, 2026	\$50	\$300
March 31, 2026	\$50	\$350
April 1, 2026	\$50	\$400
April 2, 2026	\$50	\$450
April 3, 2026	\$50	\$500

To date, no steps have been taken to remedy the problem. This photo was taken May 6, 2026:



Contact this office to pay the \$500.00. If you fail to correct the zoning violation and pay the \$500.00 by **May 25, 2026**, the Town will likely bring a civil action to enjoin or abate the zoning violation and recover the penalties in a civil action in the nature of debt collection, per item **(B)(3)** of Section 1.11.10 which is:

Subsequent citations for same offense: \$500.00. If the offender fails to pay the civil penalties within 30 days after having been cited, the town may recover the penalties in a civil action in the nature of debt collection.

In addition, the Town may apply for a court order of abatement so as to have the containers removed including having a lien placed on your property for the cost of executing the order. This would occur per Section 1.11.8 (Court Injunctions or Order of Abatement) of Appendix A (Land Use Code) which is:

- A. *Injunction.* The planning director, zoning administrator or building inspector, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction to correct a violation of these development regulations. Any person violating these development regulations shall be subject to the full range of equitable remedies provided in chapter 160D of the North Carolina General Statutes.
- B. *Order of abatement.* In addition to an injunction, town enforcement agents may apply for and the court may enter into an order of abatement as part of the judgment in the case. An order of abatement may direct any of the following actions:
 - 1. Buildings or other structures on the property be closed, demolished, or removed;
 - 2. Fixtures, furniture or other moveable property be moved or removed entirely;
 - 3. Improvements, alterations, modifications or repairs be made; or
 - 4. Other actions necessary to bring the property into compliance with these development regulations.
- C. *Execution of court decisions.* If the responsible party fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he or she may be cited for contempt and the town may execute the order of abatement. The town shall have a lien on the property for the cost of executing the order in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and by posting a bond for compliance with the order. The bond must be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter was heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within the time fixed by the judge. Cancellation of an order of abatement does not suspend or cancel an injunction issued in conjunction with the order.

In summary, you must correct the zoning violation and pay the fines by May 25, 2026. Failure to do so by that date will likely lead to court intervention. Any questions relating to this notice should be directed to this office.

Thank you for your cooperation in this matter.

Respectfully,

Russell B. Cate, CZO
Planner, Zoning Administrator
828-419-9373
Russell.cate@tobm.org

Town of Black Mountain, NC
304 Black Mountain Ave. | Black Mountain NC 28711



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ZONING ORDINANCE VIOLATION AND CITATION (includes daily civil penalty of \$50.00)

March 17, 2026

Shane Lunsford and Erin Lunsford
19 Timber Park Dr.
Black Mountain, NC 28711

RE: Zoning Ordinance Violation and Citation for 19 Timber Park Drive (Buncombe County Property ID Number 061869152900000), Black Mountain, NC 28711

Dear Property Owners,

Investigation by the zoning administrator of the Town of Black Mountain revealed that the property noted above is in violation of the Land Use Code of the Code of Ordinances of the Town of Black Mountain.

Specifically, it was found that the property in question is in violation of Section 4.7.13.3 (Temporary Uses) of Chapter 4 of Appendix A (Land Use Code) of the Town of Black Mountain.

Notice of the violation was provided to you by a Courtesy Notice dated July 3, 2025, and a Zoning Ordinance Violation dated September 23, 2025. At their February 19, 2026, meeting, the Board of Adjustment voted to approve their order regarding your appeal; the order states that the Zoning Ordinance Violation dated September 23, 2025, was correctly issued.

Additional notice of the violation was provided to you by a Zoning Ordinance Violation and Citation dated February 20, 2026. It included the following:

THIS IS YOUR NOTICE OF VIOLATION, AND THE PENALTY OF \$50.00 PER DAY SHALL BEGIN TO ACCRUE FIFTEEN DAYS AFTER YOUR RECEIPT OF THIS NOTICE OF VIOLATION.

The penalty of \$50.00 per day begins to accrue on March 25, 2026, with \$50.00 for March 25, \$50.00 for March 26, and for each subsequent day, until the violating condition no longer exists.

To date, no steps have been taken to remedy the problem. This photo was taken today:



Section 1.11.10 (Civil Penalties) of Appendix A (Land Use Code) of the Town of Black Mountain Code of Ordinances states:

- A. Pursuant to N.C.G.S. § 160A-175, the town may impose civil penalties in the form of fines for violation of its development regulations. Subsequent citations for the same violation may be issued by the enforcement official if the offender does not pay the citation (except as otherwise provided in a warning citation) after it has been issued, unless an appeal of the citation is pending.
- B. The following penalties are hereby established:
 - 1. *Warning citation:* Correct violation within timeframe established by written citation.
 - 2. *First citation:* Up to \$50.00, with each day considered a separate offense and a cumulative fine not to exceed \$500.00.
 - 3. *Subsequent citations for same offense:* \$500.00. If the offender fails to pay the civil penalties within 30 days after having been cited, the town may recover the penalties in a civil action in the nature of debt collection.

Any questions relating to this notice should be directed to this office.

Thank you for your cooperation in this matter.

Respectfully,

Russell Cate, Planner / Zoning Administrator (phone: 828-419-9373; email: russell.cate@tobm.org)



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jamey Matthews, Public Works Director **MEETING DATE:** June 8, 2026

AGENDA SECTION: New Business **DEPARTMENT:** Public Works

TITLE OF ITEM: Bid Proposal Acceptance from CES Engineers Group

SUGGESTED MOTION(S):

I move that Council except the bid proposal from CES Engineers Group to perform Lead and Copper line inventory for the Town of Black Mountain.

SUMMARY:

This proposal recommends acceptance of a comprehensive Lead and Copper Inventory project to ensure the Town's drinking water system complies with current and forthcoming state and federal regulatory requirements, including EPA's Lead and Copper Rule Revisions. The inventory will identify the material composition of all service lines-public and private-within the water system, with a specific focus on locating any lead or galvanized service lines requiring replacement. Completing this work now will help avoid future enforcement actions, ensure regulatory compliance by mandated deadlines, and support transparent communication with residents regarding drinking water safety.

BUDGET IMPACT:

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

If no, describe how it will be funded. The Town has applied for and anticipates funding through the North Carolina Departmental of Environmental Quality – Drinking Water State Revolving Fund – Lead Service Line Replacement (DWRFR-LSLR) fund in the amount of \$500,000.

