



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

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1. CALL TO ORDER

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

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

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

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

2.B. Proclamation for September 25 to be "Dolly Parton Day" in Black Mountain

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

11. NEW BUSINESS

11.A. 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.B. 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



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Steve Parker, Police Chief	MEETING DATE:	September 14, 2026
AGENDA SECTION:	Proclamations, Awards, Recognitions, Special Resolutions	DEPARTMENT:	Police Department
TITLE OF ITEM:	Presentation of Medal of Valor to Four Citizens		

SUGGESTED MOTION(S):
Presentations only.

SUMMARY:

The Police Department will present the Medal of Valor to four individuals in recognition of their extraordinary courage and selfless actions. Each recipient will be awarded a medal, and we will read an honorary citation expressing our sincere gratitude for their bravery and service to our community.

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. Andrew Koulouris Written Award
2. Christian Maloney Written Award
3. James Thompson Written Award
4. Phillip T Whiting Written Award



Black Mountain Police Department

106 Montreat Road
Black Mountain, NC 28711
(828)419-9350



Citizen Valor Award

The Black Mountain Police Department proudly presents the **Citizen Valor Award** to **Andrew Koulouris** in recognition of extraordinary courage, selfless action, and unwavering commitment to the safety of others during a critical public safety incident at the Trailhead Restaurant.

On July 2, 2026, while confronted with an armed individual inside the Trailhead Restaurant who was openly waving a firearm and threatening to kill innocent people, **Andrew Koulouris** displayed exceptional courage, composure, and concern for the safety of others. Their calm and decisive actions provided critical assistance during a rapidly evolving and extremely dangerous situation, helping protect lives and supporting the efforts of responding law enforcement officers.

In the face of imminent danger, **Andrew Koulouris** demonstrated the highest standards of courage, civic responsibility, and selfless service. Their willingness to act under extraordinary circumstances reflects great credit upon themselves and serves as an inspiration to the entire Black Mountain community.

The Black Mountain Police Department is honored to recognize **Andrew Koulouris** for actions that exemplify the finest traditions of citizenship, bravery, and dedication to the protection of others.

Presented this 14 day of September 2026

Steven R Parker

Steven R. Parker

Chief of Police

Black Mountain Police Department

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Black Mountain Police Department

106 Montreat Road
Black Mountain, NC 28711
(828)419-9350



Citizen Valor Award

The Black Mountain Police Department proudly presents the **Citizen Valor Award** to **Christian Maloney** in recognition of extraordinary courage, selfless action, and unwavering commitment to the safety of others during a critical public safety incident at the Trailhead Restaurant.

On July 2, 2026, while confronted with an armed individual inside the Trailhead Restaurant who was openly waving a firearm and threatening to kill innocent people, **Christian Maloney** displayed exceptional courage, composure, and concern for the safety of others. Their calm and decisive actions provided critical assistance during a rapidly evolving and extremely dangerous situation, helping protect lives and supporting the efforts of responding law enforcement officers.

In the face of imminent danger, **Christian Maloney** demonstrated the highest standards of courage, civic responsibility, and selfless service. Their willingness to act under extraordinary circumstances reflects great credit upon themselves and serves as an inspiration to the entire Black Mountain community.

The Black Mountain Police Department is honored to recognize **Christian Maloney** for actions that exemplify the finest traditions of citizenship, bravery, and dedication to the protection of others.

Presented this 14 day of September 2026

Steven R Parker

Steven R. Parker

Chief of Police

Black Mountain Police Department

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Citizen Valor Award

The Black Mountain Police Department proudly presents the **Citizen Valor Award** to **James Thompson** in recognition of extraordinary courage, selfless action, and unwavering commitment to the safety of others during a critical public safety incident at the Trailhead Restaurant.

On July 2, 2026, while confronted with an armed individual inside the Trailhead Restaurant who was openly waving a firearm and threatening to kill innocent people, **James Thompson** displayed exceptional courage, composure, and concern for the safety of others. Their calm and decisive actions provided critical assistance during a rapidly evolving and extremely dangerous situation, helping protect lives and supporting the efforts of responding law enforcement officers.

In the face of imminent danger, **James Thompson** demonstrated the highest standards of courage, civic responsibility, and selfless service. Their willingness to act under extraordinary circumstances reflects great credit upon themselves and serves as an inspiration to the entire Black Mountain community.

The Black Mountain Police Department is honored to recognize **James Thompson** for actions that exemplify the finest traditions of citizenship, bravery, and dedication to the protection of others.

Presented this 14 day of September 2026

Steven R Parker

Steven R. Parker

Chief of Police

Black Mountain Police Department

Honor ~ Integrity ~ Professionalism ~ Excellence ~ Service ~ Dedication ~ Respect



Black Mountain Police Department

106 Montreat Road
Black Mountain, NC 28711
(828)419-9350



Citizen Valor Award

The Black Mountain Police Department proudly presents the **Citizen Valor Award** to **Phillip T. Whiting** in recognition of extraordinary courage, selfless action, and unwavering commitment to the safety of others during a critical public safety incident at the Trailhead Restaurant.

On July 2, 2026, while confronted with an armed individual inside the Trailhead Restaurant who was openly waving a firearm and threatening to kill innocent people, **Phillip T. Whiting** displayed exceptional courage, composure, and concern for the safety of others. Their calm and decisive actions provided critical assistance during a rapidly evolving and extremely dangerous situation, helping protect lives and supporting the efforts of responding law enforcement officers.

In the face of imminent danger, **Phillip T. Whiting** demonstrated the highest standards of courage, civic responsibility, and selfless service. Their willingness to act under extraordinary circumstances reflects great credit upon themselves and serves as an inspiration to the entire Black Mountain community.

The Black Mountain Police Department is honored to recognize **Phillip T. Whiting** for actions that exemplify the finest traditions of citizenship, bravery, and dedication to the protection of others.

Presented this 14 day of September 2026

Steven R Parker

Steven R. Parker

Chief of Police

Black Mountain Police Department

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TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Michelle Kennedy, Planning Director	MEETING DATE:	September 14, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	DEPARTMENT:	Planning & Development Services
TITLE OF ITEM:	Presentation from BearWise Advisory Group		
SUGGESTED MOTION(S):	n/a		

SUMMARY:

The BearWise Advisory Group will give a brief presentation on the status of the group's work and express support for the call for public hearing for the text amendments to Chapter 6. While staff will be present, the presentation will be given by the citizen members of the group.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER:	Steve Parker, Police Chief	MEETING DATE:	September 14, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	DEPARTMENT:	Police Department
TITLE OF ITEM:	Presentation on Parking from BMPD		

SUGGESTED MOTION(S):

n/a- presentation only.

SUMMARY:

A Black Mountain Police Department representative will provide some information to the Council concerning parking.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: Communications from Staff, Councils, Commissions & Agencies **DEPARTMENT:** Administration

TITLE OF ITEM: Presentation on Swannanoa River Floodbench Project

SUGGESTED MOTION(S):

n/a- presentation only

SUMMARY:

Town Council will hear an update on the Swannanoa River Floodbenching project. The presentation will cover the purpose of the project, the steps taken on the project, and construction progress of the project. This presentation will be given by Interim Project Manager Chad Goins and Recovery and Capital Programs Director Matt Begley.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** September 14, 2026
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration
TITLE OF ITEM: Adoption of Meeting Minutes- August 6 & 10, 2026

SUGGESTED MOTION(S):

Motion to approve the meeting minutes as presented, or amended.

SUMMARY:

Town Council meeting minutes from the August 6, 2026 Special Meeting & Agenda Review, and August 10, 2026 Regular Meeting are attached for review and approval.

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. August 6, 2026 Agenda Review Meeting _Minutes_Draft
2. August 10, 2026 Town Council Meeting _Minutes_Draft



BLACK MOUNTAIN TOWN COUNCIL MINUTES

August 6, 2026 | Special Meeting & Agenda Review | Time: 5:00 PM

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

Black Mountain Town Council held their special meeting agenda on Thursday, August 6, 2026, at 5:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER.

Mayor C. Michael Sobol called the meeting to order at 5:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Council Member Larry Harris, Council Member Lawrence Lytle, Town Council Member Ryan Stone. *Council Member Alice Berry was absent.*

The following staff members were present: Interim Town Manager Richard Hicks; Town Clerk Wesley Barker; Fire Chief John Coffey; Deputy Police Chief Chris Kuhn; Recreation & Parks Director Jacob Guiot; Recovery & Capital Programs Director Matt Begley.

2. NEW BUSINESS.

2.A. Consideration of Master Services Agreement with Anchor QEA of NC, PLLC for Professional Engineering & Architectural Services.

Chris Engle from Anchor QEA discussed with the Town Council the Master Services Agreement (MSA) for establishing the relationship with the Town for recovery projects, including the Flat Creek Greenway and Oconeechee Sinkhole projects. Discussion included tasks associated with the initial work for the Flat Creek Greenway project. Matt Begley, Recovery and Capital Programs Director, spoke to the Council on the FEMA Public Assistance process for these projects. Town Council considered a resolution to approve the proposed MSA with Anchor QEA for recovery projects.

Council Member Larry Harris made a motion to approve the master services agreement with Anchor QEA of NC, PLLC for Professional Engineering & Architectural Services as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**A RESOLUTION AUTHORIZING AGREEMENT WITH ANCHOR QEA OF
NORTH CAROLINA, PLLC FOR PROFESSIONAL ENGINEERING &
ARCHITECTURAL SERVICES**

RESOLUTION NO. # R-26-60

WHEREAS, the Town of Black Mountain (the “Town”) requires on-demand professional engineering and consulting services to support public infrastructure recovery, planning, and capital improvement initiatives; and

WHEREAS, Anchor QEA of North Carolina, PLLC (the “Engineer”), a professional engineering firm was selected through a qualifications-based selection process in accordance with the North Carolina Mini-Brooks Act (G.S. 143-64.31); and

WHEREAS, the Town and the Engineer desire to enter into a Master Services Agreement to establish terms and conditions under which the Engineer will provide professional services on an as-needed basis, through individually authorized Task Orders; and

WHEREAS, the Master Services Agreement includes federally required terms and conditions applicable to projects funded through FEMA or other disaster recovery programs related to Tropical Storm Helene (DR-4827-NC); and

WHEREAS, Town staff recommends approval of the Agreement to allow timely engagement of professional services necessary to advance infrastructure repair and capital projects.

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

1. The Town Council hereby authorizes the Town Manager to execute the Master Services Agreement between the Town of Black Mountain and Anchor QEA of North Carolina, PLLC, as presented.
2. The Town Manager is further authorized to execute individual Task Orders under the Agreement for the Flat Creek Greenway and N Oconeechee Ave. & Sunset Dr. Sinkhole FEMA Public Assistance projects, subject to availability of funds and compliance with applicable procurement requirements.

Adopted this 6th day of August, 2026.

2.B. Existing Public Safety Building Presentation by McGill Associates & Moseley.

Representatives from McGill Associates and Moseley presented a report entitled Public Safety Building Professional Expected Damages Certification, dated July 8, 2026. Below is a summary of the report:

- The engineering report finds that the existing Public Safety Facility at 106 Montreat Road has significant structural distress, including foundation compromise, settlement, wall movement, slab cracking, and water-related deterioration.
- The damage is consistent with loss of bearing beneath footings and slabs, likely caused by groundwater movement, drainage failures, soil migration, and a cracked stormwater pipe beneath the building.
- The facility has been unoccupied since March 2026 and is described as nonfunctional and not repairable in place without major site remediation.
- Continued groundwater movement and poor subsurface drainage are expected to cause additional settlement and deterioration unless extensive repairs and remediation are completed.
- Estimated replacement costs are approximately \$19,998,000 for a new code-compliant facility, or approximately \$22,512,000 to demolish and replace the facility on the existing site with geotechnical remedies.
- The report concludes that the current site has persistent long-term risks, including chronic groundwater movement, concentrated watershed runoff, reduced soil bearing capacity, and elevated flood-related vulnerability.
- The existing watershed and drainage conditions cannot be fully eliminated through simple stormwater pipe relocation and would require comprehensive groundwater, stormwater, subsurface stabilization, and foundation design measures.
- Hurricane Helene may have contributed to or accelerated the observed deterioration, but the report identifies the underlying site conditions as ongoing and persistent.
- The proposed relocation site at North Fork Road and Lions Way appears to have substantially lower flood, stormwater, and geotechnical risk based on currently available information, though a geotechnical investigation is still needed.
- Overall, the report supports relocation as a way to reduce recurring structural, flood, stormwater, and geotechnical risks compared with rebuilding at the existing site.

After their presentation, a lengthy discussion ensued between the representatives, Town Council members and staff on the existing Public Safety Building. Council asked the Town Manager to work on estimates on the amount of money needed to repair the existing building, and based on these estimates, it would then be determined if the building could be salvaged or not based on any reasonable costs. Next steps also included obtaining a structural engineer on the existing building estimates.

2.C. Proposed Public Safety Building Presentation by McGill Associates & Moseley.

Representatives from McGill & Associates and Moseley then presented the proposed facility preliminary concept which was created as part of the application for funding from the Building Resilient Infrastructure and Communities (BRIC) program for relocating the facility. The layout included should not be considered a final design layout but is included to facilitate discussion around design philosophy and limitations. The representatives stated this proposed facility was 24,000 square feet, and they were tasked with keeping the cost

under \$20 million. Some discussion ensued around funding opportunities and pending grant applications as well as whether any county funding would be available for a new facility. **A copy of the proposed building layouts by McGill & Moseley is included at the end of these minutes as Appendix A.**

2.D. Review and Approval of the August 10, 2026 Town Council Regular Meeting Agenda.

Interim Town Manager Richard Hicks reviewed the proposed agenda for the August 10, 2026 Town Council regular meeting agenda. *Council Member Larry Harris made a motion to approve the August 10, 2026 agenda as presented with the addition of the "Lennie's Law" resolution. A vote of 4-0 in favor. Council Member Alice Berry was absent.*

3. CLOSED SESSION. - No closed session was held.

4. ADJOURNMENT. With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 6:05 pm.

C. Michael Sobol, Mayor

Attest: _____
Wesley M. Barker, Town Clerk



BLACK MOUNTAIN TOWN COUNCIL MINUTES

August 10, 2026 | Regular Session Agenda | Time: 6:00 PM

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

Black Mountain Town Council held their regular session agenda on Monday, August 10, 2026, at 6:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 6:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Council Member Larry Harris, Council Member Lawrence Lytle, Town Council Member Ryan Stone. *Council Member Alice Berry was absent.*

The following staff members were present: Richard Hicks, Interim Town Manager; Wesley Barker, Town Clerk; Jamey Matthews, Public Works Director; John Coffey, Fire Chief; Chris Kuhn, Deputy Police Chief; Jacob Guiot, Recreation & Parks Director; Matt Begley, Recovery & Capital Programs Director; Anne Phillip, Stormwater Technician & Floodplain Administrator; Jennifer Tipton, Senior Admin Planning & Development. Town Attorney Craig Justus was also present.

Mayor Sobol led those in attendance in the pledge of allegiance and a moment of silence, then read the ethics statement.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS- none.

3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. Presentation from NCDOT Division 13 Representative(s) on Projects.

Brendan Merithew, P.E., Division Project Team Lead with NCDOT Division 13, provided updates to the Council on the planned bridge replacement on Blue Ridge Rd. over the Swannanoa River, which would be a permanent replacement for the temporary one-lane bridge that is currently in place after Helene washed the original bridge out. The right-of-way acquisition is currently underway, and construction is set to begin December 2026. It was stated that during construction on the new bridge, all traffic must use Blue Ridge Rd. to Hwy 9 in and out, as no temporary bridge would be built at this location. Mr. Merithew then provided an update on the new interchange on I-40 in Black Mountain, which is at the Blue Ridge Rd. area. The right of way funds have been authorized, and the design is nearly complete, with a slated construction begin date of December 2027 at this time.

The proposed roundabout at Hwy 9 and Blue Ridge Rd. was also discussed with a proposed layout shown as well as the project entitled EB-5547 A & B, which is Black Mountain Bicycle, Pedestrian Improvements and Sidewalk Improvements from (A) Black Mountain

Ave. to intersection of Vance Ave. and NC Hwy. 9, ending at Sutton Ave, and (B) Black Mountain Ave. and Terry Estates Dr. and ending north of I-40 on Vance Ave. at In The Oaks Trail. Tristan Winkler, Transportation Planner/French Broad Metropolitan Planning Organization (MPO) Director, with the Land of Sky Regional Council then provided an update and informational presentation on the MPO.

4. CITIZEN COMMENTS

- Cheryl Milton spoke about water line work on Old Toll Rd. and the amount of funds that were paid to the former Water Operator in Charge to perform this work.
- Adam Smith provided remarks on the "Lennie's Law" resolution that Council has been asked to support for bicycle safety.
- Richard Hudson spoke about the recent fundraiser at the Golf Course, requested a no left turn sign from Cherry St. onto State St., trimming along rights-of-way, paving on Laurel Ave., and auxiliary dwelling units' minimum square feet requirements.
- Victoria Jordan spoke about the water use and the water billing of her community, who are on one meter, stating they are being billed on base rates and asks that this be changed from base rates to a bulk rate.
- Marilyn Sobanski spoke on support of Police and Fire Department staff and thanked Council for recent amendments to park hours.
- John Richardson spoke on the Railyard reopening and seeks clarity on floodplain regulation questions that impacts his property. He also spoke about the amount of fees the Town has spent on the town attorney.

5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL- none.

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

7. CONSENT AGENDA

7.A. Resolution in Support of the Leonard Antonelli and Jacob Hill Bicycle Safety Zone Act of 2025 ("Lennie's Law")

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

TOWN OF BLACK MOUNTAIN RESOLUTION IN SUPPORT OF THE LEONARD ANTONELLI AND JACOB HILL BICYCLE SAFETY ZONE ACT OF 2025 ("LENNIE'S LAW")

RESOLUTION NO. # R-26-61

WHEREAS, the Town of Black Mountain is committed to promoting the safety, health, and well-being of all residents and visitors, including those who utilize public roadways for cycling and other forms of active transportation; and

WHEREAS, Western North Carolina is home to a vibrant and growing cycling community, with many roadways—particularly in and around Black Mountain—serving as popular and heavily trafficked cycling routes; and

WHEREAS, on July 1, 2025, Leonard Antonelli (“Lennie”, age 27) and Jacob Hill (“Jake”, age 32) were tragically killed, while Griffin Tichenor was injured, when a commercial vehicle crossed the center line and struck them during a weekly group cycling ride near Woodfin, North Carolina; and

WHEREAS, this tragic crash underscores the urgent need for enhanced roadway safety measures to protect cyclists and prevent future loss of life; and

WHEREAS, the proposed Leonard Antonelli and Jacob Hill Bicycle Safety Zone Act of 2025, also known as “Lennie’s Law,” seeks to establish designated Bicycle Safety Zones on popular cycling routes across North Carolina, where stricter enforcement of posted speed limits and increased penalties for violations would apply; and

WHEREAS, “Lennie’s Law” proposes a practical, cost-effective approach—modeled after school zone safety measures—that is non-invasive to private property owners and existing roadways, including the installation of clear signage designating bicycle safety zones to increase driver awareness and accountability; and

WHEREAS, data consistently identify excessive speed as a leading contributing factor in vehicle-cyclist collisions, and enhanced enforcement mechanisms can play a critical role in reducing such crashes; and

WHEREAS, local leaders and advocates have expressed support for the concept of bicyclist safety zones as a proactive step toward improving roadway safety; and

WHEREAS, regional partners, including the French Broad Metropolitan Planning Organization and the North Carolina Department of Transportation, are actively evaluating strategies to improve safety along key corridors further demonstrating the need for coordinated action; and

WHEREAS, the Town of Black Mountain recognizes that safer roadways benefit all users, including motorists, cyclists, and pedestrians, and contribute to a more livable, connected, and resilient community;

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

1. The Town of Black Mountain formally expresses its strong support for the establishment of a law that increases awareness and consequences for speeding on designated roadways that meet prescribed criteria for bicycle safety; and
2. The Town supports collaboration with state and regional agencies to identify and designate appropriate Bicycle Safety Zones within and near Black Mountain, based on data, community input, and demonstrated need; and
3. The Town encourages the North Carolina General Assembly to adopt this legislation to enhance cyclist safety through the establishment of Bicycle Safety

- Zones and increased penalties for speeding violations within those zones; and
4. The Town honors the memory of Leonard Antonelli and Jacob Hill and recognizes this legislation as a meaningful step toward preventing future tragedies.

Adopted this the 10th day of August 2026.

7.B. Adoption of Meeting Minutes: June 8, 11, 15, 30 and July 9, 13, 2026.

Vice Mayor Archie Pertiller made a motion to approve the meeting minutes as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

7.C. Monthly Tax Collector Report.

Vice Mayor Archie Pertiller made a motion to approve the monthly tax collector report as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

7.D. Call for Public Hearing for Text Amendments to Chapter 2, Section 2.3, Flood Damage Prevention Ordinance.

The Hazard Mitigation Section of the North Carolina Department of Emergency Management published a new model flood damage prevention ordinance in 2025. The new model ordinance removes the coastal regulations and adds some regulations from lessons learned from Tropical Storm Helene. Staff reviewed the new model ordinance against the current ordinance and made amendments to better align with the model ordinance. The proposed amendments have been reviewed by Planning Board and will also be reviewed by the National Flood Insurance Program (NFIP). *Vice Mayor Archie Pertiller made a motion to call for a public hearing on September 14, 2026 at 6pm for text amendments to the Flood Damage Prevention Ordinance, Ch. 2, Section 2.3, as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.*

7.E. Call for Public Hearing for Amendments to Chapter 8, Section 8.2, The Phase II Stormwater Ordinance and Chapter 20, Article X, Illicit Discharge.

Staff compared the current ordinance to the model ordinance and proposed amendments that would make the ordinance easier to understand and follow. Additional definitions have been proposed, and the illicit discharge section will move from the Environment Chapter of the Code of Ordinances to the Phase II Stormwater Ordinance. Planning Board has reviewed the amendments. *Vice Mayor Archie Pertiller made a motion to call for a public hearing on Monday, September 14, 2026 at 6pm for amendments to Ch. 8, Sec. 8.2, The Phase II Stormwater Ordinance; and Ch. 20, Article X, Illicit Discharge as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.*

7.F. Call for Public Hearing to Amend Chapter 48, Article VI, Division 2, Stormwater Management Enterprise Fund.

The current ordinance does not specify that the property owner is the one responsible for the utility bill as is required by law. The amendments will remove any mention of tenants and move the responsibility of the utility bill to property owners. *Vice Mayor Archie Pertiller made a motion to call for a public hearing on Monday, September 14, 2026 at 6pm for amendments to Ch. 48, Article VI, Division 2, Stormwater Management Enterprise Fund as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.*

7.G. Appointment of Council Member Lawrence Lytle to the Land of Sky Regional Council Board of Directors as Primary Delegate & Council Member Larry Harris as Alternate Delegate.

At the May 11, 2026, Council meeting, Council Member Larry Harris was appointed as the primary delegate to the LOSRC Board of Directors for the Town of Black Mountain. At the July 13, 2026 Council meeting, newly appointed Council member Lawrence Lytle was appointed as the alternate delegate to the LOSRC Board. Council Member Harris has requested that Council Member Lytle switch places with him and become the primary delegate to the LOSRC Board, and for Council Member Harris to be the alternate delegate. If in agreement of this delegate swap, Council will vote to formally approve. *Vice Mayor Archie Pertiller made a motion to appoint Council Member Lawrence Lytle to the Land of Sky Regional Council Board of Directors as Primary Delegate & Council Member Larry Harris as Alternate Delegate. A vote of 4-0 in favor. Council Member Alice Berry was absent.*

7.H. Acceptance of Donation to the Dr. John Wilson Community Garden from Bounty & Soul.

The Dr. John Wilson Community Garden has been offered a donation of a shipping container that has been retrofitted into a walk-in cooler by Bounty & Soul. The cooler will enhance the Garden's Grow for Donation program by extending the storage life of harvested vegetables and improving produce quality prior to distribution. Installation and site preparation costs will be funded through grant funds that were accepted and approved in the previous year. Acceptance of this donation will offer the garden produce storage that will strengthen community food distribution efforts.

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

**A RESOLUTION ACCEPTING A DONATION FROM BOUNTY & SOUL FOR
THE DR. JOHN WILSON COMMUNITY GARDEN**

RESOLUTION NO. R-26-63

WHEREAS, Bounty & Soul has generously offered to donate a retrofitted shipping container designed as a walk-in cooler for use at the Dr. John Wilson Community Garden; and

WHEREAS, the walk-in cooler will support the Garden's Grow for Donation program by extending the storage life of harvested produce and improving produce quality prior to distribution to community members; and

WHEREAS, installation and site preparation costs will be funded through previously accepted and approved grant funds, resulting in no additional cost to the Town; and

WHEREAS, acceptance of this donation will enhance the Garden's ability to support local food distribution efforts and benefit the community.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the donation of the retrofitted walk-in cooler from Bounty & Soul is hereby accepted with appreciation, and the Town Manager is authorized to take all actions necessary to facilitate its installation and use at the Dr. John Wilson Community Garden.

Approved this the 10th day of August 2026.

**7.I. Annual Property Tax Settlement for Fiscal Year 2026 & Adoption of the
Order of Collection of Taxes for Fiscal Year 2027.**

Annual Property Tax Settlement. Pursuant to N.C.G.S. § 105-373, After July 1, and before being charged with taxes for the current fiscal year, the tax collector must provide an annual settlement of current and delinquent property tax collected in the previous fiscal year for approval. The annual settlement provides in detail the tax collection of The Town of Black Mountain's Real Property, Personal Property, and Motor Vehicles. This report also includes the details regarding collection of the East Buncombe Fire District tax collections.

Order of Collection. Also, Pursuant to NCGS § 105-321, Following the approval of the Tax Collector's Annual Statement of the preceding year, the governing board shall adopt an order of collection directing the tax collector to collect the taxes charged in the tax records and receipts. The order of Collection authorizes the collection of current fiscal year property taxes and charging the tax collector with the obligation to "employ all lawful means" to collect taxes.

Vice Mayor Archie Pertiller made a motion to approve the annual property tax settlement for FY 2026 and to adopt the order of collection of taxes for FY27 as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

7.J. Art in the Afternoon Lease Renewal.

The Art in the Afternoon lease expires August 31, 2026. Currently, Art in the Afternoon uses the building at 101 Carver Ave, commonly referred to as the Annex, which is approximately 2,577 square feet. The current rent is \$1,000 per month. A copy of the current lease is attached. Council should review the current lease agreement and rent rate and consider renewal for an additional year which would run from September 1, 2026 through August 31, 2027. Stephanie Bly, tenant, has indicated her interest in continuing the lease. ***Vice Mayor Archie Pertiller made a motion to approve the renewal of the Art in the Afternoon lease for an additional year expiring August 31, 2027. A vote of 4-0 in favor. Council Member Alice Berry was absent.***

8. PUBLIC HEARING

8.A. Public Hearing for One-Year Moratorium for Street Dedications to the Town.

The Town Council has asked that staff draft language to impose a one-year moratorium on street dedications to the town due to current budget constraints, and potential staffing concerns that would potentially be required for maintenance of extra public streets. At the July 13, 2026 Town Council meeting, Council members voted to call for a public hearing to amend Ch. 3, Section 3.6.3, of the Land Use Code to impose a one-year moratorium on the dedication of streets to the town, to be held on Monday, August 10, 2026.

Council Member Larry Harris made a motion to open the Public Hearing on the one-year moratorium for street dedications to the Town. A vote of 4-0 in favor. Council Member Alice Berry was absent. The time was 7:12 pm.

Resident Victoria Jordan stated she would like the Town to take over Bright Hope Rd. in the future.

Council Member Larry Harris then made a motion to close the public hearing for the one-year moratorium for street dedications to the Town. A vote of 4-0 in favor.

Council Member Larry Harris then made a motion to approve the following ordinance establishing a one-year moratorium for street dedications to the Town of Black Mountain as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

ORDINANCE #O-26-14
AN ORDINANCE TO IMPOSE A TEMPORARY MORATORIUM ON STREET DEDICATION PETITIONS

WHEREAS, North Carolina General Statute 160D-107(a) authorizes cities to adopt a temporary moratorium on development approvals of reasonable duration;

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

Section 1

A temporary moratorium is hereby imposed commencing August 10, 2026, and expiring no later than August 9, 2027, on the acceptance of street dedication petitions within the Town of Black Mountain. This moratorium shall apply to any new street dedication petition.

Section 2

In compliance with the requirements of North Carolina General Statute 160D-107(d), the following statements are included in this ordinance:

1. The problems or conditions necessitating the moratorium are those attendant to the severe budget constraints seen by the Town of Black Mountain. The Town has adopted an approved budget for FY26-27, however, due to the severe shortfall in funds, funds for street maintenance were not increased and no additional staff were added. The funds already allocated along with the funds received from Powell Bill are not enough to maintain the current amount of streets the Town maintains. The Town finds that it is not appropriate at this time to consider any additional street dedication petitions.
2. The development approvals subject to the moratorium are street dedication petitions. The moratorium will allow the Town of Black Mountain to address the state problems or conditions by providing time to analyze costs of taking on additional streets for maintenance and appropriate staffing needed.
3. The moratorium will terminate no later than August 9, 2027. The duration of the moratorium is reasonably necessary to address the problems or conditions leading to imposition of the moratorium, in that it will provide sufficient time for the Town of Black Mountain to analyze additional funds needed for additional street maintenance and where those funds might be found and to analyze if additional staffing will be needed and how to fund those positions that will be incorporated in the next fiscal year budget.
4. During the duration of the moratorium, the following actions are proposed to be taken by the Town to address the problems or conditions leading to the imposition of the moratorium: Phase 1 (up to twelve months): (a) determine amount of funding that would be needed to maintain additional streets; (b) determine how many streets may request for takeover for maintenance (this will include looking at new

5. subdivisions); (c) determine if any new staff would be needed and if so, how many, and what salaries would be; and (d) draft budgetary recommendations for FY27-28 budget.

Section 3

The moratorium will terminate no sooner than August 9, 2027, upon the approval of funds and staffing in the FY27-28 budget, after the adoption of the budget, which will allocate funding and staffing for additional street maintenance.

Section 4

Notwithstanding anything herein to the contrary, the moratorium may be subsequently renewed or extended in accordance with the provisions of North Carolina General Statute 160D-107(e).

Section 5

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6

Any part of the provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of this ordinance.

Section 7

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

READ, APPROVED AND ADOPTED, by a vote of 4 to 0 on this the 10th day of August 2026.

9. CITIZEN COMMENTS – none.

10. UNFINISHED BUSINESS

10.A. Consideration of Easement Request with Duke Energy (along Golf Course property).

Duke Energy has requested that the Town grant them an easement along the Golf Course. They need to run an underground line for customer reliability and resiliency measures. They would bore approximately 1500 feet of 3 phase primary cable along the edge of Hole #12 of the Golf Course, which runs along North Fork Road and Greene Drive. They would need to place 3 new UG enclosures along the path at the turns and midspan as seen in the attached right-of-way map (P2, P3 and P4). In addition to the underground, they need to replace one pole and add another pole along Greene Drive. Some tree work would be necessary along Greene Drive for the pole installations. The underground line would run along the row of white pines that follow the 12th hole. This circuit tie would provide

increased reliability by allowing their system to back feed between the circuits. This would help reduce the duration and number of customers affected during an outage. This item was first discussed at the March 9, 2026 Town Council meeting, and Council asked representatives from Duke Energy to attend a Town Council meeting to answer some additional questions.

Several Duke Energy representatives were present and provided a short overview of this request and answered questions from Council.

Council Member Larry Harris then made a motion to approve the easement with Duke Energy along the edge of the golf course and N. Fork Rd./Greene Dr. as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

11. NEW BUSINESS

11.A. Consideration of Easement Request with Duke Energy (Richard Lane).

The Town has received a request from Duke Energy for a utility easement across property owned by the Town on Richard Lane. Duke Energy has received a request from the adjoining property owner for service and needs to cross the Town's property in order to provide the service requested.

Vice Mayor Archie Pertiller made a motion to approve the easement request with Duke Energy at Richard Ln. as presented and recommended. A vote of 4-0 in favor. Council Member Alice Berry was absent.

11.B. Presentation and Adoption of Equivalent Residential Unit (ERU) Rate Study.

Stormwater Technician & Floodplain Administrator Anne Phillip provided a presentation on this item to Council. In 2024, the Town of Black Mountain engaged Raftelis as a sub to WK Dickson, an Ardurra Company, to evaluate a potential stormwater fee rate structure change as part of the Stormwater Master Plan Update funded by a Local Assistance for Stormwater Infrastructure Investments Program (LASII) grant. This analysis included determining an Equivalent Residential Unit (ERU), development of units of service based on measured impervious area, and calculation of rate ranges under a new rate structure alternative.

Raftelis was tasked with evaluating the Town's current tiered stormwater rate structure and providing alternative rate structures for the Town to consider. The Town is considering a change in its stormwater rate structure to one based on impervious area in an effort to utilize a rate structure that more accurately and equitably charges properties based on the demand they place on the stormwater system. Raftelis provided the methodology and recommendations associated with the consideration of a new stormwater rate structure, but discussion on specific rates, financial planning considerations, and customer impacts will require further analysis and consideration by the Town before moving forward with the implementation of a new rate structure.

Anne Phillip, Stormwater Technician and Floodplain Administrator, presented the Raftelis stormwater Equivalent Residential Unit (ERU) analysis. The proposal would replace the Town's land-use-based fee tiers with an impervious-area structure intended to align charges more equitably with each property's demand on the stormwater system. Rate amounts will be considered later after the financial model incorporates corrected Stormwater Fund budget information. Raftelis analyzed 400 single-family parcels and established one ERU as **3,161 square feet** of impervious area, then evaluated 947 non-single-family residential parcels. Staff recommended charging each single-family property one ERU and billing other properties in rounded ERU increments based on measured impervious area. Specific rates, customer impacts, credits, and other modifiers remain for the next project phase.

Council Member Larry Harris made a motion to approve the ERU rate study as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

11.C. Adoption of Town of Black Mountain Stormwater Master Plan (SWMP).

The Town of Black Mountain Stormwater Master Plan (SWMP) was funded by a Local Assistance for Stormwater Infrastructure Investments (LASII) from the American Rescue Plan Act (ARPA). The purpose of the SWMP is to develop a GIS map of the Town's stormwater system, identify flooding issues, assess the existing conveyance system capacity and infrastructure condition, develop and prioritize flood reduction projects, and establish an implementation strategy for the recommended capital infrastructure projects.

Town Council Member Ryan Stone made a motion to adopt the Stormwater Master Plan (SWMP) as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.*

****Note: Following this meeting, it was determined that the Town Council had already adopted this Stormwater Master Plan (SWMP) at the regular Town Council meeting held on March 9, 2026. Reference Resolution No. # R-26-28.1 and the adopted March 9, 2026 Town Council Meeting Minutes.***

11.D. Amendment to Town Purchasing Policy on Purchase/Credit Cards.

Recent actions by the State Auditor's Office has created a renewed interest in Town and County policies regarding the use of Purchasing/Credit Cards. The Town of Black Mountain has been using P-Cards for a few years now and has an existing policy within the Town's Purchasing Policy. The Interim Manager requested Tonya Coffey with Martin & Starnes to assist in reviewing the Town's current policy and she provided a suggested revised policy for consideration. In Section X of the existing Purchasing Policy, suggested revised language has been included. Also attached is a new Black Mountain Purchasing Card Policy that we would ask Council to adopt and rescind the existing Purchasing Card Policy. These revisions are intended to strengthen governance, clarify employee responsibilities and provide a framework for consistent administration of the program. The new policy should provide a solid framework for the Town's Purchasing Card Program, while allowing flexibility for future administrative updates.

Council Member Larry Harris made a motion to approve the amendment to the Town's Purchasing Policy, Article X, on Purchasing Cards and to adopt the Purchasing Card Policy as presented and recommended. A vote of 4-0 in favor. Council Member Alice Berry was absent.

11.E. State of NC Purchasing Card Program Discussion.

Accounting Manager Greta Gibson presented the following information to Council on the Purchasing Card Program (P-Cards) that the Town currently uses with Truist Bank, and the P-Card Program with the State of NC:

- The Town uses Truist Bank Purchasing Cards for approved business expenses, including supplies, equipment, travel, registrations, and subscriptions.
- No program fee; 46 active cards.
- Overall credit limit: \$250,000, adjustable as needed.
- Cards are paid in full monthly and are integrated with accounting software for reconciliation.
- 2025 P-Card spending: \$500,000.
- 2025 rebate: \$1,263.16 (25 basis points), deposited directly into the Town's checking account.

Potential Increased Savings

- Truist can analyze Town spending to identify payments currently made by check or ACH that could be shifted to P-Cards.
- Increasing annual P-Card spending to \$1 million would qualify for a 75-basis-point rebate under the Truist program.

NC State P-Card Program Alternative

- North Carolina's State Procurement Card Program is administered through Bank of America under Statewide Term Contract 946A.
- Local governments may voluntarily participate.
- Rebate structure:
 - Transactions under **\$8,000**: 209 basis points (2.09%)
 - Transactions over **\$8,000**: 72 basis points (0.72%)

Estimated Financial Impact

- Based on \$500,000 in annual spending, with approximately 90% in standard transactions and 10% in larger transactions:
 - Estimated State P-Card rebate: approximately \$9,405
 - Current Truist rebate: \$1,263.16
 - Estimated additional annual rebate: \$8,141.84

Next Steps

- Submit a request-to-join letter to the State.
- If approved, complete the application and provide three years of audited financial statements for credit review.

- Complete bank onboarding, implementation, and staff training with an assigned Implementation Manager.

The State P-Card program could potentially generate approximately \$8,142 more in annual rebates based on the Town's current \$500,000 spending level, assuming the stated transaction mix. A discussion then ensued between Council and staff.

Council Member Larry Harris made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Alice Berry was absent.

A RESOLUTION APPROVING ENROLLMENT IN THE STATE OF NORTH CAROLINA PURCHASING CARD PROGRAM

RESOLUTION NO. # R-26-65

WHEREAS, the Town of Black Mountain currently utilizes purchasing cards (P-Cards) through Truist Bank to facilitate the purchase of approved goods and services for official Town business; and

WHEREAS, the Town's current P-Card program has an overall credit limit of \$250,000 and 46 active cards, with no program fee, and provides rebates based on eligible purchasing activity; and

WHEREAS, the State of North Carolina, through the North Carolina Department of Administration, Division of Purchase and Contract, administers the State Procurement Card Program under Statewide Term Contract 946A with Bank of America; and

WHEREAS, North Carolina local governments are authorized to voluntarily participate in the State Procurement Card Program pursuant to applicable North Carolina General Statutes; and

WHEREAS, enrollment in the State Procurement Card Program is anticipated to provide the Town with increased rebate opportunities and enhanced purchasing efficiencies, while maintaining appropriate controls over purchasing card use; and

WHEREAS, the Town estimates that transitioning eligible purchasing activity to the State P-Card Program could result in substantially greater annual rebates than the Town currently receives through its existing program; and

WHEREAS, participation in the State program requires the Town to submit a request to join, complete the required application and credit review process, provide audited financial statements, and complete implementation and training with the State and its designated financial institution.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina, that the Town is hereby authorized to pursue enrollment in the State of North Carolina Purchasing Card Program under Statewide Term Contract 946A.

BE IT FURTHER RESOLVED, that the Town Manager and appropriate Town staff are authorized to submit the required request to join and complete the application, financial review, onboarding, implementation, and training processes necessary for participation in the State Procurement Card Program.

BE IT FURTHER RESOLVED, that the Town Manager is authorized to execute documents and take such administrative actions as may be necessary to implement the Town's participation in the State Procurement Card Program, consistent with applicable laws, policies, and budgetary requirements.

Adopted this the 10th day of August 2026.

11.F. Discussion of RFPs for Town Banking Services.

Interim Manager Hicks stated that staff reviewed the Town's banking operations, including service fees, earnings credits, cash deposits, electronic payments, and applicable North Carolina banking requirements. The Town currently maintains a fully collateralized Public Fund Analyzed Checking account with Truist Bank. In FY2026, the Town accrued \$75,752.90 in service fees, with \$27,153.17 paid by the Town after earnings credits. A review identified duplicate billing and unnecessary services. Truist subsequently increased the earnings credit from 40 bps to 100 bps, removed redundant services, corrected billing errors, and applied \$1,000 in credits. Under the revised structure, an account analysis projected zero service fees, with an estimated \$326.57 excess earnings credit.

At Council's request, the Town issued an RFP to local banks. First Bank, ServisFirst Bank, and First Citizens Bank responded or participated in the process. First Bank submitted the most comprehensive and competitive proposal, offering a 100-bps earnings credit and a target balance of approximately \$1.75 million to offset service fees. However, First Bank does not offer electronic lockbox services. ServisFirst does not accept cash deposits and offered a 50-bps earnings credit, requiring alternative arrangements for daily cash deposits and other services. First Citizens declined to submit a proposal for a partial banking relationship.

Staff identified several operational challenges associated with moving the Town's primary account, including updating FEMA, grant, insurance, vendor, and electronic payment information; limited staff resources; payroll system conversion; maintaining the existing account for outstanding checks; and the potential loss of Truist's electronic lockbox service. Transitioning away from the lockbox could result in more paper checks and delayed customer payments unless a third-party solution is implemented.

Recommendation: Continue monitoring Truist's service fees monthly following the July 1, 2026 changes and revisit the possibility of moving the General Fund/Operating Account if fees are not eliminated within three months. Establish a target banking balance to minimize fees, develop a relationship with First Bank through a business checking account for change orders and potential specialized funds, continue issuing RFPs for banking and loan services, evaluate merchant services, and research third-party electronic lockbox options.

Vice Mayor Archie Pertiller made a motion to continue monitoring Truist's service for three months as recommended, and if fees are not eliminated, to pursue First Bank's RFP for banking services. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**11.G. Resolution Approving Financing Terms for Vehicle Purchases-
Police Department.**

Accounting Manager Greta Gibson stated that an RFP was sent to Civic Federal Credit Union, First Bank, First Citizens Bank, Servis First Bank, and Truist Bank for the four-year financing of four Police Department vehicles and equipment in the amount of \$260,000. The results were as follows:

- Civic Federal Credit Union responded with a fixed rate of 5.42% and no closing costs.
- First Bank responded with a fixed rate of 4.80% and no closing costs.

Based on the RFP's received, staff recommends that the police vehicles and equipment be approved to be financed by First Bank at the rate provided. Vehicles to be purchased are as follows:

- 2026 Ford Ranger XLT 4x4 SuperCrew 5 ft box
- 2025 Ford Explorer FPIU Hybrid
- 2026 Ford Explorer FPIU Hybrid
- 2026 Ford Explorer FPIU Hybrid

Further, Council is asked to authorize Richard Hicks, Interim Town Manager, to sign all loan documents related to the financing.

Council Member Larry Harris made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**TOWN OF BLACK MOUNTAIN, NORTH CAROLINA RESOLUTION APPROVING
FINANCING TERMS FOR VEHICLE PURCHASE
RESOLUTION NO. # R-26-62**

WHEREAS: The TOWN OF BLACK MOUNTAIN ("Borrower") has previously determined to undertake a project for the financing of **4 Police Department vehicles**, and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through **First Bank ("Lender")** in accordance with the proposal dated July 24, 2026. **The amount financed shall not exceed \$260,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.80% and the financing term shall not exceed forty-eight (48) months from closing.**

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form. **The Interim Town Manager is hereby authorized to execute any and all loan documents.**
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

APPROVED this the 10th day of August 2026.

11.H. Acceptance of Drinking Water System Resiliency Improvement Funds From The State Revolving Fund Supplemental Appropriations for Hurricane Helene.

In 2025, the Council authorized staff to apply for Drinking Water System Resiliency Improvement Funds to make improvements to the Town's water system. On February 4,

2026, the Town was provided a Letter of Intent to Fund for this project in the amount of \$4,999,632 from the Drinking Water State Revolving Fund. This funding would be at 100% Principal Forgiveness. In 2026, realizing that this would not be enough funds to complete all of the work on the water system that was needed, the Council authorize staff to file a second application in the second round of funding. On June 10, 2026, the town was provided a Letter of Intent to Fund for additional funding of \$4,886,922 through the State Revolving Fund Supplemental Appropriations. The second round of funding would include an additional \$1,579,945 in Principal Forgiveness and \$3,420,587 in a loan at 0% interest for 20 years. Due to the long-life expectancy of the projects being built, it is possible to have the loan extended for 30 years. Both funding cycles represent a total budget of \$9,886,554. A copy of both Intent Letters are attached, as well as a copy of the draft budget.

Based on a loan of \$3,420,587, this would result in an annual loan payment of \$171,029.35/year. If the loan is extended for 30 years, the annual loan payment would be \$114,019.56/year. With the current schedule, the loan documents would not be ready for execution until probably the 2028/2029 Fiscal Year. The project would be completed in phases, so the Town would have plenty of time to determine if the Council wanted to proceed with the loans. The Town also has pending applications with the Hazard Mitigation Program that could potentially replace the loan funds. Those funding decisions should be made in 2026.

Based on the budget projections, the loan forgiveness represents 65% of the total project costs of \$9,886,554. The loan funds would be 0% interest for the term of the loan. It is the recommendation of staff that the Town accept the June 10, 2026 Letter of Intent to Fund to reserve the maximum potential of funding. A final determination of the loan funds could be made at a much later date. The other option is to accept the original Letter of Intent to Fund in the amount of \$4,999,632 and forego the additional funding. This option would limit what the Town would be able to accomplish with the entire funding.

Council Member Larry Harris made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**A RESOLUTION APPROVING ACCEPTANCE OF DRINKING WATER SYSTEM
RESILIENCY IMPROVEMENT FUNDS FROM THE STATE REVOLVING FUND
SUPPLEMENTAL APPROPRIATIONS FOR HURRICANE HELENE**

RESOLUTION NO. # R-26-66

WHEREAS, the Town of Black Mountain recognizes the need to make improvements to and increase the resiliency of the Town's drinking water system following Hurricane Helene; and

WHEREAS, in 2025, the Town Council authorized staff to apply for Drinking Water System Resiliency Improvement Funds through the Drinking Water State Revolving Fund to support necessary improvements to the Town's water system; and

WHEREAS, on February 4, 2026, the Town received a Letter of Intent to Fund in the amount of **\$4,999,632**, with the funding provided at **100% principal forgiveness**; and

WHEREAS, recognizing that the initial funding would not be sufficient to complete all necessary water system improvements, the Town Council authorized staff to submit a second application for additional funding through the State Revolving Fund Supplemental Appropriations for Hurricane Helene; and

WHEREAS, on June 10, 2026, the Town received a second Letter of Intent to Fund in the amount of **\$4,886,922**, consisting of **\$1,579,945 in principal forgiveness** and **\$3,420,587 in a 0% interest loan**; and

WHEREAS, together, the two funding awards provide a potential total project budget of **\$9,886,554**, with approximately **65% of the total project costs provided through principal forgiveness** and the remaining loan funds offered at 0% interest; and

WHEREAS, acceptance of the June 10, 2026 Letter of Intent to Fund will preserve the Town's maximum potential funding while allowing the Town additional time to evaluate the loan portion as project phases are developed and other potential funding sources, including pending Hazard Mitigation Program applications, are determined; and

WHEREAS, the Town Council finds that acceptance of the available funding is in the best interest of the Town and will provide additional resources to improve the reliability and resiliency of the Town's drinking water system.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina, that the Town hereby approves acceptance of the Drinking Water System Resiliency Improvement Funds provided through the State Revolving Fund Supplemental Appropriations for Hurricane Helene, including the funding identified in the February 4, 2026 and June 10, 2026 Letters of Intent to Fund.

BE IT FURTHER RESOLVED, that the **Interim Town Manager** is hereby authorized to execute all necessary acceptance documents and related documents required to secure and administer the awarded funding, subject to applicable laws, regulations, and Town policies.

BE IT FURTHER RESOLVED, acceptance of the funding does not constitute a final commitment by the Town to execute the loan portion of the award, and any future loan documents shall be presented to the Town Council for consideration and approval as required.

Adopted this 10th day of August, 2026.

Council took a 5-minute break at 8:16 p.m.

11.I. A Resolution Authorizing the Task Order with Kimley-Horn and Associates, Inc. for Professional Engineering & Design Services for the Flat Creek Flood Mitigation Project.

Recovery & Capital Programs Director Matt Begley presented this item. Mr. Begley stated that Town Council will consider the 1) Task Order for professional engineering, and 2) design services for the Flat Creek Flood Mitigation project. This project is grant funded through the North Carolina Emergency Management Disaster Relief and Mitigation Fund (NCEM DRMF), a State program providing Helene-impacted communities with an opportunity to invest in mitigation strategies to build a safer, more resilient North Carolina. The project itself includes three smaller projects outlined in the 2026 Draft Stormwater Capital Improvement Plan as FC-TRIB1-A, FC-TRIB1-B, and FC-TRIB1-C.

Council Member Larry Harris made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Alice Berry was absent.

