



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

September 10, 2026

SPECIAL MEETING & AGENDA
REVIEW

Time: 5:00 PM

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

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1. CALL TO ORDER

2. NEW BUSINESS

2.A. Designation of OSBM Grant Accounts as Official Depositories of Public Funds - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution to designate four bank accounts for the OSBM Grants Awards as official depositories for public funds.

2.B. Grant Application for Golf Maintenance Building Debris Removal - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution authorizing the submission of a grant application to the NCDEQ Helene Debris Recovery & Disposal Grant Program for the Golf Maintenance Building.

2.C. Grant Contract Agreement with NC Commerce for the Sutton Ave. Stormwater Project - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution approving the grant agreement with NC Department of Commerce for the Sutton Ave. Stormwater Project Phase I.

2.D. Resolution to Award the Sutton Ave. Stormwater Project to John R. McAdams Company, Inc. and Approval of a Capital Project Ordinance for the Sutton Ave. Stormwater Project. - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the Resolution to Award the Sutton Ave. Stormwater Project to John R. McAdams Company, Inc. and Approval of the Capital Project Ordinance for the Sutton Ave. Stormwater Project as presented.

3. AGENDA REVIEW AND APPROVAL

3.A. September 14, 2026 Regular Meeting Agenda Draft

4. ADJOURNMENT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 10, 2026

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

TITLE OF ITEM: Designation of OSBM Grant Accounts as Official Depositories of Public Funds

SUGGESTED MOTION(S):

Motion to approve the resolution to designate four bank accounts for the OSBM Grants Awards as official depositories for public funds.

SUMMARY:

Town Council will consider a resolution designating four bank accounts as official depositories of public funds for the Town of Black Mountain. These accounts will be set up to hold funds received as part of the Office of State Budget and Management (OSBM) Helene Local Government Capital grant program. Due to the requirements of the grant program to completely segregate the funds received from other Town funds, including any interest earned, the funds cannot be held in the Town's main account while grant related expenses are still being incurred. These four accounts will be hosted at NCCMT and will be named as follows:

- "OSBM – Public Safety (12395)"
- "OSBM – Cragmont Rd. (12392)"
- "OSBM – Veteran's Park (12393)"
- "OSBM – Golf Maintenance (12394)"

Subsequent Capital Project Ordinances and amendments to Capital Project Ordinances for associated projects will outline the procedure for reimbursing grant-related expenses from these accounts. Council will consider approval of the attached resolution.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. R-26-XX Resolution to Designate Four Bank Accounts for OSBM Grants as Official Depositories

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

**A RESOLUTION TO DESIGNATE FOUR BANK ACCOUNTS FOR THE OFFICE OF
STATE BUDGET AND MANAGEMENT (OSBM) GRANTS AWARDS AS OFFICIAL
DEPOSITORIES FOR PUBLIC FUNDS**

Resolution No. R-26-XX

WHEREAS, the Town of Black Mountain has been awarded four grants from the Office of State Budget and Management (OSBM) North Carolina Helene Local Government Capital grant program; and

WHEREAS, these funds are intended to be used for specific recovery projects which are partially or entirely ineligible for funding through FEMA Public Assistance; and

WHEREAS, this grant program distributes funds prior to expenditures associated with the grant project scope; and

WHEREAS, OSBM requires these funds be held segregated from other Town funds, including interest earned, until eligible expenses are incurred; and

WHEREAS, Town staff have set up separate bank accounts from the Town's main account to hold these funds until expenses are made; and

WHEREAS, for financial reporting, the Town will be require to recognize these accounts as official depositories; and

WHEREAS, these accounts will be set up at NCCMT and be named the following, corresponding with the grant project itself, (1) "OSBM – Public Safety Building (12395)", (2) "OSBM – Cragmont Rd. (12392)", (3) "OSBM – Veteran's Park (12393)", and (4) "OSBM – Golf Maintenance (12394)"; and

WHEREAS, once received, these funds will be distributed to these accounts according to the project for which they are intended; and

WHEREAS, Capital Project Ordinances for these projects will subsequently be created or amended to reflect the procedure for withdrawing these funds to reimburse eligible grant expenses;

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

1. The Interim Town Manager, and/or a designee(s) thereof, is authorized to create these accounts and designate them as official depositories of public funds and execute and file any documents necessary to this end.
2. The Interim Town Manager, and/or a designee(s) thereof, is authorized to deposit funds from OSBM for these grant awards in their corresponding accounts.

3. The Town Council directs Town staff to bring amendments to existing Capital Project Ordinances and new Capital Project Ordinances for these four projects which reflect the procedure for reimbursing grant-related expenses once these accounts are created.

ADOPTED this 10th day of September 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 10, 2026

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

TITLE OF ITEM: Grant Application for Golf Maintenance Building Debris Removal

SUGGESTED MOTION(S):

Motion to approve the resolution authorizing the submission of a grant application to the NCDEQ Helene Debris Recovery & Disposal Grant Program for the Golf Maintenance Building.

SUMMARY:

Town Council will consider a resolution to authorize the submission of a grant application to the North Carolina Department of Environmental Quality Helene Debris Recovery & Disposal grant program for the golf maintenance building. This funding is available to local governments to remove solid debris from Tropical Storm Helene. The current golf maintenance building is not able to be repaired in its current location and the Town has applied for funding to relocate the facility. The programs for which the Town has previously submitted applications do not cover costs to remove the remnants of the current facility. This funding, if received, would help cover the gap between the funding for which the Town has been awarded or has outstanding applications, and the total project costs to relocate to a new golf maintenance facility.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. R-26-XX Resolution to Apply for the NC Helene Debris Recovery & Disposal (DRD) Grant Program for Golf Maintenance Building Debris Removal
2. DEQ Helene Debris Recovery & Disposal Grant Application

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

**A RESOLUTION AUTHORIZING TOWN STAFF TO SUBMIT AN APPLICATION
FOR THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY
(NC DEQ) HELENE DEBRIS RECOVERY & DISPOSAL (DRD) GRANT PROGRAM**

RESOLUTION NO. R-26-XX

WHEREAS, Tropical Storm Helene caused extensive damage to the Town of Black Mountain Golf Maintenance Building; and

WHEREAS, this building was subsequently deemed unsafe due to the extent of the damage incurred; and

WHEREAS, this building cannot be restored in its current location and comply with modern codes and standards; and

WHEREAS, the Town has applied for funding to relocate a golf maintenance facility to higher ground to comply with NFIP standards; and

WHEREAS, the funding received by the Town does not cover demolition and removal of the remnants of the current structure; and

WHEREAS, the Town is eligible for the NC DEQ Helene Debris Recovery & Disposal grant program; and

WHEREAS, this program covers solid waste disaster debris clean-up and removal projects that are not covered by Federal Emergency Management Agency (FEMA) or other funding sources;

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

1. That the Town of Black Mountain is authorized to submit a formal application to the NC DEQ Helene Debris Recovery & Disposal grant program for removing the remnants of the current golf maintenance building.
2. That the Town Manager (or designee) is authorized to execute and file the application, including all assurances and agreements required, on behalf of the Town of Black Mountain.

This Resolution shall take effect immediately upon its adoption.

APPROVED this the 10th day of September 2026.

C. Michael Sobol, Mayor

Attest: _____
Wesley M. Barker, Town Clerk

North Carolina Helene Debris Recovery & Disposal (DRD) Grant

Project Title

Hurricane Helene Debris Removal and Disposal: Black Mountain Golf Course Maintenance Facility 1 Byrd Inman Lane Black Mountain NC

Applicant Contact Information

Main Applicant: **Town of Black Mountain**

Primary contact: **Matt Begley**

Title: **Recovery and Capital Programs Director**

Address: **160 Midland Ave Black Mountain, NC 28711**

Phone: **(828) 419-9300**

Email: **matt.begley@tobm.org**

Applicant Partner: Land of Sky Regional Council

Partner Applicant contact: **Clarity Collins**

Title: **Recovery Project Manager**

Phone: **828-283-1163**

Email: **Clarity@landofsky.org**

Project Description

1. Project Need and Impact (Demonstration of Need)

The Town of Black Mountain, located in Buncombe County within the Hurricane Helene FEMA disaster declaration (DR-4827-NC), sustained widespread damage during the storm in late September 2024. Among the affected Town-owned facilities is the maintenance building serving the Black Mountain Golf Course, a public recreational facility at 17 Ross Drive. The building is a 60 foot by 70 foot steel-frame structure that was damaged by floodwater during Hurricane Helene.

The damaged structure must be demolished and removed so that approximately 700 cubic yards (roughly 310 tons) of storm-related construction and demolition (C&D) debris can be properly recycled and disposed. Until it is removed, the structure presents a safety hazard due to continued risk of debris entering the adjacent creek, and an obstruction to public recreational use. This debris removal is not covered by FEMA or any other funding source available to the Town.

