



TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: February 11, 2019 Time: 6:00 p.m.

Regular Session Agenda

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 **Conserve resources; print only when necessary.**

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Should you need other assistance or accommodation for this meeting, please contact

Town Clerk Angela Reece at 419-9310, or by email at angela.reece@townofblackmountain.org

(828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Pastor Brent Bolick, Mountain View Church Black Mountain*
- Announcements – *Mayor Don Collins*

2. PROCLAMATION AND AWARD RECOGNITION

- A. Documentary Video on Vice Mayor Maggie Tuttle – *courtesy of Brenda Hughes*
<https://youtu.be/AuvLqot6OQA>, <https://www.acttwostories.com/stories>

3. CITIZEN COMMENTS

Individuals wishing to address the Board 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 Board. **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.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

- A. Black Mountain Police Department Annual Report – *Shawn Freeman, Chief*

5. 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.

- A. Adoption of Minutes

Motion: To adopt the minutes of January 10, 2019 (Agenda Session), January 14, 2019 (Regular Session), and January 14, 2019 (Closed Session).

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
February 11, 2019

- B.** Call for Public Hearing for the Closure of the Remainder of and Unopened, Platted portion of First Street **#R-19-03**

Motion: *To call for the public hearing to close the remainder of an unopened, platted street known as First Street to be held on **Monday, April 8, 2019** at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

- C.** Resolution Accepting the Contribution by Buncombe County of River Walk Greenway Funding – Interlocal Agreement **#R-19-02**

Motion: *To adopt Resolution #R-19-02 as presented.*

- D.** Budget Amendment for Insurance Settlement **#FY2019-11**

Motion: *To approve Budget Amendment #FY2019-11 as submitted, increasing the expense accounts, 1010-5100-170 (M & R Auto) by \$9,847 and the revenue account, 1000-3840-800 (Insurance Settlements) by \$9,847.*

- E.** Budget Amendment for Purchase of Police vehicle **#FY2019-12**

Motion: *To approve Budget Amendment #FY2019-12 as submitted, increasing expense accounts 1010-5100-190 (ABC Distribution expense) by \$23,000, and 1010-5100-730 (Capital Expense) by \$17,500 and increasing revenue accounts 1000-3905-900 (Fund Balance Appropriated) by \$23,000, and 1010-3333-300 (Government Highway Safety Program Grant) by \$17,500*

- F.** Salary & Compensation Rate Adjustment Request (Golf Course Superintendent)

Motion: *To approve as presented.*

- G.** Call for Public Hearing for Text Amendments to Add Graffiti Ordinance **#O-19-05**

Motion: *To call for the public hearing for text amendments to add a graffiti ordinance to be held on Monday, March 11, 2019 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.*

Consent Motion: *To approve consent items A-G as presented.*

6. CITIZEN COMMENTS

The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. 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.

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
February 11, 2019

7. UNFINISHED BUSINESS

A. Agreement for Wholesale Purchase of Water from City of Asheville

Motion: *To approve the amended Wholesale Purchase of Water Agreement with the City of Asheville as presented [or as amended].*

B. Continued from 1-14-19 Regular Meeting

Public Hearing for Text Amendments to Right-of-Way Closure **#O-19-04**

Motion:

1. To **reconvene** the public hearing on Ordinance **#O-19-04** for text amendments to right-of-way closures.
2. To close the public hearing.
3. To adopt the Statement of Consistency.
4. To approve **Ordinance #O-19-04** as presented [or as amended].

8. NEW BUSINESS

A. Acceptance of Public Art Proposal **#R-19-04**

Motion: *To adopt Resolution #R-19-04 accepting the donation of public art as proposed.*

B. Black Mountain Pool Rate & Policy Revisions

Motion: *To approve as presented [or as amended].*

9. PUBLIC HEARING - NONE

The chair will recognize individuals requesting to address the Board regarding the specific topic of the public hearing. Public hearing comments by any on 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.

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
February 11, 2019

10. COMMUNICATION FROM STAFF

- A. Town Attorney – Ron Sneed
- B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Josh Harrold
Town Manager

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Call for Public Hearing to Close the Remainder of an Unopened, Platted Portion of First Street

AGENDA INFORMATION

Agenda Location:	CONSENT AGENDA
Item Number:	5C
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: At their September 2018 meeting, the Planning Board voted to recommend the closure the remainder of the unopened, platted portion of First Street that was left after recommending the closure of the unopened, platted portion of First Street that was petitioned by Andrew Bobilya.

The Town has the authority to close dedicated but unopened streets within its jurisdiction on its own motion.

MOTION FOR CONSIDERATION: To call for the public hearing to close the remainder of an unopened, platted street known as First Street to be held on Monday, April 8, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Resolution of Intent *#R-19-03*, Map

MANAGER'S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting or as soon thereafter as possible.



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

BoA Regular Session
February 11, 2019
Agenda Item

RESOLUTION OF INTENT # R-19-03

**RESOLUTION DECLARING THE INTENT OF THE BOARD OF ALDERMENT OF
THE TOWN OF BLACK MOUNTAIN TO CONSIDER THE CLOSING OF THE
REMAINDER OF AN UNOPENED, PLATTED PORTION OF FIRST STREET AND TO
HOLD A PUBLIC HEARING ON THIS ISSUE APRIL 8, 2019**

WHEREAS, G.S. 160A-299 authorizes the Board of Aldermen of the Town of Black Mountain to permanently close public streets or alleys; and

WHEREAS, The Town of Black Mountain has received a request from the Planning Board to close that remainder of an unopened, platted portion of First Street; and

WHEREAS, the Planning Board for the Town of Black Mountain, after reviewing petitioners' request, did recommend that the unopened portion of First Street be closed; and

WHEREAS, the Board of Aldermen of the Town of Black Mountain must set a public hearing to consider any comments concerning the above referenced request before taking any action; and

WHEREAS, in accordance therewith, the Board of Aldermen of the Town of Black Mountain desires to take the following actions:

DESCRIPTION:

LYING AND BEING in the Town of Black Mountain, Black Mountain Township, Buncombe County, North Carolina:

BEGINNING at a No. 5 rebar set in the northern edge of First Street as said street is shown on that plat recorded in Plat Book 19 at Page 45, Buncombe County Registry, said No. 5 rebar being located North 08° 12' 36" East 20.00 feet from the southeast corner of Lot B as shown on that plat recorded in Plat Book 195 at Page 30, Buncombe County Registry; thence from said Beginning South 85° 42' 59" East 74.58 feet to a No. 5 rebar set in the western boundary of Lot 56 as shown on that plat recorded in Plat Book 19 at Page 45, Buncombe County Registry; thence with the western boundary of said lot South 07° 30' 53" West 41.36 feet to a metal fence post; thence North 84° 38' 40" West 75.00 feet to a No. 5 rebar; thence North 08° 12' 36" East 39.99 feet to the BEGINNING, being the remaining unclosed eastern portion of First Street as shown on the plat recorded in Plat Book 19 at Page 45, Buncombe County Registry.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Black Mountain:

Section 1. Pursuant to G.S. 160a-299, the Board of Aldermen declares its intent to close the remainder of an unopened portion of First Street.

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

Section 2. A public hearing on the question of closing said street is hereby called at Town Hall, 160 Midland Avenue, Black Mountain, N.C. 28711 on Monday, April 8, 2019 at 6:00 p.m.

Section 3. Following the public hearing called hereby, the Board of Aldermen shall consider the passage of an order closing the street identified above.

Section 4. The Town of Black Mountain Town Clerk is hereby directed to publish this Resolution once a week for four successive weeks in the Black Mountain News, or other newspaper of general circulation in the area.

Section 5. The Town of Black Mountain Zoning Administrator is hereby directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution.

Section 6. The Town of Black Mountain Zoning Administrator is further directed to cause adequate notices of the proposed closing and of the public hearing to be posted as required by G.S. 160A-299.

I move the adoption of the foregoing resolution:

Alderman

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ this the 11th day of February, 2019.

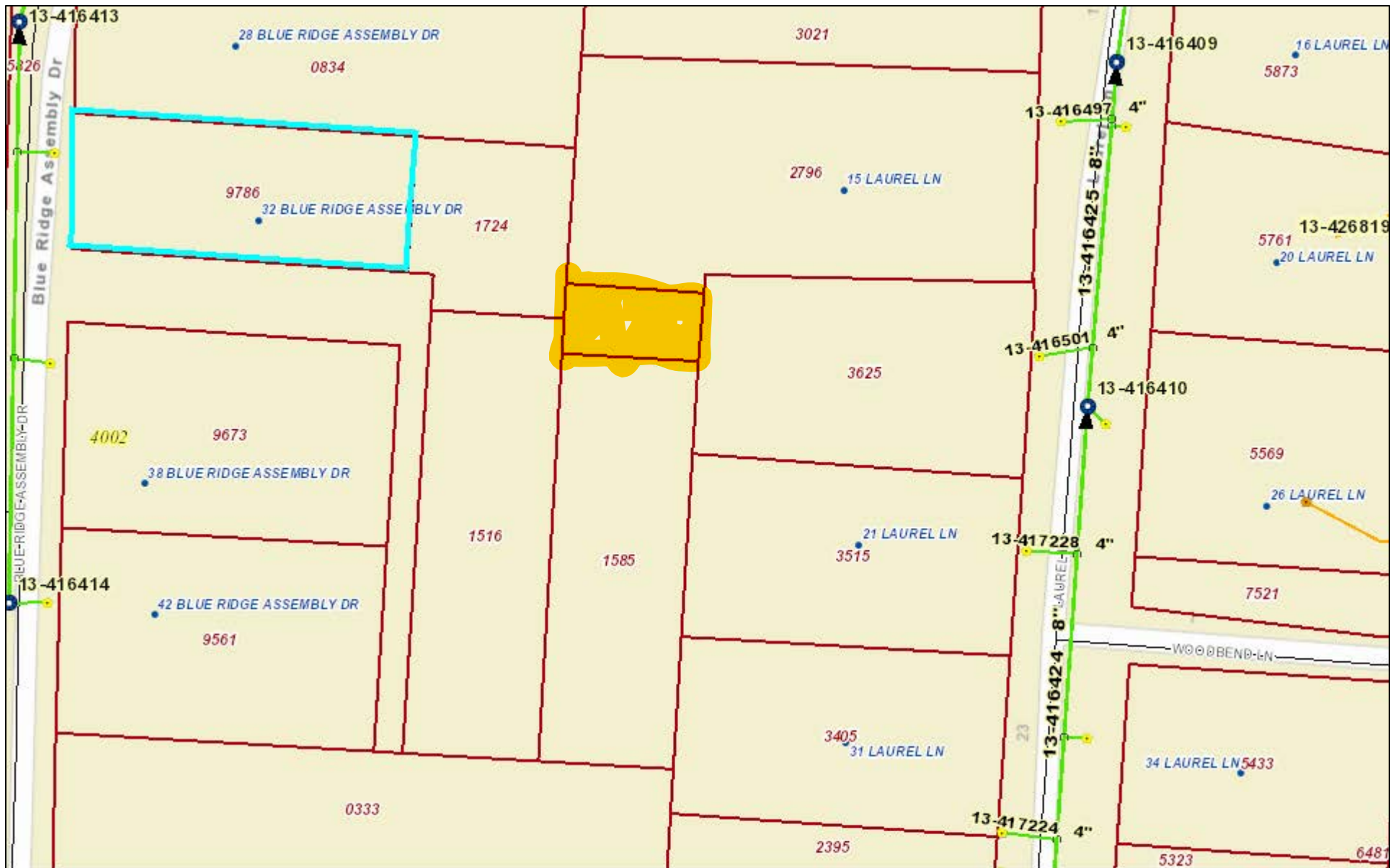
ATTEST:

Don Collins, Mayor

Angela Reece, Town Clerk

Josh Harrold, Town Manager

Remainder of First Street Buncombe County



January 29, 2019

1:1,128
0 0.0075 0.015 0.03 mi
0 0.015 0.03 0.06 km
MSD GIS Staff
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Resolution #R-19-02 Accepting the Contribution by Buncombe County of RiverWalk Greenway Funding – Interlocal Agreement

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number: 5C
Department: Administration
Contact: Josh Harrold, Town Manager
Presenter: Josh Harrold, Town Manager

BRIEF SUMMARY: On January 15, 2019, Buncombe County adopted a resolution authorizing funds in the amount of \$400,000 to be paid to the Town of Black Mountain for the required local government match for the Riverwalk Greenway Phase II project. The \$400,000 will be paid to the Town of Black Mountain over a three-year period. The 1st payment being \$133,000 to be paid in fiscal year 2018-2019. The 2nd payment being \$133,000 paid in fiscal year 2019-2020. The 3rd and final payment being \$134,000 paid in fiscal year 2020-2021. The 2nd and 3rd payments are dependent on County budgetary funding since they are in future years but Buncombe County is committed to providing these funds.

MOTION FOR CONSIDERATION: To approve reception of the funds from Buncombe County and enter into interlocal agreement with Buncombe County for Riverwalk Phase II Greenway local government match funding.

FUNDING SOURCE: N/A.

ATTACHMENTS: Resolution to approve funding from Buncombe County and enter into an interlocal agreement.

MANAGER'S COMMENTS AND RECOMMENDATIONS: To adopt Resolution R-19-02 as presented.

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND
THE TOWN OF BLACK MOUNTAIN FOR FUNDING OF THE RIVERWALK
GREENWAY FEDERAL HIGHWAY ADMINISTRATION SURFACE
TRANSPORTATION BLOCK GRANT MATCH

THIS INTERLOCAL AGREEMENT is made and entered by and between the County of Buncombe, North Carolina (sometimes herein "County") and the Town of Black Mountain (sometimes herein "Black Mountain").

W I T N E S S E T H

WHEREAS, Buncombe County has been a destination for outdoor enthusiasts who have enjoyed the region's trails and outdoor recreation for more than a century;

WHEREAS, all of Buncombe County is experiencing a growing expectation for facilities that provide for movement of pedestrians and bicyclists, not just for recreational purposes but for transportation, running errands, relieving stress and offsetting the effects of obesity, attracting new businesses, and making communities more livable and marketable;

WHEREAS, Black Mountain believes that the completion of an approximately one and a half (1.5) mile long section of an approximately six (6) mile long greenway and park system along Flat Creek and the Swannanoa River (said section hereinafter referred to as the "Riverwalk Greenway") will enhance property values, encourage investment, and improve the lives of its citizens;

WHEREAS, Black Mountain has worked through a variety of funding sources to generate funding for the Riverwalk Greenway including the Metropolitan Planning Organization via the Federal Highway Administration's Surface Transportation Block Grant;

WHEREAS, the Parties have agreed that Black Mountain shall be responsible for ensuring that the design and construction of the Riverwalk Greenway conforms to the programming needs as identified by relevant grants, including the Federal Highway Administration's Surface Transportation Block Grant, and that County shall only be responsible for providing funding as outlined below, subject to budget constraints.

WHEREAS, N.C. Gen. Stat. §160A-461 allows units of local government to enter into agreements to execute such an undertaking.

NOW THEREFORE, the parties hereto, for and in consideration of the promises and covenants contained herein, agree to enter into this Interlocal Agreement for the funding of the Riverwalk Greenway and agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.
2. Buncombe County will provide \$133,000 to satisfy the grant match for Fiscal Year 2019. Buncombe County's funding of subsequent Fiscal Years and further participation in later phases of the Riverwalk Greenway project has not yet been determined and nothing in this agreement shall commit Buncombe County to activities other than providing the funding stated herein. Notwithstanding the foregoing, Buncombe County intends to provide 3 installment payments amounting to \$400,000 total for the Riverwalk Greenway annually, beginning in Fiscal Year 2019. Buncombe County intends to pay \$133,000 in fiscal year 2019 and 2020, and intends to pay the balance in Fiscal Year 2021. The Town of Black Mountain shall be solely responsible for covering any cost overages. As noted in Section 1 above, this Interlocal Agreement only obligates the County to provide funding to satisfy the grant match for Fiscal Year 2019, which is \$133,000. The County's contribution will be limited to the 20% percent match required for the Federal Highway Administration's Surface Transportation Block Grant.
3. Buncombe County may participate in the study in an advisory capacity and to ensure continuity of greenway planning and connectivity. All documentation and design documents related to the project will be property of both the Town of Black Mountain and Buncombe County. The Town of Black Mountain shall assume all financial liability and future encumbrances associated with the Riverwalk Greenway and the use of the Federal Highway Administration's Surface Transportation Block Grant. The Town of Black Mountain shall be responsible for any and all other costs associated with the Riverwalk Greenway project.
4. Black Mountain shall conduct the following activities as required for construction of the Riverwalk Greenway:
 - a) Pass any and all necessary reimbursement resolutions;
 - b) Collect taxes as authorized by law;
 - c) Borrow for the project as authorized by law; and
 - d) Satisfy any and all debt for design and construction.
5. Budget and Billing. Buncombe County intends to provide 3 installment payments amounting to \$400,000 total for the Riverwalk Greenway. Payments will start beginning with FY 2019 and will be provided annually. The first two payments will total \$133,000 annually and the remainder will be paid in the final year. The Town of Black Mountain shall be solely responsible for covering any cost overages. As noted in Section 1 above, this Interlocal Agreement only obligates the County to provide funding to satisfy the grant match for Fiscal Year 2019, which is \$133,000.
6. If the design and construction of the Riverwalk Greenway fails to conform to the programming needs as identified by relevant grants, including the Federal Highway Administration's Surface Transportation Block Grant, and/or if the Town of Black Mountain breaches this Agreement and fails to cure the same within thirty (30) days after

notice of such breach by Buncombe County, the Town of Black Mountain hereby agrees to return, refund, and/or reimburse any and all funds provided by the County under this Agreement.

