BLACK MOUNTAIN TOWN COUNCIL MINUTES

September 9, 2024 | Regular Meeting | Time: 6:00 P.M.

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

The Black Mountain Town Council held their regular meeting on Monday, September 9, 2024, at 6:00 p.m. in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

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

The following staff members were present: Josh Harrold, Town Manager, Jessica Trotman, Assistant Town Manager; Wesley Barker, Town Clerk; Josh Henderson, Recreation & Parks Director; John Coffey, Fire Chief; Steve Parker, Police Chief; Jamey Matthews, Public Works Director; Angela Reece, Project and Facilities Manager. Attorney Craig Justus was also present.

Mayor Sobol led those in attendance in the pledge of allegiance and a moment of silence, then read the ethics statement. The Mayor stated he would like to hold a special meeting within the next two weeks to discuss recent Town financial statements.

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2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

Bill Hollingsed, Executive Director of the NC Association of Chiefs of Police, presented the Black Mountain Police Department with the NC Accreditation Award for Excellence in Policing which is awarded to police departments that meet or exceed state standards. Black Mountain Police Department was the first department to receive this award outside of the initial pilot program.

Proclamation in Memory of Former Mayor Chester Thomas "Tom" Sobol, Jr.- Vice Mayor Archie Pertiller read the proclamation in honor of former Black Mountain Mayor Tom Sobol, Jr.

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3. CITIZEN COMMENTS

Lynn Swann, 101 S. Park Ln., thanked the Council for supporting the meal site funding and spoke on the meal sites and the paved path leading from the parking lot to Lakeview Center.

Dan Cordell, 18 Chestnut Lodge Rd., spoke on the agenda item about prohibiting unauthorized parking and potential lease agreement in Norfolk Southern Railroad right-of-way along Sutton Ave.

The Town Manager read an emailed statement from citizen Bill Christy.

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4. **COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES**

Jessica Trotman, Assistant Town Manager, gave an update on the Ridgecrest Connector Potential Funding stating the Town had applied for Buncombe County's Passive Recreation grant program. The application for $705,000 in construction dollars has been recommended for funding. County Commissioners will vote on item at their October 15, 2024 meeting. Other grants are pending.

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5. **CONSENT AGENDA**

Town Manager Josh Harrold reviewed the consent agenda with the Town Council, noting one correction which is that item 5.10.C- Stormwater GIS Data Technical Support Services, would appropriate fund balance from the General Fund, not the Stormwater Fund as listed on the agenda. Council Member Doug Hay made a motion to approve the consent agenda as presented. A vote of 5-0 in favor.

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A. Monthly Property Tax Collector Report – July 2024

CURRENT YEAR TAX -ALL TAXES, LIENS, LATE LIST PENALTIES, INTEREST AND FEES	
Billed	$ 5,282,413.94
Collected	$ 51,257.18
Adjustments and Releases	$ (54.52)
Outstanding real and personal property taxes	**$ 5,231,102.24**
TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR	0.97%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH	
Collected	$ 560.15
Adjustments and Releases	

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

Ad Valorem	$ 29.51
Motor Vehicle	$ 59.82

Council Member Doug Hay made a motion to approve the tax collector report as presented. A vote of 5-0 in favor.

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B. Annual Property Tax Settlement and Order of Collection.

Council Member Doug Hay made a motion to approve the annual property tax settlement and the Order of Collection of Taxes. A vote of 5-0 in favor

Black Mountain

Fiscal Year 2024 Property Tax

Net Levy	Collected	Uncollected	Percent Collected
$5,195,218.20	$5,185,647.06	$9,571.14	99.82%

Regular Levy Prior Year Collections in Fiscal Year 2024

Tax Year	Levy Due	Collected	Uncollected
2022	8,223.84	5,271.70	2,952.14
2021	3,817.53	1,403.89	2,413.64
2020	2,067.72	280.20	1,787.52
2019	803.27	141.98	661.29
2018	612.06	111.82	500.24
2017	275.19	9.83	265.36
2016	107.71	-	107.71
2015	153.35	-	153.35
2014	130.00	-	130.00
2013	426.24	-	426.24

Regular Levy 2024 Prepaid Amount Collected: $ 2,023.29

Write Off Total (As of 07/10/2024)

2013 Regular Levy $ 456.13

Write off total includes accrued interest.

Pursuant to NCGS § 105-321:

ORDER OF COLLECTION OF TAXES

State of North Carolina
Town of Black Mountain

To the Tax Collector of Town of Black Mountain and by delegated authority, the Tax Collector for Buncombe County:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Buncombe County Tax Department and the Information Technology Office and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Black Mountain, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. Tax records for the Town of Black Mountain are delivered to you for collection. You are further authorized to call upon the Sheriff to levy upon and sell personal property under execution for the payment of taxes.