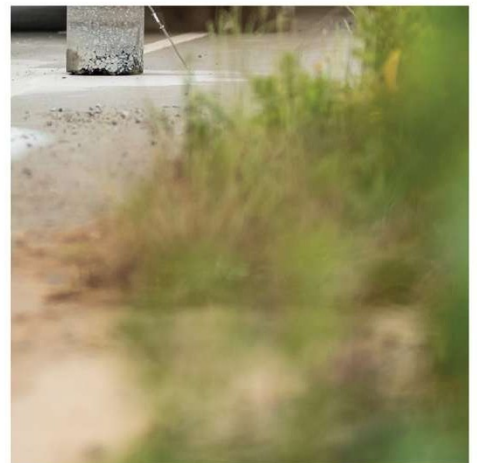
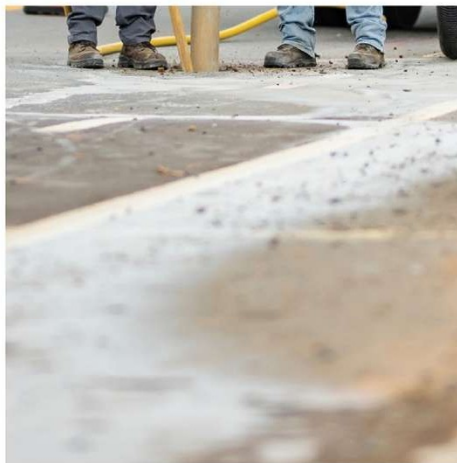
ATTACHMENTS:

1. CES Engineers Lead Service Line Inventory - Soft Digs Proposal dated May 27, 2026

Town of Black Mountain - TOBM

Lead Line Service Inventory – Soft-Digs

SUE Level A Project



Proposal #: 30503.0526.U

Charlotte, NC

3525 Whitehall Park Drive
Suite 150
Charlotte, NC 28273
T: 704.489.1500

Morrisville, NC

600 Airport Boulevard
Suite 300
Morrisville, NC 27560
T: 984.336.5040

Columbia, SC

1411 Gervais Street
Suite 402
Columbia, SC 29201
T: 803.818.2442



CES Group Engineers, LLP
3525 Whitehall Park Drive, Suite 150
Charlotte, NC 28273
(704) 489-1500

May 27, 2026

Town of Black Mountain (TOMB)

160 Midland Ave.
Black Mountain, NC. 28711

RE: TOBM Lead Line Service Inventory
Town of Black Mountain (see exhibit A)
Proposal #: 30503.0526U

Thank you for giving CES Group Engineers, LLP (CES) the opportunity to submit this proposal to provide professional SUE services.

Our Scope of Services (Scope), fees, assumptions and exceptions are attached as Exhibit A. Please review the Scope and let us know if you require any modifications. Exhibit B includes our applicable unit rates schedule, which may be applied to any additional services requested. The performance of the proposed Scope of Services is subject to our General Conditions for Engineering & Surveying Services (attached), which are incorporated into and made a part of this proposal for your acceptance. In the event of a conflict, the Assumptions and Exceptions as outlined in Exhibit A take precedence over the general conditions.

A signed and returned copy of this proposal will be considered as our notice to proceed. We look forward to working with you on this project.

Sincerely,

CES Group Engineers, LLP

FIRM OVERVIEW

CES Group Engineers, LLP (CES) is a consultant to the public and private sectors with a wide-ranging expertise and extraordinary depth of experience. CES provides Civil Engineering, Land Surveying, Subsurface Utility Engineering (SUE), Utility Coordination, and Environmental Consulting Services. We are an award-winning, Woman-Owned Small Business Enterprise, certified at the local, state and federal levels. At CES, we pride ourselves on successfully meeting client expectations through our ability to seamlessly acclimate to client needs while staying proactive in project involvement and ensuring high-quality results and responses. Our personnel are well-equipped and dedicated to achieving the common goal of the community we serve. CES is a provider of the following services:



Design Division Services

- Civil Engineering
- Construction Administration
- Landscape Architecture
- Utility Coordination
- Urban Design
- Land Planning
- Transportation Enhancement Services
- Lighting Design
- Stormwater & Drainage System Design
- Hydraulic Analysis
- Roadway Streetscape Design
- Soil Erosion Control
- Sanitary & Water Design



Environmental Division Services

Facilities

- Site Assessment & Remediation - Phases I, II, & III
- Property Condition Assessment
- Industrial Auditing & Compliance
- Cleanup & Decommissioning
- Waste Stream Management
- Spill Prevention, Control, & Countermeasure (SPCC)
- Health & Safety Plans

Soil, Ground Water, & Surface Water

- Leaking Underground Storage Tanks (LUST) Sites
- Above Ground Storage Tank (AST) Sites
- Dry Cleaning Facilities
- Landfills
- Brownfields & Industrial Sites
- Investigation Modeling, Remediation, Closure, & Trust Fund Reimbursement



Geomatics Division Services

Land Surveying

- Boundary Surveys for Acquisition, Easements, & Disputes
- ALTA/ACSM Land Title Surveys
- Platting & Parcel Monumenting
- Residential & Commercial Subdivision

Design & Construction Surveying

- 3-D Scanning
- Topographic Surveys
- Utility & Transportation Route Surveys
- Construction Staking for Residential, Commercial, & Public Infrastructures
- Mapping Control Surveys
- Utility Inventory Surveys
- As-Built Surveys

Subsurface Utility Engineering (SUE)

- Electromagnetic (EM) Locating
- Ground Drilling Penetrating Radar (GPR)
- Interior Locating (Walls/ Foundations)
- Locate Underground Storage Tanks, Non-Metallic, & Abandoned Lines
- Locate Water, Sewer, Electric, Fiber, Telecom, & Gas Services
- SUE Quality Levels A, B, C, D
- Vacuum Excavation (Air/Hydro)

CES Core Values



INNOVATION



STEWARDSHIP



SYNERGY



PURPOSE INSPIRED



AUTHENTICITY

SCOPE OF SERVICES

Date: May 27, 2026

Project: Lead Line Service Inventory (Soft-Digs) Level A SUE

Proposal #: 30503.0526.U

CES will perform the following professional services for this project:

Project Scope

Level A SUE – Vacuum Excavation Test Holes

Soft-Dig on both sides of the meter to identify material.

TASK 1

Level A Test Holes – Soft-Digs

Phase 1: ~1600 Water Meters

CES Group Engineers (CES) will perform approximately sixteen hundred (~1,600) Soft-Dig Subsurface Utility Engineering (SUE) Quality Level A (QL-A) utility test holes in general accordance with ASCE 38-22, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

CES will perform the following scope of work:

- CES will set up each test hole (front and back of meter) by deploying electromagnetic (EM) and ground-penetrating radar (GPR) technologies to designate and confirm the target utility prior to initiating vacuum excavation activities.
- CES will perform approximately sixteen hundred (~1,600) vacuum excavation test holes at locations selected by the Client. Charges for these activities will be billed at the unit rates listed below, including any additional "Task" charges.
- CES will obtain Lead Line Inventory data based on the Client's documentation requirements, including photographs at each test hole (meter) location.
- CES will obtain the utility material type where reasonably ascertainable, along with any data the Town of Black Mountain (TOBM) can provide to support the material determination.
- If air excavation is used, all spoils removed from the test hole will be placed back in the hole and compacted in 6-inch lifts. Spoils not suitable for backfill will be removed from the project site. CES assumes no contaminated soil will be present; contaminated material requiring special handling or decontamination will be subject to a cost-plus change order.
- If test holes are located within solid surfaces (asphalt or concrete), the surface will be restored using asphalt cold patch or concrete mix. Any additional or enhanced surface restoration requirements, if necessary, will be billed at cost-plus and approved by the Client prior to performing the work.
- Maintenance of Traffic (MOT), if required, will be billed at cost as a direct pass-through to the Client. Rates provided herein are for budgeting purposes only, as actual costs may vary based on specific test hole location requirements. The typical rate for a lane closure is approximately \$2,200.00 per day and will be billed separately as a pass-through cost to TOBM.

