BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 13, 2025 | 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, October 13, 2025, 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, Town Council Member Alice Berry, Town Council Member Doug Hay, Town Council Member Pam King. ***Council Member Ryan Stone was absent.***

The following staff members were present: Josh Harrold, Town Manager; Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Michelle Kennedy, Planning Director; Russell Care, Planner & Zoning Administrator; Stacy Cox, Police Department Accreditation Manager.

It was announced that a Closed Session needed to be added to the agenda before adjournment. This Closed Session is allowed per N.C.G.S. 143-318.11(a)(6) to discuss personnel matters. All Council Members agreed to add this to the agenda.

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

2.A. Domestic Violence Prevention & Awareness Month Proclamation. Mayor Sobol read the proclamation aloud recognizing October as Domestic Violence Prevention & Awareness Month.

3. CITIZEN COMMENTS.

- John Collins spoke about water pressure concerns on Camp Branch Rd.
- Kim Latta spoke about concerns with trees from the proposed Wildlife Federation tree planting project near the tennis courts.
- Linda Shafflett spoke about reopening of the Lakeview Senior Center.
- Joyce Miller spoke about the reopening of the Lakeview Senior Center.

- Carl Bartlett spoke about the reopening of the Lakeview Senior Center.
- Gary Bartlett spoke about water pressure issues at his residence.

4. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

4.A. Presentation of Law Enforcement Risk Review Award from the NC League of Municipalities (NCLM). Thomas A. Anderson, Jr., NCLM Director of Risk Control & Public Safety Risk Management, and Chet Effler, NCLM Public Safety Risk Consultant, presented the Police Department with a Law Enforcement Risk Review Award from the NC League of Municipalities.

4.B. Fire Department Annual Report. Fire Chief John Coffey provided the Council with the Fire Department's Annual Report.

5. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

Town Manager Josh Harrold announced Rec & Parks would be hosting a Halloween event at Town Square on Friday, October 31st from 4-6pm. He then invited Police Chief Steve Parker up to provide announcements regarding neighborhood trick-or-treating. Chief Parker stated residences in and around Church and Dougherty Streets would be receiving flyers this week on road closures and other safety plans for Halloween trick-or-treating between the hours of 5-9 pm on Friday, October 31st.

6. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Council Member Doug Hay offered thanks to Stormwater and Floodplain Administrator Anne Phillip and other staff for the successful tree giveaway held on Saturday, September 27th at Town Hall where 266 trees were given away. Council Member Pam King thanked the Police Department.

7. CONSENT AGENDA

7.A. Monthly Tax Collector Reports- July & August 2025. ***Town Council Member Doug Hay made a motion to approve as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.***

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7.B. Resolution to Apply for Community Development Block Grant - Neighborhood Revitalization (CDBG-NR) Program. The Town would like to apply for funding through the Community Development Block Grant - Neighborhood Revitalization Program. There are waivers for FEMA-declared disaster areas from Hurricane Helene. The grant has no matching fund requirement.

Town Council Member Doug Hay made a motion to approve the resolution as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

RESOLUTION TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM

RESOLUTION # R-25-68

WHEREAS, the Community Development Block Grant (CDBG) program was created in 1974; and

WHEREAS, the CDBG-NR Program will offer a non-entitled municipality the opportunity to tailor a project to meet the housing and community development needs specific and most critical to their locality; and

WHEREAS, North Carolina received $44,784,790.00 in CDBG funds for 2024, and of this amount approximately $12.28 million will be made available for the 2025 CDBG-NR Program; and

WHEREAS, the CDBG-NR Program will support three livability principles that help guide sustainability and resiliency; and

WHEREAS, CDBG-NR Program projects must incorporate at least one of the following three livability principles as an area of focus:

- Promote equitable, affordable housing;
- Support existing communities;
- Value communities and neighborhoods; and

WHEREAS, all project activities must meet at least one of three national objectives:

- Benefit low-and-moderate income (LMI) persons;
- Prevent or eliminate slums or blight;
- Meet other community development needs that are deemed to be urgent because of existing conditions that pose a serious and immediate threat to the health and welfare of the community; and

WHEREAS, FEMA declared disaster counties from Hurricane Helene are eligible to submit for funding using two waivers: CDBG-New Housing Construction and CDBG-Suspension of Public Services Cap; and

WHEREAS, the maximum grant amount is $5 million per grantee for FEMA declared Hurricane Helene disaster areas; and

WHEREAS, there are no matching fund requirements; however, leverage is encouraged; and

WHEREAS, the Town of Black Mountain seeks to apply for the 2025 CDBG-NR Program.

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council approve staff to apply for the 2025 CDBG-NR Program.

READ, APPROVED AND ADOPTED, by a vote of **4 to 0** on this 13th day of October 2025.

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7.C. Resolution to Apply for the Golden LEAF Foundation Open Grants Program.

The Town would like to apply for funding through the Open Grants Program through the Golden LEAF Foundation. The maximum amount awarded is $500,000. There are no matching funds for the identification phase; however, there may be a 15% match requirement during the due diligence phase.

Town Council Member Doug Hay made a motion to Approve the resolution as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

RESOLUTION TO APPLY FOR THE GOLDEN LEAF FOUNDATION OPEN GRANTS PROGRAM

RESOLUTION # R-25-69

WHEREAS, the Golden LEAF Foundation was created in 1999; and

WHEREAS, the Open Grants Program allows governmental entities to apply for Golden LEAF funding throughout the year; and

WHEREAS, the Golden LEAF Foundation is committed to using funds entrusted to it for projects that show the most potential for strengthening North Carolina's economy; and

WHEREAS, awards in the Open Grants Program are $500,000 or less; and

WHEREAS, the Golden LEAF Foundation has four priority areas:

- Job Creation and Economic Investment;
- Workforce Preparedness;
- Agriculture;
- Community Competitiveness and Capacity; and

WHEREAS, the Golden LEAF Foundation has budgeted $8 million for the Open Grants Program; and

WHEREAS, there may be a 15% match during the Due Diligence and Development Phase; and

WHEREAS, the Town of Black Mountain seeks to apply for the 2025 CDBG-NR Program.

NOW, THEREFORE, BE IT RESOLVED that the Black Mountain Town Council approve staff to apply for the 2025 Golden LEAF Foundation Open Grants Program.

READ, APPROVED AND ADOPTED, by a vote of **4 to 0** on this 13th day of October 2025.

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7.D. Resolution Declaring Certain Property Surplus and Authorizing Private Sale per N.C.G.S. 160a-266(c).

The Public Works Department is requesting Council approve disposal of a group of items which were recovered from floodwaters caused by Hurricane Helene. The items are unusable and have been deemed as salvage by the town's insurance company. The Department has no use for the items and is requesting to dispose of them as scrap metal. Any proceeds will be returned to the Town's general fund. The Public Works Director contacted local scrapyards and the sale price quoted was $6.00 per 100 lbs. of scrap.

Town Council Member Doug Hay made a motion to Motion to approve the resolution as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF BLACK MOUNTAIN DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING PRIVATE SALE NCGS 160A-266(c)

RESOLUTION NO: R-25-70

WHEREAS, the Town of Black Mountain Public Works Department was adversely impacted by flooding caused by Hurricane Helene on September 27th, 2024, which resulted in significant equipment losses; and

WHEREAS, the Town of Black Mountain desires to dispose of certain surplus property as authorized in Resolution R-19-15; and

WHEREAS, the Town Public Works Department has recovered the following group of items from floodwaters at their facility; and

WHEREAS, the Town's insurance company has deemed the following items as salvage, and the Town has recovered some insurance proceeds from the following group of items; and

WHEREAS, the Town believes the following group of items have a total scrap/salvage value of less than $30,000.00; and

WHEREAS, the Public Works Director wishes to privately sale the scrap/salvage items to the highest paying salvage yard. (Current price is approximately $6.00 per 100 lbs.)

NOW THEREFORE, BE IT RESOLVED THAT

Section 1. The property described in **Exhibit A** is hereby declared surplus to the needs of the Town.

Section 2. Said surplus property be approved for sale to a metal salvaging company for scrap metal at fair market value.

Section 3. The Town Public Works Director is authorized to conduct removal and disposition of the salvaged items.

Section 4. Upon conclusion of the sale, the Public Works Director shall provide proof of sale (scale tickets) and funds to the Town Finance Department.

READ, APPROVED AND ADOPTED this 13th day of October 2025.

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7.E. Memorandum of Agreement with NC League of Municipalities (NCLM) for Disaster Recovery Services.