Witness my hand and official seal, this 9th day of September, 2024

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C. Consideration of Budget Amendments.

Council Member Doug Hay made a motion to approve the following budget amendments. A vote of 5-0 in favor.

1. **Lead and Copper Line Compliance Capital Project- $510,000** (Appropriate Fund Balance of $10,000 from the Water Fund; Accept Loan Funding of $500,000 from BIL DWSRF LSLR State Revolving Fund.)
2. **Kiwanis Club Grant - $2,000** (Recognize contribution grant from Kiwanis Club to be used within Police Dept. Community Outreach Fund.)
3. **Fire Department Motorola Radios- $15,400** (Appropriated Fund Balance from the Fire Dept. for Motorola invoices that had not previously been submitted for payment from vendor within prior fiscal years.)
4. **Insurance Proceeds- Garage Door- $12,490** (Recognize insurance proceeds to repair garage door at Public Works.)
5. **Acceptance of NC Chief of Police Grant- $28,000** (Recognize performance and wellness grant from the NC Assoc. of Chiefs of Police to be used within Police Dept.)
6. **Insurance Proceeds- Parks & Recreation Van- $1,539** (Recognize insurance proceeds to repair Parks & Recreation van.)
7. **Insurance Proceeds- Pool Storage Building- $1,099** (Recognize insurance proceeds to repair pool storage building.)
8. **Insurance Proceeds- Police Dept. Dodge Durango Vehicle- $35,448** (Recognize insurance proceeds to replace police vehicle).
9. **Police Dept. Dodge Durango Vehicle Additional Funding- $15,000** (Appropriate Fund Balance and transfer funding from Police Forfeiture Fund to supplement additional funding needed to replace Dodge Durango.)
10. **Stormwater GIS Data Technical Support Services- $21,000 (**Appropriate Fund Balance from the General Fund for GIS data technical services needed.)

11. **Funding of Senior Dining Program- $24,000** (Appropriate Fund Balance to provide funding for the Senior Meal Program at Lakeview Center through June 30, 2025.)

Adjustment Number	Summary	Description	Account Number	Account Name	Account Type	Amended Amount
BA25-0000023	Capital Project Fund acceptance of LSRL Loan	BAMEND - Transfer Funds for Closing Fees Lead and Copper Line Compliance Loan	450-8515-48590	Transfers In	Revenue	-$10,000.00
			600-0000-48900	Appropriated Fund Balance	Revenue	-$10,000.00
			600-7000-59510	Transfer Out	Expense	$10,000.00
		BAMEND - Acceptance of Lead and Copper Line Compliance Loan	450-8515-48025	Debt Proceeds	Revenue	-$500,000.00
			450-8515-52015	Professional and Technical Services	Expense	$510,000.00
BA25-0000024	Kiwanis Club Grant	Kiwanis Club grant for children and families within the area	235-0000-43400	Grant Revenues- Nongovernmental	Revenue	-$2,000.00
			235-4510-55023	Community Outreach/Public Relations Expense	Expense	$2,000.00
BA25-0000025	Fire Department Motorola	Prior Year Outstanding invoices received from Motorola	200-0000-48900	Appropriated Fund Balance	Revenue	-$15,400.00
			200-4520-52510	Non-Capital Equipment and Furniture	Expense	$15,400.00
BA25-0000026	BAMEND - Garage Door Insurance Claim	Recognize Insurance Proceeds for Garage Door	100-0000-48010	Insurance Recovery Proceeds	Revenue	-$12,490.00
			100-4610-52310	R & M - Buildings	Expense	$12,490.00
BA25-0000027	BAMEND - NC Chief of Police Grant	North Carolina Association of Chiefs of Police Performance and Wellness Grant Program	100-4510-43400	Grant Revenues- Nongovernmental	Revenue	-$28,000.00
			100-4510-52020	Contract Services	Expense	$28,000.00
BA25-0000034	BAMEND - Insurance Proceeds	Budget Amendment Recognizing Insurance Claim Proceeds and Adopting Budget foRecreation Van Expense	100-0000-48010	Insurance Recovery Proceeds	Revenue	-$1,539.00
			100-4700-52316	R & M - Vehicle	Expense	$1,539.00
BA25-0000038	BAMEND - Insurance Proceeds Pool Storage Bldg	Pool Storage Building Amendment Budget revenue from Insurance Claim proceeds and associated expenditure	100-0000-48010	Insurance Recovery Proceeds	Revenue	-$1,099.00
			100-4710-52310	R & M - Buildings	Expense	$1,099.00
BA25-0000039	AMEND - PD Dodge Durango Insurance Proceeds	Budget Amendment to recognize insurance claims proceeds and associated expenses for PD Vehicle	100-0000-48010	Insurance Recovery Proceeds	Revenue	-$35,448.00
			100-4510-57410	Capital Outlay-Vehicles	Expense	$35,448.00
BA25-0000040	BAMEND - Transfer Funds for PD Vehcile Replacement	Transfer funds from the PD Forfeiture Funds to supplement additional funding required to replace damaged vehcile	100-4510-57410	Capital Outlay-Vehicles	Expense	$15,000.00
			100-7000-48590	Transfers In	Revenue	-$15,000.00
			230-4511-48900	Appropriated Fund Balance	Revenue	-$15,000.00
			230-4511-59510	Transfer Out	Expense	$15,000.00
BA25-0000042	BAMEND - Stormwater GIS Data Technical Services	Amendment for Stormwater GIS Technical Support Services	100-0000-48900	Appropriated Fund Balance	Revenue	-$21,000.00
			630-5500-52015	Professional and Technical Services	Expense	$21,000.00