- In the event a utility line is ruptured during the soft-dig process, TOBM will be responsible for performing the necessary repairs and covering all associated restoration costs, including any lead line repairs that may require specialty trade permits.

TASK 2

Change Orders – Cost+ (As needed)

CES reserves the right to escalate and seek approval for change order(s) if any unforeseen issues arise. This includes, but is not limited to, low water tables, property restoration needs, subsurface obstructions, utility conflicts, slope and elevation challenges, or any other conditions that materially impact the scope, schedule, or cost of the work. Any approved change order(s) will be billed on a cost-plus basis.

TASK 3

Traffic Control rates are not included and will be billed as a **100% pass-through cost**. The client will be invoiced for any location requiring traffic control services, and CES will notify the client in advance for approval prior to incurring any related charges.

FEE SCHEDULE

Fee Summary Table					
Task	Task Description	Cost Method	Unit Cost	Units	Total Cost
1	Level A SUE (Soft-Digs)	Lump Sum	~\$300.00	~1600	\$500,000.00
2	Change Orders (cost+)	TOBM Approval Req	TBD	TBD	TBD
3	Traffic Control (\$2,200.00/day)	Unit Price (NTE)	\$2,200.00	TBD	TBD

Additional services not listed above may require an additional fee. Notifications of such required revisions to Scope will be confirmed in writing between CES & Client prior to the completion of the scoped amount.

If site conditions and or untraceable utilities exist, Level B efforts may result in facilities that are unable to be designated. In this case the client will be notified, and further exploratory digging utilizing vacuum excavation can be performed at additional fees upon the client's approval.

The above fees are good for 120 days from the date on the first page. Contracts signed and returned past 120 days could constitute an adjustment.

ALL work is to be performed by CES, which is certified by NCDOT & SCDOT as a DBE/WBE/SBE, and is NCHUB certified.

ASSUMPTIONS & EXCEPTIONS

Fees include all travel, mileage, supplies, calculations, and supervision.

CES will perform work for Client and/or Client's designated representative only. Work requested by others must first be approved by Client either in writing or verbally followed by written backup communication.

SCHEDULE

CES Group will be available to begin work two (2) to three (3) weeks after receipt of notice to proceed. (see addendum below) CES will consider a signed and returned copy of this proposal as official notice to proceed. This schedule will be good for five (5) business days; If notice to proceed is received after five (5) business days the schedule is subject to change.

Addendum:

CES Group will make every effort to begin work on or after July 1, 2026, provided TOBM returns the signed and executed contract shortly after the June 8, 2026, TOBM meeting. CES Group requests sufficient lead time to conduct a kickoff meeting with TOBM and allow the Town to notify its customers. Lastly, CES Group and TOBM agree that the project will be completed in its entirety no later than October 31, 2027, subject to delays resulting from force majeure events.

PAYMENT FOR SERVICES

CES will invoice Client monthly for scope items and Additional Services. Invoices will be based on the percent complete of each task included. Payment by Client will be due immediately and will be considered past due within 30 days of invoice date. CES Group Engineers, LLP, is a provider of professional services and is therefore not subject to the withholding of retainage fees by Client.

