TOWN OF BLACK MOUNTAIN
TOWN COUNCIL

November 9, 2026 | **REGULAR SESSION AGENDA** | **Time: 6:00 PM**

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

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1. CALL TO ORDER

1.A. Welcome

1.B. Pledge of Allegiance

1.C. Moment of Silence

1.D. Announcements

1.E. Ethics Statement

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

Members have a duty and obligation to vote.

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. Discussion of Flock Cameras

3.B. Upcoming Fire Training Event Announcement

3.C. Preliminary Financial Information FY26-27, Jay Copley, Finance Director

3.D. Comments from Jamey Matthews, Public Works Director

4. CITIZEN COMMENTS

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

5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

7. CONSENT AGENDA

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

7.A. Adoption of Meeting Minutes- October 2, 8 & 12, 2026 - Wesley Barker, Town Clerk

Motion: Motion to approve the meeting minutes as presented.

7.B. Monthly Tax Collector Report - Laurel Mabery, Accountant

Motion: Approve the tax collection report as presented.

7.C. Resolution to Amend the FY26-27 Budget for FD Insurance Recovery Proceeds - James Bingham, Deputy Fire Chief

Motion: Motion to approve the budget amendment resolution as presented.

7.D. Resolution to Amend the FY26-27 Budget for FD Reimbursements - James Bingham, Deputy Fire Chief

Motion: Motion to approve the budget amendment resolution as

presented.

7.E. **Resolution to Amend the FY26-27 Budget for PD Insurance Recovery Proceeds** - Chris Kuhn, Deputy Police Chief, Steve Parker, Police Chief

Motion: Motion to approve the budget amendment resolution as presented.

7.F. **Grant Agreement with Buncombe County Tourism and Development Authority for the Black Mountain Golf Course Restoration & Enhancement Project** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution and capital project ordinance as presented.

7.G. **Task Order for Design and Construction Support for the Public Services Building** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution and capital project ordinance as presented.

7.H. **Resolution to Authorize Task Order for StRAP Flat Creek Stream Restoration Project Design** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution as presented.

7.I. **Resolution Authorizing Town Staff to Apply for the NCCF Disaster Relief Fund Grant Program for Project Management** - Matt Begley, Recovery & Capital Programs Director

Motion: Motion to approve the resolution as presented.

8. PUBLIC HEARING

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

8.A. **Public Hearing for Text Amendments to Chapter 4 Zoning Regulations, Section 4.4 Provisions Governing All Lots, Section 4.4.2 Lot Access and Section 4.7.11 TND Traditional Neighborhood District (master planned), Section 4.7.11.5 Design Standards to clarify public and private streets.** - Michelle Kennedy, Planning Director

Motion: I move that we approve the proposed text amendments to Chapter 4, Zoning Regulations, Section 4.4, Provisions Governing All Lots, Subsection 4.4.2, Lot Access and Section 4.7, Zoning Regulations by District, Subsection 4.7.11.5, Design Standards, as presented and that the proposed amendments are consistent with the comprehensive plan and are reasonable and in the public interest because zoning regulations do not indicate that either the Town of State is committed to the construction of roadways and consistently referring to all types of roadways.

9. CITIZEN COMMENTS

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

10. UNFINISHED BUSINESS

11. NEW BUSINESS

11.A. Request to Award Service Revolver to Police Chief Steve Parker - Richard Hicks, Interim Town Manager

Motion: I move that the Black Mountain Police Department be Authorized to Award Chief Steve Parker His Service Revolver.

12. CLOSED SESSION - NCGS 143-318.11 (A)(3) CONSULT WITH ATTORNEY, ATTORNEY-CLIENT PRIVILEGE.

13. ADJOURNMENT

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Michael Sobol, Mayor, Steve Parker, Police Chief	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Discussion of Flock Cameras		

SUGGESTED MOTION(S):
n/a- discussion only.

SUMMARY:

Mayor Sobol has requested to hold a discussion concerning flock cameras used by the BMPD. Members of the BMPD will provide updates.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. BLACK MOUNTAIN POLICE DEPARTMENT-FLOCK
2. Directive 26-0001
3. Policy 422
4. 422 Automated License Plate Readers (Revision 2026)
5. Best Practices for Law Enforcement ALPR Programs in North Carolina 9-22-26 (004)

BLACK MOUNTAIN POLICE DEPARTMENT

BACKGROUND

- Automatic License Plate Readers have been in use for over 25 years throughout the country
- Technology invented in the United Kingdom in 1970's
- In the Mid 2000's began to be widely use by big cities like New York
- Flock is one of many companies utilizing ALPR technology, other examples include Verkada, Axion, Motorola, Genetec

BACKGROUND

- Flock has been in use in Black Mountain since 2023
- Currently operate 5 cameras
- Since September 2025 we have received 2,501 hotlist alerts
- Average approximately 25,000 plate reads daily

Types of Alerts

- Missing Persons
- Wanted Persons
- Silver/Amber and Blue Alerts
- Stolen Vehicles
- Stolen License Plates
- Domestic Violence Protective Order Extreme Risk
- Gang Member/Suspected Terrorist
- Sex Offender

WHAT WE ARE NOT BEING ALERTED ON

- Vehicle Inspection Violations
- Vehicle Equipment Violations (Headlamps, Taillights, etc.)
- Vehicle Insurance Violations
- Vehicle Registration Plate Violations
- Speeding
- Occupants in the vehicle
- Immigration status alerts
- Pedestrians walking or traveling pass the camera in real time (Facial Recognition)

OFFICER PROCESS

Officer receives an alert or hit through text on their department phone or on their MDT computer in the patrol vehicle detailing the type of hit.

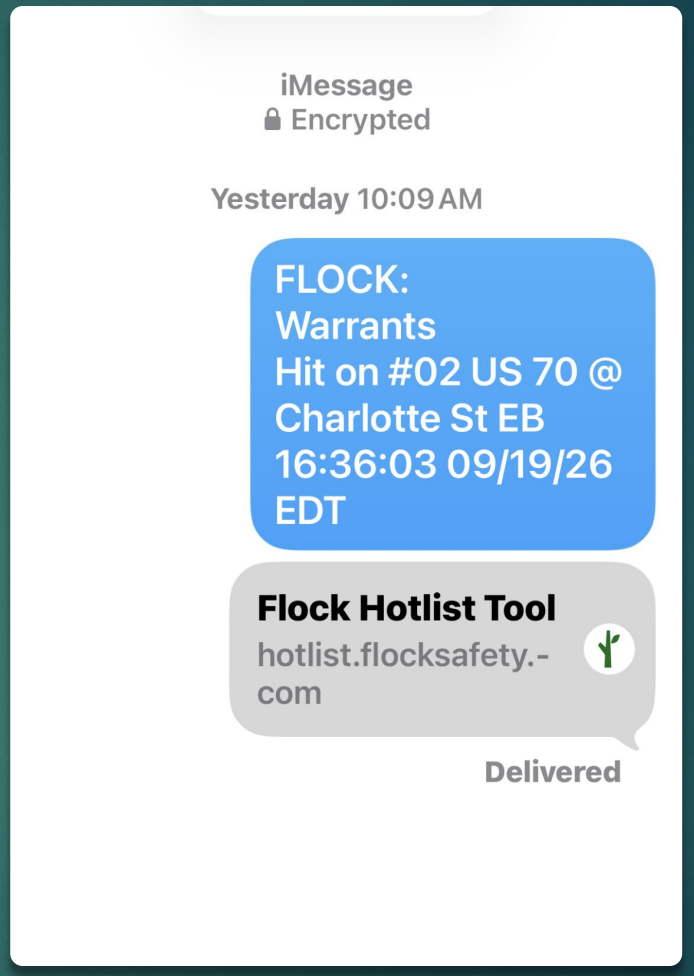
If Officer locates the vehicle, they verify the hit with NCIC (National Crime Information Center)

If the hit is verified with NCIC the officer will initiate a stop based on what the hit is for.
(Not stopping for Gang/Terrorist, Sex Offender, or Domestic Violence unless some other circumstance exist.)

Officer takes appropriate action based on circumstances of stop.

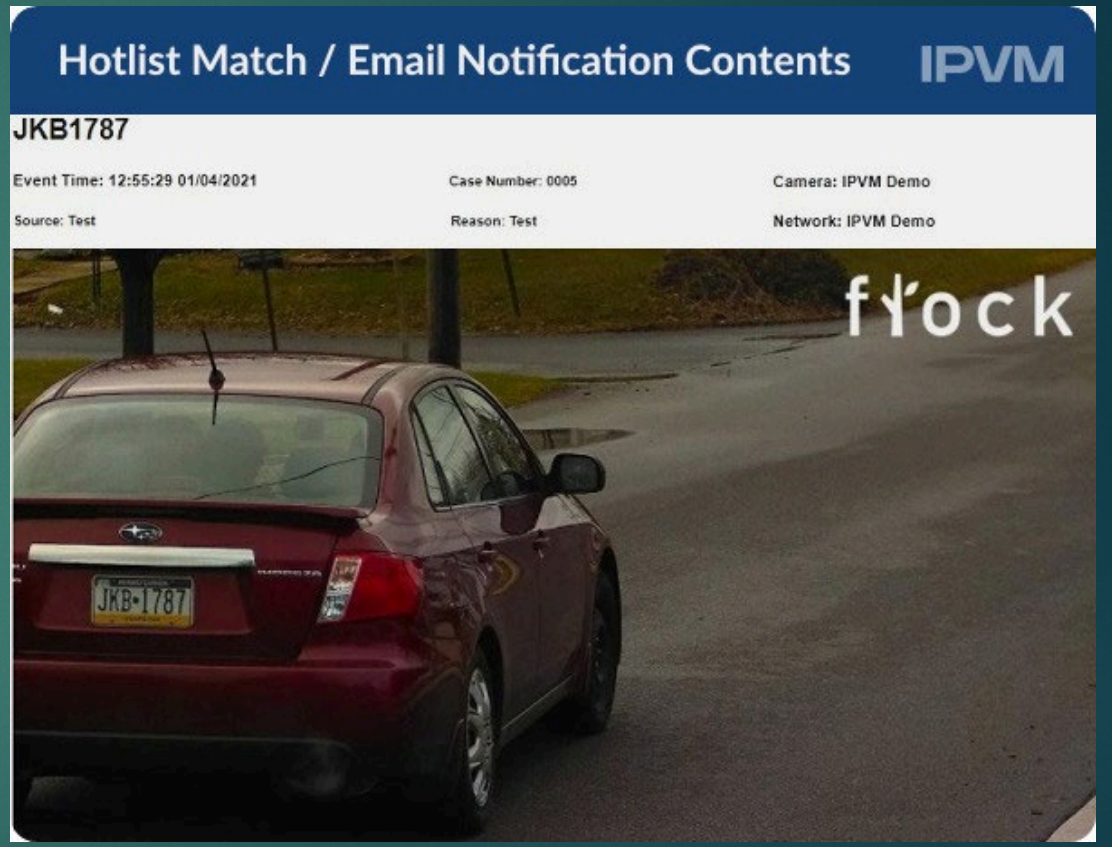
Notification

What the Officer Sees



Notification

What the Officer Sees



Safeguards

- Black Mountain Police Department policy and directives outlining the use of Automatic License Plate readers (Policy in place since 2023)
- Required verification process prior to stop
- 30 day retention period
- Require that the use is tied to a specific criminal investigation which is documented when the search is completed.

Safeguards

- Required supervisor approval to be added to internal department hotlist or conduct a plate search.
- Require a monthly audit, and yearly review of use.
- Creation of a transparency portal accessible to the public.

Safeguards

- No out of state access to our camera network
- No auto approve sharing in-state or out of state
- No Federal share request
- Immigration and Reproductive care searches are not permitted and disabled at the administrative level

Statistics

Since January 2023

- 9 Missing Persons Located
- 24 Stolen Vehicles Recovered
- 18 Stolen Plates Recovered
- 20 Wanted Fugitives Arrested
- 106 Investigations Assisted

Success Stories

- 2023-Located a bank robbery suspect, who fled from police, tried to carjack an elderly motorist and murdered a law enforcement officer while in custody
- 2024-Located a suspect in a murder case from McDowell County
- 2024-Days before Christmas located a suspect who had stolen a trailer donated to a Helen victim with the victim's property still inside
- 2025-Located a suspect in a rash of vehicle break-in's from the Hampton Inn.
- 2026-Helped identify a suspect in motor vehicle theft from Cove Auto, which was then used in a break-in within the town of Montreat
- 2026-Identified suspect in two residential break-in's off Kappa Loop

PUBLIC SEARCH SITES



PUBLICRECORDS.US IS NOT A GOVERNMENT-AFFILIATED OR CONSUMER REPORTING AGENCY

PUBLIC RECORDS, TRAFFIC RECORDS, CAR RECORDS, VEHICLE HISTORY, ACCIDENTS, TITLE STATUS

LOOKUP NORTH CAROLINA **PUBLIC RECORDS**

OPERATED BY AN INDEPENDENT PUBLIC RECORDS COMPANY

NORTH CAROLINA HAS A POPULATION OF ABOUT 10.6 MILLION, WITH RALEIGH AS ITS CAPITAL CITY

PUBLICRECORDS.US DOES NOT PROVIDE CONSUMER REPORTS OR OFFICIAL DOCUMENTS AND IS NOT A GOVERNMENT-AFFILIATED AGENCY OR CONSUMER REPORTING AGENCY.

WE LICENSE DATA FROM LEADING PROVIDERS WHO COLLECT RECORDS FROM PUBLIC AND PRIVATE SOURCES NATIONWIDE. WE STANDARDIZE AND CONNECT RELATED RECORDS FROM HUNDREDS OF DATABASES TO DELIVER CONSOLIDATED REPORTS. WE ARE NOT A GOVERNMENT AGENCY AND DO NOT PROVIDE OFFICIAL DOCUMENTS, WE ARE AN INDEPENDENT DATA PLATFORM WHICH MAKES PUBLIC RECORD INFORMATION ACCESSIBLE TO THE PUBLIC.

PLEASE READ THE BILLING DETAILS BELOW BEFORE CONTINUING.

OUR PACKAGE OFFERS A RATE OF $1 PER REPORT ACROSS 840 REPORTS FOR 24 INSTALLMENTS OF $35 CHARGED EVERY 30 DAYS OVER A TWO-YEAR PERIOD. ACCOUNT CLOSURE REQUESTS MAY BE SUBMITTED THROUGH PUBLICRECORDS.US, BY CALLING 1-888-700-8184, EMAILING SUPPORT@PUBLICRECORDS.US, OR USING OUR LIVE CHAT FEATURE. CLOSING YOUR ACCOUNT WILL END FUTURE PAYMENTS.

SEARCH VEHICLE HISTORY BY LICENSE PLATE

VEHICLE SEARCH MAY CONTAIN PUBLIC DMV RECORDS, CAR HISTORY, TITLE STATUS, VEHICLE RECORDS, AND ACCIDENT RECORDS.

Public Use of License Plate Readers

- Electronic Toll Collection
- High Occupancy Vehicle (HOV) Enforcement
- Ticketless Parking Garages
- Digital Permit Enforcement
- Automated Gate Control
- Access Control/Security
- Public Parking Enforcement

Transparency Hub

FLOCK SAFETY - BLACK MOUNTAIN NC PD TRANSPARENCY PORTAL

Black Mountain Police Department
106 Montreat Road
Black Mountain, NC 28711
(828)419-9350
(828)669-8143 fax

Memo

To: All Staff

From: Steve R Parker- Chief

Date: August 13, 2026

Re: Directive 26-0001 – Flock Camera's

Effective immediately, this email establishes revised directives governing the operation, access, and use of the Flock Safety camera system.

Flock is a highly effective law-enforcement tool. However, agencies nationwide have faced scrutiny due to alleged or confirmed misuse of license plate reader systems. The Department will ensure that all use of Flock remains professional, lawful, accountable, and consistent with public trust.

1. Unauthorized or Personal Use is Strictly Prohibited

Flock shall not be used to track, search, monitor, or otherwise query family members, friends, significant others, acquaintances, or any other individual for personal or otherwise unauthorized purposes.

All system activity must be supported by a legitimate law-enforcement purpose and must comply with applicable law and Department policy.

Any employee who misuses system access or authority may be subject to criminal investigation, administrative investigation, disciplinary action, termination, and/or decertification, as applicable.

Intentional misuse of this system will not be tolerated.

2. Hot List Entries

Any vehicle added to a Flock hot list must meet the following requirements:

- Be supported by a legitimate law-enforcement purpose;
- Be approved by a supervisor prior to entry; and
- Be documented on the appropriate activity sheet or log.

Due to the sensitive nature of active investigations, Investigations personnel may obtain and document supervisory approval via email in lieu of including sensitive investigative details on the general activity sheet. All approvals must be retained in accordance with Department records requirements.

Black Mountain Police Department
106 Montreat Road
Black Mountain, NC 28711
(828)419-9350
(828)669-8143 fax

3. Verification of Flock Hits

A Flock alert constitutes an investigative lead and does not, by itself, confirm the current status of a vehicle.

Prior to initiating enforcement action based on a Flock hit, officers shall request Dispatch verification of the vehicle and registration information and confirmation of the relevant status through appropriate law-enforcement databases. Officers remain responsible for ensuring that all enforcement actions are supported by appropriate legal authority.

4. Monthly Audits

Beginning August 2026, the Flock Administrator will conduct a monthly audit at the start of each month. The audit will assess system activity for compliance with Department policy, legitimate law-enforcement purpose, required approvals and documentation, and any indicators of improper use.

Any identified concerns will be forwarded through the chain of command for review.

Flock is a significant investigative resource that supports the identification of wanted persons, recovery of stolen vehicles, development of investigative leads, and resolution of criminal cases.

All personnel are directed to use Flock strictly for legitimate law-enforcement purposes and in accordance with applicable law and Department policy.

The objective is to effectively enforce the law, protect the community, and maintain public trust.

Thank you,

Steven K Parker

Policy Creation Date	Date Effective	Approved by Chief of Police
12/07/2023	12/11/2023	*Steven R. Parker*

422 - Automated License Plate Readers (ALPRs)

422.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (N.C.G.S. § 20-183.31).

422.2 POLICY

The policy of the Black Mountain Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department, and other recognized law enforcement agencies. The information garnered may contain confidential information, it is not open to public review.

422.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Black Mountain Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates, and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Major. The Administration Major will assign members under the Administration Major's command to administer the day-to-day operation of the ALPR equipment and data.

422.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped vehicles to canvass areas around homicides, shootings, and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the Division of Criminal Investigation Network (DCIN) before taking enforcement action that is based solely on an ALPR alert (N.C.G.S. § 20-183.31).

(g) ALPR data shall not be used for the enforcement of traffic violations (N.C.G.S. § 20-183.31).

422.4.1 SUPERVISOR RESPONSIBILITIES

Supervisors should appropriately monitor ALPR operators to ensure that use of the ALPR equipment and data is consistent with this policy (N.C.G.S. § 20-183.31). Any use of the ALPR system that violates the restrictions contained in this policy may result in disciplinary action.

422.5 DATA COLLECTION AND RETENTION

The Chief of Police or his designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with the programming of the systems and department policy.

All stored ALPR data should be retained in accordance with the established records retention schedule. Thereafter, ALPR data shall be purged after 90 days unless a warrant has been issued for the data or it is subject to a written and sworn retention request submitted pursuant to N.C.G.S. § 20-183.32.

Data being retained pursuant to a retention request should be downloaded onto portable media, booked into evidence and retained for a period of one year after the initial request unless a subsequent request to maintain the data is received(N.C.G.S. § 20-183.32)

422.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Black Mountain Police Department will observe the following safeguards regarding access to and use of stored data:

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

422.6.1 SYSTEM INTEGRITY

The Chief of Police or his designee shall maintain a schedule to regularly perform audits, maintenance checks and any needed corrections or adjustments to the ALPR system. The audits shall be conducted at least annually and include a report of the use and effectiveness of the system (N.C.G.S. § 20-183.31).

The ALPR system should be updated every 24 hours or as soon as practicable thereafter with any license plate data obtained from the DCI network or any other databases used in conjunction with the ALPR system (N.C.G.S. § 20-183.32).

422.7 RELEASING ALPR DATA

ALPR data shall only be shared with another law enforcement agency or prosecutor upon a written request, which may be made electronically. The release of ALPR data is not required if the disclosure of requested ALPR data will compromise an on-going investigation (N.C.G.S. § 20-183.32).

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

422.8 REQUESTS TO OUTSIDE AGENCIES

Members requesting the retention or release of ALPR data maintained by another agency should obtain supervisory approval prior to making the request. Members may request the disclosure of data from another agency by submitting a request in writing. Members requesting that data be retained by another agency must submit a sworn written statement as required by N.C.G.S. § 20-183.32. A copy of any requests shall be retained in a case file.