Due to the amount of work required for recovery becoming unmanageable with our current staffing, the town needs more assistance to work through the numerous funding sources, FEMA requirements, and accounting of monies spent on multiple projects. The NCLM agrees to help the town through a memorandum of agreement for services with ICF for disaster recovery. The total amount is not to exceed $20,000.

Town Council Member Doug Hay made a motion to approve the MOA with NCLM for Disaster Recovery Services. A vote of 4-0 in favor. Council Member Ryan Stone was absent. A copy of this MOA is included at the end of these minutes as Appendix A.

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7.F. Debris Removal Cooperative Memorandum of Agreement with NC Division of Emergency Management (NCEM).

To continue cleanup from Tropical Storm Helene, the North Carolina Division of Emergency Management (NCEM) has developed a Cooperative Memorandum of Agreement with local governments affected by Helene (FEMA-DR-4827-NC).

Under this agreement, the Town may delegate authority to NCEM to manage debris removal operations. This includes removal of storm debris from Town property, rights-of-way, and other eligible areas. Execution of this agreement allows NCEM to coordinate and fund debris removal activities on behalf of the Town. The scope of services includes:

- Demolition of storm-damaged buildings on Town property that are deemed

ineligible for FEMA Public Assistance (PA).

- Removal of miscellaneous storm debris not picked up under Direct Federal Assistance (DFA).
- Coordination of debris removal from streams, waterways, and other high-impact areas as identified, particularly from major water courses. There will be no public call for additional debris from private property.
- Ensuring compliance with FEMA and State program requirements for reimbursement and oversight.

Town Council Member Doug Hay made a motion to approve MOA with NCEM for Debris Removal as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent. A copy of this MOA is included at the end of these minutes as Appendix B.

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7.G. Resolution to Designate Certain Town Facilities as Critical Facilities for Hazard Mitigation Purposes.

The Town wishes to pursue hazard mitigation funding through the North Carolina Division of Emergency Management to strengthen and protect these vital facilities. As part of this funding, the Town of Black Mountain must designate several key municipal buildings as critical facilities for hazard mitigation and grant purposes. These include **Town Hall, Fire Station 2, the Public Safety Building, the Public Works Facility, the Senior Center, and the Pool House**. Each facility plays an essential role in maintaining government operations, emergency response, public safety, and community resilience during disasters.

Town Council Member Doug Hay made a motion to approve the resolution as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

A RESOLUTION DESIGNATING CERTAIN TOWN FACILITIES AS CRITICAL FACILITIES FOR HAZARD MITIGATION PURPOSES

RESOLUTION #: R-25-58

WHEREAS, the Town of Black Mountain is committed to ensuring the safety, resilience, and continuity of essential services during and after disasters; and

WHEREAS, the grant opportunities requires communities to identify and prioritize critical facilities for the purpose of implementing hazard mitigation measures that reduce future risk; and

WHEREAS, critical facilities are defined as facilities that provide services and functions essential to the health, safety, and well-being of residents, including governmental, emergency, and community support services; and

WHEREAS, the following Town of Black Mountain facilities have been determined to be critical to emergency response, continuity of operations, and community resilience:

1. Town Hall – serves as the seat of municipal government and the center of administrative, financial, and coordination functions.
2. Fire Station 2 – provides essential fire suppression, rescue, and staging functions for disaster response.
3. Public Safety Building (Fire, Police, EMS) – houses multiple first-response agencies that are indispensable to law enforcement, fire protection, and emergency medical response.
4. Public Works Facility – maintains vital infrastructure services, including roads, water, stormwater, and sanitation, necessary for disaster response and recovery.
5. Senior Center – provides services and outreach for vulnerable residents and is designated to serve as a shelter if needed during disaster events.
6. Pool House – served as a Point of Distribution (POD) during Tropical Storm Helene, providing showers, food, water, and sanitation support; it is now formally included in the Town's emergency response plan as a location for providing information and distributing supplies to residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Black Mountain that the above-listed facilities are hereby designated as critical facilities for purposes of hazard mitigation planning and grant applications; and

BE IT FURTHER RESOLVED that the Town Manager, or their designee, is authorized to submit such designations to the North Carolina Division of Emergency Management and to pursue hazard mitigation funding opportunities to reduce risk and increase resilience of these facilities.

Adopted this the 13th day of October 2025.

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7.H. Resolution Approving a Master Services Agreement between Kimley-Horn & Associates, Inc. and Town for Continuing Professional Services (Veterans Park Ped. Crossings). This item was tabled until a later date. No action taken.

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7.I. Resolution to Approve Contract with Anchor QEA for Restoration of N. Oconeechee Ave. Stormwater Management System. This item was tabled until a later date. No action taken.

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7.J. Resolution to Amend Resolution R-25-45 Authorizing On-Call Contracts for Grant Writing & Consulting Services in Support of Recovery & Resilience Funding Opportunities.
In response to the significant increase in grant opportunities following Tropical Storm Helene, the Town of Black Mountain issued a Request for Qualifications (RFQ) seeking qualified firms to provide grant writing and

consulting services. The goal was to build additional capacity to pursue, manage, and implement state and federal funding opportunities aligned with the Town's recovery and resilience priorities. The Town received seven (7) responses to the RFQ. Each firm demonstrated strong qualifications, and each brings a unique strength or area of specialization and experience that may be beneficial for future grant activities. The firms are: ASI, McGill, Raftelis, McAdams, GTC 360, CRCS and Catalyst Project Development.

Staff recommends entering into contracts with all seven firms and establishing on-call agreements with each. This approach will allow the Town to:

- Efficiently match projects with firms possessing relevant expertise.
- Ensure adequate capacity to respond to high-priority and time-sensitive funding opportunities.
- Leverage specialized knowledge and resources to enhance the competitiveness and success of grant applications.

Most of these costs will be offset by the administrative overhead allowed in the grants. This structure provides flexibility, promotes responsiveness, and aligns with the Town's strategic recovery and development goals post-Helene.

The initial resolution, adopted on August 11, 2025 (R-25-45) by the same name, included the verbiage: "establishing on-call agreements with each firm not to exceed $20,000 per firm." It was identified after adoption of this resolution that these cost values were included in error. The proposed resolution will amend R-25-45 to reflect the removal of this verbiage.

Town Council Member Doug Hay made a motion to approve the resolution as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

A RESOLUTION TO AMEND RESOUTION R-25-45 AUTHORIZING ON-CALL CONTRACTS FOR GRANT WRITING AND CONSULTING SERVICES IN SUPPORT OF RECOVERY AND RESILIENCE FUNDING OPPORTUNITIES

Resolution No. #: R-25-59

WHEREAS, the Town of Black Mountain continues to respond to the impacts of Tropical Storm Helene and is pursuing long-term recovery and resilience initiatives; and

WHEREAS, the number and complexity of available state and federal grant opportunities have increased significantly in the wake of the storm, requiring additional capacity to pursue, manage, and implement these funding opportunities effectively; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) seeking qualified firms to provide grant writing and consulting services to support recovery and resilience efforts; and

WHEREAS, the Town received seven (7) responses from highly qualified firms, each demonstrating unique strengths and specialized experience beneficial to the Town's grant activities; and

WHEREAS, the following firms responded to the RFQ and are recommended for on-call contracting:

- ASI
- McGill
- Raftelis
- McAdams
- GTC 360
- CRCS
- Catalyst Project Development; and

WHEREAS, staff recommends entering into on-call agreements with each of the seven firms, to allow the Town to efficiently match projects with the appropriate expertise, respond quickly to time-sensitive funding opportunities, and enhance the competitiveness of grant applications; and

WHEREAS, most costs associated with these contracts are expected to be offset by administrative overhead allowed within grant awards, thereby minimizing fiscal impact to the Town; and

WHEREAS, this structure provides the Town with the flexibility and responsiveness necessary to advance strategic recovery and development goals in the aftermath of Tropical Storm Helene; and

WHEREAS, Resolution No. R-25-45 was adopted on August 11, 2025 and included verbiage that stated, "with a not-to-exceed amount of $20,000 per firm", which was included in error.

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

1. The foregoing resolution amends Resolution No. R-25-45, adopted August 11, 2025, to correct an oversight of not omitting the " not-to-exceed amount of $20,000 per firm" clause, and therefore removes this "not-to-exceed amount" but remainder of resolution remains in effect.
2. The Town Manager, or designee, is hereby authorized to execute on-call agreements with each of the seven firms named above for grant writing and consulting services.
3. This resolution shall become effective upon adoption.