A RESOLUTION AUTHORIZING THE TASK ORDER WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING & DESIGN SERVICES AND ASSOCIATED BUDGET AMENDMENT FOR THE FLAT CREEK FLOOD MITIGATION PROJECT

RESOLUTION NO. # R-26-67

WHEREAS, the Town of Black Mountain (the “Town”) has laid out several projects in the Flat Creek basin which could improve the flow of stormwater in the area in its draft 2026 Stormwater Master Plan; and

WHEREAS, Kimley-Horn and Associates, Inc. (the “Engineer”), a professional engineering firm was selected through a qualifications-based selection process in accordance with the North Carolina Mini-Brooks Act (G.S. 143-64.31); and

WHEREAS, the Town and the Engineer have previously entered into a Master Services Agreement to establish terms and conditions under which the Engineer provides professional services on an as-needed basis, through individually authorized Task Orders; and

WHEREAS, the attached Task Order covers nearly the entirety of expenses associated with engineering and design for the project; and

WHEREAS, Town staff recommends approval of the Agreement to allow timely engagement of professional services necessary to advance the grant-funded Flat Creek Flood Mitigation project; and

WHEREAS, the project is being funded under the North Carolina Emergency Management Disaster Relief and Mitigation Fund (NCEM DRMF) program; and

WHEREAS, the NCEM DRMF program is a reimbursement-based program; and

WHEREAS, the Town intends to use funding from the Stormwater Utility Fund to provide temporary cash flow for the project while reimbursements are processing; and

WHEREAS, the Town for these temporary cash flow funds to be repaid to the stormwater utility fund by no later than June 30, 2027.

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

1. The Town makes the following budget amendments to allocate funds to the design and engineering associated with the Flat Creek Flood Mitigation capital project.

Account Number	Account Description	Increase	Decrease
630-5500-57210	Capital Outlay – Land Improvements (Stormwater Fund)		\$90,000.00
450-8517-52012	Professional Services – Engineering and Design (Flat Creek Flood Mitigation)	\$90,000.00	
450-8517-43200	Grant Revenue – State (Flat Creek Flood Mitigation)		\$535,700.00
450-8517-52012	Professional Services – Engineering and Design (Flat Creek Flood Mitigation)	\$535,700.00	

2. The Town Council hereby authorizes the Interim Town Manager to execute any necessary budget amendments, contracts, or related documents required to implement this allocation, including the Task Order and associated Notice to Proceed for the Engineer to proceed with the outlined scope of work on the Flat Creek Flood Mitigation project, as presented.

Adopted this 10th day of August, 2026.

Council Member Larry Harris made a motion to approve the following as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**Town of Black Mountain
Flat Creek Flood Mitigation Project Capital Project Fund Ordinance
ORDINANCE NO: # O-26-15**

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 Flat Creek Flood Mitigation Project (outlined as projects FC-TRIB1-A, FC-TRIB1-B, and FC-TRIB1-C in the 2026 Draft Stormwater Capital Improvement Plan).

Section 3: Funding

The project is funded in whole or in part by the North Carolina Emergency Management Disaster Relief and Mitigation Fund (NCEM DRMF) grant program and is being supplied with cash flow by a transfer from the stormwater utility fund to be repaid to the stormwater utility fund no later than June 30, 2027.

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 (NCEM DRMF)	\$535,700.00
Cash Flow Source (Capital Outlay Land Improvements – Stormwater Utility Fund)	\$90,000.00
Total Revenue	<u><u>\$625,700.00</u></u>

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenditures</u>	
<u>Expenditure Type</u>	<u>Anticipated Expenditures</u>
Professional Services – Design and Engineering	\$535,700.00
Repayment to Cash Flow Source (Capital Outlay Land Improvements – Stormwater Utility Fund)	\$90,000.00
Total Expenditure	\$625,700.00

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 August 2026.

11.J. Proposed Contract for 2027 July 4th Fireworks Show.

PyroWright has provided the Town with a proposed fireworks agreement for the July 4, 2027 Fireworks Show. They are asking that the contract be executed as soon as

possible, so they can purchase the fireworks at the lowest cost possible. The price under the new agreement would be \$20,000, compared to \$18,500 for the 2026 show. The price increase is due to the restocking of their inventory since the tariff increases. They base their prices on what they currently have in inventory and the price that was paid at the time of purchase and passing the savings to the customer. By delaying the contract, the Town would be subject to potential new price increases.

Vice Mayor Archie Pertiller made a motion to approve the contract with PyroWright for the 2027 July 4th Fireworks show as presented. A vote of 4-0 in favor. Council Member Alice Berry was absent.

11.K. Ordinance to Amend the Fiscal Year 2026-27 Town Budget.

When the FY 26/27 budget was adopted, it included an appropriation of \$125,000 of fund balance in the General Fund Budget. Staff was instructed to begin looking at potential expenditure reductions to eliminate the need for the fund balance appropriation. The attached budget amendment reduced the fund balance appropriation to \$0.

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

**AMENDMENT TO FY 26/27 BUDGET ORDINANCE TOWN OF BLACK MOUNTAIN
ORDINANCE NO. # O-26-16**

BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2027.

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

Department	Account	Account Name	Decrease	Increase
Administration	100-4020-51510	Professional Dues	\$2,000.00	
	100-4020-51511	Employee Continuing Education	\$2,000.00	
	100-4020-52020	Contract Services	\$1,000.00	
	100-4020-52212	Utilities - Refuse Disposal	\$3,000.00	
Human Resources	100-4025-51013	Employee Appreciation Expense	\$2,236.00	
Finance	100-4030-52111	Bank Service Charges	\$15,000.00	
	100-4030-51511	Employee Continuing Education	\$2,000.00	
Information Technology	100-4040-52115	Technology Software & License	\$4,000.00	
	100-4040-52213	Utilities - Communication	\$3,000.00	
Police	100-4510-52020	Contract Services	\$32,164.00	
	100-4510-52212	Utilities - Refuse Disposal	\$3,000.00	
Public Works	100-4610-52510	Non Capital Equipment	\$1,500.00	
Building & Grounds	100-4615-52310	Repair/Maintenance Building	\$3,000.00	
Streets	100-4620-52216	Utilities - Streetlights	\$3,000.00	
	100-4620-52510	Non Capital Equipment	\$2,500.00	
Sanitation	100-4640-52110	Disposal Fees	\$5,000.00	
Parks & Recreation	100-4700-51511	Employee Continuing Education	\$1,500.00	
	100-4700-53000	Programs & Events	\$5,000.00	
Pool	100-4710-57510	Capital Outlay - Furnishings	\$9,100.00	
	100-4710-52112	Credit Card Processing Fees	\$5,000.00	
	100-4710-52420	Specialty Operating Supplies	\$5,000.00	
Golf	100-4750-52020	Contract Services	\$10,000.00	
	100-4750-57610	Capital Outlay	\$5,000.00	
		Total		\$0
			\$125,000.00	

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

Account	Account Name	Decrease	Increase
100-0000-48900	Appropriated Fund Balance	\$125,000.00	

The budget officer has performed a thorough analysis of revenues and expenditures and is recommending approval of the amendments as presented.

Section 3: Copies of this budget amendment shall be furnished to the Town Clerk, and to the Budget Officer and the Finance Officer for their direction.

ADOPTED this the 10th day of August, 2026 by the Town Council of the Town of Black Mountain.

11.L. Ordinance To Amend The Highway 70 Waterline Replacement Fund.

At the prior Council meeting, Council awarded the bid for the Highway 70 Waterline Replacement Project to Cooper Construction Company, Inc. in the amount of \$796,345.00. The attached budget amendment brings the total project costs to \$989,986.00.

Council Member Larry Harris made a motion to approve the ordinance amending the Highway 70 Waterline Replacement Fund as presented and recommended. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**AMENDMENT TO THE HIGHWAY 70 WATERLINE REPLACEMENT CAPITAL
PROJECT ORDINANCE
ORDINANCE NO: #O-26-16**

BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that the following amendment is made to the Highway 70 Waterline Replacement Capital Project Ordinance for the fiscal year ending June 30, 2027.

Section 1: To amend the Helene Infrastructure Fund, the appropriations are to be changed as follows:

Department	Account	Account Name	Decrease	Increase
Helene Water Infrastructure	450-8516-59510	Transfers Out (Hwy 70 Waterline		\$489,986.00
		Total		\$489,986.00

Section 2: To amend the Helene Water Infrastructure Fund, the estimated revenues are to be changed as follows:

	Account	Account Name	Decrease	Increase
Helene Water Infrastructure	450-8516-43100	Grant Revenues - Federal		\$489,986.00
		Total		\$489,986.00

Section 3: To amend the Highway 70 Waterline Replacement Fund, the estimated revenues are to be changed as follows:

	Account	Account Name	Decrease	Increase
Hwy 70 Waterline	450-8510-48590	Transfers In (Helene Water Fund)		\$489,986.00
		Total		\$489,986.00

Section 4: To amend the Highway 70 Waterline Replacement Fund, the appropriations are to be changed as follows:

	Account	Account Name	Decrease	Increase
Hwy 70 Waterline	450-8510-52012	Professional Services - Engineering		\$132,191.00
	450-8510-57615	Capital Outlay - Distribution Lines		\$296,345.00
	450-8510-52016	Professional Services - Consultants		\$11,450.00
	450-8510-55110	Contingency		\$50,000.00
		Total		\$489,986.00

The budget officer has performed a thorough analysis of revenues and expenditures and is recommending approval of the amendments as presented.

Section 3: Copies of this budget amendment shall be furnished to the Town Clerk, and to the Budget Officer and the Finance Officer for their direction.

ADOPTED this the 10th day of August, 2026 by the Town Council of the Town of Black Mountain.

11.M. Ordinance to Amend the Ninth Street Bridge Project.

At the July 13, 2026 Council meeting, the Council concurred with the award of the construction bid for the 9th Street Bridge Replacement to Kemp Sigmon Construction Company, Inc. in the amount of \$1,184,032. The Town's share for the total project is currently estimated at \$414,528.00. There was an original appropriation of \$120,000.00. The appropriation included in this budget amendment is for \$294,528, which will meet the Town's match obligation of \$414,528.00. The appropriation of \$294,528 comes from the Powell Bill Fund.

Council Member Larry Harris made a motion to approve the ordinance to amend the Ninth Street Bridge Project as presented and recommended. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**AMENDMENT TO THE 9TH STREET BRIDGE CAPITAL PROJECT ORDINANCE
TOWN OF BLACK MOUNTAIN
ORDINANCE NO. # O-26-18**

BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that the following amendment is made to the 9th Street Bridge Capital Project Ordinance for the fiscal year ending June 30, 2027.

Section 1: To amend the Powell Bill Fund, the appropriations are to be changed as follows:

Department	Account	Account Name	Decrease	Increase
Powell Bill	220-4625-57610	Capital Outlay- Streets/Bridges	\$200,000.00	
Powell Bill	220-7000-59510	Transfer Out (9th Street Bridge)		\$294,528.00
		Total	\$200,000.00	\$294,528.00

Section 2: To amend the Powell Bill Fund, the estimated revenues are to be changed as follows:

	Account	Account Name	Decrease	Increase
Powell Bill	220-0000-48900	Appropriated Fund Balance		\$94,528.00

Section 3: To amend the 9th Street Bridge Fund, the estimated revenues are to be changed as follows:

	Account	Account Name	Decrease	Increase
9th Street Bridge	400-8002-43200	Grant Revenue - State		\$1,018,110.00
	400-8002-48590	Transfers In (Powell Bill Fund)		\$294,528.00
		Total		\$1,312,638.00

Section 4: To amend the 9th Street Bridge Fund, the appropriations are to be changed as follows:

	Account	Account Name	Decrease	Increase
9th Street Bridge	400-8002-52012	Professional Services - Engineering		\$390,000.00
	400-8002-57110	Capital Outlay - Land/Easements		\$7,449.73
	400-8002-57610	Capital Outlay - Bridge Construction		\$915,188.27
		Total		\$1,312,638.00

The budget officer has performed a thorough analysis of revenues and expenditures and is recommending approval of the amendments as presented.

Section 5: Copies of this budget amendment shall be furnished to the Town Clerk, and to the Budget Officer and the Finance Officer for their direction.

ADOPTED this the 10th day of August, 2026 by the Town Council of the Town of Black Mountain.

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

The Town Council would now enter into closed session pursuant to N.C.G.S. §143-318.11 (a)(3): To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and §143-318.11 (a)(6): To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Vice Mayor Archie Pertiller made a motion to enter into closed session pursuant to N.C.G.S. as referenced above. A vote of 4-0 in favor. Council Member Alice Berry was absent. The time was 8:26 pm.

13. ADJOURNMENT.

Town Council returned to open session at 8:46 p.m.

With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting.

C. Michael Sobol, Mayor

Attest: _____
Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Laurel Mabery, Accountant, Steve Parker, Police Chief **MEETING DATE:** September 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Police Department

TITLE OF ITEM: Resolution to Amend the FY26-27 Budget for BMPD Insurance Recovery Proceeds

SUGGESTED MOTION(S):

Motion to approve the budget amendment resolution as presented.

SUMMARY:

The Black Mountain Police Department has received insurance recovery proceeds totaling \$6,844.73 for the following items:

1. Ford Edge- \$6,132.66
2. Ford Edge Siren- \$263.52
3. Police Chief Vehicle Windshield Repair- \$448.65

These proceeds are recommended to be moved to the R&M vehicles line item, and the FY26-27 budget should be amended to recognize and appropriate the funds.

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. Budget Amendment Resolution - Insurance Recovery Proceeds BMPD

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

**A RESOLUTION TO AMEND THE FISCAL YEAR 2026-2027 BUDGET
FOR BMPD INSURANCE RECOVERY PROCEEDS**

RESOLUTION NO. R-XX-XX

WHEREAS, the Black Mountain Police Department has received recovery proceeds totaling \$6844.73 for the following items:

- Ford Edge \$6,132.66
- Ford Edge Siren \$263.52
- Police Chief Vehicle Windshield Repair \$448.65

WHEREAS, the proceeds received are recommended to be moved to the R&M vehicles line item; and

WHEREAS, the Fiscal Year 2026–2027 budget should be amended to recognize and appropriate the funds.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain, North Carolina, that the following amendments be made to the annual budget for the fiscal year ending June 30, 2027:

Section 1. Budget Amendments

The following accounts are hereby amended as follows:

Account Number	Account Description	Increase	Decrease
100-0000-48010	Insurance Recovery Proceeds	-	\$6844.73
100-4510-52316	R&M Vehicles	\$6844.73	-

Section 2. Effective Date

This resolution shall become effective upon adoption.

Adopted this the 14th day of September 2026.

C. Michael Sobol, Mayor

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Laurel Mabery, Accountant **MEETING DATE:** September 14, 2026
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance
TITLE OF ITEM: Monthly Tax Collector Report- July 2026

SUGGESTED MOTION(S):

Approve the tax collector report for July 2026 as presented.

SUMMARY:

Monthly Tax Collector Report- July 2026

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. Monthly Council Report - July 2026



TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, September 14, 2026

SUBJECT: July 2026 Tax Collector Report

According to GS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes. Below is the month end report for collections (current and prior years), provided by the Buncombe County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

CURRENT YEAR TAX -ADVALOREM TAXES

Billed	\$ 4,220,565.17
Collected	\$ 32,997.80
Adjustments and Releases	\$ 6,162.77
Outstanding real and personal property taxes	<u>\$ 4,193,730.14</u>

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 0.78%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	\$ 1,777.57
Adjustments and Releases	

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

Ad Valorem	\$ 608.75
Motor Vehicle	\$ 272.10



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michelle Kennedy, Planning Director

MEETING DATE: September 14, 2026

AGENDA SECTION: Consent Agenda

DEPARTMENT: Planning & Development Services

TITLE OF ITEM: 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.

SUGGESTED MOTION(S):

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.

SUMMARY:

The BearWise Advisory Group has drafted language to add the feeding of bears as a public nuisance and to add language to about feeding birds that constitutes an attractant to civil penalties.

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. LEGAL_NOTICE_ANIMALS



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, October 12, 2026, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, October 12, 2026, at 6:00 p.m.** in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for amendments to Chapter 6, Animals, Section 6-6, Public Nuisance, and Section 6-29, Civil Penalty to add language regarding bears.

The meeting is open to the public.

Wesley M. Barker
Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Wesley Barker, Town Clerk at 419-9310 or by email at townclerk@townofblackmountain.org.

Posted to the Town Bulletin Board 09/17/2026
Published in the Black Mountain News 09/24/2026 and 09/01/2026
www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: Authorization of the Purchase of Recycling Vehicles through NC DEQ Recycling Grant Program and Adoption of the Capital Project Ordinance.

SUGGESTED MOTION(S):

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.

SUMMARY:

Town Council will consider a resolution to approve the purchase of two recycling vehicles with funding provided through the NC DEQ Helene Recovery Recycling Infrastructure grant program.

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. O-26-XX NC DEQ HRRV Vehicles Capital Project Ordinance (9-14-26)
2. R-26-XX_Resolution to Authorize purchase of DEQ HRRV Recycling Trucks
3. NCSA Quote - Amick - 20260811 - Black Mountain - Loadmaster Excel 27YD
4. NCSA Quote - Amick 20260909 - Black Mountain - NW Diamondback 8YD

Town of Black Mountain
NC DEQ HRRI Vehicles Project
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 purchasing vehicles and other items encompassed by the scope provided to the North Carolina Department of Environmental Quality (NC DEQ) Helene Recovery Recycling Infrastructure (HRRI) grant program.

Section 3: Funding

The project is funded in whole by the NC DEQ HRRI 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 DEQ HRR)	\$525,000.00
Total Revenue	\$525,000.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenditures</u>	
<u>Expenditure Type</u>	<u>Anticipated Expenditures</u>
Purchase of Vehicles	\$390,993.73
Other grant funded Items (Fencing & Carts)	\$134,006.27
Total Expenditure	\$525,000.00

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 14th day of September 2026.

C. Michael Sobol
Mayor

ATTEST:

Wesley M. Barker
Town Clerk

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF RECYCLING VEHICLES
THROUGH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL
QUALITY (NC DEQ) HELENE RECOVERY RECYCLING INFRASTRUCTURE
(HRRI) GRANT PROGRAM**

RESOLUTION NO. R-26-XX

WHEREAS, Tropical Storm Helene caused irreparable damage to the Town of Black Mountain's sanitation vehicle fleet, rendering many units destroyed or inoperable; and

WHEREAS, the insurance settlement for these vehicles was insufficient to cover the full cost of replacement; and

WHEREAS, the Town applied for assistance for this need through the North Carolina Department of Environmental Quality (NC DEQ) Helene Recovery Recycling Infrastructure (HRRI) Grant; and

WHEREAS, the Town was awarded funding in the amount of \$525,000.00 to purchase replacement vehicles; and

WHEREAS, the Town has received quotes for these vehicles from multiple vendors and selected the best value option;

WHEREAS, cash flow funds and reimbursements from the NC DEQ HRRI program will be recognized in the capital project ordinance for the project entitled "NC DEQ HRRI Vehicles";

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

1. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute purchase contracts for the vehicles shown below:

Recycling Vehicles	
Recycling Rear Loader	\$ 247,037.71
Recycling Mini Packer	\$ 143,956.02
Total:	\$ 390,993.73

2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute any documents and perform any required tasks to implement these changes.

Adopted this 14th day of September, 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



For NCSA Contract Purchases:
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
[LINK: NCSA Terms & Conditions](#)

END USER: BLACK MOUNTAIN, TOWN OF
JAMEY MATTHEWS
MOUNT LOCATION - LOADMASTER,
SHIP CHASSIS TO: 100 NINTH AVE, NORWAY, MI 49870

CONTRACT #
26-10-0422R
ITEM #
327

Description

Contract Price

MODEL: LOADMASTER EXCEL S
SIZE: 27 YARD
PAINT: WHITE
WARRANTY: LOADMASTER: 1 YR BODY & HYDR., 3 YR PACK & SWEEP CYLINDERS

STANDARD EQUIPMENT INCLUDED

XL 3.7YD HOPPER - 94" DEEP
HOPPER: T-1 ALLOY 1/4" + 3/16" UPPER CHUTE LINER
HIGH COMPACTION - UP TO 1000LBS/YD
FAST PACK - 20-22 SECOND CYCLE TIME
PACK BLADE RIDE ON SELF-LUBRICATING UHMW POLY SLIDES
LED LIGHT PACKAGE - SEALED, RUBBER MOUNTED
CUSHIONED CYLINDERS - SWEEP AND PACK
HYDRAULIC FILTERS - RETURN (5 MICRON) & SUCTION FILTER, FILTER GAUGE
ELECTRONIC FILTER CONDITION INDICATOR IN CAB
IN BODY OIL TANK - MAGNETIC DRAIN PLUG, TEMP & SIGHT GLASS, CLEAN OUT PANEL
EPOXY PRIMER & POLYURETHANE PAINT - CHOICE OF COLOR
FACTORY MOUNT AND INSTALLATION INCLUDED
RHINO LINING ABOVE REAR WHEELS
BODY ACCESS DOOR W/ STEPS
BOLT-ON ADJUSTABLE RIDER'S STEP
TAILGATE & EJECT CONTROLS AT THE FRONT CORNER OF BODY ARE ACCESSIBLE FROM TRUCK STEP
ELECTRONIC PUMP OVERSPEED PROTECTION
PACK ON THE GO HYDRAULICS
STANDARD WARRANTY: 1 YR. BODY, 3 YR. PACK & SWEEP CYLINDERS

OPTIONAL EQUIPMENT INCLUDED

27 YARD BODY CAPACITY ILO BASE MODEL
FULL FACTORY MOUNT NEW CHASSIS
POLYURETHANE ENAMEL PAINT WHITE - EXCEL
HOT SHIFT PTO W/ PUMP INSTALLED AUTO TRANS
SUMP SLUDGE CONTROL OPTION SXL/PTO/IN BODY TANK
ACCESS DOOR INTERLOCK
CORDURA FABRIC WRAPPED BODY & T/G HOSES
DUAL CLEAN OUT DOORS
EXCEL S REMOTE ZERKS EJECTOR
FIRE EXTINGUISHER MTD UNDER BODY 20 LB
HOPPER WORK LIGHT DOUBLE
INSTALL DUAL TIPPER W/LOADMASTER HYDRAULICS
FIRE TRUCK STYLE SHOVEL AND BROOM HOLDER (4) HOLDERS BOTH SIDES
LED STROBE SYSTEM (2) 4" FRONT OF BODY SHORT
MATERIAL COST SURCHARGE
PETERSON SMART STROBES T/G (2) HIGH (2) LOW
SUPER TUFF HOPPER
TRIPLE TAILGATE SIDE AND SWEEP BASE REMOTE ZERKS
ROOF TUBE PROTECTOR EXCEL S 27
ANTI SAIL MUD FLAPS AHEAD OF REAR AXLE
18X18X36 ALUMINUM DIAMOND PLATE TOOL BOX
LENGTHEN WHEEL BASE
SAFETY VISION 70BA REVERSE CAMERA SYSTEM

LOCAL OPTIONS INCLUDED

(2) BARKER TIPPERS
SHIPPING-BARKER TO LM
DEALER SERVICES INCLUDED
FREIGHT TO AMICK EQUIPMENT
BODY PRE-DELIVERY INSPECTION
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST
DELIVERY DETAILS
AECI DELIVERS TO END USER.

Subtotal:	\$	134,701.57
Contract Discount - Options / Accessories:	\$	(1,402.77)
Additional Discount:	\$	(8,082.09)
Subtotal:	\$	125,216.71

Chassis Description

MODEL: 2027 INTERNATIONAL HV607
GVWR: 62000 LBS
ENG & TRAN: CUMMINS L9 DIESEL / ALLISON 3000 RDS A/T
PAINT: WINTER WHITE-9219
COMMENTS: SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.
NCSA Spec # Contract # 26010-0422R Spec #483

Chassis Subtotal:	\$	121,821.00
Tax - Motor Vehicle (SC IMF / NC HUT):		NC HUT not be collected, but paid t
Unit Purchase Price:	\$	247,037.71

Payment Terms: MUNI & CHASSIS DEALERS: NET 15
* C.O.D Discount Available
* Late Fee: 1%

Equipment Build Estimate: 160 Days after receipt of CHASSIS
Completion Estimate: 175 Days after receipt of ORDER

Note: ETAs are based on schedule at time of quote and are subject to change.

Chassis Dealers: Please include floorplan in chassis pricing, unless otherwise specified.

COMMENTS: *Pricing Disclaimer: Due to recent tariff announcements, pricing is subject to change. Although rare, this may result in retroactive price increases and surcharges on ordered equipment. Amick Equipment will absorb these increases when possible but may pass them along with proper notification. We appreciate your understanding during this volatile season.*

QUOTED BY: Chip Johnson
DATE: 8/11/2026
VALID UNTIL: 9/10/2026

ORDER ACCEPTANCE

SIGNATURE

DATE

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.

TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of Prime % APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.

COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcwell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option.. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up the purchaser to determine whether purchasing any items - both explicitly listed on the

Excel & Excel-S



LOADMASTERTM

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High Compaction High Performance

The *EXCEL* and *EXCEL-S* is our high compaction rugged performance body. With a 1000-1250 pound per cubic yard compaction rate and large 3.7 cubic yard hopper the Excel body is a productive machine. With multiple container handling, cart tippers, strobe lights, and other options we can meet your refuse and recycling needs.







A plethora of options available to customize your truck the way you like. We have created many different convenience options to help maintain and operate the truck. Everything from remote grease lines to cart tipper and commercial container handling equipment

Large 3.7 cubic yard hopper size and a fast 22-23 second cycle time the Excel will keep you moving. The combination of the large hopper and fast cycle time means you will be spending less time waiting for the body to catch up.

Robust hopper designed to last. 3/16" TP100 lower hopper walls and 1/4" AR400 hopper floor for superior abrasion resistance.





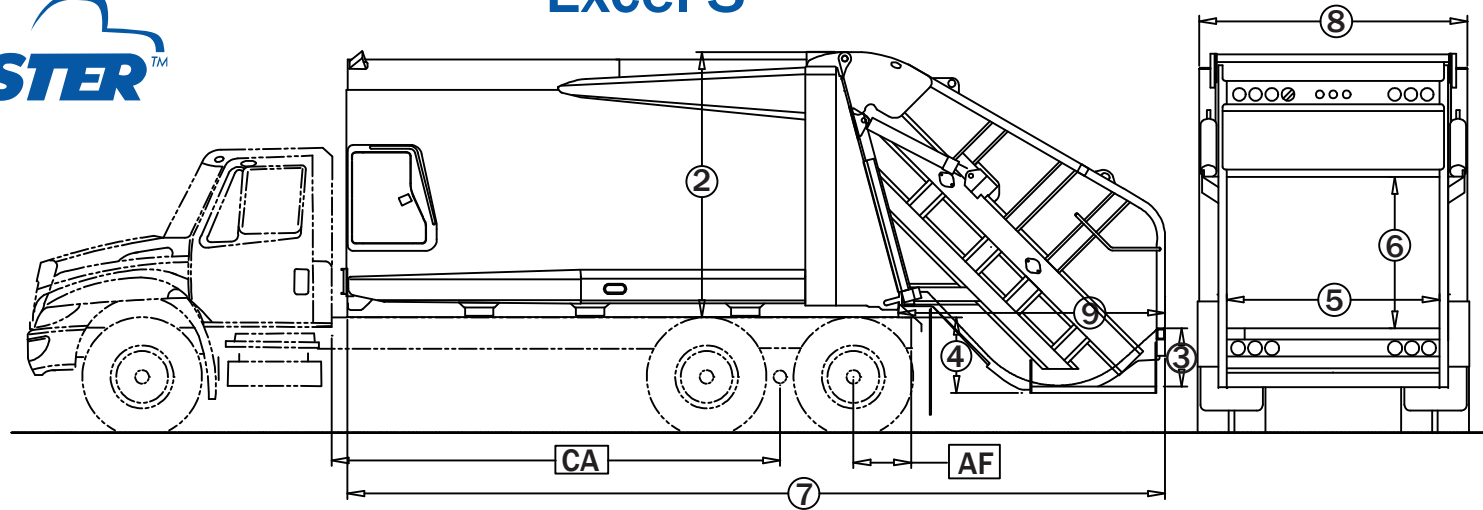
Bodies available in sizes 20,25,27,31,33
made with 8 gauge body sides and roof
our bodies are built to last.

Body side access door and ladder
standard for ease of access to the
hydraulics at the front of the body.
Optional dual clean out doors
available (not pictured).

Chip guard above tires and undercoating
under body is standard for rust
prevention in high risk areas.



Excel-S



Dimensional Specifications

1	Available Body Volumes	S 20 yd	S 25 yd	S 27 yd	S 31 yd	S 33 yd
2	Height Above Chassis Frame	93 1/2"	93 1/2"	93 1/2"	93 1/2"	93 1/2"
3	Depth of Hopper	20 1/4"	20 1/4"	20 1/4"	20 1/4"	20 1/4"
4	Hopper Below Chassis Frame	24 1/4"	24 1/4"	24 1/4"	24 1/4"	24 1/4"
5	Hopper Inside Width	75"	75"	75"	75"	75"
6	Hopper Opening Height	60"	60"	60"	60"	60"
7	Overall Length	262"	288"	301"	328"	340"
8	Overall Width	95 3/4"	95 3/4"	95 3/4"	95 3/4"	95 3/4"
9	Rear of Body to Rear of Tailgate	94"	94"	94"	94"	94"
10	Approximate Body Weight (lbs.)	15,100	16,000	16,400	17,200	17,500
11	Load Sill Below Chassis Frame	4"	4"	4"	4"	4"
12	Hopper Capacity	3.7 yd	3.7 yd	3.7 yd	3.7 yd	3.7 yd
13	Height Above Frame (With Gate Raised)	184	184	184	184	184

Standard Material Specifications

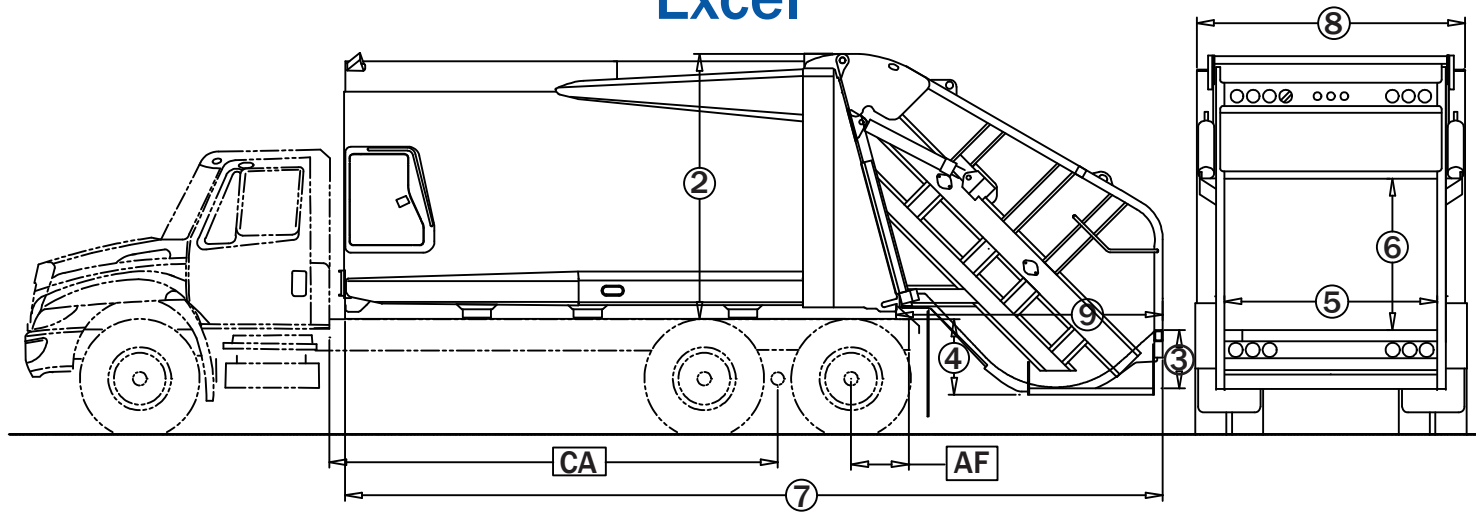
Body Sides	8 gauge grade 80
Body Floor	3/16"
Body Roof	8 gauge grade 80
Floor Longitudinals	3" x 8" x 1/4" boxed channel
Ejector Track channel	1/4" elevated channel
Lower Tailgate Sides	3/16" T-1
Upper Tailgate Sides	3/16" in sweep zone
	10 gauge above
Hopper Floor	1/4" T-1
Separator Panel	3/16" T-1 abrasion resistant
Ejector Face Panel	3/16" Grade 50
Ejector Shoes	Nylatron GSM
Sweep Face Panel	1/4" T-1 alloy
Slide Face Panel	3/16" Grade 80
Slide Blade Shoes	Nylatron NSM and UHMW

Chassis Recommendations

Body Size	Min. GVWR	Min. Front AWR	Min. Rear AWR	CT	Min. AF
S 20 yd	46,000	12,000	34,000	132"	26"
S 25 yd	52,000	12,000	40,000	158"	26"
S 27 yd	54,000	12,000	42,000	170"	26"
S 31 yd	60,000	16,000	44,000	192"	26"
S 33 yd	62,000	18,000	44,000	204"	26"

Loadmaster's dedication to customer service and satisfaction means we will modify and customize options and features to meet the unique demands of any customer's route. To learn more about what Loadmaster can do for you, give your local dealership a call.

Excel



Dimensional Specifications

Available Body Volumes	20 yd	25 yd	31 yd
Height Above Chassis Frame	93 1/2"	93 1/2"	93 1/2"
Depth of Hopper	20 1/4"	20 1/4"	20 1/4"
Hopper Below Chassis Frame	24 1/4"	24 1/4"	24 1/4"
Hopper Inside Width	75"	75"	75"
Hopper Opening Height	60"	60"	60"
Overall Length	274"	304"	351"
Overall Width	95 3/4"	95 3/4"	95 3/4"
Rear of Body to Rear of Tailgate	94"	94"	94"
Approximate Body Weight (lbs.)	15,100	16,000	17,200
Load Sill Below Chassis Frame	4"	4"	4"
Hopper Capacity	3.7 yd	3.7 yd	3.7 yd
Height Above Frame (With Gate Raised)	184	184	184

Chassis Recommendations

	Min. GVWR	Min. Front AWR	Min. Rear AWR	CT	Min. AF
	46,000	12,000	34,000	140"	26"
	52,000	12,000	40,000	174"	26"
	60,000	16,000	44,000	208"	26"

Standard Material Specifications

Body Sides	8 gauge grade 80
Body Floor	7 gauge
Body Roof	8 gauge grade 80
Floor Longitudinals	3" x 8" x 1/4" boxed channel
Ejector Track channel	1/4" elevated channel
Lower Tailgate Sides	3/16" T-1
Upper Tailgate Sides	3/16" in sweep zone 10 gauge above
Hopper Floor	1/4" T-1
Separator Panel	3/16" T-1 abrasion resistant
Ejector Face Panel	10ga high tensile
Ejector Shoes	UHMW main shoes Nylatron GSM
Sweep Face Panel	1/4" T-1 alloy
Slide Face Panel	7 gauge Grade 80
Slide Blade Shoes	Nylatron NSM & UHMW

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100 9th Ave.
P.O. Box 186
Norway, MI 49870
Proudly made in Norway, Michigan



Loadmaster reserves the right to change specifications without notice and without obligation to install them on units sold. Information published is informational only and shall not be construed to warrant suitability of the unit for any particular purpose as performance may vary with the conditions encountered. Illustrations shown may include optional equipment and accessories, and may not include all standard equipment.



100 9th Ave.
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Norway MI, 49870
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6/26/2006

Loadmaster Corporation
100 9th Ave
Norway MI, 49870

Subject: Build America, Buy America Act Certification for Project: _____

I, Andrew Brisson, certify that the manufactured product(s) shipped/provided to the subject project is/are in full compliance with the Build America, Buy America Act requirement as mandated in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, §§ 70901-52 and in EPA's State Revolving Fund Programs (if applicable). This/these product(s) meet(s) the 55 percent component cost test, where the cost of components that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components; and final manufacturing occurred in the United States.

Items, Products and/or Materials and relevant Product Service Code (PSC) and North American Industry Classification System (NAICS) code:

1. Steel PSC 9640 NAICS 331221
2. Hydraulic Cylinders PSC 3040 NAICS 333995
3. Hydraulic Valves PSC 4810 NAICS 332912

Final product manufacturing process(es) took place at the following location(s): (City and State)

1. Norway, Michigan

If any of the above compliance statements change, we will immediately notify the subject project prime contractor.

Signature of company representative: Andrew Brisson

Printed name of company representative: Andrew Brisson

Professional title of company representative: Vice President

Email address: ajbrisson@loadmaster.org

Phone number: 1-906-563-9226

Prepared For:

Amick Equipment Co.
Chip Johnson
2040 S Third Street Ext.
Mebane, NC 27302-8192
(800)922 - 3795
Reference ID: 27YD RL

Presented By:

LILLEY INTERNATIONAL
Nick Timper
1526 S BOUNT ST.
RALEIGH NC 276032508
919-832-5871

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2027 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Rear Loader
MISSION:	Requested GVWR: 62000. Calc. GVWR: 62000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 16.08% / 1.43% @ 55 MPH Calc. Geared Speed: 84.6 MPH
DIMENSION:	Wheelbase: 230.00, CA: 162.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.875" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 230.00 Wheelbase, 162.90 CA, and 96.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION 6x4

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.875" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-9} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

Description

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} 1710 Main Driveline with 1710 Interaxle Shaft, for 6x4

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe

ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud

BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab

HORN, ELECTRIC Disc Style

WIRING, FEEDER DATA TERMINAL Cab Wiring for "Feeder Data Terminal" FDT System; Includes Extra 9-Pin Diagnostic Connector Located Behind the Instrument Panel

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

Description

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console

HEADLIGHTS Halogen

FENDER EXTENSIONS Omit

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WL"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan

DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions

PROMOTIONAL PACKAGE Government Silver Package

VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.

Notes

: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.

MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Single Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026

Description

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Front Loaders, Rear Loaders, Recycling/Packer Trucks, Package Number 142

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 4.89

SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings

TRANSVERSE TORQUE RODS {Clevite} Standard, Transverse Rod Only

FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust

SEAT, TWO-MAN PASSENGER {National} Mid Back, Fixed Back, Vinyl, with Under Seat Storage

MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

Description

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

MONITOR, TIRE PRESSURE Omit

ARM REST, RIGHT, DRIVER SEAT

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 50300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions

(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

LILLEY INTERNATIONAL - NCSA INFO:

Contract: 26-10-0422R, Heavy Equipment

Group: Chassis and Trucks

Item: 483, International, HV (SBA), 607

BASE NCSA CHASSIS PRICE - \$121,821

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$121,821.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.



For NCSA Contract Purchases:
Please send P.O. to Amick & NCSA including:
Contract #, Spec #, Contact Info, & Fed. Tax ID #
NCSA: kmitman@ncsheriffs.net
[LINK: NCSA Terms & Conditions](#)

END USER: BLACK MOUNTAIN
RRECHELLE VILEVAC
MOUNT LOCATION - GA MOUNT FACILITY: SWAT,
SHIP CHASSIS TO: 207 HAL AVERITT BLVD., STATESBORO GA 30458

CONTRACT #
26-10-0422R
ITEM #
334

Description

Contract Price

MODEL: NEW WAY DIAMONDBACK
SIZE: 8 YARD
PAINT: WHITE - W9774EX
WARRANTY: NEW WAY: 1 YR BODY & HYDRAULIC, 2 YR CYLINDER

STANDARD EQUIPMENT INCLUDED

ALL LED BODY LIGHTS INCLUDING REVERSE AND LICENSE PLATE ARE STANDARD
SAFETY SHUT DOWN CURBSIDE
DRIVER ALERT BUZZER CURBSIDE
INTERLOCK ON FRONT ACCESS DOOR
5.6" COLOR FLAT SCREEN MONITOR WITH AUDIO
ZINC PLATED HYDRAULIC TUBES
QUICK CONNECT PRESSURE PORT AT FRONT VALVE
REAR FENDERS - POLY BLACK
SLIDE CYLINDER ROD COVERS
FIRE EXTINGUISHER--10LB. (STANDARD ON MOUNTED UNITS)
TRIANGLE KIT (STANDARD ON MOUNTED UNITS)

OPTIONAL EQUIPMENT INCLUDED

EXTEND LOADSIL
1X VALVE,HANDLE,ROD,FUT INSTALL,RS
HYD TUBE,FUT CART TIPPER
PAINT WHITE
WORKLIGHT,LED,IN HPR
STROBE,2 RND,INTEGRATED,UPR TG
1 CAMERA,5.6" MONITOR,SAFETY VISION
MOUNT 8YD, RL
PTO,HOT SHIFT, OVERSPEED, PACK ON THE GO
PRESSURE GAUGE,QUICK DISC
HOPPER FLOOR AND BACK, .25 100K

LOCAL OPTIONS INCLUDED

BARKER HB15N2-4539 LIFT UNIT
INSTALLATION OF CART TIPPER

DEALER SERVICES INCLUDED

FREIGHT TO AMICK EQUIPMENT
BODY PRE-DELIVERY INSPECTION
AECI MOBILE ON-SITE WARRANTY PKG., 12 MO.
ON-SITE TRAINING - PROVIDED BY REQUEST

DELIVERY DETAILS

AECI DELIVERS TO END USER.

Subtotal:	\$	81,868.25
Contract Discount - Options / Accessories:	\$	(439.82)
Additional Discount:	\$	(4,093.41)
Subtotal:	\$	77,335.02

Chassis Description

MODEL: 2025 ISUZU NRR
GVWR: 19500 LBS
ENG & TRAN: ISUZU DIESEL, 4HK1-TC / AISIN 6-SP A/T - A465
PAINT: WHITE

COMMENTS: SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.
NCSA Spec # N/A - Sourced good, Non-contract chassis

Chassis Subtotal: \$ 66,621.00
Tax - Motor Vehicle (SC IMF / NC HUT): NC HUT not be collected, but paid t
Unit Purchase Price: \$ 143,956.02

Payment Terms: MUNI & CHASSIS DEALERS: NET 15
* C.O.D Discount Available
* Late Fee: 1%

Completion Estimate: 45 Days after receipt of ORDER
Note: ETAs are based on schedule at time of quote and are subject to change.
Chassis Dealers: Please include floorplan in chassis pricing, unless otherwise specified.

COMMENTS: *Pricing Disclaimer: Due to recent tariff announcements, pricing is subject to change. Although rare, this may result in retroactive price increases and surcharges on ordered equipment. Amick Equipment will absorb these increases when possible but may pass them along with proper notification. We appreciate your understanding during this volatile season.*

QUOTED BY: Chip Johnson
DATE: 9/9/2026
VALID UNTIL: 10/9/2026

ORDER ACCEPTANCE

SIGNATURE _____ DATE _____

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.
TAXES: Unless itemized above, prices do not include local, state or federal taxes.
MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.
PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due within 30 Days of invoice.
TITLEWORK / MCO: Allow 5-10 business days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).
QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.
DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.
WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.
CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.
CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of Prime % APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.
COOPERATIVE PURCHASING CONTRACTS: Cooperative purchasing contract such as NCSA, Sourcwell, etc. are a tool which satisfies the competitive bidding requirements for some municipalities. Amick Equipment (or its Body Manufacturer) are approved vendors on several contracts, authorized to offer awarded equipment according to each contract's terms and conditions. If a contract award included both body and chassis, then that contract clearly satisfies the bidding requirements for both body and chassis. Some of Amick's contracts were awarded for the body portion only. Upon request, Amick may offer a compatible chassis from another qualified contract holder or may offer a non-contract option.. Unless explicitly stated, customers shall not assume that any of the equipment quoted are being offered under a purchasing contract. It is up the purchaser to determine whether purchasing any items - both explicitly listed on the

DIAMONDBACK™

S E R I E S



BOLD AND READY TO STRIKE

A striking standout, the New Way® Diamondback™ Rear Loader has quality in workmanship and raw materials that are unparalleled in the industry. The Diamondback™ was designed with quality, affordability, and the maneuverability to service residential and park routes in mind. Fully-equipped with a standard range of features that are merely options on most other units, the Diamondback™ is lethal to the competition.



GENERAL SPECIFICATIONS

Model	6 RL	8 RL	6 HC RL	8 HC RL
Body Capacity	6 yd ³	8 yd ³	6 yd ³	8 yd ³
Hopper Capacity	1 yd ³	1 yd ³	1 yd ³	1 yd ³
*Body Width (A)	75"	75"	75"	75"
Body Height (B)	61"	61"	61"	61"
Body Length (C)	161"	189"	161"	189"
**Approx. Body Weight	5840 lbs	6130 lbs	5985 lbs	6275 lbs
Hopper Opening Width	54"	54"	54"	54"
Loading Sill Height	3.5" below frame	3.5" below frame	3.5" below frame	3.5" below frame
Hopper Cycle Time	8 - 10 secs.	8 - 10 secs.	14 - 18 secs.	14 - 18 secs.

MINIMUM CHASSIS SPECIFICATIONS

***Minimum GVWR	17,000 lbs	17,000 lbs	18,500 lbs	21,000 lbs
Recommended Cab to Axle	84"	108"	84"	108"

HYDRAULIC CYLINDER SPECIFICATIONS

Slide Cylinders (2)	2.5"	2.5"	3"	3"
Sweep Cylinders (2)	2.5"	2.5"	3"	3"
Tailgate Cylinders (2)	2.5"	2.5"	2.5"	2.5"
Ejection Cylinder	5.5"	6.5"	5.5"	6.5"

BODY CONSTRUCTION

Model	6/8 RL	6/8 HC RL
Roof & Sides	10 gauge*	10 gauge**
Floor (upper)	10 gauge*	10 gauge**
Floor (lower)	¼"	¼"
Ejection Blade	10 gauge*	10 gauge*
Sweep Blade	¼"	¼"
Tailgate	10 gauge*	10 gauge*
Tailgate Liner	N.A.	10 gauge**
Hopper Floor	¼"	¼"

HYDRAULIC SYSTEMS

Max. Oper. Pressure	1800 - 2000 psi
Oil Reservoir	22 gal
Oil Flow w/std. pump	20 gpm

STANDARD EQUIPMENT

- Semi automatic cycling
- Auto back pack
- Auto-lock tailgate
- Back up alarm
- Upper rear lights
- ICC lights and reflectors
- Sight gauge on oil tank
- Chrome cylinder rods
- Side access door
- Driver alert buzzer
- Tailgate ajar indicator
- Adjustable riding steps rear
- Imron elite productive paint
- Color rear vision camera system

OPTIONAL EQUIPMENT

- Special lighting
- PTO & pump
- CNG powered
- Cart tipper

* Body width is 85" with fenders.

** Approximate Body Weight empty and exclusive of options. All models and specifications subject to change.

*** Any chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted. (Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

AUTHORIZED NEW WAY DEALER



Sourcewell
Formerly NJPW
Awarded Contract
Contract # 112014-NWY

NEW WAY® Driving The Difference.®

a quality product of **McLaughlin** FAMILY COMPANIES • 800 831 1858 • www.newwaytrucks.com



ASCENDANCE TRUCKS ISUZU

Shane Broderick

Scranton Manufacturing



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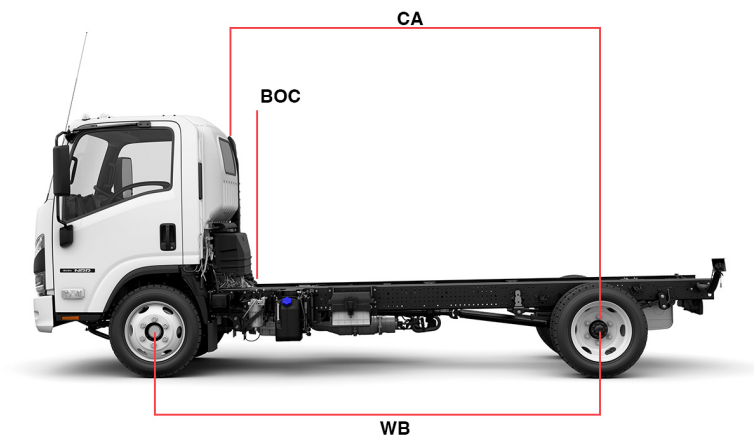


ASCENDANCE TRUCKS ISUZU

Shane Broderick

Scranton Manufacturing #JALE5W162S7P00317 (2025 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Weight Distribution



Front Wt.	4,629.10 lbs.	66%
Rear Wt.	2,355.00 lbs.	34%
GVWR	19,500.00 lbs.	
GVW	6,984.10 lbs.	
Remaining Payload Weight	12,515.90 lbs.	