Efforts should be made as soon as practicable to obtain a search warrant to access requested data. The member requesting the data should contact the outside agency to cancel any request should the information no longer be needed (N.C.G.S. § 20-183.31).

422.9 TRAINING

Subject to available resources, the Department should provide periodic training on the use and operation of the ALPR equipment, the collection of ALPR data and the security and release of ALPR data (N.C.G.S. § 20-183.31).

No member is allowed the use of the ALPR mobile systems until training on the use, operation and retention of the ALPR equipment, collection of ALPR data and the security and release of ALPR data and documentation has been provided to the Major. (N.C.G.S. 20-183.31)

422.10 USE OF ALPR BY OUTSIDE AGENCIES

The use of the ALPR systems and technologies is allowed at the discretion of the Chief of Police or his designee. A written request of dates and times of use shall be submitted at least seventy-two hours prior to date of use, or as soon as practicable thereafter and can be submitted electronically to the Chief of Police.

The Chief of Police or his designee shall keep records of the dates and times used as provided in the Records Maintenance and Release Policy.

Any agency requesting the use of the ALPR systems and technology shall attend training provided

by the Town of Black Mountain or training offered by the company that the ALPR systems and technology is manufactured by.

Documentation of the training shall by submitted with the initial request and shall be kept on file for posteriority.

Black Mountain Police Department

Policy Manual

Policy Creation Date	Revision	Date of Revision	Approved by Chief of Police
03/28/2023	02		*Steven R Parker*

422 - Automated License Plate Readers (ALPRs)

422.4 PURPOSE AND SCOPE

The purpose of this policy is to provide ethical guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (N.C.G.S. § 20-183.31). All ALPR data is for official law enforcement purposes only while protecting the constitutional rights of all people.

422.5 POLICY

The policy of the Black Mountain Police Department is to utilize ALPR technology for legitimate purposes only. ALPRs are used to capture and store digital evidence used in law enforcement investigations, find missing persons, identify suspects, and to further crime reduction strategies. license plate data and images while recognizing the established privacy rights of the public.

The use of LPRS is restricted to the personnel and law enforcement purposes outlined in this policy. All use of this technology inconsistent with this policy is strictly prohibited.

All data and images gathered by the ALPR are for the official use of this department, and other recognized law enforcement agencies. The information garnered may contain confidential information, it is not open to public review.

422.3 **Definitions**

Agency Administrator – the person assigned the responsibility of managing, auditing, and reporting.

Automated License Plate Readers (ALPRs) - equipment consisting of fixed and mobile cameras and computer hardware/software used to automatically recognize, interpret, and compare characters on a vehicle license plate against data contained in authorized law enforcement systems.

Hot List – known license plate numbers of stolen cars, persons of interest, and vehicles associated with Amber Alerts circulated among law enforcement agencies.

Hit - a match to a plate associated with a stolen vehicle, wanted person, Amber Alert, or other legitimate law enforcement purpose.

422.4 ADMINISTRATION

1. The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Black Mountain Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates, and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.
2. All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Deputy Chief. The Deputy Chief will assign members under the Deputy Chief's command to administer the day-to-day operation of the ALPR equipment and data.

3. The Chief of Police is ultimately responsible for:

    a. Establishing protocols for access, collection, storage, and retention of LPRS data and associated data files.
    b. Establishing protocols to preserve and document LPRS data that are acted on in the field or associated with investigations or prosecutions.
    c. Establishing protocols that protect the security and integrity of data captured by the LPRS.
    d. Ensuring the proper selection of the personnel approved to operate the LPRS and maintain training.
    e. Ensuring compliance with the terms of use associated with LPRS.
    f. Ensuring the LPRS follows NCSBI rules relevant to the technology.
    g. Maintaining records identifying approved LPRS locations and significant incidents and arrests that are related to LPRS usage.

4. Upon the conclusion of any law enforcement action, authorized personnel shall report the incident outcome in the LPRS and in any official police report required by the incident. In the Electronic Management System.
5. The designated Agency Administrator shall regularly inspect LPRS equipment for proper function and alignment.

    a. Equipment that falls outside expected functionality shall be removed from service until deficiencies have been corrected or repaired.
    b. Equipment that falls outside expected functionality shall not be used and shall be removed from service until the LPRS is tested and repaired as necessary.
    c. LPRS diagnostics and repairs, hardware or software upgrades and/or updates shall be made by agency authorized personnel or contractors.

422.5 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

1. LPRS access, preservation, and disclosures are for law enforcement purposes only.
2. Only personnel who have been properly trained in the use and protocols of the LPRS are permitted to use it.
3. All operators of the LPRS shall secure their individual account and never permit unauthorized access or use.
4. Operators may not share information captured by the LPRS with any person other than when allowable by law
5. Partial license plates and unique vehicle descriptions reported during crimes can be entered into the LPRS to identify suspect vehicles.
6. Every time the LPRS program is accessed, the user conducting the search shall complete the following information on the ALPR Search Request form in the electronic management system:
    a. OCA, event number, or other legitimate reason(s) for the search
    b. Investigative purpose
    c. Offense or incident type
    d. Specific investigative nexus
    e. Search parameters
    f. Date and time ranges
    g. Geographic area (cameras accessed)
    h. User conducting the search
    i. Results/actions taken.
7. LPRS data searches can be conducted at the request of other law enforcement agencies for official law enforcement purposes only, or when otherwise permitted by law.
8. In those cases, the call, report, and case number of the requesting agency shall be entered into the 'Search Reason' box.
9. Any searches conducted in this manner shall first be approved by the on-duty watch commander.
10. For instances where a case number has not been generated, the officer shall create a call for service, notating the reason for the search in the narrative.
11. While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped vehicles to canvass areas around homicides, shootings, and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
12. ~~No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.~~

13. No ALPR operator may access confidential department, state or federal data unless authorized to do so.

~~14. If practicable, the officer should verify an ALPR response through the Division of Criminal Investigation Network (DCIN) before taking enforcement action that is based solely on an ALPR alert (N.C.G.S. § 20-183.31).~~

15. ALPR data shall not be used for the enforcement of traffic violations (N.C.G.S. § 20-183.31)

422.6 ALPR ALERTS/HITS

1. The receipt of a "hit" is not sufficient probable cause for law enforcement action without human verification that the LPRS interpreted the image correctly.
2. When practicable and prior to the initiation of any law enforcement action, the officer shall:

    a. Manually verify that the alphanumeric characters and state of the license plate match the image captured by the LPRS.
    b. Verify the status of the information provided by the hit through the Hendersonville Police Emergency Communications Center or MDT query when circumstances allow or are necessitated.

3. When an officer verifies a hit as being accurate, he/she shall take the appropriate law enforcement action in accordance with agency policy and procedures.

422.7 ALPR HOT LIST ENTRIES

Hot lists are databases of license plate numbers and related vehicle information that are of interest to law enforcement. When an ALPR camera captures a vehicle's plate, the system can instantly compare it against a hot list. If there's a match, the system can trigger a real-time alert to investigators. There are two types of hot lists.

A. **Automatic matches and alerts**: ALPR systems compare scanned plates against SBI maintained National Crime Information Center (NCIC) databases of stolen vehicles, stolen plates, vehicles used in felonies and misdemeanors, carjackings, wanted persons, missing persons including juveniles, AMBER alerts, sex offenders, and protection orders. If there is a "hit" to one of these databases, officers receive an alert within seconds to allow them to locate the vehicle. This often leads to apprehension of a suspect, recovery of a stolen vehicle, recovery of a missing or endangered victim, and/or recovery of evidence from a crime (such as a handgun used in a homicide).

B. **Manual hot list**: Officers can set up a manual hot list of license plate numbers of suspects in their investigations so that they receive an alert when one of those vehicles' license plates is scanned by an ALPR. Entries require a finite end date and should automatically be removed upon expiration. A vehicle should not remain on a hot list indefinitely and should be removed as soon as it no longer serves a criminal justice purpose.
    a. Manual hotlist entries shall only be created for legitimate law enforcement purposes.
    b. An officer may enter a Manual Hot List in Essential Personnel with

supervisor approval only.

c. Members of CID have the authority to initiate a Manual Hot List entry without prior authorization. The ALPR Search form shall be completed in Essential Personnel.
d. LPRS used during non-traditional deployments (e.g., special operations or during criminal investigation) must be approved by the Chief of Police and the appropriate form shall be completed in Essential Personnel.

C. Manual Hot List entries will be reviewed by the Professional Standards Lieutenant regularly to determine if data needs to remain active for ongoing investigations.

~~422.7.1 SUPERVISOR RESPONSIBILITIES~~
~~Supervisors should appropriately monitor ALPR operators to ensure that use of the ALPR equipment and data is consistent with this policy (N.C.G.S. § 20-183.31). Any use of the ALPR system that violates the restrictions contained in this policy may result in disciplinary action.~~

422.8 PRESERVATION REQUESTS AND RETENTION

1. Captured plate data obtained by an automatic license plate reader system, operated by or on behalf of a law enforcement agency for law enforcement purposes, shall not be preserved for more than 90 days after the date the data is captured.
2. All ALPR-generated data will be purged after a 30-day retention period unless a longer retention period has been identified for court or investigative purposes.
3. Preserving data in the ALPR system after 30 days will require a preservation request from a law enforcement agency or search warrant as prescribed under N.C.G.S 20-183.32.
    A. The BMPD Automated License Plate Recognition Preservation Request form available in Power DMS shall be completed by the requesting officer, approved by a supervisor, and notarized.
    B. EXCEPTIONS: per NCGS 20-183.32 (b), data obtained by an automatic license plate reader may be preserved for more than 90 days pursuant to any of the following:
        (1) A preservation request
        (2) A search warrant issued pursuant to Article 11 of Chapter 15A of the General Statutes.
        (3) A federal search warrant issued in compliance with the Federal Rules of Criminal Procedure
4. For retention of the report outside the ALPR system beyond the 90-day retention period, officers may scan the ALPR system report into an investigative case file.
5. The ALPR system automatically erases stored data when the retention period has elapsed.

422.9 AUDITS

1. Monthly Audit
The ALPR Administrator is responsible for conducting a monthly audit of the agency's use of LPRS.

A. This audit will include:

1) the name of the operator(s) conducting each search;
2) the date/time for each search;
3) the offense type for each search; and
4) an official department issued case number or reason for each search

B. The Agency Administrator will report any discrepancies of use found during the audit and then forward the results of that audit to the Chief of Police no later than the tenth day of the month following the period subject to the analysis.
C. The auditor's review should look for the following criteria:
1) Excessive searches
2) Searches without case umbers
3) Repeated searches on the same plate
4) Searches outside normal duties, assignments, or work hours
5) Searches involving employees, family members, acquaintances, etc.
6) Unusually broad geographic searches
7) Searches with multiple case numbers, but for the same plate.
8) Exclusive external network searches.
D. This date may be extended with the approval of the Chief of Police.

2. **Annual Audit**
G.S. § 20-183.31 requires annual or more frequent auditing and reporting of ALPR use and effectiveness to the agency head. Audit records should be maintained according to the appropriate document retention schedule.

The audit should include a review of which employees should maintain access to the system based on their role/assignment, including a review of account inactivity.

1. The annual audit should include the following documentation:
A. User Activity
B. Search Justification
C. Data retention
D. Sharing
E. Security
F. Training Compliance
G. Hot list accuracy
H. False-alert rates
I. System effectiveness
J. Vendor compliance
K. Complaints
L. Misuse incidents

422.10 MAINTENANCE

1 LPRS camera lenses may be cleaned with glass cleaner or mild soap and water and soft, nonabrasive cloth.

2 Damage to LPRS equipment shall be immediately reported to the Agency Administrator who will document and investigate the damage.
3 3. The system administrator will notify the LPRS vendor or contractor if any maintenance or repair is needed.
4 Any observed damage or defects to LPRS cameras will be documented, and notification will be made to the LPRS vendor representative. If the device must be replaced or taken out of service, notifications will be made to the agency.

The Chief of Police or designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. When applicable, data will be transferred from vehicles to the designated storage in accordance with the programming of the systems and department policy.

All stored ALPR data should be retained in accordance with the established records retention schedule. Thereafter, ALPR data shall be purged after 90 days unless a warrant has been issued for the data or it is subject to a written and sworn retention request submitted pursuant to N.C.G.S. § 20-183.32.

Data being retained pursuant to a retention request should be downloaded onto portable media, booked into evidence and retained for a period of one year after the initial request unless a subsequent request to maintain the data is received(N.C.G.S. § 20-183.32)

4.6 ACCOUNTABILITY AND UPDATES

All data will be closely safeguarded and protected by both procedural and technological means. The Black Mountain Police Department will observe the following safeguards regarding access to and use of stored data:

1. All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
2. Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation or department-related civil or administrative action.
3. Control Access – Member access will be assigned as follows:

ROLE	ACCESS
Patrol officer	Real-time alerts/limited searches
Investigator	Case related historical searches
Supervisor	Search review/approval
ALPR system administrator	System administration
Analyst	Approved searches for analytical reasons
Auditor	Read only audit access
IT/Security	Technical administration without investigative access

4. The ALPR system should be updated every 24 hours or as soon as practicable thereafter with any license plate data obtained from the DCI network or any other databases used in conjunction with the ALPR system (N.C.G.S. § 20-183.32).

~~4.6.1 SYSTEM INTEGRITY~~
~~The Chief of Police or his designee shall maintain a schedule to regularly perform audits, maintenance checks and any needed corrections or adjustments to the ALPR system. The audits shall be conducted at least annually and include a report of the use and effectiveness of the system (N.C.G.S. § 20-183.31).~~

4.7 DATA AND SHARING DISSEMINATION

ALPR data shall only be shared with another law enforcement agency or prosecutor upon a written request, which may be made electronically. The request must indicate the purpose for the request. The release of ALPR data is not required if the disclosure of requested ALPR data will compromise an on-going investigation (N.C.G.S. § 20-183.32).

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

1. Both active and historical data should be considered for official law enforcement purposes only.

2. Information sharing between law enforcement agencies shall be for official law enforcement purposes only and be done in accordance with applicable policy and law.

3. All information sharing will be expressly documented according to applicable policy.

4. LPRS data is confidential and not public record. Data shall only be disclosed pursuant to a written or electronic request from a requesting agency. The request must indicate the purpose of the information requested.
5. Operators may not share information without a written or electronic (DCI) request from another law enforcement agency.

4.8 REQUESTS TO OUTSIDE AGENCIES

Members requesting the retention or release of ALPR data maintained by another agency should obtain supervisory approval using the appropriate form prior to making the request. Members may request the disclosure of data from another agency by submitting a request in writing. Members requesting that data be retained by another agency must submit a sworn written statement as required by N.C.G.S. § 20-183.32. A copy of any requests shall be retained in a case file.

Efforts should be made as soon as practicable to obtain a search warrant to access requested data. The member requesting the data should contact the outside agency to cancel any request should the information no longer be needed (N.C.G.S. § 20-183.31).

4.9 TRAINING

1. Users must be trained prior to being granted access to ALPR databases. Intial training should include:
    A. ALPR Purpose
    B. Agency Policy
    C. Legal Authority

D. Constitutional consideration
E. Investigative uses
F. Authorized/Prohibited uses
G. Alert/hit verifications
H. Historical Searches
I. Search Documentation
J. Hot lists
K. Data retention
L. Data sharing
M. Security
N. Privacy
O. Misuse scenarios
P. Audits and accountability
Q. Disciplinary consequences

2. Refresher training should be conducted before granting access and at least annually thereafter, and whenever there is a substantial policy, legal, or system change.
3. Supervisor training should include additional instruction on:
   A. reviewing searches
   B. Identifying misuse
   C. Reviewing audit reports
   D. Investigative documents
   E. Preservation requests
   F. Data-sharing requirements
4. No member is allowed the use of the ALPR mobile systems until training on the use, operation and retention of the ALPR equipment, collection of ALPR data and the security and release of ALPR data and documentation has been provided to the Major. (N.C.G.S. 20-183.31)

4.10 USE OF ALPR BY OUTSIDE AGENCIES

The use of the ALPR systems and technologies is allowed at the discretion of the Chief of Police or his designee. A written request of dates and times of use shall be submitted at least seventy-two hours prior to date of use, or as soon as practicable thereafter and can be submitted electronically to the Chief of Police.

The Chief of Police or his designee shall keep records of the dates and times used as provided in the Records Maintenance and Release Policy.

Any agency requesting the use of the ALPR systems and technology shall ~~attend training provided by the Town of Black Mountain or training offered by the company that the ALPR systems and technology is manufactured by.~~ have their own ALPR policy and be trained ALPR usage.

Documentation of the training shall be submitted with the initial request and shall be kept on file for posteriority.

(THIS POLICY IS CURRENTLY UNDER REVISION AND HAS NOT BEEN ADOPTED)

NORTH CAROLINA
STATE BUREAU OF INVESTIGATION

3320 Garner Road
Raleigh, NC 27610
(919) 662-4500
FAX: (919) 662-4523

JOSH STEIN
GOVERNOR

R. E. "CHIP" HAWLEY
DIRECTOR

September 22, 2026

MEMORANDUM

To: Law Enforcement Agency Heads

From: R.E. "Chip" Hawley, Director

Subject: Best Practices for Law Enforcement ALPR Programs in North Carolina

The purpose of this memorandum is to provide your agency with the attached Best Practices for Law Enforcement ALPR Programs in North Carolina guidance, which has been developed as a resource to assist law enforcement agencies in establishing, reviewing, and enhancing policies, procedures, and operations practices related to ALPR systems operating in North Carolina.

ALPR technology has been instrumental in assisting law enforcement with protecting the public and solving crimes across our state and nation. It is an investigative tool that requires strong governance controls to ensure that it is being utilized appropriately by those with access. It is critically important that you conduct internal audits of these systems so that any misuse is immediately identified and addressed.

This guidance is intended to provide practical considerations and recommended practices that agencies may use in evaluating current operations and determining whether enhancements or modifications are appropriate. It is not intended to establish mandatory requirements; rather it is designed to serve as a resource that agencies may adapt based on individual missions, operational environments, and community needs. We recognize that law enforcement agencies vary significantly in size, structure and jurisdiction and may utilize various vendors to provide ALPR services. Agency heads are encouraged to review the best practices and determine which recommendations may be appropriate to incorporate into their respective policies, procedures, training, oversight and operational practices.

This guidance was developed in partnership with the NC Sheriffs' Association, NC Association of Chiefs of Police, and the NC Police Executives Association. We appreciate their continued collaboration to ensure best practices in this area across our state.

Thank you for your continued leadership and commitment to promoting professionalism, accountability, and effective law enforcement services. Please let me know if we can answer any questions that you may have and feel free to contact me at any time.

Best Practices for Law Enforcement ALPR Programs in North Carolina

Automatic License Plate Reader (ALPR) technology can be an invaluable investigative and public-safety tool, but it must have strong governance controls. These are recommended best practices for agencies to ensure that the technology is being used for the sole purpose of public safety while recognizing the privacy interests of their citizens. These best practices are intended for agencies that own and operate ALPR cameras and maintain data from ALPR cameras. It is critical that agencies review and follow Article 3D of Chapter 20 of the North Carolina General Statutes as they set up and implement an ALPR program.

In addition to the following best practices, agencies may wish to consider maintaining and periodically aggregating key information regarding ALPR system usage, including general investigative outcomes, the number of system searches conducted, documented instances of misuse, and examples of successful investigative applications. Maintaining this information may assist agencies in responding to inquiries from government officials, community members, or other stakeholders regarding the use, effectiveness, oversight, and accountability of ALPR technology.

1. Establish a clear policy framework

A detailed written ALPR policy is required by G.S. § 20-183.31. This statute includes several topics that the policy should address. The grid below contains the topics required by the statute, as well as additional topics that it would be beneficial for the policy to address.

The policy must be adopted before the system becomes operational and clearly define:

Purpose and authorized uses	Supervisory oversight and review
Prohibited uses	Auditing
Authorized users	Security and access controls
Types of databases/hot lists	Vendor responsibilities
Real-time alerts	Maintenance and calibration
Historical searches	Procedures for inaccurate plate reads
Search justification requirements	Procedures for system alerts
Data retention	Complaints and misuse
Data sharing with law enforcement agencies	Periodic program evaluation
Training	Alert-response protocol

This technology is constantly evolving so policies should be regularly reviewed and revised. Agencies may want to consider developing a separate governing document or Standard Operating Procedure (SOP) that can be updated immediately as changes are made.

2. Clearly distinguish an ALPR "hit" from probable cause or reasonable suspicion

An ALPR alert is an investigative lead only. It, by itself, does not establish probable cause as it is not confirmation that a vehicle or person is involved in criminal activity. Officers must independently verify an ALPR alert before taking enforcement action. This is especially important because of optical character recognition errors, stolen plates, plate changes, database delays, and similar vehicles can generate false positives.