This the 13th day of October 2025.

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7.K. Consideration of FY25-26 Budget Amendments.

- Unassigned General Fund Balance transfer of $54,000 to 100-4020-50100 for Public Information Officer FTE.
- Unassigned General Fund Balance transfer of $59,250 to 100-4020-50100 for Budget Analyst/Recovery Specialist FTE.

- Transfer from Police Department Drug Forfeiture 230-4511-48900 to 100-4510-57410 in the amount of $8,505.
- Unassigned General Fund Balance transfer of $30,000 to 200-4520-52020 for mental health services.

Town Council Member Doug Hay made a motion to Motion to approve the budget amendments as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

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7.L. Resolution to Amend the Town Budget to Transfer Funds from Unassigned Stormwater Fund Balance to the Helene Fund for Stormwater & Environmental Projects.

Town staff recommend approval of a budget amendment to fund critical stormwater and environmental improvement projects. These initiatives include engineering assessments, grant-writing services, and environmental restoration efforts that support community resilience and recovery following Hurricane Helene.

Proposed Action: Authorize a budget amendment to transfer $69,000 from the Unassigned Stormwater Fund Balance (630-0000-10001) to the Helene Fund (425-8806-52012) to support the following:

- $9,000 – Lake Tomahawk Dam engineering assessment and repair method determination.
- $25,000 – McAdams grant-writing services for stormwater and culvert improvement funding opportunities.
- $35,000 – Jennings Environmental Swannanoa River Restoration Task Order
- Authorize the Town Manager and Finance Director to take all necessary actions to implement this budget amendment and ensure proper accounting and reporting of the fund transfer.

Town Council Member Doug Hay made a motion to approve the budget amendments as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

RESOLUTION TO AMEND THE TOWN BUDGET TO TRANSFER FUNDS FROM THE UNASSIGNED STORMWATER FUND BALANCE TO THE HELENE FUND FOR STORMWATER AND ENVIRONMENTAL PROJECTS

Resolution #R-25-63

WHEREAS, the Town Council recognizes the importance of maintaining and restoring its stormwater infrastructure and environmental assets; and

WHEREAS, the Lake Tomahawk dam requires an engineering assessment and a determination of the appropriate method of repair, at an initial estimated cost of $9,000; and

WHEREAS, the Town intends to engage McAdams for grant writing services to pursue funding opportunities from the NC Department of Commerce for downtown stormwater system improvements, and from NCEM for culvert upsizing, at a cost of $25,000; and

WHEREAS, Jennings Environmental has proposed initial services for Swannanoa River restoration efforts vital to the community's environmental health, totaling $35,000;

NOW, THEREFORE, BE IT RESOLVED the Town Council authorizes a budget amendment to transfer **$69,000** from the **Unassigned Stormwater Fund Balance** (630-0000-10001) to the **Helene Fund** (425-8806-52012) to support the following initiatives:

- $9,000 for the Lake Tomahawk dam assessment and repair method determination
- $25,000 for McAdams grant writing services
- $35,000 for Jennings Environmental Swannanoa River Restoration Task Order 1

BE IT FURTHER RESOLVED that the Town Manager and Finance Director are hereby authorized to take all necessary actions to implement this budget amendment and ensure proper accounting and reporting of the fund transfer.

APPROVED AND ADOPTED by the Town Council of the Town of Black Mountain by a vote of 4 to 0 on this 13th day of October 2025.

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7.M. Resolution Selecting KCI Associates for the Asset Inventory & Assessment (AIA) and Capital Improvement Plan (CIP) Services and Authorizing the Town Manager to Negotiate a Contract.

The Town of Black Mountain received a technical assistance grant from the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure, to support post-Helene recovery and resilience planning efforts. A portion of this funding will be used to complete the Town's first Asset Inventory and Assessment (AIA) for the water system. This project will provide the Town with a comprehensive understanding of its existing infrastructure, system condition, and areas of vulnerability. The AIA will serve as the foundation for developing a Capital Improvement Plan (CIP) that prioritizes projects, integrates resiliency strategies, and identifies potential funding sources.

After reviewing all responses, the selection committee determined that KCI Associates, Inc. is the most qualified firm based on their relevant experience, project approach, and demonstrated understanding of the Town's goals and water system conditions.

Firm	Experience (30)	Team (30)	Hazard Mitigation (20)	Approach (10)	Schedule & QC (10)	Total (100)	Rank
KCI Associates of NC	29	30	19	9	9	**96**	**1**
Civil Design Concepts	27	28	18	9	8	**90**	**2**
The Thrasher Group NC	26	27	17	8	8	**86**	**3**

Town Council Member Doug Hay made a motion to approve the resolution as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

A RESOLUTION SELECTING KCI ASSOCIATES FOR THE ASSET INVENTORY AND ASSESSMENT (AIA) AND CAPITAL IMPROVEMENT PLAN (CIP) SERVICES AND AUTHORIZING THE TOWN MANAGER TO NEGOTIATE A CONTRACT

RESOLUTION NO. R-25-66

WHEREAS, the Town of Black Mountain received a grant award from the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure, for technical assistance related to recovery from Tropical Storm Helene; and

WHEREAS, the Town intends to utilize a portion of this funding to complete an Asset Inventory and Assessment (AIA) of the Town's water system, which will serve as the foundation for developing a comprehensive Capital Improvement Plan (CIP) to identify infrastructure needs, resiliency improvements, and long-term funding strategies; and

WHEREAS, the Town issued a Request for Qualifications (RFQ) in accordance with N.C.G.S. §143-64.31 for professional engineering services related to the AIA and CIP project; and

WHEREAS, after review of qualifications submitted by interested firms, the Town's selection committee determined that KCI Associates is the most qualified firm to perform the required services based on demonstrated experience, technical expertise, and understanding of the Town's water system and resilience objectives; and

WHEREAS, the Town Council desires to formally select KCI Associates and authorize the Town Manager to negotiate a contract for AIA and CIP professional services in accordance with applicable NCDEQ and state procurement requirements.

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

1. **Selection of Firm.** KCI Associates is hereby selected as the most qualified firm to perform the Asset Inventory and Assessment (AIA) and Capital Improvement Plan (CIP) professional services for the Town's water system.

2. **Authorization to Negotiate.** The Town Manager is hereby authorized to negotiate and execute a contract with KCI Associates for professional services related to the AIA and CIP, subject to review and approval by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

3. **Funding.** The project shall be funded through the Town's NCDEQ Technical Assistance Grant related to Tropical Storm Helene.

4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

This the 13th day of October 2025.

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8. PUBLIC HEARING

8.A. Public Hearing for Village of Cheshire Master Plan Amendment.

Russell Cate, Planner & Zoning Administrator, provided the Council with the staff report on this proposed amendment. The Village of Cheshire Master Plan that was approved by Town Council in 1998 has a depiction of the area of proposed subdivision that does not correspond with how the land has been developed. The application is outside the allowance for a "minor amendment at the site plan level for specific land uses or developments" [ref.: Sec. 4.7.11.2 (E) (7)], triggering the requirement for a revised Master Plan. The Planning Board met to discuss this item and unanimously voted in favor of this Master Plan amendment. Town Council is now asked to consider the approval of the proposed amendment to the Village of Cheshire Master Plan.

Town Council Member Alice Berry made a motion to open the public hearing. The time was 7:18 p.m. A vote of 4-0 in favor. Council Member Ryan Stone was absent. Once the public hearing was opened, Sikes Ragan, Principal, CS Ragan LLC, spoke to the Council about the proposed amendment. Jessie Gardner, with Civil Design Concepts (CDC), also spoke to the Council regarding the proposal. No additional public comment was provided. ***Town Council Member Doug Hay made a motion to close the public hearing. The time was 7:24 p.m. A vote of 4-0 in favor. Council Member Ryan Stone was absent.***

Vice Mayor Archie Pertiller then made a motion to approve the Ordinance to amend the Village of Cheshire Master Plan and find the amendment is consistent with current state regulations and promotes and protects health, safety & welfare, and is in keeping with good zoning practice. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

AN ORDINANCE TO AMEND THE VILLAGE OF CHESHIRE MASTER PLAN
ORDINANCE # O-25-25

WHEREAS, when the Town Council adopted the Town of Black Mountain Land Use Code, the Planning Board committed to reviewing these regulations in order to improve their application to our community and context; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160D-604, the members of the Planning Board find and determine that the adoption of the recommended

amendment is consistent with the comprehensive plan and is reasonable in the public interest because it promotes future land use, a walkable and livable environment and a vibrant economy; and

WHEREAS, the Planning Board recommends, and the Town Council find that the proposed amendment is consistent with current state regulations and find that the recommendation promotes the general welfare and is in keeping with good zoning practices.