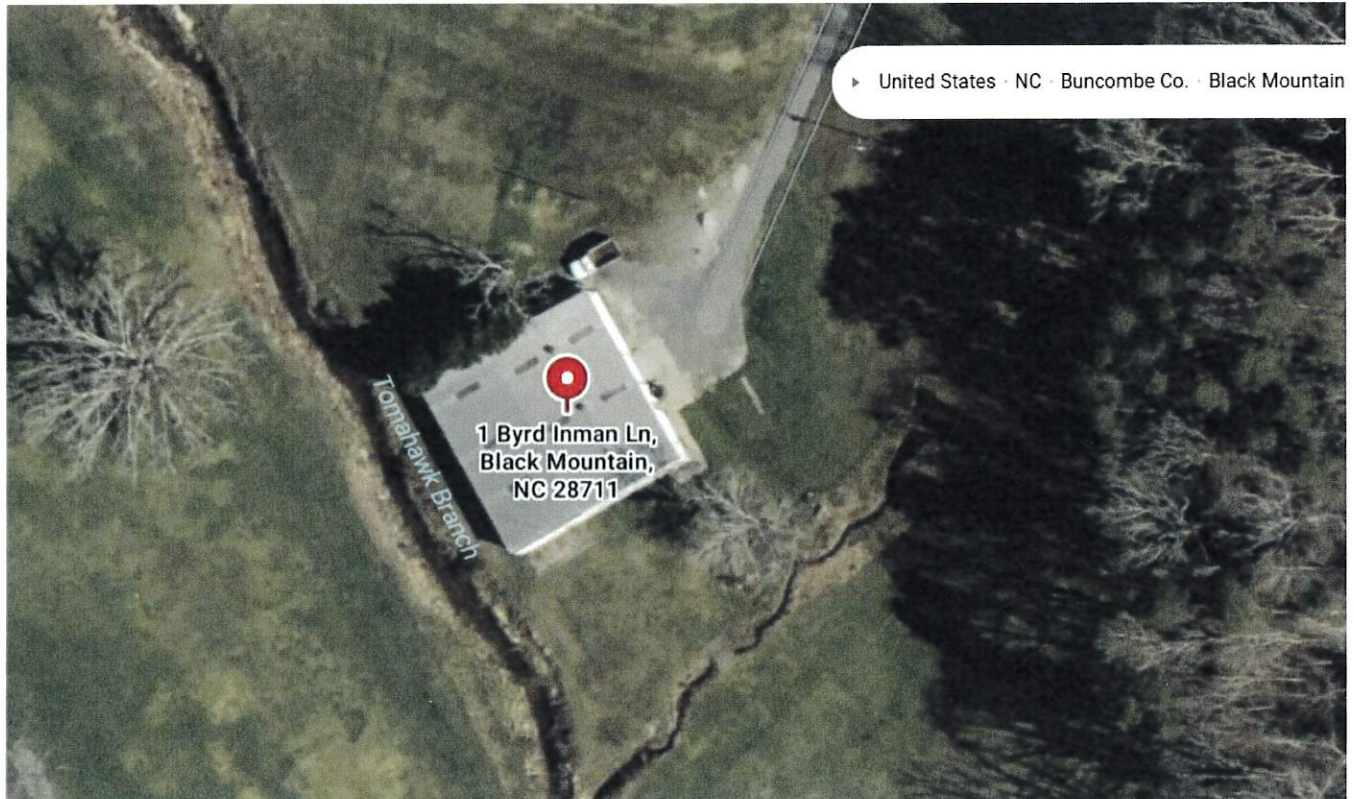
Relationship to FEMA Public Assistance and duplication of benefits: This facility was evaluated under FEMA Public Assistance project 810947. after a \$17,442.57 insurance reduction for NFIP coverage, FEMA's award for the facility was \$21,541.50 of which \$7,411.12 is hazard mitigation rather than repairs. Only \$14,130.38 is available towards disaster damages which is insufficient to repair the facility.

Repair of the structure is not feasible within that award. The Town is therefore converting the FEMA project to an alternate project and applying the repair funds to a different Town facility, and the \$7,411.12 in Section 406

mitigation will be returned to FEMA as required. No other funding is currently available for the demolition and disposal of this storm-damaged structure.

2. Scope of the Project

The project consists of the demolition and complete removal of the Town-owned golf maintenance building and the recycling and disposal of the resulting debris. The work area is limited to the building footprint and immediate staging area at 1 Byrd Inman Lane.





Estimated debris volume: approximately 700 cubic yards, roughly 310 tons.

Debris categories:

- Metal roofing and sheeting (recycled)
- Structural steel framing: posts, girders, trusses, and beams (recycled)
- Concrete slab (disposed at a local quarry to reduce cost)
- Other building contents: partition walls, insulation, and similar non-hazardous C&D materials (disposed at a local permitted landfill)

Timeline for removal, sorting, storage, and disposal: 16 weeks sequenced as permitting and mobilization, then mechanical demolition with on-site separation of recyclable metals from disposal materials, then hauling of recyclable metals to a metals recycler, concrete to a quarry, and remaining non-hazardous C&D to a permitted landfill, followed by site stabilization and demobilization.

The demolition and debris removal will be performed by a contractor. The town has obtained a contractor's quote for the purposes of this application, but the final contractor will be selected through competitive procurement that is compliant with 2 CFR 200 Uniform Guidance.

3. Methods, Equipment, Disposal, Environmental and Safety Protocols, Monitoring and QC

As required, pre-demolition asbestos / hazardous materials survey (NESHAP) will be completed before demolition.

Demolition will be performed with heavy equipment, including a track hoe and a front-end loader. Recyclable metals (roofing, sheeting, and structural steel) will be separated on site and transported to a metals recycler; the

concrete slab will be hauled to a local quarry; remaining non-hazardous C&D materials will be transported to a local permitted landfill.

Volume and size reduction: Material size and volume reduction is achieved through mechanical demolition and on-site separation of material streams, which diverts recyclable metals and concrete and reduces the volume of material sent to landfill.

Environmental and safety protocols:

- Metal-stake silt fencing installed along the creek side of the building to control sediment and protect the adjacent watercourse
- Safety fencing installed along the remaining sides of the work area
- Dust suppression using the wet suppression method to control airborne particulates
- Adherence to local noise ordinances
- All required permitting, including air quality control and Town of Black Mountain permits

Monitoring and quality control: Town staff will provide on-site oversight of material separation; review weight tickets and disposal/recycling receipts for each material stream; and before, during, and after photographic documentation.

4. Community Benefits and Long-Term Environmental Benefits (Demonstration of Need; Efficiency / Cost Effectiveness)

Community benefits: Removing the damaged structure eliminates a safety hazard on Town-owned public recreational property, allows the golf course facility to resume normal maintenance operations, and returns the site to productive public use.

Long-term environmental benefits: The project diverts a substantial share of material from landfill by recycling all metal roofing, sheeting, and structural steel, and by routing the concrete slab to a quarry rather than a landfill. Silt fencing and site stabilization protect the adjacent creek from sediment and debris, supporting water quality. Proper disposal of remaining non-hazardous C&D materials at a permitted landfill protects public health and the environment.

5. Organizational and Contractor Experience

Organizational experience: The Town of Black Mountain has managed extensive Hurricane Helene recovery activity across FEMA Public Assistance and other programs. The Town receives grants management and technical assistance from Land of Sky Regional Council of Governments, which provides disaster recovery project management, procurement compliance support, and subrecipient reporting.

Experience in disaster recovery and debris removal experience will be an evaluation factor in the procurement of a qualified contractor.

6. Risks, Mitigation, Regulatory Compliance, and Documentation

Possible risks and mitigation:

- Weather: seasonal conditions could delay demolition; the schedule includes buffer time and standard work-stoppage protocols.
- Hazardous materials: the contractor cost range assumes no hazardous materials are present. A pre-demolition asbestos and hazardous materials survey will be conducted; if regulated materials are identified, they will be abated by a licensed contractor.
- Access and creek proximity: silt fencing and erosion controls installed before demolition; work sequenced to minimize disturbance near the watercourse.

Regulatory compliance: The project will comply with all applicable federal, state, and local requirements, including air quality and NESHAP demolition notification, disposal at permitted solid waste facilities, sediment and erosion control, local permitting and noise ordinances, and, as an EPA subaward through NCDEQ, applicable 2 CFR 200 requirements including procurement standards.

Documentation and reporting: The Town will maintain disposal and recycling receipts, paid invoices and proof of payment, and photographic documentation, and will submit quarterly status reports and a comprehensive final report on the DWM-provided templates.

7. Estimated Volume / Tonnage and Basis (Demonstration of Need; Debris Removal Impact)

Estimated debris volume is approximately 700 cubic yards, or roughly 310 tons. This estimate is based on the contractor's assessment of the 60 foot by 70 foot (4,200 square foot) steel-frame structure, including metal roofing and sheeting, structural steel framing, the concrete slab, and interior non-hazardous C&D contents.