7. Insurance and Indemnity. The Town of Black Mountain shall indemnify, defend and hold harmless the County and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Town of Black Mountain or any employee, agent or assign of the Town of Black Mountain. The Town of Black Mountain shall indemnify the County in all instances except where the County is primarily negligent through an act or omission. Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity. The County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to the County's self-insured claim policies and North Carolina law..
8. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an amendment in writing duly executed by the Parties.
9. Invalid Provision to Affect no Others. If any provisions of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity and enforceability of such remaining provisions.
10. This Agreement may only be modified by the written consent of both Parties.
11. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original, and a copy received via fax transmission or other electronic transmittal shall be as enforceable as an original bearing original signatures.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day and year written below.

TOWN OF BLACK MOUNTAIN

By: _____
Don Collins, Mayor

Date: _____

Attest:

Angela Reece, Town Clerk

Date: _____

COUNTY OF BUNCOMBE

By: _____
George Wood, Interim County Manager

Date: 1/29/2019

Attest: _____
J. Brandon Freemah, County Staff Attorney

Date: 1-29-2019

**This Instrument has been preaudited
in the Manner required by
Local Government Budget and
Fiscal Control Act.**





#R-19-02

**BLACK MOUNTAIN BOARD OF ALDERMEN
RESOLUTION ACCEPTING THE CONTRIBUTION BY BUNCOMBE COUNTY PURSUANT
TO THE INTERLOCAL AGREEMENT TERMS AS APPROVED IN RESOLUTION #19-01-08 BY
THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE
EXECUTION OF AN INTERLOCAL AGREEMENT WITH BLACK MOUNTAIN FOR
FUNDING OF RIVERWALK GREENWAY- FEDERAL HIGHWAY ADMINISTRATION
SURFACE TRANSPORTATION BLOCK GRANT MATCH**

WHEREAS, Buncombe County has been a destination for outdoor enthusiasts who have enjoyed the region's trails and outdoor recreation for more than a century; and

WHEREAS, all of Buncombe County is experiencing a growing expectation for facilities that provide for movement of pedestrians and bicyclists, not just for recreational purposes but for transportation, running errands, relieving stress and offsetting the effects of obesity, attracting new businesses, and making communities more livable and marketable; and

WHEREAS, Black Mountain believes that the completion of a section of a greenway and park system along Flat Creek and the Swannanoa River (said section hereinafter referred to as the "Riverwalk Greenway") will enhance property values, encourage investment, and improve the lives of its citizens; and

WHEREAS, Black Mountain has worked through a variety of funding sources to generate funding for the Riverwalk Greenway including the Metropolitan Planning Organization via the Federal Highway Administration's Surface Transportation Block Grant; and

WHEREAS, the Parties have agreed that Black Mountain shall be responsible for ensuring that the design and construction of the Riverwalk Greenway conforms to the programming needs as identified by relevant grants, including the Federal Highway Administration's Surface Transportation Block Grant, and that Buncombe County shall only be responsible for providing funding as outlined below, subject to budget constraints; and

WHEREAS, N.C. General Statute §160A-461 allows units of local government to enter into agreements to execute such an undertaking; and

WHEREAS, Buncombe County has resolved to provide partial funding for work to complete the Riverwalk Greenway by its Resolution #19-01-08 in which it said out the amount to be provided and the plan for disbursement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Black Mountain the acceptance of the contribution by Buncombe County pursuant to the terms outlined above in the Interlocal Agreement set out in Resolution #19-01-08 approved by the Buncombe County Board of Commissioners on the 15th day of January 2019, and hereby authorizes and directs the Town Manager to execute the Interlocal Agreement described in county Resolution #19-01-08 when it is prepared.

(SEAL)

Don Collins, Mayor

ATTEST:

Angela Reece, Town Clerk

Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Budget Amendment #FY2019-11 for Insurance Settlement

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number: 5D
Department: Finance
Contact: Dean Luebbe, Assistant Town Manager/Finance Director
Presenter: Dean Luebbe, Assistant Town Manager/Finance Director

BRIEF SUMMARY: On January 6, 2019, a police vehicle was involved in an accident which caused \$9,847 in damage. This is an insurable event which does not affect fund balance.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-11 as submitted, increasing the expense accounts, 1010-5100-170 (M & R Auto) by \$9,847 and the revenue account, 1000-3840-800 (Insurance Settlements) by \$9,847.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-11.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-11
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5100-170	M & R Auto	9,847		Police insurance
	1000-3840-800	Insurance Proceeds		9,847	proceeds from
					Jan. 6, 2019 incident

Totals: 9,847 9,847

BD #

Entered By:

Journal #

Approved By:

Fiscal Yr

Date

Date

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Budget Amendment #FY2019-12 for purchase of Police Vehicle

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number: 5E
Department: Finance
Contact: Dean Luebbe, Assistant Town Manager/Finance Director
Presenter: Dean Luebbe, Assistant Town Manager/Finance Director

BRIEF SUMMARY: In January of 2019, the Black Mountain Police Department received notification that they had been awarded a grant from the Government Highway Safety Program in the amount of \$17,500 to be used for the purchase of a vehicle. The total cost of the vehicle itself will be \$40,500. The remaining \$23,000 will be expended from Police restricted ABC funds. In addition to the grant, the Police Department will also receive, at no charge, traffic safety equipment valued at \$11,275.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-12 as submitted, increasing expense accounts 1010-5100-190 (ABC Distribution expense) by \$23,000, and 1010-5100-730 (Capital Expense) by \$17,500 and increasing revenue accounts 1000-3905-900 (Fund Balance Appropriated) by \$23,000, and 1010-3333-300 (Government Highway Safety Program Grant) by \$17,500

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-12.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-12
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5100-190	ABC Distribution	23,000		Police vehicle purchase
	1010-5100-730	Capital Outlay	17,500		funded through
	1000-3905-900	Fund Balance Approp		23,000	grant and ABC funds
	1010-3333-300	Govt Highway Safety Grant		17,500	

Totals: 40,500 40,500

BD #

Entered By:

Journal #

Fiscal Yr

Approved By:

Date

Date

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Employee Salary & Compensation Rate Adjustment Request Golf Course
Superintendent

AGENDA INFORMATION

Agenda Location:	CONSENT
Item Number:	5F
Department:	Administration
Contact:	Josh Harrold, Town Manager
Presenter:	Josh Harrold, Town Manager

BRIEF SUMMARY: The Golf Course Superintendent position has been vacant for approximately 4 years. Jerry Brigman has been assigned additional duties as Interim Golf Course Superintendent during this time without receiving compensation for the position classification. Administration recommends moving Mr. Brigman to the appropriate salary grade and title for the position which is a \$3,000 per year increase in base pay.

MOTION FOR CONSIDERATION: To approve as presented.

FUNDING SOURCE: N/A

ATTACHMENTS: N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS: Approve as presented.

ORDINANCE NO. #O-19-05

AN ORDINANCE TO ADD TEXT SECTIONS TO CHAPTER 20, TO ADD ARTICLE VII, GRAFFITI, TO THE TOWN OF BLACK MOUNTAIN CODE OF ORDINANCES

WHEREAS, the Black Mountain Code of Ordinances was adopted by the Board of Aldermen on the 13th day of December, 1993; and

NOW, THEREFORE, BE IT RESOLVED Chapter 20 is amended with the following (additions are underlined in bold italic and deletions are shown as red struck text):

ARTICLE VIII - GRAFFITI

Sec. 20-371 – General.

- (a) ***Purpose. Graffiti is destructive of the rights and values of public and private property owners as well as the entire community. Unless the board of aldermen acts to enforce removal of graffiti from public and private property, the graffiti tends to remain. Other properties then become the target of graffiti, entire neighborhoods are affected and become less desirable places in which to live, work and visit, all to the detriment of the town; and is hereby declared a public nuisance. The board of aldermen intends through adoption of this article to provide additional enforcement tools to protect public and private property from acts of graffiti vandalism and defacement.***

The town does not intend this article to conflict with existing anti-graffiti state laws, including but not limited to malicious injury to property.

- (b) ***Definitions.***

Graffiti: Writings, drawings, inscriptions, figures or marks of paint, ink, chalk, dye or other similar substances on public or private buildings, sidewalks, streets, structures, or places which are not authorized or permitted by the property owner or possessor. For the purposes of this chapter, graffiti shall include drawings, writings, markings or inscriptions regardless of the content or nature of materials used in the commission of the act. Provided however, this definition shall not be construed to prohibit temporary, easily removable chalk or other water soluble markings which are used in connection with traditional children's activities such as drawings of bases for ball games, hopscotch and similar activities, nor does it include temporary, easily removable markings used in connection with any lawful business or public purpose or activity and markings used to denote the location of underground utility infrastructure and those used in conjunction with establishing survey control data and location points by survey crews.

Perpetrator: The person who engages in creating or putting graffiti on public or private real and personal property.

Person: Any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

Property owner: The owner of the property, such property owner's agent or any person in lawful control or possession of the property.

- (c) Use of public funds. Whenever the town becomes aware of or is notified and determines that graffiti is located on publicly or privately owned property viewable from a public or quasi-public place, the town shall be authorized to use public funds to assist in the removal, painting, obscuring or repairing of the graffiti.

Sec. 20-372 – Graffiti prohibited.

- (a) It shall be unlawful for any person to place graffiti upon the surface of any public or private property.
- (b) Any person who applies graffiti upon the surface of any public or private property is guilty of a misdemeanor and shall be subject to prosecution in accordance with G.S. 14-127, 14-127.1 and G.S. 14-160. In addition to criminal prosecution, such person shall be subject to the additional enforcement provisions set forth herein.
- (c) It shall be unlawful for any property owner to permit property that is defaced with graffiti to remain defaced; such property owner shall be subject to the civil enforcement provisions herein.
- (d) It is the specific intent of this article to regulate the placement of graffiti and the failure to remove graffiti as a civil violation only and not as a criminal violation. Provided however, nothing herein is intended to prevent, restrain or prohibit the criminal prosecution of graffiti perpetrators under the laws of the State of North Carolina.

Sec. 20-373 – Removal required.

- (a) Immediate removal. It is the responsibility of the property owner to immediately remove graffiti from the property owner's property. The property owner should not wait for the town to send a violation notice but shall take immediate and prompt action to remove the graffiti when applied.
- (b) Removal by property owner. It shall be unlawful for any property owner to fail to remove or effectively obscure any graffiti upon property they own within ten (10) days after receiving written notice from the town to remove such graffiti ("notice to remove"). Notice to remove shall be served by personal delivery or by certified or registered mail, return receipt requested in conjunction with regular mail. If the regular mail is not returned as undeliverable within ten days, service shall be deemed sufficient. Additionally, service hereunder may be made in accordance with Rule 4 of the North Carolina Rules of Civil Procedure. The notice to remove shall provide:
- (1) The street address or other description of the property sufficient for property identification;
 - (2) A description and general location of the graffiti;

- (3) A statement that the property is a public nuisance due to the existence of the graffiti;
- (4) Statement that the graffiti must be removed or effectively obscured within ten days after receiving notice to remove and that if the nuisance is not so abated within that time, the town may abate the public nuisance at the cost of the property owner as set forth herein;
- (5) Information identifying any graffiti removal assistance available through the town.
- (c) Removal by town. If the town has provided notice to remove under subsection (b) above, and property owner fails and/or refuses to remove or effectively obscure graffiti upon the property owner's property, the town, may, after compliance with the requirements contained herein below, go upon the private property and remove the graffiti at the expense of the property owner. The town shall not clean, paint or obscure or repair any property containing graffiti more extensively than where the graffiti itself is located. The town shall not be required to restore the area that contained graffiti, or any obscured area, to its original condition including conditions of color, texture, and finish. The cost of obtaining compliance with the requirements of this article shall be a lien in accordance with G.S. 160A-193. Provided however nothing herein shall require the town to remove graffiti from private property or from property designated as historic property under federal or state laws.

Sec. 20-374 – Right of entry to private property.

Prior to entering upon private property or property owned by a public entity other than the town for the purpose of graffiti removal, the town shall attempt to secure the consent of the property owner and release of the town from any and all claims arising out of the removal. If the property owner fails to remove the graffiti within the time specified in the notice to remove, or the town has requested consent to remove or paint over the graffiti and the property owner has refused consent and/or refused to grant the town a release of liability, the town may seek remedies as set forth in G.S. 160A-175, including injunctive relief, an order of abatement or other relief in the appropriate court of law. Provided however, nothing herein shall prevent the town from summarily removing graffiti when there is an imminent threat to life or property.

Sec. 20-375 – Enforcement/remedies.

- (a) Civil penalties – against perpetrator.
 - (1) In addition to the graffiti perpetrator being subject to criminal prosecution under the laws of the State of North Carolina, the perpetrator shall also be subject to the assessment of a civil penalty under the provisions of this article. shall be subject to a civil penalty in the amount of \$200.00 In the event there is more than one violation, then the civil penalty shall be increased for each additional violation as set forth below:
 - a. Second violation: \$250.00;
 - b. Third violation: \$500.00;
 - c. Fourth violation: \$750.00;

d. Fifth and any subsequent violation within a 12-month period: \$1,000.00.

(b) Civil penalties – against property owner.

(1) In addition to the remedies stated above, the Town may also impose a civil penalty of \$10.00 per day, with such penalty to begin accruing at least ten days after notice of the violation and the requirement to remove the graffiti has been given to the property owner as provided in Section 20-373 and ten days after notice of the imposition of this penalty is given to the property owner. Each day that the graffiti remains will be a separate and distinct offense. Such penalties may be collected by the Town in a civil action in the nature of a debt as provided in N.C.G.S Sec. 160A-175(c).

(c) Notice of violation.

(1) Against the perpetrator. Whenever any town official charged with the duty of enforcing the regulations in this article has reasonable cause to believe that a person has violated any of the provisions herein, that official shall notify the violator of the violation and assess the civil penalty set forth herein above. The violation shall have seven days to pay the civil penalty or file a notice of appeal with the committee referenced in this article. Failure to pay any assessed civil penalty shall subject the violator to the remedies set forth in G.S. 160A-175.

(2) Against the property owner. Whenever any town official charged with the duty of enforcing the regulations in this article has reasonable cause to believe that a property owner has failed and refused to remove graffiti from the property owner's property, that official shall notify the property owner of the violation, providing up to seven days to correct the violation. Upon failure to comply with the violation notice or file an appeal with the committee referenced in this article, the violator will be subject to injunctive relief and/or an order of abatement as set forth in G.S. 160A-175.

READ, APPROVED AND ADOPTED by a vote of ____ to ____ this the 11th day of March, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

CITY OF ASHEVILLE

AMENDED WHOLESALE WATER PURCHASE
AGREEMENT WITH THE TOWN OF BLACK
MOUNTAIN

THIS AGREEMENT, made and entered into by and between the City of Asheville (hereinafter called "City), and the Town of Black Mountain (hereinafter called "Black Mountain"):

WITNESSETH:

WHEREAS, Black Mountain desires to purchase a portion of Its water supply from the City and the City desires to provide such water supply over an extended period of time; and

WHEREAS, the City and Black Mountain entered into wholesale water purchase agreement dated February 14, 2006, which was amended by Amendment 1 dated August 25, 2009; and

WHEREAS, the City has entered into an agreement pursuant to which approximately 600 water customers will be transferred from the City to the Black Mountain water system, which will increase the amount of water Black Mountain will need to acquire from the City, with the first increase anticipated to be needed in May, 2020, and the second increase anticipated to be needed in May, 2021; and

WHEREAS, Avadim Technologies, Inc., will construct a manufacturing facility which will be served by the Black Mountain water system, increasing the amount of water Black Mountain will need to acquire from the City, with the date such demand will occur anticipated as occurring early in 2020.