NOW, THEREFORE, BE IT RESOLVED that the Village of Cheshire Master Plan be amended to show the proposed subdivision on land addressed as 14 Jane Jacobs Road.

READ, APPROVED AND ADOPTED this 13th day of October 2025, by a vote of __4__ to __0__.

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8.B. Public Hearing for Text Amendment to Chapter 5, Section 5.17, Mobile Retail Vendors.

Planning Director Michelle Kennedy provided the Council with the staff report on this item. The current ordinance requires mobile retail vendors to meet all required setbacks as a brick and mortar building would have to meet. Given the size and mobility of mobile retail vendors, requiring the setback requirements is a hindrance to allowing them on commercial properties. Therefore, the Planning Board recommended by a vote of 5-0 to remove the requirement of meeting building setbacks, but acknowledged that there still may be fire code requirements that have to be met, including setbacks. Council will now hold a public hearing and then consider the proposed text amendment to Chapter 5, Section 5.17, Mobile Retail Vendors, to remove setback requirements.

Town Council Member Alice Berry made a motion to open the public hearing on this item. The time was 7:28 p.m. A vote of 4-0 in favor. Council Member Ryan Stone was absent. No public comments were provided during the public hearing. ***Town Council Member Doug Hay made a motion to close the public hearing. The time was 7:29 p.m. A vote of 4-0 in favor. Council Member Ryan Stone was absent.***

Council Member Alice Berry then made a motion to approve the text amendment to Ch. 5, Sec. 5.17, Mobile Retail Vendors, to remove setback requirements and find that the change is consistent with current state regulations and find that it promotes health, safety and welfare, and good zoning practice. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

AN ORDINANCE TO AMEND CHAPTER 5, SECTION 5.17.1, MOBILE RETAIL VENDORS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO REMOVE SETBACK REQUIREMENTS

ORDINANCE # O-25-26

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 amendment is consistent with the comprehensive plan and reasonable in the public interest because it promotes a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community; 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 a livable and walkable environment and a viable economy and promotes the general safety and welfare of the community.

WHEREAS, after notice duly given, a public hearing was held on October 13, 2025, 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 5, Section 5.17.1, Mobile Retail Vendors, 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):

Chapter 5
Section 5.17.1 Mobile retail vendors.

B. Operating location and requirements.

1. Mobile retail vendors will operate only on private non-residential property with permission of the owner. No mobile retail vendors will operate on a public street, sidewalk, or right-of-way.

2. Mobile retail vendors will be allowed as a primary use or secondary use.

~~3. Mobile retail vendors will comply with the setback requirements for the zoning district in which the vendor is operating and, for purposes of setback regulations, will be treated as a building or structure. No mobile retail vendor will be parked closer than ten feet from a structure or other mobile retail vendor.~~

4. Each mobile retail vendor will have sufficient space to maneuver onto the lot and to allow for safe access by pedestrians and emergency response vehicles.

5. Sight triangles must be maintained in order to ensure visibility (see Section 4.4.6).

READ, APPROVED AND ADOPTED, by a vote of __4__ to __0__ on this the 13th day of October 2025.

****

9. CITIZEN COMMENTS – none.

10. UNFINISHED BUSINESS – none.

11. NEW BUSINESS

11.A. Eagle Scout Project - Handicap Accessible Fishing Pier at Lake Tomahawk Park.

Eagle Scout candidate Burkley Reece of Scout Troop 17 presented his proposal to construct a handicap-accessible fishing pier at Lake Tomahawk Park as his Eagle Scout project. The 24-by-10-foot pier would accommodate up to four people in wheelchairs, feature level access from the existing paved path, and include modified railings to allow comfortable fishing from wheelchairs. Designed with the assistance of professional civil engineer Steve Landess, the pier would be supported by twelve 6x6 pylons installed to engineering standards, with portions prebuilt off-site for efficiency and safety measures in place during construction. The project is estimated to cost $4,718.17, with plans to offset expenses through donated materials and fundraising. Burkley shared that the pier would serve veterans, seniors, individuals with disabilities, and families, citing Black Mountain's large senior population, and spoke personally about his desire to fish longer with his grandfather and honor his late grandfather. He also presented renderings of the pier, and the Town Council thanked him for his presentation and commitment to the project.

Town Council Member Doug Hay made a motion to approve the installation of a proposed handicap-accessible fishing pier at Lake Tomahawk as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

11.B. Bee City USA Asheville Butterfly Trail Station at Veterans Park.

Leonora Stefanile, Community Garden Manager, presented an overview of the project and introduced Phyllis Stiles, Chair of Bee City USA–Asheville, who outlined the history and proposal for a butterfly trail display at Veterans Park. Phyllis explained that Bee City USA–Asheville has an established butterfly trail in Buncombe County featuring educational stations with native butterfly information, artistic human-sized butterfly displays, and host plants, with four stations completed and a fifth scheduled for November 2025. Bee City proposes adding a Black Mountain station on the south side of Veterans Park, integrated with existing pollinator gardens and monarch waystations, highlighting the monarch butterfly due to the Town's commitment to monarch habitat. The site was selected collaboratively with town staff for accessibility, proximity to the

monarch meadow, avoidance of the disc golf fairway, and clear signage. Each station costs approximately $15,000, funded through donations, with $5,000 pledged by Beatrice McQueen in memory of her sister; no Town funding would be required, only approval to host the station. Phyllis thanked town staff and disc golf community leaders for their assistance.

Town Council Member Alice Berry made a motion to approve the Bee City USA-Asheville Butterfly Trail Station at Veterans Park as proposed and the memorandum of agreement. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

A RESOLUTION AUTHORIZING PARTICIPATION IN THE ASHEVILLE BUTTERFLY TRAIL THROUGH BEE CITY USA – ASHEVILLE

RESOLUTION NO. R-25-65

WHEREAS, Bee City USA – Asheville (BCU-AVL) manages the **Asheville Butterfly Trail**, a regional environmental education initiative designed to raise awareness of the life cycles of native butterflies, the critical relationships between pollinators and native plants, and the importance of butterflies in maintaining healthy ecosystems; and

WHEREAS, the Asheville Butterfly Trail program installs educational art pieces and interpretive signage at designated **Trail Stations** throughout Western North Carolina, providing residents and visitors with opportunities to learn about pollinator species and their habitats; and

WHEREAS, BCU-AVL has invited the **Town of Black Mountain** to serve as a **Trail Station Host**, joining other public and private partners in supporting pollinator conservation and environmental education; and

WHEREAS, as a Trail Station Host, the Town agrees to:

- Identify a mutually agreeable and ADA-accessible location for the butterfly wings and interpretive sign;
- Maintain the surrounding native pollinator plantings and landscape;
- Notify BCU-AVL of any needed maintenance;
- Ensure appropriate insurance coverage; and
- Provide a one-time installation fee and annual stewardship fee, which may be supported through sponsorships or grants; and

WHEREAS, BCU-AVL will, in turn, design, install, and maintain the butterfly wings and signage, maintain the Trail's website and promotional materials, and include the Town's site in its public education and outreach programs; and

WHEREAS, participation in the Asheville Butterfly Trail aligns with the Town of Black Mountain's **Bee City USA designation**, its ongoing **environmental stewardship initiatives**, and community goals to support **pollinator habitats**, **education**, and **public art**.

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

1. The Town of Black Mountain hereby approves participation in the **Asheville Butterfly Trail** program through Bee City USA – Asheville and agrees to host a **Butterfly Trail Station** within Town limits.
2. The Town Council authorizes the **Town Manager** to execute the **Memorandum of Agreement** with Bee City USA – Asheville and to take all necessary actions to carry out the intent of this resolution.
3. The Town reaffirms its ongoing commitment to **pollinator conservation**, **environmental education**, and **community beautification** as part of its Bee City USA designation.
4. A copy of the Memorandum of Agreement is attached as part of this resolution.

Adopted this the 13th day of October, 2025, by the Town Council of the Town of Black Mountain. ***A copy of this MOA is included at the end of these minutes as Appendix C.***

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11.C. NC Wildlife Federation Habitat Restoration Proposal.