2026 STANDARD FEE SCHEDULE – HOURLY RATES

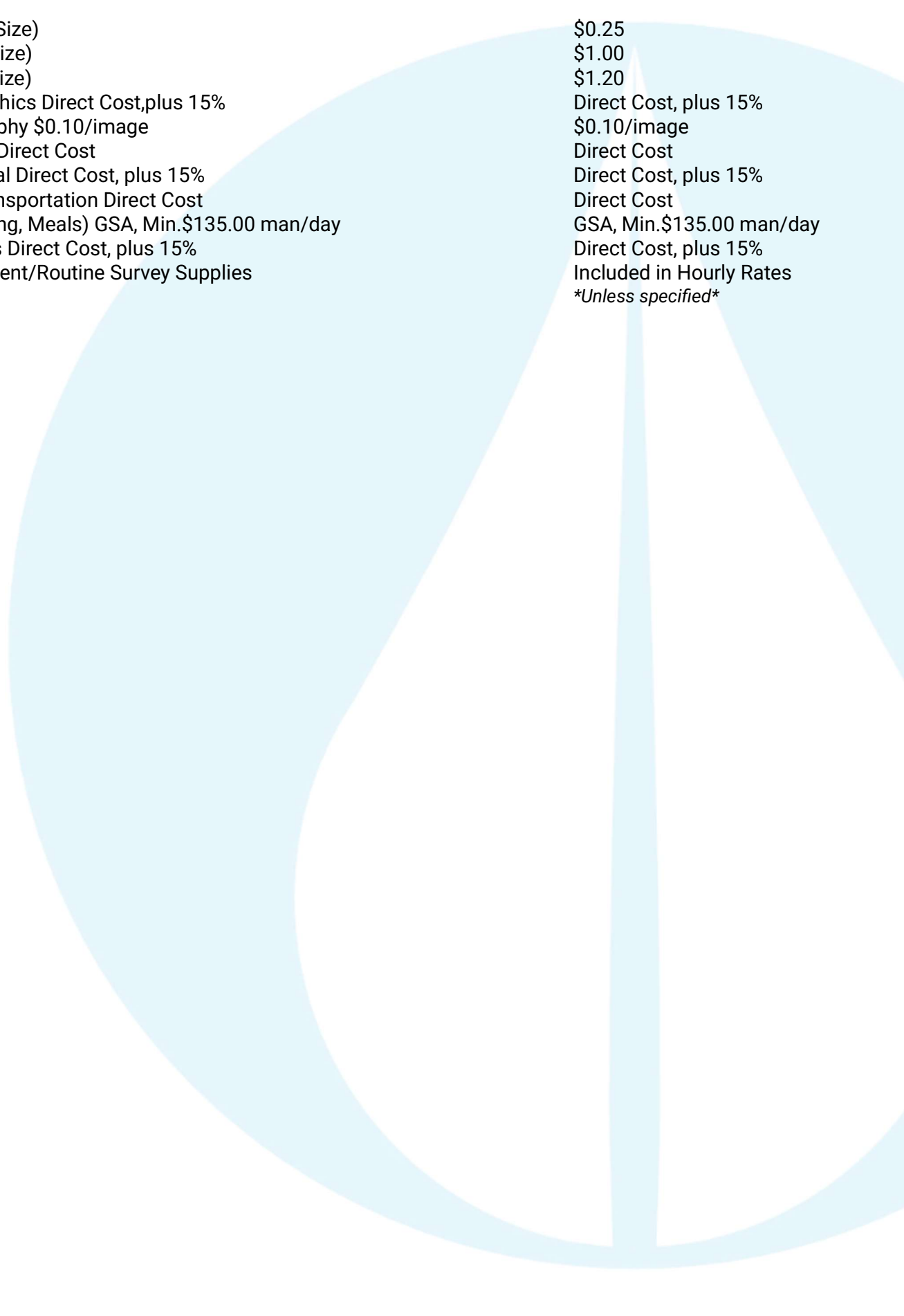
GEOMATICS DIVISION

Classification	Hourly Rate
Principal Surveyor	\$ 260.00
Division Manager / Supervisor	\$ 245.00
SUE / Survey Operations Director	\$ 210.00
Survey Operations Manager / SUE Operations Manager	\$ 195.00
Professional Land Surveyor	\$ 185.00
1-Man Survey Crew	\$ 170.00
2-Man Survey Crew	\$ 185.00
3-Man Survey Crew	\$ 210.00
2-Man SUE Crew	\$ 195.00
Survey / SUE Project Manager	\$ 150.00
SUE Analyst	\$ 180.00
VAC Truck Crew	\$ 315.00
Field Scanning Crew	\$ 235.00
UAV Drone Crew	\$ 245.00
3D Data Processor	\$ 185.00
GPS Field Crew	\$ 185.00
Sr. CAD Technician	\$ 130.00
CAD Technician	\$ 120.00
Field Survey Supervisor / Data Processor	\$ 130.00
Administrative Assistant	\$ 85.00

The rates above will be increased by 25% for nighttime work

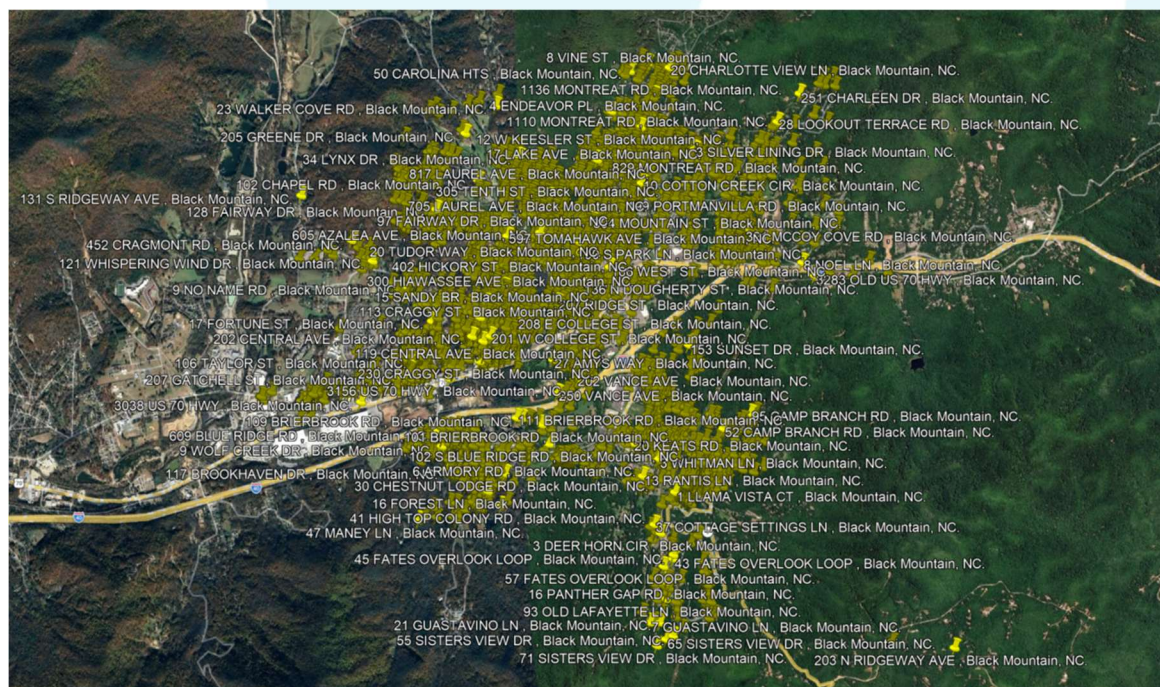
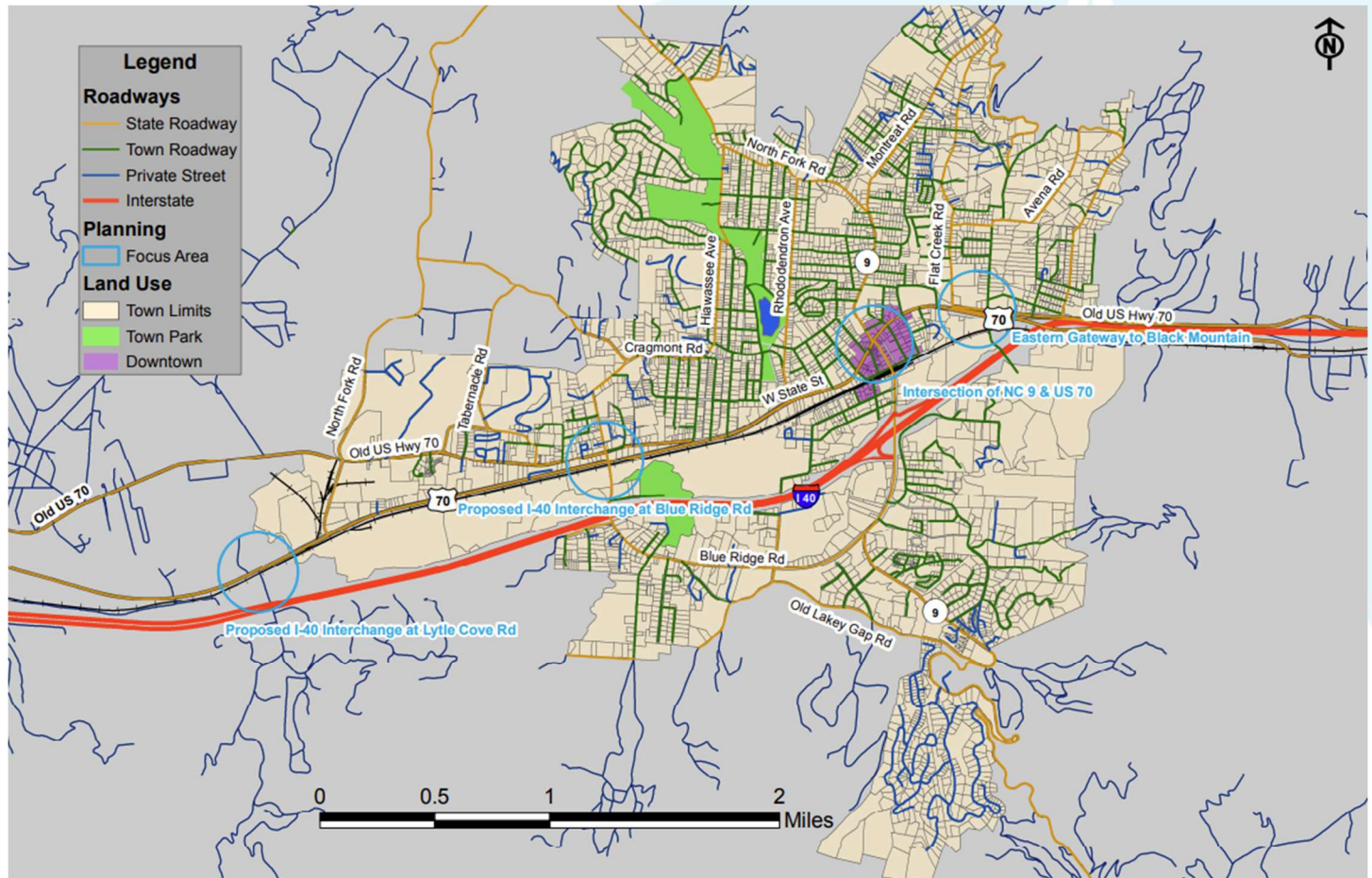
REIMBURSABLE EXPENSES