NOW, THEREFORE, In consideration of mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the City and Black Mountain agree as follows:

A. TERM

1. This Agreement has been in effect since February 14, 2006, and has and will continue to be automatically renewed on a year-to-year basis (since April 30, 2007) unless either party gives at least thirty (30) days written notice prior to the expiration of the current renewal term.
2. The City has the right to immediately suspend this Agreement for cause and terminate water service when public health or safety is endangered due to Black Mountain's system not operating in accordance with the North Carolina Rules Governing Public Water Systems. If this Agreement is immediately suspended, the City will provide thirty (30) days written notice for cause after which this Agreement is terminated unless the violation is corrected, or that Black Mountain

Amended Wholesale Water Purchase
Agreement with Black Mountain

is actively correcting the problem in the sole determination of the City of Asheville Director of Water Resources (the "Director").

B. WATER QUANTITY COMMITMENT

1. The City has committed to deliver treated water to Black Mountain from the City's water system not to exceed 200,000 gallons per day, which commitment is presently being honored.
2. The City is committed to deliver 300,000 gallons per day beginning June 1, 2020, or immediately after the Town has used 300,000 gallons per day for three consecutive months, whichever should first occur. The Town, by giving notice to the City no later than May 1, 2020, postpone the effective date of this increase up to six months if the opening of the Avadim facility and the transfer of the first 300 water customers to Black Mountain is delayed. Payment for such committed amount of water shall begin on the effective date.
3. The City is committed to deliver 350,000 gallons per day beginning June 1, 2021, or immediately after the Town has used 350,000 gallons per day for three consecutive months, whichever should first occur. The Town, by giving notice to the City no later than May 1, 2021, postpone the effective date of this increase up to six months if the transfer of the second 300 water customers to Black Mountain is delayed. Payment for such committed amount of water shall begin on the effective date.
4. Except as limited by other conditions of this Agreement, Black Mountain may purchase from the City treated water in daily quantities up to the commitment provided by this Agreement. Black Mountain may purchase quantities above the commitment for peak demands or emergency use only if the City can provide the additional quantity-without affecting the City's commitment to its other customers regarding quantity, pressure, or quality, as determined in the sole discretion of the City.
5. The capacity commitment of this Agreement is an essential condition of this Agreement. Notwithstanding any single allowance by the City for additional supply under Section B.2 of this Agreement, the City is never obligated to supply future water to Black Mountain for any reason in excess of the capacity committed In Sections B.1., B.2., or B.3., whichever is applicable at that time.
6. Black Mountain may renegotiate the fixed volume amount upward with City anytime during any renewal term of this Agreement upon a thirty (30) day written notice to the Director who shall negotiate in good faith within thirty (30) days of receiving the request for a new fixed volume monthly amount.

Amended Wholesale Water Purchase
Agreement with Black Mountain

7. If Black Mountain requires a higher commitment of water supply for any purpose, including prolonged emergency conditions such as waterline breaks or well pump failures, or as a result of drought conditions, the only manner in which the City may commit such additional supply is through a written amendment of this Agreement to increase the capacity committed under Section B.1, B.2 or B.3 and a corresponding increase in the monthly fixed fee as stated in Section C.1 or as outlined in B.8.
8. In the event that Black Mountain's total metered water flow from the City exceeds the commitment specified in Section B.1, B.2 or B.3 of this Agreement as an average for three (3) monthly billing cycles from any twelve month period, and the City has continued to supply this volume, the water commitment in Section B.1 shall automatically be raised to the three (3) month average exceeding the fixed volume amount based on the average water use for that three-month cycle. The Director shall notify Black Mountain in writing of the increase of capacity as stated in Section B.1 of this Agreement. The aforementioned notification shall automatically amend Section B.1 of this Agreement and related monthly fees due to the increased commitment amount as stated in Section C.
9. If Black Mountain falls to request an amendment to this Agreement but establishes a recurring pattern of water use beyond the commitment stated in Section B.1, the City may request this Agreement be amended to increase the commitment accordingly. A recurring pattern of water use beyond the commitment is defined as when Black Mountain exceeds the capacity commitment in B.1, B.2 or B.3, five (5) times (Monthly averages) in a calendar year and not pursuant to Section B.2 The Director shall send Black Mountain written notice of the intent to renegotiate this Agreement. Upon Black Mountain's receipt of said notice both parties shall have ninety (90) days to enter into good faith negotiation (herein "Negotiation Period"). If the parties fail to reach a new Agreement within the Negotiation Period, this Agreement shall terminate thirty (30) days after the Negotiation Period expires.
10. If the capacity commitment of this Agreement is increased by the provisions of paragraph(s) B.6., 7., 8., or 9., Black Mountain may make a formal request for a reduction of the capacity commitment one (1) year after the capacity increase. Black Mountain cannot request a reduction that would lower the capacity commitment to less than the original capacity commitment as set forth in paragraph B.1. of this Agreement. Black Mountain shall make a written request to the Water Resources Director of the City. The Water Director shall determine the monthly average consumption of water provided by the City to Black Mountain in the preceding 12 months. If the monthly average water consumption has not exceeded the requested capacity commitment for the preceding 12 months, the request will be granted.

Amended Wholesale Water Purchase
Agreement with Black Mountain

C. COST OF SERVICE

1. Black Mountain shall pay to the City a fixed fee each month based on the committed capacity stated or as amended pursuant to Section B of this Agreement, and shall also pay to the City a water volume charge based on the actual metered water flow from the City to Black Mountain. Both the monthly fixed fee and the water volume charge shall be established by the City by resolution for wholesale customers and are subject to change. Black Mountain will not be responsible for payment of any water inadvertently sent through the meters at the designated delivery points by the City due to excessive pressure or release of excessive water into the system. The City would notify Black Mountain before any such releases and obtain before and after meter readings to ensure accurate billing.
2. The City shall bill Black Mountain monthly. Should Black Mountain fail to pay its water bill on time as outlined in the City's Water Policies, and further fail to pay after fifteen (15) days written notice of delinquency, Black Mountain shall be responsible for all fees and charges regarding delinquent accounts as set forth in the City's Water Policies. If Black Mountain fails to pay its water bill in ninety (90) days after receipt of the notice of delinquency, the City may terminate service and this Agreement.
3. The City shall read Black Mountain's meters at least monthly and shall compute the average use using the combined meter readings for all meters serving Black Mountain, divided by the number of days since the last reading.

D. DELIVERY POINTS

1. The City recognizes Black Mountain as a customer of the City and agrees to provide Black Mountain with water at the following existing metered points, unless a change is otherwise agreed in writing by the Director: US Highway 70 and 1136 Oconeechee Street and _____.
2. These points of connection shall be under the ownership and control of the City. The City shall have the right to test the meters at these points for accuracy, calibrate, repair or replace meters or modify the metering assembly as established by AWWA Standards.
3. The water supplied at these points of connection shall be at a reasonably consistent pressure not less than 40 psi under average flow conditions.
4. The City may at any time propose improvements to the water system (such as a new booster pump or a pressure reducing valve), which increases or decreases the

Amended Wholesale Water Purchase
Agreement with Black Mountain

consistent pressure provided subject to the minimum pressure specified above, and must give Black Mountain the same notice as retail customers, in accordance with Water Department Policies, before implementing such system improvements.

5. The City may have to alter the quantities delivered at the respective delivery points based on the needs of the City's system due to an emergency situation or to make repairs to the system.

E. DUTIES OF THE CITY

1. The City shall at all times operate and maintain its system in a good state of repair so that Black Mountain may rely upon the delivery of a dependable source of water for redistribution to its customers, normal service interruptions excepted.
- 2.

F. DUTIES OF THE CUSTOMER

1. Black Mountain shall install and maintain, at its sole expense, all necessary backflow devices as required by the City in the adopted Water Policies, as amended. The City reserves the right to inspect and to require Black Mountain to test, repair and replace these backflow devices as required with such replacements and/or repairs being charged to and paid by Black Mountain.
2. Black Mountain shall be held liable for any detrimental backflow occurrence into the City's water system and Black Mountain shall indemnify the City for all costs associated with a backflow occurrence.

G. LIMITATIONS ON SERVICE

1. Limitations in the delivery of water to Black Mountain shall include all limitations provided by the City's current Water Policies.
2. At its sole discretion, the City may temporarily reduce or terminate flow to Black Mountain if the City needs to perform repair work or it is necessary in the interest of public health and safety. Normal line breaks and failures may occur and natural disaster and other matters beyond the control of the City may occur. In the event of the interruption of service caused by such events, the obligation of the City shall be to make such repairs as reasonably as possible so that the delivery of water to Black Mountain will not be unnecessarily interrupted nor the failure to deliver water prolonged for an unreasonable period of time taking into consideration the nature and extent of the damage to the City's lines and facilities and available resources.

Amended Wholesale Water Purchase
Agreement with Black Mountain

3. In the event of an emergency, the City's commitment stated in B.1 of this Agreement is not applicable. In the event a reduction in the supply of water is necessary; the City agrees that Black Mountain shall not be treated differently from other similar municipal wholesale customers nor shall its supply of water be denied or reduced except for good reason. In no event, however, shall the City be held liable for said reduction or termination of service to Black Mountain.

H. GENERAL PROVISIONS

1. Any changes in applicable Federal or State laws or regulations requiring more restrictive changes in the operation of the Black Mountain water system shall automatically become a part of this Agreement, and the City shall notify Black Mountain within a reasonable length of time of any such changes. Black Mountain agrees to conform thereto.
2. The City hereby acknowledges that Black Mountain is purchasing this water for resale to its customers. The City implies no warranty or responsibility for water quality or quantity beyond Black Mountain's metered connections listed previously.
3. Black Mountain shall provide the City a minimum advance written notice of thirty (30) days prior to activating any new water supply source or new purchased water source.
4. Black Mountain shall adopt and/or maintain a water use restrictions policy at least as stringent as that policy adopted by the City for such purpose. In the event the City declares a Phase I, or III drought alert and mandatory restrictions, Black Mountain shall declare at least the same level of restrictions to its customers and enforce same.
5. Black Mountain shall indemnify and hold harmless the City, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of Black Mountain, its employees, or agents in connection with this Agreement. The City shall indemnify and hold harmless Black Mountain, its officers, employees and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of the City, its employees or agents in connection with this Agreement.
6. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.
7. This Agreement shall not be construed as a purchase of capacity in the water

Amended Wholesale Water Purchase
Agreement with Black Mountain

treatment works owned and operated by the City nor shall this Agreement be deemed to be a dedication of capacity within such water works solely to or for the benefit of Black Mountain nor shall Black Mountain be expected to pay any portion of the operation and maintenance costs of the City's treatment works and/or distribution system other than the payment of the purchase price of the water supplied under this Agreement.

8. This Agreement is between the City and Black Mountain and shall not be construed as creating a contractual relationship between the City and any particular customer of Black Mountain nor shall any customer of Black Mountain have any right or cause of action directly against the City because of this Agreement.
9. This Agreement contains the entire agreement between the parties; and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.
10. This Agreement shall be construed in accordance with the laws of North Carolina.
11. For purposes of providing notice in this agreement, the following contact persons and addresses shall control unless changed in writing:

City contact will be :
Director of Water Resources, City of Asheville
PO Box 7148
Asheville, NC 28802.

Black Mountain's contact will be:
Town Manager
160 Midland Avenue
Black Mountain, NC 28711

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, as of the days and years set out.

[SIGNATURE PAGES FOLLOW]

Amended Wholesale Water Purchase
Agreement with Black Mountain

Date: _____ CITY OF ASHEVILLE

By: _____
Esther Manheimer, Mayor

WITNESS: _____
Magdalen Burleson, City Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a notary public of said County and State, do hereby certify that Magdalen Burleson personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing Amended Wholesale Water Purchase Agreement was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Town Clerk.

WITNESS my hand and official seal, this the _____ day of _____
_____, 2019.

Notary Public

Typed or Printed Name of Notary

My Commission Expires:

Amended Wholesale Water Purchase
Agreement with Black Mountain

Date: _____

TOWN OF BLACK MOUNTAIN

By: _____
Don Collins, Mayor

WITNESS:

Angela Reece, Town Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a notary public of said County and State, do hereby certify that Angela Reece personally came before me this day and acknowledged that she is the Town Clerk of the Town of Black Mountain, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing Amended Wholesale Water Purchase Agreement was signed in its name by its Mayor, sealed with its corporate seal and attested by herself as its Town Clerk.

WITNESS my hand and official seal, this the _____ day of _____, 2019.

Notary Public

Typed or Printed Name of Notary

My Commission Expires:



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

Monday, January 14, 2019 at 6:00 p.m.

The Black Mountain Board of Aldermen will meet on **Monday, January 14, 2019 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments for Chapter 3, Section 3.6, dedication and closures of rights-of-way or land to the town.

The meeting is open to the public.



Angela Reece
Town Clerk

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

*Posted to the Town Bulletin Board 12/17/18
Published in the Black Mountain News 12/27/18 and 01/03/19*

www.townofblackmountain.org

LEGAL NOTICE CHECKLIST

NOTICE TEXT: Legal Notice for Text Amendment - Right-of-Way Closure Procedures

Legal Notice Prepared	☒	Date: 11/29/18 Initials: JT
Legal Notice Posted on Board	☒	Date: 12/17/18 Initials: AR
Legal Notice Sent to Jessica	☒	Date: 11/29/18 Initials: JT
Legal Notice Sent to Angela	☒	Date: 11/29/18 Initials: JT
Legal Notice Sent to Paper	☒	Date: 12/13/18 Initials: AR

Publish in Black Mountain News weeks of 12/27/18 and 01/03/19

Affidavit of Publication Requested	☒	Date: 12/13/18 Initials: AR
Legal Notice Attached to Agenda	☒	Date: 12/13/18 Initials: AR
Received Affidavit of Publication	☒	Date: 1/3/19 Initials: AR

Legal Notice Publication Deadlines:

Citizen Times – 2:00 p.m. 2 days in advance – ads run Wednesday through Sunday

Black Mountain News – 12:00 noon Mondays for current week publication

Black Mountain News

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: TOWN OF BLACK MOUNTAIN

Ad No.: 0003304343

Address: 160 MIDLAND AVE
BLACK MOUNTAIN NC 28711
USA

Pymt Method Invoice

Net Amt: \$69.94

Run Times: 2

No. of Affidavits: 1

Run Dates: 12/27/18, 01/03/19

Text of Ad:

LEGAL NOTICE

BLACK MOUNTAIN BOARD OF
ALDERMEN

PUBLIC HEARING

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The meeting is open to the public.

Angela Reece
Town Clerk

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Posted to the Town Bulletin Board
12/17/18
Published in the Black Mountain News
12/27/18 and 01/03/19
0003304343

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Public Hearing for Text Amendments to Right-of-Way Closure Procedures
#O-19-04

AGENDA INFORMATION

Agenda Location: PUBLIC HEARING
Item Number: 7B
Department: Building, Planning and Zoning Services Department
Contact: Jessica Trotman, Planning Director
Presenter: Jessica Trotman, Planning Director

BRIEF SUMMARY: The procedure for closing rights-of-way is not consistent with other procedures so the proposed amendments will make the noticing requirements the same as all other processes and will now require that comments from the Fire Department be included in the staff report and provide a clause that the request will move on after thirty days if no action is taken.

MOTION FOR CONSIDERATION:

1. To open the public hearing for ***Ordinance #O-19-04***.
2. To close the public hearing.
3. Adopt the Statement of Consistency.
4. Adopt ***Ordinance #O-19-04*** as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS: ***Ordinance #O-19-04***, Text Amendment Application, Planning Board Statement of Consistency, Statement of Consistency

MANAGER'S COMMENTS AND RECOMMENDATIONS: To adopt Statement of Consistency and ***Ordinance #O-19-04*** as presented [or as amended].