8. Monitoring, Reporting, and Evaluation Capacity (Planning; Efficiency / Cost Effectiveness)

The Town, with Land of Sky grants management support, has established capacity for budget and performance tracking and federal grant reporting. The Town will track expenditures against the approved budget, retain all source documentation (invoices, proof of payment, weight tickets, and disposal and recycling receipts), and report progress metrics (cubic yards and tons removed, recycled, and disposed) in quarterly reports and a final report.

9. Project Budget Basis, Cost-Saving Measures, and Coverage of Non-Allowed Costs (Planning; Efficiency / Cost Effectiveness)

Budget basis: The budget is based on a scope and estimated cost range provided by SF Byrd Custom Grading, Inc. of \$55,000 to \$62,000 for turn-key demolition, recycling, disposal, and site stabilization. An itemized turn-key quote will be obtained through formal procurement and will replace the range prior to contracting.

Cost-saving and efficiency measures: Recycling of all metals offsets project cost, with recycled material value credited against the final cost; the concrete slab is routed to a local quarry rather than a landfill to reduce disposal cost.

Coverage of non-allowed costs: State and local sales taxes are excluded from the requested amount and will be covered by the Town. Permitting and post-demolition fill and site stabilization may fall outside eligible debris-removal costs; if so, they will be covered by the Town. Eligibility of these items will be confirmed with DWM.

Duplication of benefits: See Item 1. FEMA's award for this facility (\$21,541.50, including \$7,411.12 in Section 406 hazard mitigation, after a \$17,442.57 NFIP insurance reduction) is being converted to an alternate project and applied to a different Town facility, with the Section 406 mitigation returned to FEMA. No FEMA funds remain on this facility, and no cost in this budget is funded by FEMA.

10. Partnerships and Documentation of Support

Land of Sky Regional Council of Governments provides disaster recovery project management and grants support to the Town for this project.

Project Term

1 year project term

Timeline

- December 1, 2026: Contract start date. Finalize contractor procurement, permitting, and pre-demolition asbestos / hazardous materials survey. Submit quarterly report to DWM.

- January 2027: Begin demolition, on-site material separation, recycling, and disposal.
- March 1, 2027: Submit quarterly report to DWM.
- April 1, 2027: Complete demolition, hauling, and site stabilization.
- June 1, 2027: Submit quarterly report to DWM.
- September 1, 2027: Submit all invoices and draft Final Report to DWM

Project Budget

Project Elements	Requested Grant Funds
Contracted demolition, recycling, and disposal of Hurricane Helene debris from steel-frame golf maintenance facility (approx. 700 CY / 310 tons).	\$62,000
Total Grant Project Budget	\$62,000

Certification

In accordance with 2 CFR 200.415(b):

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

Signature: _____



Date: _____

8/25/2026

Richard Hicks

Interim Town Manager

Town of Black Mountain



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 10, 2026

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

TITLE OF ITEM: Grant Contract Agreement with NC Commerce for the Sutton Ave. Stormwater Project

SUGGESTED MOTION(S):

Motion to approve the resolution approving the grant agreement with NC Department of Commerce for the Sutton Ave. Stormwater Project Phase I.

SUMMARY:

Town Council will consider a resolution to approve the grant agreement with the North Carolina Department of Commerce for the Sutton Ave. Stormwater Project Phase I. The grant agreement is included as an attachment.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. R-26-XX Resolution to Authorize the Grant Agreement with NC Department of Commerce for the Sutton Ave Stormwater Project (Phase I)
2. SA-0432_Contract

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

**A RESOLUTION TO AUTHORIZE THE GRANT AGREEMENT WITH THE NORTH
CAROLINA DEPARTMENT OF COMMERCE FOR THE SUTTON AVE.
STORMWATER PROJECT (PHASE I)**

Resolution No. R-26-XX

WHEREAS, the Town Council authorized Town staff to apply for the NC Department of Commerce Small Business Infrastructure (SmBIZ) grant program for the Sutton Ave. Stormwater project (Phase I) through resolution R-25-53 approved on September 8, 2025; and

WHEREAS, the maximum grant award amount from the program is \$1,000,000 per project; and

WHEREAS, the Town was awarded \$1,000,000 through the NC Department of Commerce SmBIZ grant program for the Sutton Ave. Stormwater Project (Phase I); and

WHEREAS, this project will improve stormwater infrastructure along Sutton Ave. and provide for a more resilient stormwater system for the low-lying downtown area on the North side of the railroad tracks; and

WHEREAS, the Town has received the grant contract from the NC Department of Commerce; and

WHEREAS, Town staff have reviewed the grant agreement and have included the agreement as an attachment for Council approval;

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

1. The Town Council of the Town of Black Mountain authorizes the Chief Elected Official of the Town of Black Mountain to execute the attached agreement with the NC Department of Commerce to fund the Sutton Ave. Stormwater Project (Phase I).
2. The Interim Town Manager, and/or a designee(s) thereof, is authorized to execute and file any other documents required to supplement this agreement with the NC Department of Commerce.

This Resolution shall take effect immediately upon its adoption.

ADOPTED this 10th day of September 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

September 4, 2026

C. Michael Sobol
Mayor
Town of Black Mountain
160 Midland Ave
Black Mountain, NC 28711

Re: Contract Agreement for Grant Number SA-0432; Your Signature and Reply is Requested
Project Title: "Phase 1 – Downtown Stormwater Inlet Rehabilitation Project"

Dear Mayor Sobol:

This contract document is required to finalize the grant award for funding as described in the Disaster Recovery Act of 2025 – Part I. Below is a description of the documents included along with an explanation of each.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Small Business Infrastructure Grant Application	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request payments from the Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Small Business Infrastructure Grant Program Guidelines	No Signature Required

Please execute this document and return a copy to nichole.gross@commerce.nc.gov. A copy of this document and all others pertaining to the project will be available and accessible through the [Rural Connect Portal](#). If you have any questions, or if I can be of any assistance, please contact me, hazel.edmond@commerce.nc.gov or please contact your program manager, nichole.gross@commerce.nc.gov.

Sincerely,

Hazel S. Edmond, Director
Rural Engagement & Investment Programs

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Small Business Infrastructure Grant Agreement (the “Agreement”) with the **Town of Black Mountain** (the “Local Government”), each being referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to assist with disaster recovery;

WHEREAS, the General Assembly, in the Disaster Recovery Act of 2025 – Part I (North Carolina Session Law 2025-02) (the “Act”), transferred funds from the State Emergency Response and Disaster Relief Fund (“SERDRF”) to the Hurricane Helene Disaster Recovery Fund (the “Helene Fund”);

WHEREAS, in Section 2A.2(4) of the Act, the General Assembly appropriated Fifty-Five Million Dollars (\$55,000,000) from the Helene Fund for the Small Business Infrastructure Grant Program (the “Program”);

WHEREAS, under Section 2F.1(a) of the Act, the Program is to be administered by Commerce;

WHEREAS, the General Assembly has created the Rural Economic Development Division (“REDD”) within Commerce, and REDD will be responsible for administering the Program;

WHEREAS, the purpose of the Program is to provide grants to eligible local governments to expedite infrastructure repairs impacting the operation and patronage of small businesses in the Affected Area;

WHEREAS, under Section 2F.1(c) of the Act, the General Assembly has authorized Commerce to review applications for grants under the Program and, where appropriate, award grants to eligible local governments on a first-come, first-served basis; and

WHEREAS, pursuant to the Act, and based on the application filed by the Local Government (the “Application”) and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein, Commerce has approved a grant to the Local Government (the “Grant”); and

WHEREAS, without limitation, Commerce awarded the Grant: (1) based on the Application filed by the Local Government and the certifications contained therein and (2) for the completion of the Project (as defined below), as summarized in the Application.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

- 1.1 “Act” means The Disaster Recovery Act of 2025 – Part 1 (N.C.S.L. 2025-02).
- 1.2 “Affected Area” means the counties designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene.