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Council Member Doug Hay made a motion to approve the following resolution as presented. A vote of 5-0 in favor.

RESOLUTION BY THE TOWN OF BLACK MOUNTAIN TOWN COUNCIL EXEMPTING ADDITIONAL PROFESSIONAL SERVICES FOR STORMWATER INFRASTRUCTURE PLANNING FROM G.S. 143-64.31 AND APPROVING AGREEMENT WITH W.K. DICKSON TO PROVIDE ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE TOWN OF BLACK MOUNTAIN STORMWATER INFRASTRUCTURE PLANNING PROJECT

Resolution #R-24-32

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, the Town of Black Mountain wishes to contract for Professional Engineering services for additional services related to stormwater infrastructure planning to develop web-based GIS tools and to optimize existing software; and

WHEREAS, the Town's GIS data and stormwater geodatabases are being stored on servers belonging to Wildlands Engineering and Land of Sky Regional Council; and

WHEREAS, the additional services will assist the Town with meeting drinking water and/or wastewater and/or stormwater infrastructure needs; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than $50,000; and

WHEREAS, W.K. Dickson is the lead engineering firm based on the evaluations, staff is recommending that Town Council declare to be best qualified to provide these Professional Engineering Services; and

WHEREAS, a contract for Professional Engineering Services with W.K. Dickson has been presented to the Town Council for approval.

WHEREAS, the Town proposes to enter into one contract for additional professional design services with W.K. Dickson for work on [the Stormwater Infrastructure Planning Project]; and

WHEREAS, the fee for additional design services for the above-described project is $21,000; and

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

1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.
2. The Town of Black Mountain accepts W.K. Dickson's proposal for additional professional engineering services for the Stormwater Infrastructure Planning Project in an amount not to exceed $21,000.
3. The Town Manager and Town Attorney are authorized to negotiate and execute a final contract with W.K. Dickson on behalf of Town Council consistent with the terms of this Resolution.
4. This resolution shall be effective upon adoption.

Adopted by the Town Council of the Town of Black Mountain, North Carolina on this 9th day of September 2024.

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6) PUBLIC HEARING

A. Text Amendments to Chapter 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14, Table of Permitted Uses, and Chapter 5, Additional Use Standards for Specified Uses to Add Section 5.17 Mobile Retail Vendors. Jessica Trotman, Assistant Town Manager, gave a brief presentation of this item noting the types of retail included are vintage, antique and handmade ("artisanal"). This is consistent with mobile food vendors regulations, but no food can be sold under these regulations. Permits acquired are valid for one year from date of issuance. Jessica stated these mobile retail vendors must be mobile in some capacity, explaining they cannot be set up in residential areas or driveways. Jessica also reviewed operating location and requirements, and site maintenance. The Planning Board has reviewed and provided the proposed amendments for the Council to consider. Vice Mayor Archie Pertiller made a motion to open the public hearing. A vote of 5-0 in favor. The time was 6:37 p.m. No public comments were made. Vice Mayor Archie Pertiller then made a motion to close the public hearing. A vote of 5-0 in favor.

Council members then had a discussion about the proposed amendments and had several questions. Council Member Alice Berry made a motion to re-open the public hearing for further discussion so that the applicant could speak. A vote of 5-0 in favor. The time was 6:45 p.m. Cassie LaCourse, an owner of a mobile retail business, spoke to the Council regarding questions on generators and operational items. Council Member Alice Berry made a motion to close the public hearing. A vote of 5-0 in favor. The time was 6:50 p.m.

Mayor Sobol made a suggestion of setting a maximum decibel level if generators were to be used by these vendors. After some further discussion, Town Attorney Craig Justus recommended the town approve the item with no generators to be allowed as part of the text. The Town Attorney also advised the Council on hours of operation for mobile retail vendors and suggested 6am-10pm.