Driver/Passenger Weight	350.0 lbs.
Wheelbase (WB)	132.5 inches
Cab-to-Axle (CA)	110 inches
Body Length	
Body Weight	
Back of Cab (BOC)	7.7 inches

**** You must fill in body length and weight to enable body and payload weight calculations.**

Weight (lbs.)	Front	Rear	Total
Chassis	4,257.00	2,355.00	6,612.00
Chassis Equipment	22.10	0.00	22.10
Subtotal	4,279.10	2,355.00	6,634.10
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	0.00	0.00	0.00
Payload	0.00	0.00	0.00
Total	4,629.10	2,355.00	6,984.10
GAWR/GVWR	7,275.00	13,660.00	19,500.00
GCWR			25,500.00

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning		0.00 lbs.	0.00 lbs.	0.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
IS0	Heated Mirrors		1.00 lbs.	0.00 lbs.	1.00 lbs.
IH2	Engine emergency shutdown system HWT, LWL, LOP		0.00 lbs.	0.00 lbs.	0.00 lbs.
IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only		0.10 lbs.	0.00 lbs.	0.10 lbs.
I72	Block heater with receptacle		2.00 lbs.	0.00 lbs.	2.00 lbs.
I4I	30 Gallon Stainless Steel In-Rail Fuel Tank		0.00 lbs.	0.00 lbs.	0.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

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ASCENDANCE TRUCKS ISUZU

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Scranton Manufacturing #JALE5W162S7P00317 (2025 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	Weight	MSRP
Model				
	3U2	NRR Cab Chassis 132.5"WB, 110"CA		\$76,124.00
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning		\$0.00†
Emissions				
	EPA	Federal. These vehicles have a Federal Emissions System. Not for sale in California or other CARB adopting states.	0.0 lbs.	Inc.
Tires				
	I5H	LRR (low rolling resistance)	0.0 lbs.	Inc.
Engine				
	I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft.-lb. gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbocharged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system, engine cruise control function. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level.	0.0 lbs.	Inc.
Transmission				
	I1W	Aisin A465id 6-speed automatic transmission, Ratios: 3.742, 2.003, 1.343,	0.0 lbs.	Inc.
Wheelbase				
	IA9	132.5 inches 110"CA	0.0 lbs.	Inc.
Air Cleaner				
	KNX	Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction indicator in the driver's Multi-Information Display (MID).	0.0 lbs.	Inc.
Alternator				
	I2C	140 AMP. with integral regulator.	0.0 lbs.	Inc.
Battery				
	IX1	Dual 12-Volt maintenance free group 31 750 CCA batteries with threaded posts	0.0 lbs.	Inc.
Exhaust				
	IX7	Single horizontal with DPF/SCR exhaust system	0.0 lbs.	Inc.
Front Axle				
	I26	"I"-beam rated at 7,275 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.	Inc.
Front Suspension				
	ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar	0.0 lbs.	Inc.
Front Wheels				
	IB9	19.5" x 6", 6-hole disc, painted white	0.0 lbs.	Inc.
Front Tires				
	XTN/R3M	225/70R19.5F (12 ply) tubeless Radial, all season	0.0 lbs.	Inc.
Rear Suspension				

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ASCENDANCE TRUCKS ISUZU

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Scranton Manufacturing #JALE5W162S7P00317 (2025 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

	Code	Description	Weight	MSRP
Rear Axle	ID9	14,550 lbs. capacity. Semi-elliptical main and auxiliary multi-leaf springs. Includes shock absorbers.	0.0 lbs.	Inc.
	ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.	Inc.
	011	5.571:1	0.0 lbs.	Inc.
Rear Wheels				
Rear Tires	IC1	19.5" x 6", 6-hole disc, painted white	0.0 lbs.	Inc.
	YTN/S3M	225/70R19.5F (12 ply) tubeless Radial, all season tread.	0.0 lbs.	Inc.
Fuel Tank				
Seat	I4I	30 Gallon Stainless Steel In-Rail Fuel Tank	0.0 lbs.	Inc.
	NSM	Static (non-suspension) driver seat with right side arm rest and lumbar support.	0.0 lbs.	Inc.
Brakes				
	K40	Butterfly valve type exhaust brake	0.0 lbs.	Inc.
	IE1	Vacuum + Power Assist; hydraulic 4-wheel disc brakes with 4-channel ABS. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard.	0.0 lbs.	Inc.
Air Conditioning				
	C60	Air conditioner	0.0 lbs.	Inc.
Power Windows & Door Locks				
	IL0	Yes	0.0 lbs.	Inc.
Floor Mats				
	IQ6	Standard Floor Mats	0.0 lbs.	Inc.
Model Option				
	54	White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning	0.0 lbs.	Inc.†
Additional Options				
	IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.	\$96.00
	IS0	Heated Mirrors	1.0 lbs.	\$196.00
	IH2	Engine emergency shutdown system HWT, LWL, LOP	0.0 lbs.	\$112.00
	IL9	PTO enable switch and engine idle up switch recommended for PTO and idle applications only	0.1 lbs.	\$56.00
	I72	Block heater with receptacle	2.0 lbs.	\$240.00
Assistance System				
	I5I	Electronic Vehicle Stability Control (EVSC) include ASR (Anti-Slip Regulation)	0.0 lbs.	Inc.

Current report content is based on data as of 2026-03-04 14:17:19. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



ASCENDANCE TRUCKS ISUZU

Shane Broderick

Scranton Manufacturing #JALE5W162S7P00317 (2025 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Selected Model and Options

Code	Description	Weight	MSRP
Restraint system			
AK5	Driver and outboard passenger front supplemental restraint system air bags.	0.0 lbs.	Inc.
Accessories			
IX2	Rear body dome lamp switch	0.1 lbs.	Inc.
8VN	AM/FM stereo with auxiliary input, USB port, and Bluetooth.	0.0 lbs.	Inc.
Totals			
	Base Price		\$76,124.00
	Destination Charge		\$2,275.00
	Surcharge		\$0.00
	DEF Fill Charge		\$20.00
	Total Options Price		\$700.00
	Tire Weight Tax		\$7.94
	Total		\$79,126.94

†Please note the 2025 Model Year N-Series Diesel will move to an “EPA” vehicle emissions rating and will not be available for sale to customers operating in California or other CARB adopting states.

Current report content is based on data as of 2026-03-04 14:17:19. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



ASCENDANCE TRUCKS ISUZU

Shane Broderick

Scranton Manufacturing #JALE5W162S7P00317 (2025 NRR Cab Chassis, 3U2 132.5"WB, 110"CA, 19,500 GVWR. White, 30 Gallon Stainless Steel In-Rail Fuel Tank with power windows, power door locks and air conditioning

Quote Worksheet

	MSRP
Base Price	\$76,124.00
Destination Charge	\$2,275.00
Surcharge	\$0.00
DEF Fill Charge	\$20.00
Total Options	\$700.00†
Subtotal	\$79,119.00
Subtotal Additional Equipment	\$0.00
Subtotal Miscellaneous Equipment	\$0.00
Pre-Tax Subtotal	\$79,119.00
Less Customer Discount	(\$-12,505.94)
Subtotal Discount	(\$-12,505.94)
Taxable Price	\$66,613.06
Sales Tax	0% \$0.00
Tire Weight Tax	\$7.94
Subtotal Taxes	\$7.94
Subtotal Post-Tax Adjustments	\$0.00
Less Post-tax Customer Discount	\$0.00
Subtotal Discount	\$0.00
Total Sales Price	\$66,621.00

†Please note the 2025 Model Year N-Series Diesel will move to an “EPA” vehicle emissions rating and will not be available for sale to customers operating in California or other CARB adopting states.

Dealer Signature/Date

Customer Signature/Date

Current report content is based on data as of 2026-03-04 14:17:19. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All Information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of Resolution Authorizing the Purchasing of Replacement Vehicles through the USDA Community Facilities Disaster Assistance Fund Grant and Adoption of Capital Project Ordinance.

SUGGESTED MOTION(S):

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.

SUMMARY:

Town Council will consider a resolution to approve the purchase of seven (7) vehicles with funding provided through USDA Community Facilities Disaster Assistance grant program.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. R-26-XX_Resolution to Authorize the purchase of replacement vehicles through USDA CF DAF
2. Vehicle Summary
3. O-26-XX USDA CF DAF Vehicles Capital Project Ordinance (9-14-26)

Council Member _____ made a motion to approve the following resolution. A vote of _- in favor. Council Member Larry Harris was absent.

**A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT VEHICLES
THROUGH THE USDA COMMUNITY FACILITIES DISASTER ASSISTANCE FUND
GRANT**

RESOLUTION NO. R-26-XX

WHEREAS, Tropical Storm Helene caused irreparable damage to the Town of Black Mountain's vehicle fleet, rendering many units destroyed or inoperable; and

WHEREAS, the insurance settlement for these vehicles was insufficient to cover the full cost of replacement; and

WHEREAS, the Town, with support from Land of Sky Regional Council, applied for assistance for this need through the USDA Community Facilities Disaster Assistance Fund (CF DAF); and

WHEREAS, the Town was awarded funding in the amount of \$548,400 to purchase replacement vehicles; and

WHEREAS, the Town has received quotes for these vehicles from multiple vendors and selected the best value option;

WHEREAS, cash flow funds and reimbursements from the USDA CF DAF program will be recognized in the capital project ordinance for the project entitled "USDA CF DAF Vehicles";

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

1. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute purchase contracts for the vehicles shown below:

USDA Vehicles for Purchase	
Vehicle	Amount
F-550 Bucket truck	\$163,775.60
Ford F-350 4x4 with Dump Trailer	\$78,700.98
Ford F-350 4x4 regular cab utility bed	\$44,389.66
Ford F-250 4x4 SD Super Cab regular bed	\$45,735.20
Ford F-150 4x4 single cab 5.0 engine standard bed	\$41,105.91
Ford F-150 4x4 single cab 5.0 engine standard bed	\$41,105.91
2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL	\$34,454.71
TOTAL	\$449,267.97

2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any documents or other items required to implement these changes.

Adopted this 14th day of September, 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk

USDA Vehicles for Purchase	
Vehicle	Amount
F-550 Bucket truck	\$163,775.60
Ford F-350 4x4 with Dump Trailer	\$78,700.98
Ford F-350 4x4 regular cab utility bed	\$44,389.66
Ford F-250 4x4 SD Super Cab regular bed	\$45,735.20
Ford F-150 4x4 single cab 5.0 engine standard bed	\$41,105.91
Ford F-150 4x4 single cab 5.0 engine standard bed	\$41,105.91
2026 Ranger 4x4 SuperCrew 5' box 128.7" WB XL	\$34,454.71
TOTAL	\$449,267.97

Town of Black Mountain
USDA CF DAF Vehicles Project
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 purchasing vehicles encompassed by the scope provided to the United States Department of Agriculture (USDA) Community Facilities Disaster Assistance Fund.

Section 3: Funding

The project is funded in whole by the USDA CF DAF 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 (USDA CF DAF)	\$548,400.00
Total Revenue	\$548,400.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenditures</u>	
<u>Expenditure Type</u>	<u>Anticipated Expenditures</u>
Purchase of Vehicles	\$ 449,267.97
Reimbursement of Accounts for Previously Purchased Vehicles	\$ 99,132.03
Total Expenditure	\$548,400.00

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 14th 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 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Town Clerk

TITLE OF ITEM: 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

SUGGESTED MOTION(S):

Motion to approve the resolution as presented.

SUMMARY:

Anchor QEA PLLC was selected to provide design and engineering services for the Flat Creek Greenway Restoration Project following damage sustained during Tropical Storm Helene. FEMA Public Assistance funding of \$39,475, along with \$35,000 in State cash flow loan funds, has been allocated for architectural and engineering services. The resolution authorizes the Interim Town Manager and/or designee(s) to execute the agreement and related documents for damage assessment and development of repair alternatives.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Flat Creek Greenway Resolution to Authorize Engineering Contract
2. Anchor QEA SoW to ToBM_Ph 1 Flat Creek Greenway_v3_20260828

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

**A RESOLUTION TO AUTHORIZE THE AGREEMENT WITH ANCHOR QEA OF
NORTH CAROLINA PLLC TO PROVIDE DESIGN AND ENGINEERING SERVICES
FOR THE FLAT CREEK GREENWAY RESTORATION PROJECT**

RESOLUTION NO. R-26-XX

WHEREAS, the Flat Creek Greenway was substantially damaged during Tropical Storm Helene; and

WHEREAS, the Town has been awarded funding from FEMA Public Assistance (hereinafter referred to as “FEMA PA”) for architecture and engineering to repair the greenway; and

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

WHEREAS, the Town Council of the Town of Black Mountain awarded this project to Anchor QEA PLLC (hereinafter referred to as “Anchor”) after scoring responses to a request for qualifications for engineering services for the project; and

WHEREAS, the Town has allocated funds from the State cash flow loan in the amount of \$35,000 and received \$39,475 from FEMA PA for A&E services which have been recognized in the associated capital project ordinance (O-25-27);

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

1. The Interim Town Manager, and/or a designee(s) thereof, is authorized to execute the contract with the Anchor QEA to perform a damage assessment and provide alternatives for repair of the Flat Creek Greenway.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any related documents required to implement this agreement for professional services and proceed with the outlined scope of work, as presented.

ADOPTED this 14th day of September 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk

August 26, 2026

Matt Begley
Recovery and Capital Programs Manager
Town of Black Mountain
160 Midland Ave
Black Mountain, North Carolina 28711

Re: Proposal for Assessment and Restoration Options for Flat Creek Greenway

Dear Matt,

Anchor QEA of North Carolina, PLLC, is pleased to provide the Town of Black Mountain (Town) with the following proposal for restoration of the Flat Creek Greenway (Project or Greenway). The purpose of this effort is to perform a thorough post-storm detailed damage assessment and provide the preferred method of repair to portions of the Flat Creek Greenway that were damaged by flooding related to Tropical Storm Helene in September 2024.

Extreme flooding caused Flat Creek to escape its banks along the Greenway corridor with the creek abandoning its previous course, flooding residences, and destroying portions of the paved greenway trail. The Town anticipates receiving FEMA-PA (Federal Emergency Management Agency – Public Assistance) funding to complete the design and implementation of this recovery project. Anchor QEA will contract with the Town to perform Phase 1 of the restoration to include a damage assessment and provide alternatives for repair. We will then meet with the Town and FEMA representatives to review funding eligibility and will then develop the Phase 2 scope to advance through the detailed design under a contract amendment.

The proposed scope of work summarized below is based on our preliminary Site reconnaissance visit, conducted on September 5, 2025. This scope of work for the initial phase assumes that Anchor QEA will perform a detailed review of existing data, perform a detailed Site assessment, produce a Damage Description and Dimensions document, and provide repair alternatives with planning-level cost estimates. As the proposed alternatives have not been evaluated and the proposed solution has not yet been determined, the following scope of work does not include the completion of the Damage Assessment Report, a detailed design (including hydrologic and hydraulic modeling and no-rise evaluation) or subsequent phases of permit finalization, construction specifications and bidding, construction management, and closeout, which will be scoped once the preferred alternative is selected.

This scope of work (SOW) includes the following tasks:

1. Existing Data Review

2. Site Assessment
3. Damage Description and Dimensions Report
4. Alternative Methods of Repair
5. Damage Assessment Report
6. Project Management and Meetings

Scope of Services and Deliverables

Through Phase 1 of this restoration project, Anchor QEA will perform the following tasks.

Task 1—Existing Data Review

This task will consist of reviewing existing available data.

Subtask 1.1 Existing Data Review

Anchor QEA will request, acquire, and review available existing data the design team deems necessary for understanding existing and pre-storm conditions at the Site. Potential items Anchor QEA may request and review include:

- Historic and current aerial imagery
- LiDAR elevation data
- Stormwater input locations
- Soils mapping
- Historic storm and precipitation data
- FEMA mapping and published models
- Infrastructure and parcel mapping
- Design or construction documentation of the pre-Helene conditions

Assumptions

- We will rely on Town staff to provide documentation they have available, or contacts for holders of existing data.

Deliverables

There are no deliverables associated with this task.

Task 2—Site Assessment

Anchor QEA will perform a detailed assessment of the Site with the intent of documenting the damage to the Greenway from Tropical Storm Helene.

Anchor QEA staff will photo document the Site and will prepare the preliminary impact understanding.

Assumptions

- Right of entry will be coordinated by the Town of Black Mountain.

- Anchor QEA will have access to the Site but will remain on publicly owned premises.
- Two members of the Anchor QEA design team will be on site for 1 half day.
- No PLS (professional land surveyor) will be contracted at this time. PLS survey will be included, if necessary, as part of the detailed design to be scoped separately.

Deliverables

There are no deliverables associated with this task.

Task 3—Damage Description and Dimensions Report

Anchor QEA will acquire, review, and verify the previously completed (by others) Damage Description and Dimensions (DDD) Report. This report documents the type, location, extent, and estimated costs of damage, following the standardized framework for FEMA-PA assessments. We will begin with a structured Initial Damage Assessment (IDA), incorporating geotagged photographs, GIS mapping, and field inspections to capture the magnitude of damage to the greenway, adjacent streambanks, public and private structures, and associated infrastructure. We will categorize the Site in accordance with FEMA's PA work eligibility matrices and supporting documentation checklists, resulting in an analysis that provides sufficient technical justification for federal disaster grant consideration.

Assumptions

- Anchor QEA will follow FEMA guidance when verifying the Damage Description and Dimensions Report.
- Anchor will summarize the findings of the DDD verification in a 1-page summary memo.

Deliverables

Anchor QEA will deliver the revised Damage Description and Dimensions Report in PDF format and verification summary memo, via email.

Task 4—Alternative Methods of Repair

Anchor QEA will provide the Town with proposed alternative methods of repair which will include:

- A clear rationale and explanation of damages, and
- Why the proposed repair alternatives are appropriate and reasonable
- Concept figure depicting the proposed alternatives

To determine the proposed repair alternatives, Anchor QEA will assess options including returning the damaged infrastructure to its pre-storm level of function or rebuilding the greenway infrastructure to a level of service that will provide enhanced resiliency to future flooding events by acquiring adjacent property.

These recommendations will address FEMA guidance and will support the Town's position to secure FEMA funding for design and implementation.

An order-of-magnitude (OOM) cost for design and implementation of the proposed repair alternatives will be developed to support subsequent phases of this project. The OOM cost will follow the American Association of Cost Estimation International Recommended Practices for Cost Estimating System¹ for a Class 5 estimate with an expected accuracy range of -50% at the low end and +100% at the high end to identify the typical variation of expected cost at this level of project definition.

Assumptions

- Repair alternatives will be summarized in a memorandum (up to 6 pages and 2 figures) that will later be incorporated into the Damage Assessment Report.
- Alternatives will be presented to the Town Council prior to selection of a preferred alternative and development of a design and implementation cost estimate. This presentation will be a part of Task 6.

Deliverables

Anchor QEA will provide the repair alternatives in a summary memo in PDF format, delivered via email.

Task 5—Damage Assessment Report

Anchor QEA will integrate the DDD and Alternative Methods of Repair into a Damage Assessment Report that aligns with FEMA's Preliminary Damage Assessment (PDA) Guide requirements. This report will document the type, location, extent, and estimated costs of damage to Site infrastructure, propose and evaluate different methods of repairing the damage, and provide cost estimates for implementing the Town-approved method of repair.

The final Damage Assessment Report will provide the Town with a defensible and FEMA-ready submittal package that expedites eligibility under the Stafford Act. By aligning with FEMA's documentation standards and validation practices, the report will not only support the Town's immediate recovery needs but also position the project for hazard mitigation funding to reduce vulnerability to future storm events.

Assumptions

- Anchor QEA will follow FEMA guidance for the development of the Damage Description and Dimensions Memorandum.

Deliverables

Anchor QEA will deliver the Damage Assessment Report in PDF format, via email.

¹ This system is a series of recommended practices that classifies estimates based on the maturity of the project definition scope and accuracy. The system has five classes of estimates, from Class 5 (Least Defined) to Class 1 (Most Defined).

Task 6—Project Management and Meetings

The intent of this task is to facilitate efficient and effective work within a defined schedule and budget to meet the project objectives. This task includes the following:

- Update meetings with Town representatives as needed (up to 2 hours over 4 30-min meetings)
- Develop and maintain a project schedule and conduct budget reviews (up to 10 hours total labor)
- Respond to miscellaneous project communications outside of the scope identified above (up to 2 hours)
- Anchor QEA staff will present alternative methods of repair to the Town Council at 1 Council or Agenda meeting.

General Assumptions

Completion of the work in accordance with the estimated budget and schedule is based on the foregoing descriptions and following assumptions:

- Anchor QEA will be provided access to all portions of the site on an agreed-upon date without delay.
- Weather events will not hinder performance of the surveys.
- Pre-design investigations, including geotechnical assessment and topographic surveying are not included in this phase.
- Permit application, pre-permitting meetings, or applicable fees are not included in this phase.
- The development of engineering plans, detailed design, including utility design, or specifications is not included in this phase.
- No cultural or archaeological study or threatened and endangered species assessments are included.
- FEMA will accept at least one of the proposed recommendations with only minor discussion or negotiation. If FEMA requires major revisions (exceeding 2 hours of work) Anchor QEA will require negotiation of a change order.
- Modifications or additional iterations of proposed recommendations by FEMA, the Town, or other stakeholders, will require additional scope and budget.

Estimated Costs

Based on the scope described herein, our estimated fees are summarized in Table 1. The project will be invoiced on a time and materials basis. If, during the work, we identify conditions that differ from those addressed in this proposal, Anchor QEA will notify the Town and obtain written approval prior to continuation of out-of-scope services. Although Anchor QEA will track budgets at the task level, invoicing for work from this project will be provided at the project level. Invoicing for work from this project will be provided monthly. Invoicing conditions are stated in the Standard Agreement.

Table 1
Task and Fee Breakdown

Task Number	Task Name	Estimated Cost
Task 1	Existing Data Review	\$1,650
Task 2	Preliminary Site Assessment	\$3,450
Task 3	Damage Description and Dimensions	\$4,400
Task 4	Alternative Methods of Repair	\$7,800
Task 5	Damage Assessment Report	\$3,400
Task 6	Project Management and Meetings	\$4,500
TOTAL		\$25,200

Schedule

Anchor QEA will target completion of the work within 8 weeks of contract execution.

If you have any questions regarding these findings, please contact me at 828-989-4587, or via email at cgengle@anchorqea.com. We appreciate the opportunity to perform this work.

Sincerely,



Chris Engle, PE
Project Manager



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: 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.

SUGGESTED MOTION(S):

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.

SUMMARY:

The Town Council will consider a task order from Jennings Environmental to perform engineering and design tasks for the NC DEQ Blueprint floodbench project in Veteran's Park.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. O-26-XX Veteran's Park Blueprint Capital Project Ordinance (9-14-26)
2. R-26-XX_Resolution to Authorize the Jennings TO for Blueprint Engineering
3. Scope of Work Jennings Blueprint (003)

Town of Black Mountain
Veteran's Park Blueprint Floodbenching Project
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 Veteran's Park Blueprint floodbenching project as outlined in the scope submitted to the North Carolina Department of Environmental Quality.

Section 3: Funding

The project is funded in whole by the North Carolina Department of Environmental Quality Blueprint 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 DEQ Blueprint)	\$1,650,000.00
Total Revenue	\$1,650,000.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenditures</u>	
<u>Expenditure Type</u>	<u>Anticipated Expenditures</u>
Professional Services – Design and Engineering	\$390,000.00
Capital Outlay – Land Improvements	\$1,260,000.00
Total Expenditure	\$1,650,000.00

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 14th day of September 2026.

C. Michael Sobol
Mayor

ATTEST:

Wesley M. Barker
Town Clerk

Council Member _____ made a motion to approve the following resolution. A vote of _- in favor. Council Member Larry Harris was absent.

A RESOLUTION AUTHORIZING THE TASK ORDER WITH JENNINGS ENVIRONMENTAL FOR DESIGN & ENGINEERING SERVICES FOR THE NC DEQ BLUEPRINT VETERAN’S PARK FLOODBENCHING PROJECT

RESOLUTION NO. R-26-XX

WHEREAS, the Town applied to the North Carolina Division of Environmental Quality (NC DEQ) Blueprint grant program for floodbenching improvements in Veteran’s Park; and

WHEREAS, the Town was awarded funding from the NC DEQ Blueprint program in the amount of \$1,650,000; and

WHEREAS, Jennings Environmental was selected as the most qualified firm based on their response to the Town’s request for statements of qualification for the project; and

WHEREAS, Jennings Environmental has submitted to the Town a task order outlining their proposed scope and cost for design and engineering services for the project; and

WHEREAS, cash flow funds and reimbursements from the NC DEQ Blueprint program will be recognized in the capital project ordinance for the project entitled “Veteran’s Park Blueprint Floodbenching Project”;

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

1. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute the task order with Jennings Environmental to perform engineering and design tasks outlined in the attached scope of work.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any related documents required to implement this agreement for professional services and proceed with the outlined scope of work, as presented.

Adopted this 14th day of September, 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk

SCOPE OF WORK AND FEES

Date: May 5, 2026

To: Town of Black Mountain
Matt Begley, Budget Analyst
Matt.begley@tobm.org

From: Jennings Environmental, PLLC
Greg Jennings, PhD, PE, President
greg@jenningsenv.com



Subject: NCDEQ Blueprint Project Engineering Services

Jennings Environmental PLLC is providing this Scope of Work and Fees for engineering and environmental services to implement the NCDEQ Blueprint Project entitled: **Integrated Swannanoa River Flood Resilience and Water Quality Enhancement Project**.

The following tasks with associated fees will be completed at three project sites during the two-year (8 quarters) grant period following notice to proceed:

Project 1. Swannanoa River Floodbench – Phase II near Community Gardens

Q1 Survey, Base maps, Conceptual design	\$ 25,000
Q2 60% design, Plan review with Town staff and permit agencies	\$ 25,000
Q3 Permit applications	\$ 20,000
Q4 Construction drawings, Bid administration, Contractor selection	\$ 20,000
Q5-Q7 Construction Oversight	\$ 15,000
Q8 Final Report, Community Engagement	\$ 20,000

Total Project 1	\$125,000
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Project 2. NCDOT–Town Constructed Wetland Partnership

Q1 Survey, Base maps, Conceptual design, NCDOT engagement	\$ 15,000
Q2 60% design, Plan review with Town staff, NCDOT, permit agencies	\$ 15,000
Q3 Permit applications	\$ 10,000
Q4 Construction drawings, Bid administration, Contractor selection	\$ 10,000
Q5-Q7 Construction Oversight	\$ 10,000
Q8 Final Report, Community Engagement	\$ 10,000

Total Project 2	\$ 70,000
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Project 3. Veterans Park Floodplain, Wetland, and Green Infrastructure Complex

Q1 Survey, Base maps, Conceptual design	\$ 35,000
Q2 60% design, Plan review with Town staff and permit agencies	\$ 40,000
Q3 Permit applications	\$ 35,000
Q4 Construction drawings, Bid administration, Contractor selection	\$ 50,000
Q5-Q7 Construction Oversight	\$ 25,000
Q8 Final Report, Community Engagement	\$ 10,000
Total Project 3	\$195,000

Total Fees for Three Project Sites: \$390,000

Invoices will be submitted quarterly based on percent completion of each task for each project.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Matt Begley, Recovery & Capital Programs Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: 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.

SUGGESTED MOTION(S):

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.

SUMMARY:

The Town Council will consider a task order from Jennings Environmental to perform engineering and design tasks for the Veterans Park River Restoration project.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Jennings Task Order 2 FEMA Swannanoa River Veterans Park
2. O-26-XX Veteran's Park River Restoration Capital Project Ordinance (9-14-26)
3. R-26-XX_Resolution to Authorize Jennings TO Vet Park River Restoration

TASK ORDER

Date: September 4, 2026

To: Town of Black Mountain

From: Jennings Environmental, PLLC
Greg Jennings, PhD, PE, President
greg@jenningsenv.com

A handwritten signature in black ink that reads "Gregory D. Jennings".

Subject: FEMA Swannanoa River Restoration at Veterans Park
Engineering Services Task Order # 2

Master Service Agreement Reference

This Task Order No. 2 is issued under, and is governed by, the Master Service Agreement between the Town of Black Mountain (Owner) and Jennings Environmental, PLLC (Engineer), effective November 13, 2025, including Exhibit B, Federally Required Terms and Conditions - Hurricane Helene. All terms, conditions, and federally required provisions of that Agreement and Exhibit B are incorporated by reference and apply to the work under this Task Order. In the event of any conflict, the Master Service Agreement and Exhibit B control.

Reference: MSA / RFQ No: | FEMA DR-4827-NC | Project 811551 Vet Park

Scope of Work and Deliverables

Jennings Environmental PLLC is providing this Scope of Work with Fee Proposal for Engineering Services to support FEMA funded work on Swannanoa River Restoration at Veterans Park to address damages caused by the 2024 Helene disaster. We will coordinate with Town staff to provide the following deliverables:

- Stamped topographic survey of project area.
- Stamped engineering design plan with construction specifications.
- Engineer's Opinion of Probable Cost.
- Permit approvals from all relevant federal, state, and local agencies.
- Construction administration, including preparation of bid documents and assistance with the Town's competitive procurement of a construction contractor. Contractor selection and award are made by the Town. Services also include the pre-construction meeting, inspections, and closeout certification.
- Technical assistance with grant administration.

Period of Performance

Period of performance is from 9/15/2026 through 9/1/2028. Time for completing the Services is as set forth in this Task Order in accordance with Section 1 of the Master Service Agreement. Any extension of the period of performance shall be made only by written amendment signed by both parties.

Compensation

Fees are based on the hourly rates and estimated hours shown below and shall not exceed a total of \$95,240. Invoices shall reflect actual hours worked at the rates below, shall include reasonable detail of the services performed, and shall be submitted in accordance with Section 2 of the Master Service Agreement. The Engineer is responsible for monitoring and controlling cost so the Services are completed within the Not-to-Exceed Amount. The table below is the basis of estimate.

Fees Based on Hourly Rates:

Labor	Hourly Rate	Hours	Total
Senior Engineer	\$ 185	188	\$ 34,780
Engineer	\$ 145	248	\$ 35,960
Environmental Scientist	\$ 125	196	\$ 24,500
Not-to-Exceed Total			\$ 95,240

Acceptance

The parties execute this Task Order as of the latest date signed below. Work shall not begin until the Owner has signed and issued Notice to Proceed.

OWNER

Town of Black Mountain

By _____

Print name _____

Title _____

Date signed _____

ENGINEER

Jennings Environmental, PLLC

By Gregory D. Jennings

By _____

Gregory D. Jennings

Print name _____

President

Title _____

September 4, 2026

Date signed _____

Town of Black Mountain
Veteran's Park River Restoration FEMA Project
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 Veteran's Park River Restoration Project.

Section 3: Funding

The project is funded by Federal Emergency Management and North Carolina Department of Public Safety grants.

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>
FEMA PA funding for Veteran's Park River Restoration	\$536,450.00
Total Revenue	\$536,450.00

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

<u>Budgeted Expenditures</u>	
<u>Expenditure Type</u>	<u>Anticipated Expenditures</u>
Professional Services – Design and Engineering	\$95,240.00
Capital Outlay – Land Improvements	\$441,210.00
Total Expenditure	\$536,450.00

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 14th day of September 2026.

C. Michael Sobol
Mayor

ATTEST:

Wesley M. Barker
Town Clerk

Council Member _____ made a motion to approve the following resolution. A vote of _- in favor. Council Member Larry Harris was absent.

**A RESOLUTION AUTHORIZING THE TASK ORDER WITH JENNINGS
ENVIRONMENTAL FOR DESIGN & ENGINEERING SERVICES FOR THE
VETERAN’S PARK RIVER RESTORATION PROJECT**

RESOLUTION NO. R-26-XX

WHEREAS, the riverbank at Veteran’s Park was substantially damaged during Tropical Storm Helene; and

WHEREAS, these damages are included in a FEMA PA project; and

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

WHEREAS, the Town has selected Jennings Environmental as the most qualified firm based on the qualifications based selection process; and

WHEREAS, Jennings Environmental has submitted to the Town a task order outlining their proposed scope and cost for design and engineering services for the project; and

WHEREAS, cash flow funds and reimbursements from the NC DEQ Blueprint program will be recognized in the capital project ordinance for the project entitled “Veteran’s Park River Restoration Project”; and

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

1. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute the task order with Jennings Environmental to perform engineering and design tasks outlined in the attached scope of work.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any related documents required to implement this agreement for professional services and proceed with the outlined scope of work, as presented.

Adopted this 14th 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 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of Resolution Authorizing the Task Order with Kimley-Horn & Associates to Perform Design & Engineering Services for the Veterans Park Pedestrian Bridge Project.

SUGGESTED MOTION(S):

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.

SUMMARY:

Town Council will consider a resolution to approve the Task Order from Kimley-Horn to complete full designs and engineering of the Veteran's Park Pedestrian Bridge project.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. 2026-09-04_Veterans Park Ped Improvements Kimley Horn TO
2. R-26-XX_Resolution to Authorize TO with Kimley-Horn for Vet Park Bridge Design & Engineering

INDIVIDUAL PROJECT ORDER NUMBER 02

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Town of Black Mountain (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 13, 2025, which is incorporated herein by reference.

Identification of Project:

Project Name: Veterans Park Pedestrian Improvement Project

KH Project Manager: Carter Moreau, PE

Project Number: 016490004

Project Understanding:

The Veterans Park Pedestrian Improvement Project will include preliminary engineering and design for the construction of approximately 130 feet of prefabricated steel pedestrian bridge, along with approach improvements, stretching from Veterans Park across the Swannanoa River towards Montreat College. This project includes reconstruction of existing abutments, greenway improvements, and a pedestrian bridge. It is understood that the improvements will be contained inside of Town of Black Mountain property, therefore no easement exhibits, plats, or right-of-way acquisition services are included in this proposal.

The Project is anticipated to receive FEMA Public Assistance funding. Kimley-Horn will use the FEMA-approved project description and eligible scope of work furnished by the Town as a basis for design and will identify material deviations of which Kimley-Horn becomes aware. FEMA and the Town retain sole authority to determine funding eligibility and reimbursement. Kimley-Horn does not warrant or guarantee FEMA eligibility or reimbursement.

Specific scope of basic Services:

Kimley-Horn will provide the services specifically set forth below.

Task 1 – FEMA Environmental and Historic Preservation Documentation Support

Environmental documentation and FEMA project support services for the project will be provided as follows:

- Kimley-Horn will review the FEMA-approved project description, eligible scope of work, available Damage Description and Dimensions, Environmental and Historic Preservation requests, and other project-specific FEMA documentation furnished by the Town.
- Kimley-Horn will prepare a Start of Study Letter and accompanying Project Vicinity Map and Environmental Features Map for distribution by the Town to applicable federal, state, and local agencies and other stakeholders. One revision based on consolidated Town comments is included.
- Kimley-Horn will prepare one design-scope comparison memorandum identifying principal components of the proposed design and comparing them to the FEMA-approved project description furnished by the Town. Based on information available to Kimley-Horn, the memorandum will distinguish restoration, applicable code-and-standard upgrades, potential betterments or locally funded improvements, and material deviations requiring Town direction.
- Kimley-Horn will provide professional engineering information reasonably available from its services for up to four FEMA Requests for Information or Environmental and Historic Preservation information requests.
- Kimley-Horn will coordinate with the Town, FEMA-designated representatives, and applicable agencies concerning technical engineering information prepared by Kimley-Horn. Kimley-Horn will not act as the Town's grant administrator or Authorized Representative unless added by written amendment.
- Kimley-Horn will provide technical engineering support for scope clarifications, code-and-standard documentation, change-order eligibility narratives, cost-estimate reconciliation, and the engineering portions of closeout documentation identified in Task 13.
- Kimley-Horn will coordinate Section 106, Section 6(f), wetland, stream, protected species, and related environmental matters only to the extent specifically described in this IPO. Specialty investigations, surveys, mitigation plans, an Environmental Assessment, or an Environmental Impact Statement are Additional Services.

FEMA, the Town, and applicable agencies retain sole authority for funding, eligibility, environmental clearance, and regulatory determinations. Kimley-Horn's services are advisory and technical and do not constitute legal opinions, certifications of reimbursement, or guarantees of agency approval.

At each design milestone, design deliverables will be developed using the FEMA-approved eligible scope of work furnished by the Town as the basis of design. Where applicable, Kimley-Horn will identify and document distinctions between eligible pre-disaster restoration, code-and-standard upgrades, and betterments based on information available to Kimley-Horn.

Task 2 – Environmental Permitting

- Wetland and Streams Delineation – Kimley-Horn will prepare field mapping and conduct field delineation of the project area to verify the absence or presence of potential waters of the U.S., including wetlands. Wetlands and open waters will be identified using the three-parameter approach described in the USACE 1987 Wetland Delineation Manual and applicable Regional Supplement. Kimley-Horn will determine the absence or presence of jurisdictional streams using the current NCDWR stream identification methodology and collect sub-meter GPS data for planning and agency verification.
- Protected Species Surveys and USFWS Coordination – Kimley-Horn will review the USFWS list and NCNHP database and perform a habitat assessment concurrently with the delineation effort. If potentially suitable habitat is identified, Kimley-Horn will coordinate with USFWS to determine whether species surveys are required and will prepare technical documentation supporting the applicable effect determination. Final agency determinations remain with USFWS.
- PCN Application (if impacts are anticipated) – Kimley-Horn will prepare and submit the appropriate 404/401 permit applications to USACE and NCDWR and track the applications through the regulatory process. Kimley-Horn assumes impacts will be less than 0.1 acre of wetlands/waters and/or less than 0.02 acre of stream and will not require compensatory mitigation. If impacts exceed these thresholds, compensatory mitigation coordination will be an Additional Service.

Task 3 – Preliminary Design Plans (30% Design)

Kimley-Horn will prepare 30% Preliminary Plans which will consist of:

- Title Sheet
- Typical Sections
- Plan Sheets (1-inch = 20-feet horizontal)
- Horizontal curve data
- Superelevation
- Preliminary slope stake lines
- Profile Sheets (1-inch = 10-feet vertical)
- Vertical profile will match existing roadway
- Cross Sections (1-inch = 10-feet)
- Cross Sections every 50' along sidewalk
- Station labels, cross slope labels and existing ground labels for each cross section
- Preliminary Opinion of Probable Construction Costs (OPCC)

All plans, designs, specifications, and estimates shall conform to the latest edition of AASHTO and NCDOT standards and practices for highway construction.

Kimley-Horn will conduct one (1) two (2) hour site visit to perform general site reconnaissance during the preliminary design phase. Kimley-Horn will submit the 30% Plans in electronic (PDF) format to the Town. Kimley-Horn will provide a Quality Control/Quality Assurance review of the 30% Plans prior to submittal.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 4 – Geotechnical (Terracon)

Terracon's original scope of services, including all tables, figures, exhibits, assumptions, limitations, additional services, and the coordinates stated therein, is attached to and incorporated into this IPO as Exhibit A without revision. Kimley-Horn has not modified Terracon's language. If any discrepancy exists, Terracon's original attached proposal controls.

Task 5 – 60% Design Plans

Drainage Design

Kimley-Horn will perform preliminary hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the greenway and tunnel plans. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with GIS contour information, USGS Quad maps, FEMA information, and Owner provided flown topography mapping. The anticipated tasks associated with the drainage evaluation concurrent with the 60% design plans include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed trail pipe crossings and existing ditches.
- Size all cross pipes along trail alignment and determine critical trail profile minimums to allow for the proposed cross pipes.

- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed trail and to replace existing ditches impacted by the proposed trail.
- Evaluate and design necessary revisions to existing hydraulic structures that may be impacted by the proposed trail.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features and associated labeling.
- Draft anticipated ditches and final cross pipes into the trail profile sheets.

Erosion and Sediment Control Design

Engineer will design and specify erosion control measures which minimize erosion and limit off-site sedimentation during construction. The design will be in accordance with the requirements of the NCDEQ and the Town.

Pedestrian Bridge and Greenway Design

Kimley-Horn will further the design for the bridge and greenway approaches with the layout agreed upon with the Town during the 30% design phase.

Deliverables:

- 60% Design Plans
- Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will address up to two (2) rounds of consolidated comments from the Town and FEMA on the 60% plans.

Task 6 – Structural Plans

The structural design of one (1) pedestrian bridge will be performed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges and the AASHTO LRFD Bridge Design Specifications; and based on the foundation recommendations provided by the project Geotechnical Engineer and the hydraulic study. It is assumed that the pedestrian bridge will consist of a prefabricated superstructure designed by others, supported by cast-in-place concrete on H-Piles designed by Kimley-Horn. Geotechnical recommendations were not available at the time of this scope and fee. If a different substructure unit or foundation type is recommended than that assumed above, Engineer will develop a new scope and fee for any additional effort.

Preliminary Bridge Plans

Engineer will develop Preliminary Bridge Plans, which will include two (2) plan sheets for the structure showing plan, profile, and typical pedestrian bridge section. Preliminary Bridge Plans will be submitted to the Town for review at the 60% plan phase. Engineer will incorporate any comments provided by the Town into the Final Bridge Plans.

90% and Final (100%) Bridge Plans

Kimley-Horn will develop 90% plans consisting of bridge plan and elevation, index of drawings, general notes, foundation data, conceptual prefabricated steel truss superstructure plan and details including specifications, and substructure plans and details. Kimley-Horn will advance the 90% plans to Final Bridge Plans consisting of construction documents and specifications. An OPCC will be developed based on quantities determined in the design.

Pedestrian Bridge Basis of Design

- Bridge length, span options, and height above creek/stream shall be based on hydraulic requirements.
- Engineer has assumed one (1) span length for this scope of work.
- The maximum walkway (clear) width shall be 10 feet.
- The maximum vehicular live load shall be H-5.
- The anticipated span is 130 feet, simple span.
- The superstructure will be a prefabricated structure designed by others based on details and performance specifications in the contract documents.
- The anticipated substructure units will consist of reinforced concrete founded on steel H-Piles.

At each design milestone, Kimley-Horn will compare material project elements to the FEMA-approved project description furnished by the Town and identify material deviations of which Kimley-Horn becomes aware. This comparison is technical documentation only and is not a determination or guarantee of FEMA eligibility.

Kimley-Horn shall produce specifications for the bridge main spans suitable for bidding.

Task 7 – Structural Construction Administration

Kimley-Horn will provide limited construction phase services to the Town for the Project as identified below.

Kimley-Horn will not direct the work of the Contractor, and does not guarantee the performance of the

construction contracts, and has no responsibility for the Contractor's means, methods, and safety at the Site. Kimley-Horn is not responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. This task assumes Kimley-Horn will provide the following services and is limited to 48 hours.

- Clarifications and Interpretations - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to the Client. Any authorization of variations from the Contract Documents will be made by the Client. The scope assumes up to ten (10) RFI's at approximately 1-hour each for response.
- Review and Response to Shop Drawings - Kimley-Horn will review and respond to certain Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. The scope assumes up to seven (7) shop drawing reviews at approximately 4-hours each for review. The following shop drawings are expected for review:
 - o Concrete Mix Designs and Materials
 - o Stay-In-Place Forms
 - o Steel Piles
 - o Reinforcing Steel
 - o Formwork
 - o Prefabricated Metal Truss
 - o Anchor Bolts
- Site Visits - Kimley-Horn will visit the site, at the request of the Client, to observe construction of improvements designed by Kimley-Horn. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of the Contractor's work in progress. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits. The scope assumes up to four (4) site visits at approximately 7 hours each site visit. Travel time will be billed.

Task 8 – Permitting & Coordination

- Sedimentation and Erosion Control Permit – Engineer will prepare and submit a sediment and erosion control permit to the Asheville Regional Office of NCDEQ. The permit application package will include the NCDEQ E&SC checklist, Financial Responsibility Form signed by the Town, calculations package, Construction Plans, and application fee.
- Buncombe County Building Permit – Kimley-Horn will prepare and submit a building permit application and associated plans to Buncombe County.
- Up to two (2) rounds of drawing revisions due to reasonable regulatory review are included in this Scope.

Kimley-Horn has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to permit status, probability, and timeframe for approvals are based solely on professional experience and past experience.

Task 9 – Utility Coordination

Kimley-Horn shall not be or become responsible for design or construction by utility companies as a result of performing the work of this section. Kimley-Horn shall provide coordination with privately owned utilities which may be affected by the design of the Project and whose respective owners are responsible for design and adjustments to these utilities, if any. Coordination will include:

- Utility analysis
- Identify utility agencies and/or owners
- Develop utility contact list
- Distribute plans
- Preliminary utility meeting and individual/field meetings
- Collect and review utility plans and data and prepare a utility conflict analysis
- Identify utilities with compensable rights
- Utility design meetings
- Utility-by-Others plans

Task 10 – Construction Documents (90% and 100% Design)

Kimley-Horn will prepare final construction documents for submittal as Draft Final and Final Construction plans for bidding. Drawings shall comply with applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines and current applicable State and local codes. Construction Documents will include site drainage, grading, erosion control, layout, sidewalk design, details, and a specification manual for a formal unit-price bid procedure using NCDOT standards. The Town will provide Town-specific forms and narratives for the front-end specifications, and Kimley-Horn will assemble the bid book and prepare project-specific provisions and bid tab.

90% (Draft Final) Plans

Kimley-Horn will prepare Draft Final plans, technical specifications, bid documents, and final OPCC and will provide a Quality Control/Quality Assurance review before submittal. Two (2) rounds of comment responses are anticipated.

100% (Final) Sealed Plans

Upon receipt of comments or approval, Engineer will furnish one reproducible set of final sealed construction plans and documents for bidding and construction. Kimley-Horn will provide one sealed hard copy, a DocuSign PDF, and one electronic set in PDF format with applicable CADD files.

Task 11 – Meetings & Coordination

- Monthly progress meetings, up to one (1) hour, assuming up to twelve (12) meetings.
- Coordination with Jennings regarding flood study and stream modeling, assuming up to two (2) calls per month totaling one (1) hour for twelve (12) months.
- Design coordination conference calls with the Town between milestones, up to one (1) hour each, assuming three (3) meetings and up to two (2) Kimley-Horn staff.
- One public meeting preparation meeting of up to one (1) hour with the Town and up to two (2) Kimley-Horn staff.
- Meeting notes for three (3) milestone design review meetings.
- Monthly administration and coordination, 24 months assumed.
- Progress reports with monthly invoices.
- Project schedule with major milestones and up to two (2) revisions.
- Project begins upon notice to proceed from the Town.
- Utilizing SMARTS™ for deliverables, project management, and electronic file rights. Additional information on SMARTS can be found in Exhibit C.

Task 12 – Bid Phase

Upon final approval of Construction Documents by all agencies, Kimley-Horn will assist the Town with bid phase services as follows:

- Attend a pre-bid meeting, assuming up to two key staff members.
- Receive and provide clarifications and information requested by bidders and help the Town issue up to three (3) addenda.

The Town will advertise the project and determine the location and time of the pre-bid opening.

Task 13 – Construction Administration

Kimley-Horn will provide the construction phase services specifically stated below:

Pre-Construction Conference. Kimley-Horn will attend a one-hour Pre-Construction Conference before construction. Up to two (2) Kimley-Horn staff are assumed.

Kimley-Horn will not supervise, direct, or control Contractor's work, will not have authority to stop the Work, and will not be responsible for means, methods, techniques, equipment choice and use, schedules, safety programs, or Contractor compliance with laws. Kimley-Horn does not guarantee Contractor performance.

- Construction Progress Meetings – Attend up to twelve (12) one-hour construction progress meetings, with one Kimley-Horn representative attending remotely unless attendance is included with a site visit.
- Recommendations with Respect to Defective Work – Recommend to the Town that observed work be disapproved or rejected if Kimley-Horn believes it will not produce a completed Project that generally conforms to the Contract Documents.
- Clarifications and Interpretations – Respond to up to fifteen (15) Contractor RFIs related to Contract Documents prepared by Kimley-Horn.
- Change Orders – Review and make recommendations regarding up to five (5) proposed Change Orders. When requested, prepare brief technical narratives categorizing the change based on information available to Kimley-Horn. FEMA and the Town retain sole authority for eligibility determinations.
- Shop Drawings and Samples – Review up to twelve (12) initial submittals and one resubmittal of each, only for general conformance with the Contract Documents.
- Applications for Payment – Review up to twelve (12) Contractor applications for payment and make recommendations based on the schedule of values, unit-price quantities reported by the Contractor, information furnished by the Town, and Kimley-Horn's periodic observations. Kimley-Horn will perform reasonable quantity verification based upon Contractor-furnished quantity documentation, field observations, and information reasonably available to Kimley-Horn. This review is intended as a professional recommendation to the Town and is not an exhaustive audit or certification of quantities, labor, payroll compliance, Contractor entitlement, or use of prior payments.

- Inspections and Tests – Kimley-Horn may require special inspections or tests and may receive and review certificates within Kimley-Horn's area of responsibility. Physical materials testing and special inspections will be performed by an independent qualified testing provider retained by the Town or Kimley-Horn through a subconsultant agreement. Physical materials testing and special inspections are to be scoped at a later date. Review of testing reports, pile installation records, inspection reports furnished to Kimley-Horn, and incorporation of those records into the project closeout documentation are included within this scope.
- Substantial Completion and Punch List – Conduct one substantial completion site visit and prepare one list of observed items requiring completion or correction.
- Final Completion – Conduct one final completion site visit to observe the status of previously identified punch-list items. Final acceptance remains the Town's responsibility.
- Record Drawings – Prepare one set of record drawings reflecting material changes documented through approved Change Orders and marked-up drawings furnished by the Contractor. Record drawings do not certify exact locations or conditions.
- FEMA Closeout Support – Compile engineering documentation generated or received by Kimley-Horn, including record drawings reconciled to the FEMA-approved project scope with material deviations identified; RFI and submittal logs maintained by Kimley-Horn; dated progress photographs; change-order logs and eligibility narratives; available testing reports, inspection reports, and pile-installation records furnished to Kimley-Horn; substantial completion documentation; final completion documentation; final cost reconciliation; and permit closeout documentation available to Kimley-Horn. Permit closeout documentation may include available records demonstrating satisfaction of applicable Section 404/401 permits, NCDEQ erosion and sediment control requirements, and any Section 4(f), Section 6(f), or Section 106 commitments applicable to the Project. Kimley-Horn will compile available documentation but does not independently certify compliance by others.

Additional Services if required:

Any services not specifically provided for in the above scope will be billed as Additional Services and performed only after written authorization by the Town's authorized representative. Kimley-Horn will not exceed an authorized amount without further written authorization. If cumulative authorized Additional Services are anticipated to materially affect the total compensation, scope, schedule, or risk allocation of the Project, the Parties shall execute a written amendment prior to continuing the affected services.