- 1.3 “Agreement” means this Small Business Infrastructure Grant agreement between the Local Government and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 5.14.
- 1.4 “Application” has the meaning set forth in the Preamble.
- 1.5 “Commerce” means the North Carolina Department of Commerce.
- 1.6 “Effective Date” has the means **10/31/2025**.
- 1.7 “Eligible Local Government” means a city or county, as defined in N.C. Gen. Stat. §§ 160A-1 and 153A-1, located in an Affected Area.
- 1.8 “General Assembly” means the North Carolina General Assembly.
- 1.9 “Grant” means the Small Business Infrastructure Grant awarded to the **Town of Black Mountain** on **10/31/2025** by Commerce and subject to the terms and conditions of this Agreement.
- 1.10 “Grant Term” means the effective period of this Agreement beginning on **10/31/2025** (“Effective Date”) and terminating on **10/31/2028** unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term agreed upon in writing by the Local Government and Commerce.
- 1.11 “Local Government” means the **Town of Black Mountain, a town in Buncombe County, North Carolina**.
- 1.12 “Project” means repair or reconstruction of the **Sidewalk & Curb Infrastructure**, as described in the Application.
- 1.13 “Project Change” means any material alteration, addition, deletion, or expansion of the Project, including but not limited to material changes to construction or rehabilitation and any filing of bankruptcy by the Local Government.
- 1.14 “Qualifying Infrastructure Needs” means water, sewer, gas, telecommunications, high-speed of businesses located in an Eligible Local Government and damaged by Hurricane Helene that, until repaired, inhibits access to or operations of one or more of those Small Businesses (as defined below). For purposes of the Agreement, infrastructure owned by the Small Business(es) or for which the Small Business(es) is/are responsible for maintaining is not included.
- 1.15 “REDD” has the meaning set forth in the Preamble.
- 1.16 “Secretary” means the Secretary of the North Carolina Department of Commerce.
- 1.17 “Small Businesses means

Take a Hike Outfitters, LLC	Limited Liability Company	NC
Southeast LBM Holdco, LLC dba Henson Building Materials	Limited Liability Company	NC

a business with a physical presence in the Affected Area that employs/ one hundred fifty (150) or fewer employees, as identified in the Application.

- 1.18 “State” means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Local Government

- a) The Local Government makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to Commerce’s decision to enter into this Agreement and to its determination that the Local Government is eligible for a grant with respect to the Project, and the Local Government further agrees that each representation and warranty shall be true, accurate, and complete as of the date of execution and delivery of this Agreement and as of the date of any disbursement of Grant funds:
- b) The execution and delivery of this Agreement have been duly authorized by all necessary Local Government action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Local Government is a party or by which it is bound.
- c) To the knowledge of the Local Government, no action or legal proceeding is threatened against it or affecting it that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Local Government to discharge its obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of this Project, the Local Government shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce, effective upon notice of such termination.
- d) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Local Government. The Local Government shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.
- e) The Local Government is solvent.
- f) The Local Government shall provide Commerce with any information it obtains with regard to the Project. Additionally, at Commerce’s request and on Commerce’s behalf, the Local Government shall exercise any rights of the Local Government to access, obtain, review, or monitor such information in the possession of third parties, including any Business.
- g) The Local Government shall exercise all of its rights and duties under this Agreement in a prudent and timely manner to ensure the use of the Grant funds for their intended purposes and

objectives and to preserve the rights of Commerce in this Agreement.

- h) If the Local Government fails to timely repay Commerce any Grant funds upon request and as directed, and, at its sole discretion, Commerce elects to initiate legal proceedings against the Local Government for such repayment, the Local Government is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- i) The Local Government qualifies as an Eligible Local Government.
- j) The County in which the Local Government sits qualifies as an Affected Area.
- k) The Small Businesses are a businesses with a physical presence in the Affected Area that employ one hundred fifty (150) or fewer employees.
- l) The Project addresses a Qualifying Infrastructure Need that adversely affects access to or operations of the Small Businesses identified in the Application.
- m) The infrastructure to be repaired by the Project was damaged by Hurricane Helene.
- n) The Small Businesses do not own the infrastructure to be repaired by the Project and is/are not responsible for maintaining the infrastructure to be repaired by the Project.
- o) The Small Businesses identified in the Application were adversely impacted by Hurricane Helene, and the resulting damage to infrastructure has inhibited access to or operations of the Businesses.
- p) The Small Businesses identified in the Application will benefit from the Project.
- q) The Local Government will use the Grant Funds only for purposes of repairing the Qualifying Infrastructure Needs identified in the Application, as permitted under this Agreement and under the Act.

2.2 Changes in the Project or Other Conditions.

- (a) There shall be no Project Change unless expressly approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b) Additionally, the Local Government immediately shall provide written notice to Commerce of any change in conditions, local law, or any other event which may significantly affect its ability

to oversee, administer, or perform this Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Details

- (a) The Local Government represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.
- (b) The Project will commence on **10/31/2025**.
- (c) The infrastructure is to be repaired as described in the Application.
- (d) The Small Businesses are located,

Business Name	Physical Address
Take a Hike Outfitters, LLC	100 Sutton Ave. Black Mountain, NC 28711
Southeast LBM Holdco, LLC/dba Henson Building Materials	139 Broadway St. Black Mountain, NC 28711

utilize the infrastructure to be repaired, and have been negatively impacted by damage to the infrastructure, as described in the Application.

- (e) The Project will be completed on or before **10/31/2028**. If the Local Government anticipates a delay in the Project, the Local Government will provide timely notice, in writing, to Commerce of the delay and the anticipated date of completion. Commerce, in its sole discretion, then will provide written consent to an extension of the Project End Date.

3.2 Grant Funds

- (a) Commerce grants to the Local Government an amount not to exceed **\$1,000,000** for expenditures directly related to the Project. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Local Government determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce, in writing, and return any surplus Grant funds to Commerce within thirty (30) days of making that determination.
- (b) Grant funds will be distributed to the Local Government in accordance with the Payment Schedule established in Exhibit B. For those funds not distributed in advance (in accordance with Exhibit B), the Local Government will complete a Payment Request Form (provided by Commerce), along with invoices and proof of payment, and submit said form and documentation to Commerce. Upon receipt and review of the Payment Request Form and attached documentation, Commerce will disburse payment to the Local Government.

Commerce may, in its sole discretion, request additional documentation of expenses from the Local Government prior to disbursement of Grant funds.

- (c) If Grant funds are distributed in advance, the Local Government will provide proof that those advanced funds were used exclusively for the purpose of the Project. Such proof will be provided according to the terms of Exhibit B. Should the Local Government fail to provide such proof within sixty (60) days of receipt of the advanced distribution, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted to and approved by the Department.
- (d) The Local Government shall use Grant funds exclusively for the purpose of the Project, as described in the Application, and consistent with all applicable State, federal, and local laws, rules, regulations, and requirements (including, without limitation, all language in the Act regarding this funding). The Local Government shall not make or approve of any improper expenditure of Grant funds.
- (e) The Local Government may use Grant funds for administrative purposes, provided those administrative expenses do not exceed [one and a half percent] (1.5%) of the total Grant funds awarded to the Local Government.
- (f) The Local Government shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days, unless Commerce terminates the Agreement pursuant to Paragraph 3.3 below, in which case any expenditures shall be made pursuant to the requirements of that Paragraph.
- (g) The obligations of the State (including but not limited to REDD and Commerce) to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, Commerce has the right to terminate this Agreement by giving written notice to the Local Government. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

a) Termination

- a) If the Local Government fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Local Government agrees that Commerce has the right to terminate this Agreement by giving the Local Government written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Local Government. Upon such termination, Commerce shall have no responsibility to make additional Grant payments under this Agreement. Upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- b) The terminations and remedies addressed in this Section 3.3 are in addition to those terminations and other remedies set forth elsewhere in this Agreement.

3.4 Project Records

- (a) The Local Government shall maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- (b) The Local Government shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. Similarly, if litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.5 Monitoring, Reports, and Auditing

- (a) The Local Government shall ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Agreement. Additionally, the Local Government shall regularly monitor all performance of Grant-supported activities, including activities performed by any third party.
- (b) The Local Government will comply with the Reporting Schedule established in Exhibit C. The Local Government shall submit progress reports on or before January 15th and July 15th of each year of the Grant Term. The first of these reports shall be due on or before January 15, 2026. The Local Government also shall submit a final report upon the earlier of: (i) the date of completion of the Project or (ii) no later than thirty (30) days following the Termination Date. These reporting requirements shall be completed as directed by REDD staff and shall remain in effect for the entire Grant Term, including any extension to the Grant Term.
- (c) The Local Government acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Local Government and are subject to change from time to time. Upon completion, the Local Government shall forward to Commerce one copy of any audited financial statements and accompanying reports generated during the period between the Effective Date and Termination Date of this Agreement.
- (d) The Local Government shall grant the State and any of its related agencies, commissions, or departments (including, without limitation, Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents in the possession of the Local Government or any third-party or business relating to the Agreement or the Project. In

addition, the Local Government shall comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, REDD or Commerce) for financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. WAIVER

4.1 No Waiver by the State

- (a) Failure of the State at any time to require performance of any term or provision of this Agreement shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall not operate as a continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Actions

- (a) The Local Government waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including REDD or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Local Government may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Independent Status of Local Government

- (a) The Local Government and any third party are entities independent from the State and any agency or employee thereof. The Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the State, the Local Government, and/or any third party, nor shall the Agreement or the Project be construed to make the Local Government (including its employees, agents, members, or officials) or any third party employees, agents, members, or officials of the State. Neither the Local Government nor any third party shall have the ability to bind the State or any agency, division, or employee thereof to any agreement for payment of goods or services or represent to any person that they have such ability.