Luke Bennett, Conservation Coordinator with the North Carolina Wildlife Federation (NCWF), and Sally Cochran presented a proposal for a habitat restoration project at Lake Tomahawk. The project would convert approximately 0.3 acres of turf grass between the pool and tennis courts into native tree habitat to support pollinators, improve biodiversity, and enhance soil and water quality. NCWF will donate up to $10,000 for trees, shrubs, mulch, compost, and educational signage, with a volunteer planting event planned for November 15, 2025, involving 25–40 volunteers planting 50–90 native trees. The Town will assist with site preparation and watering, while NCWF and its Swannanoa Valley WILD! chapter will coordinate volunteers and maintenance, with shrubs and signage to be added in fall 2026. Discussion followed among Council, presenters, and staff. **Following discussion, no action was taken by the Council to move forward with this proposal at this time**. Council thanked Luke and Sally for their presentation.

11.D. Transfer of Mobile Office Lease from USACE (US Army Corps of Engineers) to Town of Black Mountain.

Jessica Trotman, Assistant Town Manager, provided the Council information on this item. Following Tropical Storm Helene (DR-4827-NC), the Town of Black Mountain received Direct Federal Assistance (DFA) through the U.S. Army Corps of Engineers (USACE) to provide temporary office facilities for the Public Works and Planning & Development departments at 304 Black Mountain Avenue. The lease and associated services have, to date, been managed directly between USACE and the vendor under the federal mission assignment. USACE is now demobilizing from the disaster event and has notified the Town that it must assume the lease agreement to maintain occupancy of the temporary offices. FEMA Public Assistance (PA) has confirmed that funding eligibility will continue for this lease under the Town's Category B

(Emergency Protective Measures) project. FEMA will reimburse the Town for eligible costs at the approved rate.

The lease amount is $17,000 per month, and the new agreement between the Town of Black Mountain and the vendor will be consistent with the terms previously managed under the USACE contract. Execution of this contract ensures continued operational space for essential public functions while permanent facility recovery planning and FEMA funding determinations remain underway. The Town Attorney has worked with staff on this new lease agreement.

The action that is requested is to authorize the Town Manager to execute the proposed lease agreement for the temporary Public Works and Planning offices located at 304 Black Mountain Avenue in the amount of $17,000 per month, with costs reimbursable through FEMA Public Assistance (PA). Some discussion ensued.

Town Council Member Alice Berry made a motion to approve the mobile office lease transfer as presented and authorize Town Manager to execute the updated lease agreement. A vote of 4-0 in favor. Council Member Ryan Stone was absent. A copy of this lease document is included at the end of these minutes as Appendix D.

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11.E. Resolution To Apply For State Revolving Fund (SRF) Funding For Water System Improvements & Repeal of Resolutions No. R-25-41 and R-25-42. Jessica Trotman, Assistant Town Manager, provided an update to Council on this item. The proposed resolution authorizes the Town of Black Mountain to apply for **State Revolving Loan Funds (SRF) with 100% principal forgiveness** in the amount of **$5,000,000** to support comprehensive **Water System Resiliency and Watershed Improvements**. The project will include **drilling new municipal wells**, **relocating water lines within high-risk hazard areas**, and **implementing watershed improvements** to strengthen the Town's water infrastructure, reduce flood vulnerability, and enhance long-term system reliability. The resolution further authorizes the **Town Manager** and **Assistant Town Manager** to execute the application and related documents on behalf of the Town. After speaking with representatives from the State Revolving Fund, it was determined that one resolution in the amount of $5,000,000 would be permissible to encompass all water system projects outlined above, as well as the inclusion of other needed watershed improvements, which can be incorporated into this SRF application.

Additionally, Resolution No. R-25-41 and R-25-42, adopted August 11, 2025, were for application to SRF funding for drilling of wells, and relocation of water lines within high-risk hazard areas, respectively, at the per-project amount of $2,500,000 each. It was determined that one resolution in the amount of $5,000,000 would be permissible to encompass all water system projects outlined

above. As a result, to avoid confusion, **Resolutions R-25-41, and R-25-42, should be repealed and replaced** with this singular resolution attached with combines all permissible projects under this SRF application. A short discussion ensued among Council Members and staff.

Town Council Member Alice Berry made a motion to approve the resolution to apply for SRF funding for water system improvements and repeal of R-25-41 and R-25-42 as presented. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

RESOLUTION TO APPLY FOR STATE REVOLVING FUND (SRF) FUNDING FOR WATER SYSTEM IMPROVEMENTS & REPEAL OF RESOLUTIONS NO. R-25-41 AND R-25-42

RESOLUTION NO. #: R-25-64

WHEREAS, the Town of Black Mountain has identified the need to improve the resiliency and reliability of its municipal water system to prevent service interruption and infrastructure damage during floods, natural disasters, and other hazard events; and

WHEREAS, the Town of Black Mountain has need for and intends to plan for and construct a comprehensive program of **Water System Resiliency Improvements**, including **(1) drilling new municipal wells, (2) relocating water lines within high-risk hazard areas, and/or (3) implementing watershed improvements** to strengthen overall system performance and environmental protection; and

WHEREAS, these projects are essential to ensure a safe, reliable, and sustainable water supply for residents, businesses, and critical facilities within the Town's service area; and

WHEREAS, the Town of Black Mountain intends to request State loan and/or grant assistance for the project;

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

1. **Financing Commitment.** That the Town of Black Mountain, as the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.
2. **Operation and Maintenance.** That the Applicant will provide for the efficient operation and maintenance of the project upon completion of construction.
3. **Fee Schedule and Repayment.** That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system, and for repayment of all principal and interest on any debt incurred.
4. **Loan Agreement Provision.** That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of

Black Mountain to make a scheduled repayment of the loan, to withhold from the Town any State funds that would otherwise be distributed to the local government in an amount sufficient to pay all sums then due and payable to the State as repayment of the loan.

5. **Authorized Representatives.** That **Josh Harrold, Town Manager**, and **Jessica Trotman, Assistant Town Manager**, and their successors so titled, are hereby authorized to execute and file an application on behalf of the Town of Black Mountain with the State of North Carolina for a loan and/or grant to aid in the study, planning, and construction of the Water System Resiliency Improvements Project.
6. **Execution of Documents.** That the Authorized Representatives, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with the application or the project; to make the assurances contained herein; and to execute such other documents as may be required in connection with the application.
7. **Compliance with Applicable Laws.** That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.
8. **Repeal of Previous Resolutions R-25-41 and R-25-42.** Resolution No. R-25-41 and R-25-42 entitled "Resolution to Apply for Drinking Water State Revolving Fund (SRF) Funding for Drilling of Wells, and "Resolution to Apply for Drinking Water State Revolving Fund (SRF) Funding for Relocation of Water Lines Within High-Risk Hazard Areas", respectfully, that were adopted on August 11, 2025, are hereby **REPEALED** and **REPLACED** with this foregoing resolution.

Adopted this the 13th day of October 2025 at Black Mountain, North Carolina.

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11.F. Discussion of Emailed Public Comments Procedure.

Council Members and the Town Attorney discussed procedures for citizen comments, specifically whether emailed public comments should be read aloud at Council meetings or if comments must be made in person. Staff reviewed past practices, noting that emailed comments were read aloud during virtual meetings held during COVID, while prior to and after that period, public comments were traditionally limited to in-person participation. Guidance from the UNC School of Government confirmed there is no legal requirement to accept or read written comments outside of declared emergency remote meetings, and that councils may require in-person comments. The discussion also referenced N.C.G.S. §160A-81.1 regarding public comment periods. Town Attorney Craig Justus advised that reading emailed comments is uncommon and raised concerns about lack of content control, as well as issues related to time limits, tone, and delivery, which were further discussed by Council.

After some discussion, the consensus was that any emailed public comments would be made part of the official minutes of a meeting if the citizen specifically requested it be made part of/entered into the record (e.g. minutes), but that emailed comments would not be read aloud by staff or Council Members at a public meeting.

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11.G. Town Attorney Performance Evaluation Templates.
After a short discussion among Council Members, a consensus was made to use a combination of both attorney review templates as included in the agenda packet to draft a review form for the Town's attorney. Items to include in the review form would be to use numbering system from 1-3 or N/A, instead of a numbering system of 1-5; and have comment sections for each evaluation subject in addition to the number. Town staff would compile and create this template for final review.

12. CLOSED SESSION - NCGS 143-318.11 (A)(6): Personnel-related
Council Member Alice Berry made a motion to enter into Closed Session per N.C.G.S. 143-318.11(a)(6) to discuss personnel matters. A vote of 4-0 in favor. Council Member Ryan Stone was absent. The time was 8:25 p.m.