- Right of Way Appraisals
- Right of Way Negotiations
- Right of Way Mapping
- Additional Survey Services
- Greenway design beyond the limits of this project
- Water/sewer design
- Landscape plans
- Meetings and workshops beyond those described above
- Grant administration, FEMA portal entry, benefit-cost analysis, legal services, audit representation, continuous inspection, and FEMA eligibility determinations

Schedule:

Kimley-Horn will begin services upon receipt of a fully executed IPO and notice to proceed from the Town. The schedule is dependent on timely receipt of survey, flood study and modeling, FEMA project documentation, geotechnical information, Town decisions, and agency reviews. Times for performance will be extended as provided in the Master Agreement for delays outside Kimley-Horn's control.

Deliverables:

- Environmental and FEMA documentation described in Tasks 1 and 2.
- 30%, 60%, 90%, and Final design plans and associated OPCCs.
- Terracon geotechnical deliverables contained in the unmodified Exhibit A.
- Permit applications and bid documents described above.
- Construction administration and FEMA closeout deliverables described in Task 13.

Terms of compensation:

Kimley-Horn will perform the services in Tasks 1 through 10 and 12 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Town.

Task Description	KH Fee	Subconsultant Fee
Task 1 – FEMA Environmental	\$27,500	

Documentation		
Task 2 – Environmental Permitting	\$20,000	
Task 3 – Preliminary Design Plans	\$30,000	
Task 4 – Geotechnical	\$2,400	\$25,200 – Terracon
Task 5 – 60% Design Plans	\$35,000	
Task 6 – Structural Plans	\$43,400	
Task 7 – Structural Construction Administration	\$16,000	
Task 8 – Permitting & Coordination	\$11,000	
Task 9 – Utility Coordination	\$6,100	
Task 10 – Construction Documents	\$22,000	
Task 12 – Bid Phase	\$6,200	
SMARTS™	\$3,000	
Subtotal	\$222,600	\$25,200

Total Lump Sum Fee \$247,800

Kimley-Horn will perform the services in **Tasks 11 and 13** on a labor fee plus expense basis with the maximum labor fee of \$75,725

Task 11 – Meetings/Coordination..... \$ 35,000 (Hourly)

Task 13 – Construction Administration \$40,725 (Hourly)

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Expenses \$1,000 to \$5,000

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of the date of the invoice.

Task 11 and 13 task-level labor-hour and rate estimates can be found in Exhibit B at the end of this document. The task-level labor-hour estimate and applicable public rate schedule will be provided as fee-basis support. The estimate will not convert lump-sum tasks to hourly or cost-reimbursable compensation.

Because the expanded FEMA documentation and construction-phase services were requested after the original fee was developed, the task hours and total fee should be confirmed before client issuance.

Other special terms of Individual Project Order:

Subject to payment of amounts due under this IPO, Kimley-Horn grants the Town a nonexclusive, perpetual, royalty-free, project-specific license to use, reproduce, distribute, modify, maintain, repair, complete, bid, rebid, and otherwise utilize the final deliverables prepared by Kimley-Horn for this Project, including use for FEMA documentation, permitting, construction, operation, maintenance, repair, future modifications of the Project, and completion by others. Ownership of Kimley-Horn's instruments of service, standard details, software, calculation tools, and other pre-existing intellectual property remains with Kimley-Horn.

To the extent required by applicable federal law, including 2 CFR 200.315, the Town and applicable federal awarding agencies shall receive the nonexclusive, irrevocable, royalty-free rights required by law in deliverables funded in whole or in part with federal assistance. Nothing in this IPO is intended to restrict rights that federal awarding agencies are entitled to receive under applicable federal requirements. Kimley-Horn will include applicable federal flow-down requirements from the

Master Agreement in material subcontracts. Except for the project-specific scope, schedule, deliverables, compensation, and special terms stated in this IPO, the Master Agreement remains unchanged and controls in the event of a conflict.

Subconsultants and Federal Flow-Down Requirements: Kimley-Horn anticipates utilizing Terracon for geotechnical services and may utilize additional subconsultants as reasonably necessary to perform the Services. Prior to engaging any additional subconsultant performing a material portion of the Services, Kimley-Horn will provide notice to the Town and a reasonable opportunity for review. Such approval shall not be unreasonably withheld, conditioned, or delayed. Kimley-Horn shall require its subconsultants to comply with applicable federal funding requirements incorporated into the Master Agreement, including applicable record-retention, access-to-records, audit, conflict-of-interest, debarment, and other required flow-down provisions. Kimley-Horn shall also require its subconsultants to maintain insurance coverage consistent with the requirements applicable to their scope of services.

ACCEPTED:

CLIENT	KIMLEY-HORN AND ASSOCIATES, INC.
BY:	BY: 
TITLE: _____	TITLE: Associate
DATE: _____	DATE: 09/04/2026

rev 1/2021

EXHIBIT A

Our Scope of Services is based on our understanding of the project as described by KHA and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted as shown below. We request KHA and/or the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 10 Veterans Park Drive in Black Mountain, NC 28711. Lat/Long: 35°36'27.4"N 82°20'04.8"W (approximate) For additional information, see Exhibit D.
Existing Improvements	The site is an existing public park with baseball and athletic fields, paved and gravel walking trails, open mowed areas, and associated amenities. A pedestrian bridge crossing the Swannanoa River was washed away by flood waters during Hurricane Helene.
Current Ground Cover	Grass, brush, and trees, with gravel and asphalt in driving areas and walking paths.
Existing Topography	Based on a review of Google Earth, the site slopes down to the east with elevations ranging from approximately 2,300 feet in the west side of the site to approximately 2,288 in the east side of the site.
Site Access	We expect that the site, and all exploration locations are accessible with our track-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience in this area indicates subsurface conditions likely consist of alluvial sand and silt overlying partially weathered bedrock and bedrock at depth.

Planned Construction

Item	Description
Information Provided	Kimley-Horn provided a brief description of the project and a general project overview via electronic mail on April 3, 2026.

Project Description and Proposed Structures	The project includes replacing the existing pedestrian bridge and improvements to the greenway at the bridge approaches and greenway replacement south of I-40. Proposed bridge size and type were not available at the time of proposal preparation.
Maximum Loads	Structure loads were not available at the time of proposal preparation but will be needed to complete the geotechnical report.
Grading/Slopes	We assume site grading will be minimal to prepare the site for construction.
Below Grade Structures	None anticipated.
Pavements	We assume a flexible (asphalt) pavement section should be considered for greenway sections.

We understand that the scope of services proposed as part of the planned site development activities includes field exploration, laboratory testing, and engineering/project delivery. These services are described below.

Field Exploration

The field exploration program is presented in the following table, based on the provided information.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
2	50 to 60	Bridge abutments
3	6	Greenway area
5	138	Total

1. Below ground surface. Depths may be adjusted up or down based on preliminary plans (if available).
2. If auger refusal is encountered in the bridge borings, a minimum of 10 feet of rock coring per boring is included in this scope of work.
3. The planned boring locations are shown on the attached Anticipated Exploration Plan.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may also be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance the borings with a track-mounted drill rig using continuous flight, hollow stem augers. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples

will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, Terracon will perform rock coring in the bridge borings to obtain rock samples for laboratory testing. Rock coring will be performed using an NQ2 (double barrel-wireline) diamond tipped coring bit. We assume that a maximum of 10 feet of rock coring may be required at each boring. Water will be used as a drilling fluid for rock coring, and the spent water will be discharged on site.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could.

We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety and Site Access

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through NC811. We will consult with the owner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private Utility Locates: Fees associated with private utility locate services have been included as an additional service around each of the boring locations, typically a 10x10 foot area. No mapping or other SUE related locating services is included in this scope. The fee for the private utility locating service can be found in **Exhibit C** of this proposal.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner/client of their responsibilities in identifying private underground utilities.

Electromagnetic (EM) methods will be used to identify conductive underground utilities and Ground Penetrating Radar (GPR) methods will be used to identify nonconductive underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering memo will be prepared under the supervision of a State of North Carolina registered Professional Engineer. The geotechnical engineering memo will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Seismic site class
- Earthwork recommendations including site/subgrade preparation, excavation, and drainage
- Structural fill and backfill recommendations
- Recommendations for driven H-pile foundations in accordance with LRFD, including axial and lateral analyses
- Estimated settlement of foundations

In addition to an emailed report, your project will also be delivered using **Terracon Compass (Compass)**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$165 - \$185
Analyst II	\$195 - \$230
Professional	\$225 - \$280
Senior Professional I	\$275 - \$360
Senior Professional II	\$365 - \$450
Senior Technical Support	\$200 - \$325
Technical Support	\$110 - \$210
Support Staff	\$100 - \$160

Effective through June 30, 2027

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Task 11 – Meetings & Coordination

Current Budget: \$35,000 (Hourly NTE)

Activity	Quantity Assumption	Estimated Hours
Project setup / kickoff	1 meeting	3
Monthly progress meetings	12 meetings @ ~2 hr each (prep + attendance + follow-up)	24

Jennings coordination	24 calls over 12 months	24
Design milestone meetings	3 meetings	6
Meeting notes	3 milestone meetings	6
Project schedule development	Initial schedule	6
Schedule updates	2 updates	4
Monthly invoicing and reporting	24 months	24
Monthly PM coordination	24 months	48
Internal coordination/QC support	Throughout design	22
Total Estimated Hours		167 hrs

Task 11 includes project management, monthly coordination, scheduling, progress meetings, agency/subconsultant coordination, meeting documentation, invoicing, progress reporting, and ongoing project administration over an assumed 24-month duration. The estimated effort is approximately 167 labor hours distributed among project management, engineering, and administrative staff.

Task 13 – Construction Administration

Current Budget: \$40,725 (Hourly NTE)

Activity	Quantity Assumption	Estimated Hours
Preconstruction conference	1 meeting	4
Construction progress meetings	12 meetings	24

RFIs	15 RFIs @ 1 hr each	15
Change order reviews	5 change orders @ 2 hrs each	10
Shop drawing reviews	12 initial reviews + resubmittals	24
Pay application reviews	12 applications	18
Site visits	4 visits @ ~7 hrs plus reporting	28
Testing/inspection report review	Ongoing	8
Substantial completion inspection	1 visit	7
Punch list preparation	1 punch list	4
Final completion inspection	1 visit	7
Record drawings	Final reconciliation	12
FEMA closeout documentation	Final package and reconciliation	20
Total Estimated Hours		181 hrs

Task 13 includes construction-phase engineering support, construction meetings, site observations, submittal reviews, RFIs, pay application review, change-order review, substantial completion, final completion, record drawings, and FEMA closeout documentation. This task assumes approximately 181 labor hours over the duration of construction.

EXHIBIT C

Kimley-Horn's project and program management solution, SMARTS™, is a dynamic web-based platform that can help Towns and Municipalities input, organize, and track project and program information to give team members and contractors a single source of up-to-date information. No matter the size, type, or location of the Town's projects, SMARTS is scalable and customizable, delivering an intuitive user experience unlike other platforms.

From monitoring the status of specific project tasks to coordinating and facilitating capital improvement programs, SMARTS gives you the tools that you need to navigate complex projects and keep project teams aligned on the information that matters most.

SMARTS Features and Benefits

- **Optimize Data Organization:** Define the information you want to track and store important project documents, making it easier to find and share data.
- **Collaborate with Ease:** Simplify coordination between project team members with transparency into the work that needs to be done during every phase of the project lifecycle.
- **Streamline Reporting:** Break down communication barriers by sharing the right information, with the right people, at the right time.
- **Maximize Efficiency:** Monitor project status and stay on top of deadlines to prevent interruptions to project schedules.

SMARTS can be used to provide the Town access for FEMA documentation, permits, construction, rebidding, maintenance, repair, completion by others, and future needs, plus the federal royalty-free license under 2 CFR 200.315.

Council Member _____ made a motion to approve the following resolution. A vote of _ _ in favor. Council Member Larry Harris was absent.

A RESOLUTION AUTHORIZING THE TASK ORDER WITH KIMLEY-HORN & ASSOCIATES TO PERFORM DESIGN & ENGINEERING SERVICES FOR THE VETERAN’S PARK PEDESTRIAN BRIDGE PROJECT

RESOLUTION NO. R-26-XX

WHEREAS, the Veteran’s Park pedestrian bridge was destroyed during Tropical Storm Helene; and

WHEREAS, the Town has been obligated funding through the FEMA Public Assistance program to build a replacement bridge; and

WHEREAS, Kimley-Horn has given a task order to the Town outlining the scope and cost to complete the design and engineering of the bridge; and

WHEREAS, Town Council has previously passed the Capital Project Ordinance for this project (O-25-29) on November 1, 2025;

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

1. The Town Council hereby authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute the attached task order for design and engineering related to the Veteran’s Park pedestrian bridge project.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any related documents required to implement this agreement for professional services and proceed with the outlined scope of work, as presented.
3. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to perform budget adjustments required to recognize reimbursements for the project in the Veteran’s Park Bridge capital project ordinance (O-25-29) and make payments to Kimley-Horn for their services for the scope of work, as presented.

Adopted this 14th 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 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Administration

TITLE OF ITEM: 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.

SUGGESTED MOTION(S):

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.

SUMMARY:

Town Council will consider a resolution to approve the attached Amendment to the Agreement for Professional Services for the John R. McAdams Company, Inc. to perform Design & Engineering services for five Town roads which are included in the Town Roads Group 2 project. These roads are as follows: (1) Fairway Dr., (2) Valley Vista Dr., (3) South Laurel Circle, (4) Old Lakey Gap Rd., and (5) N Cherokee Ave.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. R-26-XX_Resolution Authorizing Amendment to Agreement for Services - Town Roads Engineering
2. TOB25004_02_Amendment to Agreement for Professional Services

Council Member Larry Harris made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Alice Berry was absent.

**A RESOLUTION AUTHORIZING THE AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING & DESIGN SERVICES FROM THE JOHN R.
MCADAMS COMPANY, INC. ASSOCIATED WITH THE FEMA TOWN ROADS
GROUP 2 PROJECT**

RESOLUTION NO. # R-26-XX

WHEREAS, several Town roads were substantially damaged during Tropical Storm Helene;
and

WHEREAS, many of these roads have been incorporated into FEMA Public Assistance projects
to repair damages; and

WHEREAS, the Town received an assessment from McAdams detailing methods of repair and
thorough documentation of storm-related damages to inform FEMA of which roads repairs
required further engineering to restore safe road conditions; and

WHEREAS, five of these roads (Fairway Dr., Valley Vista Dr., South Laurel Cir., Old Lakey
Gap Rd., and N Cherokee Ave.) sustained damages requiring engineered design; and

WHEREAS, FEMA has acknowledged the need for engineering on these damages; and

WHEREAS, the Town has received the proposed amendment to professional services to prepare
designs and perform engineering tasks for these sites; and

WHEREAS, these costs will ultimately be funded through FEMA Public Assistance funding
and will use State Cash Flow Loan funding until FEMA funds are received; and

WHEREAS, Town Council has previously authorized a budget amendment (R-25-93) and
capital project ordinance (O-25-33) allocating cash flow loan funds to the project; and

WHEREAS, these costs are fully covered by the amounts currently recognized in the capital
project ordinance;

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

1. The Town Council hereby authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute the amendment to professional services for engineering related to the Town Roads Group 2 project.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any related documents required to implement this amendment to this agreement for professional services and proceed with the outlined scope of work, as presented.

Adopted this 14th day of September, 2026.

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk



80 Charlotte Street
Suite 40
Asheville, NC 28801
919. 361. 5000

TOB25004.02

Amendment to Agreement for Professional Services:

BETWEEN Town of Black Mountain (Client) AND McAdams

Original Agreement Dated	<u>10/29/2025</u>	Date	<u>6/17/2026</u>
Project Name	<u>Town Roads</u>	Project Location	<u>Black Mountain, NC</u>
Project Number	<u>TOB25004.02</u>	Change Order Number	<u>1</u>
Client Contact	<u>Matt Begley, MPA</u>		

Client authorizes McAdams to perform the following additional services outlined in the following Scopes of Services for the five engineered sites identified during the Preliminary Site Assessments:

A1.00 TOPOGRAPHIC SURVEY AND ENGINEERED DESIGN – FAIRWAY DRIVE, VALLEY VISTA DRIVE, S. LAUREL CIRCLE DRIVE, N. CHEROKEE AVENUE, OLD LAKEY GAP ROAD:

FEE: \$184,850.00 (by hourly charges)

The detailed efforts of this work are outlined in Exhibit C (attached). The schedule for this work shall be as follows:

Topographic Surveys: Completed within 4 weeks of Notice to Proceed

Engineering Design: Completed within 20 weeks of Notice to Proceed for all Sites

Bid Documents: Completed within 4 weeks of receiving comments on Engineering Design Submittal

Deliverables Shall be in PDF format and submitted to the Town via E-mail.

999.00 REIMBURSABLES:

FEE: Charged in accordance with the attached Rate Schedule, estimate \$733.00

The Fee for these additional services shall be by hourly charges in accordance with the attached Rate Schedule. These charges are estimated to total:

\$ 185,583.00

The Terms and Conditions of the original Agreement shall apply to this amendment.

Client

By: _____

Printed Name: _____

Title: _____

Date: _____

McAdams

By: _____

Printed Name: _____

Title: _____

Date: _____



McADAMS

Hourly Rate Schedule / 2026

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
General Counsel	\$450 /hour
Chairman / President / Vice President	\$300 - 450 /hour
Advisor	\$260 - 325 /hour
Director / Group Manager / Practice Lead	\$145 - 300 /hour
Technical Manager	\$135 - 255 /hour
Project Manager	\$130 - 275 /hour
Assistant Project Manager	\$110 - 180 /hour
Landscape Architect	\$155 - 215 /hour
Planner	\$105 - 200 /hour
Project Engineer	\$145 - 185 /hour
GIS Staff	\$140 - 175 /hour
CAD Tech	\$100 - 145 /hour
Graphics + Visualization	\$140 - 150 /hour
Designer / Analyst / Design Tech	\$105 - 180 /hour
Intern	\$60 - 115 /hour
Administrative Services	\$85 - 145 /hour
Construction Administrator / Observer	\$120 - 230 /hour
Survey Technician	\$105 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$185 - 210 /hour
UAS LiDAR Crew	\$305 /hour
SUE Crew Member	\$90 - 130 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.)

Item	Fee	Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Specifications	\$0.12 /each	Mylar Sepia	\$18.00 /each
Paper Reproductions	\$2.40 /each	Oversize Mylar Sepia	\$24.00 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Exhibit C:

Engineered Design Sites

Detailed Scope of Work

Project Description

Tropical Storm Helene caused widespread damage to infrastructure owned and maintained by the Town of Black Mountain. There are numerous locations along Fairway Drive that include damage to the pavement surface and the roadway ditches due to the flood event. There is also damage and evidence of soil migration present at the 18" HDPE Cross Road Pipe.

Project Understanding

The surface water flooding has damaged Fairway Drive for a length of approximately 250 linear feet. These damages include:

- | Pavement Damage (2 Locations)
- | Ditch Erosion (2 Locations)
- | Pipe Damage (Suspected failure)

These areas are to be repaired to their pre-storm condition. Resiliency measures to be studied include increasing the size of the cross road pipe and installation of expressway gutter along the roadside ditch to protect the pavement and improve performance of the ditch.

Assumptions

This proposal is based on the following assumptions:

- | One plan set to incorporate all five Town Roads Project sites as identified below will be generated. Individual plan sets for each site will not be generated.
 - Fairview Drive
 - North Cherokee Avenue
 - Old Lakey Gap Road
 - South Laurel Circle
 - Valley Vista Drive
- | One Project Manual will be generated for all five Town Roads Projects as identified above.
- | The five Town Roads Projects identified above will be bid as a single bid package.
- | Proposed design will be to provide for repair and remediation of the site to current standards of practice for the facility carried.
- | There will be two design submissions for the deliverables for the five Town Roads Projects: 90%, and 100%.
- | Project Specifications will be North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
- | The Client will be responsible for notification of existing property owners and for assuring access to the site(s).
- | Specialized aquatic or terrestrial species surveys, archeological surveys, and specialized cultural resource surveys are not included in the scope of this Agreement. Should formal surveys be required, additional scope and fee will be provided at that time based on the identified species.
- | It is assumed that a Grading Permit from the Town of Black Mountain will be required. Scope assumes that the sole authority for issuing any type of Grading, Land Disturbance, or Erosion Control Permit for the project will be the Town of Black Mountain. If coordination with additional agencies becomes required, additional scope and fee may be requested.

- | Roadway design for the repairs on Fairway Drive is expected to primarily consist of expressway gutter, pavement repairs and grading.
- | It is anticipated that Fairway Drive will be closed to thru traffic, allowing local traffic only, during construction and a posted detour will be provided utilizing Fairway Drive and Hilltop Road. If additional plans are needed pertaining to traffic control measures beyond a road closure, additional scope and fee will be required.
- | All roadway and work zone traffic control designs will be in accordance with the following references as of the date of this scope:
 - American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and Errata;
 - AASHTO Roadside Design Guide 4th Edition and Errata;
 - NCDOT Roadway Design Manual;
 - NCDOT Roadway Standard Drawings;
 - NCDOT Guidelines for Transportation Management Plan Development;
 - NCDOT Policy for Providing Temporary Pedestrian Accommodations in Work Zones; and
 - Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).
- | All drainage and erosion control designs will be in accordance with the following references as of the date of this scope:
 - NCDOT Guidelines for Drainage Studies and Hydraulic Design
 - NCDOT Stormwater Best Management Practices Toolbox
 - NCDOT Erosion and Sediment Control Design and Construction Manual

Services + Fees

(Alphanumeric task numbers are for internal coding purposes):

Project Administration

Project administration costs will be borne across all projects included in the Town Roads Bid Package. The cost for the Project Administration will be borne across all five Town Roads sites and the fee estimate shown equates to 20% of the total anticipated fee for these activities. The following scope is presented for the project as a whole and is not representative of the effort anticipated for this single site.

A14.10 PROJECT ADMINISTRATION

FEE:	By hourly charges in accordance with the attached Rate Schedule, estimate \$1,540.00
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McAdams will provide general project administration and include the following meetings:

- | Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads; Virtual Format; one (1) hour);
- | Monthly Client Coordination Meetings (four (4); Principal in Charge, Project Manager; Virtual Format; one (1) hour);
- | Bi-Weekly Internal Coordination Meetings (eight (8); Principal in Charge, Project Manager, Discipline Leads; Virtual Format; fifteen (15) minutes);
- | Pre-Bid Meeting (Principal in Charge); and
- | Bid Opening (Principal in Charge).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable), coordination of submittals to the Town, maintenance of project records, general project operation, and pre-bid support services.

Surveying Services

B2.40 TOPOGRAPHIC SURVEY

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$4,000.00

Conduct a field survey of the site totaling approximately 0.6 acres of developed land in the damaged location. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material and sizes will be located. Location of individual trees is not included with the exception of the tree at the inlet of the damaged pipe.

B12.30 SUBSURFACE UTILITY (SUE) MARKINGS (LEVEL B):

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,500.00; Requires owner authorization before proceeding

Field mark underground utilities using electromagnetic equipment and mark them with spray paint. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location of the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

Construction Drawing + Permitting Phase

Construction drawings are to be prepared for submittal as stated in the Assumptions. Submittals will be in PDF format. McAdams will develop submittals in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions, and clearances for the following Disciplines.

D14.10 ROADWAY DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$9,620.00

McAdams will complete the roadway design and produce construction drawings to be compiled into a Roadway Plan Set to repair Fairway Drive, along with the other Town Roads Projects identified. The Roadway Plan Set will be submitted to the Town of Black Mountain for review at two separate stages: 90% and 100% plans. McAdams will respond to review comments and revise plans as may be required for up to two (2) reviews from the Town at the 90% submittal. Upon approval of the 90% plans, McAdams will sign and issue the Sealed Contract Roadway Design Plans to be used for construction.

The roadway design tasks included in this scope are:

- | Design Criteria
- | Roadway Design

- Develop horizontal and vertical alignments based on design criteria and final survey;
- Layout of roadway improvements; and
- Coordinate with technical disciplines / units;
- 3D Model Development;
 - Generate 3D model of proposed design; and
 - Layout cross sections and limits of construction (slope stakes);
- | Roadway Plan Set Preparation consisting of;
 - Title Sheet
 - General Notes Sheet
 - Symbology Sheet
 - One plan sheet that entails a typical section, plan view, profile view, details, and summary of roadway quantities and incorporating drainage improvements identified in Task D4.30.
 - Traffic Management Plans (TMP) (to be generated with Task D14.20)
 - Erosion Control Plans (to be generated with Task D4.40)
 - Cross Section Sheets
- | Opinion of Probable Construction Cost (OPCC) and
- | Roadway Special Provisions (as necessary) to be incorporated into the Project Manual (Task D14.90)
- | Complete Quality Control Procedures.

Deliverables:

- | 90% Submittal – Roadway Plan Set showing the proposed concept for review and approval of the Town prior to sealing documents, to be accompanied by draft Roadway Project Special Provisions (as necessary) and an OPCC.
- | 100% Submittal – Sealed Contract Roadway Design Plans, Roadway Project Special Provisions (as necessary), and final OPCC as Engineer’s Estimate.

D14.20 WORK ZONE TRAFFIC CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$3,460.00

McAdams will provide Transportation Management Plans (TMP) to account for a road closure to Fairway Drive, allowing access to local traffic only, with all of the needed construction to be completed during the road closure.

- | TMP will be incorporated into the 90% and 100% roadway plans, consisting of the following;
 - TMP notes and phasing
 - Plan sheets for road closure and offsite detour;
- | Traffic Control Special Provisions (as necessary);
- | Quantities and estimate for traffic control to be incorporated into the OPCC; and
- | Complete Quality Control Procedures.

Deliverables:

- | To be incorporated into the 90% and 100% deliverables identified for Task 14.10.

D4.30 HYDRAULIC DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$10,240.00

The Design Team will perform hydraulic analysis for open and closed system drainage, including pipe crossings, storm drainage systems, and ditches along the existing Fairway Drive alignment for incorporation into the roadway plans. This analysis will be based upon the topographical information included in the survey and basemaps. Survey data will be supplemented with GIS contour information, USGS Quad maps, FEMA information, and County provided flown topography mapping. The anticipated tasks associated with the hydraulic analysis and drainage design include:

- | Size all cross pipes along roadway alignment;
- | Size all closed system drainage along roadway alignment;
- | Evaluate ditch section capacities, depths, velocities, and shear stress;
- | Evaluate proposed drainage outfalls;
- | Evaluate and design necessary revisions to hydraulic structures (culverts, cross pipes, headwalls, drainage structures) that may be impacted by the proposed roadway repairs);

Deliverables:

- | Drainage report, including necessary supporting calculations and documentation;
- | Pipe and storm drain size/type shown on plans;
- | Ditch locations and any applicable ditch details shown on plans;
- | Stormwater Management Plan (SMP).

D4.40 EROSION CONTROL DESIGN:

FEE:	By hourly charges in accordance with the attached Rate Schedule, estimate \$9,120.00
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The Design Team will prepare the erosion and sediment control plans by specifying erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the project. The design will be in accordance with the requirements of the NCDOT, the North Carolina Department of Environmental Quality (NCDEQ), and the Division of Energy, Mineral, and Land Resources (DEMLR). Erosion and Sediment Control quantities will be summarized and included as a table on the plan sheet or an appendix to the plans.

The Design Team will analyze flow rates and determine stabilization requirements for channels with erosive velocities and slopes with potential for erosive failure throughout the project. Design Team will show erosion control measures and special details not shown in the Erosion Control Manuals mentioned in the Assumptions as part of the construction plan set.

The ES&C designer will complete the E&SC plans by incorporating appropriate plan and/or title sheet information, required details, and notes on the E&SC plan sheets for project-specific environmental information into the plan. Project-specific vegetation management plans (e.g., reforestation, streambank reforestation, wetland grass or reforestation, etc.) or landscaping as required through project commitments will be included as part of the plans.

Following an initial review by the Town of Black Mountain, McAdams will submit a Town of Black Mountain Land Disturbance Permit if required.

Deliverables:

- | E&SC Plans included as a separate series of drawings within the Roadway plan set;
- | E&SC Quantities;
- | Incorporate details and notes on E&SC plan sheets as needed; and
- | Include E&SC Special Provisions as necessary;
- | High Quality Water (HQP) Worksheet.

D14.90 CONTRACT STANDARDS AND DEVELOPMENT:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,200.00

McAdams will generate one (1) Project Manual for the construction of all five Town Roads Projects utilizing the NCDOT's Standard Specifications and Special Provisions. The cost for the development of this manual will be borne across all five Town Roads and the fee estimate shown equates to 20% of the total anticipated fee for these activities. McAdams will respond to review comments and revise the Project Manual as may be required for two (2) reviews from the Town. Once approved, McAdams will sign and issue the Project Manual to be used in the Town's advertisement and bidding process for the construction of the five Town Roads Projects.

The Project Manual will include the following:

- | Cover Sheet;
- | Table of Contents;
- | Instructions to Bidders;
- | Project Special Provisions;
- | Standard Special Provisions;
- | Unit Project Special Provisions;
- | Signatures Sheets and Forms;
- | Bid / Pay Item Sheets; and
- | Execution of Contract Sheet.

Deliverables:

- | Draft Project Manual for review; and
- | Final Project Manual.

Construction Period Services (Not Included at This Time, For Information Only)

Construction period services are envisioned to be applied across all sites included in the Town Roads bid package and not individually. The fees for Construction Period have been estimated at 16% of the Construction Contract, included in the overall cost estimate, and will be determined based upon completion of the cost estimates developed with the design services provided in this scope. The following services are not included in this task order at this time and are presented for the Owner's information only. The following is representative of the services that we anticipate will be necessary during the Construction Phase of the project.

H14.99 CONSTRUCTION BID SUPPORT – DESIGN SERVICES:

McAdams will provide technical assistance to respond to Contractor Requests for Information (RFIs) during the bidding process. This estimated fee is an estimate for up to two (2) RFIs per location (ten total) during the bidding process and is based upon 2 hours of time for a senior technical staff member and a designer per request to resolve contractor questions during the bidding process.

H5.40 CONSTRUCTION CONTRACTING ASSISTANCE – ADMINISTRATION SERVICES:

Assistance for the Owner with construction contract bid process. Specific items included within this task are as follows:

- Participation in the Pre-Bid meeting;
- Answering of RFIs;
- Participate in Public Bid opening; and
- Assist with the evaluation of received bids

Fee includes mileage to/from our Raleigh, North Carolina headquarters to Black Mountain for attendance of the two meetings listed.

H5.90 CONSTRUCTION ADMINISTRATION ASSISTANCE:

Provide assistance after award of the Contract for the site construction work (2-Months assumed). Scope for this task includes:

- Attending 1 preconstruction meeting
- Monthly construction progress meeting during construction (2-Visits)
- Weekly site visits for project monitoring (7-Visits)
- RFIs processing + response
- Review/approval of shop drawings
- Monthly Pay Application Review (3 Reviews)
- Substantial Completion Review
- Development of punch lists and pre/final inspections in support of project close-out. (2 Visits)
- Warranty Site Visits and Follow up (2 Visits)

15.10 RECORD DRAWINGS

Provide record drawings and certifications of installation as required by the Town of Black Mountain and FEMA. Please note this fee assumes field-survey work and a signed/sealed as-built survey shall be provided by others (the Contractor) for use by McAdams in preparing the record drawings and submittal package.

999.00 REIMBURSABLES

FEE:	Charged in accordance with the attached Rate Schedule, estimate \$385.00
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Reimbursables are envisioned to be spread across all sites included in the Town Roads bid package and not intended to be charged individually. The fee for reimbursables is based upon 600 miles of travel associated with site visits, in person meetings with the Town, and attending the pre-bid meeting and bid opening. The charges presented in the estimate and scope of services for this site represent 20% of the anticipated mileage expenses for the Town Roads Project. This particular site includes 2 nights stay and per diem to account for one overnight stay for a field survey crew consisting of two members.

The Fee for the services described herein shall be billed at standard hourly rates in accordance with the attached rate schedule. For a detailed breakdown of the charges, see the attached Fee Estimate for Staffing Services. These charges are estimated to total:

\$ 43,065.00

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Right of Way and Easement Layout;
- | Pavement Design;
- | Utility Coordination;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetland and Stream delineations and permitting (will be quoted if required);
- | Bridge Survey Report (BSR) or Culvert Survey Report (CSR) (will be quoted if required);
- | Scour analysis;
- | Structural design of specialty culverts, pipes, drainage boxes, or drainage structures (will be quoted if required);
- | Traffic Impact Analysis;
- | Preparation of plats for right-of-way acquisition;
- | Right-of-way acquisition services;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Revised directives from Client after design has begun;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Additional submittal of erosion control design for approval by North Carolina Department of Environmental Quality (NCDEQ) or North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Environmental investigations, wetlands permitting, wetlands surveying;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved;
- | Stormwater Control Measures (SCM's) (will be quoted if required).

Project Description

Tropical Storm Helene caused widespread damage to infrastructure owned and maintained by the Town of Black Mountain. Valley Vista Drive experienced a pipe failure and corresponding roadway subsidence.

Project Understanding

Surface water flooding has damaged Valley Vista Drive for a length of approximately 30 linear feet. These damages include:

- | Pipe Collapse/Deflection
- | Loss of shoulder embankment
- | Roadway Subsidence

These areas are to be repaired to their pre-storm condition. Resiliency measures to be studied include increasing the size of the cross road pipe and potential armoring of the slopes to prevent erosion in future overtopping events.

Assumptions

This proposal is based on the following assumptions:

- | One plan set to incorporate all five Town Roads Project sites as identified below will be generated. Individual plan sets for each site will not be generated.
 - Fairview Drive
 - North Cherokee Avenue
 - Old Lakey Gap Road
 - South Laurel Circle
 - Valley Vista Drive
- | One Project Manual will be generated for all five Town Roads Projects as identified above.
- | The five Town Roads Projects identified above will be bid as a single bid package.
- | Proposed design will be to provide for repair and remediation of the site to current standards of practice for the facility carried.
- | There will be two design submissions for this project: 90%, and 100%.
- | Project Specifications will follow the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
- | The Client will be responsible for notification of existing property owners and for assuring access to the site(s).
- | Specialized aquatic or terrestrial species surveys, archeological surveys, and specialized cultural resource surveys are not included in the scope of this Agreement. Should formal surveys be required, additional scope and fee will be provided at that time based on the identified species.
- | It is assumed that a Grading Permit from the Town of Black Mountain will be required. Scope assumes that the sole authority for issuing any type of Grading, Land Disturbance, or Erosion Control Permit for the project will be the Town of Black Mountain. If coordination with additional agencies becomes required, additional scope and fee may be requested.
- | Roadway design for the repairs on Valley Vista Drive is expected to primarily consist of roadway design, grading, and paving.

- | It is anticipated that Valley Vista Drive will be closed to traffic during construction and a posted detour will be provided utilizing Chapel Road and Dogwood Drive. If additional plans are needed pertaining to traffic control measures beyond a road closure, additional scope and fee will be required.
- | All roadway and work zone traffic control designs will be in accordance with the following references as of the date of this scope:
 - American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and Errata;
 - AASHTO Roadside Design Guide 4th Edition and Errata;
 - NCDOT Roadway Design Manual;
 - NCDOT Roadway Standard Drawings;
 - NCDOT Guidelines for Transportation Management Plan Development;
 - NCDOT Policy for Providing Temporary Pedestrian Accommodations in Work Zones; and
 - Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).
- | All drainage and erosion control designs will be in accordance with the following references as of the date of this scope:
 - NCDOT Guidelines for Drainage Studies and Hydraulic Design
 - NCDOT Stormwater Best Management Practices Toolbox
 - NCDOT Erosion and Sediment Control Design and Construction Manual

Services + Fees

(Alphanumeric task numbers are for internal coding purposes):

Project Administration

Project administration costs will be borne across all projects included in the Town Roads Bid Package. The cost for the Project Administration will be borne across all five Town Roads sites and the fee estimate shown equates to 20% of the total anticipated fee for these activities. The following scope is presented for the project as a whole and is not representative of the effort anticipated for this single site.

A14.10 PROJECT ADMINISTRATION:

FEE:	By hourly charges in accordance with the attached Rate Schedule, estimate \$1,540.00
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McAdams will provide general project administration and include the following meetings:

- | Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads; Virtual Format; one (1) hour);
- | Monthly Client Coordination Meetings (four (4); Principal in Charge, Project Manager; Virtual Format; one (1) hour);
- | Bi-Weekly Internal Coordination Meetings (eight (8); Principal in Charge, Project Manager, Discipline Leads; Virtual Format; fifteen (15) minutes);
- | Pre-Bid Meeting (Principal in Charge); and
- | Bid Opening (Principal in Charge).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable), coordination of submittals to the Town, maintenance of project records, general project operation, and pre-bid support services.

Surveying Services

B2.40 TOPOGRAPHIC SURVEY:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,500.00

Conduct a field survey of the site totaling approximately 0.3 acres of developed land in the damaged location. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material and sizes will be located. Location of individual trees is not included.

B12.30 SUBSURFACE UTILITY (SUE) MARKINGS (LEVEL B):

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,000.00; Requires owner authorization before proceeding

Field mark underground utilities using electromagnetic equipment and mark them with spray paint. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location of the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

Construction Drawing + Permitting Phase

Construction drawings are to be prepared for submittal as stated in the Assumptions. Submittals will be in PDF format. McAdams will develop submittals in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions, and clearances for the following Disciplines.

D14.10 ROADWAY DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$7,080.00

McAdams will complete the roadway design and produce construction drawings to be compiled into a Roadway Plan Set to repair Valley Vista Drive, along with the other Town Roads Projects identified. The Roadway Plan Set will be submitted to the Town of Black Mountain for review at two separate stages: 90% and 100% plans. McAdams will respond to review comments and revise plans as may be required for up to two (2) reviews from the Town at the 90% submittal. Upon approval of the 90% plans, McAdams will sign and issue the Sealed Contract Roadway Design Plans to be used for construction.

The roadway design tasks included in this scope are:

- I Design Criteria
- I Roadway Design
 - Develop horizontal and vertical alignments based on design criteria and final survey;
 - Layout of roadway improvements; and
 - Coordinate with technical disciplines / units;
- I Roadway Plan Set Preparation consisting of;
 - Title Sheet

- General Notes Sheet
- Symbology Sheet
- One plan sheet that entails a typical section, plan view, profile view, details, and summary of roadway quantities and incorporating drainage improvements identified in Task D4.30.
- Traffic Management Plans (TMP) (to be generated with Task D14.20)
- Erosion Control Plans (to be generated with Task D4.40)
- | Opinion of Probable Construction Cost (OPCC) and
- | Roadway Special Provisions (as necessary) to be incorporated into the Project Manual (Task D14.90)
- | Complete Quality Control Procedures.

Deliverables:

- | 90% Submittal – Roadway Plan Set showing the proposed concept for review and approval of the Town prior to sealing documents, to be accompanied by draft Roadway Project Special Provisions (as necessary) and an OPCC.
- | 100% Submittal – Sealed Contract Roadway Design Plans, Roadway Project Special Provisions (as necessary), and final OPCC as Engineer’s Estimate.

D14.20 WORK ZONE TRAFFIC CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$3,460.00

McAdams will provide a TMP to account for a road closure to Valley Vista Drive with all of the needed construction to be completed during the road closure.

- | TMP will be incorporated into the 90% and 100% roadway plans, consisting of the following;
 - TMP notes and phasing
 - Plan sheets for road closure and offsite detour;
- | Traffic Control Special Provisions (as necessary);
- | Quantities and estimate for traffic control to be incorporated into the OPCC; and
- | Complete Quality Control Procedures.

Deliverables:

- | To be incorporated into the 90% and 100% deliverables identified for Task 14.10.

D4.30 HYDRAULIC DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$7,270.00

McAdams will perform hydraulic analysis for open and closed system drainage, including pipe crossings, storm drainage systems, and ditches along the existing Valley Vista Drive alignment for incorporation into the roadway plans. A resiliency analysis will be performed to evaluate whether all inlets, pipes, and the receiving channel need to be upsized to meet current design standards. Drainage analysis will be based upon the topographical information included in the survey and basemaps. Survey data will be supplemented with GIS contour information, USGS Quad maps, FEMA information, and County provided flown topography mapping. The anticipated tasks associated with the hydraulic analysis and drainage design include:

- | Size all cross pipes along roadway alignment;
- | Size all closed system drainage along roadway alignment;
- | Evaluate ditch section capacities, depths, velocities, and shear stress;
- | Evaluate proposed drainage outfalls;
- | Evaluate and design necessary revisions to hydraulic structures (culverts, cross pipes, headwalls, drainage structures) that may be impacted by the proposed roadway repairs);

Deliverables:

- | Drainage report, including necessary supporting calculations and documentation;
- | Pipe and storm drain size/type shown on plans;
- | Ditch locations and any applicable ditch details shown on plans;
- | Stormwater Management Plan (SMP).

D4.40 EROSION CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$6,290.00

The Design Team will prepare the erosion and sediment control plans by specifying erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the project. The design will be in accordance with the requirements of the North Carolina Department of Transportation (NCDOT), the North Carolina Department of Environmental Quality (NCDEQ), and the Division of Energy, Mineral, and Land Resources (DEMLR). Erosion and Sediment Control quantities will be summarized and included as a table on the plan sheet or an appendix to the plans.

The Design Team will analyze flow rates and determine stabilization requirements for channels with erosive velocities and slopes with potential for erosive failure throughout the project. Design Team will show erosion control measures and special details not shown in the Erosion Control Manuals mentioned in the Assumptions as part of the construction plan set.

The ES&C designer will complete the E&SC plans by incorporating appropriate plan and/or title sheet information, required details, and notes on the E&SC plan sheets for project-specific environmental information into the plan. Project-specific vegetation management plans (e.g., reforestation, streambank reforestation, wetland grass or reforestation, etc.) or landscaping as required through project commitments will be included as part of the plans.

Following an initial review by the Town of Black Mountain, McAdams will submit a Town of Black Mountain Land Disturbance Permit if required.

Deliverables:

- | E&SC Plans included as a separate series of drawings within the Roadway plan set;
- | E&SC Quantities;
- | Incorporate details and notes on E&SC plan sheets as needed; and
- | Include E&SC Special Provisions as necessary.

D14.90 CONTRACT STANDARDS AND DEVELOPMENT:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,200.00

McAdams will generate one (1) Project Manual for the construction of all five Town Roads Projects utilizing the NCDOT's Standard Specifications and Special Provisions. The cost for the development of this manual will be borne across all five Town Roads and the fee estimate shown equates to 20% of the total anticipated fee for these activities. McAdams will respond to review comments and revise the Project Manual as may be required for two (2) reviews from the Town. Once approved, McAdams will sign and issue the Project Manual to be used in the Town's advertisement and bidding process for the construction of the five Town Roads Projects.

The Project Manual will include the following:

- | Cover Sheet;
- | Table of Contents;
- | Instructions to Bidders;
- | Project Special Provisions;
- | Standard Special Provisions;
- | Unit Project Special Provisions;
- | Signatures Sheets and Forms;
- | Bid / Pay Item Sheets; and
- | Execution of Contract Sheet.

Deliverables:

- | Draft Project Manual for review; and
- | Final Project Manual.

Construction Period Services (Not Included at This Time, For Information Only)

Construction period services are envisioned to be applied across all sites included in the Town Roads bid package and not individually. The fees for Construction Period have been estimated at 16% of the Construction Contract, included in the overall cost estimate, and will be determined based upon completion of the cost estimates developed with the design services provided in this scope. The following services are not included in this task order at this time and are presented for the Owner's information only. The following is representative of the services that we anticipate will be necessary during the Construction Phase of the project.

H14.99 CONSTRUCTION BID SUPPORT – DESIGN SERVICES:

McAdams will provide technical assistance to respond to Contractor Requests for Information (RFIs) during the bidding process. This estimated fee is an estimate for up to two (2) RFIs per location (ten total) during the bidding process and is based upon 2 hours of time for a senior technical staff member and a designer per request to resolve contractor questions during the bidding process.

H5.40 CONSTRUCTION CONTRACTING ASSISTANCE – ADMINISTRATION SERVICES:

Assistance for the Owner with construction contract bid process. Specific items included within this task are as follows:

- Participation in the Pre-Bid meeting;
- Answering of RFIs;

- Participate in Public Bid opening; and
- Assist with the evaluation of received bids

Fee includes mileage to/from our Raleigh, North Carolina headquarters to Black Mountain for attendance of the two meetings listed.

H5.90 CONSTRUCTION ADMINISTRATION ASSISTANCE:

Provide assistance after award of the Contract for the site construction work (2-Months assumed). Scope for this task includes:

- Attending 1 preconstruction meeting
- Monthly construction progress meeting during construction (2-Visits)
- Weekly site visits for project monitoring (7-Visits)
- RFIs processing + response
- Review/approval of shop drawings
- Monthly Pay Application Review (3 Reviews)
- Substantial Completion Review
- Development of punch lists and pre/final inspections in support of project close-out. (2 Visits)
- Warranty Site Visits and Follow up (2 Visits)

I5.10 RECORD DRAWINGS

Provide record drawings and certifications of installation as required by the Town of Black Mountain and FEMA. Please note this fee assumes field-survey work and a signed/sealed as-built survey shall be provided by others (the Contractor) for use by McAdams in preparing the record drawings and submittal package.

999.00 REIMBURSABLES

FEE: Charged in accordance with the attached Rate Schedule, estimate \$87.00

Reimbursables are envisioned to be spread across all sites included in the Town Roads bid package and not intended to be charged individually. The fee for reimbursables is based upon 600 miles of travel associated with site visits, in person meetings with the Town, and attending the pre-bid meeting and bid opening. The charges presented in the estimate and scope of services for this site represent 20% of the anticipated mileage expenses for the Town Roads Project.

The Fee for the services described herein shall be billed at standard hourly rates in accordance with the attached rate schedule. For a detailed breakdown of the charges, see the attached Fee Estimate for Staffing Services. These charges are estimated to total:

\$ 32,427.00

Client Responsibilities

Client shall be responsible for the following:

- I Notification to proceed;
- I Timely approval of sketches presented for Client approval;

- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Right of Way and Easement Layout;
- | Pavement Design;
- | Utility Coordination;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetland and Stream delineations and permitting (will be quoted if required);
- | Bridge Survey Report (BSR) or Culvert Survey Report (CSR) (will be quoted if required);
- | Scour analysis;
- | Structural design of specialty culverts, pipes, drainage boxes, or drainage structures (will be quoted if required);
- | Traffic Impact Analysis;
- | Preparation of plats for right-of-way acquisition;
- | Right-of-way acquisition services;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Revised directives from Client after design has begun;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Additional submittal of erosion control design for approval by North Carolina Department of Environmental Quality (NCDEQ) or North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Environmental investigations, wetlands permitting, wetlands surveying;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved; and
- | Stormwater Control Measures (SCM's) (will be quoted if required).

Project Description

Tropical Storm Helene caused widespread damage to infrastructure owned and maintained by the Town of Black Mountain. South Laurel Circle experienced a pipe failure and corresponding loss of roadway embankment and pavement.

Project Understanding

Surface water flooding has damaged South Laurel Circle for a length of approximately 50 linear feet. These damages include:

- | Loss of Roadway Embankment
- | Loss of Pavement
- | Pipe Failure

These areas are to be repaired to their pre-storm condition. Resiliency measures to be studied include increasing the size of the cross road pipe and potential armoring of the slopes to prevent erosion in future events.

Assumptions

This proposal is based on the following assumptions:

- | One plan set to incorporate all five Town Roads Project sites as identified below will be generated. Individual plan sets for each site will not be generated.
 - Fairview Drive
 - North Cherokee Avenue
 - Old Lakey Gap Road
 - South Laurel Circle
 - Valley Vista Drive
- | One Project Manual will be generated for all five Town Roads Projects as identified above.
- | The five Town Roads Projects identified above will be bid as a single bid package.
- | Proposed design will be to provide for repair and remediation of the site to current standards of practice for the facility carried.
- | There will be two design submissions for this project: 90%, and 100%.
- | Project Specifications will follow the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
- | The Client will be responsible for notification of existing property owners and for assuring access to the site(s).
- | Specialized aquatic or terrestrial species surveys, archeological surveys, and specialized cultural resource surveys are not included in the scope of this Agreement. Should formal surveys be required, additional scope and fee will be provided at that time based on the identified species.
- | It is assumed that a Grading Permit from the Town of Black Mountain will be required. Scope assumes that the sole authority for issuing any type of Grading, Land Disturbance, or Erosion Control Permit for the project will be the Town of Black Mountain. If coordination with additional agencies becomes required, additional scope and fee may be requested.
- | Roadway design for the repairs on South Laurel Circle is expected to primarily consist of roadway design, grading, and paving.

- | It is anticipated that South Laurel Circle will be closed to traffic during construction (in the area of pipe replacement) and a posted detour will be provided utilizing Circle Lane. If additional plans are needed pertaining to traffic control measures beyond a road closure, additional scope and fee will be required.
- | All roadway and work zone traffic control designs will be in accordance with the following references as of the date of this scope:
 - American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and Errata;
 - AASHTO Roadside Design Guide 4th Edition and Errata;
 - NCDOT Roadway Design Manual;
 - NCDOT Roadway Standard Drawings;
 - NCDOT Guidelines for Transportation Management Plan Development;
 - NCDOT Policy for Providing Temporary Pedestrian Accommodations in Work Zones; and
 - Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).
- | All drainage and erosion control designs will be in accordance with the following references as of the date of this scope:
 - NCDOT Guidelines for Drainage Studies and Hydraulic Design
 - NCDOT Stormwater Best Management Practices Toolbox
 - NCDOT Erosion and Sediment Control Design and Construction Manual

Services + Fees

(Alphanumeric task numbers are for internal coding purposes):

Project Administration

Project administration costs will be borne across all projects included in the Town Roads Bid Package. The cost for the Project Administration will be borne across all five Town Roads sites and the fee estimate shown equates to 20% of the total anticipated fee for these activities. The following scope is presented for the project as a whole and is not representative of the effort anticipated for this single site.