ORDINANCE NO. #O-19-04

AN ORDINANCE TO AMEND CHAPTER 3, SECTION 3.6 DEDICATION AND CLOSURES OF RIGHTS-OF-WAY OR LAND TO THE TOWN

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

WHEREAS, the Planning Board made a commitment to the Board of Aldermen 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 and improve text; and

WHEREAS, the following text amendments are required to carry out vision statement nine: community planning of the 2014 Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED that Chapter 3, Section 3.6 is amended with the following (additions are underlined in bold italic and deletions are shown as red struck text):

1. SECTION 3.6.2 – DEDICATION AND CLOSURES OF RIGHTS-OF-WAY OR LAND TO THE TOWN

- A. Improvements within rights-of-way, open space or easements, such as utility lines, street paving, drainage facilities or stormwater BMP's, sidewalks or trails may be accepted for maintenance by the town upon approval by the town board of aldermen.
- B. Property owners or other parties of interest may petition for the closure of a right-of-way offering through the planning department. The planning board, planning department, or other government or utility agency may also request the closure of a right-of-way. Rights-of-way closures shall follow these procedures:
 1. A right-of-way closure petition is filed with the planning department. Owners of property abutting the right-of-way or portion of the right-of-way requested for closure must sign the petition and pay a fee as established by the board of aldermen. If all owners of the abutting properties does not sign the petition, notice to abutting property owners shall be given as required by NCGS 160A-299. If the request is generated from town staff or a board or commission, the fee shall not apply.
 2. The planning director or his/her designee will prepare a staff report that includes a map that shows the length of the right-of-way from terminus to terminus, an inventory of uses within the right-of-way (if any utilities, etc.), ~~and~~ information on possible future uses from any of the town's adopted plans, **and comments from the Fire Department** and place the issue on the next planning board agenda, if the petition is filed two weeks before the date of the next meeting, or otherwise at the next meeting.
 3. **Notice of the request and pursuant review by the Planning Board shall be sent to all abutting property owners, and the notice may be sent to owners of property within 200 feet of the requested right-of-way closure, at the discretion of the Planning Board or staff.**

4. The planning board will review the request and make recommendation to the board of aldermen to accept the petition for closure, to accept the right-of-way into town control or maintenance, to close any additional area of right-of-way in addition to the petition, or to not accept the petition and leave the right-of-way as an offering.
5. The planning board shall consider any or all of the following criteria in making their recommendation for closure of a right-of-way:
 - (a) Right-of-way identified is not part of adopted town plans.
 - (b) Right-of-way is not necessary for current or future utilities.
 - (c) Right-of-way in its current condition poses a hazard to public health, safety or welfare.
 - (d) Right-of-way is along a drainage that is part of a stormwater management plan.
 - (e) Right-of-way provides a current or future corridor for a greenway, alley, or roadway that would meet a specific transportation need.
 - (f) Abutting property owners have signed the petition in favor of the closure.
 - (g) **The planning board shall have 40 days from the date of receipt of the request within which to submit a recommendation to the board of aldermen. If the planning board fails to act within the required 30-day period, it shall be deemed to support and recommend the requested closure and the petition shall proceed to the board of aldermen.**
- ~~5. The planning board may also make a recommendation to amend the scope or length of the right of way closure petition if the board determines that there are compelling reasons to do so. In these cases, the board may direct staff to contact additional abutting property owners to get their input before making a determination.~~ **The planning board may also amend the scope or length of the right-of-way closure petition as a complimentary petition to the board of aldermen.**
6. Planning board recommendation is forwarded to board of aldermen who shall establish a date for a public hearing by adopting a resolution of intent to close. The town attorney shall prepare a description of the right-of-way in question for use in setting the public hearing.
7. ~~Area for closure is posted with a visible sign, indicating the scope of the petition, the date for the public hearing, and the phone number of the staff person to contact for information.~~ **Staff shall place the resolution of intent stating the date of the public hearing in a newspaper of general circulation within the Town of Black Mountain once a week for four successive calendar weeks. Staff shall prominently post the area for closure at two locations with a visible sign indicating the scope of the petition, the date for the public hearing and the phone number of the staff person to contact for information. Staff shall also provide notice by first class mail to all abutting property owners, and may, at the discretion and direction of the Aldermen, mail such notice to all property owners within 200 feet of the requested right-of-way closure. Notice shall also be posted to the town website indicating the date and time of the hearing.**

8. Board of aldermen holds a **the** public hearing and accepts or rejects the petition for closure.

READ, APPROVED AND ADOPTED, by a vote of _____ to _____ on this the 14th day of January, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
A STATEMENT OF CONSISTENCY FOR:
TEXT AMENDMENTS TO CHAPTER 3, SECTION 3.6, DEDICATION AND
CLOSURES OF RIGHTS-OF-WAY OR EASEMENTS TO THE TOWN**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF BLACK MOUNTAIN, that they adopt the following Statement of Consistency:

WHEREAS, the Town of Black Mountain has the authority, pursuant to Part 3 of Article 19 of Chapter 160A of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the proposed text amendment has been reviewed by the Planning Board and recommends its enactment to the Board of Aldermen; and

WHEREAS, the Board of Aldermen find that this land use code text amendment is reasonable and in the public interest because of the following findings:

- The amendments will allow for better noticing that will be consistent with all other noticing requirements.
- The amendments will allow for more comments from other departments to allow for more informed decisions before closures are recommended.
-

WHEREAS, the Board of Aldermen find that this land use code text amendment is consistent with the Town of Black Mountain Comprehensive Plan 2014 Update in the following ways:

- Vision Statement 9: Community Planning – to allow for consistent noticing requirements and to allow for more information to make more informed decisions.

WHEREAS, after notice duly given, a public hearing was held on January 14, 2019 as part of the regularly scheduled Board of Aldermen meeting at 6:00 p.m. in the Board Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, THE BOARD OF ALDERMEN APPROVE THIS STATEMENT OF CONSISTENCY, by a vote of ____ to ____ on this the 14th day of January, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk



Town of Black Mountain
160 Midland Avenue ♦ Black Mountain, NC 28711
Phone: 828-419-9300 ♦ Fax: 828-669-2030
www.townofblackmountain.org

TEXT AMENDMENT APPLICATION

APPLICATION INFORMATION

Applicant Name: Town of Black Mountain Date: 11/13/18

Address: 160 Midland Ave

Phone: 419-9373 Fax: 669-2030 Email: jennifer.tipton@townofblackmountain.org

TEXT AMENDMENT LOCATION AND REQUEST

Chapter: 3 Section: 3.6 Title: Dedication and Closures of Rights-of-way or Easements to the Town

Current Text: see attached

Requested Amendment: see attached

Reason for Requested Amendment: to make process consistent with all other noticing requirements - public hearing requirements

Jennifer Tipton Applicant Signature
Jennifer Tipton Applicant Printed Name
11/13/18 Date

FOR OFFICE USE ONLY

Date Received: 11/13/18 Received by: Jennifer Tipton

Fee: \$100.00 Cash: _____ Check: _____ Credit: _____

Planning Board Meeting Date: 11/26/18 Vote: 6 to 0 For ☒ Against ☐
Lisa
as amended

Board of Aldermen Call for Public Hearing Date: 12/10/18

Board of Aldermen Meeting Date: 1/14/19 Vote: _____ to _____ For ☐ Against ☐

TOWN OF BLACK MOUNTAIN
PLANNING BOARD
CONSISTENCY STATEMENT

To: The Board of Aldermen for the Town of Black Mountain

From: The Planning Board for the Town of Black Mountain

Date: November 26, 2018

Subject: Zoning Text Amendment

Description: Amend right-of-way closures to have consistent noticing requirements

Address: N/A

The Planning Board hereby adopts and recommends to the Board of Aldermen the following statements:

☒ The zoning amendment **is approved and is consistent with the Town's comprehensive plan and is reasonable and in the public interest** because:

How consistent with plan: makes ordinance consistent with other sections of the Land Use Code

Why is it reasonable and in the public interest: makes the process equitable & fair

☐ The zoning amendment **is rejected because it is inconsistent with the Town's comprehensive plan and/or is not reasonable and in the public interest** because:

How inconsistent with the plan: _____

Why is it not reasonable and in the public interest: _____

☐ In addition to approving this zoning amendment, this approval **is also deemed an amendment to the Town's comprehensive plan**. The change in conditions taken into account amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest are as follows:

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Acceptance of Public Art Proposal

AGENDA INFORMATION

Agenda Location:	New Business
Item Number:	8A
Department:	Planning & Development Services/ Greenways Commission
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Local sculpture Julia Burr will present her information about a proposed piece of public art. The pieces is funded by a private donor who made a donation to the Black Mountain Greenway Commission for the purpose of the art to be placed along the greenway.

MOTION FOR CONSIDERATION: To adopt Resolution #R-19-04 accepting the donation of public art as proposed.

FUNDING SOURCE: The Black Mountain Greenway Commission

ATTACHMENTS: Resolution #R-19-04

MANAGER’S COMMENTS AND RECOMMENDATIONS:



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

BoA Regular Session
February 11, 2019

RESOLUTION #R-19-04

RESOLUTION OF THE BOARD OF ALDERMEN TO ACCEPT PUBLIC ART PROPOSAL

WHEREAS, the Town of Black Mountain supports art in public spaces; and

WHEREAS, the development of art in public spaces supports the Comprehensive Plan and promote the greenway system,

WHEREAS, the Town has reviewed the proposed piece of public art to be created by Julia Burr and located in Veteran's Park,

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Black Mountain, that approves and accepts the sculpture created by Julia Burr and donated by the Town of Black Mountain Greenways Commission, subject to the agreement with the donor and artist about ownership and maintenance.

READ, APPROVED AND ADOPTED by a vote of ____ to ____ this ____ day of ____, 20__.

Don Collins, Mayor

ATTEST:

Angela Reece, Town Clerk

Josh Harrold, Town Manager

julia c. burr

Artist information #1

- a. Julia C. Burr
- b. 12.10.1955
- c. Texarkana, TX
- d. 71 Fortune Street Black Mountain, NC 28711
- e. 828.242.1607
- f. burgurl@aol.com
- g. Here's what I've got under my belt:

I've got a B.F.A from the University of Tennessee and an M.F.A. from the California Institute of the Arts, studying under some of conceptual art's greatest practitioners: John Baldassari, Doug Huebler and Barbara Kruger.

I've got working smack dab in the middle of Hollywood, California during a time of explosive growth and historic innovations in the film and tv industry. It was one of the most brutal, exciting and instructive periods of my life.

I've got carving 50 foot wide high-relief billboards from blocks of foam engineered to survive 100mph wind loads and fabricating super realistic sculptures for Michael Jackson's Neverland ranch.

I've got thousands of miles traveling around the world doing 3-D design for Hard Rock International as well as designing the facade of ESPN's flagship entertainment center. And these things are just the tip of the iceberg.

I have had an extraordinary professional life and yet the most profound singular influence on my art has been living on these 2 acres in Black Mountain, NC for the last 19 years.

Inspired and grounded by this lush and powerful landscape and its natural inhabitants, my three-dimensional voice continues to gain fullness and relies more and more on the intuitive process. And while public art commissions are still on my calendar, it is the more intimate and personal scale sculptures that make my heart pound and propel me forward.

julia c. burr

Artist information #2

a. Dana Gingras

b. 03/27/76

c. CT

d. 148 Ervin Rd Mooresville NC

e. **860-309-7252**

f. Dana.gingras@mac.com

g. Dana Gingras grew up surrounded by nature in rural Northwest Connecticut, the foothills of the Berkshire Mountains. After traveling extensively throughout Europe and the United States he received his degree from The University of Connecticut. Continuing his education he won a coveted apprenticeship at Lorenz Studios and spent the next three years refining his skills working with noted glass and steel sculptor Larry Livolsi. Ever since, he has maintained a studio focusing on large-scale sculpture and custom interior pieces.

His primary mediums are glass, steel, and wood. Dana's work comes from the process of understanding these materials, their intrinsic properties, and inherent beauty. "My goal is to create something new and visually stimulating, yet still retain the natural dignity of material". His work can be found in public and private collections across the country. He currently runs Gingras Studios in Mooresville, NC.

julia c burr

Greenway commission sculpture information

I. **Artist** info-see attached

II. **Artwork Information**

- a. Located on the north side of the Black Mountain Veterans Park, on a triangle of grass approx. 17' x 14' x 12' between the large steel bridge over the Swannanoa river and the entrance to the tunnel going under I-40
- b. See attached
- c. Two curved 2" thick triangles, about 10' high, lean into each other. The tops of the triangles are deconstructing and swirling in a mutual spiral of steel and colored glass, reaching about 12' in the air. Smaller triangular and circular cut-outs will be incorporated.
- d. Tbd
- e. Mixed
- f. Approximately h- 12' w- 7' d- 3.5'
- g. We are encouraging and celebrating healthy relationships, primarily the relationship between humanity and nature: despite our strengths as individuals, it is when we connect that we can produce blow-your-top-off outcomes; the classic lesson of our strength is tenfold when we work together with love and respect.
- h. Spring 2019

III. **Fabrication information**

- a. Corten steel, mild steel, cast glass
- b. Natural finish
- c. Drawings and maquettes
- d. Burr and Gingras
- e. Welding, mechanical attachments(Simpson strong tie: Titen HD bolts), industrial epoxy

IV. **Installation**

- a. Burr and Gingras
- b. See drawings
- c. By June 2019

V. **External factors**

- a. The site offers little physical and visual obstruction from other park objects (benches, light poles, signage, etc) as well as high visibility to greenway users.
- b. There are no existing environmental factors of concern and the sculpture will not be vulnerable to any of our usual weather conditions.
- c. The sculpture was designed with an openness in order to accommodate safety not only for the various lanes of foot and bicycle traffic but also to discourage "hiding places".

VI. **Purchase information**

- a. \$12,000.00
- b. +12000.00 minimum but final\$ tbd

VII. **Maintenance**

- a. Mowing/weed eating as needed
- b. Corten is self-weathering. No maintenance necessary.
- c. As is

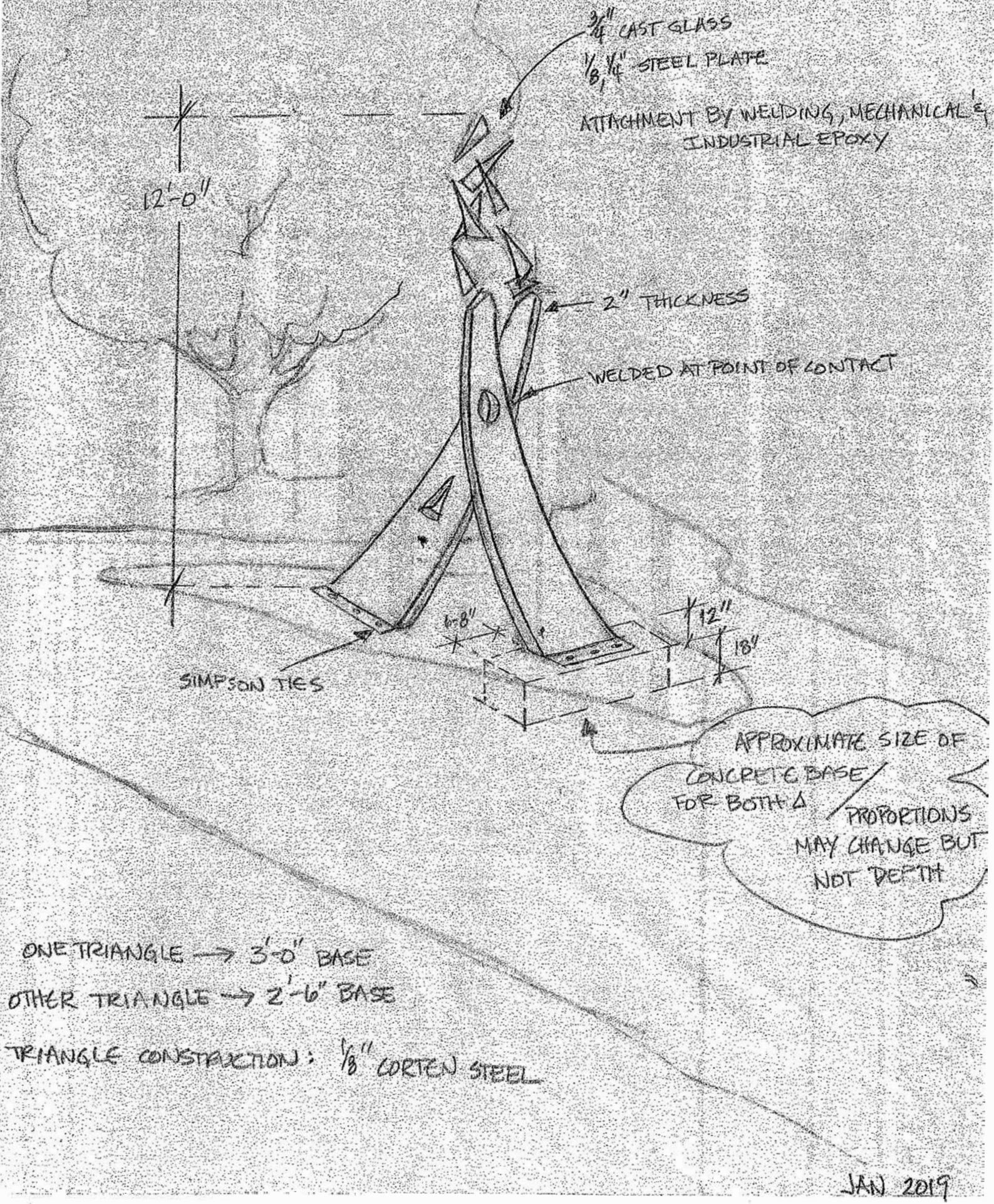
juliac.burr
artincreasesbrain size
71 fortune street
black mounlain, NC 28711

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art increases brain size
71 fortune street
black mountain, NC 28711



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 11, 2019

SUBJECT: Black Mountain Pool Rate and Policy Amendments

AGENDA INFORMATION

Agenda Location: NEW BUSINESS
Item Number: 8B
Department: Recreation
Contact: Joshua Henderson, Recreation Director
Presenter: Beth DuBrock, Pool Manager

BRIEF SUMMARY: Staff recommends rate increases to the 2019 Black Mountain Pool fee schedule to remain competitive with similar municipal pool rates. The recommended rate increases for daily and seasonal pool use will assist in offsetting pool costs.