5.2 Liabilities and Loss

- (a) The Local Government hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Local Government or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Local Government hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees

to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Local Government or of any third party or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.3 Additional Repayment Requirements and Remedies

- (a) The repayment requirements and remedies addressed in this Section 5.3 are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b) If there is a breach of any of the requirements, covenants, or agreements in this Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Local Government agrees that Commerce may require repayment from the Local Government of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Local Government has already received under this Agreement.

5.4 Non-discrimination.

- (a) The Local Government agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

5.5 Conflict of Interest.

- (a) The Local Government shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Local Government's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Local Government's employees, officers, or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Local Government or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Local Government certifies that, as of the date it executes this Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the Grant Term and for the duration of the Project, the Local Government has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

5.6 Compliance with Laws.

- (a) The Local Government shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, “Laws”) of the state, federal, and local governments which may in any manner affect the performance of the Agreement or the Project. This includes compliance with any and all State and federal environmental laws and regulations.

5.7 Non-Assignability.

- (a) The Local Government shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce, provided, however, that claims for money due to the Local Government from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

5.8 Other Agreements.

- (a) The Local Government understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.9 Notice.

- (a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows, or when submitted via electronic mail as follows:

If to the Department of Commerce : Attn: **Hazel Edmond, Director**
North Carolina Department of Commerce Rural
Economic Development Division 301 North
Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346
Email: hazel.edmond@commerce.nc.gov

If to the Local Government: Attn: **Mike Solbol, Mayor**
Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711
Email: mike.sobol@tobm.org

or addressed to such other address or to the attention of such other individual as Commerce or the Local Government shall have specified in a notice delivered pursuant to this subsection.

All notices required or permitted to be delivered hereunder and all communications in respect hereof also shall be deemed given when submitted to the Rural Connect Portal.

5.10 Entire Agreement.

- (a) This Agreement supersedes all prior agreements between or among Commerce and the Local Government with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Local Government.

5.11 Execution.

- (a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

5.12 Construction, Jurisdiction, and Venue.

- (a) This Agreement shall be construed and governed by the laws of the State of North Carolina.
- (b) The Local Government agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.13 Severability

- (a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.14 Exhibits

- (a) The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:
 - i. Exhibit A –Small Business Infrastructure Development Grant Project Application
 - ii. Exhibit B – Payment Schedule
 - iii. Exhibit C – Reporting Schedule
 - iv. Exhibit D – The Small Business Infrastructure Development Grant Guidelines

SECTION 6. ACCEPTANCE

6.1 Return of Documents

- (a) If the Local Government agrees to the Agreement terms and conditions as stated, the Local Government will execute the Agreement, as directed by REDD staff. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Local Government.

Rural Economic Development Grant Agreement
Small Business Infrastructure Grant Program

SA-0432

6.2 Conditions of the Agreement

- (a) An authorized signatory of the Local Government shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Black Mountain

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature:  _____ [SEAL]

Printed Name: Reginald Speight

Title: Assistant Secretary for Rural Economic Development

Date: 9/4/2026

EXHIBIT A
SmbIZ Project Application

 Application
App-001088
+ Fol

✓

✓

✓

✓

✓

✓

✓

✓

Details

Application

Checklist

Cost Categories

Information

Application Name

App-001088

Account

[Town of Black Mountain](#)

Account Address

160 Midland Ave Black Mountain, NC 28711

Program

[Rural Engagement and Investment Fund](#)

Grant

[Small Business Infrastructure Grant Program](#)

External Grant Administrator Account

[Land of Sky Regional Council](#)

Project Title

Phase 1 - Downtown Stormwater Inlet Rehabilitation and Capacity Improvement Project

Status

Approved

External Status

Approved

Original Submitted Date

10/30/2025, 4:28 PM

Submitted Date/Time

10/30/2025, 4:28 PM

Approved Date/Time

10/31/2025, 3:18 PM

County

Buncombe

County Tier

2

Prosperity Zone

Contact Information

Contact

[Matt Begley](#)

Chief Elected Official Contact

[Mike Sobol](#)

External Grant Administrator

[Dustin Benedict](#)

Chief Administrative Officer

[Richard Hicks](#)

Funding Information

Original Grant Amount

\$1,000,000.00

Grant Amount Requested

\$1,000,000.00

Total Project Resources

\$1,000,000.00

Total Other Federal Resources

\$0.00

Total State Resources

\$0.00

Total Local Resources

\$0.00

Total Leveraged Resources

\$0.00

1

Page 30 of 56

Narrative Questions

Please refer to the **SmbIZ Guidelines** for the information that should be included in your narrative responses. Please provide complete and detailed responses.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY.

Provide a detailed description of the qualifying infrastructure needs. Description must include:

- Summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
- Description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- Details of damage to infrastructure and immediate risks due to damage;
- Explanation of any proposed repairs to improve durability and sustainability of infrastructure

Hurricane Helene caused widespread devastation in the Town of Black Mountain and revealed deficiencies in the Town's stormwater infrastructure. Its location on the Blue Ridge escarpment results in higher rainfall intensity and volume than neighboring areas. This, combined with the Town's steep topography and dense stream networks, amplifies runoff and erosion risks. The existing closed conduit conveyance system in downtown Black Mountain is inadequate, leading to localized flooding during precipitation events that have been increasing in frequency and intensity in recent years.

The current stormwater conveyance system lacks inlets to effectively collect surface water along Cherry Street and features minimal curb height, outdated infrastructure along Broadway Street, and undersized pipes on Sutton Avenue. These conditions result in chronic flooding of public streets and businesses in the central business district during and after storm events, causing property and inventory damage and limiting public access to the shops. This flooding causes street and sidewalk closures, necessitated repetitive repair and cleanup costs, and during heavier rain events necessitated placing heavy equipment above manholes to prevent them from shooting water directly on to the street.

To address this critical community resilience need, the Town is requesting \$1,000,000 to implement the first phase of stormwater infrastructure improvements that will modernize the Town's drainage system and mitigate flood risks for businesses in the central business district. While the full suite of downtown stormwater improvements will occur over three phases, the downstream section along Sutton Avenue must be addressed first for systemwide effectiveness. This project seeks funding to remove and replace 710 linear feet (LF) of stormwater pipe along Sutton Avenue with modern, high-capacity materials designed to withstand both current and future conditions and runoff volumes in the receiving watershed. These repairs will mitigate flooding risks for the downtown core of Black Mountain and thereby improve community resilience and support economic vitality in downtown Black Mountain.

There are six businesses along Sutton Avenue that will benefit directly from the project, while numerous businesses located upstream of the project corridor will indirectly benefit from the improved capacity of the Town's drainage system. Of these six businesses, one (located at 106 Sutton Avenue) is currently being redeveloped for retail use and anticipates hiring two full-time staff. The Town has faced challenges in collecting the required NCU101 forms. One business has provided the required NCU101 forms, while waivers are currently being requested from the others.

DESCRIBE THE ANTICIPATED OUTCOMES.

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

Outcomes could include but are not limited to the number of feet/miles of water/sewer lines being replaced or repaired, number of feet/miles of sidewalk or curb improvements, number of small businesses improved/assisted, etc, in the applicable cost categories:

- water
- sewer
- gas
- telecommunications
- high-speed broadband
- electric utility
- sidewalk and curb infrastructure

The proposed project will result in significant and measurable improvements to critical public infrastructure to support economic recovery and expand small businesses' ability to attract customers and support long-term economic growth. Approximately 710 LF of stormwater pipes will be upgraded with modern, high-capacity infrastructure, including new catch basins and curb inlets along the proposed pipe alignment. This new system will significantly increase the conveyance capacity to meet current design standards, resulting in a reduction of flood risk and improved stormwater capture efficiency. Improved drainage will reduce damage to buildings, inventory, and equipment. By reducing flooding risk, access to downtown businesses will be maintained and enhanced. The project will improve the walkability of downtown in the wake of storms and precipitation events, thereby increasing foot traffic and customer access to local businesses for tourists and local residents.

Six small businesses will directly benefit from reduced flood risk and improved access. These businesses, which include retail shops and a building company, will experience fewer disruptions, reduced storm recovery costs, and increased resilience to future weather events. The replacement and upgrade of stormwater conveyance infrastructure will enhance the functional appeal of the downtown area, encouraging continued investment and revitalization. By providing more reliable public infrastructure, this project's investment will foster confidence among business owners and developers to support long-term economic growth and sustainability.

DESCRIBE THE PROJECT SUSTAINABILITY.

- Describe how this project will provide long-term and sustainable solutions for recovery of the business(es) involved in the project.

Downtown Black Mountain's small businesses are particularly vulnerable to flooding due to the existing aging and undersized stormwater conveyance system. Upgrading the system along Sutton Avenue will reduce the frequency and severity of localized flooding to protect storefronts, inventory, equipment, and improve customer access. The project supports the long-term economic sustainability of downtown Black Mountain, minimizing costly disruptions and enabling businesses to remain open during and after storm events.