Classification	Rates
Outside Prints & Copies Direct Cost	Direct Cost, plus 15%
In-house Prints & Copies	\$0.45/sf
Photocopies (A Size)	\$0.20



Photocopies (B Size)	\$0.25
Color Prints (A Size)	\$1.00
Color Prints (B Size)	\$1.20
Other Reprographics Direct Cost,plus 15%	Direct Cost, plus 15%
Digital Photography \$0.10/image	\$0.10/image
Mail & Shipping Direct Cost	Direct Cost
Equipment Rental Direct Cost, plus 15%	Direct Cost, plus 15%
Commercial Transportation Direct Cost	Direct Cost
Per Diem (Lodging, Meals) GSA, Min.\$135.00 man/day	GSA, Min.\$135.00 man/day
Outside Services Direct Cost, plus 15%	Direct Cost, plus 15%
Mileage/Equipment/Routine Survey Supplies	Included in Hourly Rates
	<i>*Unless specified*</i>

Exhibit A



Google Map is not All-Inclusive, and some meter locations didn't have a correct address to pin

GENERAL CONDITIONS FOR ENGINEERING & GEOMATICS SERVICES

1. PARTIES, SCOPE OF WORK: This "agreement" consists of the CES Group Engineers, LLP ("CES") proposal, CES' Schedule of Fees and Services, Clients' written acceptance thereof, if accepted by CES, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by CES (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purposes of ordering and directing the services to be performed by CES, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by CES for its services are predicated on the conditions and the allocations of risks and obligations expressed in these general conditions. Client shall communicate these General Conditions to each and every third party to whom Client transmits any work product prepared by CES. Unless otherwise expressly assumed in writing, CES shall have no duty to any third party and in no event shall CES have any duty or obligation other than those duties and obligations expressly set forth in this agreement. Ordering services from CES shall constitute acceptance of CES' proposal and these General Conditions.

2. GENERAL: CES shall perform for Client professional engineering and/or surveying services in all phases of the Project to which this Agreement applies. These services will include serving as Client's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services.

3. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for CES to take immediate measures to protect health and safety. CES agrees to notify Client as soon as practically possible should such materials be suspected or discovered. Client agrees to reimburse CES for the reasonable cost of implementing such measures under the circumstances. Client assumes full responsibility of compliance with applicable Federal, state or local statutes or regulations governing the generation, handling, treatment, storage, transportation and disposal of contaminants or other refuse.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised CES of any known or suspected contaminants, utility lines and underground structures at any site at which CES is to perform services under this agreement. Client agrees to defend, indemnify and save CES harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to CES' performance of its services and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to CES by Client. In the event that CES' undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

5. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for CES to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to CES that Client has obtained all necessary permissions for CES to enter upon the site and conduct its services. Client shall, upon request, provide CES with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to CES. Client acknowledges that it is not CES' responsibility to notify any such property owner or tenant of the discovery of actual or suspected pollutants. Client further

recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by CES with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by CES pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risk thereof. CES shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, CES has not included in its fee the cost of restoration of damage that may occur. If Client or possessor of any interest in any site desires or requires CES to restore the site to its former condition, upon written request from Client, CES will perform such additional work as is necessary to do so, and Client agrees to pay CES the costs thereof plus CES' normal mark up for overhead and profit.

6. SCHEDULING OF SERVICES: The services set forth in this agreement will be accomplished in a timely and workmanlike manner. If CES is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, third parties or due to any cause beyond the direct reasonable control of CES, Client agrees to pay such additional charges, if any, as may be applicable.

7. CLIENT'S RESPONSIBILITIES: Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf with respect to all aspects of the Project, examine and respond promptly to CES submittals, and give prompt written notice to CES whenever Client observes or otherwise becomes aware of any defect in the work.

Client shall furnish to CES applicable and available borings, subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning and deed restrictions, all of which CES may rely upon in performing service hereunder.

Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

Client shall designate a party having authority for coordinating the activities of the various prime contractors, in the event that more than one prime contract is awarded. Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

8. WARRANTIES: CES' professional services will be performed, its findings obtained and its reports, plans or specifications prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services hereunder, CES will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community in which the services are being performed. In performing physical work, CES will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either expressed or implied. Statements made in CES reports are opinions made on the basis of professional judgment, and are not to be construed as representations of fact. In no event shall CES have any liability to any party for any loss, cost or damages unless the assumptions or criteria given to CES and upon which CES predicates its work are in fact found to be an accurate description of extant conditions and unless recommendations made by CES are rigorously followed.

Should CES or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon CES' services or work agree that the maximum aggregate amount of damages for which CES, its officers, employees and agents shall be liable is limited to \$25,000 or the total amount of the fee paid to CES for its services performed with respect to the project, whichever amount is less.

In the event that Client is unwilling or unable to limit the damages for which CES may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of CES' proposal together with payment of an additional fee in the amount of 5% of CES' estimated cost for its services (to be adjusted to 5% of the amount actually billed by CES for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of CES' fee, whichever is the less. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

Client acknowledges that CES is a Limited Liability Partnership, and agrees that any claim made by the Client arising out of any act or omission of any partner, director, officer or employee of CES in the execution or performance of this agreement shall be made against CES and not against such partner, director, officer or employee, and Client waives any claim against all CES partners, directors, officers and employees.

In soils, foundation, groundwater and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, change or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of CES.

9. INDEMNITY: Subject to the provisions set forth herein, CES and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suites, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. CES and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

10. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve percent (12%) or the maximum interest rate permitted under applicable law, whichever is the lesser, until paid. Client agrees to pay CES' cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

11. TERMINATION: This agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, CES shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that CES has agreed to provide

clean-up services pursuant to paragraph 3 of this Agreement, CES shall be entitled to recover anticipated profits, in the event of termination.

12. SUBPOENAS: CES' employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay CES pursuant to CES' then current fee schedule for any CES employee(s) subpoenaed by any party as an occurrence witness as a result of CES' services.

13. OTHER AGREEMENTS: CES shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement or any provision wherein CES waives any rights to a mechanics' lien, or any provision conditioning CES' right to receive payment for its services upon payment of Client by any third party. These General Conditions are notice, where required, that CES shall file a lien whenever necessary to collect past due amounts. This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or CES' services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

14. OWNERSHIP OF WORK PRODUCTS: All designs, drawings, specifications, documents, models, electronic files and other work products shall remain the property of CES. Work products specific to the subject project shall not be reused without written authorization from CES.