The Council returned to Open Session at 8:54 p.m. No additional actions were taken.

13. ADJOURNMENT. ***With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 8:55 P.M.***

C. Michael Sobol, Mayor

Attest:

Wesley M. Barker, Town Clerk

MEMORANDUM OF AGREEMENT FOR
DISASTER RECOVERY SERVICES

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of Black Mountain (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

2. Grant Awarded to the NC League of Municipalities.

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (Recovery Technical Assistance). The OSBM Grants are the source of funding for this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.

b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).

c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

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5. Additional Services.

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services; Fees; Prior Approval.

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

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Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Invoices for Contractor Services shall be submitted to DRinvoices@NCLM.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

Article IV. Compliance with Grant Agreements and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.

2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).

3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

4) If eligible, the Municipality shall:
   i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
   ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

2. Conflicts of Interest; Gifts & Favors.

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

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The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

4. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

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all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. **Venue and Jurisdiction**.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. **Nonwaiver**.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. **Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. **Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. **Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. **North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

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of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. **E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. **Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. **Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

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

NC LEAGUE OF MUNICIPALITIES:	**MUNICIPALITY:** **TOWN OF BLACK MOUNTAIN** _____ a North Carolina municipal corporation
By:	By:
Rose Vaughn Williams Signature	Josh M Harrold Signature
Rose Vaughn Williams Name	Josh Harrold Name
Executive Director Title	Town Manager Title
10 / 17 / 2025 Date of Signature	10 / 16 / 2025 Date of Signature

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ATTEST:
Wesley M. Barker
_____
City/Town/Village Clerk (or designee)

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Exhibit A
League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. **Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

2. **Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

3. **Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

4. **Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

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5. **Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

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Exhibit B

Contractor Services

ICF Incorporated, L.L.C. (ICF) will provide in person support to the Town of Black Mountain (Town) to reconcile financial costs related to Hurricane Helene. The Town of Black Mountain has approximately 34 federal projects for which contracts have been entered, costs have been incurred, invoices received and paid. All federal projects will require alignment with the Town's owned assets. ICF will provide the Town with a spreadsheet, aligning costs to its assets and organizing documentation to support financial reconciliation. Unless otherwise instructed in writing, ICF will direct invoices via email to DRinvoices@NCLM.org. Unless otherwise agreed to in writing between the firm and the League, ICF services invoiced under this A greement shall not exceed ten thousand dollars ($20,000).

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Audit trail

Title	Black Mountain Disaster Recovery MOA
File name	file
Document ID	45fb1d575a905ca8c0eb9f5a21e5a6ab03d57f68
Audit trail date format	MM / DD / YYYY
Status	Signed

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SENT	**10 / 16 / 2025** 15:59:26 UTC	Sent for signature to Josh Harrold (josh.harrold@tobm.org), Wesley Barker (wesley.barker@tobm.org) and Rose Vaughn Williams (rwilliams@nclm.org) from dworrell@nclm.org IP: 24.246.150.19
VIEWED	**10 / 16 / 2025** 16:14:13 UTC	Viewed by Josh Harrold (josh.harrold@tobm.org) IP: 174.225.225.185
SIGNED	**10 / 16 / 2025** 16:15:20 UTC	Signed by Josh Harrold (josh.harrold@tobm.org) IP: 174.225.225.185
VIEWED	**10 / 16 / 2025** 16:46:28 UTC	Viewed by Wesley Barker (wesley.barker@tobm.org) IP: 64.147.211.242
SIGNED	**10 / 16 / 2025** 16:47:16 UTC	Signed by Wesley Barker (wesley.barker@tobm.org) IP: 64.147.211.242

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Audit trail

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Status	Signed

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VIEWED	**10 / 17 / 2025** 15:25:55 UTC	Viewed by Rose Vaughn Williams (rwilliams@nclm.org) IP: 136.56.172.222
SIGNED	**10 / 17 / 2025** 15:26:08 UTC	Signed by Rose Vaughn Williams (rwilliams@nclm.org) IP: 136.56.172.222
COMPLETED	**10 / 17 / 2025** 15:26:08 UTC	The document has been completed.

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Council Member Doug Hay made a motion to approve the following resolution. A vote of 4-0 in favor. Council Member Ryan Stone was absent.

A RESOLUTION APPROVING THE DEBRIS REMOVAL COOPERATIVE MEMORANDUM OF AGREEMENT BETWEEN THE NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT AND THE TOWN OF BLACK MOUNTAIN RELATED TO TROPICAL STORM HELENE (FEMA-DR-4827-NC)

Resolution #: R-25-61

WHEREAS, Tropical Storm Helene caused widespread damage and debris throughout western North Carolina, creating emergency conditions that threaten public health, safety, and welfare; and

WHEREAS, the North Carolina Division of Emergency Management (NCEM) has established a Debris Removal Cooperative Memorandum of Agreement ("Agreement") to assist local government entities in expediting debris removal operations under FEMA-DR-4827-NC; and

WHEREAS, the Agreement allows NCEM to act as the legally responsible entity for conducting debris removal operations within the jurisdiction of participating local governments, enabling the Town to receive coordinated state and federal debris removal assistance and reimbursement under applicable FEMA programs; and

WHEREAS, the Town of Black Mountain recognizes the need to remove storm-related debris efficiently to protect the community, restore infrastructure, and support recovery efforts following Tropical Storm Helene; and

WHEREAS, the Town of Black Mountain wishes to enter into the Agreement with NCEM to ensure eligibility for federal and state reimbursement and to facilitate coordinated debris removal efforts.

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

1. The Debris Removal Cooperative Memorandum of Agreement between the North Carolina Division of Emergency Management and the Town of Black Mountain related to Tropical Storm Helene (FEMA-DR-4827-NC) is hereby approved and attached hereto.
2. The Town Manager (or designee) is authorized to execute the Agreement and any related documents on behalf of the Town.
3. This Resolution shall be effective upon adoption.

Adopted this 13th day of October 2025.

Archie Pertiller, Vice Mayor

ATTEST:

Wesley M. Barker, Town Clerk

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

Debris Removal Cooperative Memorandum of Agreement between the North Carolina Division of Emergency Management and local government entities affected by Tropical Storm Helene, FEMA-DR-4827-NC.

This Cooperative Memorandum of Agreement is entered into by and between the North Carolina Division of Emergency Management (hereinafter NCEM) and the undersigned county, municipality, or tribal entity (hereinafter referred to as Local Government Entity "LGE" or County) to facilitate expedited assistance with debris removal resulting from Tropical Storm Helene. The entities are referred to collectively as the "Parties."

I. PURPOSE

- WHEREAS, Tropical Storm Helene caused unprecedented damage and debris in western North Carolina. The accumulated debris creates emergency and urgent conditions that require timely removal to protect health and safety and avert additional risks to the public; and

- WHEREAS, the LGE or counties seek assistance to remove debris due to increased demands for capital and capacity; and

- WHEREAS, N.C. Gen. Stat. § 153A-121(a) delegates to counties the power to abate by ordinance acts, omissions, or conditions that are detrimental to the health, safety, or welfare of their citizens, and

- WHEREAS, N.C. Gen. Stat. § 160A-174 delegates to cities the power to define, prohibit, regulate, or abate by ordinance acts, omissions, or conditions detrimental to the health, safety, or welfare of their citizens; and

- WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.12(1), the Governor and the Secretary of Public Safety delegate powers and duties to NCEM for coordinating the emergency management activities of State agencies, managing the State Emergency Response Team, and overseeing emergency management programs; and

- WHEREAS, the purposes of Chapter 166A, which grants powers and duties to NCEM, are intended to: (1) reduce the vulnerability of the people and property of this State to damage, injury, and loss of life and

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property; (2) prepare for the prompt and efficient rescue, care, and treatment of threatened or affected persons; (3) provide for the swift and orderly rehabilitation of individuals and the restoration of property; and (4) ensure the cooperation and coordination of activities related to emergency and disaster mitigation, preparedness, response, and recovery; and

- WHEREAS, N.C. Gen. Stat. § 166A-19.15 designates the governing body of each county as the responsible authority for implementing and coordinating emergency management within each county's geographical limits, including the activities of municipalities; and

- WHEREAS, pursuant to this Agreement, the County or LGE delegates its authority to NCEM as the legally responsible entity for conducting debris removal operations for Tropical Storm Helene within its jurisdiction.

Therefore, the Parties agree and enter into this Cooperative Agreement, which embodies the understandings, commitments, terms, and conditions for NCEM to provide debris removal assistance during FEMA-DR-4827-NC for the undersigned County or LGE in relation to the recovery efforts from Tropical Storm Helene.