Officers should independently verify:

License plate number	Time/location
State/jurisdiction	Source database
Vehicle description	Whether the plate is still wanted
Plate status	Whether circumstances support the alert

3. Establish strict rules for conducting system searches

Historical ALPR searches are potentially more intrusive than receiving an alert.
A strong policy should require the user to document:

Case/event number	Date/time range
Investigative purpose	Geographic area
Offense or incident	User conducting the search
Specific investigative nexus	Results/action taken
Search parameters	

Agencies may consider requiring one of the following controls:

1. Require the above parameters to be emailed to a detective or supervisor prior to the search for approval.
2. Limit access to ALPR databases to supervisors and/or detectives.
3. Require supervisor approval for broad or sensitive searches, such as large geographic areas, extended time periods, or constitutionally protected activities. E.g., if an ALPR search has the potential to capture information on First Amendment protected activity, such as a protest or assembly.

4. Set data retention limits

Collect and retain only what your agency legitimately needs. Agencies should ensure that they are following all procedures listed in G.S. § 20-183.32, which states that captured plate data shall not be preserved for more than 90 days after the date the data is captured, unless an applicable statutory exception applies, such as a qualifying preservation request or a search warrant. A particularly good agency practice is to make the retention period

shorter than the statutory maximum when operationally feasible. Agencies should discuss data retention with their vendor(s) prior to use of the system. Some vendors have settings that allow an agency to select retention periods less than the 90 days required by NC law. Evidence obtained from databases may be retained in an agency's evidence system if it is part of a criminal investigative case file.

5. Control access using role-based permissions

Not every employee should have unrestricted ALPR access. Consider access permissions based on roles.

ROLE	EXAMPLE ACCESS
Patrol officer	Real-time alerts/limited searches
Investigator	Case related historical searches
Supervisor	Search review/approval
ALPR system administrator	System administration
Analyst	Approved searches for analytical reasons
Auditor	Read only audit access
IT/Security	Technical administration without investigative access

Access should be immediately removed when an employee transfers, retires, resigns, is suspended, changes duties, or no longer has a legitimate need. The policy should designate who within the agency is responsible for completing these actions.

6. Require a reason for every search

G.S. § 20-183.30 defines a law-enforcement purpose to include criminal investigations, arrests/prosecutions, post-conviction confinement or supervision, apprehending someone with an outstanding felony warrant, locating a missing/endangered person, and locating a lost or stolen vehicle. G.S. § 20-183.31 states that ALPR data obtained under the Article may not be used for traffic-violation enforcement.

A particularly strong practice is to require users to select or enter a search justification and a case number for each search.

7. Establish Explicit Prohibited Uses

A policy should expressly prohibit:

Personal searches	Searches based on protected characteristics
Searches for family or friends	Traffic enforcement per G.S. § 20-183.31
Searches based on curiosity	Using ALPR as the sole basis for enforcement action
Searches for political purposes	Sharing information with unauthorized persons

Searches unrelated to a criminal investigation	Downloading data to unauthorized devices
Circumventing system audit controls	Altering or deleting audit records

Personnel with access to ALPR databases should be notified of the consequences of misuse prior to accessing the system. Suspected misuse should be promptly investigated. Misuse can result in disciplinary action and, where applicable, criminal consequences. North Carolina law provides that unauthorized obtaining, accessing, preserving, or disclosing ALPR data can constitute a Class 1 misdemeanor, pursuant to G.S. § 20-183.33.

8. Audit the system routinely

Agencies should conduct regular reviews/audits. This review may be conducted weekly, monthly, or quarterly and should be specified in the agency's policy. Agencies should identify who is responsible for conducting the reviews. A review may require questions to be asked of an officer who conducts searches and/or the supervisor to determine the officer's work schedule, case assignments, and other factors that may help determine whether searches are valid or unjustified. In some instances, additional investigation may be warranted as determined by agency command staff.

Parameters which may be reviewed include identification of:

Excessive searches	Searches involving employees, family members, acquaintances, etc.
Searches without case/event numbers	Unusually broad geographic searches
Repeated searches on the same plate	Searches inconsistent with employee's assignment
Searches outside normal duties	Searches of the same plate over a long timeframe
Searches outside of work hours	Searches with multiple case numbers, but the same plate
Large volume searches	Exclusive external network searches

<u>Annual formal audit</u>

G.S. § 20-183.31 requires annual or more frequent auditing and reporting of ALPR use and effectiveness to the agency head. Audit records should be maintained according to the appropriate document retention schedule.

A formal audit should include the following parameters:

User activity	Hot-list accuracy
Search justification	False-alert rates
Data retention	System effectiveness
Sharing	Vendor compliance
Security	Complaints
Training compliance	Misuse incidents

The audit should include a review of which employees should maintain access to the system based on their role/assignment, including a review of account inactivity.

9. Establish strong hot-list governance

Hot lists are databases of license plate numbers and related vehicle information that are of interest to law enforcement. When an ALPR camera captures a vehicle's plate, the system can instantly compare it against a hot list. If there's a match, the system can trigger a real-time alert to investigators. There are two types of hot lists.

1) Automatic matches and alerts: ALPR systems compare scanned plates against SBI maintained National Crime Information Center (NCIC) databases of stolen vehicles, stolen plates, vehicles used in felonies and misdemeanors, carjackings, wanted persons, missing persons including juveniles, AMBER alerts, sex offenders, and protection orders. If there is a "hit" to one of these databases, officers receive an alert within seconds to allow them to locate the vehicle. This often leads to apprehension of a suspect, recovery of a stolen vehicle, recovery of a missing or endangered victim, and/or recovery of evidence from a crime (such as a handgun used in a homicide).
2) Manual hot list: Officers can set up a manual hot list of license plate numbers of suspects in their investigations so that they receive an alert when one of those vehicles' license plates is scanned by an ALPR.

It is considered misuse for an officer to include license plates on their manual hot list for personal reasons and/or out of curiosity. There must be a legitimate criminal investigative reason for a license plate to be included on a manual hot list. Agencies may consider requiring supervisor approval for licenses plates to be added to a hot list.

Manual hot lists should be reviewed regularly to determine if data needs to be kept longer based on an individual investigation. The Agency's policy should designate who will conduct this review. Removal should be automatic upon expiration. A vehicle should not remain on a hot list indefinitely.

Agencies may restrict which employees can add vehicles to a manual hot list to supervisors and/or detectives. Agencies may wish to institute an approval process for a vehicle to be added to a hot list. The approval process may include the officer sending an email to a supervisor or detective with a summary of the vehicle to be added, the reason for it to be added, the case number, and any other relevant information.

Every hot-list record should have:

Source	Entering agency/person
Date entered	Expiration/review date
Reason	Responsible owner
Case/event number	Verification status

10. Have written rules for interagency data sharing

Agencies should establish a formal data-sharing framework. G.S. § 20-183.31 states that data obtained by ALPRs shall be obtained, accessed, preserved, or disclosed only for law enforcement purposes. G.S. § 20-183.32 states that captured plate data shall not be disclosed except to a criminal justice officer for a legitimate law enforcement purpose pursuant to a written request. Furthermore, it states that captured plate data is confidential, not a public record, and shall not be sold for any purpose. Agencies should not share data with a non-law-enforcement agency.

Before sharing data, determine:

Who may receive data	Security requirements
What constitutes a legitimate law enforcement purpose	Restrictions on redisclosure
What request documentation is required	Audit requirements
Whether the receiving agency must have an ALPR policy	Vendor/cloud sharing
Retention requirements	Interstate sharing

11. Carefully govern vendor data

An agency's contract with the ALPR vendor(s) should address:

Data ownership	Breach notification
Data location	Audit rights
Encryption	System availability
Authentication	Incident response
CJIS/security requirements, where applicable	Data sharing
Vendor employee access	AI/analytics features
Subcontractors	Secondary use of agency data
Data retention	Sale or commercialization of data
Data deletion	Contract termination
Backup deletion	Data return/destruction

Agencies should avoid contracts that allow a vendor to use law-enforcement ALPR data for commercial analytics, marketing, profiling, or unrelated product development without explicit authorization.

12. Protect ALPR data like sensitive criminal justice information

Due to the sensitivity of ALPR data, security controls should include:

Unique user credentials	Administrative access controls
Strong authentication	Network segmentation where appropriate
Multi-factor authentication, where feasible	Backup controls
Strong password requirements	Security monitoring
No shared accounts	Documented incident response
Role-based access	Prompt termination of departing employees' access
Encryption in transit and at rest	Vendor security assessments
Detailed audit logs	Mobile device security
Automated account deactivation	Automatic session timeouts

Agency email addresses and agency cell phone numbers should be used for multi-factor authentication, so employees can no longer access the system after they leave the agency.

13. Establish strong training requirements

Users must be trained prior to being granted access to ALPR databases. Initial training for users should include:

ALPR purpose	Hot lists
Agency policy	Data retention
Legal authority	Data sharing
Constitutional considerations	Security
Investigative uses	Privacy
Authorized/prohibited uses	Misuse scenarios
Alert/hit verification	Audit/accountability
Historical searches	Disciplinary consequences
Search documentation	

Refresher training should be conducted before granting access and at least annually thereafter, and whenever there is a substantial policy, legal, or system change.

Supervisor training should include additional instruction on:

Reviewing searches	Investigative documentation
Identifying misuse	Preservation requests
Reviewing audit reports	Data-sharing requirements

14. Establish Accuracy and Quality Controls

Agencies should periodically evaluate:

Plate reading accuracy	Optical character recognition (OCR) accuracy
False positive rate	Alert accuracy
Camera positioning	Database freshness
Lighting	Vehicle description accuracy
Weather impacts	Camera uptime
Image quality	

G.S. § 20-183.31 requires agencies to maintain maintenance and calibration schedules and records. Agencies should maintain a formal ALPR maintenance/calibration log.

15. Require frequent updates

G.S. § 20-183.32 requires agencies operating ALPR systems to update the system from the databases specified in their policy every 24 hours when updates are available, or as soon as practicable after they become available.

Policies should therefore identify:

Authorized databases	Error correction procedures
Database owners	Procedures for removing invalid records
Update frequency	Data-sharing requirements
Update responsibility	

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	James Bingham, Deputy Fire Chief	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	**DEPARTMENT:**	Fire Department
TITLE OF ITEM:	Upcoming Fire Training Event Announcement		

SUGGESTED MOTION(S):
n/a.

SUMMARY:

Deputy Chief Bingham will discuss an upcoming fire training event.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

None

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Jay Copley, Finance Director	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Communications from Staff, Councils, Commissions & Agencies	**DEPARTMENT:**	Finance

TITLE OF ITEM: Preliminary Financial Information FY26-27, Jay Copley, Finance Director

SUGGESTED MOTION(S):
n/a

SUMMARY:

Brief overview of YTD financial information for FY26-27

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Finance Updates for Council 11.09.26

TOWN OF BLACK MOUNTAIN

160 MIDLAND AVENUE • BLACK MOUNTAIN, NORTH CAROLINA 28711
Phone (828) 419-9300 • Fax (828) 419-7210 • TDD 800-735-2962
www.townofblackmountain.org

Mayor
C. Michael Sobol

Town Council
Vice-Mayor Archie Pertiller
Council Member Alice Berry
Council Member Larry Harris
Council Member Lawrence Lytle
Council Member Ryan Stone

Interim Town Manager
Richard N. Hicks

Town Attorney
Craig Justus

Town Clerk
Wesley Barker

To: Honorable Mayor Sobol and Black Mountain Town Council
From: Jay Copley, Finance Director
Date: November 9, 2026
Subject: Fiscal Year 2026-27 Preliminary Financial Information through October 31, 2026

Purpose:
To provide preliminary Fiscal Year 2026-27 Financial Information through October 31, 2026

Overview:
Summarized below are financial information and highlights through October 31, 2026 and pertaining to Fiscal Year 2026-27

General Fund

	Current Budget	YTD Fiscal Activity	Variance	% Collected/ Expensed
Revenues	$ 13,252,199.00	$ 2,273,179.76	$ 10,979,019.24	17.15%
Expenditures	$ 13,252,199.00	$ 4,244,014.50	$ (9,008,184.50)	32.02%
	-	$ (1,970,834.74)	$ 1,970,834.74	

Highlights:

*Buncombe County Real and Personal Property Tax collected total **10.98%** of budget ($675,918 vs. $6,155,784)*
- *Note that bulk of FY26 Ad Valorem Tax revenue was collected from November to January*

*Motor Vehicle Tax revenue totals **17.41%** of budget ($69,306 vs. $398,084)*
*Sales & Use Tax revenue YTD totals **17.03%** of budget ($447,903 vs. $2,630,554)*
- *Monthly Sales Tax revenue totals **8.44%** of budget ($222,008 vs. $2,630,554)*

*Golf-related revenue totals **26.77%** of budget ($307,825 vs. $2,630,554)*

Water Fund

	Current Budget	YTD Fiscal Activity	Variance	% Collected/ Expensed
Revenues	$ 3,102,108.00	$ 1,272,216.30	$ 1,829,891.70	41.01%
Expenditures	$ 3,102,108.00	$ 732,445.85	$ (2,369,662.15)	23.61%
	-	$ 539,770.45	$ (539,770.45)	

*Water sales total **39.75%** of budget ($1,105,832 vs. $2,782,308)*

Total General and Water Funds

	Current Budget	**YTD Fiscal Activity**	**Variance**	**% Collected/ Expensed**
Revenues	**$ 16,354,307.00**	**$ 3,545,396.06**	**$ 12,808,910.94**	**21.68%**
Expenditures	**$ 16,354,307.00**	**$ 4,976,460.35**	**$ (11,377,846.65)**	**30.43%**
	-	**$ (1,431,064.29)**	**$ 1,431,064.29**	

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:

MEETING DATE: November 9, 2026

AGENDA SECTION: Communications from Staff, Councils, Commissions & Agencies

DEPARTMENT: Public Works

TITLE OF ITEM: Comments from Jamey Matthews, Public Works Director

SUGGESTED MOTION(S):
n/a.

SUMMARY:

Public Works Director Jamey Matthews will provide comments to the Council.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

None

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Wesley Barker, Town Clerk **MEETING DATE:** November 9, 2026

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

TITLE OF ITEM: Adoption of Meeting Minutes- October 2, 8 & 12, 2026

SUGGESTED MOTION(S):
Motion to approve the meeting minutes as presented.

SUMMARY:

Council will consider approval of the meeting minutes as presented from:

- October 2, 2026 Special Called Meeting
- October 8, 2026 Agenda & Special Meeting
- October 12, 2026 Regular Meeting

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. October 2, 2026 Special Called Meeting _Minutes_Draft
2. October 8, 2026 Agenda Work Session & Special Meeting _Minutes_Draft
3. October 12, 2026 Town Council Meeting_Minutes_DRAFT

BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 2, 2026 | Special Meeting Agenda | Time: 4:00 PM

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

Black Mountain Town Council held their special meeting agenda on Friday, October 2, 2026, at 4:00 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 4:00 p.m. with the following members in attendance: Vice Mayor Archie Pertiller, Council Member Larry Harris, Council Member Lawrence Lytle, Town Council Member Ryan Stone. Council Member Alice Berry was absent.

The following staff members were present: Interim Town Manager Richard Hicks, Town Clerk Wesley Barker, Recovery & Capital Programs Director Matt Begley, Finance Director Jay Copley, and Building Inspector Rick Burton.

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2. DISCUSSION OF STRUCTURAL ENGINEER FOR PUBLIC SAFETY BUILDING

2.A. Discussion of Structural Engineer for Public Safety Building.

Discussion ensued between the Mayor, Town Council and staff about the structural engineer for the Public Safety Building. Interim Town Manager Richard Hicks stated the proposal is to consider the exemption of structural engineering services for the evaluation of the vacant Public Safety Building from the qualifications-based selection requirements of North Carolina General Statute 143-64.32 and to waive the Town's Request for Qualifications (RFQ) requirement for this specific project. The structural engineering evaluation is estimated to cost between $5,000 and $10,000, which is below the statutory threshold of $50,000 for exemption. The waiver is limited solely to this project and does not alter or suspend the Town's purchasing policies for other professional services. If approved, the Town Manager will be authorized to obtain a proposal from a qualified structural engineer, negotiate reasonable compensation, and execute an agreement for the services, subject to available funding and all applicable Town and State requirements.

DRAFT

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

TOWN OF BLACK MOUNTAIN, NORTH CAROLINA
A RESOLUTION EXEMPTING A PARTICULAR STRUCTURAL ENGINEERING PROJECT FROM THE QUALIFICATIONS-BASED SELECTION REQUIREMENTS

RESOLUTION NO. # R-26-83

WHEREAS, the Town of Black Mountain has a need for professional structural engineering services related to the evaluation of the Town's vacant Public Safety Building; and

WHEREAS, the Town anticipates that the professional fee for these structural engineering services will be approximately $5,000 to $10,000; and

WHEREAS, N.C. General Statute 143-64.32 authorizes a unit of local government to exempt a particular project from the provisions of Article 3D when the estimated professional fee is less than $50,000; and

WHEREAS, the Town has adopted a purchasing policy that generally requires a Request for Qualifications (RFQ) for certain professional services exceeding $1,000; and

WHEREAS, the Town Council, as the governing body for the Town, desires to exercise its authority to waive the Town's RFQ requirement for this particular project while maintaining all other applicable purchasing, contracting, budgeting, and legal requirements; and

WHEREAS, the Town Council finds that a project-specific waiver is appropriate given the limited scope and estimated cost of the structural engineering services.

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

1. State-Law Exemption Pursuant to N.C. General Statute 143-64.32, the Town Council hereby exempts the structural engineering services for the evaluation of the vacant Public Safety Building from the qualifications-based selection requirements of Article 3D, based upon an estimated professional fee of $5,000 to $10,000.

2. Waiver of Town RFQ Requirement. The Town Council hereby waives the Town's purchasing-policy requirement for an RFQ for this particular structural engineering project, notwithstanding the general $1,000 threshold contained in

the Town's purchasing policy.

3. Limited Application. This waiver applies only to the structural engineering services necessary to evaluate the vacant Public Safety Building and shall not constitute a general amendment, suspension, or waiver of the Town's purchasing policy or its RFQ requirements for other professional services contracts.

4. Procurement and Contract Authorization. The Town Manager is authorized to obtain a proposal from a qualified structural engineer, negotiate reasonable compensation, and execute an agreement for the services, subject to the availability of appropriate funds and all other applicable Town and State requirements.

5. No Emergency Finding. This exemption and waiver are based on the authority described above and are not based upon a declaration or finding of an emergency.

6. Effective Date. This Resolution shall be effective immediately upon its adoption.

Adopted this the 2nd day of October, 2026.

****

3. ADJOURNMENT. With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 4:12 pm.

_____
C. Michael Sobol, Mayor

Attest: _____

DRAFT

BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 8, 2026 | Agenda Review & Special Meeting Agenda | Time: 5:00 PM

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

Black Mountain Town Council held their agenda review & special meeting agenda on Thursday, October 8, 2026, at 5:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

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

The following staff members were present: Richard Hicks, Interim Town Manager; Wesley Barker, Town Clerk; Matt Begley, Recovery & Capital Programs Director; John Coffey, Fire Chief; Chris Kuhn, Deputy Police Chief; and several members of the Black Mountain Fire Department.

2. NEW BUSINESS

2.A. Resolution Authorizing a Budget Amendment for the Purchase of Maintenance Vehicles Funded through the United States Department of Agriculture Community Facilities Disaster Assistance Fund Grant Program.

Matt Begley, Recovery and Capital Programs Director, presented this item. The Town Council will consider a budget amendment resolution to direct funding to purchase seven (7) maintenance vehicles under the scope of the Town's grant award from the United States Department of Agriculture (USDA) Community Facilities (CF) Disaster Assistance Fund (DAF) grant program. This resolution is intended to direct funds from the Helene Fund to the capital project set up for this grant project to provide cash flow and refund the Helene fund once the reimbursement from USDA has been received.

DRAFT

Town Council Member Alice Berry made a motion to approve the resolution authorizing the budget amendment as presented. A vote of 3-0 in favor. Vice Mayor Pertiller and Council Member Harris were absent.

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR THE PURCHASE OF MAINTENANCE VEHICLES FUNDED THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE COMMUNITY FACILITIES DISASTER ASSISTANCE FUND GRANT PROGRAM

RESOLUTION NO. # R-26-84

WHEREAS, the Town of Black Mountain (the "Town") has been awarded grant funding for the purpose of purchasing maintenance vehicles through the United States Department of Agriculture (USDA) Community Facilities (CF) Disaster Assistance Fund (DAF) grant program; and

WHEREAS, the Town is in the process of purchasing these vehicles; and

WHEREAS, the Town anticipates the purchase of these vehicles to be reimbursed within 30 days; and

WHEREAS, the Town Council authorized the purchase of these vehicles on September 14, 2026 (Resolution No. # R-26-74); and

WHEREAS, Town staff recommends using funds in the Helene Fund to purchase the vehicles in anticipation of reimbursement and refund the Helene Fund once the Town is in receipt of funds from the USDA CF DAF program; and

WHEREAS, the Town anticipates the purchase price for these vehicles to be $548,400.00.