The Council was in consensus to add two provisions to the proposed text amendment ordinance under Ch. 5, Section 5.17.B: Operating Location and Requirements, as a new subsection (9) and (10). Addressing no generators and the permitted hours of operation shall be 6am-10pm daily.

With no further discussion, ***Vice Mayor Archie Pertiller made a motion to approve the following ordinance, that the proposed changes are consistent with the comprehensive plan, current state regulations, and find that these recommendations promote the general safety and welfare of the community and are in keeping with good zoning practice. A vote of 5-0 in favor.***

AN ORDINANCE TO AMEND CHAPTER 4, USES, CHAPTER 4, 4.17.14, TABLE OF PERMITTED USES, AND CHAPTER 5, SECTION 5.17 OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE TO ADD TEXT FOR MOBILE RETAIL VENDORS

ORDINANCE #O-24-14

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;

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 September 9, 2024, 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 4, Section 4.7.11.4, Uses, Chapter 4, Section 4.7.14 and Chapter 5, Section 5.17, of the Town of Black Mountain Land Use Code, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 4

Section 4.7.11 Uses.

A. Permitted uses shall be based on the general category of use that has been established for a lot or group of lots in the master plan. The general land use categories are listed below with particular uses allowed and suggested amounts for each, expressed as a percentage of the total gross area of the neighborhood.

Use	Amount	Allowable Uses
Public	At least 5%	Parks, squares, greenbelts, sidewalks/walkways, streets, alleys, and civic uses
Civic	At least 2%	Community buildings including meeting halls, libraries, post offices, schools, child care centers, clubhouses, religious buildings, recreational facilities, museums, performing arts buildings, and municipal buildings

Shop front	2% to 20%	Residential and commercial uses; approximately 50% of the building area shall be designated for residential use*
Attached Homes (Multi-Family)	15% to 30%	Buildings for residential use and limited commercial uses, such as a coffee house, home occupation or bed and breakfast inn
Detached Homes	30%	Buildings for residential uses, customary home occupational uses and bed and breakfast inns
Business	5% to 15%	Office, bar/brewery, restaurant, brew pub/tavern, retail, including eating establishments, **mobile retail vendors*****, and other commercial uses provided they produce little or no noise, odor, dust, or vibration**

* Residential uses are not permitted on the ground floors of shop front buildings.

** Business uses shall be grouped together as follows: office and retail may be grouped with shop front buildings to form town centers. All other business uses shall be grouped together outside town and neighborhood center.

***__**Mobile retail vendors shall allow up to 6 vendors per parcel and there is no limit of mobile retail vendors allowed in the district.**__

Section 4.7.14. Table of Permitted Uses

Category	Use	CR-1	SR-2	TR-4	UR-8	NMU-8	OI-6	CBD	HB-8	LI-8	HI-0
Commercial	**Mobile Retail Vendor**					**P**		**P**	**P**	**P**	**P**

Chapter 5

Section 5.17 Mobile Retail Vendors

A. Temporary Use Permit Required

1. **Any mobile retail vendor operating in the Town of Black Mountain must obtain a permit issued by the Zoning Administrator.**
2. **The vendor will submit an application to the Planning and Development Department, which shall include a site plan showing the location or locations where the mobile retail vendor will operate and demonstrate that all requirements of this ordinance can be met while operating at each location.**
3. **The vendor will only operate at those locations specified in the permit.**
4. **A permit will be valid for a period of one year from the date of issuance.**

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 to ensure visibility (see Section 4.4.6).**
6. **At least one onsite parking space per mobile retail vendor is required, except that no onsite parking will be required for a mobile retail vendor operating in the central business district. Allocation of parking spaces to the mobile retail vendor must not reduce available parking for other uses such that those uses would no longer meet minimum parking requirements.**
7. **Signage.**
    a. **Cantilevered ground sign that has a pole with a maximum height of six feet, and with a sign that has a maximum square footage of five square feet will be allowed.**
8. **Number of Mobile Retail Vendors**
    a. **In the central business, highway business, and neighborhood mixed use districts, mobile retail vendors will be limited to one per parcel.**
    b. **In the light industrial, heavy industrial, and traditional neighborhood districts, mobile retail vendors will be limited to six per parcel.**
9. **Use of generators by mobile retail vendors is prohibited.**
10. **Hours of Operation.**
    a. **Mobile retail vendors may operate between the hours of 6:00 a.m. and 10:00 p.m. daily.**

C. Site Maintenance

1. **Mobile retail vendors will remove trash and litter from the site each day and as needed. Mobile retail vendors must maintain the cleanliness of the site.**
2. **No temporary toilet facilities will be allowed.**
3. **No permanent water or sewer connections will be allowed.**
4. **All temporary signs, seating, and merchandise must be removed and/or brought into the mobile unit during non-operating hours.**

D. Special Events

1. **These regulations do not apply to mobile retail vendors operating solely as part of a special event for which a permit has been issued by the Town of Black Mountain, or as part of a non-commercial, private event on private property when the event is non-recurring and of a temporary duration.**

READ, APPROVED AND ADOPTED, by a vote of **5 to 0** on this the 9th day of September 2024.