15. MECHANIC LIENS: CES shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement or any provision wherein CES waives any rights to a mechanics' lien, or any provision conditioning CES' right to receive payment for its services upon payment of Client by any third party. These General Conditions are notice, where required, that CES shall file a lien whenever necessary to collect past due amounts.

16. ATTORNEY'S FEES AND EXPENSES: Should CES or Client be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of failure of the other respective party to perform any obligation pursuant to the terms of this contract, the prevailing party shall be entitled to any reasonable attorney's fees, costs, and expenses (including expenses of litigation).

17. NEGOTIATION OF AGREEMENT: Both Client and CES agree that they have participated in negotiating the terms of this Agreement, and the preparation thereof.

18. GOVERNING LAW: This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of North Carolina. Any action at law, suit and equity, or other judicial proceeding for the enforcement of this Agreement, or any provision thereof, shall be instituted only in any court of competent jurisdiction in Mecklenburg County, North Carolina.

SIGNATURE PAGE

CES GROUP ENGINEERS, LLP

Robert Yu
SUE Operations Manager - Charlotte
O: 984.280.3727 M: 980.408.6390
E: ryu@ces-group.net

CES Group Engineers
3525 Whitehall Park Drive
Suite 150
Charlotte, NC 28273

Prepared By:

Robert Yu

Approved:

Company Name

Town of Black Mountain (TOBM)

Address

Phone / Email

Signature

Printed Name / Title

Charlotte Office

3525 Whitehall Park Dr.
Suite 150
Charlotte, NC 28273
704.489.1500

Raleigh Area Office

600 Airport Blvd.,
Suite 300
Morrisville, NC 29201
984.336.5040

Columbia Office

1411 Gervais St.
Suite 402
Columbia, SC 29201
803.818.2442

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TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Budget Analyst **MEETING DATE:** June 8, 2026
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: Consideration of Contract Extension with McAdams Company, Inc. (Traffic Planning and Design, Inc. (TPD))

SUGGESTED MOTION(S):

Motion to approve the contract extension with McAdams for on-call services for an additional term of three (3) years.

SUMMARY:

Purpose:

Consider approval of a contract extension with The John R. McAdams Company, Inc. for professional services related to the January 4, 2024, agreement.

Background:

The original professional services agreement, executed on January 4, 2024, includes an option for the Town and the Contractor to mutually renew the contract for an additional three-year term through a written renewal agreement. Since the execution of the original contract, Traffic Planning & Design, Inc. (TPD) has been acquired by The John R. McAdams Company, Inc.

Summary of Renewal:

The proposed contract extension would renew the agreement through June 30, 2029. All terms and conditions contained in the January 4, 2024 agreement will remain in effect, along with an added dispute resolution provision requiring the parties to first attempt to resolve disputes through informal negotiations. If a resolution cannot be reached, any legal action must be filed in the courts of Buncombe County, North Carolina.

Staff Recommendation:

Approve the contract extension with The John R. McAdams Company, Inc. through June 30, 2029.

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. McAdams On-Call Contract Extension Draft (with revisions)
2. McAdams On-Call Contract (Jan 2024)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS CONTRACT EXTENSION is entered into this _____, 2026, by and between the **Town of Black Mountain**, (hereinafter referred to as the "Town"), and **The John R. McAdams Company, Inc.**, an NC, Registered Corporation authorized to do business in the state of North Carolina (hereinafter referred to as the "Contractor").

W I T N E S S E T H

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Option to Renew Clause of the Contract with Traffic Planning and Design, Inc. (TPD) (which has since been acquired by The John R. McAdams Company), dated January 4, 2024

The professional services contract agreement between the Town and Contractor, dated January 4, 2024, attached hereto as Exhibit "A," states "the parties may mutually agree to renew this Agreement for an additional term of three (3) years by executing a written renewal agreement before or within 30 days after the expiration of the initial Agreement."

The renewal agreement will extend the Agreement between the Town and Contractor to June 30, 2029 with the incorporation of all terms outlined in the January 4, 2024 agreement and any additional clause(s) outlined in this renewal agreement as set forth below.

2. Additional Clauses:

2. Dispute Resolution:

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, and between the parties hereto, the parties agree to attempt in good faith to resolve the dispute through informal negotiations. If the parties are unable to resolve the dispute, the parties agree to file suit, if necessary, in the courts of Buncombe County, North Carolina.

CONTRACTOR SIGNATORY FORM

BY: _____ The John R. McAdams Company Inc.
Name of Corporation

Signature: _____
Member/Manager

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State do hereby
certify that _____, Member/Manager of _____, a
corporation registered in the State of North Carolina, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this _____ day of _____, 20____

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

Notary Public

My Commission Expires: _____

NOTARY ACKNOWLEDGMENT

By: _____
Richard N. Hicks, Interim Town Manager
Town of Black Mountain, North Carolina

BUNCOMBE COUNTY, NORTH CAROLINA

I certify that the following person personally appeared before me this day and acknowledged to me that he or she signed the foregoing document in his or her official capacity as Interim Town Manager of the Town of Black Mountain, North Carolina: **Richard N. Hicks.**

Date: _____

Official Signature of Notary

Notary's printed or typed name

(Official Seal)

My commission expires: _____

THE TOWN OF BLACK MOUNTAIN PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made this 4th day of January, 2024 by and between **The Town of Black Mountain** organized and existing under the laws of the State of North Carolina with its principal place of business at Town Hall, 160 Midland Avenue, Black Mountain, NC 28711 (hereinafter the "Town") and **Traffic Planning and Design, Inc. (TPD)** with a place of business at 80 Charlotte Street, Suite 40, Asheville, NC 28801 (hereinafter the "Consultant").

WHEREAS, Town has agreed to retain Consultant to provide the requested services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and intending to be legally bound, and it being further understood and agreed that the Agreement shall be subject to the laws of the State of North Carolina, it is agreed and covenanted as follows:

1. **SCOPE OF WORK.** The services described in this section shall be referred to herein as the "Services". Consultant, and its subconsultants, can provide traffic engineering services, including transportation planning, review services, and municipal roadway and structural design, as authorized by the Town, in accordance with applicable Town and/or NCDOT standards.

As part of this engagement, Consultant has assumed the following routine tasks could be performed on an as-directed basis for the Town; however, additional traffic engineering tasks can be performed at the Town's request:

Routine Tasks:

- » **Transportation-** Work under this category will include the typical professional services associated with transportation projects including, but not limited to, roadways, sidewalks, multi-use paths, greenways, and parking. These include but are not limited to project management, project development, budgeting, engineering analysis and studies, surveying, preliminary design, detailed design, permitting, subsurface utility engineering, geotechnical engineering, stakeholder coordination, easement and real property mapping and acquisition, preparation of construction documents, construction management, construction observation, preparation of as-builts, project closeout, grant application and management, loan application and management, and other professional services as needed to meet the Town's goals.
- » **Stormwater Resources-** Work under this category will include the typical professional engineering services associated with water resources projects including, but not limited to, stormwater pipes and culverts, stream and bank restoration/stabilization, dams, Best Control Measures (SCMs), stormwater/flooding management and mitigation, post-construction stormwater management plan and permit review, and erosion control management. These include but are not limited to project management, project development, budgeting, engineering analysis and studies, surveying, preliminary design, detailed design, permitting, subsurface utility engineering, geotechnical engineering, stakeholder coordination, easement and real property mapping and acquisition,

preparation of construction documents, construction management, construction observation, preparation of as-builts, project closeout, and other professional services as needed to meet the Town's goals.