In order to create and maintain a safer environment for all pool users, staff recommends amending the current pool policy for age of patrons without adult supervision to age 13.

MOTION FOR CONSIDERATION: To approve the revisions as presented.

FUNDING SOURCE: N/A.

ATTACHMENTS: 2019 pool rate revisions and policy amendment

MANAGER'S COMMENTS AND RECOMMENDATIONS:

2019 Pool Revisions**2018****2019****Current****1. Season Passes- Family**

(members of family in same household up to five persons)

\$20 for each extra individual \$100.00

2. Individual-\$65.00**3. Multiple Entry Pass**

(10 Visits)- \$25.00

4. Daily Admission- \$3.00**5. Employee Family Pass-Free**

(members of family in same household up to five persons)

6. Employee Individual Pass-Free**7. Pool Rental**

\$160 resident

\$220 non- resident

\$20 extra lifeguard (21-40 attendees)

8. Safety & Liability-

- a.No person under the age of twelve (12) years old will be allowed in the pool area unless accompanied by a responsible person, Eighteen (18) years of age or older.

Proposed

\$150.00 resident

\$170.00 non-resident

(\$25 for each extra individual)

\$75.00 resident

\$ 95.00 non-resident

\$25 resident

\$35 non-resident

\$3.00 resident

\$4.00 non-resident

\$50 (\$25 for each extra individual)

\$30

\$185 resident

\$245 non resident

\$25

No person under the age of thirteen (13) years old will be allowed in the pool area unless accompanied by a responsible person, Eighteen (18) years of age or older.

Minutes Follow
This Section



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
AGENDA WORKSHOP MEETING MINUTES
January 10 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, January 10, 2019 at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to review the agenda for the regular monthly meeting scheduled for Monday, January 14, 2019 at 6:00 p.m.

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 5:00 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris
Alderman Carlos Showers
Alderman Ryan Stone
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Angela L. Reece, Town Clerk
Ron Sneed, Town Attorney

Shawn Freeman, Police Chief
John Wilson, Deputy Fire Chief
Jessica Trotman, Planning Director
Joshua Henderson, Recreation Director
Jamey Matthews, Public Works Director

The Board reviewed the items that were proposed for the December 6, 2018 regular session meeting and REMOVED Item 5B, Call for Public Hearing for Text Amendment to Add Graffiti Ordinance.

Mayor Don Collins opened the meeting.

Mayor Don Collins presented the proposed agenda to the Board of Aldermen. Reverend Jeremy Shoulta of First Baptist Church will give the invocation.

Mayor Collins discussed **Items 5B**, Call for Public Hearing for Text Amendment to Add Graffiti Ordinance inquiring of the provision for an appeals review committee stating appeals have always gone through the Zoning Board of Adjustment. Attorney Ron Sneed clarified this ordinance is an exercise of police power of the town and not its zoning authority, and said that an appeal to the board of adjustment is not appropriate and the provision for appeal at this level may be unnecessary. If the board wants to give property owners a route to appeal, it may be possible

Black Mountain Board of Aldermen
Agenda Workshop Minutes -January 10, 2019

but needs to be thought out. The Board agreed the proposed ordinance should be researched further before consideration.

Alderman Larry B. Harris moved to remove Item 5B, Call for Public Hearing for Text Amendment to ADD Graffiti Ordinance from the agenda.

The motion was unanimously approved by a vote of 5-0.

Mayor Collins discussed **Items 7A**, Wholesale Purchase of Water from City of Asheville. Attorney Sneed stated he has presented a draft agreement for consideration by the board stating it is mostly based on the timeline. Alderman Larry B. Harris stated he would like more information regarding the town's fee structure to compare with the numbers in the draft agreement.

Alderman Larry B. Harris asked Planning Director Jessica Trotman to discuss **Item 8C**, River Walk Greenway Phase II Preliminary Engineering and Design contract with Michael Baker International Inc. Director Trotman stated the small area plan will result in multi modal transportation information to connect to our existing pedestrian and bike network and how to respond to some of the changing conditions as a result of the interchanges relationship to land use.

Mayor Collins discussed **Items 9A**, Public Hearing for Text Amendments to Notices of Violations for Warning Letters stating this ordinance will require everyone to receive a warning letter prior to an action.

Mayor Collins discussed **Items 9B**, Public Hearing for Text Amendments to Privilege Licenses for Building Permits stating this ordinance removes language inconsistent with state law.

Mayor Collins discussed **Items 9C**, Public Hearing for Text Amendments to Noticing Requirements stating this ordinance will make all noticing requirements consistent with state law and allows additional notice to be given but does not require it above what the state law sets forth.

There was no further discussion on the agenda by the Board.

Attorney Ron Sneed addressed the Board of Aldermen presenting them with a corrective resolution **#R-18-23**, Closure of First Street (off of Blue Ridge Assembly Drive) reminding the Board they voted 4-1 in favor of closing the street at their regularly scheduled November 19, 2018 meeting. Attorney Sneed stated the surveyor noticed the description had errors in it and said he is requesting this resolution to be re-executed to correct omitted calls in the description. This action did not require vote since it was already passed. Mayor Don Collins, Alderman Larry B. Harris, and Town Clerk Angela Reece re-signed corrected resolution #R-18-23 which is made part of and included in these minutes. A copy will be filed with the original version in the November 19-2018 meeting documents as well.

There being no further discussion, on a motion by Larry B. Harris with a vote of 5-0 Mayor Don Collins adjourned the meeting at 5:25 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor

Type: CONSOLIDATED REAL PROPERTY
Recorded: 1/14/2019 2:18:34 PM
Fee Amt: \$26.00 Page 1 of 4
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 5735 PG 1832 - 1835

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Prepared by and return to
Ronald E. Sneed (Box 47)

TOWN OF BLACK MOUNTAIN

CORRECTED RESOLUTION TO CLOSE A PORTION OF UN-OPENED, PLATTED
STREET KNOWN AS FIRST STREET, OFF BLUE RIDGE ASSEMBLY DRIVE
PLAT BOOK 19, PAGE 45
RESOLUTION #R-18-23

Submitted electronically by "Ronald E. Sneed, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Buncombe County Register of Deeds.

Book: 5735 Page: 1832 Seq: 1

RESOLUTION #R-18-23

**CORRECTED RESOLUTION TO CLOSE AN UNOPENED, PLATTED STREET
KNOWN AS FIRST STREET, PLAT BOOK 19, PAGE 45**

This Amended Resolution is executed to correct a Scrivener's Error in the description of the street portion being closed in the Resolution recorded in Book 5723 at Page 1700, Buncombe County Registry.

WHEREAS, the Town of Black Mountain has received a request from the adjoining property owners to close that unopened, platted street known as First Street; and

WHEREAS, the Planning Board for the Town of Black Mountain, after reviewing petitioners' request did recommend that the street be closed; and

WHEREAS, the Town of Black Mountain has the authority to close dedicated streets within its jurisdiction on its own motion pursuant to N.C.G.S. 160A-299; and

WHEREAS, the unopened, platted street to be closed is more particularly described as follows:

LYING AND BEING in the Town of Black Mountain, Black Mountain Township, Buncombe County, North Carolina:

BEGINNING at a No. 5 rebar set in the northern edge of First Street as said street is shown on that plat recorded in Plat Book 19 at Page 45, Buncombe County Registry, said rebar also marking the southeast corner of Tract 2 as described in that deed record in Book 5169 at Page 1476, Buncombe County Registry; thence from said Beginning and with the northern boundary of said street North 86° 23' 05" West 90.47 feet to a 3/4ths inch iron pipe marking the southern common corner of Tract 2 and Tract 1 as described in Book 5169 at Page 1476; thence continuing with the northern boundary of said street North 85° 39' 47" West 185.37 feet to a rebar set in the western edge of the right of way of Blue Ridge Assembly Drive; thence with the edge of the right of way of Blue Ridge Assembly Drive South 02° 32' 47" West 40.00 feet to an iron pin; thence leaving Blue Ridge Assembly Drive and running with the southern boundary of First Street South 86° 24' 28" East 181.91 feet to a No. 5 rebar; thence South 86° 24' 35" East 15.00 feet to a point; thence South 84° 38' 40" East 75.00 feet to a No. 5 rebar marking the northeast corner of that property described in Book 1940 at Page 54, Buncombe County Registry; thence leaving the southern boundary of First Street and running almost due north approximately 40 feet to the No. 5 rebar marking the southeast corner of Tract 2 as described in Deed Book 5169 at Page 1476, Buncombe County Registry.

WHEREAS, the Board of Aldermen of the Town of Black Mountain considered the above referenced request at its regular meeting at 6:00 p.m. on the 8th day of October, 2018 and for good cause shown, the Board of Aldermen declared its intent to close the described unopened, platted street; and

WHEREAS, a copy of the resolution adopted by the Board of Aldermen at their October 8, 2018 meeting was published in the Black Mountain News for four (4) consecutive weeks; and

WHEREAS, notice of the adoption of the resolution of intent and the public hearing on the closing of the described unopened, platted street was posted at two prominent places along said street no later than October 25, 2018; and

WHEREAS, the owners of all properties adjoining the described unopened, platted street joined in the petition to close the unopened, platted street; and

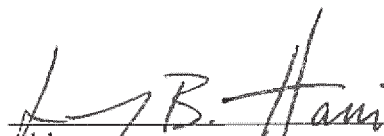
WHEREAS, a public hearing was held to receive public comment at the regular meeting of the Board of Aldermen in the Board meeting room in the Town Hall Building on Monday, November 19, 2018 at 6:00 p.m.; and

WHEREAS, it appears to the satisfaction of the Board of Aldermen that closing the described unopened, platted street is not contrary to the Town, and that no individual owning property in the vicinity of said unopened, platted street would be hereby deprived of reasonable means of ingress or egress; but

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

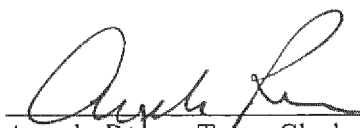
1. Pursuant to the North Carolina General Statute Section 160A-299, that unopened, platted street described shall be permanently closed to public use.
2. The closing is subject to the retention by the Town of easements for any existing water, sewer, or other existing utility lines.
3. Pursuant to North Carolina General Statute Section 160A-299, a certified copy of this resolution and order shall be filed in the Office of the Register of Deeds for Buncombe County, North Carolina, if and at such time as the contingencies set out above are met.

I move the adoption of the foregoing resolution:

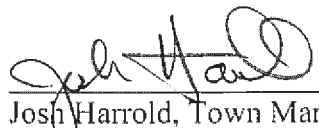

Alderman

READ, APPROVED AND ADOPTED, by a vote of 4 to 0 on the 19th day of November, 2018.

ATTEST:


Angela Reece, Town Clerk

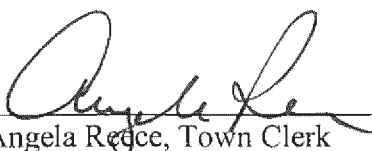

Don Collins, Mayor


Josh Harrold, Town Manager

CERTIFICATE

I, Angela Reece, Town Clerk for the Town of Black Mountain, North Carolina, do hereby certify that the foregoing is a true and accurate copy of Resolution #R-18-23 adopted at the regular meeting of the Black Mountain Board of Aldermen on November 19, 2018, and re-executed on January 10, 2019, to correct omitted calls in the description, and said Amended Resolution #R-18-23 is duly filed in the Official Records of the Town of Black Mountain dated November 19, 2018.




 Angela Reece, Town Clerk

STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE

I, Cortney N. Kidd, a Notary Public of the aforesaid County and State, do hereby acknowledge that Angela Reece, Town Clerk of the Town of Black Mountain, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing certificate.

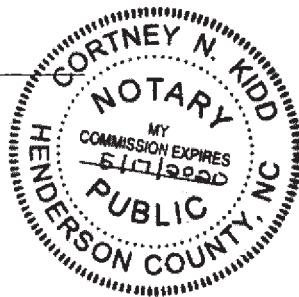
WITNESS my hand and Notarial Seal, this the 11th day of January, 2019.


 Notary Public

Cortney N. Kidd
 Typed or Printed Name of Notary

My Commission Expires:

5/17/2020





TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **January 14, 2019**

Time: **6:00 p.m.**

Regular Session Minutes

*The agenda and all related documentation may be accessed electronically via Wi-Fi in Town Hall. From your laptop or smartphone, access the Town's website at www.townofblackmountain.org. Click on **Town Government** and select **Mayor and Board of Alderman** to download materials for all Town board meetings.*

 **Conserve resources; print only when necessary.**

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door.

*Should you need other assistance or accommodation for this meeting, please contact
Town Clerk Angela Reece at 419-9310, or by email at townclerk@townofblackmountain.org
(828) 419-9300 / TDD (800) 735-2962*

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 6:00 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris
Alderman Ryan Stone
Alderman Carlos Showers
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager/Finance Director
Angela Reece, Town Clerk
Ron Sneed, Town Attorney
John Wilson, Deputy Fire Chief
Rob Austin, Lieutenant

Mayor Don Collins welcomed everyone and led the Pledge of Allegiance. Public Works Director Jamey Matthews gave the invocation.

Mayor Collins thanked everyone in attendance and expressed appreciation to all those who were attending for the first time and also the viewing audience. The re-broadcast of each regular meeting is shown throughout the month on Charter Cable's Buncombe County Channel 192 at 8:00 p.m. on Sundays. Meetings initially air the same week in which they occur and are shown weekly until the next regularly scheduled meeting. Citizens may also go to the Town website www.townofblackmountain.org at any time and view the most recent regular meeting of the Board.

In his announcements Mayor Collins extended his condolences to Black Mountain News Reporter, Fred McCormick of the recent passing of his mother.

Black Mountain Board of Aldermen
Regular Session Minutes – January 14, 2019

2. PROCLAMATION AND AWARD RECOGNITION

A. MLK Proclamation – Mayor Collins proclaimed January 14, 2019 as Dr. Martin Luther King Jr. Day in the Town of Black Mountain and encouraged attendance at the 29th Annual Swannanoa Valley Prayer Breakfast on Saturday February 9, 2019 at Camp Dorothy Walls.

B. Recognition of Achievement – Lieutenant Rob Austin recognized and congratulated Lieutenant Joe Kidd for completing the NC Justice Academy Management Development Course. Lieutenant Austin stated this was an eleven month course and participant selection was very competitive across the State.

Lieutenant Austin recognized and congratulated Sergeant Chris Staton for completing the Blue Ridge Leadership Academy. Lieutenant Austin stated this was a six week course and was also a very intensive program.

C. Life Saving Award – Lieutenant Rob Austin presented a Life Saving Award to Officer Joe Burris for saving a life on November 14, 2019 by administering Narcan.