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7) CITIZEN COMMENTS- *none.*

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8) UNFINISHED BUSINESS- *none.*

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9) NEW BUSINESS

A. Consideration of Shared Parking Agreement with Black Mountain Primary School (301 E. State St.). Assistant Town Manager Jessica Trotman stated this agreement is with the Black Mountain Primary School and would utilize an estimated thirty-eight parking spaces when school is not in session, to assist with public parking needs. The agreement will be for an initial term of two (2) years, with a renewable option. Council Member Doug Hay made a motion to approve the parking agreement as presented. A vote of 5-0 in favor.

SHARED PARKING AGREEMENT

This Shared Parking Agreement ("Agreement") dated September 5, 2024, is between the Buncombe County Board of Education ("Buncombe County Schools"), and the Town of Black Mountain (the "Town"). The parties are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Buncombe County Schools is the owner of the certain parking facilities (the "Parking Facilities") located at 301 E State Street, bearing PIN #0619-47-2269.00000 ("Property"); and

WHEREAS, the Town desires to utilize an estimated thirty-eight parking spaces of Buncombe County Schools for shared parking in the Parking Facilities identified on Exhibit "A" attached hereto and Buncombe County Schools desires to permit the Town to utilize its Parking Facilities in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this instrument and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, declarations, covenants and restrictions are made:

1. LICENSE FOR PARKING

Buncombe County Schools hereby licenses to Town, its employees, clients, contractors, vendors, guests, tenants, general public, or other invitees, the non-exclusive right to use the Parking Facilities for public parking purposes and grants the right for ingress and egress to and from the Parking Facilities over the Property subject to the terms and conditions herein.

Buncombe County Schools will make the Parking Facilities available to Town for Town's non-exclusive use for authorized purposes only.

The Parking Facilities shall be available for public parking Monday through Sunday except when parking is needed by Buncombe County Schools for its own operations. Parking will not be permitted on Monday through Friday from 12:00 a.m. to 5:00 p.m. Buncombe County Schools reserves the right to restrict parking at any time, without notice, provided that proper signage is posted by Buncombe County Schools at a suitable location to notify the public.

2. PARTIES INVOLVED

I. The Town of Black Mountain
160 Midland Avenue, Black Mountain, NC 28711
Jessica Trotman, Assistant Town Manager
828-419-9370
Jessica.trotman@tobm.org

II. Buncombe County Schools Main Office
175 Bingham Road, Asheville, NC 28806
Clark Wyatt, Director of Facilities and Maintenance
828-232-4424

3. LICENSE TERM

The term of this Agreement shall commence on September 5, 2024, and thereafter continue for an initial term of two (2) years; provided, however, that this Agreement shall terminate during the initial term or any extension thereof if Buncombe County Schools sells or leases the Property. After the initial term, the term of this Agreement shall automatically renew for additional two (2) year terms unless and until either Party elects to terminate this Agreement as provided in Section 15 of this Agreement.

4. MAINTENANCE

In consideration of the right to use the Parking Facilities to provide public parking, the Town may provide, as it determines reasonably necessary, asphalt repair work, striping, seal coating, and snow removal.

Town shall provide waste cans and waste removal services as appropriate to the Parking Facilities.

Except as otherwise expressly set forth herein, Buncombe County Schools shall remain responsible for repairs and maintenance of the Parking Facilities, provided however, that should the Town cause any damage beyond normal wear and tear to the Parking Facilities, the Town will be responsible for necessary repairs.

Should Buncombe County Schools desire Town to provide maintenance to the Parking Facilities, Buncombe County Schools must submit a written request with a clear and concise statement as to the reason for the request. Such request shall be taken to the Town Council of the Town of

Black Mountain who will accept or deny the request. If accepted, the Town shall perform maintenance and repairs in a workmanlike manner to a standard similar in quality to other public parking areas.

5. SIGNAGE

Except as otherwise expressly set forth herein, the Town shall provide signage, mutually agreed upon by the Parties, designating permissible public parking hours.

Both Parties will coordinate to inform the community about this agreement through their respective communication channels.