A14.10 PROJECT ADMINISTRATION:

FEE:	By hourly charges in accordance with the attached Rate Schedule, estimate \$1,540.00
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McAdams will provide general project administration and include the following meetings:

- | Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads; Virtual Format; one (1) hour);
- | Monthly Client Coordination Meetings (four (4); Principal in Charge, Project Manager; Virtual Format; one (1) hour);
- | Bi-Weekly Internal Coordination Meetings (eight (8); Principal in Charge, Project Manager, Discipline Leads; Virtual Format; fifteen (15) minutes);
- | Pre-Bid Meeting (Principal in Charge); and
- | Bid Opening (Principal in Charge).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable), coordination of submittals to the Town, maintenance of project records, general project operation, and pre-bid support services.

Surveying Services

B2.40 TOPOGRAPHIC SURVEY:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,500.00

Conduct a field survey of the site totaling approximately 0.3 acres of developed land in the damaged location. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material and sizes will be located. Location of individual trees is not included.

B12.30 SUBSURFACE UTILITY (SUE) MARKINGS (LEVEL B):

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,000.00; Requires owner authorization before proceeding

Field mark underground utilities using electromagnetic equipment and mark them with spray paint. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location of the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

Construction Drawing + Permitting Phase

Construction drawings are to be prepared for submittal as stated in the Assumptions. Submittals will be in PDF format. McAdams will develop submittals in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions, and clearances for the following Disciplines.

D14.10 ROADWAY DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$7,124.00

McAdams will complete the roadway design and produce construction drawings to be compiled into a Roadway Plan Set to repair South Laurel Circle, along with the other Town Roads Projects identified. The Roadway Plan Set will be submitted to the Town of Black Mountain for review at two separate stages: 90% and 100% plans. McAdams will respond to review comments and revise plans as may be required for up to two (2) reviews from the Town at the 90% submittal. Upon approval of the 90% plans, McAdams will sign and issue the Sealed Contract Roadway Design Plans to be used for construction.

The roadway design tasks included in this scope are:

- | Design Criteria
- | Roadway Design
 - Develop horizontal and vertical alignments based on design criteria and final survey;
 - Layout of roadway improvements; and
 - Coordinate with technical disciplines / units;
- | Roadway Plan Set Preparation consisting of;
 - Title Sheet

- General Notes Sheet
- Symbology Sheet
- One plan sheet that entails a typical section, plan view, profile view, details, and summary of roadway quantities and incorporating drainage improvements identified in Task D4.30.
- Traffic Management Plans (TMP) (to be generated with Task D14.20)
- Erosion Control Plans (to be generated with Task D4.40)
- | Opinion of Probable Construction Cost (OPCC) and
- | Roadway Special Provisions (as necessary) to be incorporated into the Project Manual (Task D14.90)
- | Complete Quality Control Procedures.

Deliverables:

- | 90% Submittal – Roadway Plan Set showing the proposed concept for review and approval of the Town prior to sealing documents, to be accompanied by draft Roadway Project Special Provisions (as necessary) and an OPCC.
- | 100% Submittal – Sealed Contract Roadway Design Plans, Roadway Project Special Provisions (as necessary), and final OPCC as Engineer’s Estimate.

D14.20 WORK ZONE TRAFFIC CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$3,460.00

McAdams will provide a TMP to account for a road closure to South Laurel Circle with all of the needed construction to be completed during the road closure.

- | TMP will be incorporated into the 90% and 100% roadway plans, consisting of the following;
 - TMP notes and phasing
 - Plan sheets for road closure and offsite detour;
- | Traffic Control Special Provisions (as necessary);
- | Quantities and estimate for traffic control to be incorporated into the OPCC; and
- | Complete Quality Control Procedures.

Deliverables:

- | To be incorporated into the 90% and 100% deliverables identified for Task 14.10.

D4.30 HYDRAULIC DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$8,810.00

McAdams will perform hydraulic analysis for open and closed system drainage, including pipe crossings, storm drainage systems, and ditches along the existing South Laurel Circle alignment for incorporation into the roadway plans. A resiliency analysis will be performed to evaluate whether all inlets, pipes, and the receiving channel need to be upsized to meet current design standards. Drainage analysis will be based upon the topographical information included in the survey and basemaps. Survey data will be supplemented with GIS contour information, USGS Quad maps, FEMA information, and County provided flown topography mapping. The anticipated tasks associated with the hydraulic analysis and drainage design include:

- | Size all cross pipes along roadway alignment;
- | Size all closed system drainage along roadway alignment;
- | Evaluate ditch section capacities, depths, velocities, and shear stress;
- | Evaluate proposed drainage outfalls;
- | Evaluate and design necessary revisions to hydraulic structures (culverts, cross pipes, headwalls, drainage structures) that may be impacted by the proposed roadway repairs);

Deliverables:

- | Drainage report, including necessary supporting calculations and documentation;
- | Pipe and storm drain size/type shown on plans;
- | Ditch locations and any applicable ditch details shown on plans;
- | Stormwater Management Plan (SMP).

D4.40 EROSION CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$7,480.00

The Design Team will prepare the erosion and sediment control plans by specifying erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the project. The design will be in accordance with the requirements of the North Carolina Department of Transportation (NCDOT), the North Carolina Department of Environmental Quality (NCDEQ), and the Division of Energy, Mineral, and Land Resources (DEMLR). Erosion and Sediment Control quantities will be summarized and included as a table on the plan sheet or an appendix to the plans.

The Design Team will analyze flow rates and determine stabilization requirements for channels with erosive velocities and slopes with potential for erosive failure throughout the project. Design Team will show erosion control measures and special details not shown in the Erosion Control Manuals mentioned in the Assumptions as part of the construction plan set.

The ES&C designer will complete the E&SC plans by incorporating appropriate plan and/or title sheet information, required details, and notes on the E&SC plan sheets for project-specific environmental information into the plan. Project-specific vegetation management plans (e.g., reforestation, streambank reforestation, wetland grass or reforestation, etc.) or landscaping as required through project commitments will be included as part of the plans.

Following an initial review by the Town of Black Mountain, McAdams will submit a Town of Black Mountain Land Disturbance Permit if required.

Deliverables:

- | E&SC Plans included as a separate series of drawings within the Roadway plan set;
- | E&SC Quantities;
- | Incorporate details and notes on E&SC plan sheets as needed; and
- | Include E&SC Special Provisions as necessary.

D14.90 CONTRACT STANDARDS AND DEVELOPMENT:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,200.00

McAdams will generate one (1) Project Manual for the construction of all five Town Roads Projects utilizing the NCDOT's Standard Specifications and Special Provisions. The cost for the development of this manual will be borne across all five Town Roads and the fee estimate shown equates to 20% of the total anticipated fee for these activities. McAdams will respond to review comments and revise the Project Manual as may be required for two (2) reviews from the Town. Once approved, McAdams will sign and issue the Project Manual to be used in the Town's advertisement and bidding process for the construction of the five Town Roads Projects.

The Project Manual will include the following:

- | Cover Sheet;
- | Table of Contents;
- | Instructions to Bidders;
- | Project Special Provisions;
- | Standard Special Provisions;
- | Unit Project Special Provisions;
- | Signatures Sheets and Forms;
- | Bid / Pay Item Sheets; and
- | Execution of Contract Sheet.

Deliverables:

- | Draft Project Manual for review; and
- | Final Project Manual.

Construction Period Services (Not Included at This Time, For Information Only)

Construction period services are envisioned to be applied across all sites included in the Town Roads bid package and not individually. The fees for Construction Period have been estimated at 16% of the Construction Contract, included in the overall cost estimate, and will be determined based upon completion of the cost estimates developed with the design services provided in this scope. The following services are not included in this task order at this time and are presented for the Owner's information only. The following is representative of the services that we anticipate will be necessary during the Construction Phase of the project.

H14.99 CONSTRUCTION BID SUPPORT – DESIGN SERVICES:

McAdams will provide technical assistance to respond to Contractor Requests for Information (RFIs) during the bidding process. This estimated fee is an estimate for up to two (2) RFIs per location (ten total) during the bidding process and is based upon 2 hours of time for a senior technical staff member and a designer per request to resolve contractor questions during the bidding process.

H5.40 CONSTRUCTION CONTRACTING ASSISTANCE – ADMINISTRATION SERVICES:

Assistance for the Owner with construction contract bid process. Specific items included within this task are as follows:

- Participation in the Pre-Bid meeting;
- Answering of RFIs;

- Participate in Public Bid opening; and
- Assist with the evaluation of received bids

Fee includes mileage to/from our Raleigh, North Carolina headquarters to Black Mountain for attendance of the two meetings listed.

H5.90 CONSTRUCTION ADMINISTRATION ASSISTANCE:

Provide assistance after award of the Contract for the site construction work (2-Months assumed). Scope for this task includes:

- Attending 1 preconstruction meeting
- Monthly construction progress meeting during construction (2-Visits)
- Weekly site visits for project monitoring (7-Visits)
- RFIs processing + response
- Review/approval of shop drawings
- Monthly Pay Application Review (3 Reviews)
- Substantial Completion Review
- Development of punch lists and pre/final inspections in support of project close-out. (2 Visits)
- Warranty Site Visits and Follow up (2 Visits)

I5.10 RECORD DRAWINGS

Provide record drawings and certifications of installation as required by the Town of Black Mountain and FEMA. Please note this fee assumes field-survey work and a signed/sealed as-built survey shall be provided by others (the Contractor) for use by McAdams in preparing the record drawings and submittal package.

999.00 REIMBURSABLES

FEE:	Charged in accordance with the attached Rate Schedule, estimate \$87.00
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Reimbursables are envisioned to be spread across all sites included in the Town Roads bid package and not intended to be charged individually. The fee for reimbursables is based upon 600 miles of travel associated with site visits, in person meetings with the Town, and attending the pre-bid meeting and bid opening. The charges presented in the estimate and scope of services for this site represent 20% of the anticipated mileage expenses for the Town Roads Project.

The Fee for the services described herein shall be billed at standard hourly rates in accordance with the attached rate schedule. For a detailed breakdown of the charges, see the attached Fee Estimate for Staffing Services. These charges are estimated to total:

\$ 35,157.00

Client Responsibilities

Client shall be responsible for the following:

- I Notification to proceed;
- I Timely approval of sketches presented for Client approval;
- I Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;

- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Right of Way and Easement Layout;
- | Pavement Design;
- | Utility Coordination;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetland and Stream delineations and permitting (will be quoted if required);
- | Bridge Survey Report (BSR) or Culvert Survey Report (CSR) (will be quoted if required);
- | Scour analysis;
- | Structural design of specialty culverts, pipes, drainage boxes, or drainage structures (will be quoted if required);
- | Traffic Impact Analysis;
- | Preparation of plats for right-of-way acquisition;
- | Right-of-way acquisition services;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Revised directives from Client after design has begun;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Additional submittal of erosion control design for approval by North Carolina Department of Environmental Quality (NCDEQ) or North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Environmental investigations, wetlands permitting, wetlands surveying;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved; and
- | Stormwater Control Measures (SCM's) (will be quoted if required).

Project Description

Tropical Storm Helene caused widespread damage to infrastructure owned and maintained by the Town of Black Mountain. Old Lakey Gap Road experienced a pipe failure and loss of roadway embankment. The Town of Black Mountain has performed temporary repairs at this location to re-open the road to traffic.

Project Understanding

Surface water flooding has damaged Old Lakey Gap Road for a length of approximately 85 linear feet. The road has been re-opened to traffic due to temporary repairs made by the Town. These damages included:

- | Loss of pipe section
- | Loss of roadway embankment
- | Loss of roadway pavement

These areas are to be repaired to their pre-storm condition. Resiliency measures to be studied include increasing the size of the cross road pipe and potential armoring of the slopes to prevent erosion in future overtopping events.

Assumptions

This proposal is based on the following assumptions:

- | One plan set to incorporate all five Town Roads Project sites as identified below will be generated. Individual plan sets for each site will not be generated.
 - Fairview Drive
 - North Cherokee Avenue
 - Old Lakey Gap Road
 - South Laurel Circle
 - Valley Vista Drive
- | One Project Manual will be generated for all five Town Roads Projects as identified above.
- | The five Town Roads Projects identified above will be bid as a single bid package.
- | Proposed design will be to provide for repair and remediation of the site to current standards of practice for the facility carried.
- | There will be two design submissions for this project: 90%, and 100%.
- | Project Specifications will follow the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
- | The Client will be responsible for notification of existing property owners and for assuring access to the site(s).
- | Specialized aquatic or terrestrial species surveys, archeological surveys, and specialized cultural resource surveys are not included in the scope of this Agreement. Should formal surveys be required, additional scope and fee will be provided at that time based on the identified species.
- | It is assumed that a Grading Permit from the Town of Black Mountain will be required. Scope assumes that the sole authority for issuing any type of Grading, Land Disturbance, or Erosion Control Permit for the project will be the Town of Black Mountain. If coordination with additional agencies becomes required, additional scope and fee may be requested.
- | Roadway design for the repairs on Old Lakey Gap Road are expected to primarily consist of roadway design, grading, and paving.

- | It is anticipated that Old Lakey Gap Road will be closed to traffic during construction and a detour consisting of Blue Ridge Road, Cement Road/Armory Drive, and Old Lake Gap Road be used during construction. If additional plans are needed pertaining to traffic control measures beyond a road closure, additional scope and fee will be required.
- | All roadway and work zone traffic control designs will be in accordance with the following references as of the date of this scope:
 - American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and Errata;
 - AASHTO Roadside Design Guide 4th Edition and Errata;
 - NCDOT Roadway Design Manual;
 - NCDOT Roadway Standard Drawings;
 - NCDOT Guidelines for Transportation Management Plan Development;
 - NCDOT Policy for Providing Temporary Pedestrian Accommodations in Work Zones; and
 - Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).
- | All drainage and erosion control designs will be in accordance with the following references as of the date of this scope:
 - NCDOT Guidelines for Drainage Studies and Hydraulic Design
 - NCDOT Stormwater Best Management Practices Toolbox
 - NCDOT Erosion and Sediment Control Design and Construction Manual

Services + Fees

(Alphanumeric task numbers are for internal coding purposes):

Project Administration

Project administration costs will be borne across all projects included in the Town Roads Bid Package. The cost for the Project Administration will be borne across all five Town Roads sites and the fee estimate shown equates to 20% of the total anticipated fee for these activities. The following scope is presented for the project as a whole and is not representative of the effort anticipated for this single site.

A14.10 PROJECT ADMINISTRATION:

FEE:	By hourly charges in accordance with the attached Rate Schedule, estimate \$1,540.00
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- McAdams will provide general project administration and include the following meetings:
- | Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads; Virtual Format; one (1) hour);
 - | Monthly Client Coordination Meetings (four (4); Principal in Charge, Project Manager; Virtual Format; one (1) hour);
 - | Bi-Weekly Internal Coordination Meetings (eight (8); Principal in Charge, Project Manager, Discipline Leads; Virtual Format; fifteen (15) minutes);
 - | Pre-Bid Meeting (Principal in Charge); and
 - | Bid Opening (Principal in Charge).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable), coordination of submittals to the Town, maintenance of project records, general project operation, and pre-bid support services.

Surveying Services

B2.40 TOPOGRAPHIC SURVEY:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,500.00

Conduct a field survey of the site totaling approximately 0.3 acres of developed land in the damaged location. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material and sizes will be located. Location of individual trees is not included.

B12.30 SUBSURFACE UTILITY (SUE) MARKINGS (LEVEL B):

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,000.00; Requires owner authorization before proceeding

Field mark underground utilities using electromagnetic equipment and mark them with spray paint. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location of the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

Construction Drawing + Permitting Phase

Construction drawings are to be prepared for submittal as stated in the Assumptions. Submittals will be in PDF format. McAdams will develop submittals in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions, and clearances for the following Disciplines.

D14.10 ROADWAY DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$7,080.00

McAdams will complete the roadway design and produce construction drawings to be compiled into a Roadway Plan Set to repair Old Lakey Gap Road, along with the other Town Roads Projects identified. The Roadway Plan Set will be submitted to the Town of Black Mountain for review at two separate stages: 90% and 100% plans. McAdams will respond to review comments and revise plans as may be required for up to two (2) reviews from the Town at the 90% submittal. Upon approval of the 90% plans, McAdams will sign and issue the Sealed Contract Roadway Design Plans to be used for construction.

The roadway design tasks included in this scope are:

- | Design Criteria
- | Roadway Design
 - Develop horizontal and vertical alignments based on design criteria and final survey;
 - Layout of roadway improvements; and
 - Coordinate with technical disciplines / units;
- | Roadway Plan Set Preparation consisting of;

- Title Sheet
- General Notes Sheet
- Symbolology Sheet
- One plan sheet that entails a typical section, plan view, profile view, details, and summary of roadway quantities and incorporating drainage improvements identified in Task D4.30.
- Traffic Management Plans (TMP) (to be generated with Task D14.20)
- Erosion Control Plans (to be generated with Task D4.40)
- | Opinion of Probable Construction Cost (OPCC) and
- | Roadway Special Provisions (as necessary) to be incorporated into the Project Manual (Task D14.90)
- | Complete Quality Control Procedures.

Deliverables:

- | 90% Submittal – Roadway Plan Set showing the proposed concept for review and approval of the Town prior to sealing documents, to be accompanied by draft Roadway Project Special Provisions (as necessary) and an OPCC.
- | 100% Submittal – Sealed Contract Roadway Design Plans, Roadway Project Special Provisions (as necessary), and final OPCC as Engineer’s Estimate.

D14.20 WORK ZONE TRAFFIC CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$3,460.00

McAdams will provide a TMP to account for a road closure to Old Lakey Gap Road with all of the needed construction to be completed during the road closure.

- | TMP will be incorporated into the 90% and 100% roadway plans, consisting of the following;
 - TMP notes and phasing
 - Plan sheets for road closure and offsite detour;
- | Traffic Control Special Provisions (as necessary);
- | Quantities and estimate for traffic control to be incorporated into the OPCC; and
- | Complete Quality Control Procedures.

Deliverables:

- | To be incorporated into the 90% and 100% deliverables identified for Task 14.10.

D4.30 HYDRAULIC DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$8,560.00

McAdams will perform hydraulic analysis for open and closed system drainage, including pipe crossings, storm drainage systems, and ditches along the existing Old Lakey Gap alignment for incorporation into the roadway plans. A resiliency analysis will be performed to evaluate whether all inlets, pipes, and the receiving channel need to be upsized to meet current design standards. Drainage analysis will be based upon the topographical information included in the survey and basemaps. Survey data will be supplemented with GIS contour

information, USGS Quad maps, FEMA information, and County provided flown topography mapping. The anticipated tasks associated with the hydraulic analysis and drainage design include:

- | Size all cross pipes along roadway alignment;
- | Size all closed system drainage along roadway alignment;
- | Evaluate ditch section capacities, depths, velocities, and shear stress;
- | Evaluate proposed drainage outfalls;
- | Evaluate and design necessary revisions to hydraulic structures (culverts, cross pipes, headwalls, drainage structures) that may be impacted by the proposed roadway repairs);

Deliverables:

- | Drainage report, including necessary supporting calculations and documentation;
- | Pipe and storm drain size/type shown on plans;
- | Ditch locations and any applicable ditch details shown on plans;
- | Stormwater Management Plan (SMP).

D4.40 EROSION CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$6,920.00

The Design Team will prepare the erosion and sediment control plans by specifying erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the project. The design will be in accordance with the requirements of the North Carolina Department of Transportation (NCDOT), the North Carolina Department of Environmental Quality (NCDEQ), and the Division of Energy, Mineral, and Land Resources (DEMLR). Erosion and Sediment Control quantities will be summarized and included as a table on the plan sheet or an appendix to the plans.

The Design Team will analyze flow rates and determine stabilization requirements for channels with erosive velocities and slopes with potential for erosive failure throughout the project. Design Team will show erosion control measures and special details not shown in the Erosion Control Manuals mentioned in the Assumptions as part of the construction plan set.

The ES&C designer will complete the E&SC plans by incorporating appropriate plan and/or title sheet information, required details, and notes on the E&SC plan sheets for project-specific environmental information into the plan. Project-specific vegetation management plans (e.g., reforestation, streambank reforestation, wetland grass or reforestation, etc.) or landscaping as required through project commitments will be included as part of the plans.

Following an initial review by the Town of Black Mountain, McAdams will submit a Town of Black Mountain Land Disturbance Permit if required.

Deliverables:

- | E&SC Plans included as a separate series of drawings within the Roadway plan set;
- | E&SC Quantities;
- | Incorporate details and notes on E&SC plan sheets as needed; and
- | Include E&SC Special Provisions as necessary.

D14.90 CONTRACT STANDARDS AND DEVELOPMENT:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,200.00

McAdams will generate one (1) Project Manual for the construction of all five Town Roads Projects utilizing the NCDOT’s Standard Specifications and Special Provisions. The cost for the development of this manual will be borne across all five Town Roads and the fee estimate shown equates to 20% of the total anticipated fee for these activities. McAdams will respond to review comments and revise the Project Manual as may be required for two (2) reviews from the Town. Once approved, McAdams will sign and issue the Project Manual to be used in the Town’s advertisement and bidding process for the construction of the five Town Roads Projects.

The Project Manual will include the following:

- | Cover Sheet;
- | Table of Contents;
- | Instructions to Bidders;
- | Project Special Provisions;
- | Standard Special Provisions;
- | Unit Project Special Provisions;
- | Signatures Sheets and Forms;
- | Bid / Pay Item Sheets; and
- | Execution of Contract Sheet.

Deliverables:

- | Draft Project Manual for review; and
- | Final Project Manual.

Construction Period Services (Not Included at This Time, For Information Only)

Construction period services are envisioned to be applied across all sites included in the Town Roads bid package and not individually. The fees for Construction Period have been estimated at 16% of the Construction Contract, included in the overall cost estimate, and will be determined based upon completion of the cost estimates developed with the design services provided in this scope. The following services are not included in this task order at this time and are presented for the Owner’s information only. The following is representative of the services that we anticipate will be necessary during the Construction Phase of the project.

H14.99 CONSTRUCTION BID SUPPORT – DESIGN SERVICES:

McAdams will provide technical assistance to respond to Contractor Requests for Information (RFIs) during the bidding process. This estimated fee is an estimate for up to two (2) RFIs per location (ten total) during the bidding process and is based upon 2 hours of time for a senior technical staff member and a designer per request to resolve contractor questions during the bidding process.

H5.40 CONSTRUCTION CONTRACTING ASSISTANCE – ADMINISTRATION SERVICES:

Assistance for the Owner with construction contract bid process. Specific items included within this task are as follows:

- Participation in the Pre-Bid meeting;

- Answering of RFIs;
- Participate in Public Bid opening; and
- Assist with the evaluation of received bids

Fee includes mileage to/from our Raleigh, North Carolina headquarters to Black Mountain for attendance of the two meetings listed.

H5.90 CONSTRUCTION ADMINISTRATION ASSISTANCE:

Provide assistance after award of the Contract for the site construction work (2-Months assumed). Scope for this task includes:

- Attending 1 preconstruction meeting
- Monthly construction progress meeting during construction (2-Visits)
- Weekly site visits for project monitoring (7-Visits)
- RFIs processing + response
- Review/approval of shop drawings
- Monthly Pay Application Review (3 Reviews)
- Substantial Completion Review
- Development of punch lists and pre/final inspections in support of project close-out. (2 Visits)
- Warranty Site Visits and Follow up (2 Visits)

I5.10 RECORD DRAWINGS

Provide record drawings and certifications of installation as required by the Town of Black Mountain and FEMA. Please note this fee assumes field-survey work and a signed/sealed as-built survey shall be provided by others (the Contractor) for use by McAdams in preparing the record drawings and submittal package.

999.00 REIMBURSABLES

FEE: Charged in accordance with the attached Rate Schedule, estimate \$87.00

Reimbursables are envisioned to be spread across all sites included in the Town Roads bid package and not intended to be charged individually. The fee for reimbursables is based upon 600 miles of travel associated with site visits, in person meetings with the Town, and attending the pre-bid meeting and bid opening. The charges presented in the estimate and scope of services for this site represent 20% of the anticipated mileage expenses for the Town Roads Project.

The Fee for the services described herein shall be billed at standard hourly rates in accordance with the attached rate schedule. For a detailed breakdown of the charges, see the attached Fee Estimate for Staffing Services. These charges are estimated to total:

\$ 32,427.00

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;

- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Right of Way and Easement Layout;
- | Pavement Design;
- | Utility Coordination;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetland and Stream delineations and permitting (will be quoted if required);
- | Bridge Survey Report (BSR) or Culvert Survey Report (CSR) (will be quoted if required);
- | Scour analysis;
- | Structural design of specialty culverts, pipes, drainage boxes, or drainage structures (will be quoted if required);
- | Traffic Impact Analysis;
- | Preparation of plats for right-of-way acquisition;
- | Right-of-way acquisition services;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Revised directives from Client after design has begun;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Additional submittal of erosion control design for approval by North Carolina Department of Environmental Quality (NCDEQ) or North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Environmental investigations, wetlands permitting, wetlands surveying;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved; and
- | Stormwater Control Measures (SCM's) (will be quoted if required).

Project Description

Tropical Storm Helene caused widespread damage to infrastructure owned and maintained by the Town of Black Mountain. North Cherokee Avenue experienced a slope failure that damaged the roadway surface and removed the roadway embankment.

Project Understanding

Surface water flooding has damaged North Cherokee Avenue for a length of approximately 40 linear feet. These damages include:

- | Loss of roadway embankment
- | Loss of pavement

These areas are to be repaired to their pre-storm condition. Resiliency measures to be studied include the analysis and potential modification of the drop inlet and cross road pipes in the vicinity of the project that became inundated in the storm. Field crews were unable to verify that the condition of buried components of the system or identify if there was any damage to the existing pipe which could have contributed to the slope failure. Potential armoring of the slopes to prevent erosion in future overtopping events is also included in this scope of work.

Assumptions

This proposal is based on the following assumptions:

- | One plan set to incorporate all five Town Roads Project sites as identified below will be generated. Individual plan sets for each site will not be generated.
 - Fairview Drive
 - North Cherokee Avenue
 - Old Lakey Gap Road
 - South Laurel Circle
 - Valley Vista Drive
- | One Project Manual will be generated for all five Town Roads Projects as identified above.
- | The five Town Roads Projects identified above will be bid as a single bid package.
- | Proposed design will be to provide for repair and remediation of the site to current standards of practice for the facility carried.
- | There will be two design submissions for this project: 90%, and 100%.
- | Project Specifications will follow the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
- | The Client will be responsible for notification of existing property owners and for assuring access to the site(s).
- | Specialized aquatic or terrestrial species surveys, archeological surveys, and specialized cultural resource surveys are not included in the scope of this Agreement. Should formal surveys be required, additional scope and fee will be provided at that time based on the identified species.
- | It is assumed that a Grading Permit from the Town of Black Mountain will be required. Scope assumes that the sole authority for issuing any type of Grading, Land Disturbance, or Erosion Control Permit for the project will be the Town of Black Mountain. If coordination with additional agencies becomes required, additional scope and fee may be requested.

- | Roadway design for the repairs on North Cherokee Avenue is expected to primarily consist of grading and paving.
- | It is anticipated that a guardrail warrant exists at this location given the height and steepness of the slope. This proposal assumes that the slope can be graded in a manner that this warrant be removed. Guardrail installation is not included in this proposal.
- | It is anticipated that North Cherokee Avenue will be closed to traffic during construction and a posted detour will be provided utilizing North Fork Road, North Oconeechee Avenue, and 10th Street. If additional plans are needed pertaining to traffic control measures beyond a road closure, additional scope and fee will be required.
- | All roadway and work zone traffic control designs will be in accordance with the following references as of the date of this scope:
 - American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and Errata;
 - AASHTO Roadside Design Guide 4th Edition and Errata;
 - NCDOT Roadway Design Manual;
 - NCDOT Roadway Standard Drawings;
 - NCDOT Guidelines for Transportation Management Plan Development;
 - NCDOT Policy for Providing Temporary Pedestrian Accommodations in Work Zones; and
 - Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).
- | All drainage and erosion control designs will be in accordance with the following references as of the date of this scope:
 - NCDOT Guidelines for Drainage Studies and Hydraulic Design
 - NCDOT Stormwater Best Management Practices Toolbox
 - NCDOT Erosion and Sediment Control Design and Construction Manual

Services + Fees

(Alphanumeric task numbers are for internal coding purposes):

Project Administration

Project administration costs will be borne across all projects included in the Town Roads Bid Package. The cost for the Project Administration will be borne across all five Town Roads sites and the fee estimate shown equates to 20% of the total anticipated fee for these activities. The following scope is presented for the project as a whole and is not representative of the effort anticipated for this single site.

A14.10 PROJECT ADMINISTRATION:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$1,540.00

McAdams will provide general project administration and include the following meetings:

- | Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads; Virtual Format; one (1) hour);
- | Monthly Client Coordination Meetings (four (4); Principal in Charge, Project Manager; Virtual Format; one (1) hour);
- | Bi-Weekly Internal Coordination Meetings (eight (8); Principal in Charge, Project Manager, Discipline Leads; Virtual Format; fifteen (15) minutes);
- | Pre-Bid Meeting (Principal in Charge); and
- | Bid Opening (Principal in Charge).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable), coordination of submittals to the Town, maintenance of project records, general project operation, and pre-bid support services.

Surveying Services

B2.40 TOPOGRAPHIC SURVEY:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$4,500.00

Conduct a field survey of the site totaling approximately 0.5 acres of developed land in the damaged location. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material and sizes will be located. Location of individual trees is not included.

B12.30 SUBSURFACE UTILITY (SUE) MARKINGS (LEVEL B):

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$3,000.00; Requires owner authorization before proceeding

Field mark underground utilities using electromagnetic equipment and mark them with spray paint. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location of the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

Construction Drawing + Permitting Phase

Construction drawings are to be prepared for submittal as stated in the Assumptions. Submittals will be in PDF format. McAdams will develop submittals in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions, and clearances for the following Disciplines.

D14.10 ROADWAY DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$8,080.00

McAdams will complete the roadway design and produce construction drawings to be compiled into a Roadway Plan Set to repair North Cherokee Avenue, along with the other Town Roads Projects identified. The Roadway Plan Set will be submitted to the Town of Black Mountain for review at two separate stages: 90% and 100% plans. McAdams will respond to review comments and revise plans as may be required for up to two (2) reviews from the Town at the 90% submittal. Upon approval of the 90% plans, McAdams will sign and issue the Sealed Contract Roadway Design Plans to be used for construction.

The roadway design tasks included in this scope are:

- | Design Criteria
- | Roadway Design
 - Develop horizontal and vertical alignments based on design criteria and final survey;

- Layout of roadway improvements; and
- Coordinate with technical disciplines / units;
- | Roadway Plan Set Preparation consisting of;
 - Title Sheet
 - General Notes Sheet
 - Symbolology Sheet
 - One plan sheet that entails a typical section, plan view, profile view, details, and summary of roadway quantities and incorporating drainage improvements identified in Task D4.30.
 - Traffic Management Plans (TMP) (to be generated with Task D14.20)
 - Erosion Control Plans (to be generated with Task D4.40)
- | Opinion of Probable Construction Cost (OPCC) and
- | Roadway Special Provisions (as necessary) to be incorporated into the Project Manual (Task D14.90)
- | Complete Quality Control Procedures.

Deliverables:

- | 90% Submittal – Roadway Plan Set showing the proposed concept for review and approval of the Town prior to sealing documents, to be accompanied by draft Roadway Project Special Provisions (as necessary) and an OPCC.
- | 100% Submittal – Sealed Contract Roadway Design Plans, Roadway Project Special Provisions (as necessary), and final OPCC as Engineer’s Estimate.

D14.20 WORK ZONE TRAFFIC CONTROL DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$3,460.00

McAdams will provide a TMP to account for a road closure to North Cherokee Avenue with all of the needed construction to be completed during the road closure.

- | TMP will be incorporated into the 90% and 100% roadway plans, consisting of the following;
 - TMP notes and phasing
 - Plan sheets for road closure and offsite detour;
- | Traffic Control Special Provisions (as necessary);
- | Quantities and estimate for traffic control to be incorporated into the OPCC; and
- | Complete Quality Control Procedures.

Deliverables:

- | To be incorporated into the 90% and 100% deliverables identified for Task 14.10.

D4.30 HYDRAULIC DESIGN:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$10,380.00

The Design Team will perform hydraulic analysis for open and closed system drainage, including analysis of the existing closed system beneath N Fork Road and N Cherokee Avenue. A resiliency analysis will be completed to to upsize all inlets and pipes to meet current design standards, and to ensure the receiving channel meet these same standards. Drainage analysis will be based upon the topographical information included in the survey and basemaps. Survey data will be supplemented with GIS contour information, USGS Quad maps, FEMA

information, and County provided flown topography mapping. In addition to the analysis, McAdams will perform a site visit and use of a zoom camera to check the condition of the pipes into and out of the drop inlet structure to ensure post event structural integrity. Summary of results of investigation will be provided in a technical memo. If deemed necessary, additional funds will be requested for CCTV investigation of the pipes within project limits. Scope will be added upon agreement between the Client and McAdams.

The anticipated tasks associated with the hydraulic analysis and drainage design include:

- | Size all cross pipes along roadway alignment;
- | Size all closed system drainage along roadway alignment;
- | Evaluate ditch section capacities, depths, velocities, and shear stress;
- | Evaluate proposed drainage outfalls;
- | Evaluate and design necessary revisions to hydraulic structures (culverts, cross pipes, headwalls, drainage structures) that may be impacted by the proposed roadway repairs);
- | Evaluate the condition of the existing pipes using a zoom camera to determine if further condition assessments are necessary.

Deliverables:

- | Drainage report, including necessary supporting calculations and documentation;
- | Pipe condition Technical Memo;
- | Pipe and storm drain size/type shown on plans;
- | Ditch locations and any applicable ditch details shown on plans;
- | Stormwater Management Plan (SMP).

D4.40 EROSION CONTROL DESIGN:

FEE:	By hourly charges in accordance with the attached Rate Schedule, estimate \$7,340.00
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The Design Team will prepare the erosion and sediment control plans by specifying erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the project. The design will be in accordance with the requirements of the North Carolina Department of Transportation (NCDOT), the North Carolina Department of Environmental Quality (NCDEQ), and the Division of Energy, Mineral, and Land Resources (DEMLR). Erosion and Sediment Control quantities will be summarized and included as a table on the plan sheet or an appendix to the plans.

The Design Team will analyze flow rates and determine stabilization requirements for channels with erosive velocities and slopes with potential for erosive failure throughout the project. Design Team will show erosion control measures and special details not shown in the Erosion Control Manuals mentioned in the Assumptions as part of the construction plan set.

The ES&C designer will complete the E&SC plans by incorporating appropriate plan and/or title sheet information, required details, and notes on the E&SC plan sheets for project-specific environmental information into the plan. Project-specific vegetation management plans (e.g., reforestation, streambank reforestation, wetland grass or reforestation, etc.) or landscaping as required through project commitments will be included as part of the plans.

Following an initial review by the Town of Black Mountain, McAdams will submit a Town of Black Mountain Land Disturbance Permit if required.

Deliverables:

- | E&SC Plans included as a separate series of drawings within the Roadway plan set;
- | E&SC Quantities;
- | Incorporate details and notes on E&SC plan sheets as needed; and
- | Include E&SC Special Provisions as necessary.

D14.90 CONTRACT STANDARDS AND DEVELOPMENT:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$2,200.00

McAdams will generate one (1) Project Manual for the construction of all five Town Roads Projects utilizing the NCDOT's Standard Specifications and Special Provisions. The cost for the development of this manual will be borne across all five Town Roads and the fee estimate shown equates to 20% of the total anticipated fee for these activities. McAdams will respond to review comments and revise the Project Manual as may be required for two (2) reviews from the Town. Once approved, McAdams will sign and issue the Project Manual to be used in the Town's advertisement and bidding process for the construction of the five Town Roads Projects.

The Project Manual will include the following:

- | Cover Sheet;
- | Table of Contents;
- | Instructions to Bidders;
- | Project Special Provisions;
- | Standard Special Provisions;
- | Unit Project Special Provisions;
- | Signatures Sheets and Forms;
- | Bid / Pay Item Sheets; and
- | Execution of Contract Sheet.

Deliverables:

- | Draft Project Manual for review; and
- | Final Project Manual.

Construction Period Services (Not Included at This Time, For Information Only)

Construction period services are envisioned to be applied across all sites included in the Town Roads bid package and not individually. The fees for Construction Period have been estimated at 16% of the Construction Contract, included in the overall cost estimate, and will be determined based upon completion of the cost estimates developed with the design services provided in this scope. The following services are not included in this task order at this time and are presented for the Owner's information only. The following is representative of the services that we anticipate will be necessary during the Construction Phase of the project.

H14.99 CONSTRUCTION BID SUPPORT – DESIGN SERVICES:

McAdams will provide technical assistance to respond to Contractor Requests for Information (RFIs) during the bidding process. This estimated fee is an estimate for up to two (2) RFIs per location (ten total) during the bidding process and is based upon 2 hours of time for a senior technical staff member and a designer per request to resolve contractor questions during the bidding process.

H5.40 CONSTRUCTION CONTRACTING ASSISTANCE – ADMINISTRATION SERVICES:

Assistance for the Owner with construction contract bid process. Specific items included within this task are as follows:

- Participation in the Pre-Bid meeting;
- Answering of RFIs;
- Participate in Public Bid opening; and
- Assist with the evaluation of received bids

Fee includes mileage to/from our Raleigh, North Carolina headquarters to Black Mountain for attendance of the two meetings listed.

H5.90 CONSTRUCTION ADMINISTRATION ASSISTANCE:

Provide assistance after award of the Contract for the site construction work (2-Months assumed). Scope for this task includes:

- Attending 1 preconstruction meeting
- Monthly construction progress meeting during construction (2-Visits)
- Weekly site visits for project monitoring (7-Visits)
- RFIs processing + response
- Review/approval of shop drawings
- Monthly Pay Application Review (3 Reviews)
- Substantial Completion Review
- Development of punch lists and pre/final inspections in support of project close-out. (2 Visits)
- Warranty Site Visits and Follow up (2 Visits)

I5.10 RECORD DRAWINGS

Provide record drawings and certifications of installation as required by the Town of Black Mountain and FEMA. Please note this fee assumes field-survey work and a signed/sealed as-built survey shall be provided by others (the Contractor) for use by McAdams in preparing the record drawings and submittal package.

999.00 REIMBURSABLES

FEE: Charged in accordance with the attached Rate Schedule, estimate \$87.00

Reimbursables are envisioned to be spread across all sites included in the Town Roads bid package and not intended to be charged individually. The fee for reimbursables is based upon 600 miles of travel associated with site visits, in person meetings with the Town, and attending the pre-bid meeting and bid opening. The charges presented in the estimate and scope of services for this site represent 20% of the anticipated mileage expenses for the Town Roads Project.

The Fee for the services described herein shall be billed at standard hourly rates in accordance with the attached rate schedule. For a detailed breakdown of the charges, see the attached Fee Estimate for Staffing Services. These charges are estimated to total:

\$ 40,587.00

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of sketches presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Right of Way and Easement Layout;
- | Pavement Design;
- | Utility Coordination;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetland and Stream delineations and permitting (will be quoted if required);
- | Bridge Survey Report (BSR) or Culvert Survey Report (CSR) (will be quoted if required);
- | Scour analysis;
- | Structural design of specialty culverts, pipes, drainage boxes, or drainage structures (will be quoted if required);
- | Traffic Impact Analysis;
- | Preparation of plats for right-of-way acquisition;
- | Right-of-way acquisition services;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Revised directives from Client after design has begun;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Additional submittal of erosion control design for approval by North Carolina Department of Environmental Quality (NCDEQ) or North Carolina Division of Energy, Mineral, and Land Resources (NCDEMLR) (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Environmental investigations, wetlands permitting, wetlands surveying;
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved; and
- | Stormwater Control Measures (SCM's) (will be quoted if required)



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jacob Guiot, Recreation & Parks Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Recreation & Parks

TITLE OF ITEM: Consideration of Application to Pursue Grant Funds for Part-Time Assistant Community Garden Manager Position Funding for FY27-28

SUGGESTED MOTION(S):

Motion to approve the resolution as presented.

SUMMARY:

The Town of Black Mountain Recreation and Parks Department requests authorization to apply for up to \$25,000 through the Community Foundation of Western North Carolina Human Services and Education Fund. The funding would continue the part-time Assistant Garden Manager position for FY2027-2028, with the Town serving as the applicant for this grant cycle.

The position is currently funded for FY2026-2027 through a grant received by the Friends of the Community Gardesn. During the current grant period, the position has become an important part of maintaining daily operations and meeting the Garden's growing community needs.

Justification for the position:

The Dr. John Wilson Community Garden is a year-round Recreation and Parks program supporting food donation, community rental plots, volunteer service, education, conservation, and community partnerships. The Assistant Garden Manager provides consistent on-site support for planting, harvesting, produce preparation, volunteer coordination, plot-holder needs, maintenance, and program delivery.

This support allows the Garden Manager to focus on grant administration, fundraising, partnerships, communications, and infrastructure improvements without daily operations falling behind. It is especially important to the Growing for Donation Program, which requires regular supervision and hands-on labor to grow, harvest, wash, and prepare produce for distribution through Bounty & Soul.

The current grant has demonstrated the value of this position in maintaining programs,

protecting investments, and serving the community. For FY2027-2028, the Town is seeking authorization to apply directly for the same grant so this work can continue without a gap in service.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution Authorizing Application of Grant Funding for Part Time Assistant Garden Manager at DJWCG for FY27-28

Council Member _____ made a motion to approve the following resolution. The motion was approved by a vote of ____ to ____.

**A RESOLUTION AUTHORIZING THE PURSUIT OF GRANT FUNDING FOR A
PART-TIME ASSISTANT GARDEN MANAGER AT THE DR. JOHN WILSON
COMMUNITY GARDEN**

Resolution # R-26-____

WHEREAS, the Dr. John Wilson Community Garden, operated through the Town of Black Mountain Recreation and Parks Department, provides vital community programming, food donation efforts, educational opportunities, rental plots, and volunteer experiences; and

WHEREAS, the part-time Assistant Garden Manager position is currently funded for FY2026-2027 through a grant received by the Friends of the Dr. John Wilson Community Garden; and

WHEREAS, the position has proven vital to the Garden by supporting daily operations, the Growing for Donation Program, rental plots, volunteer coordination, educational programming, and infrastructure projects, while allowing the Garden Manager to focus on administration, partnerships, fundraising, and long-term improvements; and

WHEREAS, the Garden continues to face increased demand for donated produce, community plots, volunteer opportunities, and programming, and continued staffing is necessary to maintain these services and protect the progress made through recent grant-funded improvements; and

WHEREAS, the Town of Black Mountain seeks to apply directly for the same grant opportunity through the Community Foundation of Western North Carolina Human Services and Education Fund, in an amount up to \$25,000, to continue the part-time Assistant Garden Manager position for FY2027-2028.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that Town staff are hereby authorized to apply for grant funding through the Community Foundation of Western North Carolina Human Services and Education Fund, in an amount up to \$25,000, to support a part-time Assistant Garden Manager position at the Dr. John Wilson Community Garden for FY2027-2028.

Adopted this ____ day of _____, 2026.

Mayor

ATTEST:

Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Tipton, Senior Admin,
Michelle Kennedy, Planning
Director

MEETING DATE: September 14, 2026

AGENDA SECTION: Public Hearing

DEPARTMENT: Planning &
Development
Services

TITLE OF ITEM: Public Hearing to Amend Chapter 48, Utilities, Article VI, Stormwater
Management Enterprise Fund, Division 2, Stormwater Service Charges

SUGGESTED MOTION(S):

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

SUMMARY:

The current ordinance does not specify that the property owner is the responsible party for
paying the utility bill as is required by law. The amendments will remove any mention of
tenants, agents, or anyone that is not the property owner and will move the responsibility of
the utility bill to the property owner.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 26_09_14_ORDINANCE_STORMWATER_UTILITY

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 48, ARTICLE VI, STORMWATER MANAGEMENT ENTERPRISE FUND, DIVISION 2, STORMWATER SERVICE CHARGES

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January 2010; and

NOW, THEREFORE, BE IT RESOLVED THAT Chapter 48, Article V, Division 2, Stormwater Service Charges, of the Town of Black Mountain Code of Ordinances, be amended to the following:

ARTICLE VI. – STORMWATER MANAGEMENT ENTERPRISE FUND

DIVISION 2. STORMWATER SERVICE CHARGES

Sec. 48-280. – Stormwater service charges.

- (a) Jurisdiction: All developed land in the town, whether public or private, ~~will~~ ~~shall~~ be subject to a stormwater service charge set by the town council. Exemptions ~~will~~ ~~shall~~ not be allowed based on age, tax exemption, or other status of an individual or organization. Service charges may be subject to a credit system as further provided.
- (b) Establishment of stormwater charges and fees: There is hereby established a stormwater utility fee to be imposed on all property within the boundaries and jurisdiction corporate limits of the town, including all areas hereafter annexed thereto, whether public or private, based on the fees, charges, and penalties adopted by the town council. Stormwater service charges on developed land ~~will~~ ~~shall~~ be based on a scheduled of rates, charges, tiers, and late fees fixed and established from time to time by the town council, adopted in the annual budget ordinance and maintained on file in the offices of the town clerk. Stormwater utility service fees will be determined and modified so that the total revenues generated by said fess will be used to pay such expenses as are reasonably necessary or convenient in the management, administration, planning, regulatory compliance, public education, construction, operation, and maintenance of the stormwater system and to pay principal of and interest on the debt incurred for stormwater purposes.
- (c) Fees ~~will~~ ~~shall~~ be assessed using a flat tiered system based on the intensity of the principal use of each parcel. Any parcel classified as mixed-use ~~will~~ ~~shall~~ be assessed the stormwater utility fee associated with the most intensive use occurring on the property.
- (d) The principal use shall be determined by the planning director, or their designee(s), who shall base such determination on:

- (1) Tier 1 – Minimal impact, residential. Each parcel upon which the principal use is single-family residential dwellings, including duplexes, condominiums, and townhomes, will ~~shall~~ be assessed at the Tier 1 rate.
- (2) Tier 2 – Moderate impact, commercial and institutional. Each parcel upon which the principal use is neither residential nor industrial, including but not limited by way of limitation, retail establishments; medical offices, restaurants, professional services, automotive services; fitness centers, spas and salons, religious services; apartment complexes; and residential care facilities, will ~~shall~~ be assessed at the Tier 2 rate.
- (3) Tier 3 – Undeveloped. Each parcel upon which there is no residential, industrial, commercial, institutional, or other non-residential use and which remains in its natural, vegetative state, will ~~shall~~ be assessed at the Tier 3 rate.
- (4) Tier 4 – Exempt. Each parcel owned by the Town of Black Mountain, Buncombe County, the state of North Carolina, or the United States of America.
- (5) Tier 5 – Significant impact, industrial. Each parcel upon which the principal use is light or heavy industrial, including, but not limited by way of limitation, asphalt; mining; warehousing; and processing facilities, will ~~shall~~ be assessed at the Tier 5 rate.

Sec. 48-281. – Exemptions and credits.

Except as provided in this section, no developed property will ~~shall~~ be exempt from stormwater utility service fees or receive credit against such fees.

- (1) There will ~~shall~~ be no exception, credit, offset, or other reduction in stormwater service charges granted ~~grated~~ based upon age, race, tax status, economic status, or religion of the customer, or any other condition unrelated to the stormwater utility's cost of providing stormwater management services and facilities.
- (2) The property owner ~~or current resident~~ of any parcel may be eligible to receive a monthly credit against the assessed stormwater utility fee in recognition of on-site or off-site systems, facilities, measures, and actions taken by customers that exceed minimum requirements for stormwater management, provided that such credit will ~~shall~~ be conditioned upon the continuing performance of the systems, facilities, measures, or actions upon which the credits are granted for the remainder of months, and the maximum credit will ~~shall~~ not exceed 50 percent of the original assessed fee.
- (3) The planning director will ~~shall~~ prepare a stormwater credit and incentive manual setting forth the appropriate credit application process, eligibility criteria, and standards upon which such credits are given.
- (4) Credits will ~~shall~~ be in the amounts set forth in the schedule of rates, fees, charges, and penalties adopted annually by the town council.
- (5) This section 48-281 will ~~shall~~ be effective by January 1, 2024.

Section 48-282. – ~~{Billing and collection of stormwater service fees, rents, rates, charges, and penalties.}~~

Billing and collection of stormwater service fees, rents, rates, charges, and penalties will ~~shall~~ be administered by the finance director, or their designee(s), who is hereby authorized to develop policies and procedures to effectuate the purpose and intent of this section.