- » **Associated Administrative and Technical Services-** Work under this category will include the typical professional engineering services of a general nature that may overlap with some of all of the other categories. Services under this category may include, but are not limited to, program management, engineering plan reviews, rate studies, system development fee studies, long range planning, GIS assistance, grants and loans assistance, grant application and management, loan application and management, public environmental report (PER) & environmental analysis, easements, construction administration/construction observation, delegated local permitting authority, and other professional services as may be needed to meet the Town's goals.

The Town will notify Consultant regarding the Services the Town desires Consultant to complete through email request and authorization.

2. COMPENSATION AND METHOD OF PAYMENT. Services will be provided on a time and materials basis. Invoices will be prepared monthly in accordance with Consultant's hourly rates in Exhibit A. Invoices are due and payable within 30 days of receipt. During the term of this Agreement and any amendments thereto, Consultant and its subconsultant(s) reserve the right to escalate billing rates on an annual basis to account for inflation.

3. DURATION. The duration of this Agreement shall be from the date of authorization, January, 202~~3~~⁴, until June 30, 2026 or until such time as this Agreement is terminated in accordance with Section 6E hereof, whichever is earliest.

Option to Renew. The parties may mutually agree to renew this Agreement for an additional term of three (3) years by executing a written renewal agreement before or within 30 days after the expiration of the initial Agreement.

4. CONSULTANT'S RESPONSIBILITY. The responsibilities of the Consultant under this Agreement are as follows:

A. The Consultant shall be responsible for the professional quality, timely completion, and the coordination of all designs, drawings, specifications, and reports furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications and reports.

B. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable regulatory requirements in effect on the date of execution of this Agreement or the date of performance of a specific task during the term of this Agreement, whichever is later.

C. The standard of care for all services performed or furnished by subcontractor under this Agreement will be the care and skill ordinarily used by members of the subject

profession practicing under similar circumstances at the same time and in the same locality (hereinafter "Standard of Care").

D. The opinions of cost, financial analyses, and economic projections for the Town (referred to collectively as the "Cost Estimate") provided for herein (if any) are to be prepared by the Consultant using an individual who is qualified, trained and experienced developing cost estimates for similar projects. Cost estimates shall not be based solely on the Consultant's experience, judgment, previous bid experience and published cost estimating data. Up to date and current construction material and delivery costs from vendors in the Town's community shall also be obtained and considered on a specific project basis. Consultant acknowledges that Town will rely on the Cost Estimate in making decisions regarding projects, including, but not limited to, Town's decision to pursue competitive bidding and construction of projects. Evaluations of the Town's budget for projects, the preliminary estimate of the cost of the work and the updated estimates of the Cost of the work prepared by Consultant represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized however, that neither the Consultant nor the Town has control over the cost of the labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by the Consultant.

5. INDEMNIFICATION AND INSURANCE.

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, Town's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

B. Intentionally omitted.

C. Intentionally omitted.

D. Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect with an insurance company(ies) authorized to do business in the State of North Carolina the following policies of insurance:

- I. Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$1,000,000 for each occurrence and a \$2,000,000 minimum aggregate amount.
- II. Automobile bodily injury liability insurance of not less than \$500,000 each person; \$500,000 each occurrence.
- III. Statutory Worker's Compensation and employer's liability insurance.

IV. Professional liability insurance of not less than \$1,000,000 per claim.

E. All policies of insurance required hereunder, other than Worker's Compensation, Employer's Liability and Professional Liability, shall name the Town, its supervisors and employees as additional insureds.

F. The Consultant shall furnish the Town with a certificate of insurances prior to the Town's execution of the Agreement and Consultant's start of services.

G. If at any time during the term of this Agreement, or any extension thereof, the Consultant fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the Town. Any failure to maintain the required insurance shall be sufficient cause for the Town to terminate this Agreement.

H. If the Consultant should subcontract all or any portion of the work to be performed under this Agreement, the Consultant shall cover the subcontractor or subconsultant and require each subcontractor or subconsultant to adhere to all subparagraphs of this Insurance section, written evidence of which shall be provided to the Town prior to commencement of work by the subcontractor or subconsultant. Similarly, any cancellation, lapse, reduction or change of subcontractors or subconsultants insurance shall have the same impact as described above.

6. **MISCELLANEOUS.**

A. **Instruments of Service.** All work product of the Consultant for this project, including work product created in electronic format, are instruments of service for the project only and shall become the property of the Town whether the project is completed or not. The parties hereto do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement. Any reuse of Consultant work product for any purpose other than that specifically intended in this Agreement, including providing a copy of any Consultant work product to a third party not specifically identified herein, will be at Town's sole risk and without financial liability or legal expense to Consultant.

B. **Force Majeure.** Neither the Town nor Consultant shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.

C. Intentionally omitted.

D. **Successors and Beneficiaries.** This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Town and Consultant.

E. **Termination:** In the event of termination of this Agreement by either party, Town shall within fifteen (15) days of termination pay the Consultant for all services rendered and all

reimbursable costs incurred by the Consultant up to the date of the termination, in accordance with the payment provisions of this Agreement.

Town may terminate this Agreement for Town's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this agreement for cause upon giving the other part not less than (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Suspension of the Services or the Consultant's services by Town for more than ninety (90) calendar days, consecutive or in the aggregate;

In the event of any termination that is not the fault of the Consultant, Town shall pay the Consultant, in addition to payment for Services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement.

F. **Applicable Law/Entire Agreement:** This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary. This Agreement and exhibits contain the entire agreement and understanding between the parties hereto and can only be amended in writing signed by both Town and Consultant.

G. **Notices:** Unless specifically provided for herein to the contrary, all notices and communications related to this Agreement shall be in writing sent by regular mail postage prepaid to the addresses set forth on the first page hereof.

H. Intentionally omitted.

I. **Invalid or Unenforceable Provision.** In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 20 _____.



ATTEST:

[Signature], Town Clerk

ATTEST:

THE TOWN OF BLACK MOUNTAIN

By: [Signature]

Name: Josh M Harvold

Title: Town Manager

TRAFFIC PLANNING AND DESIGN, INC.

By: _____

Name: _____

Title: _____



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: June 8, 2026

AGENDA SECTION: New Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Discussion of Planning Board Member Terms for UDO Completion

SUGGESTED MOTION(S):

This item will be a discussion about the upcoming Planning Board appointments. Council may choose to go ahead and vote to re-appoint the named, existing members as discussed, or wait until the July 13, 2026 Council meeting.