6. ENFORCEMENT

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

7. COOPERATION

The Parties agree to cooperate to the best of their abilities to mutually use the Parking Facilities without disrupting the other Party. The Parties agree to meet on occasion to work through any problems that may arise with the shared use. If there is a conflict between the needs of the Parties as priority of use, Buncombe County Schools' needs shall prevail if a solution cannot be agreed upon by the Parties.

8. SUPERVISION

Neither Party is responsible for providing supervision or management of the Parking Facilities, except that Buncombe County Schools will be responsible for providing necessary signage or other notice when the Parking Facilities are to be used by Buncombe County Schools and closed to the public.

9. INDEMNIFICATION

The Town shall assume liability for any damages or incidents occurring during the public use of the Parking Facilities related to its own negligence. Buncombe County Schools make this Parking Facility available for public use in accordance with this Shared Parking Agreement, pursuant to N.C.G.S. 115C-524(c) and (d).

The Town will provide adequate security measures, including regular patrols during the designated public use times.

The indemnity obligations under this Section shall survive termination of this Agreement.

10. NOTICE

All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand or United States mail. Notices shall be treated as if given when delivered. All notices shall be addressed as follows:

If to Town: Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

If to Buncombe County Schools: Buncombe County Board of Education
175 Bingham Road
Asheville, NC 28806

11. MODIFICATION

This agreement contains the entire agreement between the Parties relating to the shared use of the Parking Facilities and neither Party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be modified except by written agreement executed by both Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12. SEVERABILITY

If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, in the manner and to the fullest extent permitted by law.

13. CONSTRUCTION AND EXCLUSIVE JURISDICTION

This Agreement shall be construed, and the rights and duties of the Parties hereto determined, in accordance with the laws of the State of North Carolina. The Parties to this Agreement agree that any dispute arising under this Agreement, including any dispute relating to any claim, shall be resolved in a proceeding in Buncombe County Court of General Jurisdiction in the State of North Carolina, and the Parties hereby consent to the exclusive jurisdiction of such state court to decide any such dispute.

14. MULTIPLE COUNTERPARTS

This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a complete, fully executed Agreement.

15. TERMINATION

Either party shall have the right to terminate this Agreement with or without cause by giving the other Party not less than 60 days prior written notice. If Buncombe County Schools transfers ownership or if part or all of the Parking Facilities are condemned, this Agreement will terminate automatically, and Town shall have 60 days within which to remove its signage. If access to the Parking Facilities is changed or limited, the Town shall have the authority to terminate this Agreement by giving Buncombe County Schools not less than 7 days prior written notice.

IN WITNESS THEREOF, the Parties have executed this Agreement as of September 5, 2024.

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B. Update & Consideration of Lead and Copper Service Lines Compliance Capital Project Ordinance and Resolution Accepting Funding from NC Drinking Water State Revolving Fund (DWSRF) Loan Program. Assistant Town Manager Jessica Trotman gave a presentation to Council. This agenda item is to consider the creation of a new Capital Project Ordinance for the Lead and Copper Service Lines Compliance, and the Acceptance of Funding from The State Water Infrastructure Authority (SWIA) that has offered funding through the Bipartisan Infrastructure Law (BIL) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Funds.

The U. S. Environmental Protection Agency (EPA) established the Lead and Copper Rule (LCR) in 1991 to address corrosion issues and the health effects of lead in drinking water.
EPA released the final revisions to the LCR and published its Lead and Copper Rule Revisions (LCRR) that became effective on December 16, 2021. For LCRR compliance, by October 16, 2024, all water systems throughout the country must prepare and maintain an inventory of both public and private side service line materials, provide a map of the inventory on a public-facing website, and develop a lead service line replacement plan.

Pursuant to the United States Environmental Protection Agency (EPA) Revised Lead and Copper Rule, all water service connections to a water system must be inspected and inventoried by October of 2024. The service line replacement plan will not be known until after the water service line inventory is completed, which is due prior to the October 2024 deadline. To date, the Town has completed the following:

- Inventory development, data review, map creation, website, workshops, mailers, surveys, replacement plan drafted, administration requirements and development of management systems.
    - Approximately 25% of service lines are known. None of these lines will require replacement. How many of the remaining 75% will need to be replaced is not known.
- McGill estimates this work has contributed an avoided cost of about $100,000 in consulting fees.
- Applied to DIW for funding for inventory.
- Received $500,000 (0% interest) loan for inventory compliance.
- Drafted scope of work for funding as required and submitted to NC Division of Water Infrastructure (DWI).

Until the Town-wide inventory is complete, the full financial impact is not known. It is, however, anticipated that there will be a significant financial impact over the next decade as we work to meet the EPA's regulations and ensure the protection of our community from the risks of lead exposure.