3. CITIZEN COMMENTS

*Individuals wishing to address the Board 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 Board. **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.*

Gary Biggers, of Black Mountain addressed the Board of Aldermen expressing support and praise for Black Mountain public safety personnel referring to a recent incident where a tree fell on a mobile home trapping a child.

Elaine Lotzenheiser, of Black Mountain addressed the Board of Aldermen expressing her concern for citizen safety during hazardous weather during the December 10, 2019 regular session meeting. Mrs. Lotzenheiser referred to a letter she wrote to the Black Mountain News. Mrs. Lotzenheiser also encouraged support of the local news reporters and staff (Fred McCormick, Lyn Prince, and Christine Penland) by purchasing subscriptions and writing letters to the Citizen Times.

Mary Standaert, of Montreat addressed the Board of Aldermen thanking them for support and attendance of the 125th Anniversary of the Town of Black Mountain and 100th Anniversary of the Chamber of Commerce stating there were over 300 participants. Mrs. Standaert also encouraged support of the Black Mountain News and asked citizens to write letters in support of the local paper and staff to the Citizen Times as well as purchase subscriptions.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

Black Mountain Board of Aldermen
Regular Session Minutes – January 14, 2019

A. Black Mountain Fire Department Annual Report – John Wilson, Deputy Chief gave the annual report to the Board of Aldermen which is made part of and included in these minutes. John Wilson, Deputy Fire Chief of the Black Mountain Fire Department, presented the annual Black Mountain Fire Department report to the Board of Aldermen. The Black Mountain Fire Department is a combination department with paid and volunteer firefighters who protect 54 square miles encompassing the Town of Black Mountain and the East Buncombe Fire District. The department has achieved a class 3 ISO rating. Deputy Chief Wilson stated the Fire Department responded to 2,529 calls in 2018 and performed 1,274 fire inspections. He reported a total estimate of \$3,023,600 in exposures and \$220,500 in loss for 2018.

B. Black Mountain Library Board Annual Report – Bob Woodward, Chair of the Black Mountain Library Board presented the annual Library Board report to the Board of Aldermen and thanked them for their continued support. Mr. Woodward stated activities over the past year have focused on revitalization and restoration of the library building. Mr. Woodward stated many improvements have been made for safety and access. He stated the public will also begin to see improvements to the front area landscaping of the library soon. Mr. Woodward stated over 120,000 items were being circulated in 2018 and said they have issued over 1,500 new library cards and had close to 95,000 visitors last year. Mr. Woodward introduced the new Library Director, Melissa Pressley and encouraged the public to drop by and visit her.

C. Urban Forestry Commission Annual Report – Sheridan Hill, Chair of the Urban Forestry Commission, presented the annual Urban Forestry Commission report to the Board of Aldermen which is made part of and included in these minutes. Ms. Hill discussed activities for the year including tree mapping, public development and outreach, Arbor Day, and Tree City USA Certification.

5. 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.

Town Manager, Josh Harrold presented the consent agenda to the Board of Aldermen.

A. Adoption of Minutes

Motion: *To adopt the minutes of December 10, 2018 (Agenda Session), December 10, 2018 (Closed Session), and December 14, 2018 (Regular Session).*

B. Resolution Authorizing Application for Funding (Governors Highway Safety) #R-19-01

Manager Harrold stated this resolution is necessary to allow the Police Department to apply for \$17,500 in grant funding through the Governors Highway Safety Program.

Motion: *To approve Resolution #R-19-01 as presented.*

Vice Mayor Maggie Tuttle moved to approve consent items A-B as presented. The motion was approved by a vote of 5-0.

Black Mountain Board of Aldermen
Regular Session Minutes – January 14, 2019

6. CITIZEN COMMENTS

The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. 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.

There were no citizen comments.

7. UNFINISHED BUSINESS

A. Agreement for Wholesale Purchase of Water from City of Asheville

Assistant Town Manager/Finance Director Dean Luebbe provided a water department summary handout to the Board of Aldermen which is included and made part of these minutes. Mr. Luebbe stated the town currently services 3,500 water customers utilizing an average of 3,500 gallons per month each and said the Town bills a total of 15M gallons per month to its customers. Mr. Luebbe stated the 600 new water customers would increase water needs by approximately 20% or 100,000 gallons per day. Mr. Luebbe discussed fixed costs, capacity fees and rate increases. Mr. Luebbe stated the extra revenue generated by the new customers will not cover all of the water projects the fund needs to pay for without a rate increase and said he will prepare additional data for the Board to consider during the budget process. Alderman Larry B. Harris stated he is asking for figures to be presented to the Board for additional capacity to accommodate the Avadim expansion, new water customers, and future growth. Alderman Harris clarified 300 new water customers will come into the system in June 2020 with the estimated water usage of 50,000 gallons per day, 300 new water customers will come into the system in June 2021 with the total estimated water usage for the (600 new water customers) of 100,000 gallons per day and stated the Avadim expansion will come into the system in 2020 with the estimated water usage of 50,000 gallons per day. Attorney Sneed has written a proposed draft water purchasing agreement which includes these timetables and figures. Attorney Sneed stated he would contact the City of Asheville and work out the exact language regarding increments and bring back to the Board next month. Further information will be presented to the Board regarding this agreement and figures at their February 11th meeting.

8. NEW BUSINESS

A. Flat Creek Greenway Repair Contract (Headwaters Engineering)

Planning Director Trotman stated the Town has asked Headwaters Engineering to provide construction administration and oversight for the Flat Creek Greenway repair project. She stated this contract has been reviewed by the Town Attorney and requires board approval before it can be executed by the Town Manager. The contract is for \$5,100.

Alderman Larry B. Harris moved to approve the Flat Creek Greenway Repair Contract with Headwaters Engineering in the amount of \$5,100 as presented. The motion was approved by a vote of 5-0.

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B. Blue Ridge Road Small Area Plan Consulting Services Contract (Wetherill Engineering)

Planning Director Trotman stated the Town issued an RFP for consulting services for a small area plan for Blue Ridge Road and said the winning proposal is from Wetherill Engineering. She stated this contract has been reviewed by the Town Attorney. The contract is for \$30,000.

Alderman Larry B. Harris moved to approve the Blue Ridge Road Small Area Plan Consulting Services Contract with Wetherill Engineering in the amount of \$30,000 as presented.

The motion was approved by a vote of 5-0.

C. River Walk Greenway Phase II Preliminary Engineering & Design Contract (Michael Baker International)

Planning Director Trotman stated the contract provided by Michael Baker International has been approved by NC DOT and has been reviewed by the Town Attorney. She stated upon execution of this contract the Town will be fully engaged in the preliminary engineering, design and right-of way acquisition of Phase II of the River Walk Greenway. Director Trotman stated the final product will be a project ready to go to bid for construction. The total cost of this contract is \$748,177.97. The town is responsible for 20% of the project costs which is \$149,635.60. Attorney Sneed stated the delay in presenting this contract was due to federal funding guidelines which have now in compliance. Alderman Larry B. Harris inquired if this included the sidewalk spur of the greenway from Black Mountain Avenue into downtown and Director Trotman confirmed this adding that it will take approximately 2 years. Board members asked if the sidewalks can be prioritized and Director Trotman clarified that there are additional standards the spur must comply with above standard sidewalks to comply with ADA requirements and said there will be a finalization meeting to iron out all of the timeline expectations with the Board between NCDOT where this priority can be discussed further.

Alderman Larry B. Harris moved to approve the preliminary engineering & design contract with Michael Baker International as presented.

The motion was approved by a vote of 5-0.

9. PUBLIC HEARING

The chair will recognize individuals requesting to address the Board regarding the specific topic of the public hearing. Public hearing comments by any on 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.

A. Public Hearing Text Amendments to Notices of Violations for Warning Letters #O-19-01

Planning Director Trotman stated the current language says that staff may provide a warning letter upon determination that a violation exists. She said in order to keep the process equitable and fair, the proposed amendment replaces “**may**” with “**shall**” to require that all determination of violations receive a warning letter before a notice of violation and removes the sentence that says that “warning is not required before issuance of a notice of violation”. Director Trotman stated

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language has also been added to provide that a warning will not be required if the violation causes an imminent risk to persons or property.

***Vice Mayor Maggie Tuttle moved to open the public hearing on Ordinance #O-19-01 for text amendments to notices of violations for warning letters.
The motion was approved by a vote of 5-0.***

There were no citizen comments.

***Alderman Carlos Showers moved to close the public hearing.
The motion was approved by a vote of 5-0.***

***Alderman Larry B. Harris moved to adopt the Statement of Consistency.
The motion was approved by a vote of 5-0.***

***Alderman Larry B. Harris moved to adopt Ordinance #O-19-01 as presented.
The motion was approved by a vote of 5-0.***

B. Public Hearing Text Amendments to Privilege Licenses for Building Permits #O-19-02

Planning Director Trotman reminded the Board that in 2015, the NC General Assembly repealed the authority for cities to issue privilege licenses. She stated as such, the current language that requires a privilege license be obtained for building permits is now obsolete and not enforceable so the proposed amendment removes the language from the ordinance.

***Alderman Larry B. Harris moved to open the public hearing on Ordinance #O-19-02 for text amendments to privilege licenses for building permits.
The motion was approved by a vote of 5-0.***

There were no citizen comments.

***Vice Mayor Maggie Tuttle moved to close the public hearing.
The motion was approved by a vote of 5-0.***

***Alderman Larry B. Harris moved to adopt the Statement of Consistency.
The motion was approved by a vote of 5-0.***

***Vice Mayor Maggie Tuttle moved to adopt Ordinance #O-19-02 as presented.
The motion was approved by a vote of 5-0.***

C. Public Hearing for Text Amendments to Noticing Requirements #O-19-03

Planning Director Trotman stated processes for noticing requirements are indifferent. Director Trotman said the proposed amendments will make all noticing requirements the same across twelve ordinances ensuring that all processes are equitable and fair for all citizens. Director Trotman stated this applies to mailings, notices in the newspaper, and where things are physically located on the property.

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***Alderman Larry B. Harris moved to open the public hearing on Ordinance #O-19-03 for text amendments to noticing requirements.
The motion was approved by a vote of 5-0.***

There were no citizen comments.

***Vice Mayor Maggie Tuttle moved to close the public hearing.
The motion was approved by a vote of 5-0.***

***Alderman Larry B. Harris moved to adopt the Statement of Consistency.
The motion was approved by a vote of 5-0.***

***Vice Mayor Maggie Tuttle moved to adopt Ordinance #O-19-03 as presented.
The motion was approved by a vote of 5-0.***

D. Public Hearing for Text Amendments to Right-of-Way Closure #O-19-04

Planning Director Trotman stated the procedure for closing rights-of-way is not consistent with other procedures so the proposed amendments will make the noticing requirements the same as all other processes and will now require that comments from the Fire Department be included in the staff report and provide a clause that the request will move on after thirty days if no action is taken. Attorney Ron Sneed gave recommendations that the notice requirements be left the same as required by NC General Statutes (notice only to adjoining property owners) as there is case law regarding this required notice if any questions arise, and if the board wants to have notice given to additional parties or property owners, such notice should be optional and not required.

Alderman Ryan Stone stated he understands Attorney Sneed's recommendations for the amendment to reflect the NC General Statutes but said he believes additional noticing requirements to adjoining property owners allows more people to be informed and allowed to participate in the process. Alderman Stone stated he would feel comfortable with the proposed amended language.

***Alderman Larry B. Harris moved to open the public hearing on Ordinance #O-19-04 for text amendments to right-of-way closures.
The motion was approved by a vote of 5-0.***

Elaine Lotzenheiser of Black Mountain addressed the Board of Aldermen stating she feels the Board of Aldermen should run the proposed amendments back by the planning board before a vote is taken.

Planning Director Trotman stated she would be happy to take the proposed changes back to the planning board for comment at the direction of the Board of Aldermen.

Attorney Sneed recommended that this public hearing be recessed to a date certain to avoid noticing violations to allow for further comment by the planning board.

Alderman Carlos Showers moved to recess the public hearing on Ordinance #O-

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***19-04 for text amendments to right-of-way closures until the next regularly scheduled board meeting to be held on Monday, February 11, 2019 at 160 Midland Ave. Black Mountain at 6:00 p.m.
The motion was approved by a vote of 5-0.***

10. COMMUNICATION FROM STAFF

- A. Town Attorney – Attorney Ron Sneed – none at this time
- B. Town Manager – Manager Harrold reminded everyone town offices will be closed on Monday, January 21, 2019 in observance of Martin Luther King Jr. Manager Harrold also advised the Board he spoke with Black Mountain Commerce Park Project Engineer Jesse Gardner regarding federal funding and the government shut down stating the Town will be responsible for \$100,000 of the project fund match in January and said a larger bill would follow in February. Alderman Larry B. Harris clarified this is not out of the norm for the town to pay and then be reimbursed when grant funding is allocated for a project. Manager Harrold announced a goal & priority setting workshop with the Board of Aldermen on February 2, 2019 at 12:30 at 160 Midland Ave. Black Mountain.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Carlos Showers thanked Black public safety employees for the outstanding job they do each day. Mayor Collins seconded this and added special thanks to the Black Mountain Police Department stating they had taken up donations and purchased items for the child who was trapped in the mobile home that was crushed by a tree recently.

12. ADJOURNMENT

***Alderman Carlos Showers moved to enter into closed session to consult with the town attorney, as permitted in NCGS § 143.318.11(a)(3) at 7:16 p.m.
The motion was unanimously approved by a vote of 5-0.***

***Alderman Larry B. Harris moved to return to open session at 7:26 p.m.
The motion was unanimously approved by a vote of 5-0.***

There being no further business, on a motion made by Alderman Carlos Showers and with a vote of 5-0, Mayor Don Collins adjourned the meeting at 7:28 p.m.

ATTEST:

Black Mountain Board of Aldermen
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Angela L. Reece, Town Clerk

Don Collins, Mayor



Office of the Deputy Chief

106 Montreat Road

Black Mountain, NC 28711

828-419-9320 (office)

828-669-8673 (fax)

john.wilson@townofblackmountain.org



2018

CALLS:

Structure / Vehicle / Brush	17	9	6
Investigations - Good Intent			551
Medical - BLS / ALS		1043	163
MVA - No Extrication / Extrication		103	2
Other Rescue			26
Haz Mat - Hazardous Condition			137
Service Calls			269
er Calls			102
Mutual Aid Received / Given		50	74

CITY	RURAL
1652	877

TOTAL CALLS
2529

MULTIPLE CALLS
838

MUTUAL AID			
GIVEN	74	RECEIVED	50

EXPOSURE / LOSS AMOUNTS

CITY	
EXPOSURE	\$1,375,400.00
LOSS	\$84,900.00

RURAL	
EXPOSURE	\$1,648,200.00
LOSS	\$135,600.00

FIRE RELATED INJURIES	0
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FIRE DEATHS	1
-------------	---

RESPONSE AVERAGE	
DAY	10 P / 4 V
NIGHT	7 P / 1 V

AVERAGE ON DUTY
6

INSPECTIONS	
BUSINESS	776
RESIDENTAL	34
PREVENTION	464

TOTAL INSPECTIONS
1274

MAN-HOURS	
CALLS	24273
TRAINING	10598
VOLUNTEER EXTRA DUTY	761.5

TOTAL MAN-HOURS
35632.5



Office of the Deputy Chief

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January - June 2018

CALLS:

Structure / Vehicle / Brush	9	5	5
Investigations - Good Intent			269
Medical - BLS / ALS		565	68
MVA - No Extrication / Extrication		43	1
Other Rescue			16
Haz Mat - Hazardous Condition			60
Service Calls			106
Other Calls			30
Mutual Aid Received / Given		31	48

CITY	RURAL
841	410

TOTAL CALLS
1251

MULTIPLE CALLS
392

MUTUAL AID
GIVEN 48 RECEIVED 31

EXPOSURE / LOSS AMOUNTS

CITY
EXPOSURE \$786,650.00
LOSS \$84,650.00

RURAL
EXPOSURE \$340,200.00
LOSS \$15,600.00

FIRE RELATED INJURIES	0
-----------------------	---

FIRE DEATHS	1
-------------	---

RESPONSE AVERAGE
DAY 9 P / 4 V
NIGHT 7 P / 1 V

AVERAGE ON DUTY
6

INSPECTIONS
BUSINESS 438
RESIDENTIAL 2
PREVENTION 43

TOTAL INSPECTIONS
483

MAN-HOURS
ALL CALLS 12321
TRAINING 4740.5
VOLUNTEER EXTRA DUTY 629.5

TOTAL MAN-HOURS
17691



Office of the Deputy Chief

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July - December 2018

CALLS:

Structure / Vehicle / Brush	8	4	1
Investigations - Good Intent			282
Medical - BLS / ALS		478	95
MVA - No Extrication / Extrication		60	1
Other Rescue			10
Haz Mat - Hazardous Condition			77
Service Calls			163
Fire Calls			72
Mutual Aid Received / Given		19	26

CITY

811

RURAL

467

TOTAL CALLS

1278

MULTIPLE CALLS

446

MUTUAL AID

GIVEN

26

RECEIVED

19

EXPOSURE / LOSS AMOUNTS

CITY

EXPOSURE	\$588,750.00
LOSS	\$250.00

FIRE RELATED INJURIES	0
-----------------------	---

RESPONSE AVERAGE

DAY	10 P / 3 V
NIGHT	

INSPECTIONS

BUSINESS	338
RESIDENTIAL	32
PREVENTION	421

MAN-HOURS

CALLS	11952
TRAINING	5857.5
VOLUNTEER EXTRA DUTY	132

RURAL

EXPOSURE	\$1,308,000.00
LOSS	\$120,000.00

FIRE DEATHS	0
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AVERAGE ON DUTY

6

TOTAL INSPECTIONS

791

TOTAL MAN-HOURS

17941.5

Black Mountain Fire Department

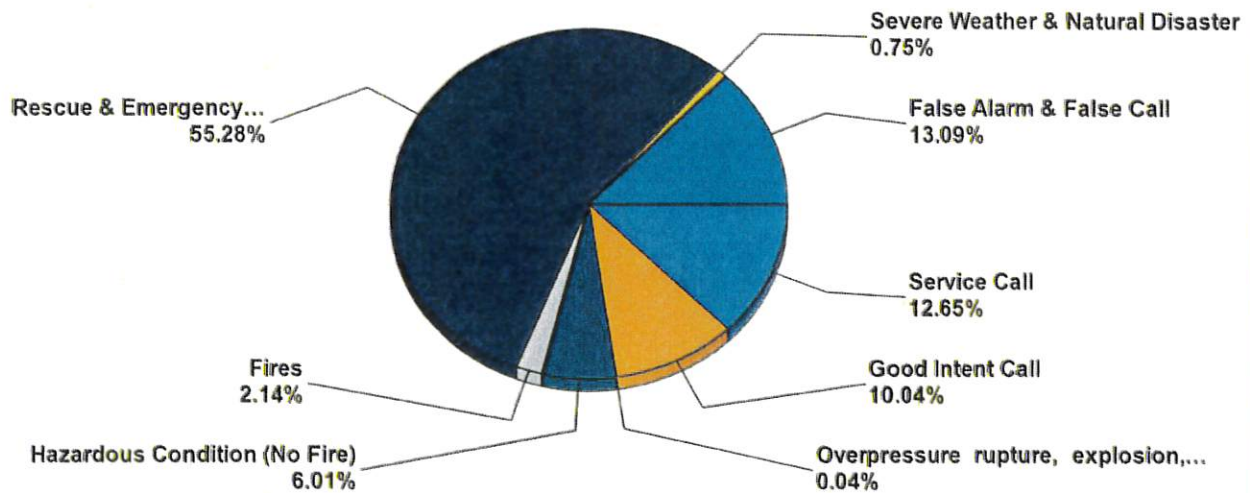
Black Mountain, NC

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2018 | End Date: 12/31/2018



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	54	2.14%
Overpressure rupture, explosion, overheat - no fire	1	0.04%
Rescue & Emergency Medical Service	1398	55.28%
Hazardous Condition (No Fire)	152	6.01%
Service Call	320	12.65%
Good Intent Call	254	10.04%
False Alarm & False Call	331	13.09%
Severe Weather & Natural Disaster	19	0.75%
TOTAL	2529	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



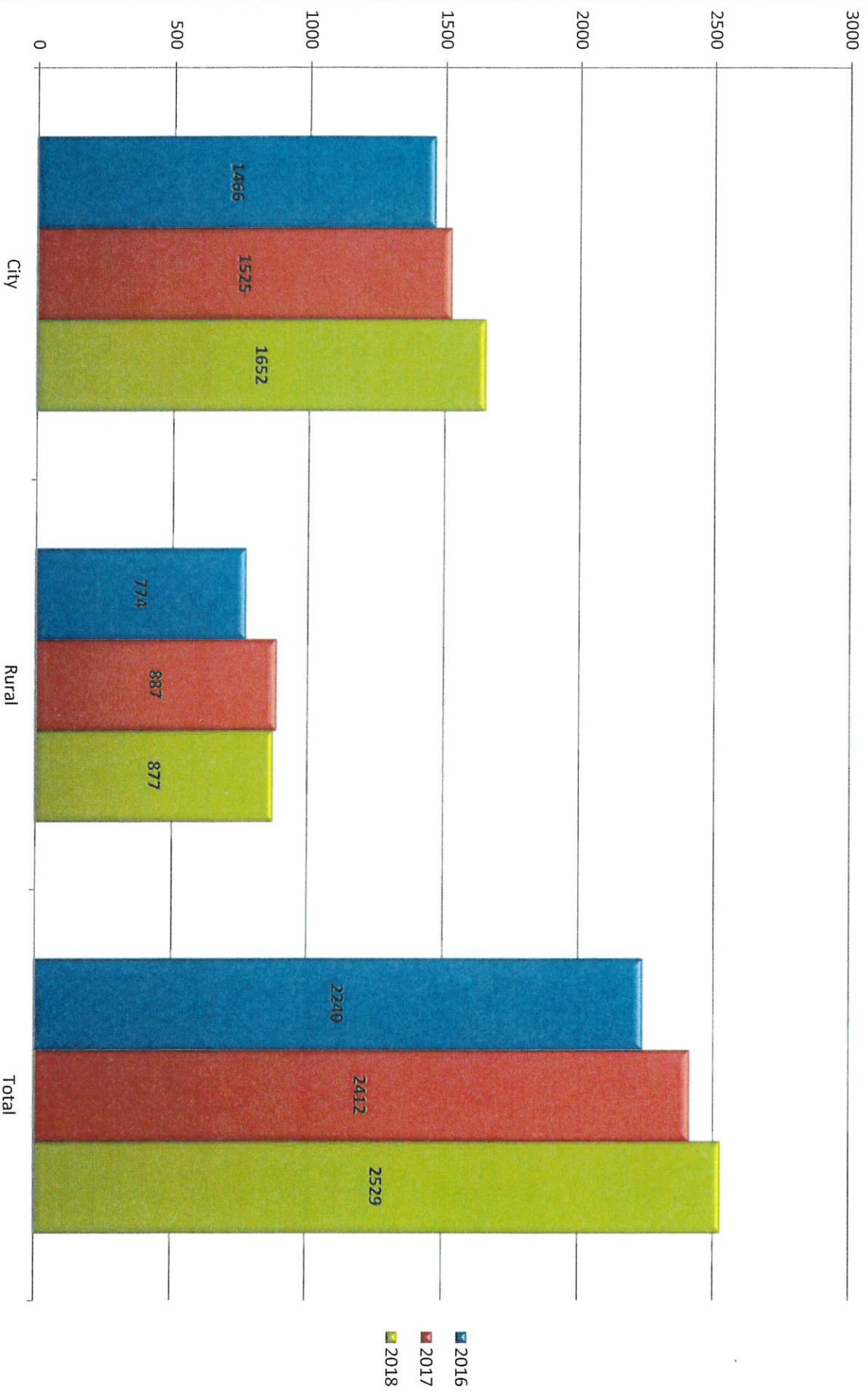
**EMERGENCY
REPORTING**

emergencyreporting.com

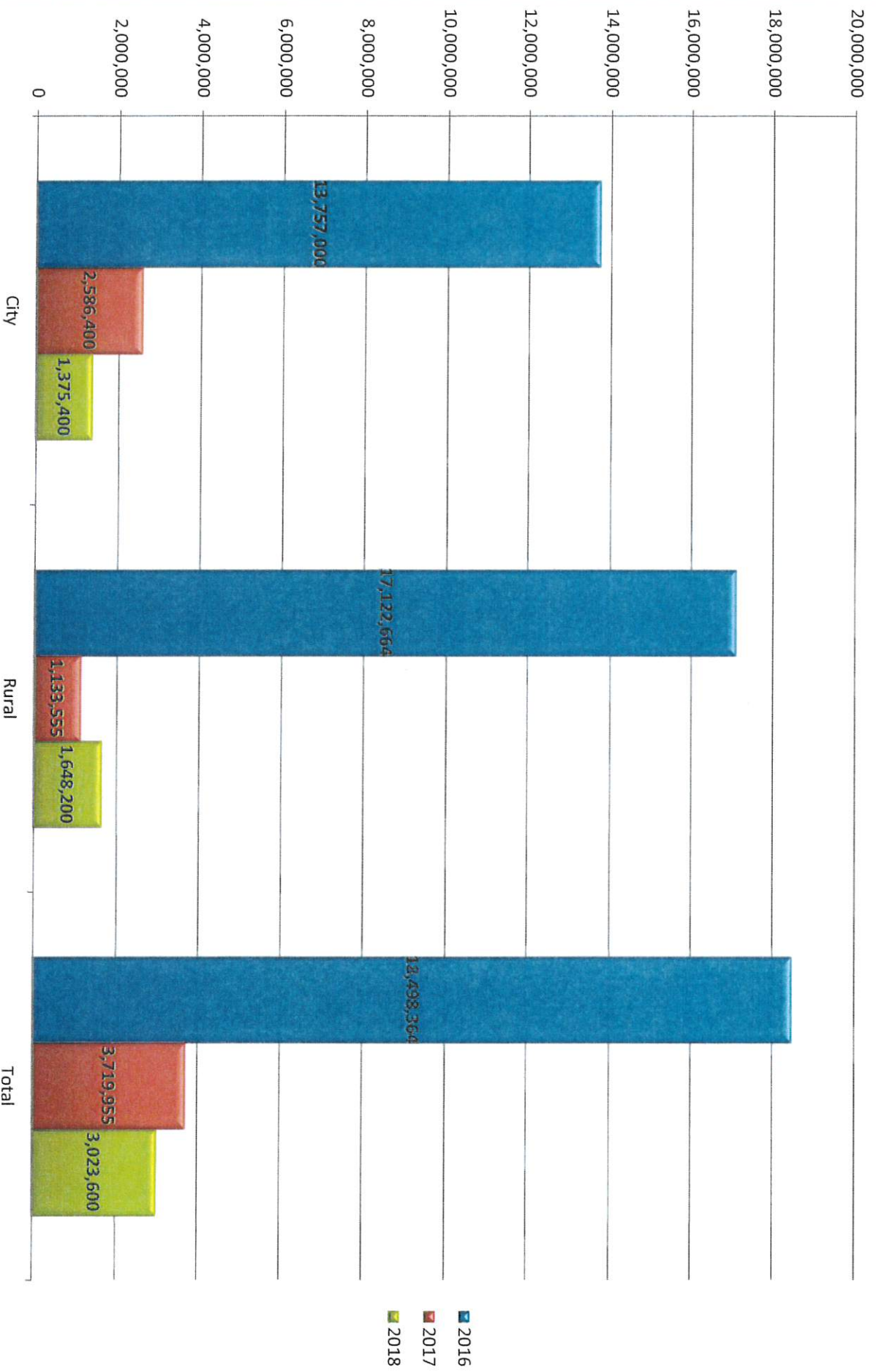
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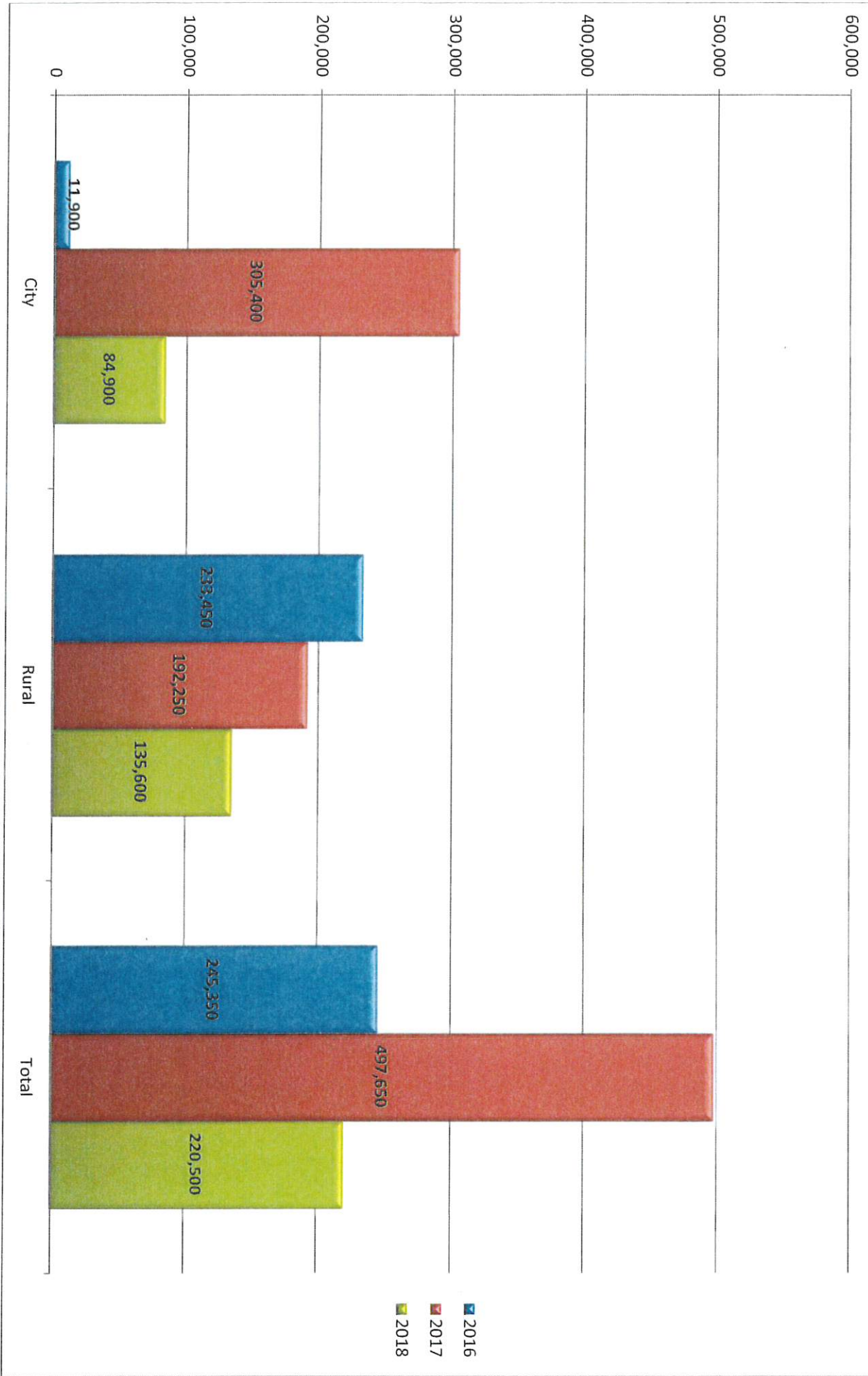
Calls