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

1. The Interim Town Manager (or his designee) is authorized to make an amendment to the Town budget to allocate $548,400.00 to the USDA Vehicles Capital Project from the Helene Fund.
2. The Interim Town Manager (or his designee) is authorized to make an amendment to the Town budget to refund the Helene Fund with reimbursements received from the grant program when the Town is reimbursed for the purchase of the vehicles.
3. The Town Council hereby authorizes the Interim Town Manager to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

Adopted this 8th day of October, 2026.

****

2.B. A Resolution Authorizing a Budget Amendment for the Purchase of Recycling Trucks Funded through the North Carolina Department of Environmental Quality Helene Recovery Recycling Infrastructure Grant Program.

Matt Begley, Recovery & Capital Programs Director, presented this item stating that the Town Council will consider a budget amendment to direct funding to purchase two (2) recycling trucks under the scope of the Town's grant award from the North Carolina Department of Environmental Quality (NCDEQ) Helene Recovery Recycling Infrastructure (HRRI) grant program. This resolution intends to direct funds from the Helene Fund to the capital project set up for this grant project to provide cash flow and refund the Helene fund once the reimbursement from NCDEQ has been received.

Council Member Alice Berry made a motion to approve the following resolution. A vote of 3-0 in favor. Vice Mayor Archie Pertiller and Council Member Larry Harris were absent.

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT FOR THE PURCHASE OF RECYCLING TRUCKS FUNDED THROUGH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY HELENE RECOVERY RECYCLING INFRASTRUCTURE GRANT PROGRAM

RESOLUTION NO. # R-26-85

WHEREAS, the Town of Black Mountain (the "Town") has been awarded grant funding for the purpose of purchasing recycling trucks through the North Carolina Department of Environmental Quality (NC DEQ) Helene Recovery Recycling Infrastructure (HRRI) grant program; and

WHEREAS, the Town is in the process of ordering these vehicles; and

WHEREAS, the Town anticipates the purchase of these vehicles to be reimbursed within 30 days; and

WHEREAS, the Town Council authorized the purchase of these vehicles on September 14, 2026 (Resolution No. # R-26-73); and

WHEREAS, Town staff recommends using funds in the Helene Fund to purchase the vehicles in anticipation of reimbursement and refund the Helene Fund once the Town is in receipt of funds from the NC DEQ HRRI program; and

WHEREAS, the Town anticipates the purchase price for these vehicles to be $390,993.73.

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

1. The Interim Town Manager (or his designee) is authorized to make an amendment to the Town budget to allocate $390,993.73 to the NC DEQ Recycling Trucks Capital Project from the Helene Fund.
2. The Interim Town Manager (or his designee) is authorized to make an amendment to the Town budget to refund the Helene Fund with reimbursements received from the grant program when the Town is reimbursed for the purchase of the vehicles.
3. The Town Council hereby authorizes the Interim Town Manager to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.

Adopted this 8th day of October, 2026.

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3. APPROVAL OF THE OCTOBER 12, 2026 REGULAR MEETING AGENDA

3.A. October 12, 2026 Regular Meeting - Draft Agenda.

Interim Town Manager Richard Hicks then reviewed the proposed agenda for the October 12, 2026 monthly council meeting. Mayor Sobol asked that a Closed Session be added to the agenda to discuss personnel. With no other amendments, ***Town Council Member Ryan Stone made a motion to approve the October 12, 2026 meeting agenda as amended. A vote of 3-0 in favor. Vice Mayor Archie Pertiller and Council Member Larry Harris were absent.***

4. COMMUNICATION FROM MAYOR AND TOWN COUNCIL. None.

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5. ADJOURNMENT. With no further business to be discussed, Mayor C. Michael Sobol adjourned the meeting at 5:15 PM.

DRAFT

_____
C. Michael Sobol, Mayor

Attest: _____

BLACK MOUNTAIN TOWN COUNCIL MINUTES

October 12, 2026 | Regular Session Agenda | Time: 6:00 PM

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

Black Mountain Town Council held their regular session agenda on Monday, October 12, 2026, at 6:00 PM in the Council Chambers of Town Hall, 160 Midland Avenue, Black Mountain, NC 28711.

1. CALL TO ORDER

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

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

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

2. PROCLAMATIONS, AWARDS, RECOGNITIONS, SPECIAL RESOLUTIONS

2.A. Proclamation Recognizing October as Domestic Violence Awareness Month.

Helpmate, located in Asheville, whose mission is to work with the community to eliminate abuse and fear by providing safety, shelter, and support for victims/survivors of intimate partner domestic violence, has requested a proclamation recognizing October as Domestic Violence Awareness and Prevention Month. Mayor Sobol read a proclamation that recognized October as Domestic Violence Awareness and Prevention Month.

2.B. Special Resolution Honoring Former Council Member William "Bill" Christy.

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

A RESOLUTION HONORING AND REMEMBERING WILLIAM “BILL” CHRISTY
RESOLUTION NO. # R-26-86

WHEREAS, William Henry "Bill" Christy, a beloved husband, father, grandfather, attorney, community leader, and friend, passed away on September 30, 2026, at the age of 70; and

WHEREAS, Bill served with distinction as a member of the Black Mountain Town Council from July 2021 through September 2023, bringing his knowledge, thoughtful perspective, and commitment to public service to the governance of the Town he proudly called home; and

WHEREAS, Bill and his wife, Deirdre, made Black Mountain their home in 1995, where he became a respected attorney and partner in Stone & Christy, serving the people of Western North Carolina for 26 years with a practice focused on real estate, probate, and general business matters; and

WHEREAS, Bill was deeply committed to serving others through his profession, devoting countless hours to Pisgah Legal Services and receiving the North Carolina Bar Association's Small Firm Pro Bono Award in 2006 and Pisgah Legal Services' Lifetime Pro Bono Achievement Award in 2021; and

WHEREAS, Bill's dedication to community extended beyond his legal career and Town Council service, including significant leadership with Warren Wilson College, where his involvement spanned more than five decades and included service as Board of Trustees Chair and Interim President, as well as service with numerous civic and community organizations throughout the region; and

WHEREAS, Bill was known for his integrity, intellect, kindness, civic spirit, and deep devotion to family, friends, and the mountains of Western North Carolina, leaving a lasting impact on the community he served;

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Black Mountain hereby honor and remember **William "Bill" Christy** for his dedicated service to the Town, his commitment to justice and community, and his many contributions to Black Mountain; and extends its deepest condolences and heartfelt appreciation to Bill's wife, Deirdre, his children, grandchildren, extended family, and many friends, and recognizes with gratitude the lasting legacy of his life and service.

ADOPTED, this 12th day of October, 2026.

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3. COMMUNICATIONS FROM STAFF, COUNCILS, COMMISSIONS & AGENCIES

3.A. Presentation on the Hilltop Rd. Repair Project. Recovery & Capital Programs Director Matt Begley and Interim Project Manager Chad Goins presented an update on the Hilltop Rd. repair project, which recently began construction. To summarize project status, FEMA has advanced $660,884.53 for the Hilltop Road project. After extensive FEMA coordination and land/easement challenges, construction began in September 2026 with completion projected for December 31, 2026 and the final design reduced the retaining wall scope.

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4. CITIZEN COMMENTS

- Cheryl Milton spoke about public works and the former Operator in Charge for water and money that was paid out by the Town for work that may not have been completed. She stated she is looking out for taxpayer dollars and will continue to do so.
- Jim Boyer of Givens Highland Farms spoke to the Council stating that Givens would be willing to extend the current lease with the Public Safety department, who are currently using spaces in a vacant building there for offices, another two months at no charge. Mr. Boyer stated the donation of a building to the Town for the Fire Department's use.
- Russell Cate thanked the Fire Department for assisting his family on an emergency response call earlier this year, noting their professionalism and compassion.
- John Richardson spoke on Council accountability to staff and the manager, spoke on state representatives willing to help his businesses and spoke on ongoing legal issues. Mr. Richardson also encouraged Council to consider the recent ordinance presented by the Chamber of Commerce for the review of planning & zoning-related permitting.
- Shane Lunsford spoke about a recent town determination letter on containers at his property on Timber Park Dr. providing an update. He also spoke about the outstanding public record request and the process between departments dealing with code enforcement case #54.

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5. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Mayor Sobol read a statement regarding the current Town Public Safety Building and its current conditions. Council Harris offered condolences to Mayor Sobol on the recent passing of his spouse.

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6. COMMUNICATION FROM TOWN ATTORNEY & TOWN MANAGER

Attorney Craig Justus provided an update on the UDO process, noting he had been meeting with the Planning Board and staff to complete the final draft. He stated he hoped there to be a call for a public hearing to be on the November agenda, with intended hearing and adoption to be in December 2026.

****

7. CONSENT AGENDA

7.A. Adoption of Meeting Minutes- September 10 & 14, 2026.

Council considered adoption of meeting minutes from the September 10, 2026 Agenda Work Session/Special Meeting, and the September 14, 2026 Regular Monthly Meeting. ***Council Member Larry Harris made a motion to approve the meeting minutes as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.***

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7.B. Monthly Tax Collector Report. ***Council Member Larry Harris made a motion to***

approve the tax collector report as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

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7.C. Call for Public Hearing for Text Amendments to Chapter 4 Zoning Regulations, Section 4.4 Provisions Governing All Lots, Section 4.4.2 Lot Access and Section 4.7.11 TND Traditional Neighborhood District (master planned), Section 4.7.11.5 Design Standards to clarify public and private streets to be held on Monday, November 9, 2026, at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, N.C. or as soon thereafter as possible.

There is confusion in the language of these two sections regarding public and private street access and design. The proposed amendments seek to clarify the confusion, and this is a call for public hearing which will correct this text.

Council Member Larry Harris made a motion to call for a public hearing as presented. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

The Black Mountain Town Council will meet on Monday, November 9, 2026,at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for amendments to Chapter 4 Zoning Regulations, Section 4.4 Provisions Governing All Lots, Section 4.4.2 Lot Access and Section 4.7 Zoning Regulations by District, Section 4.7.11 TND Traditional Neighborhood District (master planned), Section 4.7.11.5 Design Standards, to clarify public and private streets.

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7.D. Authorization of Master Service Agreement with Anchor QEA, PLLC.

A Master Service Agreement (MSA) has been negotiated with Anchor QEA, clarifying the relationship with the Town. Anchor QEA was selected through a qualifications-based process as the firm to perform design and engineering work associated with Flat Creek Greenway repairs.

Council Member Larry Harris made a motion to adopt the resolution approving the MSA with Anchor QEA, PLLC as presented and recommended. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

A RESOLUTION TO APPROVE THE MASTER SERVICE AGREEMENT WITH ANCHOR QEA, PLLC FOR ENGINEERING AND DESIGN SERVICES

RESOLUTION NO. R-26-90

WHEREAS, the Town experienced substantial damage to public infrastructure from Tropical Storm Helene; and

WHEREAS, the Town initiated a qualifications-based selection for engineering firms to procure engineering services for Town recovery projects; and

WHEREAS, Anchor QEA, PLLC was selected as the most qualified firm for the Flat Creek Greenway project; and

WHEREAS, Town staff and Anchor have discussed terms and conditions for establishing a relationship between the two entities and will be performing work in accordance with an MSA and the scope of task orders should the MSA be approved; and

WHEREAS, this MSA will supersede any other agreements previously entered into between Anchor QEA, PLLC and the Town of Black Mountain, with the scope of work approved on September 14, 2026 for design services related to Flat Creek Greenway remaining in effect and operating under this version of the MSA;

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

1. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute the attached Master Service Agreement with Anchor QEA, PLLC.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any documents or other items required to implement these changes.

Adopted this 12th day of October, 2026.

****

7.E. Resolution to Approve Force Account Labor Exemption - Town Roads Group 1.

Town staff have proposed that the scope of work outlined for the Town Roads Group 1 project, recently awarded through the FEMA Public Assistance program, may be completed using in-house labor and materials. Per NCGS § 143-135, the governing board must approve an exception to the bidding process for the jurisdiction to use its own officers or employees for construction or repair work in this manner.

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

A RESOLUTION TO APPROVE THE AUTHORIZATION OF A FORCE ACCOUNT EXCEPTION FOR THE TOWN ROADS GROUP 1 PROJECT REPAIRS
RESOLUTION NO. R-26-91

WHEREAS, many Town roads were damaged during Tropical Storm Helene; and

WHEREAS, documented road damages were divided into two FEMA projects based on the extent of damages; and

WHEREAS, FEMA has now obligated adequate funding to complete the scoping for the Town Roads Group 1 project; and

WHEREAS, Town staff have assessed that the Town will be able to complete the scope of work for these roads using in-house labor and expertise; and

WHEREAS, North Carolina General Statute requires Towns to authorize a force account exception to use their own officers or employees to perform construction or repair work in this manner to exclude the work from the standard bidding requirements for construction and repair work per NCGS § 143-135;

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

1. The Town Council approves the use of a force account exception for the Town Roads Group 1 project and authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute any documents necessary to convey this exception to the standard requirements for public contracting.
2. The Town Council authorizes the Interim Town Manager, and/or a designee(s) thereof, to execute and file any documents or other items required to implement these changes

Adopted this 12th day of October, 2026.

****

7.F. Land of Sky Regional Council Management Contract.

The Town Council will consider a master services agreement and three task orders from Land of Sky Regional Council to perform grant administration services for the town's SRF, Blueprint, and StRAP projects.

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

A RESOLUTION AUTHORIZING THE MASTER SERVICES AGREEMENT AND 3 TASK ORDERS WITH LAND OF SKY REGIONAL COUNCIL FOR GRANT ADMINISTRATION SERVICES
RESOLUTION NO. R-26-88

WHEREAS, the Town has been awarded grant funding for the State Revolving Fund (SRF), DEQ Blueprint project, and StRAP project; and

WHEREAS, the Town requires grant management services in order to effectively execute these projects and administrate these funds; and

WHEREAS, Land of Sky Regional Council has submitted to the Town a task order outlining their proposed scope and cost for grant administration services for these projects;

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

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

Adopted this 12th day of October, 2026.

****

7.G. Resolution to Authorize the Task Order for Downtown Stormwater Design & Engineering Services.

Town staff have received the Task Order from the John R. McAdams Company for performing engineering services on the Downtown Stormwater Project (Phase I) funded through the NC Department of Commerce SmallBiz program. The included attachment is a copy of the proposed task order.

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

A RESOLUTION AUTHORIZING THE TASK ORDER JOHN R MCADAMS CO FOR DESIGN & ENGINEERING SERVICES FOR THE DOWNTOWN STORMWATER PROJECT
RESOLUTION NO. R-26-89

WHEREAS, the Town applied to the Small Business Infrastructure Grant Program (SmBIZ) through NC Department of Commerce; and

WHEREAS, the Town was awarded funding from the Small Business Infrastructure Grant Program in the amount of $1,000,000 for Downtown Stormwater Improvements; and

WHEREAS, John R. McAdams Company, Inc. was selected as the most qualified firm based on their response to the Town's request for statements of qualification for the project; and

WHEREAS, John R. McAdams Company, Inc. has submitted to the Town a task order outlining their proposed scope and cost for design and engineering services for the project; and

WHEREAS, cash flow funds and reimbursements from the NC DEQ Blueprint program will be recognized in the capital project ordinance for the project entitled "Downtown Stormwater Project";

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

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

Adopted this 12th day of October, 2026.

****

7.H. Consideration of FY26-27 Budget Ordinance Amendment to Appropriate Remaining Community Foundation of Western North Carolina Emergency Disaster Relief Fund Grant Funds.

The Recreation & Parks Department requests adoption of a budget ordinance amendment to appropriate remaining funds from the Community Foundation of Western North Carolina Emergency Disaster Relief Fund grant for use in FY 2026–2027. The grant was awarded and received in FY 2025–2026 for the project entitled "Recreation and Parks: Restoring and Strengthening the Dr. John Wilson Community Garden Post-Helene", with an original total of $50,000.00. Council approved this grant award fund ordinance at the June 9, 2025 meeting, Ordinance No: O-25-14. *(Award letter attached)*

Of that $50,000 awarded, $32,870.25 was used in FY 2025 - 2026, leaving an unexpended balance of $17,129.75 on June 30, 2026. The remaining grant funds were not carried forward into the FY 2026-2027 budget and must be appropriated for continued use of the funds for the approved project.

Council Member Larry Harris made a motion to adopt the following ordinance. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

TOWN OF BLACK MOUNTAIN
AN ORDINANCE AMENDING THE FY 2026–2027 BUDGET ORDINANCE TO APPROPRIATE REMAINING COMMUNITY FOUNDATION OF WESTERN NORTH CAROLINA EMERGENCY DISASTER RELIEF FUND GRANT FUNDS

ORDINANCE NO. # O-26-27

WHEREAS, the Town of Black Mountain was awarded a $50,000.00 grant from the Community Foundation of Western North Carolina Emergency Disaster Relief Fund for the project entitled “Recreation and Parks: Restoring and Strengthening the Dr. John Wilson

Community Garden Post-Helene"; and

WHEREAS, the Town Council approved the grant award and associated budget ordinance, Ordinance No. O-25-14, at its June 9, 2025 meeting; and

WHEREAS, during FY 2025–2026, $32,870.25 of the grant funds were expended for the approved project, leaving an unexpended balance of $17,129.75 as of June 30, 2026; and **WHEREAS**, the remaining grant funds were not carried forward into the FY 2026–2027 budget and must be appropriated to allow the Recreation and Parks Department to continue use of the funds for the approved project; and

WHEREAS, it is necessary to amend the FY 2026–2027 Budget Ordinance to recognize and appropriate the remaining grant funds.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that the FY 2026–2027 Budget Ordinance is hereby amended as follows:

Account Number	Account Description	Increase	Decrease
260-8807-48900	Fund Balance Appropriation	$17,129.75	
260-8807-57210	Capital Outlay Land Improvements	$17,129.75	

BE IT FURTHER ORDAINED, that copies of this budget ordinance amendment will be furnished to the Town Clerk, Budget Officer and Finance Director, and that the Budget Officers and/or Finance Director are hereby authorized to make the necessary budgetary entries and amendments to implement this ordinance.

ADOPTED, this the 12th day of October, 2026.

****

7.I. Consideration of FY26-27 Budget Ordinance Amendment to Appropriate the Remaining Swannanoa Valley Medical Center and Ernie Dewick Endowment Fund Grants.

The Recreation & Parks Department requests adoption of a budget ordinance amendment to appropriate remaining funds from the Swannanoa Valley Medical Center and Ernie Dewick Endowment Fund grant for use in FY 2026–2027. The grant was awarded and received in FY 2025–2026, with an original total of $20,000.00. Of that amount, $10,500.00 was used, leaving an unexpended balance of $9,500.00 at June 30, 2026, and these remaining funds were not carried forward into the FY 2026-2027 budget.

Council Member Larry Harris made a motion to adopt the budget ordinance amendment as presented. A vote of 4-0 in favor.

TOWN OF BLACK MOUNTAIN
AN ORDINANCE AMENDING THE FISCAL YEAR 2026–2027 BUDGET

ORDINANCE TO APPROPRIATE THE REMAINING SWANNANOA VALLEY MEDICAL CENTER AND ERNIE DEWICK ENDOWMENT FUND GRANT FUNDS
ORDINANCE NO. # O-26-28

WHEREAS, the Town of Black Mountain Recreation & Parks Department was awarded a grant from the Swannanoa Valley Medical Center and Ernie Dewick Endowment Fund in the amount of $20,000.00 during Fiscal Year 2025–2026; and

WHEREAS, $10,500.00 of the grant award was expended during Fiscal Year 2025–2026, leaving an unexpended balance of $9,500.00 as of June 30, 2026; and

WHEREAS, the remaining grant funds were not carried forward into the FY 2026–2027 budget and must be appropriated to allow the Recreation and Parks Department to continue use of the funds for the approved project; and

WHEREAS, it is necessary to amend the FY 2026–2027 Budget Ordinance to recognize and appropriate the remaining grant funds.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Black Mountain, North Carolina, that the Fiscal Year 2026–2027 Budget Ordinance is hereby amended as follows:

Account Number	Account Description	Increase	Decrease
100-0000-48900	Fund Balance Appropriation	$9,500.00	
100-4700-55029	Non-Governmental Grant Operating Expenses	$9,500.00	

BE IT FURTHER ORDAINED, that copies of this budget ordinance amendment will be furnished to the Town Clerk, Budget Officer and Finance Director, and that the Budget Officers and/or Finance Director are hereby authorized to make the necessary budgetary entries and amendments to implement this ordinance.