To offset this financial impact on the Citizens within the Town of Black Mountain, Staff has proactively applied for grants and low-cost funding through the Drinking Water State Revolving Fund (DWSRF) via the Bipartisan Infrastructure Law (BIL) legislation. The Town of Black Mountain is eligible to receive a total funding amount of $500,000 from BIL DWSRF LSLR

Funds. One Hundred Percent (100%) of the DWSRF BIL LSLR Loan will be repayable at 0% interest. This loan will require a closing fee equal to 2% of the total award, or $10,000, this Supplemental funding will be transferred from the Water Fund. The loan term will be thirty (30) years.
With no further discussion, Council Member Ryan Stone made a motion to approve the following Capital Project Fund Ordinance as presented:

TOWN OF BLACK MOUNTAIN LEAD AND COPPER SERVICE LINES COMPLIANCE CAPITAL PROJECT FUND ORDINANCE

Ordinance No.: O-24-13

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

Section 1. Project Defined
The Town of Black Mountain defines a "Capital project" as a project financed in whole or in part by the proceeds of bonds, notes or debt instruments or a project involving the construction or acquisition of a capital asset with expenditures that span across multiple fiscal years.

Section 2. Project Authorization
The project authorized is Lead and Copper Service Lines Compliance. This project includes, but is not limited to the execution, acquisition, construction, and installation required by the EPA Revised Lead and Copper Rule.

Section 4. Directives
The officers of the Town of Black Mountain are hereby directed to proceed with the capital project within the terms and budget contained herein, as approved by the Governing Board of the Town of Black Mountain. The Town Manager is hereby directed to act on behalf of the Town Council in all matters associated with the project within the terms of all contracts, agreements, and legal requirements binding on the project and within limits of the funds appropriated

Section 5. Revenues
The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
Revenue Type	***Anticipated Revenues***
	$10,000.00
Appropriated Fund Balance	$500,000.00

Debt Proceeds	
Total Funds	**$510,000.00**

Section 6. Expenditures
The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
Expense Type	***Anticipated Expenditures***
Loan Closing Fee	$10,000.00
Lead and Copper Service Line Inventory	$500,000.00
Total Expenditures	**$510,000.00**

Section 7. Funding
Funds may be advanced from other Town of Black Mountain fund accounts for the purpose of making payments as due. Reimbursement requests should be made to any applicable grantor agency following the regulations and rules of the grant.

Section 8. Records and Reporting
The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable

Section 9. Official Copies
Copies of this Capital Project Ordinance shall be furnished to the Town Clerk and shall be held in the Finance Department for the direction in carrying out this project.

Section 10. Project Expiration
This project ordinance expires when the project has been completed and Project Funds have been obligated and expended for all project expenditures by the Town OR by the date set forth within the grant funding contract, if applicable, whichever occurs sooner.

Duly adopted this 9th day of September 2024.

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Council Member Ryan Stone made a motion to approve the following resolution. A vote of 5-0 in favor.

RESOLUTION ACCEPTANCE OF FUNDING FROM THE NORTH CAROLINA DRINKING WATER STATE REVOLVING LOAN PROGRAM

Resolution R-24-31

WHEREAS, The Town of Black Mountain has need for and intends to construct, plan for, or conduct a study in a project described as Lead and Copper Service Lines Compliance; and

WHEREAS, The Town of Black Mountain's requested, State loan and/or grant assistance for the Lead and Copper Service Lines Compliance Project, has been approved by The North Carolina Department of Environmental Quality, Division of Water Infrastructure; and

WHEREAS, The State Water Infrastructure Authority (SWIA) has offered funding through the Bipartisan Infrastructure Law (BIL) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) Funds; and

WHEREAS, The Town of Black Mountain is eligible to receive a total funding amount of $500,000 from BIL DWSRF LSLR Funds; Hundred Percent of the DWSRF BIL LSLR Loan will be repayable at 0% interest; and

WHEREAS, BIL DWSRF LSLR Funds are contingent on the Division of Water Infrastructure's receipt of the LSLR funds from the US EPA

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

1. That the Town of Black Mountain, the **Applicant**, does hereby accept the BIL DWSRF LSLR loan in the amount of $500,000.

2. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

3. 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 the repayment of all principal and interest on the debt.

4. 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 of Black Mountain any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

5. The Town of Black Mountain does hereby give assurance to the North Carolina Department of Environmental Quality that the Town will adhere to all applicable items specified in the standard "Conditions and Assurances" of the Department's funding offer, awarded in the form of contractual "Offer and Acceptance" documents; and

6. That Josh Harrold, Town Manager and Jessica Trotman, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

7. That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

8. 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.

Duly adopted this 9th day of September 2024.