Flooding not only damages property but deters foot traffic and impedes access to businesses in the Town's commercial core. By modernizing the downstream section of downtown Black Mountain's stormwater conveyance system, the project will create more reliable access to downtown businesses, which will in turn stabilize local business operations, encourage private investment, and support the Town's long-term vitality.

Rural Economic Development Grant Agreement

Small Business Infrastructure Grant Program

EXHIBIT A
SA-0432

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT.

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

- water
- sewer
- gas
- telecommunications
- high-speed broadband
- electric utility
- sidewalk and curb infrastructure

The project's workplan includes three main components, each of which are described below.

Project Administration: During this phase, tasks will include preparation of this grant application and administration of the grant funding pursuant to applicable local, state, and federal laws and ordinances, including progress reporting on January 15 and July 15 for each year the grant remains open, and a final report no later than 30 days after the grant end date.

Design and Permitting: During this phase, the Town will contract an engineering firm to complete preliminary and detailed design of the proposed improvements. Preliminary engineering activities include existing conditions assessment, the development and modeling of alternatives and the selection of a preferred alternative, and the completion of a Preliminary Engineering Report. During detailed design, the contracted engineering firm will complete 30%, 70%, and 100% design and construction documents (CDs), and will assist the town to acquire all necessary environmental and construction permits prior to advertising the project for construction. During this phase, the Town will review how to best improve capture efficiency through addition of inlets, increase pipe capacity such that minimum design storm level of service is being met, and ensure long-term access for repair and maintenance.

Construction: To begin this phase, the contracted engineering firm will work closely with the town to assemble the construction bid documents and advertise for construction contractor selection. This phase will also include public notification to inform the affected residents and businesses of construction schedule and access impacts. The construction phase is anticipated to include site preparation and demolition, sediment control, stone and riprap installation, excavation, grading, earthwork, construction of stormwater drainage structures, traffic control, asphalt/concrete, and landscaping of the downtown streetscape. Approximately 710 linear feet (LF) of existing pipe will be removed and replaced with either high density polyethylene (HDPE) or reinforced concrete pipe (RCP) to ensure adequate depth of cover and support for traffic loading. HDPE and RCP are the current standards for stormwater infrastructure. In addition to new pipe, the project will add catch basins and curb inlets along the proposed pipe alignment to increase capture efficiency. The Town will also add improvements to the outfall area, the point where stormwater is discharged from a closed drainage system into an open receiving body. These improvements will stabilize the receiving downstream channel by adding riprap and will likely include end treatment to the outfall such as a headwall or flared end section to reduce the possibility of undercutting the bedding of the pipe at the outfall.

PROJECT BUDGET					
Total Amount Approved: \$1,000,000.00					
Total Funds Pending & Paid: \$0.00					
Total Balance Remaining: \$1,000,000.00					
COST CATEGORY	ACTIVITY	TOTAL AMOUNT APPROVED	TOTAL FUNDS PENDING & PAID	TOTAL BALANCE REMAINING	EXPLANATION
Infrastructure	Administration	\$10,000.00	\$0.00	\$10,000.00	
Infrastructure	Electric Utility	\$0.00	\$0.00	\$0.00	
Infrastructure	Public Water Improvements	\$0.00	\$0.00	\$0.00	
Infrastructure	Public Sewer Improvements	\$0.00	\$0.00	\$0.00	
Infrastructure	Public Gas Improvements	\$0.00	\$0.00	\$0.00	
Infrastructure	Telecommunications	\$0.00	\$0.00	\$0.00	
Infrastructure	High-speed Broadband	\$0.00	\$0.00	\$0.00	
Infrastructure	Sidewalk and Curb Infrastructure	\$990,000.00	\$0.00	\$990,000.00	
TOTALS:		\$1,000,000.00	\$0.00	\$1,000,000.00	

**EXHIBIT B
PAYMENT SCHEDULE**

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if the Department deems such a visit is necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via [Rural Connect Portal](#);
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Progress reports are due on January 15th and July 15th-for each year that the grant remains open. The final report is due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via [Rural Connect Portal](#).

Small Business Infrastructure Grant Program

I. FUND OVERVIEW

[North Carolina Session Law 2025-02](#) transferred funds from the State Emergency Response and Disaster Relief Fund (“SERDRF”) to the Hurricane Helene Disaster Recovery Fund and allocated \$55 million from the Disaster Recovery Act of 2025 – Part I to the North Carolina Department of Commerce (the Department), Rural Economic Development Division (the REDD) for the **Small Business Infrastructure Grant program (SmbIZ)** to help local governments and small businesses impacted by Hurricane Helene rebuild and repair critical infrastructure, restore and resume functions and operations, and support economic recovery and sustainability. The **SmbIZ** program will offer grants to local governments for infrastructure projects that will target and support small businesses that employ 150 or fewer employees and that were adversely impacted by Hurricane Helene. Funding will be awarded on a first-come, first-served basis.

Grants awarded under this program must be used by local governments to address qualifying infrastructure needs that the Department, in consultation with applicant local governments and small businesses, determines were damaged by Hurricane Helene and adversely affect access to, or operations of, the identified small businesses.

REDD will administer SmbIZ in accordance with State law.

II. PURPOSE OF THE FUND

- Provide financial assistance for **community recovery and resilience** to communities specifically impacted by Hurricane Helene, helping to bring back vital services for small businesses and entrepreneurs.
- **Restore and repair critical infrastructure**, allowing small businesses to resume function and operations to support economic recovery and sustainability.
- Assist in **restoring or expanding small businesses’** ability to attract customers to business districts to help retain business, expand access, spur private investment to create stability, and leverage resources to create resiliency and economic growth.

III. ELIGIBLE APPLICANTS

Eligible applicants are those local governments impacted by Hurricane Helene and designated before, on, or after March 19, 2025, under a major disaster [declaration](#) by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene (the “[Affected Area](#)”). Special consideration will be given to local governments in Tier 1 and Tier 2 Counties.

For the purposes of this program, a local government is defined as a city or county within the state of North Carolina.

IV. ELIGIBLE PROJECTS AND EXPENSES

Qualifying infrastructure must serve one or more businesses within the Affected Area, must have been damaged by Hurricane Helene, and must not be owned or maintained by the small business or businesses. Infrastructure may include but will not be limited to the following activities:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

Eligible expenses may also include planning, material, labor, and administration to complete public infrastructure improvements.

Ineligible expenses include:

- improvements to privately owned infrastructure;
- projects that address building construction; and
- land acquisition costs or fees except for those associated with public easements for the project.

V. FUNDING AMOUNTS

The maximum grant amount is **\$1M per project**, with some restrictions on specific activities. There is no minimum grant amount. The total grant amount per county in the Affected Area will not exceed ten percent (10%) of the total funds appropriated for the SmBIZ program.

Applicants should consider feasibility as it relates to the overall cost of any project. Grant administration costs are limited to one and a half percent (1.5%) of the awarded grant total. Applicants that receive funding approval for project(s) may charge the cost of application preparation. No more than \$3,500 may be charged to the SmBIZ program for the preparation of the application if a grant is awarded. This cost would be included in the maximum of one and a half percent (1.5%) allowed for administration. No other costs incurred prior to grant awards are eligible for reimbursement.

Applicants may request that up to twenty percent (20%) of the total grant award be allocated in advance without providing proof of payment. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be allocated in advance. All remaining

funds not issued in advance will be allocated to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

Applicants may request that up to twenty percent (20%) of the total grant award be issued in advance without providing proof of payment by providing specific information and documentation to the Department. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be issued in advance. All remaining funds not issued in advance will be distributed to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if deemed necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via [Rural Connect Portal](#);
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

VI. APPLICATION PROCESS

Local governments seeking funds from the SmBIZ program are required to submit a formal application to the North Carolina Department of Commerce through the online grants management portal, [Rural Connect Portal](#).

Funding is awarded on a first come, first served basis. A full and complete application, including all necessary supporting documentation, can be submitted beginning May 1, 2025.

Upon receipt of a full application and consideration of the application relative to the criteria set forth in [NC Session Law 2025-02](#) and these Guidelines, the REDD shall determine whether the proposed project should receive an award of a grant under the SmBIZ program.

Applications will be reviewed in the order they are received, according to the submission time and date, as recorded in the portal.

Awards will be granted on or before the dates listed in the schedule below and are subject to available funding.

Incomplete or ineligible applications may be disqualified.

Applicants will be notified in writing regarding the status of their project via an award or declination letter. If a grant is awarded, the REDD then will provide grantees with grant administration contracts in order to execute the terms of the grant. Projects must be completed within thirty-six (36) months of the award, unless an extension is granted by REDD in writing.

Award Schedule:

June 30, 2025
October 31, 2025
February 28, 2026
June 30, 2026

VII. APPLICATION REQUIREMENTS

In the [Rural Connect Portal](#), grantees should use the following as guidance to complete the SmBIZ program application.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY:

Provide a detailed description of the qualifying infrastructure needs. Descriptions must include:

- summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure;

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT:

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE PROJECT TIMELINE: (Submit as an Attachment)

Please provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE ANTICIPATED OUTCOMES:

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

- Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the following applicable cost categories:
 - water;
 - sewer;
 - gas;
 - telecommunications;
 - high-speed broadband;
 - electric utility; and
 - sidewalk and curb infrastructure.