- (1) **Responsible party: As authorized by NCGS Section 160A-314, stormwater utility fees, charges, and penalties will remain the responsibility and obligation of the property owner.**
- (2) Stormwater service charges may be billed on a combined utility bill that also contains fees and charges for other utility services provided by the town such as, water and/or sewer service. The stormwater utility fee will ~~shall~~ be billed monthly upon the normal utility billing and will ~~shall~~ be shown as a separate item.
~~(Stormwater service bills for a property that receives other town provided utilities shall be sent to the customer receiving such service. However, where multiple water and sewer accounts exist for a single parcel, the stormwater service bill may be sent to the property owner.~~
- (3) A stormwater bill will either be sent through the United States mail or delivered by an alternate method, notifying each property owner ~~customer~~ of the amount of the bill, the date the payment is due and the date when past due. Failure to receive a bill is not justification for nonpayment. ~~The owner of each parcel of developed land shall be ultimately obligated to pay such fee.~~
- (4) Stormwater utility service fees will ~~shall~~ be due and payable as set forth in the town's adopted utility billing policy and procedures manual and will be subject to rates, fees, and penalties listed within the schedule of utility rates and fees. ~~The property owner is ultimately responsible for payment of the stormwater utility service fee for property for which the party bill has not paid the stormwater fee as authorized by N.C.G.S. § 160A-314.~~
- (5) Combined utility billing: Where stormwater service charges appear on a combined utility bill, and a customer does not pay the service charges for all the utilities on the bill, the partial payment will be prorated and applied to the respective utilities in the following order:
 - a. Delinquent stormwater utility fees and service charges,
 - b. Delinquent combined sewer and water charges,
 - c. Current stormwater charges, and
 - d. Current combined sewer and water charges.
- (6) Where a property receives water and/or sewer service, if stormwater service charges for that property are not paid, water and/or sewer service to that property may be terminated, whether or not the stormwater charges were included on a combined utility bill. Termination will be handled in accordance with the Adopted Utility Billing Policy and Procedures Manual.
- (7) No property for which stormwater service charges are outstanding is entitled to receive water and/or sewer service until the outstanding stormwater service charge on that property is paid. No customer with a delinquent stormwater

service account is entitled to open a water and/or sewer account at the same or different location until the delinquency has been satisfied.

- (8) Non-combined and/or separate stormwater utility billing: For properties not having otherwise active utility accounts, stormwater utility service fee will shall be billed to the property owner ~~owners or other persons listed on the real property tax records~~.
- (9) No criminal penalty: A violation of this section subjects the offender to a civil penalty pursuant to the authority granted by N.C.G.S. § 160A-175 and does not subject the offender to the criminal penalty provisions of N.C.G.S. § 14-4.
- (10) Back billing: If property is incorrectly billed, or not billed, or a bill is sent to the ~~wrong party~~ property owner, the town ~~city~~ may back bill a property for up to a three-year period.
- (11) Collection on unpaid stormwater fees will shall be done in conformance with the Town of Black Mountain Adopted Utility Billing Policy and Procedures Manual.

Sec. 48-283. – Reserved.

Sec. 48-284. – Appeals.

This article ~~will~~ ~~shall~~ not be construed as to relieve any person from the payment of any fee or charge which is due and payable under the provisions of any prior ordinance, nor to bar the collection of same by any and all means in said prior ordinance or otherwise provided by law. No adjustment to a customer's bill may be made by the planning director or the town manager for more than three-year period immediately preceding the date that the customer's appeal is received by the town manager. Any customer who believes the provisions of this article have been applied in error may appeal in the following manner:

- (1) In the event a ~~current resident or the~~ property owner disputes the stormwater utility charges assessed to that ~~current resident's or~~ property owner's property, including determination of the applicable tier rate or determination of applicable credits, the ~~current resident or~~ property owner may apply for a redetermination. The planning director ~~will~~ ~~shall~~ decide to approve or deny the application within 30 days of receipt of the completed application. The planning director's decision ~~will~~ ~~shall~~ be in writing and if a denial, ~~will~~ ~~shall~~ state the reasons for the denial.
- (2) In the event the application for a redetermination is denied, the property owner ~~applicant~~ may appeal the denial to the town manager by filing a written notice of appeal with the office of the town manager within ten calendar days of the date of denial. The town manager ~~will~~ ~~shall~~ review the application for redetermination, including supporting evidence provided with the application, and make a decision to allow or deny the appeal within 30 days of receipt of the completed ~~notice of~~ appeal application. The decision ~~will~~ ~~shall~~ be in writing, and if denied, ~~will~~ ~~shall~~ state the reasons for the denial.
- (3) The decision of the town manager may be appealed to Superior Court in the nature of certiorari.

- (4) If an application for redetermination is approved, the planning director or the town manager may adjust the fee as long as the adjustment is in conformance with the intent of this article. The stormwater fee ~~will~~ ~~shall~~ be adjusted accordingly for the specific parcel and the adjusted rate ~~will~~ ~~shall~~ apply to the next regularly generated bill for the entirety of the building period.
- (5) No provision of this article allowing for administrative appeal ~~will~~ ~~shall~~ be deemed to suspend the due date for payment in full of the stormwater utility service fee.

Sec. 48-285. – Use of revenue; investment of funds; borrowing.

Funds generated for the stormwater management utility from fees, bonds issued, other borrowing and other sources ~~will~~ ~~shall~~ be utilized only for those purposes for which the stormwater management utility has been established. Such funds ~~will~~ ~~shall~~ be invested and reinvested pursuant to the same procedures and practices established by the ~~town~~ ~~city~~ for investment and reinvestment of funds. The town council may use any form of borrowing authorized by law to fund capital acquisitions expenditures for the stormwater management utility.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 14th day of September 2026.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Anne Phillip, Stormwater Technician, Michelle Kennedy, Planning Director

MEETING DATE: September 14, 2026

AGENDA SECTION: Public Hearing

DEPARTMENT: Planning & Development Services

TITLE OF ITEM: Public Hearing to Amend Chapter 2, Building Regulations, Section 2.3, Flood Damage Prevention Ordinance

SUGGESTED MOTION(S):

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.

SUMMARY:

The Hazard Mitigation Section of the North Carolina Department of Emergency Management published a new model flood damage prevention ordinance in 2025. The new model ordinance removes the coastal regulations and adds some regulations from lessons learned from Tropical Storm Helene. Staff reviewed the new model ordinance against the current ordinance and made amendments to better align with the model ordinance. The proposed amendments were reviewed by the Planning Department at their July 27th meeting and the recommended sending the amendments forward with two changes:

1. Change freeboard requirement from 2 feet to 4 feet.
2. Change timeframe for recurring substantial damage from 10 years to 5 years.

The proposed amendments have also been reviewed by the National Floodplain Insurance Program (NFIP) with no additional changes needed.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 26_09_14_ORDINANCE_FLOOD_DAMAGE_PREVENTION

ORDINANCE

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2.3, FLOOD DAMAGE PREVENTION ORDINANCE OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendments are consistent with the comprehensive plan and is reasonable and in the public interest because they promote environmentally-sensitive and sustainable practices and public health, safety and welfare; and

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the Town Council finds that the land use code text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Promotes environmentally-sensitive and sustainable practices
- Promotes public health, safety and welfare

WHEREAS, after notice duly given, a public hearing was held on September 14, 2026, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE BE IT RESOLVED that Chapter 2, Section 2.3, Flood Damage Prevention Ordinance, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

SECTION 2.3 FLOOD DAMAGE PREVENTION ORDINANCE

Article 1. Statutory Authorization, Findings of Fact, Purpose and Objectives

Section A. Statutory authorization.

~~The North Carolina General Assembly has in G.S. ch. 143, art. 21, pt. 6; G.S. ch. 160D, art. 9, pt. 2, sect. 923; and G.S. ch. 160A, art. 8, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.~~

The Legislature of the State of North Carolina has in Part 6 of Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Articles 1, 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Town Council of the Town of Black Mountain, North Carolina, does ordain as follows:

Section B. Findings of fact.

- (1) The flood prone areas within the jurisdiction of the Town of Black Mountain are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions, **both inside and outside the identified Special Flood Hazard Areas,** ~~in floodplains~~ causing increases in flood heights and velocities and by the occupancy in flood prone areas ~~by~~ **of** uses vulnerable to floods or other hazards. **These obstructions and occupancy by uses vulnerable to floods may be hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.**

Section C. Statement of purpose.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within **flood prone** ~~floodprone~~ areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert **flood waters** ~~floodwaters~~ or which may increase flood hazards to other lands.

Section D. Objectives.

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e., water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in **flood prone** ~~floodprone~~ areas;
- (6) Help maintain a stable tax base by providing for the sound use and development of **flood prone** ~~floodprone~~ areas; and
- (7) Ensure that potential buyers are aware that property is in a **Special Flood Hazard Area** ~~special flood hazard area~~.

Article 2. Definitions

Unless specifically defined below, words or phrases used in this ordinance ~~will~~ **shall** be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“A” Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have NOT been determined.

“AE” Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have been determined by detailed or limited detailed methods.

Accessory structure (appurtenant structure) means a structure **located on the same parcel of property as the** ~~detached from a~~ principal **structure** ~~building and located on the same lot~~ **and use of which** is incidental ~~and subordinate~~ to the principal **structure**

~~building or use~~. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

“AH” Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually areas of ponding), where average depths are between one (1) and three (3) feet. Base flood elevations derived from detailed hydraulic analyses are shown in this zone.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“AO” Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually sheet flow on sloping terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone.

Appeal means a request for a review of the Floodplain Administrator’s interpretation of any provision of this ordinance.

Area of Shallow Flooding means a designated Zone AO or AH on a community’s Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard. See "Special **Flood Hazard Area** ~~flood hazard area~~ (SFHA)".

Base flood means the flood having a one-percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means a determination of the water surface elevations of the base flood as published in the **Flood Insurance Study** ~~flood insurance study~~. When the BFE has not been provided in a "**Special Flood Hazard Area** ~~special flood hazard area~~", it may be obtained from engineering studies available from a **Federal** ~~federal~~, **State** ~~state~~, or other source using FEMA-approved engineering methodologies. This

elevation, when combined with the "**Freeboard** ~~freeboard~~", establishes the "**Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~".

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building. See "Structure".

Chemical storage facility means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

Community Rating System (CRS) means a program developed by the Federal Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designed public shelters, schools, nursing homes, hospitals, police, fire, and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use, or store hazardous materials or hazardous waste.

Design Flood. See Regulatory Flood Protection Elevation.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Development Activity means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Digital Flood Insurance Rate Maps (DFIRM) means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

Disposal means, as defined in G.S. 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

Dry Floodproofing means a combination of measures that make a building and attendant utilities and equipment watertight and substantially impermeable to floodwater, with structural components having the capacity to resist flood loads. Please refer to Technical Bulletin 3, Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings, and available from FEMA.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Encroachment means the advance or infringement of uses, fill, excavation, buildings, structures or development into a **special flood hazard area** ~~floodplain~~, which may impede or alter the flow capacity of a floodplain.

Existing Building and Existing Structure means any building and/or structure for which the “start of construction” commenced before the effective date of the floodplain management regulations adopted by a community.

Existing manufactured home park or manufactured home *subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) ~~is~~ ~~was~~ completed before the ~~initial~~ effective date of the floodplain management regulations adopted by ~~a~~ ~~the~~ community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means ~~a general and temporary condition of partial or complete inundation of normally dry land areas from:~~

- ~~(1) — The overflow of inland or tidal waters; and/or~~
- ~~(2) — The unusual and rapid accumulation of runoff of surface waters from any source.~~

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.**
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.**

- (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a sever storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood Boundary and Floodway Map (FBFM) means an official map of a community, issued by FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

Flood Hazard Boundary Map (FHBM) means an official map of a community issued by FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

Flood insurance means the insurance coverage provided under the National Flood Insurance Program.

Flood Insurance Rate Map ~~insurance-rate-map~~ (FIRM) means an official map of a community, issued by FEMA ~~the Federal Emergency Management Agency~~, on which both the Special Flood Hazard Areas ~~special flood hazard areas and the risk premium zones~~ applicable to the community are delineated. (see also DFIRM)

Flood Insurance Study ~~insurance-study~~ (FIS) means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by FEMA ~~the Federal Emergency Management Agency~~. The Flood Insurance Study ~~flood insurance study~~ report includes Flood Insurance Rate Maps (FIRMs) ~~flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs)~~, if published.

Flood Prone Area ~~Floodprone-area~~. See "Floodplain."

Flood zone means a geographical area shown on a ~~flood hazard boundary map or flood insurance-rate-map~~ Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain administrator is the individual appointed **by the community** to administer and enforce the floodplain management regulations.

Floodplain development permit means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning **ordinances** **regulations**, subdivision regulations, building codes, health regulations, special purpose **ordinances** **regulations**, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood-resistant material means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and material that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse, **including the area above a bridge or culver when applicable**, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

Freeboard means the height added to the base flood elevation (BFE) to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge **or culvert** openings, **precipitation exceeding the base flood**, and the hydrological effect of urbanization of the watershed. The **BFE** ~~base flood elevation~~ plus the freeboard establishes the "**Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~."

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Hazardous waste management facility means, as defined in **NCGS 130A, Article 9** ~~G.S. ch. 130A, art. 9~~, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

Highest adjacent grade (HAG) means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

Historic structure means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a "Certified local government (CLG) program;" or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified local government (CLG) program."

Certified local government (CLG) programs are approved by the U.S. Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the **State Historic Preservation Officer** ~~state historic preservation officer~~ as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Change Map Include:

- (a) **Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a Special Flood Hazard Area.**
- (b) **Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations and other planimetric features.**
- (c) **Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the Special Flood Hazard Area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.**
- (d) **Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of Special Flood Hazard Areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.**

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) **Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or**
- (b) **Designed primarily for transportation of persons and has a capacity of more than 12 persons; or**

(c) Available with special features enabling off-street or off-highway operation and use.

Lowest adjacent grade (LAG) means the **lowest** elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Repository means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products has the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data, the NC FRIS website (<https://fris.nc.gov/>) is the map repository. Repositories of historical flood hazard data are available on the Flood.NC website (<https://flood.nc.gov/ncflood/>) and the FEMA Flood Map Service Center website (<https://msc.fema.gov/portal/home>).

Market value means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (actual cash value); or adjusted tax assessed values.

~~Mean sea level means, for purposes of this ordinance, the National Geodetic Vertical Datum (NGVD) as corrected in 1929, the North American Vertical Datum (NAVD) as corrected in 1988, or other vertical control datum used as a reference for establishing varying elevations within the floodplain, to which base flood elevations (BFEs) shown on FIRM are referenced. Refer to each FIRM panel to determine datum used.~~

New construction means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pats) is completed on or after the effective date of floodplain management regulations adopted by a community.

Non-Conversion Agreement means a document stating that the owner will not convert or later what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamp and/or notations that the filing has been completed.

Non-encroachment area (**NEA**) means the channel of a river or other watercourse, **including the area above a bridge or culvert when applicable**, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot as designated in the **Flood Insurance Study** ~~flood insurance study~~ report.

Post-FIRM means construction or other development for which the "start of construction" occurred on or after **04/15/1980**, the effective date of the initial **Flood Insurance Rate Map** ~~flood insurance rate map~~. **(The initial FIRM date can be found in the FEMA Community Status Book.)**

Pre-FIRM means construction or other development for which the "start of construction" occurred before **04/15/1980**, the effective date of the initial **Flood Insurance Rate Map** ~~flood insurance rate map~~. **(The initial FIRM date can be found in the FEMA Community Status Book.)**

Principally above ground means that at least 51 percent of the actual cash value of the structure, **less land value**, is above ground.

Public safety and/or nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle (RV) means a vehicle, which is:

- (a) Built on a single chassis;
- (b) Four hundred square feet or less when measured at the largest horizontal projection;

- (c) Designed to be self-propelled or permanently towable by a light duty truck;
~~and~~
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use-;
- (e) Is fully licensed and ready for highway use;
- (f) Has no attached deck, porch, or shed; and
- (g) Has quick-disconnect sewage, water, and electrical connectors.

For the purpose of this ordinance: Tiny Homes/Houses and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures under this ordinance.

Reference level is the top of the lowest floor for structures within ~~the~~ **Special Flood Hazard Areas** ~~special flood hazard area~~ **designated as Zones A, AE, AH, AO, A99.** **The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as zone VE or Coastal A Zone.**

Regulatory flood protection elevation means the "**Base Flood Elevation** ~~base flood elevation~~" plus the "**Freeboard** ~~freeboard.~~" in "**Special Flood Hazard Areas** ~~special flood hazard areas~~" where **Base Flood Elevations** ~~base flood elevations~~ (BFEs) have been determined, this elevation shall be the BFE plus ~~four~~ **two** feet ~~of~~ freeboard. In "**Special Flood Hazard Areas** ~~special flood hazard areas~~" where no BFE has been established, this elevation shall be at least two feet above the highest adjacent grade.

Remedy a violation **means** to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the **ordinance** ~~regulations~~ or otherwise deterring future similar violations, or reducing **federal** ~~Federal~~ financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 5-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property means any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

Section 1216 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership. In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

- 1. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or**
- 2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.**

Solid waste disposal facility means any facility involved in the disposal of solid waste, as defined in **NCGS** ~~G.S.~~ 130A-290(a)(35).

Solid waste disposal site means, as defined in **NCGS** ~~G.S.~~ 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Special flood hazard area (SFHA) means the land in the floodplain subject to a one-percent or greater chance of being flooded in any given year, as determined in ~~article~~ **Article 3, section Section** B. of this ordinance.

Start of construction includes substantial improvement, and means the date the building permit was issued; provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not

occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial damage means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. ~~See definition of "substantial improvement."~~ Also means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure **and the alteration is approved by variance issued pursuant to Article 4, Section E of this ordinance.**

Technical Bullet and Technical Fact Sheet means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or

community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

Temperature Controlled means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Variance is a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

Water surface elevation (WSE) means the height, in relation to **NAVD 1988 mean-sea level**, of floods of various magnitudes and frequencies in the floodplains of ~~coastal or~~ riverine areas.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

“X” Zones means areas determined to be low to moderate risk flood zones and are located outside the community’s delineated Special Flood Hazard Area (SFHA) and include the following:

- (a) Shaded – is the area of moderate flood hazard and can represent:**
 - (1) 0.2% annual chance flood hazard area (500-year flood zone),**
 - (2) Areas of 1% annual chance flood with average depth less than one (1) foot, or**
 - (3) Areas of 1% annual chance flood with drainage areas of less than one (1) square mile.**
- (b) Unshaded – is the area of minimal flood hazard determined to be outside of the 0.2% annual chance flood (500-year flood zone).**

Article 3. General Provisions

Section A. Lands to which this ordinance applies.

This ordinance ~~will~~ **shall** apply to all **Special Flood Hazard Areas** ~~special flood hazard areas~~ within the jurisdiction of the Town of Black Mountain ~~and within the jurisdiction of any other community whose governing body agrees, by resolution, to such applicability.~~

Section B. Basis for establishing the special flood hazard areas.

The **Special Flood Hazard Areas** ~~special flood hazard areas~~ are those identified under the **Cooperating Technical State** ~~cooperating technical state~~ (CTS) agreement between the State of North Carolina and FEMA in its ~~flood insurance study (FIS)~~ **dated January 6, 2010 for Buncombe County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto** ~~and its accompanying flood insurance rate maps (FIRM), for Buncombe County dated January 6, 2010, are adopted by reference and declared to be a part of this ordinance.~~

~~The initial flood insurance rate maps are as follows for the jurisdictional areas at the initial date:~~

~~Town of Black Mountain, dated April 15, 1980~~

~~Buncombe County, dated August 1, 1980~~

Section C. Establishment of floodplain development permit.

A **Floodplain Development Permit** ~~floodplain development permit~~ **will** ~~shall~~ be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within **Special Flood Hazard Areas** ~~special flood hazard areas~~ determined in accordance with the provisions of ~~article~~ **Article 3, section Section** B of this ordinance.

Section D. Compliance.

No structure or land **will** ~~shall~~ hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

Section E. Abrogation and greater restrictions.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions **will** ~~shall~~ prevail.

Section F. Interpretation.

In the interpretation and application of this ordinance, all provisions **will** ~~shall~~ be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under **State** ~~state~~ statutes.

Section G. Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the **Special Flood Hazard Areas** ~~special flood hazard areas~~ or uses permitted within such areas will be free from flooding or flood damages. This ordinance ~~will~~ **shall** not create liability on the part of the Town of Black Mountain or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Section H. Penalties for violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, ~~will~~ **shall** constitute a **Class 1** misdemeanor **pursuant to North Carolina General Statute § 143-215.58**. Any person who violates this ordinance or fails to comply with any of its requirements ~~will~~ **shall**, ~~upon conviction thereof,~~ be fined not more than **\$500.00** ~~\$25,000.00 or imprisoned for not more than 30 days, or both~~. Each day such violation continues ~~will~~ **shall** be considered a separate offense. Nothing herein contained ~~will~~ **shall** prevent the Town of Black Mountain from taking such other lawful action as is necessary to prevent or remedy any violation.

Article 4. Administration

Section A. Designation of floodplain administrator.

The **Stormwater Administrator**, ~~building inspector or his/her designee~~ hereinafter referred to as the "**Floodplain Administrator**, ~~floodplain administrator~~", **or their designee**, is hereby appointed to administer and implement the provisions of this ordinance. **In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator will be responsible for the coordination and the Town of Black Mountain's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.**

Section B. Floodplain development application, permit and certification requirements.

- (1) Application requirements. Application for a **Floodplain Development Permit** ~~floodplain development permit~~ ~~will~~ **shall** be made to the **Floodplain Administrator** ~~floodplain administrator~~ prior to any development activities located within **Special Flood Hazard Areas** ~~special flood hazard areas~~. The following items ~~will~~ **shall** be presented to the **Floodplain Administrator** ~~floodplain administrator~~ to apply for a floodplain development permit:

(a) A plot plan drawn to scale which ~~will~~ ~~shall~~ include, but ~~will~~ ~~shall~~ not be limited to, the following specific details of the proposed floodplain development:

- (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
- (ii) The boundary of the **Special Flood Hazard Area** ~~special flood hazard area~~ as delineated on the FIRM or other flood map as determined in **Article** ~~article~~ 3, **Section** ~~section~~ B, or a statement that the entire lot is within the **Special Flood Hazard Area** ~~special flood hazard area~~;
- (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in **Article** ~~article~~ 3, **Section** ~~section~~ B;
- (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in **Article** ~~article~~ 3, **Section** ~~section~~ B;
- (v) The **Base Flood Elevation** ~~base flood elevation~~ (BFE) where provided as set forth in **Article** ~~article~~ 3, **Section** ~~section~~ B; **Article** ~~article~~ 4, **Section** ~~section~~ C; or **Article** ~~article~~ 5, **Section** ~~section~~ D;
- (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
- (vii) The certification of the plot plan by a registered land surveyor or professional engineer.

(b) Proposed elevation, and method thereof, of all development within a **Special Flood Hazard Area** ~~special flood hazard area~~ including but not limited to:

- (i) Elevation in relation to **NAVD 1988** ~~mean sea level~~ of the proposed reference level (including basement) of all structures;
- (ii) Elevation in relation to **NAVD 1988** ~~mean sea level~~ to which any non-residential structure in zones **A, AE, AH, AO, A99** ~~AE, A or AO~~ will be floodproofed; and
- (iii) Elevation in relation to **NAVD 1988** ~~mean sea level~~ to which any proposed utility systems will be elevated or floodproofed.

(c) If floodproofing, a **Floodproofing Certificate** ~~floodproofing certificate~~ (FEMA form **FF-206-FY-22-153** ~~84-65~~) with supporting data, ~~and~~ an operational plan,

and an inspection and maintenance plan that includes~~s~~, but is not limited to, installation, exercise, and maintenance of floodproofing measures.

- (d) A foundation plan, drawn to scale, which **will** ~~shall~~ include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with **Article** ~~article~~ 5, **Section** ~~section~~ B(4)(c) when solid foundation perimeter walls are used in **Zones A, AE, AH, AO, A99** ~~zones A, AE, and A1—30~~.
 - (e) Usage details of any enclosed areas below the lowest floor.
 - (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - (g) Certification that all other local, state and federal permits required prior to floodplain development permit issuance have been received.
 - (h) Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of **Article** ~~article~~ 5, **Section** ~~section~~ B, subsections (6) and (7) of this ordinance are met.
 - (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) Permit requirements. The floodplain development permit **will** ~~shall~~ include, but not be limited to:
- (a) A **complete** description of **all the** development to be permitted under the floodplain development permit (**e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.) including a cost estimate.**
 - (b) The **Special Flood Hazard Area** ~~special flood hazard area~~ determination for the proposed development in accordance with available data specified in **Article** ~~article~~ 3, **Section** ~~section~~ B.

- (c) The **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ required for the reference level and all attendant utilities.
 - (d) The **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ required for the protection of all public utilities.
 - (e) All certification submittal requirements with timelines.
 - (f) A statement that no fill material or other development ~~will~~ **shall** encroach into the floodway or non-encroachment area of any watercourse **unless the requirements of Article 5, Section F have been met**, ~~as applicable~~.
 - (g) The flood openings requirements, ~~if in zones A, AE or A1—30~~.
 - (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
 - (i) **A statement that all materials below BFE/RFPE must be flood resistant materials.**
- (3) Certification requirements.
- (a) Elevation certificates.
 - (i) An elevation certificate (FEMA form **FF-206-FY-22-152** ~~81-34~~) is required prior to the actual start of any new construction. It ~~will~~ **shall** be the duty of the permit holder to submit to the **Floodplain Administrator** ~~floodplain administrator~~ a certification of the elevation of the reference level, in relation to **NAVD 1988 mean sea level**. The **Floodplain Administrator** ~~floodplain administrator~~ **will** ~~shall~~ review the certificate data submitted. Deficiencies detected by such review ~~will~~ **shall** be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections ~~will~~ **shall** be cause to deny a floodplain development permit.
 - (ii) An **Elevation Certificate** ~~elevation certificate~~ (FEMA form **FF-206-FY-22-152** ~~81-34~~) is required after the reference level is established. Within seven ~~(7)~~ calendar days of establishment of the reference level elevation, it ~~will~~ **shall** be the duty of the permit holder to submit to the **Floodplain Administrator** ~~floodplain administrator~~ a certification of the elevation of the reference level, in relation to **NAVD 1988 mean sea level**. Any work done within the seven ~~(7)~~-day calendar period and prior to submission of the certification ~~will~~ **shall** be at the permit holder's risk. The **Floodplain Administrator** ~~floodplain administrator~~ **will** ~~shall~~ review the certificate data submitted. Deficiencies detected by such review ~~will~~ **shall** be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or

failure to make required corrections will ~~shall~~ be cause to issue a stop-work order for the project.

- (iii) A final **Finished Construction Elevation Certificate** ~~as-built elevation certificate~~ (FEMA form **FF-206-FY-22-152** ~~81-31~~) is required after construction is completed and prior to certificate of compliance/occupancy issuance. It will ~~shall~~ be the duty of the permit holder to submit to the **Floodplain Administrator** ~~floodplain administrator~~ a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The **Floodplain Administrator** ~~floodplain administrator~~ will ~~shall~~ review the certificate data submitted. Deficiencies detected by such review will ~~shall~~ be corrected by the permit holder immediately and prior to certificate of compliance/occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections will ~~shall~~ be cause to withhold the issuance of a certificate of compliance/occupancy. **The Finished Construction Elevation Certificate certifier will provide at least 2 photographs showing the front and rear of the building taken with 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative sample of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.**

(b) Floodproofing certificate.

- (i) If non-residential floodproofing is used to meet the **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ requirements, a **Floodproofing Certificate** ~~floodproofing certificate~~ (FEMA form **FF-206-FY-22-153** ~~81-65~~), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It will ~~shall~~ be the duty of the permit holder to submit to the **Floodplain Administrator** ~~floodplain administrator~~ a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to **NAVD 1988** ~~mean sea level~~. Floodproofing certification will ~~shall~~ be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The **Floodplain Administrator** ~~floodplain administrator~~ will ~~shall~~ review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review will ~~shall~~ be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections will ~~shall~~ be cause to deny a floodplain development permit.

Failure to construct in accordance with the certified design ~~will~~ ~~shall~~ be cause to withhold the issuance of a certificate of compliance/occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a certificate of compliance/occupancy. It will be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate will be prepared by or under the direct supervision of a professional engineer or architect and certified by the same. The Floodplain Administrator will review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review will be corrected by the applicant prior to certificate of occupancy. Failure to submit the certification or failure to make required corrections will be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design will be cause to deny a certificate of compliance/occupancy.

- (c) If a manufactured home is placed within **Zones A, AE, AH, AO, A99** ~~zones A, AE, or A1—30~~ and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of **Article** ~~article~~ 5, **Section** ~~section~~ B(3)(b).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation ~~will~~ ~~shall~~ all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification exemptions. The following structures, if located within **Zones A, AE, AH, AO, A99** ~~zones A, AE or A1—30~~, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
- (i) Recreational vehicles meeting requirements of **Article** ~~article~~ 5, **Section** ~~section~~ B(6)(~~b~~**a**);
 - (ii) Temporary structures meeting requirements of **Article** ~~article~~ 5, **Section** ~~section~~ B(7); and
 - (iii) Accessory structures **that are** ~~less than~~ 150 square feet **or less** meeting requirements of **Article** ~~article~~ 5, **Section** ~~section~~ B(8).

(4) Substantial Improvement/Damage determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, will:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure will be the market value before the damage occurred and before any repairs are made;**
- (b) Compare the cost to perform the improvements, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;**
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and**
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.**

Section C. Duties and responsibilities of the floodplain administrator.

The **Floodplain Administrator** ~~floodplain administrator~~ **will** ~~shall~~ perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within **Special Flood Hazard Areas** ~~special flood hazard areas~~ to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within **Special Flood Hazard Areas** ~~special flood hazard areas~~ to assure that all necessary local, state and federal permits have been received, **including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.**
- (3) Notify adjacent communities and the North Carolina Department of ~~Crime Control~~ **and** Public Safety, Division of Emergency Management, State Coordinator for the

National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of **Article article 5, Section section F** are met.
- (6) Obtain actual elevation (in relation to **NAVD 1988 mean-sea-level**) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of **Article article 4, Section section B(3)**.
- (7) Obtain actual elevation (in relation to **NAVD 1988 mean-sea-level**) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of **Article article 4, Section section B(3)**.
- (8) Obtain actual elevation (in relation to **NAVD 1988 mean-sea-level**) of all public utilities in accordance with the provisions of **Article article 4, Section section B(3)**.
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of **Article article 4, Section section B(3)** and **Article article 5, Section section B(2)**.
- (10) Where interpretation is needed as to the exact location of boundaries of the **Special Flood Hazard Areas special-flood-hazard-areas**, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary **will shall** be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When **base flood elevation-(BFE)** data has not been provided in accordance with **Article article 3, Section section B**, obtain, review, and reasonably utilize any **base flood elevation-(BFE)** data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to **Article article 5, Section section D(2)(c b)**, in order to administer the provisions of this ordinance.
- (12) When **base flood elevation-(BFE)** data is provided but no floodway or non-encroachment area data has been provided in accordance with **Article article 3, Section section B**, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.

~~(13) When the lowest grade floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a special flood hazard areas is above the base flood elevation, advise the property owner of the option to apply for a letter of map amendment (LOMA) from FEMA. Maintain a copy of the letter of map amendment issued by FEMA in the floodplain development permit file.~~

(14) **(13)** Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

(15) **(14)** Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the **Floodplain Administrator** ~~floodplain administrator~~ **will shall** make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the **Floodplain Administrator** ~~floodplain administrator~~ has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

(16) **(15)** Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the **Floodplain Administrator** ~~floodplain administrator~~ may order the work to be immediately stopped. The stop-work order **will shall** be in writing and directed to the person doing or in charge of the work. The stop-work order **will shall** state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.

(17) **(16)** Revoke floodplain development permits as required. The **Floodplain Administrator** ~~floodplain administrator~~ may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits **will shall** be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of **State** ~~state~~ or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable **State** ~~state~~ or local law may also be revoked.

(18) **(17)** Make periodic inspections throughout the **Special Flood Hazard Areas** ~~special flood hazard areas~~ within the jurisdiction of the community. The **Floodplain Administrator** ~~floodplain administrator~~ and each member of his or her inspections department **will shall** have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

- (19)~~(18)~~ Follow through with corrective procedures of Article ~~article~~ 4, Section ~~section~~ D.
- (20)~~(19)~~ Review, provide input, and make recommendations for variance requests.
- (21)~~(20)~~ Maintain a current map repository to include, but not limited to, ~~the~~ historical and effective FIS Report ~~report~~, historical and effective FIRM and other official flood maps and studies adopted in accordance with Article ~~article~~ 3, Section ~~section~~ B of this ordinance, including any revisions thereto including Letters of Map Change ~~letters-of-map-change~~, issued by FEMA. Notify State ~~state~~ and FEMA of mapping needs.
- (22)~~(21)~~ Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill ~~letters-of-map-revision-based-on-fill~~ (LOMR-F) and Letters of Map Revision ~~letters-of-map-revision~~ (LOMR).
- (22) Make substantial improvement and post event damage assessments and determinations:**
- (a) Conduct damage assessments for damaged structures located within the SFHA.
- (b) Complete substantial improvement/damage determinations in accordance with the provisions of Article 4, Section B(4).
- (23) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.**
- (24) In any lot or lots/areas that will be or have been removed from the Special Flood Hazard Area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.**

Section D. Corrective procedures.

- (1) **Stop Work Order. The community may issue a stop work order, which will be served on the applicant or other responsible person. The stop work order will remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violation described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other**

responsible person to take the necessary remedial measures to remedy such violation or violations. ~~Violations to be corrected: When the floodplain administrator finds violations of applicable state and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.~~

- (2) **Notice of Violation. If the community determines that an owner, occupant, applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it will issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice will be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation will contain:**

- (a) **The name and address of the owner or the appliance or the responsible person;**
- (b) **The address or other description of the site upon which the violation is occurring;**
- (c) **A statement specifying the nature of the violation;**
- (d) **A description of the remedial measures necessary to bring the action or inaction into compliance with the permit of this ordinance and the date for the completion of such remedial action;**
- (e) **A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;**
- (f) **A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).**

~~Actions in event of failure to take corrective action: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:~~

- ~~(a) — That the building or property is in violation of the floodplain management regulations;~~
- ~~(b) — That a hearing will be held before the floodplain administrator at a designated place and time, not later than ten days after the date of the~~

~~notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and~~

~~(c) — That following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.~~

(3) **Additional Enforcement Action.** If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the Town of Black Mountain will first notify the owner, applicant or other responsible person in writing of its intended action. The Town of Black Mountain will provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice will be sufficient) to remedy such violation. In the event the applicant or other responsible person fails to remedy such violation after such notice and remedial period, the Town of Black Mountain may take or impose any one or more of the following enforcement actions or penalties.

(a) **Termination of utility service and/or withhold or revoke certificate of occupancy:** The community may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein.

(b) **Suspension, revocation, or modifications of permit:** The community may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(c) **Civil penalties:** Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions will constitute a Class 1 misdemeanor pursuant to North Carolina General Statute § 143-215.58.

(i) Any person who violates this ordinance for fails to comply with any of its requirements will, upon conviction thereof, be fined not more than \$500.00. Each day such violation continues will be considered a separate offense. Nothing herein contained will prevent the Town of Black Mountain from taking such other lawful actions, pursuant to North Carolina General Statute § 153A, 160A, and 160D, as is necessary to prevent or remedy any violation.

(ii) Enforcement by an appropriate equitable remedy issuing from a court of competent jurisdiction may be pursued if the offender fails to remedy the violation, pays assessed fines, and/or fails to file an appeal within the prescribed period of time. In such case the general court of justice will have jurisdiction to issue such orders as may be appropriate.

~~Order to take corrective action: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the flood damage prevention ordinance, they shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than 60 calendar days, nor more than 180 calendar days. Where the floodplain administrator finds that there is imminent danger to life or other property, they may order that corrective action be taken in such lesser period as may be feasible.~~

(4) Administrative appeal; judicial review: any person receiving a notice of violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

(a) Any person receiving a notice of violation may appeal the determination of the Floodplain Administrator to the Board of Adjustment. The notice of appeal must be in writing and be received by the Floodplain Administrator and the clerk within thirty (30) days of the date of the notice of violation. In the absence of an appeal, the determination of the Floodplain Administrator will be final.

(b) All appeals will be heard and decided by the community's designated Appeal Board, which will be the Black Mountain Board of Adjustment, or their designees. The Board of Adjustment will hear an appeal within a reasonable time and will have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of

any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. In the absence of a petition for review of a quasi-judicial decision, the decision of the Board of Adjustment will be final.

- (c) A petition for review of a quasi-judicial decision can be requested by any person with standing aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. The petition will be received by the clerk of Superior Court within thirty (30) days of the date of the Board of Adjustment decision.

~~Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within ten days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.~~

- (5) Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration will be used when all other legal means to remedy a violation have been exhausted and the structure remains noncompliant. The community must coordinate a request for Section 1216 declaration to the FEMA

Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied. If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by FEMA and flood insurance eligibility restored.

~~Failure to comply with order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.~~

Section E. Variance procedures.

- (1) The Board of Adjustment as established by the Town of Black Mountain, will hear and decided requests for variances from the requirements of this ordinance. ~~The board of adjustment shall hear and decide requests for variances~~

~~from the requirements of this ordinance pursuant to the process set forth in section 1.7 of this code.~~

(2) Any person aggrieved by the decision of the Board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.

~~Variances may be issued for:~~

- ~~(a) — The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;~~
- ~~(b) — Functionally dependent facilities if determined to meet the definition as stated in article 2 of this ordinance, provided provisions of article 4, section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or~~
- ~~(c) — Any other type of development, provided it meets the requirements of this section.~~

(3) Variances may be issued for:

- (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;**
- (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or**
- (c) Any other type of development provided it meets the requirements of this Section.**

~~In passing upon variances, the board of adjustment shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:~~

- ~~(a) — The danger that materials may be swept onto other lands to the injury of others;~~
- ~~(b) — The danger to life and property due to flooding or erosion damage;~~

- ~~(c) — The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;~~
- ~~(d) — The importance of the services provided by the proposed facility to the community;~~
- ~~(e) — The necessity to the facility of a waterfront location as defined under article 2 of this ordinance as a functionally dependent facility, where applicable;~~
- ~~(f) — The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;~~
- ~~(g) — The compatibility of the proposed use with existing and anticipated development;~~
- ~~(h) — The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;~~
- ~~(i) — The safety of access to the property in times of flood for ordinary and emergency vehicles;~~
- ~~(j) — The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and~~
- ~~(k) — The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.~~

(4) In passing upon variances, the Board will consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

- (a) The danger that materials may be swept onto other lands to the injury of others;**
- (b) The danger to life and property due to flooding or erosion damage;**
- (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;**
- (d) The importance of the services provided by the proposed facility to the community;**
- (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;**
- (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;**
- (g) The compatibility of the proposed use with existing and anticipated development;**

- (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

~~A written report addressing each of the above factors shall be submitted with the application for a variance.~~

- (5) A written report addressing each of the above factors will be submitted with the application for a variance. ~~Upon consideration of the factors listed above and the purposes of this ordinance, the board of adjustment may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.~~
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance. ~~Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and that such construction below the base flood elevation increases risks to life and property, and that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to \$25.00 per \$100.00 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.~~
- (7) Any applicant to whom a variance is granted will be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification will be maintained with a record of all variance actions, including justification for their issuance. ~~The floodplain administrator shall maintain the records of all~~

~~appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.~~

- (8) **The Floodplain Administrator will maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.**

~~Conditions for variances:~~

- ~~(a) — Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.~~
- ~~(b) — Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.~~
- ~~(c) — Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.~~
- ~~(d) — Variances shall only be issued prior to development permit approval.~~
- ~~(e) — Variances shall only be issued upon:~~
 - ~~(i) — A showing of good and sufficient cause;~~
 - ~~(ii) — A determination that failure to grant the variance would result in exceptional hardship; and~~
 - ~~(iii) — A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~

- (9) **Conditions for Variances:**

- (a) **Variances will not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.**
- (b) **Variances will not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.**
- (c) **Variances will only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.**
- (d) **Variances will only be issued prior to development permit approval.**
- (e) **Variances will only be issued upon:**
 - (i) **A showing of good and sufficient cause;**

- (ii) A determination that failure to grant the variance would result in exceptional hardship; and
- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

~~A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in special flood hazard areas provided that all of the following conditions are met.~~

- ~~(a) — The use serves a critical need in the community.~~
- ~~(b) — No feasible location exists for the use outside the special flood hazard area.~~
- ~~(c) — The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.~~
- ~~(d) — The use complies with all other applicable federal, state and local laws.~~
- ~~(e) — The Town of Black Mountain has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least 30 calendar days prior to granting the variance.~~

(10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met:

- (a) The use serves a critical need in the community.
- (b) No feasible location exists for the use outside the Special Flood Hazard Area.
- (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
- (d) The use complies with all other applicable federal, state and local laws.
- (e) The Town of Black Mountain has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance, in accordance with North Carolina General Statute § 143-215.54A(b).

Article 5. Provisions for Flood Hazard Reduction

Section A. General standards.

In all **Special Flood Hazard Areas** ~~special flood hazard areas~~ the following provisions are required:

- (1) All new construction and substantial improvements **will** ~~shall~~ be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements **will** ~~shall~~ be constructed with materials and utility equipment resistant to flood damage **in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.**
- (3) All new construction and substantial improvements **will** ~~shall~~ be constructed by methods and practices that minimize flood damages.
- (4) **All new electrical, heating, ventilation, air-conditioning, plumbing, duct systems, and other building utility systems, equipment, and service facilities must be located at or above the Regulatory Flood Protection Elevation (RFPE) and/or specially designed to prevent water from entering or accumulating within the components and installed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyance, during the occurrence of flooding to the design flood elevation. Utility systems, equipment, and service facilities include, but are not limited to, HVAC equipment, water softener units, bath/kitchen plumbing fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, fuel tanks, and electric outlets/switches.**
 - (a) **Replacements part of a substantial improvement must also meet the above provisions.**
 - (b) **Replacements that are for maintenance and not part of a substantial improvement may be installed at the original location provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.**

~~Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the regulatory flood protection elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork,~~

~~electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.~~

- (5) All new and replacement water supply systems will ~~shall~~ be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems will ~~shall~~ be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (7) On-site waste disposal systems will ~~shall~~ be located and constructed to avoid impairment to them or contamination from them during flooding.
- ~~(8) Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.~~
- ~~(9)~~**(8)** Nothing in this ordinance will ~~shall~~ prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- ~~(10)~~**(9)** New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities will ~~shall~~ not be permitted, except by variance as specified in **Article** ~~article~~ 4, **Section** ~~section~~ E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a **Special Flood Hazard Area** ~~special flood hazard area~~ only if the structure or tank is either elevated or floodproofed to at least the **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ and certified in accordance with the provisions of **Article** ~~article~~ 4, **Section** ~~section~~ B(3).
- ~~(11)~~**(10)** All subdivision proposals and other development proposals will ~~shall~~ be consistent with the need to minimize flood damage.
- ~~(12)~~**(11)** All subdivision proposals and other development proposals will ~~shall~~ have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- ~~(13)~~**(12)** All subdivision proposals and other development proposals will ~~shall~~ have adequate drainage provided to reduce exposure to flood hazards.

(14)(13) All subdivision proposals and other development proposals will ~~shall~~ have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(15)(14) When a structure is partially located in a **Special Flood Hazard Area** ~~special flood hazard area~~, the entire structure will ~~shall~~ meet the requirements for new construction and substantial improvements.

(16)(15) When a **building or** structure is located in more than one ~~multiple~~ flood hazard zones ~~s~~ or in a flood hazard ~~risk~~ zone with multiple base flood elevations, the provisions for the more restrictive flood hazard ~~risk~~ zone and the highest **BFE** ~~base flood elevation~~ will ~~shall~~ apply.

(16) Structural fill will not be used unless design and construction of the structural fill accounts for the following:

- (a) **Consolidation of the underlying soil under the weight of the fill and the structure,**
- (b) **Differential settlement due to variations in fill composition and characteristics, and**
- (c) **Slope stability and erosion control during conditions of the base flood.**

(17) Fill used to elevate or support a structure is prohibited in the SFHA. This includes prohibiting Conditional Letters of Map Revision – Based on Fill (CLOMR-F or LOMR-F). Fill supporting transportation (bridges, culverts, roadways, greenways, etc.), stream restoration, repair of existing levees or berms, and similar projects can be permitted within the SFHA.

Section B. Specific standards.

In all **Special Flood Hazard Areas** ~~special flood hazard areas~~ where base flood elevation ~~(BFE)~~ data has been provided, as set forth in **Article** ~~article~~ 3, **Section** ~~section~~ B, or **Article** ~~article~~ 5, **Section** ~~section~~ D, the following provisions, in addition to the provisions of **Article** ~~article~~ 5, **Section** ~~section~~ A, are required:

- (1) Residential construction. New construction and substantial improvement of any residential structure (including manufactured homes) will ~~shall~~ have the reference level, including basement, elevated no lower than the **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~, as defined in **Article** ~~article~~ 2 of this ordinance.

- (2) Non-residential construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure ~~will~~ ~~shall~~ have the reference level, including basement, elevated no lower than the **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~, as defined in **Article** ~~article~~ 2 of this ordinance. Structures located in **Zones A, AE, AH, AO, A99 A, AE, AO, and A1—30 zones** may be floodproofed to the **Regulatory Flood Protection Elevation (RFPE)** ~~regulatory flood protection elevation~~ in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. **For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G(2).** A registered professional engineer or architect ~~will~~ ~~shall~~ certify that the floodproofing standards of this subsection are satisfied. Such certification ~~will~~ ~~shall~~ be provided to the **Floodplain Administrator** ~~floodplain administrator~~ as set forth in **Article** ~~article~~ 4, **Section** ~~section~~ B(3), along with the operational plan and inspection and maintenance plan.
- (3) Manufactured homes.
- (a) New and replacement manufactured homes ~~will~~ ~~shall~~ be elevated so that the reference level of the manufactured home is no lower than the **Regulatory Flood Protection Elevation (RFPE)** ~~regulatory flood protection elevation~~, as defined in **Article** ~~article~~ 2 of this ordinance.
- (b) Manufactured homes ~~will~~ ~~shall~~ be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the **Commissioner of Insurance** ~~commissioner of insurance~~ pursuant to **NCGS G.S. 143-143.15**. Additionally, when the elevation would be met by an elevation of the chassis **thirty-six (36)** inches or less above the grade at the site, the chassis ~~will~~ ~~shall~~ be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above **thirty-six (36)** inches in height, an engineering certification is required.
- (c) All enclosures or skirting below the lowest floor ~~will~~ ~~shall~~ meet the requirements of **Article** ~~article~~ 5, **Section** ~~section~~ B(4).
- (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within **flood prone** ~~floodprone~~ areas. This plan ~~will~~ ~~shall~~ be filed with and approved by the **Floodplain**

Administrator ~~floodplain-administrator~~ and the local **Emergency Management Coordinator** ~~emergency-management-coordinator~~.

- (4) Elevated buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:
- (a) **Will** ~~shall~~ not be designed or used for human habitation, but **will** ~~shall~~ only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area **will** ~~shall~~ be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area **will** ~~shall~~ not be finished or partitioned into separate rooms, except to enclose storage areas;
 - (b) **Will** ~~shall~~ be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation ~~regulatory flood protection elevation~~; and
 - (c) **Will** ~~shall~~ include, ~~in zones A, AE, and A1—30,~~ flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 - (ii) The total net area of all flood openings must be at least one **(1)** square inch for each square foot of enclosed area subject to flooding;
 - (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - (iv) The bottom of all required flood openings **will** ~~shall~~ be no higher than one **(1)** foot above the **higher of the interior or exterior** adjacent grade;
 - (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

- (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(d) Will not be temperature-controlled or conditioned.

(e) Property owners will be required to execute and record a non-conversion agreement prior to issuance of a building permit declaring that the area below the lowest floor shall not be improved, finished or otherwise converted to habitable space. This agreement will be recorded with the Buncombe County Register of Deeds and will transfer with the property in perpetuity.

(5) Additions/improvements.

- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - (ii) A substantial improvement, **with modifications/rehabilitations/improvements** to ~~both~~ the existing structure **or the common wall is structurally modified more than installing a doorway, both the existing structure** and the addition ~~and/or improvements~~ must comply with the standards for new construction.
- (b) Additions to **pre-FIRM or** post-FIRM structures **that are a substantial improvement** with no modifications/**rehabilitations/improvements** to the existing structure other than a standard door in the common wall **will** ~~shall~~ require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new

construction consistent with the code and requirements for the original structure.

- (ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

(i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.

(ii) Any alteration of a historic structure provided that the alterations will not preclude the structure's continued designation as a historic structure.

(6) Recreational vehicles. Recreational vehicles will ~~shall~~ meet the following either:

- (a) **Placement of a Recreational Vehicle in the Regulatory Floodway or Non-Encroachment Area is prohibited. This includes both temporary and permanent placement.** ~~Be on-site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or~~

- (b) **Temporary Placement** ~~Meet all the requirements for new construction.~~
 - (i) **Be on site for fewer than 180 consecutive days; or**
 - (ii) **Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions.)**
 - (c) **Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement will meet all the requirements for new construction.**
- (7) Temporary non-residential structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the **Floodplain Administrator** ~~floodplain administrator~~ a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information ~~will~~ **shall** be submitted in writing to the **Floodplain Administrator** ~~floodplain administrator~~ for review and written approval:
- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three **(3)** months, renewable up to one **(1)** year;
 - (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 - (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
 - (e) Designation, accompanied by documentation, of a location outside the **Special Flood Hazard Area** ~~special flood hazard area~~, to which the temporary structure will be moved.
- (8) Accessory structures. ~~When accessory structures (sheds, detached garages, etc.) are to be placed within a special flood hazard area, the following criteria shall be met:~~
- (a) **When accessory structures (sheds, detached garages, etc.) with a footprint of no more than 600 square feet are placed within A, AO,**

AH, AE, and A99 flood zones, wet floodproofing may be permitted when the following criteria are met.