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C. Discussion of Broadway Street Parking. Assistant Town Manager Jessica Trotman stated the angled parking along Broadway Street causes sight visibility issues and causes vehicles to cross the double-yellow line when large vehicles and trucks are parked in those parking spaces. Changing these spaces to parallel parking will result in an estimated loss of 8 parking spaces (20 to 12). Additional analysis is recommended before making a decision. Staff would like direction from Council on whether there is interest in making this change. If so, a full report will be presented at an upcoming meeting. ***There was consensus among the Council to move forward with this item. No formal vote was taken.***

Consideration of Installing a Three-Way Stop at Intersection of Sutton Avenue and Richardson Boulevard. Assistant Town Manager Jessica Trotman stated a traffic study was conducted to evaluate the need for a three-way stop at the intersection of Richardson Boulevard and Sutton Avenue, due to increased vehicle and pedestrian traffic in the area. The study concluded that a three-way stop is reasonable and will significantly enhance safety, particularly for vehicles turning left or right onto Sutton Avenue from Richardson Boulevard. The Active Mobility Commission reviewed the study's findings and voted at their August 20, 2024 meeting to recommend the installation of the three-way stop at this intersection. It was stated a three-way stop at this intersection had been there previously. ***After a brief discussion, Council Member Ryan Stone made a motion to approve the installation of a three-way stop at the intersection of Sutton Avenue and Richardson Boulevard as presented. A vote of 5-0 in favor.*** **Traffic analysis study is included within the agenda packet.*

Council Member Doug Hay stated he would like the Council to move forward on exploring Ridgeway Avenue becoming a one-way street for safety. This would be brought forward at an upcoming meeting.

D. Discussion of Prohibiting Unauthorized Parking and Potential Lease Agreement in the Norfolk Southern Railroad Right-of-Way along Sutton Avenue. The Town has identified an area of concern on Sutton Avenue near the railroad tracks, where there is a strip of grass and gravel within the Norfolk Southern Railroad right-of-way. Currently, this area is being used for parking, despite it being unauthorized. This unauthorized parking has contributed to unsafe traffic conditions in the vicinity. In response, Town staff consulted with a traffic engineer to assess the situation and provide recommendations to improve safety. The traffic engineer has provided two potential solutions:

1. **Prohibit Unauthorized Parking:** Install appropriate signage to clearly indicate that parking in this area is not allowed. Additionally, a low-impact physical barrier could be installed to further discourage unauthorized parking and improve safety.

2. **Pursue a Lease Agreement with Norfolk Southern:** Explore the possibility of entering into a lease agreement with Norfolk Southern Railroad to formalize the use of this area for parking. If an agreement is reached, parallel parking spaces could be installed, similar to those on the east end of Sutton Avenue, thereby providing authorized and safe parking options.

Discussion ensued among Council Members. Council Member Doug Hay suggested the Town reach out to Norfolk Southern before posting the "no parking" signs. There was a consensus among Council to proceed with the suggestion. No formal vote was taken.

10) COMMUNICATION. Town Manager Josh Harrold read a statement recognizing Town Clerk Wesley Barker on earning his NC Certified Municipal Clerk designation with the NC Association of Municipal Clerks.

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11) COMMUNICATION FROM MAYOR AND TOWN COUNCIL. Council Member Pam

Town of Black Mountain Property Tax Rates

per $100 assessed property value

Fiscal Year	Rate	Fiscal Year	Rate	Fiscal Year	Rate	Fiscal Year	Rate	Fiscal Year	Rate
20-21	$.333	21-22	$.306	22-23	$.306	23-24	$.321	24-25	$.321
15-16	$.375	16-17	$.375	17-18	$.333	18-19	$.333	19-20	$.333
10-11	$.365	11-12	$.365	12-13	$.365	13-14	$.375	14-15	$.375
05-06	$.385	06-07	$.320	07-08	$.320	08-09	$.320	09-10	$.320

King made some comments on the Town's tax rates and provided the following chart, requesting it be added into the minutes:
Council Member Ryan Stone brought up the special meeting item mentioned by Mayor Sobol at the beginning of the meeting concerning Town financial updates and audits. Due to scheduling needs, it was decided the Town Council members would be polled on when to have special meeting to ensure a quorum would be present.

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12) CLOSED SESSION- § 143-318.11 (a)(3)- to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Council Member Ryan Stone made a motion for the Council to enter closed session pursuant to NCGS 143-318.11 (a)(3). A vote of 5-0 in favor. The time was 7:52 p.m.

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13) ADJOURNMENT- ***Town Council returned to open session from closed session at 8:08 p.m. With no further business to be discussed, Mayor Sobol adjourned at 8:08 p.m.***

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C. Michael Sobol, Mayor

ATTEST:

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Wesley M. Barker, Town Clerk