DESCRIBE THE PROJECT SUSTAINABILITY:

Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

VII. PROCUREMENT

Grantees must follow all local, state, and federal laws and ordinances as they pertain to procurement. More information on the State of NC procurement can be found [here](#).

VIII. MONITORING PROCESS

REDD will monitor the project through various mechanisms, including review of semi-annual reports received from the grant recipient; phone, email, and/or letter correspondence; receipt of all published press articles about the project as provided to REDD by the local government; and on-site monitoring visits by REDD staff, as necessary.

IX. REPORTING REQUIREMENTS

Progress reports will be due on January 15th and July 15th for each year the grant remains open. The final report will be due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant, including time extensions.

Failure to submit progress reports as required:

5. will result in non-payment of payment requests;
6. may result in the immediate termination of the grant;
7. may result in the demand for immediate repayment of any funds paid by REDD;
and
8. will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via the [Rural Connect Portal](#).

X. LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

The local government will be responsible for managing the day-to-day operations of the activities funded by the SmBIZ program to ensure the funds are used in accordance with all program requirements and written agreements and will take action when performance problems arise. Specifically, the local government will be responsible for the following:

- **Management and Oversight:** The local government is legally, financially, contractually, and programmatically responsible for the project. The local government is responsible to the State of North Carolina, even if the local government employs a contract administrator or contracts with a sub-recipient for the project.
- **Financial Management:** The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurately identifying project costs and cash balances and maintaining proper internal controls.
- **Statement of Assurances and Certifications:** The local government's elected officials and administrators should read and understand these documents and the implementation obligations.
- **Grant Agreement:** If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be
- changed without the State's written approval.

XI. PROJECT AMENDMENTS

Prior to making any change to the approved application, grantees should contact the program manager to discuss any proposed changes.

XII. USE OF NC LICENSED PROFESSIONALS

REDD strongly recommends the use of North Carolina licensed professionals on construction projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are \$30,000 and greater can ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR, licensed by the [State of North Carolina per Article 1 of Chapter 87 of the General Statute](#).

XIII. OTHER REQUIREMENTS AND ATTACHMENTS

Recipients will be required to comply with any subsequent requirements issued by REDD. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, your project could be disqualified.

XIV. APPLICATION CHECKLIST

Applicants should review the Grant Application Checklist to verify the information and documentation needed to apply for funds.

1. Local Government Information

- Local Government name
- Local Government contact name, title, telephone, address, email
- Unique Entity ID

2. Project Contact Information (if applicable)

- Project Contact name
- Project Contact title, telephone, address, email

3. Project Information

- Project Title
- Project Description – Provide a short description of your project.

4. Property Information (if applicable)

- Census Tract Number
- Property Address
- Legal Name of Property Owner
- National Register of Historic Places Listing

5. Narrative Questions:

1. Provide a detailed description of the qualifying infrastructure needs. Description must include:
 - summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
 - list of each business affected, including business address or addresses;

- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
 - details of damage to infrastructure and immediate risks due to damage; and
 - explanation of any proposed repairs to improve durability and sustainability of infrastructure.
2. Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:
- water;
 - sewer;
 - gas;
 - telecommunications;
 - high-speed broadband;
 - electric utility; and
 - sidewalk and curb infrastructure.
3. Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.
- Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the applicable cost categories:
 - water;
 - sewer;
 - gas;
 - telecommunications;
 - high-speed broadband;
 - electric utility; and
 - sidewalk and curb infrastructure.

4. Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

5. Budget

Project Expense	Activity	Federal	State	Local	Total
Water					
Sewer					
Gas					
Telecommunications					
High-speed broadband					
Electric Utility					
Sidewalk and curb infrastructure					
Administration					
TOTAL					

6. Upload Documents

- Map of project area
- Project Timeline
 1. Provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories.
- Certified Cost Estimates
 - Include a professional project budget including all revenue and expenditures allocated for each of the applicable cost categories.
- Local Government Resolution
- Preliminary Engineering Report (PER)
- Photos of the damage and infrastructure to be repaired
- NCUI101 Forms
 - Include a form from the most recent quarter for each small business included in the project.
- Executed Local Government Certifications Document
 - Form available: www.commerce.nc.gov/SmBIZ
- State Historic Preservation Office documentation/ National Registry of Historic Places documentation or provide a statement of explanation if these do not apply to your project.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 10, 2026

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

TITLE OF ITEM: Resolution to Award the Sutton Ave. Stormwater Project to John R. McAdams Company, Inc. and Approval of a Capital Project Ordinance for the Sutton Ave. Stormwater Project.

SUGGESTED MOTION(S):

Motion to approve the Resolution to Award the Sutton Ave. Stormwater Project to John R. McAdams Company, Inc. and Approval of the Capital Project Ordinance for the Sutton Ave. Stormwater Project as presented.

SUMMARY:

Town Council will consider a resolution to award the design and engineering of the Sutton Ave. Stormwater Project (Phase I) to the John R. McAdams Company, Inc. and a Capital Project Ordinance for the project. Attached are the resolution to award the project, the scoring summary of the Statements of Qualification, and the Capital Project Ordinance for the project.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. R-26-XX Resolution to Award Sutton Ave Stormwater Project (Phase I) Design & Engineering to the John R McAdams Company
2. RFQ Evaluations - Phase 1 Downtown Stormwater (1)
3. O-26-XX Sutton Ave. Stormwater Project (Phase I) Capital Project Fund Ordinance

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

**A RESOLUTION TO AWARD THE SUTTON AVE. STORMWATER PROJECT
(PHASE I) DESIGN AND ENGINEERING TO THE JOHN R. MCADAMS COMPANY,
INC.**

Resolution No. R-26-XX

WHEREAS, the Town has been awarded a \$1,000,000 grant for the Sutton Ave. Stormwater Project (Phase I) from the North Carolina Department of Commerce Small Business Infrastructure (SmBIZ) grant program; and

WHEREAS, the Town Council of the Town of Black Mountain has authorized the grant agreement to fund the project; and

WHEREAS, the Town requested statements of qualification from firms who wished to be considered for the design and engineering of the project; and

WHEREAS, the John R. McAdams Company (hereinafter referred to as “McAdams”) was considered the most qualified firm according to the scoring method used to evaluate the statements of qualification; and

WHEREAS, the Town has previously entered into a Master Services Agreement with McAdams for on-call engineering services and will, if awarded to McAdams, authorize work on this project on a task order basis;

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

1. The Interim Town Manager, and/or a designee(s) thereof, is authorized to enter into negotiations with McAdams for engineering and design services for the Sutton Ave. Stormwater project (Phase I) and the subsequent task order(s) and budget amendment(s) will be presented to Town Council at a later date.

ADOPTED this 10th day of September 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk

Project / Purchase: TOBM Phase 1 - Downtown Stormwater Inlet Rehabilitation
Department: Stormwater
RFQ Bid Due Date: April 2, 2026
RFQ Bid Scoring Date: March 31, 2026
Staff Contact: Matt Begley & Chad Goins

Cumulative Scores					
Bidder	Criterion 1	Criterion 2	Criterion 3	Criterion 4	Total
KCI	84	73	73	59	289
McAdams	88	73	74	59	294
Summit	84	73	73	59	289

Scoring Metrics

1. Firm Qualifications and Relevant Experience
2. Project Team Qualifications
3. Project Understanding and Technical Approach
4. Past Performance and References

Weights

- 30 of 100 points
- 25 of 100 points
- 25 of 100 points
- 20 of 100 points

Staff Recommendation: The John R. McAdams Company, Inc.

Town of Black Mountain
Sutton Ave. Stormwater Project (Phase I)
Capital Project Fund Ordinance
Ordinance No: O-26-XX

BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that, pursuant to the Local Government Budget and Fiscal Control, a local government may, in its discretion, authorize and budget for a capital project or a grant project in a project ordinance adopted pursuant to G.S. 159-13.2. A project ordinance authorizes all appropriations necessary for the completion of the project and neither it nor any part of it need be readopted in any subsequent fiscal year; and the following Capital Project Fund Ordinance is hereby created as follows:

Section 1: Project Defined

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

Section 2: Project Authorization

The project authorized is for the purpose of completing the Downtown Stormwater Project as outlined in the scope submitted to the North Carolina Department of Commerce.

Section 3: Funding

The project is funded in whole by the North Carolina Department of Commerce SmallBiz Grant program.