- (i) Accessory structures ~~will~~ ~~shall~~ not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - (b) (ii) Accessory structures ~~will~~ ~~shall~~ not be temperature-controlled;
 - (c) (iii) Accessory structures ~~will~~ ~~shall~~ be designed to have low flood damage potential;
 - (d) (iv) Accessory structures ~~will~~ ~~shall~~ be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) (v) Accessory structures ~~will~~ ~~shall~~ be firmly anchored in accordance with the provisions of ~~Article~~ ~~article~~ 5, ~~Section~~ ~~section~~ A(1);
 - (f) (vi) All service facilities such as electrical ~~will~~ ~~shall~~ be installed in accordance with the provisions of ~~Article~~ ~~article~~ 5, ~~Section~~ ~~section~~ A(4); and
 - (g) (vii) Flood openings to facilitate automatic equalization of hydrostatic flood forces ~~will~~ ~~shall~~ be provided below **Regulatory Flood Protection Elevation** ~~regulatory flood protection elevation~~ in conformance with the provisions of ~~Article~~ ~~article~~ 5, ~~Section~~ ~~section~~ B(4)(~~ed~~).
- (b) All other accessory structures exceeding the size restrictions in Article 5, Section B(8)(a) above must comply with the elevation or floodproofing standards and certification requirements in accordance with Article 4, Section B(3) and Article 5, Section B(2).

An accessory structure with a footprint ~~less than~~ ~~of~~ 150 square feet ~~or less in A, AO, AH, AE, and A99 zones satisfying that satisfies~~ the criteria **outlined above in Article 5, Section B(8)(a) is** ~~does~~ not required **to meet the** ~~an~~ elevation or floodproofing **certification requirements of Article 4, Section B(3) certificate. All other accessory structures must comply with the elevation or floodproofing certification requirements in accordance with Article 4, Section B(3).** Elevation or floodproofing certifications are required for all other accessory structures in accordance with article 4, section B(3).

9. Tanks. When gas and liquid storage tanks are placed within a Special Flood Hazard Area, the following criteria will be met:

- (a) Underground tanks. Underground tanks in flood hazard areas will be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b)
- (c) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas will be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures will meet the foundation requirements of the applicable flood hazard area;
- (d) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B(2) of this ordinance will be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks will be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (e) Tank inlets and vents. Tank inlets, fill openings, outlets and vents will be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10. Other Development

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, will meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the

placement of fill in regulated floodways will meet the limitations of Article 5, Section F of this ordinance.

- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways will meet the limitations of Article 5, Section F of this ordinance.
- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance and will be protected to the Regulatory Flood Protection Elevation as required for non-residential structures.

Section C. Reserved.

Section D. Standards for floodplains without established base flood elevations.

Within the Special Flood Hazard Areas ~~special flood hazard areas~~ designated as Approximate Zone ~~approximate zone~~ A and established in Article ~~article~~ 3, Section ~~section~~ B, where no ~~base flood elevation~~ (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of Article ~~article~~ 5, Section ~~section~~ A, will ~~shall~~ apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development will ~~shall~~ be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments will ~~shall~~ not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation ~~regulatory flood protection elevation~~ will ~~shall~~ be determined based on the following criteria:
 - (a) When ~~base flood elevation~~ (BFE) data is available from other sources, all new construction and substantial improvements within such areas will ~~shall~~ also comply with all applicable provisions of this ordinance and will ~~shall~~ be elevated or floodproofed in accordance with standards in Article ~~article~~ 5, Sections ~~sections~~ A and B.
 - (b) When floodway or non-encroachment ~~area~~ data is available from a Federal ~~federal~~, state, or other source, all new construction and substantial improvements within floodway and non-encroachment areas will ~~shall~~ also comply with the requirements of Article ~~article~~ 5, Sections ~~sections~~ B and F.

- (c) All subdivision, manufactured home park and other development proposals will shall provide ~~base flood elevation (BFE)~~ data if development is greater than five **(5)** acres or has more than **fifty (50)** lots/manufactured home sites. Such ~~base flood elevation (BFE)~~ data will shall be adopted by reference in accordance with **Article article** 3, **Section section** B and utilized in implementing this ordinance.
- (d) When ~~base flood elevation (BFE)~~ data is not available from a **Federal federal**, state, or other source as outlined above, the reference level will shall be elevated or floodproofed (non-residential) to or above the **Regulatory Flood Protection Elevation regulatory flood protection elevation**, as defined in **Article article** 2. All other applicable provisions of **Article article** 5, **Section section** B will shall also apply.

Section E. Standards for riverine floodplains with base flood elevations but without established floodways or non-encroachment areas.

Along rivers and streams where ~~base flood elevation (BFE)~~ data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a **Special Flood Hazard Area special flood hazard area** on the FIRM or in the FIS report, the following requirements will shall apply to all development within such areas:

- (1) Standards of **Article article** 5, **Sections sections** A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, will shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one **(1)** foot at any point ~~within the community~~.

Section F. **Standards for floodways Floodways** and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the **Special Flood Hazard Areas special flood hazard areas** established in **Article article** 3, **Section section** B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in **Article article** 5, **Sections sections** A and B, will shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments ~~will~~ **shall** be permitted unless:
- (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood **discharge**, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the **Floodplain Administrator** ~~floodplain administrator~~ prior to issuance of floodplain development permit; or
 - (b) A **Conditional Letter of Map Revision** ~~conditional letter of map revision~~ (CLOMR) has been approved by FEMA **for proposed encroachment resulting in increases in the flood levels during the occurrence of the base flood discharge**. A **Letter of Map Revision** ~~letter of map revision~~ (LOMR) must be obtained within six months of ~~also be obtained upon~~ completion of the proposed encroachment.
 - (c) **A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment, permitted in accordance with Article 5, Section F(1)(a), if the encroachment results in base flood elevation decreases of more than 0.10 feet, changes to the floodway/non-encroachment area widths, and/or changes to the stream location.**
- (2) If **Article** ~~article~~ 5, **Section** ~~section~~ F(1) is satisfied, all development ~~will~~ **shall** comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) **Manufactured homes pay be permitted provided the following provisions are met:** ~~No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:~~
- (a) The anchoring and the elevation standards of **Article** ~~article~~ 5, **Section** ~~section~~ B(3); and ~~such engineering to be certified.~~
 - (b) The ~~no~~ encroachment standards **of Article** ~~article~~ 5, **Section** ~~section~~ F(1).
- (4) **Placement of recreational vehicles in the regulatory floodway or non-encroachment area is prohibited.** ~~No vegetative debris such as wood piles, downed trees or branches which could cause blockage of culverts or bridges or which could otherwise create a hazard during a flood event shall be permitted to accumulate within the floodway areas.~~
- (5) ~~No discarded or store items such as abandoned vehicles, white goods, tires, or miscellaneous debris shall be allowed to accumulate within the floodway areas.~~

Section G. Prohibition on new town-owned buildings in the regulated floodplain.

- (1) Purpose. To reduce the risk of flood-related losses to public infrastructure and align capital investment decisions with best practices in floodplain management and climate adaptation, the Town of Black Mountain establishes a prohibition on the construction of new town-owned buildings within regulated floodplains.
- (2) Applicability. This section applies to any new building that will be constructed, owned, and operated by the Town of Black Mountain, including, but not limited to, administrative buildings, public works facilities, parks and recreation buildings, emergency services buildings, and utility structures.
- (3) Floodplain restrictions. No new town-owned building will ~~shall~~ be constructed within a FEMA-designated special flood hazard area (100-year floodplain) unless the following four conditions are met:
 - (a) No feasible alternative site exists. The town demonstrates, through site selection analysis, that there is no feasible alternative location outside the 100-year floodplain.
 - (b) Flood risk assessment. A qualified flood risk assessment is completed by a professional engineer or certified floodplain manager, and the assessment findings are submitted to the town council.
 - (c) Enhanced resilient design. The proposed building incorporates design elements that exceed the minimum requirements of this ordinance by one additional foot in addition to BFE+~~4~~2 and the North Carolina Building Code, including, but not limited to, freeboard, floodproofing, and elevated utilities. The proposed improvements will be recommended by the town manager and approved by the town council.
 - (d) Written justification. A written justification is submitted to and approved by the town council in an open meeting, prior to any final site or construction approvals.
- (4) Exemptions.
 - (a) This section will ~~shall~~ not apply to the repair, rehabilitation, or retrofit of existing town-owned buildings, provided such activities do not result in a substantial improvement as defined by this ordinance.
- (5) Consistency with state policy.
 - (a) This policy is intended to align with the principles of North Carolina Executive Order No. 266 and will ~~shall~~ be interpreted to promote eligibility for state and federal disaster recovery and mitigation funding.

Section H. Standards for Areas of Shallow Flooding (Zone AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements will meet the following requirements:

- (1) The reference level will be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of four (4) feet, above the highest adjacent grade; or at least four (4) feet above the highest adjacent grade if no depth number is specified.**
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G(1) so that the structure, together with attendant utility and sanitary facilities, below that level will be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyance. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).**

Section I. Standards for areas of shallow flooding (Zone AH).

Located within the Special Flood Hazard Area established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements will meet the following requirements:

- (1) Adequate drainage paths will be provided around structures on slopes, to guide floodwaters around and away from proposed structures.**

Article 6. Legal Status Provisions

Section A. Effect on rights and liabilities under the existing flood damage prevention ordinance.

This ordinance in part comes forward by re-enactment of some of the provisions of the **Flood Damage Prevention Ordinance** ~~flood-damage-prevention-ordinance~~ enacted April 15, 1980, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued ~~there-under~~ **thereunder** are reserved and may be enforced. The enactment of this ordinance ~~will~~ **shall** not affect any action, suit or proceeding instituted or pending. All provisions of the **Flood Damage Prevention Ordinance** ~~flood-damage-prevention-ordinance~~ of the Town of Black Mountain enacted on April 15, 1980, as amended, which are not reenacted herein are repealed.

The date of the initial **Flood Damage Prevention Ordinance** ~~flood-damage-prevention-ordinance~~ for Buncombe County is August 1, 1980.

Section B. Effect upon outstanding floodplain development permits.

Nothing herein contained ~~will~~ **shall** require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the **Floodplain Administrator** ~~floodplain administrator~~ or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six **(6)** months subsequent to the date of issuance of the outstanding permit, construction or use ~~will~~ **shall** be in conformity with the provisions of this ordinance.

Section C. Severability.

If any section, clause, sentence, or phrase of the ordinance is held to be invalid ~~of~~ **or** unconstitutional by any court ~~or~~ **of** competent jurisdiction, then said holding ~~will~~ **shall** in no way effect the validity of the remaining portions of this ordinance.

Section D. Effective date.

This ordinance will become effective upon adoption.

Section E. Adoption certification.

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the Town Council of the Town of Black Mountain, North Carolina, on the 14th day of September 2026.

WITNESS my hand and the official seal of Wesley M. Barker, Town Clerk, this the 14th day of September 2026.

Signature

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 14th day of September 2026.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Anne Phillip, Stormwater Technician, Michelle Kennedy, Planning Director

MEETING DATE: September 14, 2026

AGENDA SECTION: Public Hearing

DEPARTMENT: Planning & Development Services

TITLE OF ITEM: 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

SUGGESTED MOTION(S):

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.

SUMMARY:

Staff compared the current ordinance to the model ordinance and have proposed amendments that will make the ordinance easier to understand and follow. Additional definitions have been added, and the illicit discharge section will move from the Environment Chapter of the Code of Ordinances to the Phase II Stormwater Ordinance. Planning Board reviewed the proposed amendments at their July 27th meeting and recommended the proposed amendments be approved.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 26_09_14_ORDINANCE_PHASE_II_STORMWATER

ORDINANCE #

AN ORDINANCE TO AMEND CHAPTER 8, SECTION 8.2, THE PHASE II STORMWATER ORDINANCE AND CHAPTER 20, ARTICLE X, ILLICIT DISCHARGE

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January 2010; and

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning, and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendments are consistent with the comprehensive plan and reasonable and in the public interest because they promote environmentally-sensitive and sustainable practices, natural approaches to address stormwater, public health, safety and welfare; and

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the Town Council finds that the text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because of the following findings:

- Promotes environmentally-sensitive and sustainable practices
- Promotes natural approaches to address stormwater
- Promotes public health, safety and welfare

WHEREAS, after notice duly given, a public hearing was held on September 14, 2026, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE BE IT RESOLVED that Chapter 8, Section 8.2, The Phase II Stormwater Ordinance, of the Town of Black Mountain Land Use Code and Chapter 20, Article X, Illicit Discharge, of the Town of Black Mountain Code of Ordinances, be amended with the following (additions are underlined in bold and deletions are shown in red struck text):

SECTION 8.2 THE PHASE II STORMWATER ORDINANCE

8.2.1 Title.

This ordinance will be officially known as “the stormwater ordinance”. It is referred to herein as “this ordinance”.

8.2.2 Authority.

The Town Council is authorized to adopt this ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; Town of Black Mountain; NCGS 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; Session Law 2004-163; NCGS 160A-174, and NCGS 160D-185. This article is also authorized by NCGS 160D-925, stormwater control.

8.2.3 Findings.

It is hereby determined that:

- (1) Development and redevelopment alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, soil erosion, stream channel erosion, nonpoint and point source pollution, and sediment transport and deposition, as well as reducing groundwater discharge;
- (2) These changes in stormwater runoff contribute to increased quantities of water-borne pollutants and alterations in hydrology that are harmful to public health and safety as well as to the natural environment; and
- (3) These effects can be managed and minimized by applying proper design and well-planned controls to manage stormwater runoff from development sites.

Further, the Federal Water Pollution Control Act of 1972 (“Clean Water Act”) and Federal Phase II Stormwater rules promulgated under it, as well as rules of the state environmental management commission promulgated in response to Federal Phase II requirements, compel certain urbanized areas, including this jurisdiction, to adopt minimum stormwater controls such as those included in this ordinance.

Therefore, the town establishes this set of water quality and quantity regulations to meet the requirements of state and federal law regarding control of stormwater runoff and discharge.

8.2.4¹ Purpose.

- A. General. The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post development stormwater runoff and nonpoint and point source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources.
- B. Specific. This ordinance seeks to meet its general purpose through the following specific objectives and means:**
- (1) Establishing decision-making processes for development that protect the integrity of watersheds and preserve the health of water resources;**
 - (2) Requiring that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable for the applicable design storm to reduce flooding, streambank erosion, nonpoint and point source pollution and increases in stream temperature, and to maintain the integrity of stream channels and aquatic habitats;**
 - (3) Establishing minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;**
 - (4) Establishing design and review criteria for the construction, function, and use of structural stormwater SCMs that may be used to meet the minimum post-development stormwater management standards;**
 - (5) Encouraging the use of better management and site design practices, such as the use of vegetated conveyances for stormwater and the preservation of greenspace, riparian buffers and other conservation areas to the maximum extent practicable;**
 - (6) Establishing provisions for the long-term responsibility for and maintenance of structural and nonstructural stormwater SCMs to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety;**
 - (7) Establishing administrative procedures for the submission, review, approval and disapproval of stormwater management plans, for the inspection of approved projects, and to assure appropriate long-term maintenance;**

- (8) Coordinating site design plans that include open space and natural areas with the latest adopted Black Mountain Comprehensive Plan;**
- (9) Controlling illicit discharges into the municipal separate stormwater system;**
- (10) Assigning responsibility and processes for approving the creation and maintenance of adequate drainage and flood damage prevention.**

~~The ordinance seeks to meet the requirements for the town's National Pollutant Discharge Elimination System (NPDES) Permit.~~

8.2.~~5~~**2** Applicability and jurisdiction of this ordinance.

- A. General. Beginning with and subsequent to its effective date, this ordinance will be applicable to all development and redevelopment occurring within the corporate limits of the Town of Black Mountain, unless exempt pursuant to section 8.2.~~5~~**2**(C) of this section, exemptions.
- B. Activity threshold requiring a stormwater permit. A stormwater permit is required for any development and redevelopment which disturbs one-half acre of land or more in all zoning districts, with the exception of the Central Business District where a stormwater permit is required for one acre or greater of disturbance.

All phased developments will achieve post-construction requirements at the completion of each phase unless otherwise approved by the stormwater administrator.

- C. Exemptions.
 - (1) Activities that are exempt from permit requirements of Section 404 of the federal Clean Water Act as specified in 40 CFR 232 (primarily, ongoing farming and forestry activities) are exempt from the provisions of this ordinance.
 - (2) **Development or redevelopment that disturbs less than one acre are not exempt if such activities are part of a larger common plan of development or sale, even though multiple, separate or distinct activities take place at different times on different schedules.**
- ~~(23)~~ Development which disturbs less than one-half acre of land.
- ~~(34)~~ Pre-existing development or development activities that do not remove or decrease existing stormwater controls will not be required to install new or increased stormwater controls.

- (45) When a pre-existing development is redeveloped, either in whole or in part, increased stormwater controls will only be required according to the amount of disturbance proposed with the development.
- D. **No development or redevelopment until compliance and permit. No development or redevelopment will occur except in compliance with the provisions of this ordinance or unless exempted. No development or redevelopment for which a permit is required pursuant to this ordinance will occur except in compliance with the provisions, conditions, and limitations of the permit.** ~~Reserved.~~
- E. Map. The stormwater map will be kept on file by the stormwater administrator and will be updated to take into account changes in the land area covered by this ordinance and the geographic location of all structural SCMs permitted under this ordinance. In the event of a dispute, the applicability of this ordinance to a particular area of land or SCM will be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances. **This ordinance does not affect the legal requirements to obtain other permits which may be required by the division of water quality, the division of land resources, the local flood hazard prevention ordinance, zoning or building permits or any other state, federal or local government permit that may be required.**

8.2.63 Interpretation.

- A. Meaning and intent. All provisions, terms, phrases, and expressions contained in this ordinance will be construed according to the general and specific purposes set forth in section **8.2.4** ~~8.2.1~~, purpose and also defined in section **8.2.7** ~~8.2.28~~. If a different or more specific meaning is given for a term defined elsewhere in Town of Black Mountain Code of Ordinance, the meaning and application of the term in this ordinance will control for purposes of application of this ordinance.
- B. Text controls in event of conflict. In the event of a conflict or inconsistency between the text of this ordinance and any heading, caption, figure, illustration, table, or map, the text will control
- C. Authority for interpretation. The stormwater administrator has authority to determine the interpretation of this ordinance. Any person may request an interpretation by submitting a written request to the stormwater administrator, who will respond in writing within 30 days. The stormwater administrator will keep on file a record of all written interpretations of this ordinance.
- D. References to statutes, regulations, and documents. Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the design manual), or document, it will be construed as a reference to the most recent

edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.

- E. Computation of time. The time in which an act is to be done will be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Town of Black Mountain, the deadline or required date of action will be the next day that is not a Saturday, Sunday or holiday observed by the Town of Black Mountain. References to days are calendar days unless otherwise stated.
- F. Delegation of authority. Any act authorized by this Ordinance to be carried out by the **Stormwater Administrator** ~~Assistant Town Manager~~ of Town of Black Mountain may be carried out by his or her designee as Stormwater Administrator.

8.2.7 Terms Defined.

When used in this ordinance, the following words and terms will have the meaning set forth in this section, unless other provisions of this ordinance specifically indicate otherwise.

Administrative decision: Decisions made in the implementation, administration, or enforcement of this ordinance that involve the determination of facts and the application of objective standards set forth in this ordinance, or other land development regulations as applicable.

Built-upon area (BUA): The portion of a development project covered by impervious or partially impervious surfaces, including buildings; paved or gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. Built-upon area does not include wooden slatted decks, the water area of swimming pools, or pervious or partially pervious paving materials to the extent those materials absorb water or allow water to infiltrate through them.

Department: The North Carolina Department of Environment and Natural Resources.

Design manual: All references herein to the Design Manual are to the latest published edition or revision as published by the North Carolina Department of Environmental Quality.

Development: Any land-disturbing activity that increases the amount of built-upon area or that otherwise decreases the infiltration of precipitation into the soil.

Disturbed area: All land areas that are stripped, graded, grubbed, filled, or excavated at any time during the site preparation or removing vegetation for, or construction of, a project. "Disturbed area" does not include routine maintenance, but does include re-development and new impervious areas.

“Routine maintenance” is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces while maintaining the original line and grade, hydraulic capacity and original purpose of the facility is considered routine maintenance. Cutting of trees, without grubbing, stump removal, disturbance or exposure of soil is not considered “disturbed area”.

~~*Disturbance of land: Any man-made change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics including construction activity such as clearing, grading, excavation, or the filling of land.*~~

Division: The Division of Water Quality in the North Carolina Department of Environmental Quality.

High-density project: High-density projects shall comply with the requirements set forth in Rule .1003(3). See 15A NCAC 02H.1003 for calculation of project density and requirements for high-density projects.

Impervious: Not allowing fluid to pass through.

Larger common plan of development or sale: Any area where multiple separate and distinct construction or land-disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including, but not limited to, a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including, but not limited to, boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.

Low-density project: A project shall be considered a low-density project if it meets the low-density criteria set forth in Rule .1003(2) and contains no more than 24 percent built-upon area or no more than two dwelling units per acre. See 15A NCAC 02H.1003 for calculation of project density and requirements for low-density projects.

~~*Low-impact development: The term low-impact development (LID) refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat. LID is an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels and permeable pavements.*~~

1~~25~~-year, 24-hour storm: The surface runoff resulting from a 24-hour rainfall of an intensity expected to be equaled or exceeded, on average, once in 12 months ~~25~~ years and with a duration of 24 hours as defined by the National Weather Service.

Owner: The legal or beneficial owner of land, including, but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not constitute an owner, unless the secured lender is included within the meaning of "owner" under another description in this definition, such as a management entity.

Post-construction: The point in which construction activity has been concluded prior to issuing a certificate of occupancy or otherwise putting the property into use.

Redevelopment: Any development on previously-developed land, other than a rebuilding activity that results in no net increase in built-upon area and provides equal or greater storm water control than the previous development.

Stormwater control measure (formally known as best management practice): An alternation of land or physical device engineered and/or designed to trap, settle out, or filter pollutants from stormwater runoff; to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics; to approximate the pre-development hydrology on a developed site; or to achieve any combination of these goals. Structural SCM includes physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales, and other methods installed or created on real property. "Structural SCM" is synonymous with "structural practice," "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "stormwater control measures," "structural stormwater treatment systems," and similar terms used in this ordinance.

Substantial progress: For the purposes of determining whether substantial progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than 30 days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. "Substantial progress" for purposes of determining whether an approved plan is null and void is not necessarily the same as "substantial expenditures" used for determining vested rights pursuant to applicable law.

8.2.74 Design manual.

- A. Reference to North Carolina Department of Environmental Quality Stormwater Design Manual. The stormwater administrator will use the policy, criteria, and information, including technical specifications and standards, in the NC DEQ design manual as the basis for decisions about stormwater permits and about the design, implementation and performance of structural and non-structural stormwater SCMs.

The design manual includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Phase II laws.

- B. Relationship of design manual to other laws and regulations. The North Carolina Department of Environmental Quality Stormwater Design Manual is hereby adopted by reference.

- C. **Changes to standards and specifications. If the standards, specifications, guidelines, policies, criteria, or other information in the design manual are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, the new information will control and will be utilized in reviewing the application and in implementing this ordinance with regard to the application.**

8.2.85 Relationship to other laws, regulations and private agreements.

- A. Conflict of laws. This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare will control.
- B. Private agreements. This ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such an easement, covenant, or other private agreement, the requirements of this ordinance will govern. Nothing in this ordinance will modify or repeal any private covenant or deed restriction, but such covenant or restriction will not legitimize any failure to comply with this ordinance. In no case shall Town of

Black Mountain be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

8.2.96 Severability.

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance will be adjudged invalid by a court of competent jurisdiction, such judgement will not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

8.2.107 Effective date and transitional provisions.

A. Effective date. This ordinance will take effect on **September 14, 2026** ~~May 12, 2025~~.

B. Final approvals, complete applications. All development and redevelopment projects for which complete and full applications were submitted and approved by the Town of Black Mountain prior to the effective date of this ordinance and which remain valid, unexpired, unrevoked and not otherwise terminated at the time of development or redevelopment will be exempt from complying with all provisions of this ordinance dealing with management of post-construction runoff, but will be required to comply with all other applicable provisions, including, but not limited to, illicit discharge provisions. If previously approved SCMs are not maintained as approved and regulated by the stormwater ordinance in effect at the time of their approval, such SCMs shall be made to comply with this ordinance to the greatest extent possible when repaired or brought into compliance.

A phased development plan will be deemed approved prior to the effective date of this ordinance if it has been approved by all necessary government units, it remains valid, unexpired, unrevoked and not otherwise terminated, and it shows:

- (1) For the initial or first phase of development, the type and intensity of use for a specific parcel or parcels, including at a minimum, the boundaries of the project and a subdivision plan that has been approved.
 - (2) For any subsequent phase of development, sufficient detail so that implementation of the requirements of this ordinance to that phase of development would require a material change in that phase of the plan.
- C. Violations continue. Any violation of provisions existing on the effective date of this ordinance for development that has disturbed one-half acre or more will continue to be a violation under this ordinance and be subject to penalties and enforcement under this ordinance unless the use, development, construction, or other activity complies with the provisions of this ordinance.

SECTION 2: ADMINISTRATION AND PROCEDURES

8.2.~~11~~⁸ Review and decision-making entities.

A. Stormwater administrator.

- (1) Designation. A stormwater administrator will be designated by the ~~assistant~~ town manager to administer and enforce this ordinance ~~in whole or in part, at the assistant town manager's discretion.~~

B. Powers and duties. In addition to the powers and duties that may be conferred by other provisions of the Town of Black Mountain Code of Ordinances and other laws, the stormwater administrator will have the following powers and duties under this ordinance:

- (1) To review and approve, approve with conditions, or disapprove applications for approval of plans pursuant to this ordinance.
- (2) To make determinations and render interpretations of this ordinance.
- (3) To enforce the provisions of this ordinance in accordance with its enforcement provisions.
- (4) To maintain records, maps, forms and other official materials as related to the adoption, amendment, enforcement, and administration of this ordinance.
- (5) To provide expertise and technical assistance to the Town of Black Mountain Town Council, upon request.
- (6) Reserved.
- (7) To take any other action necessary to administer the provisions of this ordinance.

8.2.~~12~~⁹ Review procedures.

- #### A. Permit required. A stormwater permit is required for all development and redevelopment disturbing one-half acre or more of land unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section. A stormwater permit will govern the design, installation, and construction of stormwater management and control practices on the site, including structural SCMs and elements of site design for stormwater management other than structural SCMs.

B. Effect of permit. A stormwater permit will govern the design, installation, and construction of stormwater management and control practices on the site, including structural SCMs and elements of site design for stormwater management other than structural SCMs.

The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the development or redevelopment site consistent with the requirements of this ordinance, whether the approach consists of structural SCMs or other techniques such as low-impact or low-density design. The permit does not continue in existence indefinitely after the completion of the project; rather, compliance after project construction is assured by the maintenance provisions of this ordinance.

C. B. Authority to file applications. All applications required pursuant to this Code will be submitted to the stormwater administrator by the land owner or the land owner's duly authorized agent.

D. C. Establishment of application requirements, schedule, and fees.

~~(1) — Before submitting a stormwater permit application the applicant will hold a concept plan and consultation meeting with the stormwater administrator.~~

(12) Application contents and form. The stormwater administrator will establish requirements for the content and form of all applications and will amend and update those requirements from time to time. At a minimum, the stormwater permit application will describe in detail how post-development stormwater runoff will be controlled and managed, the design of all stormwater facilities and practices, and how the proposed project will meet the requirements of this ordinance.

(23) Submission schedule. The stormwater administrator will establish a submission schedule for applications. The schedule will establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.

(34) Permit review fees. The town will establish permit review fees as well as policies regarding refund of any fees upon withdrawal of an application and may amend and update the fees and policies from time to time. ~~Are set forth in the town's schedule of fees.~~

D. Submittal of complete application. Applications will be submitted to the stormwater administrator pursuant to the application submittal schedule in the form established by the stormwater administrator, along with the fee set forth in the town's schedule of fees. If the stormwater administrator finds that an

application is incomplete, the applicant will be notified of the deficient elements and will be provided with an opportunity to submit a complete application.

- E. Review. ~~Within 15 working days~~ **After** ~~after~~ a complete application is submitted, the stormwater administrator will review the application and determine whether the application complies with the standards of this ordinance.
- (1) Approval. If the stormwater administrator finds that the application complies with the standards of this ordinance, the stormwater administrator will approve the application. The stormwater administrator may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.
 - (2) Fails to comply. If the stormwater administrator finds that the application fails to comply with the standards of this ordinance, the stormwater administrator will notify the applicant and shall indicate how the application fails to comply. **The applicant will have an opportunity to submit a revised application.**
 - (3) Reserved.
 - (4) Revision and subsequent review. A complete revised application will be reviewed by the stormwater administrator ~~within 15 working days~~ after its re-submittal and will be approved, approved with conditions or disapproved.

If a revised application is not re-submitted within 30 calendar days from the date the applicant was notified, the application will be considered withdrawn, and a new submittal for the same or substantially the same project will be required along with the appropriate fee for a new submittal.

One re-submittal of a revised application may be submitted within 30 calendar days without payment of an additional permit review fee. Any re-submittal after the first re-submittal will be accompanied by a permit review fee additional fee, as established by the adopted fee schedule.

8.2.13~~10~~ Applications **for approval.**

- A. Concept plan and consultation meeting **required**. Before a stormwater management permit application is deemed complete, the stormwater administrator or developer **may will** request a consultation on a concept plan for the post-construction stormwater management system to be utilized in the proposed development project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the requirements of the post-construction stormwater ordinance.

The following information should be included in the concept plan, which should be submitted in advance of the meeting:

- (1) Existing conditions/proposed site plans. Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (if available); boundaries of existing predominant vegetation; proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.
 - (2) Natural resources inventory. A written or graphic inventory of natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, geologic features, topography, wetlands, and native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide opportunities or constraints for development and stormwater management.
 - (3) Stormwater management system concept plan. A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.
- B. Stormwater management permit application. The stormwater management permit application will detail how post development stormwater runoff will be controlled and managed and how the proposed project will meet the requirements of this ordinance, including section 8.2. ~~14~~¹³, standards. All such plans will be prepared by a qualified registered North Carolina professional engineer or landscape architect, and the engineer or landscape architect will perform services only in their area of competence, and will verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards and policies found in the design manual, and that the designs and plans ensure compliance with this ordinance.

The submittal will include all of the information required in the submittal checklist established by the stormwater administrator. Incomplete submittals will be treated pursuant to section 8.2.~~12~~⁹.D.

- C. As-built plans and final approval. Upon completion of a project, and before a certificate of occupancy will be granted, the applicant will certify that the completed project is in accordance with the approved stormwater management plans and designs, and will submit actual "as built" plans for all stormwater management facilities or practices after final construction is completed.

The plans will show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans will certify, under seal, that the as built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance. A final inspection and approval by the stormwater administrator will occur before the release of any performance securities.

- D. Other permits. No certificate of compliance or occupancy will be issued by the building inspector without final as-built plans and a final inspection and approval by the stormwater administrator, except where multiple units are served by the stormwater practice or facilities, in which case the building inspector may elect to withhold 50 percent of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval has occurred.

8.2.~~14~~¹⁴ Approvals.

- A. Effect of approval. Approval authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. The approval will not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.
- B. Time limit/expiration. An approved plan will become null and void if the applicant fails to make substantial progress on the site within one year after the date of approval. The stormwater administrator may grant a single, one-year extension of this time limit, for good cause shown, upon receiving a written request from the applicant before the expiration of the approved plan.
- C. Permit renewal required for high-density projects. Post construction stormwater permits determined to be high-density are required to be renewed every eight years.
In granting an extension, the stormwater administrator may require compliance with standards adopted since the original application was submitted unless there has been substantial reliance on the original permit and the change in standards would infringe the applicant's vested rights.

8.2.15~~12~~ Appeals.

- A. *Right of appeal.* Any aggrieved person affected by any decision, order, requirement, or determination relating to the interpretation or application of this ordinance made by the stormwater administrator, may file an appeal to the board of adjustment within 30 days after receipt of said written decision, order, requirement or determination. Appeals shall proceed in conformance with NCGS 160D-405. The appeal shall be conducted as a quasi-judicial proceeding governed by NCGS 160D-406. Appeals from the board of adjustment shall be governed by NCGS 160D-1402.

SECTION 3: STANDARDS FOR POST-CONSTRUCTION STORMWATER MANAGEMENT

8.2.16~~13~~ General standards.

All proposed stormwater management design and methods submitted with a post-construction stormwater permit will meet the general standards of this section.

~~8.2.14 Development standards for all permitted projects.~~

~~High- and low-density projects will comply with each of the following standards requiring a stormwater permit:~~

A. Stormwater treatment.

(1) All stormwater treatment measures shall treat either:

- (a) The runoff volume from the disturbed area calculated utilizing the one-year, one-hour design storm rainfall depth; or
- (b) The difference in stormwater runoff volume between the pre- and post-development conditions for the one-year, 24-hour storm; whichever is greater.

(2) Runoff volume drawdown time shall be a minimum of 48 hours, but not more than 120 hours.

(3) All structural stormwater treatment systems used shall be designed to have a minimum of 85 percent average annual removal for total suspended solids (TSS).

~~Stormwater runoff from the development will be transported from the development by vegetated conveyances to the maximum extent practicable.~~

~~B. Project sites must employ low impact development (LID) practices to analyze the infiltration capacity of natural drainage of the site and develop a system of controls which mimic the existing, natural hydrology and which cumulatively capture and treat the runoff from the first inch of rainfall. LID practice may include any combination of site design techniques, and SCMs to store, infiltrate, evaporate, retain and detain runoff on the site to more closely replicate the pre-development runoff thereby limiting the increase in pollutant loads caused by development.~~

~~B. C.~~ All built-upon area will be at a minimum of 30 feet landward of all perennial and intermittent surface waters. A perennial or intermittent surface water will be deemed present if the feature is approximately shown on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture (USDA) or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS). An exception to this requirement may be allowed when surface waters are not present in accordance with the provisions of 15A NCAC 2B.0233 (3)(a) or similar site-specific determination made using Division-approved methodology. Encroachment allowances may be made as described in 4.3.2.

~~C. D.~~ **The measures will control and treat runoff from the first inch of rain. Runoff volume drawdown time will be a minimum of 48 hours, but not more than 120 hours.** ~~The approval of the stormwater permit will require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future development and redevelopment maintains the site consistent with the approved project plans.~~

~~D. E.~~ **General engineering design criteria for all projects will be in accordance with 15A NCAC 2H.1008(c), as explained in the design manual.** ~~The measures will control and treat runoff from the first inch of rain. Runoff volume drawdown time will be a minimum of 48 hours, but not more than 120 hours.~~

~~All structural stormwater treatment systems used to meet these requirements will be designed to have a minimum of 85 percent average annual removal for total suspended solids (TSS);~~

~~E. F.~~ **The approval of the stormwater permit will require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future development and redevelopment maintain the site consistent with the approved project plans.** ~~General engineering design criteria for all projects will be in accordance with 15A NCAC 2H.1008(c), as explained in the design manual;~~

8.2.17~~15~~ Standards for stormwater control measures.

~~Owners of property subject to this ordinance and required to install structural stormwater control measures will implement those measures in compliance with each of the following standards:~~

- A. Evaluation according to contents of design manual. All stormwater control measures and stormwater treatment practices (also referred to as Stormwater Control Measures, or SCMs) required under this ordinance will be evaluated by the stormwater administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice, in the design manual. The stormwater administrator shall determine whether proposed SCMs will be adequate to meet the requirements of this ordinance. ~~It is presumed that all standards in the design manual will result in a minimum of 85 percent average annual removal of total suspended solids.~~
- B. Determination of adequacy; presumptions and alternatives. Stormwater treatment practices that are designed, ~~and~~ constructed, and maintained in accordance with the criteria and specifications in the design manual will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the design manual, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The stormwater administrator may require the applicant to provide the documentation, calculations, and examples necessary for the stormwater administrator to determine whether such an affirmative showing is made.
- C. In addition to the standards for handling stormwater set out in the design manual, development and redevelopment that drains in whole or part to trout waters (class TR) waters shall design and implement the best stormwater practices that do not result in a sustained increase in receiving water temperature, while still meeting the other requirements of this ordinance. ~~Whenever LID practices are not achievable, or have not been demonstrated, the measures controlling the final runoff from the site shall control and treat the difference in stormwater runoff volume leaving the project site between pre- and post-development conditions for a minimum rate of ten year, 24-hour storm as determined by NOAA.~~
- D. Separation from seasonal high-water table. For SCMs that require a separation from the seasonal high-water table, the separation shall be provided by at least 12 inches of naturally occurring soil above the seasonal high-water table. ~~Peak stormwater runoff rates will be controlled for all development at or exceeding 24 percent built upon area or high-density projects as defined by this ordinance, for both LID and conventional approaches. The peak stormwater runoff release rates leaving the site during post-~~

~~construction conditions will be equal to or less than the pre-development peak stormwater runoff release rates for the one-year frequency, 24-hour duration storm event as determined by NOAA data for Black Mountain. The emergency overflow and outlet works for any pond or wetland constructed as a stormwater SCM will be capable of safely passing a discharge with a minimum recurrence frequency of 50 years. For detention basins, the temporary storage capacity will be restored within 72 hours. Requirements of the Dam Safety Act will be met when applicable.~~

- ~~E. No single SCM will receive runoff from an area greater than three acres, however the total drainage area from SCMs used in a series may exceed this maximum.~~
- ~~F. In addition to the standards for handling stormwater set out in the design manual, development and redevelopment that drains in whole or part to trout waters (class TR) waters shall design and implement the best stormwater practices that do not result in a sustained increase in receiving water temperature, while still meeting the other requirements of this ordinance.~~
- ~~G. In addition to the standards for stormwater handling set out in the design manual, development and redevelopment that drains in whole or part to nutrient sensitive waters (class NSW) will design and implement the best stormwater practices that reduce nutrient loading, while still meeting the other requirements of this ordinance.~~
- ~~H. Separation from seasonal high-water table. For SCMs that require a separation from the seasonal high-water table, the separation will be provided by at least 12 inches of naturally occurring soil above the seasonal high-water table.~~

8.2.18 Dedication of SCMs, facilities and improvements.

Unless otherwise approved by town council, ownership and maintenance responsibility of any existing or future stormwater management facilities will remain with the owner of the property or a legally established property owner's association. Such facilities will meet all the requirements of this ordinance and include adequate and perpetual access and sufficient area, be easement or otherwise, for inspection and regular maintenance. An owner of an interest may assume responsibility together with the owner. In such case, the owner of an interest will be considered a responsible owner of an interest.

8.2.19 ~~16~~ Variances.

- A. Any person may petition the Town of Black Mountain for a variance granting permission to use the person's land in a manner otherwise prohibited by this ordinance. The Town of Black Mountain may impose reasonable and appropriate conditions and safeguards upon any variance it grants. To qualify for a variance, the petitioner will show all of the following:

- (1) Unnecessary hardships would result from strict application of this ordinance.
- (2) The hardships result from conditions that are peculiar to the property, such as the location, size, or topography of the property.
- (3) The hardships did not result from actions taken by the petitioner.
- (4) The requested variance is consistent with the spirit, purpose, and intent of this ordinance; will secure public safety and welfare; and will preserve substantial justice.

B. Statutory exceptions. Notwithstanding subsection (A) of this section, exceptions from the 30-foot landward location of built-upon area requirement as well as the deed restrictions and protective covenants requirements will be granted in any of the following instances:

- (1) When there is a lack of practical alternatives for a road crossing, railroad crossing, bridge, airport facility, or utility crossing as long as it is located, designed, constructed, and maintained to minimize disturbance, provide maximum nutrient removal, protect against erosion and sedimentation, have the least adverse effects on aquatic life and habitat, and protect water quality to the maximum extent practicable through the use of SCMs.
 - (2) When there is a lack of practical alternatives for a stormwater management facility; a stormwater management pond; or a utility, including, but not limited to, water, sewer, or gas construction and maintenance corridor, as long as it is located 15 feet landward of all perennial and intermittent surface waters and as long as it is located, designed, constructed, and maintained to minimize disturbance, provide maximum nutrient removal, protect against erosion and sedimentation, have the least adverse effects on aquatic life and habitat, and protect water quality to the maximum extent practicable through the use of SCMs.
- i. 4. A lack of practical alternatives may be shown by demonstrating that, considering the potential for a reduction in size, configuration, or density of the proposed activity and all alternative designs, the basic project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impact to surface waters.

~~2. The stormwater runoff from the entire impervious area of the development is collected, treated and discharged so that it pass through a segment of the vegetative buffer and is managed so that~~

~~it otherwise complies with all applicable state and federal stormwater management requirements.~~

- C. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.**
- D. Consideration of the variance by the board of adjustment will be conducted as a quasi-judicial proceeding governed by NCGS 160D-406. Appeals from the board of adjustment will be governed by NCGS 160D-1402.**

8.2.~~20~~¹⁷ Reserved.

SECTION 4: MAINTENANCE

8.2.~~21~~¹⁸ General standards for maintenance of SCMS.

- A. Function of SCMs as intended. The owner of each structural SCM installed pursuant to this ordinance will maintain and operate the device(s) in accordance with the approved Operation and Maintenance Plan to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the structural SCM was designed.
- B. **Annual maintenance inspection and report. The person responsible for maintenance of any structure SCM installed pursuant to this ordinance will submit to the stormwater administrator an inspection report one of the following in 8.2.21(C). The inspection report will contain all of the following:**
- (1) The name and address of the owner;**
 - (2) The recorded book and page number of the lot of each structural SCM;**
 - (3) A statement that inspection was made of all structural SCMs;**
 - (4) The date the inspection was made;**
 - (5) A statement that inspected structural SCMs are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this ordinance; and**
 - (6) The original signature and seal (if applicable) of the qualified person certified by the North Carolina cooperative extension service for stormwater treatment practice inspection and maintenance.**
- C. B.** Required inspections. Post-construction permit holders will annually inspect their SCM(s) based on the minimum criteria for the SCM type, which is outlined in

their Operations and Maintenance (O&M) Agreement. These inspections can be conducted by the property owner, if they are a qualified professional, or any other qualified professional they choose to retain. For the purposes of this text, a qualified professional is defined as a NC State University (NCSU) Cooperative Extension Certified Stormwater SCM Inspection and Maintenance Inspector, NC professional engineer or landscape architect. The inspection will be kept on site and made available for inspection by the town. These inspections maintain compliance between the property owner and the town's post-construction stormwater ordinance.

~~C. Town inspection of private SCMs. The town will inspect low-density permit SCMs once per NPDES permit cycle. The town will inspect high-density permit SCMs twice per NPDES permit cycle. These inspections will be conducted by town staff or a contractor on behalf of the town to maintain the town's compliance with the town's NPDES Small MS4 permit.~~

~~D. (1) If the town finds issues with the SCM, the town will require maintenance/improvements to be made following the O&M agreement.~~

~~(2) If the town finds issues and no O M is recorded for the property, the conditions can be deemed a public nuisance, and the town can require abatement following the nuisance ordinance.~~

8.2.22~~19~~ Operation and maintenance agreement.

A. In general. Prior to the conveyance or transfer of any lot or building site to be served by a structural SCM pursuant to this ordinance, and prior to issuance of any permit for development or redevelopment requiring a structural SCM pursuant to this ordinance, the applicant or owner of the site must execute an operation and maintenance agreement that will be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the structural SCM. Until the transference of all property, sites, or lots served by the structural SCM, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.

The operation and maintenance agreement will require the owner or owners to maintain, repair and, if necessary, reconstruct the structural SCM, and will state the terms, conditions, and schedule of maintenance for the structural SCM. In addition, it will grant to Town of Black Mountain a right of entry in the event that the stormwater administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the structural SCM; however, in no case will the right of entry, of itself, confer an obligation on Town of Black Mountain to assume responsibility for the structural SCM. The operation and maintenance agreement must be approved by the stormwater administrator prior to plan approval, and it will be referenced on the final plat and will be recorded with the county register of deeds upon final plat approval.

A copy of the recorded maintenance agreement will be given to the stormwater administrator within 14 days following its recordation.

The Operation and Maintenance Agreement must be recorded with the Buncombe County Register of Deeds prior to issuance of Certificate of Occupancy.

B. Special requirement for homeowners' and other associations. For all structural SCMs required pursuant to this ordinance and that are to be or are owned and maintained by a homeowners' association, property owners' association, or similar entity, the required operation and maintenance agreement will include all of the following provisions:

- (1) Acknowledgment that the association will continuously operate and maintain the stormwater control and management facilities.
- (2) Establishment of an escrow account, which can be spent solely for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the structural SCMs. If structural SCMs are not performing adequately or as intended or are not properly maintained, the Town of Black Mountain, in its sole discretion, may remedy the situation, and in such instances the Town of Black Mountain will be fully reimbursed from the escrow account. Escrowed funds may be spent by the association for sediment removal, structural, biological or vegetative replacement, major repair, and reconstruction of the structural SCMs, provided that the Town of Black Mountain will first consent to the expenditure.
- (3) Both developer contribution and annual sinking funds will fund the escrow account. Prior to plat recordation or issuance of construction permits, whichever will first occur, the developer will pay into the escrow account an amount equal to 15 percent of the initial construction cost of the structural SCMs.

Two-thirds of the total amount of sinking fund budget will be deposited into the escrow account within the first five years and the full amount will be deposited within ten years following initial construction of the structural SCMs. Funds will be deposited each year into the escrow account. A portion of the annual assessments of the association will include an allocation into the escrow account. Any funds drawn down from the escrow account will be replaced in accordance with the schedule of anticipated work used to create the sinking fund budget.

- (4) The percent of developer contribution and lengths of time to fund the escrow account may be varied by the Town of Black Mountain depending on the design and materials of the stormwater control and management facility.

- (5) Granting to the Town of Black Mountain a right of entry to inspect, monitor, maintain, repair, and reconstruct structural SCMs.
- (6) Allowing the Town of Black Mountain to recover from the association and its member's any and all costs the Town of Black Mountain expends to maintain or repair the structural SCMs or to correct any operational deficiencies. Failure to pay the Town of Black Mountain all of its expended costs, after 45 days written notice, will constitute a breach of the agreement. In case of a deficiency, the Town of Black Mountain will thereafter be entitled to bring an action against the association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees will be added to the recovery.
- (7) A statement that this agreement will not obligate the Town of Black Mountain to maintain or repair any structural SCMs, and the Town of Black Mountain will not be liable to any person for the condition or operation of structural SCMs.
- (8) A statement that this agreement will not in any way diminish, limit, or restrict the right of the Town of Black Mountain to enforce any of its ordinances as authorized by law.
- (9) A provision indemnifying and holding harmless the Town of Black Mountain for any costs and injuries arising from or related to the structural SCM, unless the Town of Black Mountain has agreed in writing to assume the maintenance responsibility for the SCM and has accepted dedication of any and all rights necessary to carry out that maintenance.

8.2.23~~20~~ Inspection program.

A. Inspections and inspection programs by Town of Black Mountain may be conducted or established on any reasonable basis, including, but not limited to, routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in SCMs; and evaluating the condition of SCMs.

B. Town inspection of private SCMs. The town will inspect low-density permit SCMs once per NPDES permit cycle. The town will inspect high-density permit SCMs twice per NPDES permit cycle. These inspections will be conducted by town staff or a contractor on behalf of the town to maintain the town's compliance with the town's NPDES Small MS4 permit.

- C. If the town finds issues with the SCM, the town will require maintenance/improvements to be made following the O&M agreement.**
- D. If the town finds issues and no O&M agreement is recorded for the property, the conditions can be deemed a public nuisance and the town can require abatement following the nuisance ordinance.**
- E.** the owner or occupant of any property refuses to permit such inspection, the stormwater administrator will proceed to obtain an administrative search warrant pursuant to G.S. 15-27.2 or its successor. No person will obstruct, hamper or interfere with the stormwater administrator while carrying out his or her official duties.

8.2.24~~21~~ Performance security for installation and maintenance.

- A. May be required. The Town of Black Mountain may, at its discretion, require the submittal of a performance security or bond with surety, cash escrow, letter of credit or other acceptable legal arrangement prior to issuance of a permit in order to ensure that the structural SCMs are:
- (1) Installed by the permit holder as required by the approved stormwater management plan, and/or
 - (2) Maintained by the owner as required by the operation and maintenance agreement.
- B. Amount.
- (1) Installation. The amount of an installation performance security will be the total estimated construction cost of the SCMs approved under the permit, plus 25 percent.
 - (2) Maintenance. The amount of a maintenance performance security will be the present value of an annuity of perpetual duration based on a reasonable estimate of the annual cost of inspection, operation and maintenance of the SCMs approved under the permit, at a discount rate that reflects the jurisdiction's cost of borrowing minus a reasonable estimate of long-term inflation.
- C. Uses of performance security.
- (1) Forfeiture provisions. The performance security will contain forfeiture provisions for failure, after proper notice, to complete work within the time specified, or to initiate or maintain any actions which may be required of the applicant or owner in accordance with this ordinance, approvals issued pursuant to this ordinance, or an operation and maintenance agreement established pursuant to this ordinance.