ADOPTED, this the 12th day of October, 2026.

****

8. PUBLIC HEARING

8.A. Public Hearing for Text Amendments to Chapter 6 Animals, Section 6-6 Public Nuisance, and Section 6-19 Civil Penalty to add language regarding bears.

Planning Senior Admin Jennifer Tipton and Planner & Zoning Administrator Russell Cate presented the proposed amendments to Sections 6-6 (Public Nuisance) and 6-19 (Civil Penalty) to align the Town's ordinances with BearWise® community standards and support efforts to reduce wildlife conflicts and protect public health, safety, property, and wildlife. The amendments clarify nuisance definitions, including the addition of a definition for "danger," and specify that feeding birds is not prohibited unless the activity

attracts wildlife and continues after an order to stop. The amendments also clarify notice procedures and add violations related to attracting wildlife to the existing civil penalty levels, including a Level I violation for continued bird feeding after an order to cease and a Level III violation for attracting animals that threaten public health, safety, and welfare. Staff and the Bear Wise advisory committee recommends the amendments to support the Town's goal of achieving BearWise® community status. Discussion ensued among Council members and staff.

Town Council Member Alice Berry made a motion to open the public hearing. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent. The time was 6:55 p.m.

- Charlotte McRaine, BearWise advisory committee member spoke about the proposed amendments asking the Council to please adopt these amendments as it's "something or nothing" stating the Council asked the committee to work to create amendments, to get started on standards to help with bear-related nuisances, which they did. She also spoke about the NC Wildlife Commission's recent rule on prohibiting bear feeding in Buncombe County, due to the large bear encounters that have occurred.
- Kiersten Hall, BearWise advisory committee member spoke about the emergency-level "with teeth" rule that the Wildlife Commission recently issued about feeding bears within Buncombe County. She stated these proposed amendments will at least get some guidelines onto the Town of Black Mountain's books on prohibiting bear feeding and spoke on the dire need for a statewide law on prohibiting bear feeding.
- John Richardson made comments on this item asking why the Council seemed more concerned about this topic and not working on solutions for the fire department.

With no further comments, ***Council Member Larry Harris made a motion to close the public hearing. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent. The time was 7:05 p.m.***

Other discussion ensued concerning the town utilizing Buncombe County's Animal Control and that their penalties would apply to violations when reported. Council Member Ryan Stone stated he would like to see the fee schedule from the county and what the penalties are. The consensus among the Council was to go ahead and approve the proposed amendments and revisit as necessary.

Council Member Larry Harris made a motion to approve the proposed text amendments to Ch. 6, Sec. 6-6 and Sec. 6-19 as presented and recommended. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

AN ORDINANCE TO AMEND CHAPTER 6, ANIMALS, SECTION 6-6, PUBLIC NUISANCE, AND SECTION 6-19, CIVIL PENALTY

ORDINANCE NO. #O-26-25

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Town Council on the 13th day of December 1993, and the Black Mountain Land Use Code was adopted by the Town Council on the 11th day of January 2010; and

NOW, THEREFORE, BE IT RESOLVED THAT Chapter 6, Animals, Section 6-6, Public Nuisance, and Section 6-19, Civil Penalty, be amended to the following:

Chapter 6 – Animals

Sec.6-6. Public nuisance.

The keeping of any animal in such manner or in such numbers as to constitute a public nuisance is hereby prohibited. For the purposes of this section, a public nuisance ~~shall~~ **will** include, but not be limited to, the following:

(1) Unsightly litter, foul or offensive odors of any animal which remains upon or emanate from the property of the owner of such animal.

(2) The keeping of any animal which frequently is at large.

(3) ~~The keeping, possession or harboring of any animal which is dangerous to persons or property.~~ **The keeping, possession, harboring, feeding, or attracting of animals, wild, feral or domesticated, which threaten the public health, safety and welfare of the community in a manner including, but not limited to, attracting the presence of bears or wild animals that creates a danger to human, wildlife, or domestic animals, or causes damage to other properties; provided, that nothing herein will be construed to prohibit keeping or maintaining a bird feeder, or from feeding birds, unless said activity constitutes an attractant and unless its cessation is ordered by the animal control officer or a law enforcement officer, pursuant to this chapter.**

a. For the purpose of this section, danger ~~shall~~ **will** mean the potential for human injury or death, the potential for increased risk of disease transmission between animal species and humans, or the increased potential for death or injury to the bears, livestock or companion animals.

(4) The keeping of a cage or pen constructed and used for the purpose of restraining animals within ten feet of the outer limits of the lot upon which the cage or pen is situated; provided, however, that this setback requirement ~~shall~~ **will** not be applicable where the placing of the cage or pens within the ten-foot area does not result in locating the cage or pen within 50 feet of the nearest household occupied by persons other than the owner or keeper of the cage or pen. This subsection ~~shall~~ **will** not apply to the fencing of all or a major portion of a lot.

(5) Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers, damaging gardens, flowers, or vegetables, or defecating upon the property of another.

(6) Maintaining animals in an unsanitary environment which results in offensive odors, or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease.

(7) Maintaining animals in such a manner and location that animal waste can accumulate and run off onto another's property or stream.

(8) Maintaining the owner's property in a manner that is offensive, annoying or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density or location of the animals on the property.

(9) Maintaining an animal that is diseased and dangerous to the public health through transmission of a zoonotic disease.

(10) Failing to confine a female dog or cat while in heat in a secure enclosure in such a manner that will prevent the animal from coming into contact with a male if its species or attract other animals; provided, however, that this section ~~shall~~ **will** not be construed to prohibit the intentional breeding of animals within a securely enclosed area on the premises of the owner of the animal which is being bred.

Sec. 6-19. Civil Penalty

(a) Except as otherwise provided herein, any person who violates any provision of this chapter ~~shall~~ **will** be subject to a civil penalty for each level of violation in accordance with subsection (c) of this section. Fines ~~shall~~ **will** be established by the county board of commissioners based on the nature of the violation and number of repeat offences. If the violation is continued, each day's violation ~~shall~~ **will** constate a separate offense. For the purposes of this section, repeat violations occur where the agency has issued a fine for the same offense within a 24-month period. Nothing in this section ~~shall~~ **will** prevent agency representatives from issuing warning violations.

(b) The animal owner or keeper ~~shall~~ **will** be issued a written notice of violation and penalty and ~~shall~~ **will** be required ~~to make payments to the animal shelter~~ **cease the violating condition and make payment** within ten days of receipt of notice. Notice of the civil penalty and violation ~~shall~~ **will** be delivered in person to the violator or mailed by certified mail, return-receipt requested, to the violator's last known address. If the applicable civil penalty is not paid within the period prescribed, a civil action may be commenced to recover the penalty and costs associated with the collection of the penalty.

(c) The severity of violations of the provisions of this chapter ~~shall~~ **will** be as follows:

(1) Violation of the following ~~shall~~ **will** constitute a level I violation:

a. Section 6-5(c)(1), "Animal bite."
b. Section 6-6(1), "Unsightly litter, foul or offensive odors."
c. Section 6-6(3), "Feeding birds in a manner that constitutes an attractant and that is taking place subsequent to an order by the animal control officer or a law enforcement officer to cease said activity."
~~c.~~ **d.** Section 6-6 (4), "Keeping a cage too close to the property line."
~~d.~~ **e.** Section 6-6(5), "Animal causing property damage."
~~e.~~ **f.** Section 6-6(6), "Maintaining animals in an unsanitary environment."
~~f.~~ **g.** Section 6-6(7), "Maintaining animal wastes."
~~g.~~ **h.** Section 6-11, "Failure to dispose of a dead animal."

~~h.~~ **i.** Section 6-15, "Animal at large."

(2) Violation of the following ~~shall~~ **will** constitute a level II violation:

a. Section 6-6(2), "Animal frequently at large."
b. Section 6-6(10), "Failure to confine a dog in heat."
c. Section 6-7(a), "Failure to provide care of an animal."
d. Section 6-7(e), (f), "Unsafe transport of animal."
e. Section 6-7(g), "Unsafe confinement of an animal in a vehicle."
f. Section 6-7(h), "Intentionally striking an animal with a motor vehicle."
g. Section 6-7(i), "Failure to report striking an animal with a motor vehicle."
h. Section 6-7(k), "Giving away an animal as an inducement/contest prize."
i. Section 6-7(l), "Bird sanctuaries."
j. Section 6-7(m), "Distribution of unweaned cats and dogs prohibited."
k. Section 6-7(n), "Distribution of underage fowl prohibited."
l. Section 6-7(o), "Dyeing of animals prohibited."
m. Section 6-14, "Prohibition against giveaways in public places."

(3) Violation of the following ~~shall~~ **will** constitute a level III violation:

a. Section 6-4(b), "Interference with an animal control officer."
b. Section 6-4(c), "Concealment of an animal."
c. Section 6-5(a), "Vaccination of dogs and cats required; vaccination of other pets."
d. Section 6-5(b), "Vaccination tag and other certification."
e. Section 6-6(3), "Keeping of a dangerous animal."
f. Section 6-6(3), "Attracting of animals which threaten the public health, safety and welfare."

~~f.~~ g. Section 6-6(8), "Maintaining property in an offensive, annoying or dangerous manner."
~~g.~~ **h.** Section 6-6(9), "Maintaining diseased animals."
~~h.~~ **i.** Section 6-7(b), "Cruelty to animals."
~~i.~~ **j.** Section 6-7(c), "Promoting animal cruelty."
~~j.~~ **k.** Section 6-7(d), "Abandoning an animal."
~~k.~~ **l.** Section 6-7(j), "Animal used for unnatural behavior."
~~l.~~ **m.** Section 6-10, "Keeping a wild animal."
~~m.~~ **n.** Section 6-12, "Unaltered animal permit required."
~~n.~~ **o.** Section 6-16(d), "Failure to comply with a dangerous dog order."

READ, APPROVED AND ADOPTED, by a vote of __4__ to __0__ on this the 12th day of October 2026.

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9. CITIZEN COMMENTS- ***None.***

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10. UNFINISHED BUSINESS

10.A. Continued Public Hearing to Amend Chapter 8, Land Development and Environmental Regulations, Section 8.2, The Phase II Stormwater Ordinance and Chapter 20, Environment, Article X, Illicit Discharge.

Stormwater Technician & Floodplain Administrator Anne Phillip presented to the Council and compared the current Town's stormwater ordinance to the state model ordinance and has proposed amendments that will make the ordinance easier to understand and follow and will be incorporated into the UDO (Unified Development Ordinance). Anne stated additional definitions have been added, and the illicit discharge section will move from the Environment Chapter of the Code of Ordinances, to the Phase II Stormwater Ordinance. The Planning Board reviewed the proposed amendments at their July 27th, 2026 meeting and recommended the proposed amendments be approved. Changes were made to the illicit discharge ordinance to add its own violation and remedies section. Anne provided a list of updates to the Council. **A copy of this is included as Appendix A at the end of these minutes.** Some discussion ensued about Section 6: Illicit Discharge, stating that this text was not included in last month's proposed amendments, and the Interim Town Manager suggested removal of this until Council would have more time to review it, and it could be brought back at a later date.

This public hearing was continued from the September 14, 2026 meeting, so the Mayor then called for any additional public comments. No other public comments were provided. Council Member Larry Harris made a motion to close the public hearing. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

Council Member Larry Harris made a motion to approve the proposed amendments as presented, and the proposed amendments are consistent with the comprehensive plan and are reasonable and in the public interest because they promote environmentally sensitive and sustainable practices, promote natural approaches to address stormwater, and promote the public health, safety and welfare of the town. A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.*

***Due to the size of this ordinance, it is included at the end of these minutes as Appendix B.**

****

10.B. Resolution Supporting Efforts to Pursue Funding for Town of Black Mountain Public Safety Facilities.

This resolution is intended to acknowledge ongoing efforts undertaken by the Town to investigate the condition of the Public Safety Building and the site around the facility, as well as express support of efforts to generate solutions to provide facilities supporting public safety service provision. Some discussion ensued among Council Members.

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

A RESOLUTION SUPPORTING EFFORTS TO RESTORE TOWN OF BLACK MOUNTAIN PUBLIC SAFETY FACILITIES
RESOLUTION NO. # R-26-92

WHEREAS, the Town of Black Mountain Public Safety Building at 106 Montreat Rd. experienced damage as a result of flooding and unstable bearing soils beneath the building foundation; and

WHEREAS, this damage has caused structural instability to the building resulting in the building's partial condemnation and the evacuation of the fire, police, and EMS staff from the facility; and

WHEREAS, Town staff have worked closely with North Carolina Emergency Management, who have graciously provided temporary facilities to accommodate fire and police departments for the short-term but these facilities are insufficient for the Town's long-term needs; and

WHEREAS, the Town's request for assistance to FEMA Public Assistance for the Public Safety Building was initially denied and that determination is currently under appeal; and

WHEREAS, the Town has received funding from the Office of State Budget Management to address these public safety needs; and
WHEREAS, the State of North Carolina has donated land located on North Fork Road for the express purpose of housing police and fire facilities and this land is properly zoned for this use; and

WHEREAS, the Town has received many reports regarding the condition of the Public Safety Building, with recent assessments showing more deterioration of the building and the site conditions; and

WHEREAS, these reports include the following:

- A 1985 Nilsson & Watts engineering report establishing a baseline for the building
- A 2011 ECS Carolinas soil boring report showing groundwater at 9-10 feet below the slab in the three boring locations and soil conditions which did "not appear to present an immediate threat to the structural integrity of the building; however, given time the subsurface conditions aggravated by flooding and high water table events will likely continue to cause additional distress to the structure"
- A 2012 Medlock report showing minor additional deterioration over a 27-year period compared with the 1985 Nilsson & Watts report
- A 2019 Medlock engineering report that shows no noticeable changes occurred in the structural instability between 2012 and 2019
- A post-Helene 2024 Medlock report indicating the failure of the stormwater pipe running under the Northeast corner of the building, with the pipe showing cracks and leaks
- A 2026 McGill & Associates report which included, among other findings, signs of separation on both the North and East walls, differential settlement in the slab near the North wall, and substantial horizontal cracking along the brick exterior on the North wall
- A 2026 ESP Associates soil boring report with three cores taken – the two lower-level slab cores showing standing groundwater at 0.8 feet and 1.0 feet below the top of the slab and the upper-level core showing standing groundwater at 9.0 feet below the slab. This report also

states in its conclusions that "based on the results of the exploratory hand auger borings [of which there were eight], the observed slab-on-grade and exterior veneer distress within the northeastern portion of the PSB [Public Safety Building] structure appears to be associated with variable near-surface low consistency fill soils and/or near surface water beneath portions of the building."

WHEREAS, the Town recognizes the need to maintain an active fire response facility in the downtown area while also recognizing a unique opportunity to utilize the North Fork location for police, EMS, and additional fire resources; and

WHEREAS, the Town has obtained a Preliminary Engineering Report, Site Plan, and Environmental Review which indicate that this is a feasible site for a combined public safety facility; and

WHEREAS, the Town, at the direction of North Carolina Emergency Management, has submitted a grant application to the Building Resilient Infrastructure and Communities (BRIC) program for the relocation of the combined public safety building to the North Fork Road location; and

WHEREAS, if awarded, the BRIC grant would cover the majority of construction costs for this facility.

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

1. The Town Council reiterates its support for efforts underway to explore avenues through which to adequately fund a public safety facility and its intention to accept funding through the BRIC program to build a public safety facility should the project be awarded funding.
2. The Town Council reiterates its support of Town staff exploring additional grant programs which could potentially fund the design and construction of a public safety facility.

Adopted this 12th day of October, 2026.

****

11. NEW BUSINESS

11.A. Resolution Authorizing the Temporary Closure and Use of Honeycutt Street for Temporary Fire and Police Facilities.

With the installation of the temporary facilities for Fire and Police on Honeycutt Street, the Council will need to adopt a resolution temporarily closing Honeycutt Street for a period of time. State Statutes give the Town the authority to close streets on a temporary basis.

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

RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE AND USE OF

DRAFT

HONEYCUTT STREET FOR TEMPORARY FIRE AND POLICE FACILITIES

RESOLUTION NO. # R-26-87

WHEREAS, the Town of Black Mountain ("Town") is responsible for providing essential municipal services, including fire protection, emergency response, law enforcement, and related public-safety services; and

WHEREAS, the Town requires temporary facilities to maintain and provide essential Fire and Police services during the period necessary to construct, repair, renovate, replace, or otherwise restore permanent municipal facilities; and

WHEREAS, the Town owns the property adjoining Honeycutt Street proposed for temporary use; and

WHEREAS, North Carolina General Statutes 160A-296 authorizes a municipality to exercise control over its public streets and expressly authorizes a municipality to close any street temporarily or permanently, subject to applicable law; and

WHEREAS, the Town Council has determined that the temporary closure and use of Honeycutt Street is necessary and appropriate to facilitate the continued operation of essential municipal Fire and Police services and to protect the health, safety, and welfare of the public; and

WHEREAS, the Town intends for the closure authorized by this Resolution to be temporary and does not intend by this action to permanently close, abandon, or discontinue Honeycutt Street as a public street; and

WHEREAS, the Town Council desires to establish the authority and conditions under which the temporary closure and use of Honeycutt Street shall occur.

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

Section 1. Temporary Closure Authorized. The Town Council hereby authorizes the temporary closure to vehicular and general public traffic on Honeycutt Street to accommodate the temporary municipal Fire and Police facilities.

Section 2. Temporary Use of Right-of-Way. The Town is authorized to use Honeycutt Street for the placement, installation, access, utility service, maintenance, and operation of temporary modular facilities and associated improvements necessary to provide municipal Police and Fire services.

Section 3. Temporary Nature of Closure. The closure authorized by the Resolution is intended to be temporary. Nothing in the Resolution shall constitute a permanent closing, abandonment, or discontinuance of Honeycutt Street. Upon completion of the need for the temporary facilities, the Town Manager shall take appropriate steps to reopen Honeycutt Street for public use, subject to any further action of the Town Council that may be required.

Section 4. Duration. The temporary closure shall remain in effect for the period reasonably necessary to accommodate the Town's temporary Fire and Police facilities and related operations. The Town Manager is authorized to establish the effective date of the closure and to administer the closure consistent with this Resolution. If circumstances require continuation of the temporary closure beyond the period originally anticipated by the Town, the Town Manager shall report the circumstances to the Town Council and may seek additional direction or authorization from the Council as appropriate.

Section 5. Traffic Control and Emergency Access. The Town Manager, Police Chief, Fire Chief and other appropriate Town officials are authorized to establish and implement appropriate barricades, signs, traffic control measures, emergency-access routes, and other measures necessary to protect public safety and maintain reasonable emergency access during the closure.

Section 6. Compliance With Applicable Requirements. The Town Manager is authorized and directed to coordinate with appropriate Town staff and governmental agencies to obtain any permits, approvals, inspections, utility authorizations, or other approvals that may be required by applicable Federal, State, or local law for the temporary facilities and their placement within the affected right-of-way.

Section 7. No Transfer of Ownership. Nothing in this Resolution shall be construed as conveying, abandoning, dedicating, or transferring any ownership interest in Honeycutt Street or the Town's right-of-way.

Section 8. Authority of Town Manager. The Town Manager is authorized to take all administrative actions reasonably necessary to implement this Resolution, including coordinating the placement and operation of the temporary facilities, establishing traffic control measures, coordinating utilities and site improvements, and communicating the temporary closure to the affected governmental agencies and the public.

Section 9. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED this 12th day of October 2026.

****

12. CLOSED SESSION - NCGS 143-318.11(A)(6) TO DISCUSS PERSONNEL-RELATED ITEMS.

The Town Council would now enter into closed session pursuant to N.C.G.S. § 143-318.11 (a)(6): To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Town Council Member Ryan Stone made a motion to enter into closed session pursuant to NCGS 143-318.11(a)(6). A vote of 4-0 in favor. Vice Mayor Archie Pertiller was absent.

The time was 7:35 pm. Town Council returned from closed session at 7:53 pm.

****

13. ADJOURNMENT

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

_____
C. Michael Sobol, Mayor

Attest: _____
Town Clerk

DRAFT

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Laurel Mabery, Accountant	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Finance
TITLE OF ITEM:	Monthly Tax Collector Report		

SUGGESTED MOTION(S):
Approve the tax collection report as presented.