Section 4: Directives

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

Section 5. Revenues

The following anticipated Revenues are hereby adopted:

<u>Budgeted Revenues</u>	
<u>Revenue Type</u>	<u>Anticipated Revenues</u>
Allocation Project Grant Funding (NC DOC SmallBiz)	\$1,000,000.00
Total Revenue	\$1,000,000.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<i>Budgeted Expenditures</i>	
<i>Expenditure Type</i>	<i>Anticipated Expenditures</i>
Professional Services – Design and Engineering	\$221,405.00
Capital Outlay – Land Improvements	\$768,595.00
Administrative Expenses	\$10,000.00
Total Expenditure	\$1,000,000.00

Section 7. Records and Reporting

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

Section 8. Authority to Manage Accounts

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

Section 9. Official Copies

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

Section 10. Budget Inclusion

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

Section 11. Project Expiration

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

Duly adopted this 10th day of September 2026.

C. Michael Sobol
Mayor

ATTEST:

Wesley M. Barker
Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Richard Hicks, Interim Town Manager **MEETING DATE:** September 10, 2026

AGENDA SECTION: Agenda Review and Approval **DEPARTMENT:** Administration

TITLE OF ITEM: September 14, 2026 Regular Meeting Agenda Draft

SUGGESTED MOTION(S):

Motion to approve the September 14, 2026 agenda as presented or as amended.

SUMMARY:

The draft agenda for the September 14, 2026 regular Council meeting is attached for review.

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. September 14, 2026 Meeting Agenda Draft v2



TOWN OF BLACK MOUNTAIN TOWN COUNCIL

September 14, 2026

REGULAR SESSION AGENDA

Time: 6:00 PM

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

Agendas and agenda packets may be accessed electronically from your laptop or smartphone. Visit the Town's website at www.townofblackmountain.org. Click on **Government** and select **Town Council** to access agenda materials for Town Council meetings. You can also scan this QR code with your smartphone to access agenda materials.



 Conserve Resources; print only when necessary.

The Town of Black Mountain is committed to providing accessible facilities, programs, and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door. Should you need other assistance or accommodation for this meeting, please contact Town Clerk Wesley Barker at: town.clerk@tobm.org, or (828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

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

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

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. Presentation of Medal of Valor to Four Citizens

3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. Presentation from BearWise Advisory Group

3.B. Presentation on Parking from BMPD

3.C. Presentation on Swannanoa River Floodbench Project

4. CITIZEN COMMENTS

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

5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

7. CONSENT AGENDA

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

7.A. Adoption of Meeting Minutes- August 6 & 10, 2026 - Wesley Barker, Town Clerk
Motion: Motion to approve the meeting minutes as presented, or amended.

7.B. Resolution to Amend the FY26-27 Budget for BMPD Insurance Recovery Proceeds - Laurel Mabery, Accountant, Steve Parker, Police Chief
Motion: Motion to approve the budget amendment resolution as presented.

7.C. Monthly Tax Collector Report- July 2026 - Laurel Mabery, Accountant
Motion: Approve the tax collector report for July 2026 as presented.

7.D. Call for a Public Hearing for Text Amendments to Chapter 6, Animals, Section 6-6, Public Nuisance, and Section 6-19, Civil Penalty to add language regarding bears, to be held on Monday, October 12, 2026, at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC, or as

soon thereafter as possible. - Michelle Kennedy, Planning Director

Motion: I move to call for the public hearing for amendments to Chapter 6, Animals, Section 6-6, Public Nuisance and Section 6-19, Civil Penalties to add language regarding bears to be held on Monday, October 12, 2026, at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC or as soon thereafter as possible.

- 7.E. Authorization of the Purchase of Recycling Vehicles through NC DEQ Recycling Grant Program and Adoption of the Capital Project Ordinance.** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution authorizing the purchase of recycling vehicles through NCDEQ Helene Recovery Recycling Infrastructure Grant Program and adoption of the Capital Project Ordinance as presented.

- 7.F. Consideration of Resolution Authorizing the Purchasing of Replacement Vehicles through the USDA Community Facilities Disaster Assistance Fund Grant and Adoption of Capital Project Ordinance.** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution authorizing the purchase of replacement vehicles through the USDA Community Facilities Disaster Assistance Fund Grant and adoption of the Capital Project Ordinance for this grant as presented.

- 7.G. Consideration of Resolution to Authorize the Agreement with Anchor QEA of NC, PLLC to Provide Design and Engineering Services for the Flat Creek Greenway Restoration Project** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution as presented.

- 7.H. Consideration of Resolution Authorizing the Task Order with Jennings Environmental for Design & Engineering Services for the NC DEQ Blueprint Veterans Park Floodbenching Project and Adoption of a Capital Project Ordinance for this Project.** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution to authorize the task order with Jennings Environmental as presented and to adopt the Capital Project Ordinance as presented for the Veterans Park Floodbenching Project.

- 7.I. Consideration of Resolution Authorizing the Task Order with Jennings Environmental for Design & Engineering Services for the Veterans Park River Restoration Project and Adoption of the Capital Project Ordinance.** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution authorizing the Task Order with Jennings Environmental for design & engineering services for the Veterans Park River Restoration Project and adoption of the Capital Project Ordinance for the project as presented.

- 7.J. Consideration of Resolution Authorizing the Task Order with Kimley-Horn &**

Associates to Perform Design & Engineering Services for the Veterans Park Pedestrian Bridge Project. - Matt Begley, Recovery & Capital Programs Director
Motion: Motion to approve the resolution authorizing the task order with Kimley-Horn & Associates to perform design & engineering services for the Veterans Park Pedestrian Bridge Project as presented.

- 7.K. Consideration of Resolution Authorizing the Amendment to the Agreement for Professional Engineering & Design Services from the John R. McAdams Company for FEMA Town Roads Group 2 Project.** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve authorizing the amendment to the agreement for Professional Engineering & Design Services from the John R. McAdams Company for FEMA Town Roads Group 2 Project.

- 7.L. Consideration of Application to Pursue Grant Funds for Part-Time Assistant Community Garden Manager Position Funding for FY27-28** - Jacob Guiot, Recreation & Parks Director

Motion: Motion to approve the resolution as presented.

8. PUBLIC HEARING

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

- 8.A. Public Hearing to Amend Chapter 48, Utilities, Article VI, Stormwater Management Enterprise Fund, Division 2, Stormwater Service Charges** - Jennifer Tipton, Senior Admin, Michelle Kennedy, Planning Director

Motion: I move that we approve the amendments to Chapter 48, Utilities, Article VI, Stormwater Management Enterprise Fund, Division 2, Stormwater Service Charges as presented.

- 8.B. Public Hearing to Amend Chapter 2, Building Regulations, Section 2.3, Flood Damage Prevention Ordinance** - Anne Phillip, Stormwater Technician, Michelle Kennedy, Planning Director

Motion: I move that we approve the proposed amendments to Chapter 2, Building Regulations, Section 2.3, Flood Damage Prevention Ordinance, as presented and that the proposed amendments are consistent with the comprehensive plan and are in the public interest because they promote environmentally-sensitive and sustainable practices and promote the public health, safety and welfare of the town.

- 8.C. Public Hearing to Amend Chapter 8, Land Development and Environmental Regulations, Section 8.2, The Phase II Stormwater Ordinance and Chapter 20, Environment, Article X, Illicit Discharge** - Anne Phillip, Stormwater Technician, Michelle Kennedy, Planning Director

Motion: I move that we approved the proposed amendments to Chapter 8, Land Development and Environmental Regulations, Section 8.2, The Phase II Stormwater Ordinance and Chapter 20, Environment, Article X, Illicit Discharge as presented and the proposed amendments are consistent with the comprehensive plan and are reasonable and in the public interest because they promote environmentally-sensitive and sustainable practices, promote natural approaches to address stormwater, and promote the public health, safety and welfare of the town.

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. Discussion of Public Safety Building Facilities - Michael Sobol, Mayor

Motion: n/a- discussion only.

11. NEW BUSINESS

11.A. ERU Rate Presentation - Anne Phillip, Stormwater Technician

Motion: I move that the current ERU be left at \$6.00 and that all NSFR properties be notified before implementation of the ERU to those properties.

11.B. Resolution to Amend the Fiscal Year 2026-27 Schedule of Fees for facility rental fee increases for the Lakeview Clubhouse facility. - Jacob Guiot, Recreation & Parks Director

Motion: Motion to approve the amendments to the Lakeview Clubhouse rental fees and amendment to the Town Schedule of Fees for FY26-27 as presented.

11.C. Discussion of Flock Cameras - Michael Sobol, Mayor

Motion: n/a- discussion only.

11.D. Agreement For Engineering Services With McGill Associates, PA for Water Resiliency Project. - Richard Hicks, Interim Town Manager

Motion: I move that Council authorize the Interim Town Manager to Execute the Engineering Agreement with McGill Associates, PA for the Water Resiliency Project.

- 12. CLOSED SESSION - NCGS 143-318.11 (A)(3) CONSULT WITH ATTORNEY, ATTORNEY-CLIENT PRIVILEGE; AND NCGS 143-318.11(A)(6) PERSONNEL-RELATED.**
- 13. ADJOURNMENT**