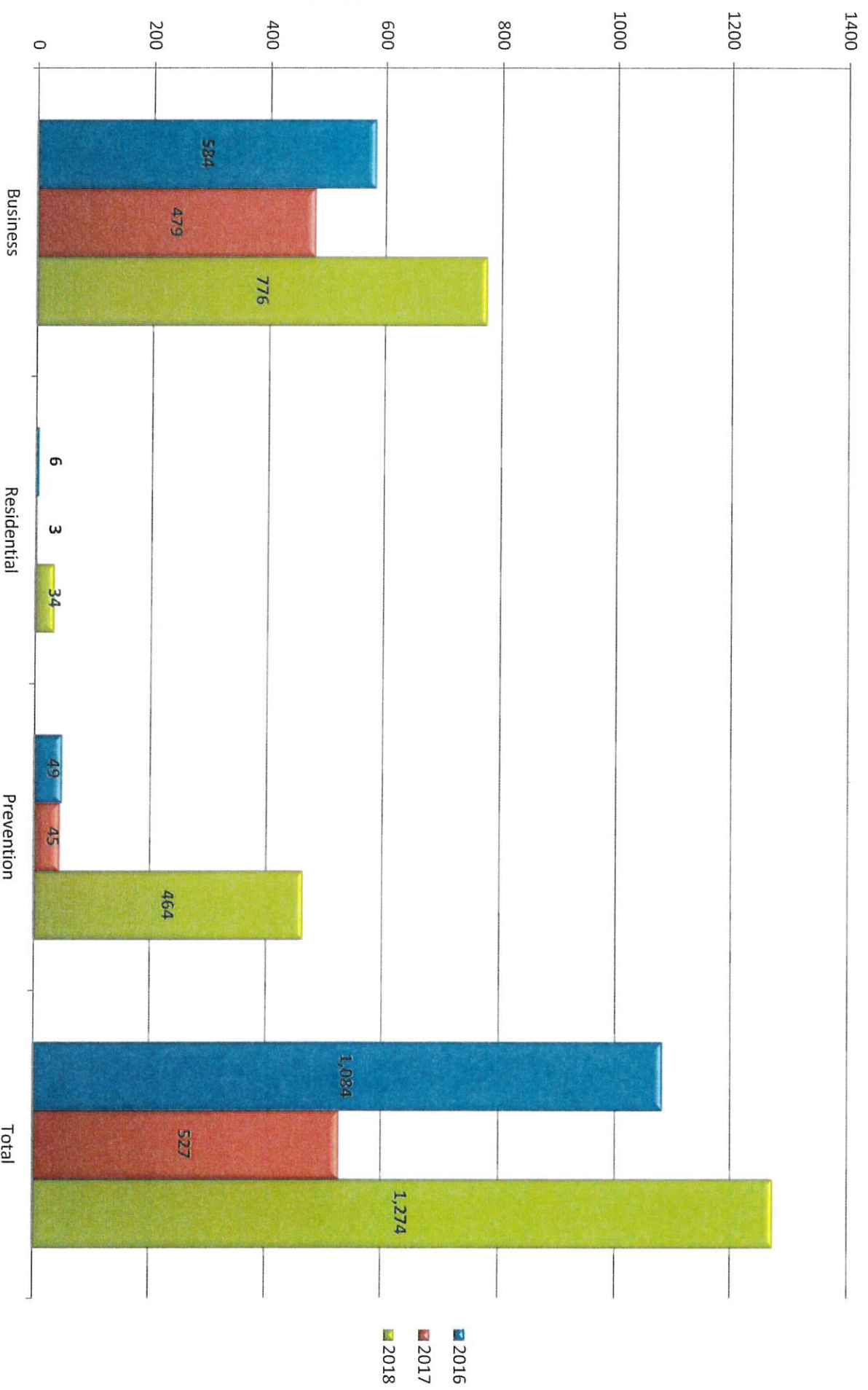
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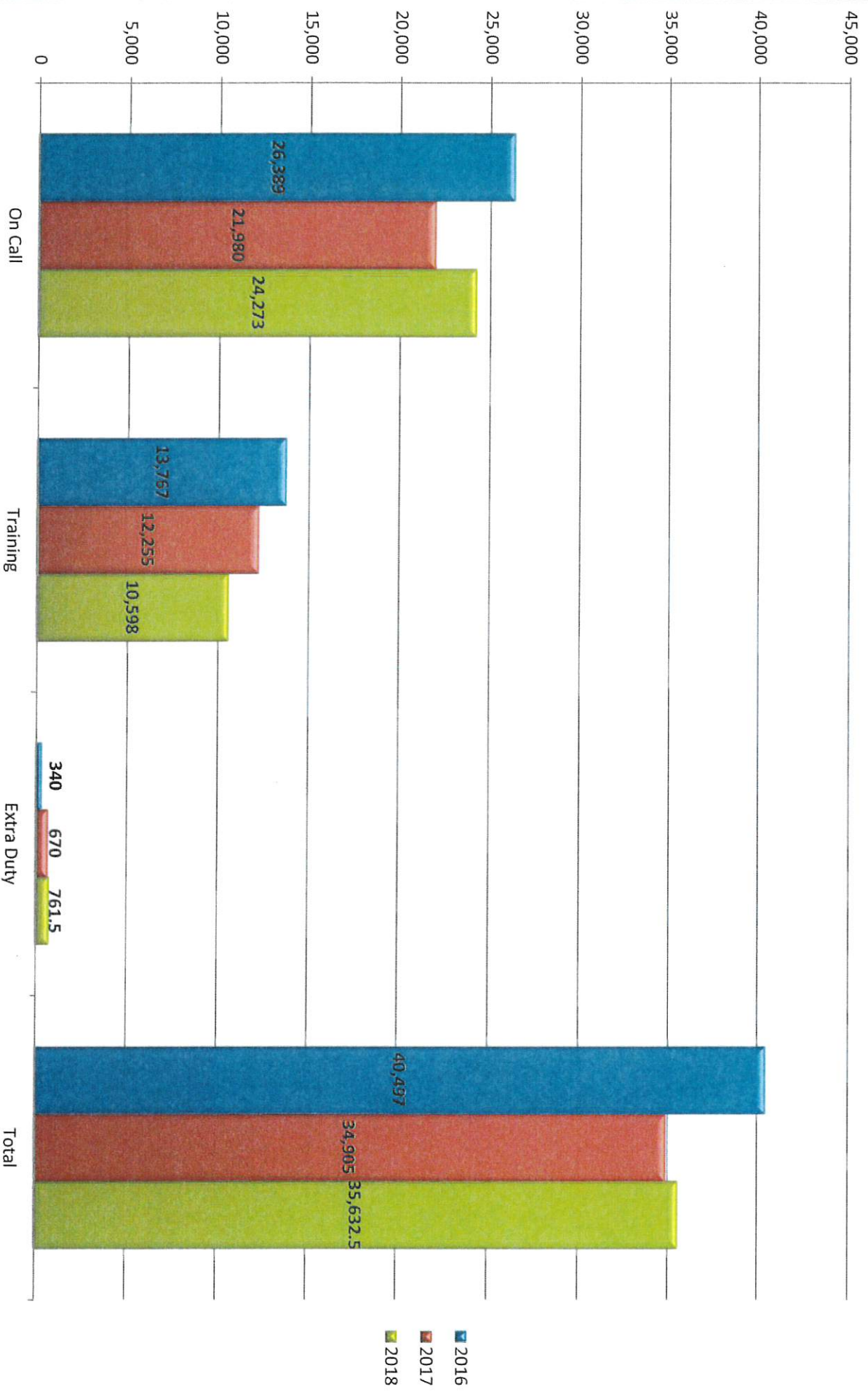
Property Loss



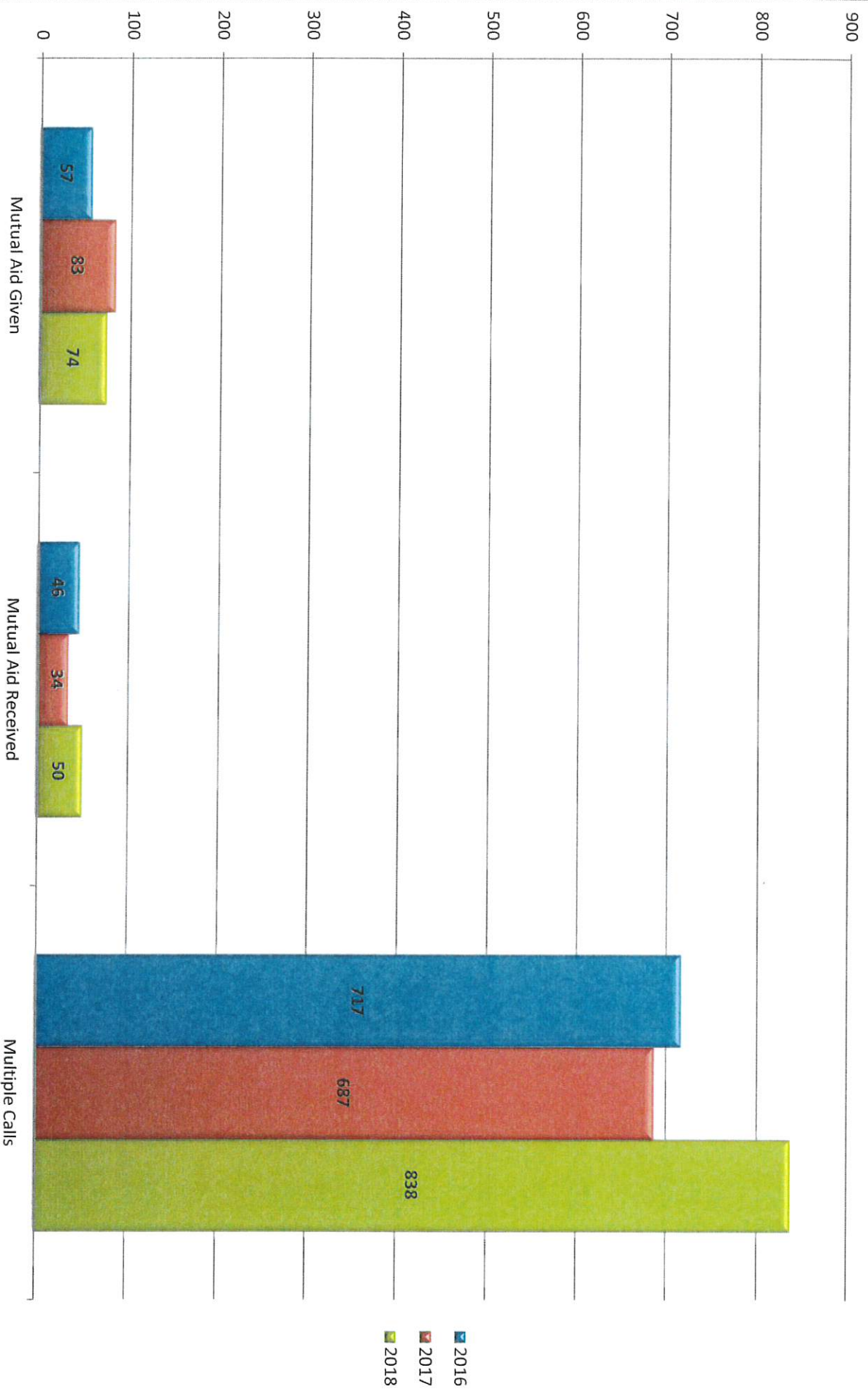
Inspections



Hours of Service



Mutual Aid & Multiple Calls



2018 Fire Department Activities

Mt Mitchell Marathon

Fire Department Banquet

Safety Saturday (500 people reached)

Field Day at the Schools (640 students reached)

Montreat Parade

July 4th Celebration

Fire Prevention in the Schools (640 students reached)

Halloween on Church Street (2000 people reached)

Town Hall Day

Fire Department Open House (1200 people reached)

Town Hall Day

Deck the Trees (helped raise \$27,761 for Heating Assistance)

Fire Department Kids Christmas Party

Christmas Cheer (assisted PD with wrapping and delivery)

CPR Training (45 taught in Black Mountain)

Station Tours (several times a month)

2017-2018 Urban Forestry Commission (UFC) Annual Report

Evaluation and Study of Replacement Trees Along State Street

Town staff requested that UFC offer recommendations for replacement trees along State Street. In response, UFC:

- Twice walked State Street historic area and evaluated existing trees: condition, type, size, etc.
- Twice in regular meeting discussed with Town Staff replacement tree recommendations, including replacing some trees with planters.
- Photographed the existing trees along State St. to help the Town in the recommendation for the ARC Grant.
- Consulted with two local arborists on tree choices for State Street
- Discussed several recommendations with staff in regular meeting.

Tree Mapping

- Initial review of tree mapping project utilizing City of Asheville Tree Mapping software to create a baseline of established and existing trees in the Town Limits.
- Continued discussions on creating a tree census in Town and the need for a volunteer group to accomplish this.

Public Education Development and Outreach

- Drafted an annual events and goals calendar which will guide future UFC members as to what should be accomplished during the year.
- Thoroughly reviewed, edited, and created a proposed Statement of Purpose and proposed Duties and Responsibilities (Sec. 20-287) of the UFC. These are to be presented to the Board of Aldermen.
- Researched educational materials for the Urban Forestry Commission.
- Presented Arbor Day Event to the public November 2017 and December 2018.
 - Purchased and distributed Arbor Day materials on Arbor Day.
- Created and published press releases and worked with Black Mountain News on public education article about importance of trees, tree care and Arbor Day
- Initiated discussions of establishing a Heritage Tree Program.
- Initiated discussions establishing public/private partnerships.

Partnership Exploration

- Participated in the Beautification Committee's 2017 and 2018 Garden Shows.
- Honored the Beautification Committee during the Arbor Day in November 2017.
- Partnered with the Beautification Committee for the Arbor Day in December 2018 during the same day as the Beautification Committee decorated parts of the Town for Christmas.
- Continuing to brainstorm on more ways to partner with the Beautification Committee, schools, and businesses.
- Discussed with representatives of NCDOT in October 2018 about preservation and planting of urban forests off Exit 65 from 40 and potentially the new Blue Ridge Road interchange.

Arbor Day Event Expansion

- Utilized 2017 Arbor Day Event honor long-time arborist contributions and the Beautification Committee for their work, and distribute tree-care information.
- Utilized 2018 Arbor Day Event to demonstrate the proper planting of a tree in Town Square.

Tree City USA Recertification for the Town of Black Mountain

- Recertified in 2017 and 2018.

2019 Potential UFC Goals Currently in Review

- Develop an Urban Forestry Management Plan.
- Conduct tree mapping in Town Limits.
- Conduct a Spring Arbor Day Event.
- Provide educational outreach.
- Create a volunteer group of citizen foresters.
- Begin to develop a Heritage Tree Foundation.

Water Discussion Attachment

Fiscal Year	Water Revenues	Budgeted Rate increase	Actual Revenue increase from year to year
19	1,120,000	2.00%	2.23%
18	1,095,000	1.00%	4.02%
17	1,051,000	2.00%	1.05%
16	1,040,000	2.00%	2.98%
15	1,009,000	2.00%	1.59%
14	993,000	4.00%	4.13%

(estimated)

Average

2.17%

2.63%

Black Mountain water purchases from Asheville

Daily Gallons Monthly Capacity Fee Annual Capacity Fee

250,000	4,600	55,200
300,000	5,520	66,240
350,000	6,440	77,280
400,000	7,360	88,320
450,000	8,280	99,360
500,000	9,200	110,400

3091 • WATER DEPARTMENT SUMMARY

The Water division of the Public Services Department is responsible for water production via wells and water purchased from the City of Asheville. Other responsibilities include water distribution, maintenance of storage tanks, pumps, in ground water lines, valves and meters, and dam compliance.

PROJECT DESCRIPTION	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FUTURE	TOTAL
General waterline main/Replacement	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Generators	50,000	-	-	-	-	-	50,000
Montreat Road Valves	27,500	-	-	-	-	-	27,500
Montreat Road Waterline	-	-	500,000	500,000	-	-	1,000,000
Well Pumps	20,000	-	-	-	-	-	20,000
NC 9 Line	-	-	-	-	-	750,000	750,000
AMR	125,000	125,000	125,000	125,000	125,000	125,000	750,000
Painting of Water Tanks	-	-	-	-	75,000	-	75,000
Utility Truck	40,000	-	-	-	-	-	40,000
Renovation of 304 Black Mtn Ave	25,000	-	-	-	-	-	25,000
Fencing at 304 Black Mtn Ave	16,000	-	-	-	-	-	16,000
TOTALS	\$ 403,500	\$ 225,000	\$ 725,000	\$ 725,000	\$ 300,000	\$ 975,000	\$ 3,353,500

EXPENSE CLASSIFICATION	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FUTURE	TOTAL
Planning/Design/Engineering	-	-	50,000	50,000	-	100,000	200,000
Land	-	-	-	-	-	-	-
Construction	100,000	100,000	550,000	550,000	100,000	750,000	2,150,000
Equipment	303,500	125,000	125,000	125,000	200,000	125,000	1,003,500
TOTALS	\$ 403,500	\$ 225,000	\$ 725,000	\$ 725,000	\$ 300,000	\$ 975,000	\$ 3,353,500

REVENUE CLASSIFICATION	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FUTURE	TOTAL
Operating Revenues	403,500	225,000	725,000	725,000	300,000	975,000	3,353,500
Debt/Franchising	-	-	-	-	-	-	-
Grant	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
TOTALS	\$ 403,500	\$ 225,000	\$ 725,000	\$ 725,000	\$ 300,000	\$ 975,000	\$ 3,353,500