SUMMARY:

Monthly Tax Collector Report

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. Monthly Council Report - September 2026

TOWN OF BLACK MOUNTAIN TAX COLLECTOR'S REPORT

TO: Black Mountain Board of Commissioners

FROM: Laurel Mabery, Municipal Tax Collector

DATE: Monday, November 9, 2026

SUBJECT: September 2026 Tax Collector Report

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

CURRENT YEAR TAX -ADVALOREM TAXES

Billed	$	6,301,232.92
Collected	$	670,995.64
Adjustments and Releases	$	3,065.34
Outstanding real and personal property taxes	**$**	**5,633,302.62**

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 10.64%

PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected	$	1,368.13

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

Ad Valorem	$ 4,322.73
Motor Vehicle	$ 237.43

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: James Bingham, Deputy Fire Chief **MEETING DATE:** November 9, 2026

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

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

SUGGESTED MOTION(S):
Motion to approve the budget amendment resolution as presented.

SUMMARY:

The Black Mountain Fire Department has received insurance recovery proceeds totaling $3678.11 for the 2018 KME Engine. The proceeds are recommended to be moved to the R&M Vehicles line item and the FY26-27 budget should be amended to recognize and appropriate the funds.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendment Resolution - Insurance Recovery Proceeds

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

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

RESOLUTION NO. R-XX-XX

WHEREAS, the Black Mountain Fire Department has received insurance recovery proceeds totaling $3678.11 for the following items:

- 2018 KME Engine

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

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

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

Section 1. Budget Amendments

The following accounts are hereby amended as follows:

Account Number	Account Description	Increase	Decrease
200-0000-48010	Insurance Recovery Proceeds	-	$3678.11
200-4520-52316	R&M - Vehicle	$3678.11	-

Section 2. Effective Date

This resolution shall become effective upon adoption.

Adopted this the 9th day of November 2026.

_____
C. Michael Sobol, Mayor

_____
Wesley M. Barker, Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: James Bingham, Deputy Fire Chief **MEETING DATE:** November 9, 2026

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

TITLE OF ITEM: Resolution to Amend the FY26-27 Budget for FD Reimbursements

SUGGESTED MOTION(S):
Motion to approve the budget amendment resolution as presented.

SUMMARY:

The Black Mountain Fire Department has received reimbursements for teaching at AB-Tech totaling $1775.00. These reimbursements are recommended to be moved to the Employee Continuing Education and Training line item, and the FY26-27 budget should be amended to recognize and appropriate the funds.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendment Resolution - FD Reimbursements

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

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

RESOLUTION NO. R-XX-XX

WHEREAS, the Black Mountain Fire Department has received recovery proceeds totaling $2262.50 for the following items:

- Reimbursement - $975.00
- Reimbursement - $200.00
- Reimbursement - $487.50
- Reimbursement - $487.50
- Reimbursement - $112.50

WHEREAS, the proceeds received are recommended to be moved to the Employee Continuing Education & Training line item; and

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

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

Section 1. Budget Amendments

The following accounts are hereby amended as follows:

Account Number	Account Description	Increase	Decrease
200-0000-48010	Insurance Recovery Proceeds	-	$2262.50
200-4520-51511	Employee Continuing Education and Training	$2262.50	-

Section 2. Effective Date

This resolution shall become effective upon adoption.

Adopted this the 9th day of November 2026.

_____
C. Michael Sobol, Mayor

_____
Jennifer Tipton, Interim Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Chris Kuhn, Deputy Police Chief, Steve Parker, Police Chief	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Finance
TITLE OF ITEM:	Resolution to Amend the FY26-27 Budget for PD Insurance Recovery Proceeds		

SUGGESTED MOTION(S):
Motion to approve the budget amendment resolution as presented.

SUMMARY:

The Black Mountain Police Department has received $1285.00 in insurance recovery proceeds for the towing and storage costs of the Ford Edge. The proceeds are recommended to be moved to the R&M Vehicles line item and the FY26-27 budget should be amended to recognize and appropriate the funds.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendment Resolution - Insurance Recovery Proceeds (PD) - 11.09.2026

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

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

RESOLUTION NO. R-XX-XX

WHEREAS, the Black Mountain Police Department has received recovery proceeds totaling $1285.00 for the following item:

- Ford Edge – Towing and Storage

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

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

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

Section 1. Budget Amendments

The following accounts are hereby amended as follows:

Account Number	Account Description	Increase	Decrease
100-0000-48010	Insurance Recovery Proceeds	-	$1285.00
100-4510-52316	R&M Vehicles	$1285.00	-

Section 2. Effective Date

This resolution shall become effective upon adoption.

Adopted this the 9th day of November 2026.

_____
C. Michael Sobol, Mayor

_____
Jennifer Tipton, Interim Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Matt Begley, Recovery & Capital Programs Director	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Grant Agreement with Buncombe County Tourism and Development Authority for the Black Mountain Golf Course Restoration & Enhancement Project		

SUGGESTED MOTION(S):
Motion to approve the resolution and capital project ordinance as presented.

SUMMARY:

Town Council will consider a resolution to approve the grant agreement with the Buncombe County Tourism Development Authority (TDA) for the Black Mountain Golf Course Restoration & Enhancement Project. The Buncombe County TDA is providing this funding through the Legacy Investment from Tourism (LIFT) program in the amount of $1,229,982. This program is a 50% cost share program, with the Town's share covered through state grant funding for the golf maintenance building and through funding amounts which have contributed to improvements already completed.
Also included in this item are the budget amendment and capital project ordinance set up to recognize funds from the LIFT program and the matching funds. The Capital Project Ordinance allows these allocations to be preserved across changes in fiscal years so they are reserved until the grant scope and contract are fulfilled.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. O-26-XX Golf Course Improvement Capital Project Ordinance (11-9-26)

2. R-26-XX Resolution to Authorize the Grant Agreement with the Buncombe County TDA for the Black Mountain Golf Course Restoration & Enhancement Project
3. 2026 LIFT Fund Grant Agreement - Black Mountain Golf Course DRAFT

Town of Black Mountain
Golf Course Restoration & Enhancement Project
Capital Project Fund Ordinance
Ordinance No: O-26-XX

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

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

Section 2: Project Authorization
The project authorized is for the purpose of constructing a replacement Golf Maintenance facility and other grant funded projects intended to improve the Black Mountain Golf Course contained within grants from the following programs awarded for capital projects on the Black Mountain Golf Course:

- Legacy Investment from Tourism Grant Program
- Helene Local Government Capital Grant Program

Section 3: Funding
The project is funded in part by grant funding received from a $1,229,982 award from the Buncombe County Tourism and Development Authority for the Black Mountain Golf Course Restoration & Enhancement Project. This program requires a 50% match from other sources, which includes $1,000,000 grant received from the State Office of Budget and Management through the Helene Local Government Capital Program for the Golf Maintenance Building, a $20,000 anticipated donation from the Friends of the Black Mountain Golf Course, and $209,982 covered by projected capital spending from the Town and the value of completed FEMA funded irrigation system repairs.

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

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

Budgeted Revenues	
Revenue Type	***Anticipated Revenues***
LIFT Grant Award	$1,229,982.00
Helene Local Government Capital Program	$1,000,000.00
Friends of the Black Mountain Golf Course (Anticipated Donation)	$20,000.00
FEMA Completed Irrigation Work & Projected Capital Expenditures	$209,982.00
Total Revenue	**$2,259,964.00**

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

Budgeted Expenditures	
Expenditure Type	***Anticipated Expenditures***
Golf Maintenance Building	$1,886,488.00
Other Capital Repairs & Improvements	$573,476.00
Total Expenditure	**$2,259,964.00**

Section 7. Records and Reporting
The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 8. Authority to Manage Accounts
The Town Manager and/or the Finance Director has the authority to transfer funds; both expenditures and revenues, between the accounts contained within the capital project as may be necessary, provided however that the total expenditures equal the total revenues and that expenditures may not exceed the project total without an amended ordinance from council.

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

Section 10. Budget Inclusion
Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year. However, per G.S. 159-13.2 information on project ordinances will be included in the annual budget. Each year the finance officer shall include within the budget information in such detail as he or the governing board may require concerning each grant project or capital project. This information will be detailed for any new project funds expected to be authorized

by project ordinance during the budget year and include information on projects authorized by previously adopted project ordinances which have remaining appropriations available for expenditure during the budget year.

Section 11. Project Expiration
This project ordinance expires when the project has been completed and all of the Project Funds have been obligated and expended by the Town OR by the date set forth within the grant funding contract, if applicable, whichever comes first.

Duly adopted this 9th day of November 2026.

_____
C. Michael Sobol
Mayor

ATTEST:

_____
Jennifer Tipton
Interim Town Clerk

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

A RESOLUTION TO AUTHORIZE THE GRANT AGREEMENT WITH THE BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY (TDA) FOR THE BLACK MOUNTAIN GOLF COURSE RESTORATION & ENHANCEMENT PROJECT AND THE BUDGET AMENDMENT FOR THE GOLF COURSE RESTORATION & ENHANCEMENT PROJECT

Resolution No. R-26-XX

WHEREAS, the Town Council authorized Town staff to apply for the Buncombe County Tourism Development Authority (TDA) Legacy Investment from Tourism (LIFT) grant program to help fund improvements on the course and meet unmet funding needs for replacing the golf maintenance building; and

WHEREAS, the Town has been awarded $1,229,982 for a 50% cost share on various infrastructure projects related to the Black Mountain Golf Course; and

WHEREAS, the Town's portion of this share is covered by completed and planned capital improvements, a $1,000,000 grant through the Office of State Budget and Management Helene Local Government Capital Program, and an anticipated donation of $20,000 from the Friends of the Black Mountain Golf Course; and

WHEREAS, the LIFT grant award, along with the matching 50% funding sources, will fully fund the anticipated cost of the replacement golf maintenance building; and

WHEREAS, the Town has received the grant contract from the Buncombe County TDA; and

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

WHEREAS, these funds will be managed within the Capital Project Ordinance set up for this project, entitled the Golf Course Restoration & Enhancement Project;

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

1. The Interim Town Manager is authorized to execute the attached agreement with the Buncombe County TDA to fund the Black Mountain Golf Course Restoration & Enhancement Project.
2. The Interim Town Manager, and/or a designee(s) thereof, is authorized to execute and file any other documents required to supplement this agreement with the Buncombe County TDA.
3. The Interim Town Manager, and/or a designee(s) thereof, is authorized to recognize the listed grant funds, donations, and Town contributions in the Golf Course Restoration & Enhancement Project capital project when they are received.

This Resolution shall take effect immediately upon its adoption.

ADOPTED this the 9th day of November 2026.

_____

C. Michael Sobol, Mayor

Attest:

_____

Jennifer Tipton, Interim Town Clerk

GRANT AGREEMENT

This GRANT AGREEMENT (the "Grant Agreement") is entered into as of _____ (the "Effective Date") between the Buncombe County Tourism Development Authority, a public authority ("Grantor") and **Town of Black Mountain,** a North Carolina municipal corporation ("Grantee"). Each of the Grantor and the Grantee is a "Party" and collectively they are the "Parties".

WHEREAS, pursuant to the North Carolina Session Law 2015-128, the Grantor created a Legacy Investment from Tourism Fund ("LIFT Fund") for the purpose of providing financial assistance for tourism-related projects in order to increase patronage of lodging facilities, meeting facilities, and convention facilities in Buncombe County and that also benefit the community at large; and,

WHEREAS, the Grantee has submitted the application attached hereto and incorporated herein as Exhibit B (the "Application") to the Grantor requesting partial funding for the Project (as defined below); and,

WHEREAS, the Grantor has found that the Project is expected to increase patronage of lodging facilities, meeting facilities, and convention facilities in Buncombe County and also benefit the community at large and has voted to partially fund the Project as described in and subject to the terms and conditions of this Grant Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties covenant and agree as follows:

ARTICLE I

THE GRANT

1.01 The Project. The Project is the **Black Mountain Golf Course Restoration & Enhancement Project** and as further set forth in the Project Scope & Budget attached hereto as Exhibit A. The Project is located at an approximately 97.58-acre parcel with the address of 1 Ross Drive, Black Mountain, NC, 28711 and the tax PIN of 0700901165 (the "Project Property").

1.02 The Grant. Subject to the terms and conditions set forth herein, the Grantor agrees to make a grant to Grantee in the amount of the lesser of: (i) **one million two hundred twenty-nine thousand nine hundred eighty-two dollars** (**$1,229,982**) and (ii) one half of the actual Project Costs to partially fund the Project (the "Grant"). The Grant will be disbursed as described below. The Grant may only be used as set forth in Exhibit A. Notwithstanding anything herein to the contrary, the Grantee agrees and acknowledges that all of the Grantor's obligations under this Grant Agreement, including its obligation to disburse the Grant, are contingent upon the distribution to Grantor from Buncombe County of sufficient funds to allow the Grantor to make the Grant.

1.03 Disbursements. The Grant will be disbursed as follows:

(a) The Grant will be disbursed in 3 equal disbursements based on the percentage of Grant spent as set forth in Exhibit A. Each disbursement shall be a reimbursement based upon expenses actually expended and is limited to the amount set forth in Exhibit A.

(b) To request a disbursement in accordance with Exhibit A, Grantee must submit a disbursement report ("Disbursement Report"). Each Disbursement Report must contain the following, if not previously provided:

(i) Copies of any fully signed contracts related to the scope of the project as outlined in Exhibit A (Contracts), and any amendments to the Contracts or change orders;

(ii) If project consists of construction, copies of the fully signed contract for construction of the Project, (the "Construction Contract"), which Construction Contract must be entered into with a properly licensed general contractor (the "Contractor"), and must specify a maximum price for the Project and require performance and payment bonds for the Project in the event the maximum price is equal to or exceeds One Million Dollars, and include project budget, timeline, and any amendments to the Construction Contract or material change orders;

(iii) Copies of any professional design plans and specifications applicable to the Project (the "Plans and Specifications"), and any material changes to the Plans and Specifications;

(iv) Copies of all pay applications, invoices, cancelled checks, receipts and other audit worthy documentation to demonstrate that the funds have been expended to warrant the reimbursement sought;

(v) Copies of evidence of other funds needed to complete the Project including account statements that show available cash in a separate checking account, cancelled checks from funders, commitment letters from granting organizations, and evidence of any other funds to be used for the Project (the "Other Funds Documents"), and any material changes or additions to the Other Funds Documents;

(vi) Copies of any signed commitment letter or closing statement from any lending institutions and any deeds of trust, uniform commercial code financing statements or other instruments or liens encumbering the Grantee, the Project, the Project Property or any property of the Grantee related to the Project (collectively, the "Loan Documents"), and any material changes or additions to the Loan Documents;

(vii) Copies of Grantee's most recent annual financial statements and unaudited interim financial statements for the then-current year to date, each of which should be certified by an officer of the Grantee (the "Grantee's Financials");

(viii) Copies of all permits required for the Project (the "Permits") as of the appropriate milestone set forth in the Project Budget; and

(ix) A certification (the "Certification") from the Grantee of the

following as of the date the Disbursement Report: (A) the milestone set forth in the Project Budget is completed to allow for the disbursement sought; (B) that the representations and warranties of the Grantee contained in this Grant Agreement are true and correct in all material respects; (C) that there is no Default or Event of Default under this Grant Agreement; and, (D) if requested in advance by Grantor, evidence of remaining funds needed to complete the Project.

(x) The Grantor reserves the right to require reasonable additional information in its sole discretion as a condition to any disbursement.

(c) As a condition to making the final disbursement, the Grantor must approve (in its sole discretion) that the Project is fully complete, with no warranty or punch list items to be resolved; if applicable, the Grantor must have received a certificate of occupancy for the Project issued by the governmental authority having jurisdiction over the Project and, if applicable the Project must be open to the public.

(d) Each disbursement is conditioned upon receipt by Grantor of a complete Disbursement Report with all required information and approval by Grantor (in the Grantor's sole discretion) of the information in the Disbursement Report. The Grantor may, in its sole discretion, determine any expense for which Grantee is seeking reimbursement to be a disallowable expense in accordance with the Project Budget and the requirements of this Grant Agreement.

(e) **If all conditions described in this Grant Agreement are met, the Grantor will disburse to Grantee on or before forty-five days after its receipt of each complete Disbursement Report the amount requested consistent with the provided appropriate documentation and the Project Budget.**

1.04 Term. The term of this Grant Agreement will commence on the Effective Date and continue for the longer of four years after the Completion Date (as noted in the applicable Annual Report and approved by the Grantor) or ten years, unless terminated earlier according to the terms of this Grant Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Grantor each of the following listed below. Grantee acknowledges and agrees that at any time during the Term, Grantor may request documentation from Grantee sufficient to demonstrate Grantee's compliance with these representations and warranties.

2.01 Existence, Qualification and Power. The Grantee (a) is duly organized, validly existing and in good standing under the laws of its state of formation, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to own its assets, carry on its business and execute, deliver and perform its obligations under this Grant Agreement, and (c) is not a for-profit entity.

2.02 Authorization; No Contravention. The execution, delivery and performance by the Grantee of this Grant Agreement, has been duly authorized by all necessary action, and does not (a) contravene the terms of the Grantee's organizational documents; (b) conflict with or result in any breach or contravention of, or the creation of any lien under any contract to which the Grantee is a party, including any lease or other agreement related to the Project Property, or any order, injunction, writ or decree of any governmental authority or any arbitral award to which the Grantee is subject; (c) violate any law in any material respect; or (d) result in any limitations on any licenses, permits or other approvals applicable to the business, operations or properties of the Grantee.

2.03 Binding Effect. This Grant Agreement has been duly executed and delivered by the Grantee. This Grant Agreement constitutes a legal, valid and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy law or by equitable principles relating to enforceability.

2.04 The Project. The Project is located at the Project Property in Buncombe County, North Carolina and is expected to increase patronage of lodging facilities, meeting facilities, and convention facilities in Buncombe County and also benefit the community at large. Grantee is the fee simple owner of the Project Property, has a valid leasehold interest in the Project Property, or otherwise has the right to possess the Project Property and to conduct or construct the Project on the Project Property. No third-party consents, including but not limited to the consent of any landlord or other landowner, are required to be obtained by Grantee to commence or complete the Project. Where applicable, the Grantee has provided or will provide simultaneously herewith a Landlord's affidavit acknowledging the Landlord's awareness and consent to the Project and that the Landlord plans to remain the owner of the Project Property and continue to rent to the Grantee for at least ten years.

2.05 Disclosure. Neither the Application, nor any accompanying or additional information or materials submitted to the Grantor relating to the Project, including the representations and warranties in this Grant Agreement, contain any material misstatement of fact or omit to state any material fact regarding the Grantee or the Project.

2.06 No Material Adverse Change. Since the date of the Application, there have been no material adverse changes to the Grantee or the Project.

ARTICLE III

AFFIRMATIVE COVENANTS

Beginning from Effective Date to four years after the Completion Date (as noted in the applicable Annual Report and approved by the Grantor) of this Grant Agreement, the Grantee must:

3.01 Annual Reports. Deliver Annual Reports to the Grantor via the Grantor's report portal. The Annual Reports may require any of the following information, as well

as any other information the Grantor deems relevant:

(a) Affirmation that the representations and warranties of the Grantee contained in this Grant Agreement are true and correct in all material respects and that there is no Default or Event of Default under this Grant Agreement;

(b) The expected or, if the Project has been commenced, actual Commencement Date; the expected or, if the Project has been completed, actual Completion Date; and/or the progress the Project has made toward the next milestone in the Project Budget;

(c) Documentation necessary to support the Project's progress reported, including but not limited to project photos or videos;

(d) Grantor reserves the right to request audited financial statements from Grantee at any time;

(e) After the Completion Date, information on resident and out-of-market visitation to the Project, any room nights Grantee is aware have been generated as a result of the Project, and relevant Project employment information; and

(f) Proof of compliance with the Recognition of Grantor required herein.

3.02 Notices. Promptly (and in any event within two business days) notify the Grantor in writing via the methods described in Section 6.09 or as otherwise required by Grantor of: (a) the occurrence of any Default or Event of Default; (b) any litigation, lien, demand, claim, notice, investigation or proceeding threatened against or affecting the Grantee and the Project; (c) any loss, damage or destruction related to the Project that may adversely affect the Project as represented by any and all terms of the Grant Agreement; (d) any breach of any contract related to the Project, including the Construction Contract; or (e) anything that could reasonably be expected to have a material adverse effect on the Project or the Grantee's ability to complete the Project. Each such notice must specify any portions of this Grant Agreement which have been breached and must set forth details of the reason for giving the notice and state what action the Grantee has taken and proposes to take with respect thereto.

3.03 Maintenance of Project. Maintain, preserve and protect the Project and obtain building risk insurance.

3.04 Compliance with Laws, Etc. Comply with the requirements of all laws and obtain and maintain in good standing all required licenses, permits, authorizations and approvals of each governmental authority necessary to the conduct of its business or the Project.

3.05 Books and Records. Maintain and cause any contractors to maintain proper books of record and account, in which full, true and correct entries consistently applied must be made of all financial transactions and matters involving the Project.