II. AUTHORITIES

- The North Carolina Emergency Management Act, as amended, North Carolina General Statutes, Chapter 166A et seq.
- N.C. Gen. Stat. § 153A-121
- N.C. Gen. Stat. § 160A-174
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121 et seq.
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 44 CFR Part 206, Subpart G, Public Assistance Project Administration
- FEMA Public Assistance Program and Policy Guide, June 1, 2020, Version 4

III. DEFINITIONS

"Agreement" means this document, the Debris Removal Memorandum of Cooperative Agreement between the North Carolina Division of Emergency Management and counties or other local government entities.

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"Assistance" refers to help with debris removal, including personnel, equipment, facilities, services, supplies, and other resources authorized by relevant federal, state, and local funding sources.

"Authorized Representative" means a Party's employee who has been authorized in writing by that Party to request, offer, or otherwise establish a cooperative debris removal relationship under the terms of this Agreement. The list of Authorized Representatives for each Party shall be attached to the executed copy of this Agreement.

"County" refers to the political subdivision executing this Agreement, as designated by N.C. Gen. Stat. § 166A-19.15, which serves as the responsible authority for emergency management within its geographical limits and is eligible to receive FEMA funding as a sub-recipient under this Agreement.

"CPDR" means Commercial Property Debris Removal, which refers to the removal of debris from private property.

"Declared Event" refers to Tropical Storm Helene, FEMA-DR-4827-NC.

The "Designated Coordinator" refers to a county emergency management office or an employee of the undersigned county or LGE, assigned by an authorized representative of the County or LGE, who serves as the point of contact for debris removal coordination under this Agreement.

"Disaster Impacted Area" refers to a geographical area designated by FEMA as affected by Tropical Storm Helene.

"Emergency conditions" means conditions caused by Tropical Storm Helene that are assessed to have the potential to jeopardize public health and safety or to heighten the risk of further damage to property, health, and safety if not alleviated.

"Local Government Entity or LGE" refers to a local government entity eligible to be a sub-recipient of FEMA funding under this Agreement, which includes a county, city, town, tribal, or other governmental authority.

"NCEM" The North Carolina Division of Emergency Management is a part of the North Carolina Department of Public Safety.

"Party" NCEM, a local government entity or county that enters into this Debris Removal Memorandum of Cooperative Agreement.

"Parties" refers to NCEM and one or more counties or LGEs that enter into and participate in the Debris Removal Memorandum of Cooperative Agreement.

"PPDR" refers to Private Property Debris Removal.

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IV. Procedure for requesting assistance

A. METHOD FOR REQUESTING DISASTER DEBRIS REMOVAL

Any property owner or entity, including counties or LGEs, requesting debris removal under this Agreement should submit their requests through the coordinator designated by their county or LGE. Requests for debris removal should only be made in counties or LGEs located in disaster-impacted areas. The debris to be removed must have resulted from Tropical Storm Helene.

1. County: The coordinator designated by the County should request debris removal under this Agreement from NCEM.

2. LGE, as defined under this Agreement, shall coordinate its request with the County before the designated coordinator submits it to NCEM. The LGE shall provide written confirmation to NCEM that coordination has occurred.

B. REQUIRED INFORMATION

All requests for assistance must include the following information in writing:

i. *Impacted Area and GPS Coordinates.* Counties or LGEs will provide a general description of the areas, the conditions, and the debris damage they have sustained due to the declared event. NCEM contractors, with input from the County or LGE, will conduct damage assessments that include GPS coordinates of the affected areas for which assistance is requested.

ii. *Infrastructure Systems:* Identify any affected infrastructure systems.

iii. *Streams and Waterways*. Identify the affected waterways or streams and obtain the necessary regulatory permits for debris removal from them.

iv. *Meeting Time and Place.* The County or LGE designated coordinator, along with the local emergency management agency, shall reach an agreement with the designated staff at NCEM regarding a specific time and location for a representative of the County or LGE to meet with NCEM personnel and provide any necessary requirements.

v. *Signed Cooperative Agreement.* The LGE, or the County's designated coordinator, shall provide a copy of this agreement, signed by the duly authorized official of the County or LGE. The County or LGE agrees to transfer its legal authority for the work to NCEM, which allows NCEM to be reimbursed for all work requested by the County or LGE.

C. STATE AND FEDERAL FUNDING

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The undersigned County or LGE agrees to provide NCEM with any documentation needed to request state or federal assistance and grants for funding the debris removal assistance provided.

V. NCEM Assessment of Ability to Render Assistance

When contacted by the LGE or the County's Designated Coordinator, NCEM's authorized representative shall complete a written acknowledgment confirming that all elements of the required information or documentation have been received, including this signed agreement. In response to the County's or the LGE's request for assistance, NCEM shall provide:

(i) Dates when assistance is scheduled.
(ii) A description of the equipment, personnel, resources required, availability, and provision timeline.
(iii) The estimated time required to fulfill the request.
(iv) The name and contact details for NCEM's designated supervisor regarding the request.
(v) The name and contact number of NCEM's designated supervisor and authorized representative.

VI. SUPERVISION AND CONTROL

After NCEM designates a supervisor for the requested assistance, the County or LGE will assign a designated coordinator to NCEM's supervisor to facilitate communication and transfer any necessary documentation. NCEM's supervisor will have the authority to:

(i) Establish and assign work schedules; maintain direct oversight and supervision of personnel, equipment, and other resources; and ensure effective communication and upkeep of communication equipment.
(ii) Keep a daily log of time, material records, and equipment hours.
(iii) Report work progress to the County or LGE at mutually agreed intervals.
(iv) Assess the estimated number of personnel, along with the types of equipment, materials, and supplies required to fulfill the request.
(v) Obtain right-of-entry approvals for debris removal on public and private properties, if applicable.

VII. REIMBURSEMENT

A. NCEM Responsibilities:

(i) NCEM will act as the primary grantee of federal and state funds for this project while ensuring overall program accountability.

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(ii) NCEM shall ensure compliance with FEMA terms, including reporting, auditing, and administrative requirements per 2 CFR Part 200 et seq.
(iii) NCEM will provide technical guidance to the county or local government entity (LGE).
(iv) NCEM will act as the operational lead for the debris removal assistance program.

B. County or LGE Responsibilities:

(i) The undersigned County or LGE, as a third-party beneficiary of FEMA funds, agrees to ensure that, in coordination with NCEM, federal funds supplement rather than supplant existing state and local funds.
(ii) The undersigned County or LGE agrees to ensure that the debris removal project requested in this Agreement has not been submitted for any other FEMA-4827-DR-NC Tropical Storm Helene debris removal project.
(iii) As a third-party beneficiary of FEMA and State funds, the undersigned County or LGE agrees to comply with federal, state, and FEMA requirements that ensure NCEM's eligibility for and compliance with FEMA funding for debris removal assistance under this Agreement.
(iv) The undersigned County or LGE agrees to provide all scope or extension requests in writing. All requests must receive prior written approval from NCEM before implementation.

VIII. IMMUNITY

Pursuant to N.C. Gen. Stat. § 166A-19.60, all activities performed under this Agreement are declared to be governmental functions. Neither the parties to this Agreement nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel, complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement, shall be liable for the death of, or injury to, persons or for damage to property as a result of any such activity.

IX. AMENDMENTS

This Agreement may be modified at any time with the mutual written consent of both parties.

X. EFFECTIVE DATE

This Agreement shall take effect upon proper execution by the duly authorized official of the County and/or the governing board of the County or a LGE and upon acceptance by the Director of NCEM or his designee.

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This Agreement shall remain in effect for the period of performance, 10/14/2025 through March 28, 2026, unless either party provides 30 days' written notice for extension or termination.

XI. SIGNATURES

FOR COUNTY or LGE

NAME OF ELIGIBLE COUNTY/LGE: Town of Black Mountain

SIGNATURE OF AUTHORIZED OFFICIAL: Cherie Batteller

TITLE OF AUTHORIZED OFFICIAL: Vice Mayor

Date: 10/14/2025

For the North Carolina Division of Emergency Management (NCEM)

NAME: Signed by: William C. Roy 8EFD1045C30749F...