SUMMARY:

At the May 2026 Planning Board meeting, Town Attorney Craig Justus suggested that the Planning Board members who are due to rotate off of the Planning Board in July 2026 consider staying one (1) more year, pending Council approval. The following members stated they would be willing to stay on another year: Joe Laudenslayer, Pam Norton and Lauronda Teeple. However, Chris Collins, stated he would like to rotate off the board. Council Members Berry & Stone were present at the Planning Board members, and were in favor of members serving one more year and suggested the full Council discuss at the June 8, 2026 meeting. Planning staff recommends these members remain on for another year so as not to have to have a whole new group of new members who have not been working on the UDO. Council should discuss extending these members' terms for an additional one (1) year, and can formally re-appoint these members at this meeting, or wait to re-appoint at the July 13, 2026 Council meeting, when other advisory board & commission appointments will occur.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director
MEETING DATE: June 8, 2026

AGENDA SECTION: New Business
DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Partnership Proposal with Development Finance Initiative (DFI)

SUGGESTED MOTION(S):

The recommendation is for Council to endorse this partnership proposal with DFI.

SUMMARY:

The Development Finance Initiative (DFI) has offered to partner with the Town of Black Mountain to provide economic development and community research services as part of a grant they were awarded by NC DEQ to perform feasibility analyses on Helene-affected properties.

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. DFI Scope of Services_DEQ Helene Grant
2. DEQ_brownfield_1pger

The Development Finance Initiative (DFI) is pleased to provide redevelopment feasibility services for sites in Western Carolina, under NC DEQ's Hurricane Helene Relief Brownfields program. DFI is a program of the UNC-Chapel Hill School of Government. Since 2011, DFI has partnered with clients across North Carolina to attract private investment into transformative real estate development projects, having now assisted with over 250 projects resulting in over a billion dollars in private investment. DFI's team brings specialized real estate finance and development expertise that has a proven track record of finding solutions to complex development projects.

Areas of Expertise

The DFI team has significant experience in private real estate development, complex financing tools, and public-private partnerships, including for Brownfields sites. The DFI team has expertise and project experience related to a variety of uses and contexts, including but not limited to:

- Master development planning
- Historic preservation
- Mixed-use development
- Downtown revitalization
- Neighborhood redevelopment
- Affordable housing
- Hospitality
- Disaster recovery

Services Provided

DFI's technical assistance aligns with eligible activities under an EPA Brownfields grant:

- Visioning and equitable development activities including stakeholder engagement, community interviews, design charrettes, and goal setting
- Brownfields area-wide planning, i.e., identifying high-priority catalyst sites
- Site reuse and land use assessments to provide realistic, market-driven reuse options
- Market study and evaluation of market viability
- Site disposition strategy, including public-private partnerships
- Fiscal impact analysis

Proposed Scope of Services

The following Scope of Services outlines the pre-development feasibility analysis activities that DFI would conduct to support NC DEQ in evaluating the redevelopment potential of a Brownfields site, herein referred to as the "Project", and its ability to attract private investment:

1. Conduct a community scan, which is an analysis of market-relevant demographic and socioeconomic data, as well as a review of current and historic plans, visioning

- documents, studies, research, development proposals, conceptual renderings, notes from public input sessions, and other materials relevant to the Project;
2. Establish priorities to inform potential strategies for reuse of the Project in collaboration with NC DEQ and local community stakeholders;
 3. Collect and analyze relevant data for a parcel analysis to understand current conditions (sales trends, vacancy, land use, ownership, and underutilization) and changes over time in the area immediately surrounding the Project;
 4. Conduct market research, including case studies for markets where available market data may not be sufficient, and a market analysis to assess the demand for development, to include an evaluation of market feasibility and demand drivers for different uses for the Project including commercial and residential;
 5. Conduct a high-level site analysis, examining infrastructure, building layouts, etc., to gain an understanding of development opportunities and constraints of the Project;
 6. Conduct a high-level financial analysis to determine the feasibility of attracting private investment to the Project, including analysis of development finance tools (federal and state tax credits, district designations, etc.); and
 7. Based on this analysis, evaluate the general redevelopment potential of the Project and make recommendations to NC DEQ regarding next steps.

This Scope of Services does not include services that require a licensed broker, a licensed real estate appraiser, or licensed attorney to perform.

Timeline

The timeline for completing the Scope of Services for each Project is typically 5 to 7 months, depending on the individual Project's scale and complexity.

Clients Served by DFI

DFI is able to provide technical assistance to local government clients for sites they own or that have a clear path to site control (donation, acquisition, lease, etc.). DFI is able to provide services for privately-owned sites with the written support of the relevant unit(s) of local government.

Potential Future Phase 2 Services: Identification of a Private Development Partner

Pending the outcome of this analysis and the client's interest, DFI is able to provide additional pre-development services for the Project, including the identification of a private development partner and advising support in negotiating a development agreement with that partner. Phase 2 services would require a separate contract and fee, but pricing would reflect efficiencies gained from work already performed so long as DFI is engaged within one year following the completion of this Scope of Services.

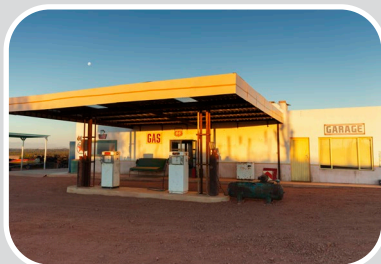


Hurricane Helene Brownfields Recovery Funding

Hazardous Waste & Solid Waste Management

Financial Assistance Grant

NC DEQ Brownfields Redevelopment Section



Environmental Assessments



Remediation



Feasibility Studies



Community Planning

HOW BROWNFIELDS CAN HELP

Private developers, municipalities, and non-profits face significant due-diligence costs when evaluating and redeveloping properties with known or suspected environmental concerns. Typically, these costs are the responsibility of the property owner or purchaser. This Helene Grant funding can assist to offset those early-stage costs, allowing funding to be redirected toward additional recovery needs. By removing environmental uncertainty and liability, Developers can reduce financial risk, shorten redevelopment timelines, and unlock long-term economic value.

PROVEN RETURN ON INVESTMENT

Brownfields is not just an environmental program, but a strategic investment in community resilience. Brownfields participation reduces redevelopment risk, increases property values, and delivers tangible public benefits such as healthcare, housing, and economic activity.

QUESTIONS:

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The NC Department of Environmental Quality (DEQ), Division of Waste Management (DWM), received EPA funding a 5-year period starting in October 2025 through the **Hurricane Helene Supplemental Appropriation for Hazardous Waste and Solid Waste Management Financial Assistance Grant** to support recovery and redevelopment in communities impacted by Hurricane Helene.

This funding will assist communities and property owners to address environmental barriers or planning issues that may complicate rebuilding, reopening, or relocating facilities affected by the storm.

Eligible properties must have been in productive use at the time of Hurricane Helene, and be currently idled or impaired as a result of the storm.

Assessments can help evaluate:



Risk of future flooding or environmental vulnerability



Benefit to community recovery and public use



Potential economic and redevelopment impact

INTERESTED?

To determine whether a property may be eligible for assistance through Hurricane Helene Brownfields Recovery Funding, interested communities, nonprofits, or property owners can complete the Brownfields Hurricane Helene Recovery & Resiliency Grant Intake Form available on [LaserFiche](#).

Submitting the form:

- Does not commit your organization to a project
- Is not a competitive application
- Helps DEQ better understand site conditions, recovery needs, and appropriate next steps

On review of the intake form, DEQ staff will follow up and discuss potential eligibility, scope of services, and available support.