3.06 Inspection Rights. Permit representatives and independent contractors of the Grantor to visit and inspect the Project and to discuss the Project and the Grantee's business with the Grantee's directors and officers, all at such reasonable times during normal business hours, upon reasonable advance notice; provided, however, that when a Default or an Event of Default exists the Grantor (or any of its representatives or independent contractors) may do any of the foregoing at any time during normal business hours and without advance notice.

3.07 Use of Grant. Use the Grant disbursements only as set forth in Exhibit A.

3.08 Commencement and Completion of Project. Cause the Commencement Date to be on or prior to the Commencement Date and cause the Completion Date to be on or prior to the Completion Date.

3.09 Recognition of Grantor. Recognize the Grant made by Grantor by:

(a) From the Effective Date, providing Grantor with pre-approval rights for all written media regarding the Project, including not limited to, all press releases and fundraising materials;

(b) From the Effective Date, acknowledging the Grantor when announcing sponsors or donors of the Project and in printed or on-site donor lists, fundraising materials and press releases, including but not limited to, inviting Grantor to participate in all events associated with the Project, such as, without limitation, the groundbreaking, ribbon cutting and other related ceremonies, and mentioning Grantor as an investor in the Project in all media interviews regarding the Project;

(c) Promptly issuing at least two press releases, which must be approved by the Grantor in advance, at any two of the following milestones as agreed upon by the Grantor: (1) Effective Date of this Agreement, announcing the Grant; (2) Commencement Date of the Project; or (3) Completion Date or Grand Opening. Releases must share the details of the Project and acknowledge the Buncombe County Tourism Development Authority as having made the Grant, and be distributed to media channels and across the Grantee's social media channels;

(d) From the Effective Date, including a reciprocal link to www.ExploreAsheville.com and visitor-oriented language (approved in advance by Grantor) on any websites for the Grantee and/or the Project;

(e) Within ninety (90) days of the Completion Date, creating permanent signage on the Project Property, which must be pre-approved by Grantor, that recognizes the tourism and lodging community and the Buncombe County Tourism Development Authority for the Grant, which Grantor shall maintain the right to update and/or change at Grantor's expense;

(f) Promoting the Grantor's digital marketing assets including ExploreAsheville.com or Explore Asheville's social media accounts (@visitasheville)

during all social media mentions of the Project in the ninety (90) days following the Completion Date, and providing Grantor-supplied Official Asheville Travel Guides to guests of the Project; and,

(g) For the two years after the Effective Date, if requested by Grantor, participating in forums regarding Grantor's grant process, mentoring applicants for similar grants, or providing information for promotional material regarding Grantor's grant programs.

3.10 Projected Room Nights. Use its best efforts to cause actual room nights in Buncombe County to increase to meet projected room night goals, but if after any Annual Report is submitted, the actual room nights fail to meet projected room nights, if requested by the Grantor, the Grantee agrees to, at its sole cost:

(a) Complete a marketing audit to assess current marketing activities, media plans, marketing communications, visitor data, and visitor data collection methodology; and,

(b) Upon completion of the audit, establish a strategic plan for improving marketing activities to achieve projected room night goals.

3.11 Sourcing of Group Rooms. Source in-bound groups requiring 10 rooms or more per night for meetings/conventions/events through the Explore Asheville Sales Department.

ARTICLE IV

NEGATIVE COVENANTS

During the Term of this Grant Agreement, Grantee will not:

4.01 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another entity; dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) or all or substantially all of the assets related to the Project; materially change ownership or management; or become a for-profit entity.

4.02 Change in Nature of Business. Engage in any material line of business substantially different from those lines of business conducted by the Grantee on the Effective Date.

4.03 Change in Project. Alter, change, modify, add to or decrease the Project or its scope in any material way without the prior written consent of the Grantor and execution of an amended Exhibit A.

4.04 Defaults. Breach or default or take any action that could lead to a breach or default or termination of this Grant Agreement, any lease or other agreement related to the Project Property, any agreements to be submitted in a Disbursement Report or any other

agreements related to the Project.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.01 Events of Default. The occurrence of any of the following constitutes an Event of Default:

(a) Grantee breaches or fails to perform or observe any covenant or agreement contained in this Grant Agreement;

(b) Grantee institutes or consents to the institution of any proceeding under any bankruptcy or insolvency laws, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Grantee;

(c) Grantor reasonably determines in its sole and exclusive judgment: (i) it is unlikely that the Project can be completed or it is unlikely that the Project can be completed without undue delay; (ii) the Project will not be completed in accordance with the description of the Project in Exhibit A; (iii) the Project will not increase patronage of lodging facilities, meeting facilities, and convention facilities in Buncombe County and also benefit the community at large; or (iv) the Project has experienced, or is reasonably likely to experience, an event that will have a material adverse effect on the Project or the Grantee's ability to complete the Project;

(d) Any actual or threatened litigation, liens, demands, claims, notices, investigations or proceedings against or affecting the Grantee or the Project; or

(e) Any loss, damage or destruction related to the Project that may adversely affect the Project as represented by any and all terms of the Grant Agreement.

5.02 Remedies Upon Event of Default. If any Event of Default occurs, the Grantor may, but shall not be required to, take any one or more of the following actions:

(a) Terminate this Grant Agreement;

(b) If all or any portion of the Grant Amount has not yet been disbursed, delay all remaining disbursements of the Grant Amount and require the Grantee to present a Project update to the Grantor during its next funding cycle and/or cancel the remaining disbursements and terminate this Grant Agreement;

(c) If any portion of the Grant Amount has been disbursed, require the Grantee to repay a portion or all of the prior disbursements within thirty (30) days of the Event of Default and terminate this Grant Agreement; and/or

(d) Exercise on behalf of itself all rights and remedies available to it under this Grant Agreement and applicable law; provided, however, that notwithstanding anything herein to the contrary, upon the occurrence of an actual or deemed entry of an order for relief with respect to the Grantee under the Bankruptcy Code of the United States, the obligation of the Grantor to make any remaining disbursements will automatically terminate, without further act of the Grantor.

5.03 Termination. At the end of the Term of this Grant Agreement the Grantor may require the Grantee to provide to the Grantor copies of all of its records regarding the Grant and the Project.

ARTICLE VI

MISCELLANEOUS

6.01 Open Meetings and Public Records. The Grantee acknowledges and agrees that the Grantor is subject to the requirements regarding "public records" under all applicable statutes, regulations and other laws. All information disclosed to the Grantor which is a public record may be disclosed by the Grantor if requested. **GRANTOR IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE RELEASE OF OR USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH GRANTOR.**

6.02 Attorney Costs, Expenses and Taxes. Each of Grantor and Grantee will remain liable for and pay its own fees and expenses, including legal, accounting, taxes, and any other fees, incurred in connection with the Project and this Grant Agreement. In the event of any dispute regarding this Grant Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and other costs incurred, in addition to any relief to which such Party may be entitled.

6.03 Nonliability of Grantor. The relationship between the Grantee and the Grantor is solely that of grantor and grantee. The Grantor does not have any fiduciary relationship with or duty to the Grantee arising out of or in connection with this Grant Agreement. The Grantor does not undertake any responsibility to the Grantee to review or inform the Grantee of any matter in connection with Project. The Grantee agrees that the Grantor will not be liable to the Grantee for any liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements (including attorneys' fees and other reasonable costs) of any kind or nature whatsoever suffered by the Grantee in connection with, arising out of, or in any way related to this Grant Agreement or the Project, or any act, omission or event occurring in connection therewith.

6.04 Indemnification by the Grantee. The Grantee agrees to indemnify and hold harmless the Grantor and its affiliates, directors, officers, employees, counsel, trustees, advisors, and agents from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including attorneys' fees and other reasonable costs) of any kind or nature

whatsoever which may at any time be imposed on, incurred by or asserted against any such indemnitee in any way relating to or arising out of or in connection with this Grant Agreement or the Project.

6.05 Integration; Counterparts; Amendment; Waiver; Severability. This Grant Agreement, including the recitals, and attached Exhibits, comprises the complete and integrated agreement of the Parties on the subject matter hereof and supersedes all prior agreements, written or oral, on such subject matter. This Grant Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No amendment, consent or waiver of any provision of this Grant Agreement, and no consent to any departure by the Grantee therefrom, will be effective unless in writing signed by the Grantor and the Grantee, and any such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No failure by the Grantor to exercise, and no delay by the Grantor in exercising, any right, remedy, power or privilege hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any provision of this Grant Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Grant Agreement will not be affected or impaired.

6.06 Survival of Representations and Warranties. All representations and warranties made hereunder will survive the execution and delivery of this Grant Agreement.

6.07 Governing Law; Venue. This Grant Agreement will be governed by and construed in accordance with the substantive laws of North Carolina without regard to its conflict of law's provisions. Any legal action, suit or proceeding brought by either Party arising out of this Grant Agreement must be brought in a state or federal court in the County of Buncombe, North Carolina, which will be the sole and exclusive venue for any such action, suit or proceeding.

6.08 Successors and Assigns; No Third-Party Rights. The provisions of this Grant Agreement are binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that the Grantee may not assign or otherwise transfer the Grant or any of its rights, benefits or obligations hereunder. Nothing herein is intended or may be construed to confer upon or give any person other than the Grantor and the Grantee or their permitted successors and assigns, any legal or equitable rights, remedies or claims under or by reason of this Grant Agreement.

6.09 Notices and Other Communications; Consents. All notices and other communications provided for or required by this Grant Agreement must be in writing and must be sent via email (preferred), a nationally recognized delivery service such as FedEx or UPS, or hand delivered to the applicable address:

if to the Grantor: LIFT Administrator
Buncombe County Tourism Development Authority

27 College Place, Suite 200
Asheville, NC 28801
grants@exploreasheville.com

if to the Grantee: Brent Miller
Golf Operations Manager
Town of Black Mountain
Black Mountain Golf Course
160 Midland Ave, Black Mountain, NC 28711
brent.miller@tobm.org

All such notices, reports, and other communications will be deemed to be given or made upon receipt by the relevant Party. Grantor may withhold any requested consent in its sole discretion.

6.10 Further Cooperation. At the request of Grantor, Grantee agrees to cooperate fully, to promptly execute any and all supplementary documents, and to promptly take all additional actions that may be necessary to give full force and effect to the terms of this Grant Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be duly executed as of the Effective Date.

GRANTOR: BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY

By: _____
Name: HP Patel
Title: Chair of BCTDA Board

GRANTEE: TOWN OF BLACK MOUNTAIN, BLACK MOUNTAIN GOLF COURSE

By: _____
Name: Richard Hicks
Title: Interim Town Manager

EXHIBIT A

PROJECT SCOPE & BUDGET

The Town of Black Mountain owns and operates the Black Mountain Golf Course, a historic 18-hole municipal golf course located at 1 Ross Drive in Black Mountain. Established in 1929 with a front nine designed by renowned golf course architect Donald Ross, the course is also home to the 747-yard par-6 17th hole, one of the longest golf holes in the United States. At full 18-hole operation, the course has historically supported 22,000–29,000 rounds annually, with an estimated 60% of play from visitors residing outside Buncombe County and contributes an estimated $1.3 million or more in annual local economic impact.

PROJECT SCOPE

Phase 1 and Phase 2 restoration improvements to the Black Mountain Golf Course including:

Phase 1 (Year 1)

- Maintenance operations building replacement
  - Relocation from the no-rise floodway zone to an elevated site to prevent future flood damage
  - Modernization to current OSHA regulations and chemical storage requirements
- Cart path repairs
  - Replacement of approximately 50% of the course's 3.2 miles of cart path, prioritizing areas of greatest need
- Irrigation improvements
  - Replacement of the front nine booster pump to improve coverage for holes 6, 7, 8 and 9
  - Replacement of approximately 40 irrigation heads
- Front nine tee complex expansion and repair
  - Expansion of select tees and resodding of all front nine tees
  - Relocation or addition of irrigation heads for improved coverage
- Native grass/wildflower area conversion of approximately 2–3 acres
- Front nine fairway reset, including spray-out of unwanted turf and slit seeding with a rye/fescue blend

Phase 2 (Year 2)

- Rebuild of the 9th green
  - Conversion from a clay push-up green to a PGA-specification, sand-based green with proper drainage
  - Irrigation improvements around the green to ensure proper coverage
- Cart path repairs
  - Replacement of an additional 25% of cart paths, bringing total replacement to 75%

- Native grass area conversion of an additional 2 acres
- Irrigation improvements
    - Restoration of the back nine booster pump

PROJECT TIMELINE

- February 2027: Construction begins on the new maintenance operations facility (the first day of construction to be the "Commencement Date")
- Summer 2027: Maintenance operations facility complete
- Fall 2027: Phase 1 and Phase 2 improvements complete (the "Completion Date")

PROJECT BUDGET

Expense	**Amount**
Phase 1 (Year 1)	
Maintenance Operations Building	$1,886,488
Cart Path Repairs (50%)	$100,000
Irrigation Booster Pump – Front 9	$27,118
Irrigation Heads (40)	$20,200
Front 9 Tees	$100,000
Native Grass Conversion	$26,158
Front 9 Fairway Reset	$100,000
Phase 1 Subtotal	**$2,259,964**
Phase 2 (Year 2)	
Rebuild 9 Green	$100,000
Cart Path Repairs (25%)	$50,000
Native Grass Conversion	$20,000
Irrigation Booster Pump – Back 9	$30,000
Phase 2 Subtotal	**$200,000**
TOTAL PROJECT COST	**$2,459,964**

DISBURSEMENT SCHEDULE

Disbursement	**Milestone**	**Amount**
#1	Expenses equal one third ($819,988) or more of total Project budget	$409,994*
#2	Expenses equal two thirds ($1,639,976) or more of total Project budget	$409,994*
#3	Project is 100% complete	$409,994*

* Total amount disbursed not to exceed 50% of the total Project costs.

The contents of this Exhibit A may be updated, revised or amended by inserting a new Exhibit A signed by the Grantor and Grantee in place of the current Exhibit A. If documents, such as Plans and Specifications, Construction Contracts or other Project-specific documents or contracts are entered into or prepared after the Effective Date, the Grantee agrees to provide all such documents to the Grantor and upon the request of the Grantor to sign an updated Exhibit A including such documents.

EXHIBIT B

APPLICATION

[Application is attached]

4891-8567-4943, v. 2

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Matt Begley, Recovery & Capital Programs Director	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Task Order for Design and Construction Support for the Public Services Building		

SUGGESTED MOTION(S):
Motion to approve the resolution and capital project ordinance as presented.

SUMMARY:

Town Council will consider a resolution to reallocate insurance proceeds for the Public Services Building repairs. Town Council will also consider a task order for design and construction support services for the Public Services Building.

Also included in this item are the budget amendment and capital project ordinance set up to recognize funds for this project. The Town allocated $1,500,000 of insurance proceeds received for damages to the building and $80,911.52 received from FEMA, but these did not preserve over the change of the fiscal year. This resolution would reallocate the funds to the capital project. The Capital Project Ordinance allows these allocations to be preserved across changes in fiscal years, so they are reserved until the FEMA scope and contract are fulfilled.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. O-26-XX Public Services Building Capital Project Ordinance (11-9-26)
2. R-26-XX Resolution to Reallocate Funding to the Public Services Building Project

3. 101426 - TOBM Task Order 2 Fee Proposal Construction Documents

Town of Black Mountain
Public Services Building Project
Capital Project Fund Ordinance
Ordinance No: O-26-XX

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

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

Section 2: Project Authorization
The project authorized is for the purpose of repairing the Public Services Building damages incurred from Tropical Storm Helene.

Section 3: Funding
The project is funded through insurance proceeds and FEMA funding for damages to the building incurred as a result of Tropical Storm Helene.

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

Section 5. Revenues

The following anticipated Revenues are hereby adopted:

Budgeted Revenues	
Revenue Type	***Anticipated Revenues***
Insurance Proceeds	$1,500,000.00
FEMA funding for Public Works Building	$80,911.52
Total Revenue	**$1,580,911.52**

Section 6. Expenditures

The following anticipated appropriations are hereby adopted:

Budgeted Expenditures	
Expenditure Type	***Anticipated Expenditures***
Public Services Building Architectural & Engineering Services	$143,474.96
Construction Services	$1,437,436.56
Total Expenditure	**$1,580,911.52**

Section 7. Records and Reporting

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

Section 8. Authority to Manage Accounts

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

Section 9. Official Copies

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

Section 10. Budget Inclusion

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

Section 11. Project Expiration
This project ordinance expires when the project has been completed and all of the Project Funds have been obligated and expended by the Town OR by the date set forth within the grant funding contract, if applicable, whichever comes first.

Duly adopted this 9th day of November 2026.

_____
C. Michael Sobol
Mayor

ATTEST:

_____
Jennifer Tipton
Interim Town Clerk

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

A RESOLUTION AUTHORIZING A BUDGET AMENDMENT AND AUTHORIZING THE TASK ORDER WITH DOMOKUR & ASSOCIATES, LLC ARCHITECTURE & ENGINEERING SERVICES FOR THE PUBLIC SERVICES BUILDING REPAIRS

Resolution No. R-26-XX

WHEREAS, the Town Public Services Building was damaged during Tropical Storm Helene; and

WHEREAS, the Town procured Architectural & Engineering services from Domokur and Associates, LLC (hereinafter referred to as "Domokur"); and

WHEREAS, the Town allocated $1,500,000 of insurance proceeds to the repairs in FY25; and

WHEREAS, the Town did not have a Capital Project Ordinance in place to reserve these funds across the fiscal year into FY26; and

WHEREAS, the Town has since received $80,911.52 from FEMA for the repairs; and

WHEREAS, the Town has approved a Capital Project Ordinance for the Public Services Building project; and

WHEREAS, the Town has received the attached task order from Domokur for design development and construction and bidding support for $117,000;

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

1. The Interim Town Manager (or his designee) is authorized to make an amendment to the Town budget to allocate $1,580,911.52 to the Public Services Building capital project from the Helene Fund.
2. The Town Council hereby authorizes the Interim Town Manager to execute any necessary budget amendments, contracts, or related documents required to implement this allocation.
3. The Interim Town Manager is authorized to execute the attached task order with Domokur to provide design and construction support services for the Public Services Building capital project.
4. The Interim Town Manager, and/or a designee(s) thereof, is authorized to execute and file any other documents required to supplement this agreement with Domokur.

This Resolution shall take effect immediately upon its adoption.

ADOPTED this the 9th day of November 2026.

_____

C. Michael Sobol, Mayor

Attest:

_____

Jennifer Tipton, Interim Town Clerk

October 2, 2026
Revised October 14, 2026

Matt Begley, Budget Analyst
Town of Black Mountain
160 Midland Ave.
Black Mountain, NC 28711

RE: Town of Black Mountain Public Services Building (2025064)
Fee Proposal for Task Order #2 – Design and Construction Administration

Dear Matt:

In accordance with the Master Agreement for Architectural Services ("Agreement") between Domokur & Associates, PLCC ("Consultant") and The Town of Black Mountain ("Client") dated January 14, 2026, this Task Order describes the Services and Fees for the project: Town of Black Mountain Public Services Building, Task Order #2. The Agreement is the governing document and all design will be in accordance with FEMA requirements that have been previously approved. The Town of Black Mountain has also contracted Land of Sky as an Owner's Representative.

Thank you for the opportunity to provide a fee proposal for Town of Black Mountain Public Services Building (and standalone Garage Building), located at 304 Black Mountain Ave, Black Mountain, NC 28711.
The form of our Agreement for these services is understood to be an AIA B101 contract.

We understand the scope of services as described below:

1. Building design to be updated from previous plans while incorporating details as outlined by FEMA and County.
2. Provide Contractor bid documents and attend pre-bid meeting. Meeting minutes issued along with any response to Contractor questions.
3. Full Construction Administration Services, including: response to RFI's, pre-construction meeting and issue meeting minutes, review and approve payment applications, weekly construction inspection meetings and issue meeting minutes, monthly progress meetings and issue meeting minutes, conduct punchlist walkthrough and issue report, and conduct final walkthrough with City.
4. FEMA Coordination and Assistance with claims reimbursement.
5. Structural fee proposal will be provided at a later date, depending on need.