- (2) Default. Upon default of the owner to construct, maintain, repair and, if necessary, reconstruct any structure SCM in accordance with the applicable permit or operation and maintenance agreement, the stormwater administrator will obtain and use all or any portion of the security to make the necessary improvements based on an engineering estimate. Such expenditure of funds will only be made after requesting the owner to comply with the permit or maintenance agreement. In the event of a default triggering the use of installation performance security, the Town of Black Mountain will not return any of the unused deposited cash funds or other security, which will be retained for maintenance.
- (3) Costs in excess of performance security. If Town of Black Mountain takes action upon such failure by the applicant or owner, the Town of Black Mountain may collect from the applicant or owner the difference between the amount of the reasonable cost of such action and the amount of the security held, in addition to any other penalties or damages due.
- (4) Refund. Within 60 days of the final approval, the installation performance security will be refunded to the applicant or terminated, except any amount attributable to the cost (plus 25 percent) of landscaping installation and ongoing maintenance associated with the SCMs covered by the security unless a separate landscaping and ongoing maintenance security has been provided. Any such landscaping will be inspected one year after installation with replacement for compliance with the approved plans and specifications and, if in compliance, the portion of the financial security attributable to landscaping will be released.

8.2.~~25~~²² Notice to owners.

- A. Deed recordation and indications on plat. The applicable operations and maintenance agreement, conservation easement, or dedication and acceptance into public maintenance (whichever is applicable), pertaining to every structural SCM will be referenced on the final plat and will be recorded with the county register of deeds upon final plat approval. If no subdivision plat is recorded for the site, then the operations and maintenance agreement, ~~conservation easement, or dedication and acceptance into public maintenance, whichever is applicable,~~ will be recorded with the county register of deeds so as to appear in the chain of title of all subsequent purchasers under generally accepted searching principles.

~~The Operation and Maintenance Agreement must be recorded with the Buncombe County Register of Deeds prior to issuance of Certificate of Occupancy.~~

- B. Signage. Where appropriate in the determination of the stormwater administrator to assure compliance with this ordinance, structural SCMs will be posted with a

conspicuous sign stating who is responsible for required maintenance and annual inspection. The sign will be maintained so as to remain visible and legible.

8.2.~~26~~²³ Records of installation and maintenance activities.

The owner of each structural SCM will keep records of inspections, maintenance, and repairs for **at least five years from the date of creation of the record** and will submit the same upon reasonable request to the stormwater administrator.

8.2.~~27~~²⁴ Nuisance.

The owner of each stormwater SCM, whether structural or non-structural SCM, will maintain it so as not to create or result in a nuisance condition.

~~8.2.²⁸25 Maintenance easement.~~

~~Every structural SCM installed pursuant to this ordinance will be made accessible for adequate maintenance and repair by a maintenance easement. The easement will be recorded and its terms will specify who may make use of the easement and for what purpose.~~

SECTION 5: ENFORCEMENT AND VIOLATIONS FOR COMPLIANCE AND PERMITS

8.2.~~28~~²⁶ General **enforcement and violations.**

- A. Authority to enforce. The provisions of this ordinance will be enforced by the stormwater administrator, or any authorized agent of Town of Black Mountain. Whenever this section refers to the stormwater administrator, it includes his or her designee as well as any authorized agent of Town of Black Mountain.
- B. Violation unlawful. Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this ordinance, or the terms or conditions of any permit or other development or redevelopment approval or authorization granted pursuant to this ordinance, is unlawful and will constitute a violation of this ordinance.
- ~~C.~~ Each day a separate offense. Each day that a violation continues will constitute a separate and distinct violation or offense.
- ~~C.~~ D. Responsible persons/entities. Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair or maintain any structure, SCM, practice, or condition in violation of this ordinance will be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs,

creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs.

For the purposes of this article, responsible person(s) will include but not be limited to:

- (1) Person maintaining condition resulting in or constituting violation. An architect, engineer, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take appropriate action, so that a violation of this ordinance results or persists.
- (2) Responsibility for land or use of land. The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person, who has control over, or responsibility for, the use, development or redevelopment of the property.

8.2.2927 Remedies and penalties.

The remedies and penalties provided for violations of this ordinance, whether civil or criminal, will be cumulative and in addition to any other remedy provided by law, and may be exercised in any order.

A. Remedies.

- (1) Withholding of certificate of occupancy. The stormwater administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (2) Disapproval of subsequent permits and development approvals. As long as a violation of this ordinance continues and remains uncorrected, the stormwater administrator or other authorized agent may withhold, and the planning board may disapprove, any request for permit or development approval or authorization provided for by this ordinance or the subdivision for the land on which the violation occurs.

- (3) Injunction, abatements, etc. The stormwater administrator, with the written authorization of the town manager, may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of this ordinance. Any person violating this ordinance will be subject to the full range of equitable remedies provided in the General Statutes or at common law.
 - (4) Correction as public health nuisance, costs as lien, etc. If the violation is deemed dangerous or prejudicial to the public health or public safety and is within the geographic limits of the Town of Black Mountain G.S. 160A-193, the stormwater administrator, with the written authorization of the town manager, may cause the violation to be corrected and the costs to be assessed as a lien against the property.
 - (5) Stop work order. The stormwater administrator may issue a stop work order to the person(s) violating this ordinance. The stop work order will remain in effect until the person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order may be withdrawn or modified to enable the person to take the necessary remedial measures to cure such violation or violations.
- B. Civil penalties. Violation of this ordinance may subject the violator to a civil penalty to be recovered in a civil action in the nature of a debt if the violator does not pay the penalty within 30 days after notice of the violation is issued by the stormwater administrator. Civil penalties may be assessed up to the full amount of penalty to which the Town of Black Mountain is subject for violations of its Phase II Stormwater permit, or if no Phase II Stormwater permit exists for the jurisdiction, civil penalties may be assessed up to the full amount allowed by law.

8.2. ~~3028~~ **Enforcement procedures** ~~Procedures~~.

- A. Initiation/complaint. Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint will state fully the alleged violation and the basis thereof, and will be filed with the stormwater administrator, who will record the complaint. The complaint will be investigated promptly by the stormwater administrator.
- B. Inspection. The stormwater administrator will have the authority, upon presentation of proper credentials, to enter and inspect any land, building, structure, or premises to ensure compliance with this ordinance.

- C. Notice of violation and order to correct. When the stormwater administrator finds that any building, structure, or land is in violation of this ordinance, the stormwater administrator will notify, in writing, the property owner or other person violating this ordinance. The notification will indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation. If civil penalties are to be assessed, the notice of violation will also contain a statement of the civil penalties to be assessed, the time of their accrual, and the time within which they must be paid or be subject to collection as a debt.

The stormwater administrator may deliver the notice of violation and correction order personally, by the Code Enforcement staff, by certified or registered mail, return receipt requested, or by any means authorized for the service of documents by Rule 4 of the North Carolina Rules of Civil Procedure. If a violation is not corrected within a reasonable period of time, as provided in the notification, the stormwater administrator may take appropriate action under this ordinance to correct and abate the violation and to ensure compliance with this ordinance.

- D. Extension of time. A person who receives a notice of violation and correction order, or the owner of the land on which the violation occurs, may submit to the stormwater administrator a written request for an extension of time for correction of the violation. On determining that the request includes enough information to show that the violation cannot be corrected within the specified time limit for reasons beyond the control of the person requesting the extension, the stormwater administrator may extend the time limit as is reasonably necessary to allow timely correction of the violation, up to, but not exceeding 60 days. The stormwater administrator may grant 60-day extensions in addition to the foregoing extension if the violation cannot be corrected within the permitted time due to circumstances beyond the control of the person violating this ordinance. The stormwater administrator may grant an extension only by written notice of extension. The notice of extension will state the date prior to which correction must be made, after which the violator will be subject to the penalties described in the notice of violation and correction order.
- E. Enforcement after time to correct. After the time has expired to correct a violation, including any extension(s) if authorized by the stormwater administrator, the stormwater administrator will determine if the violation is corrected. If the violation is not corrected, the stormwater administrator may act to impose one or more of the remedies and penalties authorized by this ordinance.
- F. Emergency enforcement. If delay in correcting a violation would seriously threaten the effective enforcement of this ordinance or pose an immediate danger to the public health, safety, or welfare, then the stormwater administrator may order the immediate cessation of a violation. Any person so ordered will

cease any violation immediately. The stormwater administrator may seek immediate enforcement, without prior written notice, through any remedy or penalty authorized by this article.

SECTION 6: ILLICIT DISCHARGE DEFINITIONS

8.2.31 Sec. 20-390. Purpose.

The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of illicit discharges into municipal stormwater systems. It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources.

The ordinance seeks to meet the requirements for the town's National Pollution Discharge Elimination Systems (NPDES) permit.

8.2.32 Sec. 20-391. Applicability and jurisdiction.

The following article regarding illicit discharges and connections to public stormwater systems applies to all parcels in the incorporated areas of the Town of Black Mountain.

8.2.33 Sec. 20-392. Severability.

If the provisions of any section, subsection, paragraph, subdivision, or clause of this article will ~~shall~~ be adjudged invalid by a court of competent jurisdiction, such judgement will ~~shall~~ not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this article.

8.2.34 Sec. 20-393. Effective date.

This article will ~~shall~~ take effect on September 14, 2026 ~~December 1, 2019.~~

8.2.35 Sec. 20-394. Illicit discharges and connections.

(a) *Illicit discharges.*

- (1) No person will ~~shall~~ cause or allow the direct-piping of untreated waste water, discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the state, or upon the land in a manner and amount that the substance is likely to reach a stormwater conveyance or the waters of the state, any liquid, solid, gas, or other substance, other than stormwater. Prohibited substances include but are not limited to oil, anti-freeze, chemicals, animal waste, paints, garbage, and litter.

(2) Non-stormwater discharges associated with the following activities are allowed provided that they do not significantly impact water quality:

- a. Water line flushing;**
- b. Landscape irrigation;**
- c. Diverted stream flows;**
- d. Rising ground waters;**
- e. Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));**
- f. Uncontaminated pumped ground water;**
- g. Discharges from potable water sources;**
- h. Foundation drains;**
- i. Air conditioning condensation;**
- j. Irrigation water;**
- k. Springs;**
- l. Water from crawl space pumps;**
- m. Footing drains;**
- n. Lawn watering;**
- o. Individual residential car washing;**
- p. Flows from riparian habitats and wetlands;**
- q. Dechlorinated swimming pool discharges;**
- r. Street wash water; and**
- s. Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by the State of North Carolina, and provided that any such discharges to the municipal separate stormwater sewer system shall be authorized by the Town of Black Mountain.**

(b) *Illicit connections.* Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in the subsection above are unlawful.

(1) Prohibited connections include, but are not limited to: floor drains, waste water from washing machines or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and waste water from septic systems.

(2) Where such connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance prohibiting such connections, the property owner or the person using said connection will ~~shall~~ remove the connection within one

year following the effective date of this article. However, the one-year grace period will ~~shall~~ not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

(3) Where it is determined that said connection:

- a. May result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or
- b. Was made in violation of any applicable regulation or ordinance, other than this section; the stormwater administrator will ~~shall~~ designate the time within which the connection shall be removed. In setting the time limit for compliance, the stormwater administrator will ~~shall~~ take into consideration:
 1. The quantity and complexity of the work,
 2. The consequence of the delay,
 3. The potential harm to the environment, to the public health, and to public and private property, and
 4. The cost of remedying the damage.

(c) Spills. Spills or leaks of polluting substances released, discharged to, or having the potential to be released or discharged to the stormwater conveyance system, will ~~shall~~ be contained, controlled, collected, and properly disposed. All affected areas will ~~shall~~ be restored to their preexisting condition. Persons in control of the polluting substances immediately prior to their release or discharge, and persons owning the property on which the substances were released or discharged, shall immediately notify the fire chief of the release or discharge, as well as making any required notifications under state and federal law. Notification will ~~shall~~ not relieve any person of any expenses related to the restoration, loss, damage, or any other liability which may be incurred as a result of said spill or leak, nor will ~~shall~~ such notification relieve any person from other liability which may be imposed by state or other law.

8.2.36 ~~Sec. 20-395.~~ Violations and enforcement.

- (a) Violations continue.** Any violation of provisions existing on the effective date of this article will ~~shall~~ continue to be a violation under this article and be subject to penalties and enforcement under this article.
- (b) Notice of violation and enforcement.** Illicit discharges and illicit connections which exist within the Town of Black Mountain are hereby bound, deemed, and declared to be dangerous or prejudiced to the public health or public safety and are found, deemed, and declared to be public nuisances. Such

public nuisances will ~~shall~~ be abated in accordance with the procedures set forth in Chapter 1 of the Town of Black Mountain Land Use Code ~~Chapter 20 of the Town of Black Mountain Code of Ordinances.~~

Part 2. Other Prohibited Waste

8.2.37 ~~Sec. 30-396.~~ Domestic animal waste.

(a) *Findings.* Pet waste is a serious water quality and public health issue for the Black Mountain community. Stormwater runoff washes bacteria, parasites, viruses, and nutrients from pet waste directly into our water ways. Poor water quality caused by pet waste can cause recreational swimming advisories, algal blooms, low dissolved oxygen levels, and impaired aquatic habitats. Fecal coliform bacteria, found in the feces of warm-blooded animals, can indicate that water is unsafe for human contact like fishing, swimming, and drinking. Many diseases can be spread to humans from pet waste as well. A strong pet waste ordinance encourages citizens to be responsible for cleaning up their animal's waste in order to keep our waterways clean and safeguard public health.

(b) *Restrictions on domestic animal waste.*

- (1) No person in custody or control of any animal will ~~shall~~ allow said animal to discharge any fecal matter on any public property unless the person in custody or control of said animal immediately and fully removes and disposes of the feces. Such public properties include, but are not limited to, streets, sidewalks, plazas, parks, rights-of-way, paths, public access areas, storm drains, ditches, streams, creeks, drainageways, other publicly owned property, and dedicated and officially accepted easements.
- (2) It will ~~shall~~ be unlawful for the owner or custodian of any animal to take it off its own property without the means to properly and immediately remove and dispose of the animal's feces from any public property. "Means to properly and immediately remove and dispose of the animal's feces" will ~~shall~~ consist of having on one's person a device such as a plastic bag or other suitable "scooper," that can be used to fully clean up and contain the animal's waste until it can be deposited in a closed trash receptacle or other appropriate refuse container. Such a device must be produced and shown upon request to anyone authorized to enforce this article.
- (3) This provision will ~~shall~~ not apply to a service animal accompanying a person with a disability or to an animal being used by law enforcement officers when doing so would prevent the officers from carrying out their official responsibilities.
- (4) "Public nuisance" is defined to include "any animal which deposits feces on public property when the person owning, possessing, harboring, or

having the care, charge, control, or custody of the animal fails to remove the feces so deposited.

8.2.38 ~~Sec. 20-397.~~ Debris in stormwater drainage system.

(a) *Findings.* Yard waste such as leaves, grass clippings, and soil/sediment can cause significant water quality problems when it is blown or directed into the stormwater system. Water quality problems include algal blooms and aquatic weed growth, oxygen depletion, fish kills, and impaired aquatic habitats. In addition, when the stormwater system is clogged with yard waste it can cause street and property flooding.

(b) *Restrictions on debris.*

- (1)** It will ~~shall~~ be unlawful for any person to rake, sweep, blow, wash, direct or place any debris, including but not limited to yard waste, grass clippings, leaves, sediment, trash, or debris of any kind into the storm drainage system of the town, including any streets, storm drains, ditches, swales, streams, lakes, culverts, rights-of-way, dedicated easements, or in any other area where it might impede the flow of water through the storm drainage system of the town. A violation of section 20-397 will ~~shall~~ constitute a civil penalty in the amount of \$50.00 a day, with each day being a separate and distinct offense.
- (2)** It will ~~shall~~ be the duty of all property owners within the town to take adequate precautions on their property to ensure positive drainage on their property. Such drainage may be provided either through natural or artificial drains found to be adequate by the public works director or his/her designee. The owner will ~~shall~~ keep all ditches, drains, swales, and drainage routes free from obstructions which would impede the flow of water.
- (3)** When it ~~shall~~ appears to the public works director or his/her designee that drainage facilities or drainageways on any private property are, for any reason, inadequate and prior notice has not resulted in correction of the problem conditions, he will ~~shall~~ notify the owner of the property by registered or certified mail what corrective measures are required to render the drainage adequate. The notice to the owner will ~~shall~~ specify a reasonable time within which the corrective measures should be taken. Notice to the owner whose address is unknown will ~~shall~~ be given to the person in whose name the property is listed for taxation at the address shown on the tax records or to the agent of the owner whose name appears upon the tax records.
- (4)** If such corrective measures are not taken as required in the notice to the owner, the public works director or his/her designee, upon approval by the town council, may enter upon such premises and take the corrective measures required and the town council may assess the cost thereof against the owner of the property and such assessment shall become a lien on the property which will ~~shall~~ be collected as a money judgment.

- (5) Any condition in violation of this section will ~~shall~~ constitute a public nuisance, subject to abatement as set forth in section 1.10.8 of the land use code.
- (6) The following are preferred best management practices (BMPs) for yard waste and debris:
- a. Prevent yard waste and debris from entering the street, storm drain, ditch, or other parts of the drainage system.
 - b. Direct or blow yard waste back onto a lawn or landscape area.
 - c. Sweep, rake, and/or collect yard waste instead of hosing/sweeping off driveways, sidewalks or other impervious surfaces.
 - d. Leave grass clippings on the lawn to decompose quickly and act as a natural fertilizer and soil conditioner ("grass cycle").
 - e. Compost yard debris for use in the lawn, garden, or landscape.
 - f. Collect and contain yard waste for town collection service according to specific yard waste collection policies. Do not use the town trash cart for yard waste or debris.
 - g. Collect and dispose of waste at a legally authorized yard waste collection facility.

~~8.2.29 Terms Defined.~~

~~When used in this ordinance, the following words and terms will have the meaning set forth in this section, unless other provisions of this ordinance specifically indicate otherwise.~~

~~**Built-upon area (BUA):** That portion of a development project that is covered by impervious or partially impervious surface including, but not limited to, buildings; pavement and gravel areas such as roads, parking lots, and paths; and recreation facilities such as tennis courts. "Built-upon area" does not include a wooden slatted deck, the water area of a swimming pool, or pervious or partially pervious paving material to the extent that the paving material absorbs water or allows water to infiltrate through the paving material.~~

~~**Department:** The North Carolina Department of Environment and Natural Resources.~~

~~**Design manual:** All references herein to the Design Manual are to the latest published edition or revision as published by the North Carolina Department of Environmental Quality.~~

~~**Development:** Any land-disturbing activity that increases the amount of built-upon area or that otherwise decreases the infiltration of precipitation into the soil.~~

~~*Disturbance of land:* Any man-made change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics including construction activity such as clearing, grading, excavation, or the filling of land.~~

~~*Division:* The Division of Water Quality in the Department.~~

~~*High-density project:* High-density projects shall comply with the requirements set forth in Rule .1003(3). See 15A NCAC 02H.1003 for calculation of project density and requirements for high-density projects.~~

~~*Impervious:* Not allowing fluid to pass through.~~

~~*Larger common plan of development or sale:* Any area where multiple separate and distinct construction or land-disturbing activities will occur under one plan. A plan is any announcement or piece of documentation (including, but not limited to, a sign, public notice or hearing, sales pitch, advertisement, loan application, drawing, permit application, zoning request, or computer design) or physical demarcation (including, but not limited to, boundary signs, lot stakes, or surveyor markings) indicating that construction activities may occur on a specific plot.~~

~~*Low-density project:* A project shall be considered a low-density project if it meets the low-density criteria set forth in Rule .1003(2) and contains no more than 24 percent built-upon area or no more than two dwelling units per acre. See 15A NCAC 02H.1003 for calculation of project density and requirements for low-density projects.~~

~~*Low-impact development:* The term low-impact development (LID) refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat. LID is an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. There are many practices that have been used to adhere to these principles such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels and permeable pavements.~~

~~*25-year, 24-hour storm:* The surface runoff resulting from a 24-hour rainfall of an intensity expected to be equaled or exceeded, on average, once in 25 years and with a duration of 24 hours as defined by the National Weather Service.~~

~~*Owner:* The legal or beneficial owner of land, including, but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, or long-term or commercial lessee, or any other person or entity holding proprietary rights in the property or having legal power of management and control of the property. "Owner" shall include long-term commercial tenants; management entities, such as those charged with or engaged in the management of properties for profit; and every person or entity having joint ownership of the property. A secured lender not in possession of the property does not~~

~~constitute an owner, unless the secured lender is included within the meaning of "owner" under another description in this definition, such as a management entity.~~

~~*Post-construction:* The point in which construction activity has been concluded prior to issuing a certificate of occupancy or otherwise putting the property into use.~~

~~*Redevelopment:* Any development on previously developed land, other than a rebuilding activity that results in no net increase in built-upon area and provides equal or greater storm water control than the previous development.~~

~~*Stormwater control measure (formally known as best management practice):* An alternation of land or physical device engineered and/or designed to trap, settle out, or filter pollutants from stormwater runoff; to alter or reduce stormwater runoff velocity, amount, timing, or other characteristics; to approximate the pre-development hydrology on a developed site; or to achieve any combination of these goals. Structural SCM includes physical practices such as constructed wetlands, vegetative practices, filter strips, grassed swales, and other methods installed or created on real property. "Structural SCM" is synonymous with "structural practice," "stormwater control facility," "stormwater control practice," "stormwater treatment practice," "stormwater management practice," "stormwater control measures," "structural stormwater treatment systems," and similar terms used in this ordinance.~~

~~*Substantial progress:* For the purposes of determining whether substantial progress has been made on an approved plan, one or more of the following construction activities toward the completion of a site or subdivision plan shall occur: obtaining a grading permit and conducting grading activity on a continuous basis and not discontinued for more than 30 days; or installation and approval of on-site infrastructure; or obtaining a building permit for the construction and approval of a building foundation. "Substantial progress" for purposes of determining whether an approved plan is null and void is not necessarily the same as "substantial expenditures" used for determining vested rights pursuant to applicable law.~~

Chapter 20

ARTICLE X. – ILLICIT DISCHARGE

Sec. 20-390. – Purpose.

~~—The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of illicit discharges into municipal stormwater systems. It has been determined that property management of stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety and general welfare; and protect water and aquatic resources.~~

~~—The ordinance seeks to meet the requirements for the town's National Pollution Discharge Elimination Systems (NPDES) permit.~~

~~Sec. 20-391. Applicability and jurisdiction.~~

~~The following article regarding illicit discharges and connections to public stormwater systems applies to all parcels in the incorporated areas of the Town of Black Mountain.~~

~~Sec. 20-392. — Severability.~~

~~If the provisions of any section, subsection, paragraph, subdivision, or clause of this article shall be adjudged invalid by a court of competent jurisdiction, such judgement shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this article.~~

~~Sec. 20-393. — Effective date.~~

~~— This article shall take effect on December 1, 2019.~~

~~Sec. 20-394. Illicit discharges and connections.~~

~~(a) Illicit discharges.~~

- ~~(1) No person shall cause or allow the direct piping of untreated waste water, discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the state, or upon the land in a manner and amount that the substance is likely to reach a stormwater conveyance or the waters of the state, any liquid, solid, gas, or other substance, other than stormwater. Prohibited substances include but are not limited to oil, anti-freeze, chemicals, animal waste, paints, garbage, and litter.~~
- ~~(2) Non-stormwater discharges associated with the following activities are allowed provided that they do not significantly impact water quality:~~
 - ~~a. — Water line flushing;~~
 - ~~b. — Landscape irrigation;~~
 - ~~c. — Diverted stream flows;~~
 - ~~d. — Rising ground waters;~~
 - ~~e. — Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));~~
 - ~~f. — Uncontaminated pumped ground water;~~
 - ~~g. — Discharges from potable water sources;~~
 - ~~h. — Foundation drains;~~
 - ~~i. — Air conditioning condensation;~~

- ~~j.—Irrigation water;~~
- ~~k.—Springs;~~
- ~~l.—Water from crawl space pumps;~~
- ~~m.—Footing drains;~~
- ~~n.—Lawn watering;~~
- ~~o.—Individual residential car washing;~~
- ~~p.—Flows from riparian habitats and wetlands;~~
- ~~q.—Dechlorinated swimming pool discharges;~~
- ~~r.—Street wash water; and~~
- ~~s.—Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by the State of North Carolina, and provided that any such discharges to the municipal separate stormwater sewer system shall be authorized by the Town of Black Mountain.~~

~~(b) *Illicit connections.* Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in the subsection above are unlawful.~~

~~(1) Prohibited connections include, but are not limited to: floor drains, waste water from washing machines or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and waste water from septic systems.~~

~~(2) Where such connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance prohibiting such connections, the property owner or the person using said connection shall remove the connection within one year following the effective date of this article. However, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.~~

~~(3) Where it is determined that said connection:~~

~~a.—May result in the discharge of hazardous materials or may pose an immediate threat to health and safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or~~

~~b.—Was made in violation of any applicable regulation or ordinance, other than this section; the stormwater administrator shall designate the time within which the connection shall be removed. In setting the time limit for compliance, the stormwater administrator shall take into consideration:~~

~~1.—The quantity and complexity of the work,~~

~~2.—The consequence of the delay,~~

~~3.—The potential harm to the environment, to the public health, and to public and private property, and~~

~~4.—The cost of remedying the damage.~~

~~(c) *Spills.* Spills or leaks of polluting substances released, discharged to, or having the potential to released or discharged to the stormwater conveyance system, shall be contained, controlled, collected, and properly disposed. All affected areas shall be restored to their preexisting condition. Persons in control of the polluting substances immediately prior to their release or discharge, and persons owning the property on which the substances were released or discharged, shall immediately notify the fire chief of the release or discharge, as well as making any required notifications under state and federal law. Notification shall not relieve any person of any expenses related to the restoration, loss, damage, or any other liability which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability which may be imposed by state or other law.~~

~~Sec. 20-395. — Violations and enforcement.~~

~~(a) *Violations continue.* Any violation of provisions existing on the effective date of this article shall continue to be a violation under this article and be subject to penalties and enforcement under this article.~~

~~(b) *Notice of violation and enforcement.* Illicit discharges and illicit connections which exist within the Town of Black Mountain are hereby bound, deemed, and declared to be dangerous or prejudiced to the public health or public safety and are found, deemed, and declared to be public nuisances. Such public nuisances shall be abated in accordance with the procedures set forth in Chapter 20 of the Town of Black Mountain Code of Ordinances.~~

~~Part 2. Other Prohibited Waste~~

~~Sec. 30-396. — Domestic animal waste.~~

~~(a) *Findings.* Pet waste is a serious water quality and public health issue for the Black Mountain community. Stormwater runoff washes bacteria, parasites, viruses, and nutrients from pet waste directly into our water ways. Poor water quality caused by pet waste can cause recreational swimming advisories, algal blooms, low dissolved oxygen levels, and impaired aquatic habitats. Fecal coliform bacteria, found in the feces of warm-blooded animals, can indicate that water is unsafe for human contact like fishing, swimming, and drinking. Many diseases can be spread to humans from pet waste as well. A strong pet waste ordinance encourages citizens to be responsible for cleaning up their animal's waste in order to keep our waterways clean and safeguard public health.~~

~~(b) *Restrictions on domestic animal waste.*~~

- ~~(1) No person in custody or control of any animal shall allow said animal to discharge any fecal matter on any public property unless the person in custody or control of said animal immediately and fully removes and disposes of the feces. Such public properties include, but are not limited to, streets, sidewalks, plazas, parks, rights-of-way, paths, public access areas, storm drains, ditches, streams, creeks, drainageways, other publicly owned property, and dedicated and officially accepted easements.~~
- ~~(2) It shall be unlawful for the owner or custodian of any animal to take it off its own property without the means to properly and immediately remove and dispose of the animal's feces from any public property. "Means to properly and immediately remove and dispose of the animal's feces" shall consist of having on one's person a device such as a plastic bag or other suitable "scooper," that can be used to fully clean up and contain the animal's waste until it can be deposited in a closed trash receptacle or other appropriate refuse container. Such a device must be produced and shown upon request to anyone authorized to enforce this article.~~
- ~~(3) This provision shall not apply to a service animal accompanying a person with a disability or to an animal being used by law enforcement officers when doing so would prevent the officers from carrying out their official responsibilities.~~
- ~~(4) "Public nuisance" is defined to include "any animal which deposits feces on public property when the person owning, possessing, harboring, or having the care, charge, control, or custody of the animal fails to remove the feces so deposited.~~

~~Sec. 30-397. — Debris in stormwater drainage system.~~

- ~~(a) Findings. Yard waste such as leaves, grass clippings, and soil/sediment can cause significant water quality problems when it is blown or directed into the stormwater system. Water quality problems include algal blooms and aquatic weed growth, oxygen depletion, fish kills, and impaired aquatic habitats. In addition, when the stormwater system is clogged with yard waste it can cause street and property flooding.~~
- ~~(b) Restrictions on debris.~~
 - ~~(1) It shall be unlawful for any person to rake, sweep, blow, wash, direct or place any debris, including but not limited to yard waste, grass clippings, leaves, sediment, trash, or debris of any kind into the storm drainage system of the town, including any streets, storm drains, ditches, swales, streams, lakes, culverts, rights-of-way, dedicated easements, or in any other area where it might impede the flow of water through the storm drainage system of the town. A violation of section 20-397 shall constitute a civil penalty in the amount of \$50.00 a day, with each day being a separate and distinct offense.~~
 - ~~(2) It shall be the duty of all property owners within the town to take adequate precautions on their property to ensure positive drainage on their property.~~

~~Such drainage may be provided either through natural or artificial drains found to be adequate by the public works director or his/her designee. The owner shall keep all ditches, drains, swales, and drainage routes free from obstructions which would impede the flow of water.~~

- ~~(3) When it shall appear to the public works director or his/her designee that drainage facilities or drainageways on any private property are, for any reason, inadequate and prior notice has not resulted in correction of the problem conditions, he shall notify the owner of the property by registered or certified mail what corrective measures are required to render the drainage adequate. The notice to the owner shall specify a reasonable time within which the corrective measures should be taken. Notice to the owner whose address is unknown shall be given to the person in whose name the property is listed for taxation at the address shown on the tax records or to the agent of the owner whose name appears upon the tax records.~~
- ~~(4) If such corrective measures are not taken as required in the notice to the owner, the public works director or his/her designee, upon approval by the town council, may enter upon such premises and take the corrective measures required and the town council may assess the cost thereof against the owner of the property and such assessment shall become a lien on the property which shall be collected as a money judgment.~~
- ~~(5) Any condition in violation of this section shall constitute a public nuisance, subject to abatement as set forth in section 1.10.8 of the land use code.~~
- ~~(6) The following are preferred best management practices (BMPs) for yard waste and debris:
 - ~~a. Prevent yard waste and debris from entering the street, storm drain, ditch, or other parts of the drainage system.~~
 - ~~b. Direct or blow yard waste back onto a lawn or landscape area.~~
 - ~~c. Sweep, rake, and/or collect yard waste instead of hosing/sweeping off driveways, sidewalks or other impervious surfaces.~~
 - ~~d. Leave grass clippings on the lawn to decompose quickly and act as a natural fertilizer and soil conditioner ("grass cycle").~~
 - ~~e. Compost yard debris for use in the lawn, garden, or landscape.~~
 - ~~f. Collect and contain yard waste for town collection service according to specific yard waste collection policies. Do not use the town trash cart for yard waste or debris.~~
 - ~~g. Collect and dispose of waste at a legally authorized yard waste collection facility.~~~~

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 14th day of September 2026.

C. Michael Sobol, Mayor

ATTEST:

Wesley M. Barker, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Michael Sobol, Mayor **MEETING DATE:** September 14, 2026
AGENDA SECTION: Unfinished Business **DEPARTMENT:** Administration
TITLE OF ITEM: Discussion of Public Safety Building Facilities

SUGGESTED MOTION(S):

n/a- discussion only.

SUMMARY:

Mayor Sobol has requested this agenda item to discuss the Public Safety facilities that include the existing building and forthcoming modular units for Police and Fire.

BUDGET IMPACT:

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

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

ATTACHMENTS:

None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jacob Guiot, Recreation & Parks Director **MEETING DATE:** September 14, 2026

AGENDA SECTION: New Business **DEPARTMENT:** Town Clerk

TITLE OF ITEM: Resolution to Amend the Fiscal Year 2026-27 Schedule of Fees for facility rental fee increases for the Lakeview Clubhouse facility.

SUGGESTED MOTION(S):

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

SUMMARY:

The Lakeview Clubhouse rental fee schedule has not been updated since 2024, and the facility has not been available for rental since Hurricane Helene. In preparation for future rentals, Town staff obtained four quotes for cleaning services, with the lowest quote received being \$125 per rental. The proposed fee schedule amendment would increase each rental rate by \$50 to help offset the increased cost of cleaning and operating the facility. The amended rates would be \$430 for residents, \$490 for non-residents, \$370 for nonprofit organizations, and \$280 for Town employees.

Rental Classification	Current Fee	Amended Fee
Resident	\$380.00	\$430.00
Non-Resident	\$440.00	\$490.00
Nonprofit Organization	\$320.00	\$370.00
Town Employee	\$230.00	\$280.00

Upon approval, the FY26-27 Schedule of Fees will be updated to reflect these amended rental fees for the Lakeview Clubhouse 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. Resolution Amending FY26-27 Schedule of Fees for Lakeview Clubhouse Rental Fees_2026.09.14
2. FY2026-27 Fee Schedule Amendment for Lakeview Clubhouse Facility Rental Fees_2026.09.14

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

**RESOLUTION AMENDING THE LAKEVIEW CLUBHOUSE RENTAL FEES &
AMENDING THE FISCAL YEAR 2026-27 TOWN FEE SCHEDULE**

RESOLUTION NO. # R-26-XX

WHEREAS, the Town of Black Mountain maintains and operates the Lakeview Clubhouse for public use; and

WHEREAS, the rental fees for the Lakeview Clubhouse have not been adjusted since 2024, and the facility has not been available for rental since Hurricane Helene; and

WHEREAS, the cost of providing cleaning services for the Lakeview Clubhouse has increased significantly, and Town staff obtained four quotes for these services, with the lowest quote received being \$125 per rental; and

WHEREAS, the proposed fee schedule amendments are a result of increasing costs of services that are needed to operate Lakeview as a public rental facility, and a senior center. The proposed adjustment to the Lakeview Clubhouse rental fees is reasonable and necessary to offset increased cleaning and operating expenses;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the rental fees for the Lakeview Clubhouse is hereby amended as follows:

Rental Classification	Current Fee	Amended Fee
Resident	\$380.00	\$430.00
Non-Resident	\$440.00	\$490.00
Nonprofit Organization	\$320.00	\$370.00
Town Employee	\$230.00	\$280.00

BE IT FURTHER RESOLVED that these fee amendments shall become effective upon adoption of this resolution and the Town of Black Mountain's Fee Schedule for Fiscal Year 2026-27 shall be amended to reflect the new rental fees for the Lakeview Clubhouse.

Adopted this the 14th day of September 2026.

C. Michael Sobol, Mayor

Attest: _____
Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN
FISCAL YEAR 2027
FEE AND RATE SCHEDULE
REVISED 06/30/26

PARKS & RECREATION

Facility Rental

Alcohol fee of \$50.00 (NON-REFUNDABLE) on Facility Rentals

	Non-Profit	Private Citizen		Employee
		<i>Resident</i>	<i>Non-Resident</i>	
Lakeview Clubhouse - 120 Max				
Deposit	\$100.00	\$100.00	\$200.00	\$100.00
Rental Fee	\$370.00	\$430.00	\$490.00	\$280.00
Lakeview Downstairs - 50-60 Max				
Deposit	\$100.00	\$100.00	\$200.00	\$100.00
Rental Fee	\$260.00	\$280.00	\$340.00	\$190.00
Lake Tomahawk Wedding Package				
Deposit:	\$200.00	\$200.00	\$200.00	\$200.00
Rental (Lakeview Up/Downstairs & Gazebo)	\$860.00	\$860.00	\$860.00	\$430.00
<i>Please contact the Parks & Recreation Department for Further Details</i>				
<i>Includes Required Alcohol Permit (Beer, Wine, and Champagne Only)</i>				
Full Day Rental (9am-9pm)	\$40.00	\$80.00	\$120.00	\$35.00
Half Day Rental (9am-3pm/3:30pm-9pm)	\$20.00	\$40.00	\$70.00	\$25.00
Gazebo				
Deposit	\$20.00		\$20.00	\$0.00
Rental Fee	\$20.00	\$25.00	\$35.00	\$15.00
Swimming Pool (40 people)				
Friday-Sunday (6:15pm-8:15pm) only	\$185.00	\$220.00	\$280.00	\$145.00
Additional Lifeguards - <u>mandatory</u> over 40 ppl/ Rate for each additional 20 ppl	\$40.00		\$40.00	\$40.00
Additional lifeguard within 48 hours of rental	\$50.00		\$50.00	\$50.00
Grey Eagle				
Deposit	\$100.00	\$100.00	\$200.00	\$100.00
Building & Field per hour	\$25.00	\$45.00	\$65.00	\$25.00
Veterans Park Picnic Pavilion (20 x 28ft) - 35 Max				
Deposit	\$60.00		\$60.00	\$60.00
Full Day (9am-9pm)	\$30.00	\$50.00	\$70.00	\$25.00
Half Day Rental (9am-3pm/3:30pm-9pm)	\$20.00	\$30.00	\$40.00	\$15.00
Ballfield				
Ballfield (each)	\$120.00	\$140.00	\$180.00	\$120.00
Lights (each field) per hour	\$35.00	\$35.00	\$55.00	\$35.00
Press Box	\$50.00	\$70.00	\$90.00	\$70.00
Concession Stand	\$70.00	\$90.00	\$110.00	\$50.00

Deposit and rental contract are required to make a reservation. Deposit must be made within 2 business days to hold a reservation. Deposits are refundable as long as there are no damages and keys are returned. Weekday rentals at Lakeview Center downstairs will be from 4pm-10pm nightly. Cancellations made within 2 weeks, will receive half of the deposit refund. Cancellations made within 48 hours will receive no deposit refund. Proof of address (drivers license, utility bill, etc.) must be provided in order to receive resident rates.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Richard Hicks, Interim Town Manager
MEETING DATE: September 14, 2026

AGENDA SECTION: New Business
DEPARTMENT: Administration

TITLE OF ITEM: Agreement For Engineering Services With McGill Associates, PA for Water Resiliency Project.

SUGGESTED MOTION(S):

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

SUMMARY:

Now that the Town of Black Mountain has been awarded almost \$10 Million Dollars for the Water Resiliency Project, staff is recommending that the Town execute an Engineering Agreement with McGill Associates, PA for the design work on the project. The total cost for the their services under the agreement would be \$1,410,000.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded.

ATTACHMENTS:

1. Engineering Agreement-TOBM-Water Resiliency-rev

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** dated the _____ day of **September 2026**, is made and entered into by and between **the Town of Black Mountain** (OWNER) and **McGill Associates, PA** (ENGINEER).

WHEREAS the OWNER proposes to do certain work toward the accomplishment of the project entitled **SRF Helene Water Resiliency Project**, to include the following scope of work:

- Development of up to four new water supply wells
- Rehabilitation of ten existing water supply wells and common well treatment building
- Replacement of existing well supply water lines
- Proposed water storage tank
- Relocation of two existing water lines
- Fourteen water line stream crossings by direction drill or open cut
- Standby generator and electrical improvements at existing booster pump stations

WHEREAS the ENGINEER desires to provide professional engineering services as required to complete the project in accordance with this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 – GENERAL SERVICES

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under their supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.
- 1.3 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject OWNER's right to terminate as herein provided.
- 1.4 The ENGINEER shall comply with existing federal, state, and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by them in association with this agreement.

SECTION 2 – BASIC SERVICES

2.1 ENGINEERING REPORT / ENVIRONMENTAL INFORMATION DOCUMENT

- 2.1.1 Consult with OWNER to determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters
- 2.1.2 Review all related existing system data related to the project and assessments as required for report development.
- 2.1.3 Prepare Engineering Report/Environmental Information Document (ER/EID) in accordance with North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) requirements. Submit ER/EID to DWI for review and respond to DWI comments. It is anticipated that the proposed improvements will require a categorical exclusion by review.

2.2 DESIGN AND PERMITTING PHASE SERVICES

- 2.2.1 Perform existing conditions survey to include topographical surveying of proposed water line route, proposed new tank site, proposed supply well sites, existing booster pump station sites, existing well sites and facilities, and proposed water line stream crossing locations. This task includes the survey field work that reflects the existing conditions of the project limits.
- 2.2.2 Identify potential wellsites and obtain preliminary approval from NCDEQ-PWSS; All necessary surveying required for preliminary approval. This scope includes preliminary wellsite approval for up to four potential well sites.
- 2.2.3 Identify potential storage tank site and assist the OWNER with land acquisition. Property acquisition consultant fees are not included in this scope of service. Boundary survey of tank site property and up to four well sites are included in this scope of service.
- 2.2.4 Prepare a complete set of technical specifications and construction drawings to detail the character and scope of the work. It is our understanding that the work will be divided into multiple projects/contracts for permitting and construction purposes, but no more than five projects/contracts are assumed.
- 2.2.5 Review the design documents as described above with the OWNER for comments and approval throughout the design process. This shall include a 60% design submittal and a 90% design submittal.
- 2.2.6 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. The following approvals/permits are assumed to be required for the project. Any additional permitting beyond this due to unforeseen regulatory requirements or changes in project scope would be considered additional services.

- NC Division of Water Resources, Public Water Supply Section
- NC Division of Water Resources, Land Quality Section
- NC Division of Water Resources, Water Quality Section
- NC Division of Water Infrastructure (DWI)
- NC Department of Transportation (NCDOT)

2.2.7 Coordinate any subsurface and/or geotechnical investigations or similar types of testing and analysis needed for proper design within the initial scope of the project. Note that the costs of subsurface and/or geotechnical investigations for the proposed tank site borings are included in this scope of service. Any additional testing identified throughout the course of the project, and all geotechnical/material testing during construction would be paid separately and directly by the OWNER to the geotechnical testing company.

2.2.8 Prepare and submit to the OWNER a project cost estimate based upon the final design drawings and documents.

2.3 BIDDING AND AWARD PHASE SERVICES

2.3.1 Assist the OWNER in advertising the project for competitive bids. Advertisement publication costs to be paid separately by the OWNER.

2.3.2 On behalf of the OWNER respond to prospective bidders' request for information (RFI) and questions and prepare project addenda as necessary.

2.3.3 Assist the OWNER with receiving, opening and evaluating bids for the project.

2.3.4 Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, and equipment suppliers and provide documentation to assist the OWNER in selecting the lowest responsive, responsible bidder for the contract. It is assumed this project will be performed under multiple contracts. Up to three formal construction contracts are included in the scope of work, with a maximum of two bid openings per contract. It is also anticipated there will be two informal bids for wellsite drilling and development.

2.3.5 Compile and submit all pertinent bid information to NCDWI for review and Authority to Award approval.

2.3.6 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.3.7 Schedule preconstruction conferences with the OWNER, Contractors, ENGINEER and all other applicable parties to ensure discussion of all matters related to the project.

2.4 CONSTRUCTION ADMINISTRATION and OBSERVATION PHASE SERVICES

2.4.1 Provide periodic project observation as needed to monitor the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and notify owner of work failing to conform to the Contract Documents. An average of three (3) site visits per week during active construction is included in this scope for an estimated 400-day total construction time cumulatively covering up to five construction contracts.

- 2.4.2 Schedule and attend monthly progress meetings with the contractor(s) and the OWNER as required.
- 2.4.3 Prepare project work change directives, field work directives and change orders as required to facilitate the project schedule during construction of the project. If required provide special inspection or testing of the work if necessary.
- 2.4.4 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.4.5 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, provide the following: Determine the amount owed to the Contractor(s) and recommend payment by the OWNER to the Contractor(s) in such amounts; Confirm that the work has progressed to the point indicated and that to the best of their knowledge, information, and belief that the quality of the work is in accordance with the Contract Documents. This assumes that the Contractor will submit a monthly request for payment as the project progresses.
- 2.4.6 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all their obligations thereunder so that the ENGINEER may recommend to the OWNER final payment to each Contractor.
- 2.4.7 Provide or make available all project files and information required for project closeout.
- 2.4.8 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished and supplied by the Contractor.
- 2.4.9 Assist the OWNER in assuring that the one (1) year warranty period for the construction work is complied with.

2.5 EMERGENCY RESPONSE PLAN

- 2.5.1 Develop an Emergency Response Plan for the OWNER in accordance with NCDEQ/DWI requirements.

SECTION 3 – ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this agreement.

- 3.1 Additional services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or OWNER's schedule.
- 3.2 Revising previously approved studies, reports, design documents, drawings, or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing environmental surveys, assessments or reports, including, but not limited to, biological and archaeological surveys, wetlands delineations, flood studies or certifications, or any other environmental site assessments or investigations outside of those services listed in Paragraph 2.1.3 of this Agreement.
- 3.4 Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities, or persons necessary for satisfactory construction of the project not specifically included in scope of work.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.
- 3.6 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.
- 3.7 Preparing applications and assisting OWNER with regulatory permits or approvals other than those listed in Paragraph 2.2.6 of this Agreement.

SECTION 4 – OWNER'S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to its requirements for the project.
- 4.2 Assist the ENGINEER by placing at their disposal all available information pertinent to the project including previous documents and any other data relative to the project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, railroad and road right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform their services under this agreement.
- 4.5 Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

- 4.6 Examine all sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
- 4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.
- 4.10 Bear all costs incident to compliance with the requirements of this Section 4.
- 4.11 Coordinate and submit all necessary documents and reimbursement requests to the project Funding Agency for payment of project funds.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein.
- 5.2 If the project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER will pay the ENGINEER for Basic Services outlined in Section 2 the following lump sum fees:

2.1	Engineering Report / EID	\$50,000
2.2	Design and Permitting	\$680,000
2.3	Bidding and Award	\$60,000
2.4	Construction Administration & Observation	\$570,000
2.5	Emergency Response Plan	\$50,000
TOTAL		\$1,410,000

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for all services rendered under this agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER because of their services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this agreement until they have been paid in full all amounts due them because of their services and expenses.
- 6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER because of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of their reasonable estimate of the portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.
- 6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of their service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER..

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner their obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to this paragraph 7.1.1 shall not limit the OWNER's right to pursue any legal or equitable remedy for damages available under the law.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale.

7.3 OPINIONS OF PROBABLE COST

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost (cost estimates) for cost for the Project provided for herein are to be made on the basis of their experience and qualifications and represent their best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the project construction cost will not vary from cost estimates prepared by them.

7.4 INSURANCE AND CLAIMS

- 7.4.1 The ENGINEER will secure and maintain such insurance as will protect him and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars (\$1,000,000) and shall name the OWNER as an additional insured.

7.5 SUCCESSORS AND ASSIGNS

- 7.5.1 The OWNER and the ENGINEER each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this agreement and to the

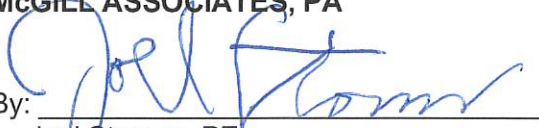
partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 ENTIRE AGREEMENT

- 7.6.1 This agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first written above.

McGILL ASSOCIATES, PA

By: 
Joel Storrow, PE
Principal-in-Charge

McGILL ASSOCIATES, PA

By: 
Mike Dowd, PE
Practice Area Lead

TOWN OF BLACK MOUNTAIN

By: _____
C. Michael Sobol
Mayor

(SEAL)

ATTEST: _____
Richard Hicks
Finance Director

This instrument has been preaudited in the manner required by GS 18B702

Finance Officer

BASIC FEE SCHEDULE

July 2026

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$345			
Principal – Regional Manager – Director	\$275	\$290	\$315	\$325
Practice Area Lead	\$245	\$270	\$305	\$325
Senior Project Manager	\$240	\$265	\$305	\$320
Senior Engineer	\$240	\$265	\$305	\$320
Project Manager	\$210	\$230	\$245	\$255
Senior Project Engineer	\$210	\$230	\$245	\$255
Project Engineer	\$175	\$190	\$200	\$210
Engineering Associate	\$145	\$155	\$165	\$170
Planner- Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$130	\$145	\$155	\$165
CAD Operator – GIS Analyst	\$110	\$120	\$135	\$145
Construction Services Manager	\$195	\$215	\$225	\$235
Construction Administrator	\$145	\$165	\$180	\$195
Construction Field Representative	\$125	\$135	\$150	\$155
Project Administrator	\$110	\$130	\$135	\$155
Funding-Financial Service-Manager	\$225	\$240	\$250	\$260
Grant Administrator	\$135	\$150	\$160	\$175
Environmental Specialist	\$115	\$125	\$130	\$135
Administrative Assistant	\$90	\$100	\$110	\$125
Survey Party Chief	\$115	\$130	\$140	\$160
Survey Field Technician	\$95	\$100	\$105	\$110

EXPENSES

- a. Mileage - \$0.75/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$35/hr.
- d. Aquatic Surveying Equipment – Vessel \$250/day
- e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.