TITLE: Director & Deputy Homeland Security Advisor

DATE: 10/25/2025 | 08:12:14 EDT

END OF DOCUMENT

ASHEVILLE BUTTERFLY TRAIL
An Initiative of Bee City USA - Asheville

Asheville Butterfly Trail Station Host Memorandum of Agreement

Bee City USA – Asheville's (BCU-AVL) Asheville Butterfly Trail (Trail) program seeks to educate both residents and visitors about the life cycles of many butterflies that are native to our area, the relationship between plants and pollinators, and the role of butterflies in the food web and pollinating our native plants. BCU-AVL is grateful to the public and private property owners who have chosen to host a Station on the Trail. This Memorandum of Agreement seeks to list the expectations of BCU-AVL and each Host to make participating in the Trail experience a pleasant one for all concerned.

BCU-AVL agrees to:

1. Identify a mutually agreeable location for the Trail Station, with parking and the path to parking accessible to wheelchair users.

2. Create, install, and maintain a set of human-scale butterfly wings for educational and photo opportunities accompanied by interpretive signage that explains the butterfly's life cycle and includes a QR code that links back to the Trail website. The wings and sign will have graffiti protection coating (allowing graffiti removal with a microfiber cloth and denatured alcohol).

3. Create and maintain a mobile-friendly Trail website with dynamic links to the Host (and their Station's corporate or foundation sponsor, if applicable) to promote and provide information about the Trail.

4. Create and maintain downloadable Trail maps, rack cards ("passports"), and butterfly coloring books. Maps and coloring books will include logos linked to the Station's corporate or foundation sponsor (if applicable).

5. Print a Trail rack card and keep it supplied in various locations.

6. Create and maintain Trail Instagram account with links to the Trail website.

7. Retain and maintain commercial general liability insurance to cover destructive, negligent acts.

8. Retain the right to terminate this agreement and remove and relocate the wings, sign, and website references upon sixty (60) days' notice.

BEE CITY USA®
ASHEVILLE

The Asheville Butterfly Trail Station Host agrees to:

1. Host their Trail Station for a minimum of five years from the date of installation with the potential of renewing.

2. Identify a mutually agreeable location for the Trail Station, with parking and the path to parking accessible to wheelchair users; and allow BCU-AVL to install the wings and sign as described in Bullet 2 above.

3. Check the Trail Station at least weekly to notify BCU-AVL of any wing or sign maintenance, repair, or replacement needs, maintain the butterfly's larval host and nectar plants near the Trail Station, and keep the area free of litter and its landscaping maintained.

4. Contribute a one-time Trail Station installation fee of $10,000 to BCU-AVL prior to installation, and an annual stewardship fee of $1,000 thereafter for five years starting one year from the date of installation. (Payment options are negotiable.) In the event the Host is unable to contribute this installation fee and/or the annual stewardship fee, the Host may A) seek a sponsorship approved by BCU-AVL, or B) allow BCU-AVL to raise these funds through individual donations, grants or corporate sponsorships. Corporate/foundation sponsors will be recognized as noted above in bullets 3 and 4 of BCU-AVL's agreements.

5. Ensure that the Host's liability insurance covers the Trail Station and provide a Certificate of Insurance naming Bee City USA-Asheville as an additional insured party.

6. Hold BCU-AVL harmless for any personal injury or property damage occurring at or caused by the Trail Station.

7. Comply with the applicable provisions of the Americans with Disabilities Act (ADA) at the Trail Station and its rules and regulations. In short, there is an accessible parking space that connects to an accessible path (at least 36 inches wide, and 60 inches wide where passing room is needed) that leads to the accessible butterfly wings. Hold BCU-AVL harmless from all claims arising out of or connected with the failure of the Host to comply with applicable provisions of the ADA or its rules and regulations.

8. Retain the right to terminate this agreement and allow BCU-AVL to remove and relocate the wings, sign, and website references upon sixty (60) days' notice to BCU-AVL.

Bee City USA – Asheville, info@beecityasheville.org

Phyllis Stiles Chair
Name & Title

Signature & Date 10/13/25

828-545-4282
Phone

Asheville Butterfly Trail Station Host

Town of Black Mountain
Company/Organization

1160 Midland Ave. Black Mountain, NC 28711
Street Address, City, State, Zip

C. Michael Sobol, Mayor
Name & Title

C Michael Sobol Mayor
Signature & Date

828-419-9310 towncouncil@tobm.org ; town.clerk@tobm.org
Phone & Email

www.townofblackmountain.org
Website

Transfer Agreement
Contract No. W912PM25P0044P00001

This Transfer Agreement ("Agreement") is made as of the 13th day of October, 2025, by and between Town of Black Mountain ("Town") and WIT Contracting of Franklinton, LLC ("Vendor").

Recitals

WHEREAS, U.S. Army Corps of Engineers, Wilmington ("USACE") has entered into a certain Contract for commercial items dated March 21, 2025, referenced as Contract Number W912PM25P0044P00001, by and between USACE and Vendor, including all attachments and exhibits (the "Master Agreement"), for the furnishing, delivery and installation of Temporary Facilities to the Town;

WHEREAS, said Master Agreement provides that a local government entity may accept transfer of the lease of the Temporary Facilities on a monthly basis, for less than or equal to the average monthly rate provided in the Master Agreement;

WHEREAS, the Town has the administrative and legal capacity to accept transfer of the lease obligations under the Master Agreement;

WHEREAS, USACE desires the Town to accept transfer of the lease obligations set forth in the Master Agreement; and

WHEREAS, the Town and Vendor desire to enter into this Agreement to memorialize the parties duties and obligations in light of the transfer of the lease obligations of the Master Agreement to the Town.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Town and Vendor hereby agree as follows:

Terms and Conditions

1. The Master Agreement, attached hereto as **Exhibit "1"** is incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

2. The Town shall be afforded all of the rights, privileges and indemnifications afforded to USACE under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to USACE.

3. Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

4. The Town shall perform those Government duties, responsibilities, and obligations under the Master Agreement as set forth below, and Vendor acknowledges that the Town shall act in the capacity of the local government entity that was transferred the lease obligations for the Temporary Facilities as contemplated under the Master Agreement.

5. With respect to any purchases made by USACE pursuant to the Master Agreement, the Town (a) shall not be construed as a representative, partner, or agent of any type of Vendor or USACE, (b) shall not be obligated, liable or responsible (i) for any orders made by USACE or any employee of USACE under the Master Agreement, or (ii) for any payments required to be made with respect to such order, except as stated herein, and (c) shall not be obligated, liable or responsible for any failure by USACE to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. The Town makes no representations or guaranties with respect to any actions required to be completed by USACE or any employee of USACE under the Master Agreement.

6. The Town, as the local government entity, participating in the Agreement with Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the Town and Vendor. The USACE, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Lease Obligations

7. As a result of accepting the transfer of the ongoing lease obligations of the USACE contained in the Master Agreement, Town hereby agrees with Vendor to satisfy such remaining obligations of USACE for the lease of the Temporary Facilities as set out in the Master Agreement under Item No: 0006, 0007, and 0008.

8. In an effort to clarify the Town's ability to extend the lease of the Temporary Facilities that are the subject of this Agreement, Vendor and Town agree to the following modification of Note 1 contained in the Master Agreement:

Note 1: The Town reserves the right to exercise option bid item 1 within thirty (30) days of the end of the lease period within CLIN 0006. The Town reserves the right to exercise option bid item 2 within thirty (30) days of the end of the lease period within CLIN 0007. The Town reserves the right to exercise option bid item 3 within thirty (30) days of the end of the current lease period which could be CLIN 0006, CLIN 0007 or CLIN 0008, depending on the exercise of the lease option extension.

Term of Agreement

9. If not sooner terminated pursuant to the terms contained herein, this Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Town to the Vendor through the termination of this Agreement or Master Agreement and all indemnifications afforded by Vendor to the Town shall survive the term of this Agreement.

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

General Provisions

11. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of North Carolina, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary. This Agreement and the Master Agreement, attached as an exhibit, contain the entire agreement and understanding between the parties hereto and can only be amended in writing signed by both Town and Vendor.

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

13. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

14. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of the Town, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument and may be delivered by PDF or other electronic transmission.

16. All written communications given hereunder shall be delivered to the addresses as set forth below.

IN WITNESS WHEREOF, Town and Vendor agree to the foregoing and have caused this Agreement to be executed by their respective duly authorized representatives of the date set forth above.

Town of Black Mountain:		**WIT Contracting of Franklinton, LLC:**	
Name:	Archie C. Pertiller	Name:	
Title:	Vice Mayor	Title:	
Address:	1100 Midland Ave. Black Mountain, NC 28711	Address:	
Signature:		Signature:	
Date:	10/14/2025	Date:	