Our proposed services and fees are outlined below:

Design and Construction Documents

- Conduct two design meetings and issue meeting minutes
- Provide one opinion of probable construction costs
- Provide SD, DD, CD drawings for Owner review
- Develop finishes scheme for Owner review
- Review code comments, if needed, from Authorities Having Jurisdiction and provide updated plans

Bidding

- Submit contract documents to building department for plan review
- Respond to plan review comments
- Respond to contractor RFI's
- Conduct one pre-bid meeting and issue meeting minutes
- Issue addenda
- Attend bid opening, bid tabulation

Construction Administration

- Conduct one pre-construction meeting and issue meeting minutes
- Conduct monthly construction progress meetings and issue meeting minutes
- Submittal and shop drawing review, up to two times each
- Contractor pay application review
- Respond to RFI's
- Review change orders

Construction Closeout

- Conduct one punchlist
- Conduct one site visit to verify punchlist completion
- Record drawings based on contractor as-builts
- Review contractor O&M manuals

Discipline	Consultant	Fee	
Architectural Services	Domokur + Associates	$	65,000.00
Mechanical, Electrical, Plumbing	RN&M Engineers	$	52,000.00
Total Base Fee (Required)		**$**	**117,000.00**

Base Fee by Task	Percentage	Fee	
Schematic Design	15%	$	17,550.00
Design Development	15%	$	17,550.00
Construction Documents	30%	$	35,100.00
Bidding	10%	$	11,700.00
Construction Administration	25%	$	29,250.00
Project Closeout	5%	$	5,850.00
Total Base Fee (Required)	**100%**	**$**	**117,000.00**

Optional Services for Future Task Orders:

1. Land Surveying
    a. Task A: Topographical Survey
        i. SW+ Surveying, Inc will prepare a Topographical Survey of PIN #0619340560 (±3.8 ac) to include:
            - Property Boundary and all apparent easements shown on available and accessible recorded plats
            - Hardscape
            - Structures
            - Contours at 1-foot contour intervals and spot elevations (NAVD 88)
            - Above and underground utilities
            - Invert elevations within accessible storm drainage and sanitary sewer structures

        Total Task A: $11,750

    b. Task B: SUE Level B Underground Utility Location
        i. SW+ Surveying, Inc will contract and coordinate with a private utility locator to locate underground utilities within the property as well as within Terry Estate Dr R/W (±830 LF) and Black Mountain Ave R/W (±350 LF).

        Total Task B: $ 6,500

Additional fees may be billed at our standard hourly rates, as attached, for the following services or reimbursables:

- Owner directed revisions from the scope identified above.
- Reimbursable fees such as mileage, postage, plan review application fees, printing for milestone drawing sets, and other expenses customary to the profession.

Exclusions to the above scope of work and fee are as follows:

- Attendance at public or variance meetings
- Geotechnical investigation
- Design work required to solve contractor errors.
- Testing and inspections of any kind required by code and local authorities
- Renderings or 3D images
- Environmental analysis, including the discovery and abatement of asbestos containing material
- Discovery and investigation of issues beyond visual observation
- Bid alternates requiring alternate designs
- Writing or assisting with Contractor contracts/POs
- Furniture selection
- Life cycle cost analysis
- Coordinating with or taking direction from Owner's other consultants.
- Design or review of Contractor's means and methods and construction related equipment
- Coordination with Water Resources Engineer for floodplain modeling to determine site constraints and required mitigation.
- Landscape Architecture
- Zoning Review
- Evaluation or opinion of probable construction costs for: Furniture, Equipment, Appliances

TERMS AND CONDITIONS

Additional Terms and Conditions are as follows:
SCHEDULE – We estimate Task Order #2 to be completed 10-12 weeks from date of signed contract.

If acceptable, please sign below authorizing us to proceed with the preparation of the Form of Agreement. We look forward to working with you on this project. We can begin work immediately upon acceptance of this proposal. Please contact us if you have any questions or require additional information.

Sincerely,

Domokur + Associates



Courtney Mason
Principal

AUTHORITY TO PROCEED

This proposal is accepted and shall serve as the Agreement for Professional Services for Task Order #2 between Town of Black Mountain (Client), [160 Midland Ave., Black Mountain, NC 28711] and Domokur & Associates (Consultant), 43 S. Broad Street, Suite 201, Brevard, NC 28712.

_____
Printed Name

_____
Title

_____ _____
Signature Date
C: File

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TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Matt Begley, Recovery & Capital Programs Director	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Resolution to Authorize Task Order for StRAP Flat Creek Stream Restoration Project Design		

SUGGESTED MOTION(S):
Motion to approve the resolution as presented.

SUMMARY:

Town Council will consider a resolution to approve the task order from Headwaters for the engineering and design of the Flat Creek stream repairs and stabilization work. This will be funded through allocations already documented in Capital Project Ordinance O-24-11 (passed August 24, 2024) entitled the "Flat Creek Stream Restoration" project.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. R-26-XX Resolution to Authorize the Task Order with Headwaters Engineering for Design & Engineering of the Flat Creek Stream Restoration Project
2. Scope of Work Flat Creek stabilization 101926

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

A RESOLUTION TO AUTHORIZE THE TASK ORDER WITH HEADWATERS ENGINEERING, PC FOR THE DESIGN AND ENGINEERING OF THE FLAT CREEK STREAM RESTORATION PROJECT

Resolution No. R-26-XX

WHEREAS, the Town was awarded funding for the Flat Creek Stream Restoration Project through the North Carolina Department of Agriculture Streamflow Rehabilitation Assistance Program (StRAP) program; and

WHEREAS, Headwaters Engineering, PC (hereinafter referred to as "Headwaters") is performing Design and Engineering services for the project; and

WHEREAS, the work will be completed under the existing on-call engineering contract with Headwaters and will be done on a task order basis; and

WHEREAS, the Town has worked with Headwaters to develop a task order for (1) site assessment and surveying, (2) design, (3) permitting, and (4) construction support; and

WHEREAS, this project and its budget are contained within a capital project ordinance (O-24-11); and

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

WHEREAS, these funds will be managed within the Capital Project Ordinance set up for this project, entitled the Flat Creek Stream Restoration project;

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

1. The Interim Town Manager is authorized to execute the attached agreement with Headwaters to provide design and engineering services for the StRAP Flat Creek Stream Restoration project.
2. The Interim Town Manager, and/or a designee(s) thereof, is authorized to execute and file any other documents required to supplement this agreement with Headwaters.

This Resolution shall take effect immediately upon its adoption.

ADOPTED this the 9th day of November 2026.

_____

C. Michael Sobol, Mayor

Attest:

_____

Jennifer Tipton, Interim Town Clerk

SCOPE OF WORK

Flat Creek Stabilization, Black Mountain, NC

October 19, 2026

Background

The Town received StRAP grant funding in 2024 to stabilize Flat Creek between the Flat Creek Road / Montreat Road intersection and Charlotte Street. Conditions changed after Tropical Storm Helene and the work reaches have been defined to focus on the least stable areas where landowners are willing to participate. The project is now defined by two reaches as follows:

Reach 1: A roughly 330-LF reach that includes 311 Flat Creek Road, 20 Cool River Drive and 1114 Montreat Road; and

Reach 2: A roughly 2,000-LF reach extending from the upstream Stepp-Nichols property line on Davis Drive to Charlotte Street where the Town maintains a greenway easement.

Flat Creek and its floodplain are in a FEMA special flood hazard area (SFHA) and proposed stream stabilization work the SFHA will require floodplain permitting via a "no-rise" study. The creek carries a Class C classification from the state.

Scope of Work

Task 1: Survey and Site Assessment

Headwaters will coordinate with our subcontract surveyor to complete a survey of reach 2, including the following:

- Locating existing sanitary sewer infrastructure, mature trees, power poles, a pedestrian bridge, and remains of a greenway; and
- Completing a topographic survey of the stream and floodplain.

The survey will be tied to NC State Plane Coordinates (NAD83) and elevations will be established relative to the NAVD88 Datum. Headwaters will supplement the survey with available aerial imagery and LiDAR topographic data and create base maps of both reaches.

Reach 1 is being surveyed as part of another project and we will use data from this survey to support Task 2. Headwaters will also perform laser level transects in both reaches to capture channel dimensions, and we will create a photographic log of existing conditions.

Task 2. Design

Data and results from Task 1 will inform the design process. The design goal is to develop a stream stabilization plan that supports long-term stability and function. Headwaters will present the preliminary design on a half size plan set that will include:

- Plan sheets showing:
  - Existing topography and other site features relevant to design and construction;
  - Proposed channel and floodplain grading limits, in-stream structures, and bioengineering measures; and
  - Profile adjustments as appropriate to support project goals.
- Details for:
  - In-stream structures;
  - Bioengineering practices;
  - Erosion control measures and practices;
  - Planting, live staking and seeding details and species lists; and
  - Typical stream cross sections.
- Construction quantities, a bid item list and an engineer's estimate of construction cost.

We will share the preliminary plans with the Town and landowners to solicit feedback. This will include one neighborhood meeting hosted by the Town for participating landowners. Headwaters will prepare a brief PowerPoint presentation with project highlights and will be available to answer questions at the meeting.

We will address Town and landowner comments and incorporate feedback into the final design as appropriate. The final design will be presented in a sealed plan set and bid item list as described above. Design and plan preparation will be performed by a North Carolina Professional Engineer. Plans will be delivered in digital (pdf) format.

Task 3. Permitting

404/401:

We are assuming that coverage will be available under Nationwide Permit (NWP) 13 from the US Army Corps of Engineers and Water Quality Certification (WQC) 8568 from the NC Division of Water Resources. The length of the proposed work requires submitting a Pre-Construction Notification (PCN). Headwaters will prepare the PCN, which will include a summary of the proposed work, supporting data and calculations, and preliminary plans. Signed agent authorization forms will be required from participating landowners.

Floodplain:

The floodplain permitting task will include the following steps:

- Obtain the effective computer model and flood mapping for the study reach of Flat Creek and update the effective model as needed;

- Model the proposed bank stabilization work and evaluate its effects on flooding relative to the effective model; and
- If modeling indicates no adverse flooding impacts, complete a no-rise certification, summarize findings in an engineering report, and assist with preparation of a floodplain development permit application to the Town.

Effort required to develop and submit a Conditional Letter of Map Revision application (in the event that a no-rise result is not achievable) is not included in this scope of work, but the design will seek to achieve a no-rise result.

Task 4: Construction Support Services

Headwaters will provide the following construction support services:

- Prepare a bid package including sealed plans, a bid item list and specifications and help the Town solicit bids from experienced stream restoration contractors;
- Prepare written responses to bidder questions, review the bids and recommend a contract award to the Town;
- Hold a pre-construction meeting with the Town and the selected contractor to review the plans and design intent;
- Make six site visits during construction to check that the work conforms with the design and provide brief written reports with photos for each site visit to the Town;
- Make one site visit after construction is complete to document as-built conditions, and deliver as-built redline plans within 30 days of the final site visit.

The estimated fee for Task 4 is $10,000, based on the services described above and a construction period of up to 12 weeks. Additional site visits, meetings, or time beyond the services listed will be done only with written approval from the Town.

Fee and Schedule

Based on the scope of work described herein, the estimated fee and delivery schedule (weeks from notice to proceed) for our services will be as indicated in the following table. The fee estimate for Task 3 includes the $810 permit fee that DWR charges for review of the PCN.

Task	Estimated Fee	Target Completion Date (Weeks from NTP)
1. Site Assessment & Surveying	$15,000	6
2. Design	$22,000	12
3. Permitting	$10,000	24
4. Construction Support	$10,000	TBD
Total	$57,000	

The contract is time-and-materials with a not-to-exceed amount for each task. Headwaters will bill hourly at the 2026 on-call agreement rates, plus reimbursable expenses, and invoice monthly by task showing hours and expenses. The task amounts in the table above are estimated caps, not guaranteed fees, and the Town will pay only for the actual labor and expenses.

Authorization

We will perform the work under the terms and conditions of our existing on-call agreement. Work may be authorized by signing in the space provided below.

Work Authorized By: Date:

_____ _____

_____
Title

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Matt Begley, Recovery & Capital Programs Director	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Consent Agenda	**DEPARTMENT:**	Administration
TITLE OF ITEM:	Resolution Authorizing Town Staff to Apply for the NCCF Disaster Relief Fund Grant Program for Project Management		

SUGGESTED MOTION(S):
Motion to approve the resolution as presented.

SUMMARY:

The Town Council will consider a resolution authorizing Town staff to submit of an application to the North Carolina Community Foundation (NCCF) Disaster Relief Fund (DRF). This program is intended to support efforts that build the ability of Helene-impacted communities to anticipate, withstand, recover from and adapt to disasters in a timely manner. As a local government, the Town of Black Mountain is an eligible recipient. Town staff recommend using this funding to support the addition of a project manager position to provide increased capacity to perform oversight on Town projects and greater capacity to ensure project programmatic compliance with funding sources. The maximum allowable award for this program is $100,000. The deadline for this application is December 14, 2026, and the award decisions are anticipated in late March 2027.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

1. R-26-XX Resolution to Apply for NCCF DRF funding for project management capacity

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

A RESOLUTION AUTHORIZING TOWN STAFF TO SUBMIT AN APPLICATION FOR THE NORTH CAROLINA COMMUNITY FOUNDATION (NCCF) DISASTER RELIEF FUND (DRF) WNC PREPARED AND RESILIENT COMMUNITIES GRANT PROGRAM FOR INCREASING PROJECT MANAGEMENT CAPACITY FOR RECOVERY & MITIGATION PROJECTS

RESOLUTION NO. R-26-XX

WHEREAS, Tropical Storm Helene caused extensive damage to Town of Black Mountain public infrastructure; and

WHEREAS, the Town is actively managing many recovery and mitigation projects in the wake of Tropical Storm Helene; and

WHEREAS, the Town would benefit from increased project management capacity to oversee projects and compliance with funding sources and programs; and

WHEREAS, the North Carolina Community Foundation (NCCF) Disaster Relief Fund (DRF) is accepting applications to the WNC Prepared and Resilient Communities Grant Program aimed "to support efforts that build the ability of Helene-impacted communities to anticipate, withstand, recover from and adapt to disasters in a timely manner"; and

WHEREAS, the Town is an eligible applicant as a local government in Buncombe County; and

WHEREAS, the Town may apply for up to a maximum of $100,000; and

WHEREAS, Land of Sky Regional Council staff are willing and able to supplement Town efforts to submit this application; and

WHEREAS, the Town Council wishes to pursue a formal application to the NCCF DRF WNC Prepared and Resilient Communities Grant Program to increase project management capacity;

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

1. That the Town of Black Mountain, in coordination with the Land of Sky Regional Council, is authorized to develop and submit a formal application to the NCCF DRF WNC Prepared and Resilient Communities Grant Program of up to $100,000 for the purpose of increasing project management capacity.
2. That the Town Manager (or designee) is authorized to execute and file the application, including all assurances and agreements required, on behalf of the Town of Black Mountain.

This Resolution shall take effect immediately upon its adoption.

ADOPTED this the 9th day of November 2026.

_____

C. Michael Sobol, Mayor

Attest:

_____

Jennifer Tipton, Interim Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER:	Michelle Kennedy, Planning Director	**MEETING DATE:**	November 9, 2026
AGENDA SECTION:	Public Hearing	**DEPARTMENT:**	Planning & Development Services

TITLE OF ITEM: Public Hearing for Text Amendments to Chapter 4 Zoning Regulations, Section 4.4 Provisions Governing All Lots, Section 4.4.2 Lot Access and Section 4.7.11 TND Traditional Neighborhood District (master planned), Section 4.7.11.5 Design Standards to clarify public and private streets.

SUGGESTED MOTION(S):

I move that we approve the proposed text amendments to Chapter 4, Zoning Regulations, Section 4.4, Provisions Governing All Lots, Subsection 4.4.2, Lot Access and Section 4.7, Zoning Regulations by District, Subsection 4.7.11.5, Design Standards, as presented and that the proposed amendments are consistent with the comprehensive plan and are reasonable and in the public interest because zoning regulations do not indicate that either the Town of State is committed to the construction of roadways and consistently referring to all types of roadways.

SUMMARY:

There is confusion in the language of these two sections regarding public and private street access and design. The proposed amendments seek to clarify the confusion. The Planning Board considered the proposed amendments at their September 28th meeting and by a vote of 7-0 recommended approval of the proposed amendments as presented.

BUDGET IMPACT:

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

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

ATTACHMENTS:

1. 26_11_09_ORDINANCE_LOT_ACCESS

ORDINANCE #

AN ORDINANCE TO AMEND CHAPTER 4, ZONING REGULATIONS, SECTION 4.4, PROVISIONS GOVERNING ALL LOTS, SUBSECTION 4.4.2, LOT ACCESS AND SECTION 4.7, ZONING REGULATIONS BY DISTRICT, SUBSECTION 4.7.11.5, DESIGN STANDARDS, OF THE TOWN OF BLACK MOUNTAIN LAND USE CODE

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Boad made a commitment to the Town Council to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendments are consistent with the comprehensive plan and are reasonable and in the public interest because zoning regulations do not indicate that either the Town or State is committed to the construction of roadways and consistently referring to all types of roadways; and

WHEREAS, the Town of Black Mountain has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statues, 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:

- Zoning regulations do not indicate that either the Town or State is committed to construction of roadways

WHEREAS, after notice duly given, a public hearing was held on November 9, 2026, as part of the regularly scheduled Town Council meeting at 6:00 p.m. in the Council Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE BE IT RESOLVED that Chapter 4, Zoning Regulations, Section 4.4, Provisions Governing All Lots, Subsection 4.4.2, Lot Access and Section 4.7, Zoning Regulations by District, Subsection 4.7.11.5, Design Standards, 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 4 Zoning Regulations

Section 4.4 Provisions Governing All Lots
4.4.2 Lot Access

A. No building, structure or use of land for other than conservation purposes shall be established on a lot which does not have access to a ~~public~~ **street that is publicly accessible** directly or by means of an easement.

Section 4.7 Zoning Regulations by District

4.7.11.5 Design Standards

D. Streets, alleys and pathways:
   1. ~~Public streets~~ **Streets** that are publicly accessible shall provide access to all lots.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 9th day of November 2026.

_____
C. Michael Sobol, Mayor

ATTEST:

_____
Jennifer E. Tipton, Interim Town Clerk

TOWN OF BLACK MOUNTAIN

AGENDA ITEM SUMMARY

SUBMITTER: Richard N. Hicks, Interim Town Manager

MEETING DATE: November 9, 2026

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Administration

TITLE OF ITEM: Request to Award Service Revolver

SUGGESTED MOTION(S):
I move that the Black Mountain Police Department Be Authorized to Award Chief Steve Parker His Service Revolver.

SUMMARY:

Police Chief Steve Parker has announced his retirement from the Town of Black Mountain Police Department. NC General Statutes allow a Town to award a retiring officer their service revolver.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

I. Letter From Deputy Chief Chris Kuhn
II. Copy of NC General Statutes 17F-20

Black Mountain Police Department

106 Montreat Road • Black Mountain, North Carolina 28711
Phone (828) 419-9300 • Fax (828) 669-8143

To: Richard Hicks, Interim Town Manager
From: Deputy Chief Chris Kuhn
Date: 11-02-2026

Richard,

In lieu of Chief Steve Parker's retirement announcement and in keeping with traditional law enforcement practices, we at the Police Department would like to award him his badge and service sidearm on his last duty day. Duty weapon will be Glock 43X Handgun Serial Number CFXH502

I have attached a copy of G.S. 20-187.2 Badges and service sidearm of retiring members of city law enforcement for your review.

Please consider this award for our retiring police officer and his commitment of service to the Town of Black Mountain and its citizens.

Thank you in advance,

Christopher J Kuhn

Deputy Chief Chris Kuhn

§ 17F-20. Badges and service side arms of deceased or retiring members of State, city, and county law enforcement agencies; weapons of active members.

(a) Surviving spouses or, if unsurvived by a spouse, surviving children of members of North Carolina State, city, and county law enforcement agencies who are killed in the line of duty or are members of these agencies at the time of their deaths and retiring members of these agencies shall receive, upon request and at no cost to them, the badge worn or carried by the deceased or retiring member. Upon determining that a person requesting a service side arm is not ineligible to own, possess, or receive a firearm under State or federal law or that the service side arm has been rendered incapable of being fired, the governing body of a law enforcement agency may, in its discretion, also award to a surviving spouse or child or to a retiring member, upon request, the service side arm of the deceased or retiring member at a price determined by the governing body. As used in this subsection, "governing body" means the following:

(1) For county and local alcohol beverage control officers, the county or local board of alcoholic beverage control.

(2) For all other law enforcement officers with jurisdiction limited to a municipality or town, the city or town council.

(3) For all other law enforcement officers with countywide jurisdiction, the board of county commissioners.

(4) For all State law enforcement officers, the head of the department.

(b) Active members of North Carolina State, city, and county law enforcement agencies, upon change of type of weapons, may purchase the weapon they wore or carried prior to the change at a price equal to the average yield to the State, city, or county from the sale of similar weapons during the preceding year.

(c) For purposes of this section, certified probation and parole officers are considered members of a North Carolina State law enforcement agency. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122; 2013-369, s. 19; 2016-77, s. 9(b); 2021-116, s. 1.3; recodified from N.C. Gen. Stat. 20-187.2 by 2023-46, s. 4.)