



TOWN OF BLACK MOUNTAIN

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

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

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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 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. Pastor Brent Bolick of Mountain View Church 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.

Mayor Collins did not have any announcements.

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>

Vice Mayor Tuttle extended her thanks and appreciation to Brenda Hughes for producing this video and encouraged the public to visit <https://www.acttwostories.com/stories> to view additional videos. Mayor Collins and fellow Board members thanked Vice Mayor Tuttle for her contributions to the Board.

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.*

Marilyn Sobanski, of Black Mountain addressed the Board of Aldermen expressing concerns over even year elections. Ms. Sobanski silently protested even year elections by holding up signs.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

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

Chief Shawn Freeman presented the Black Mountain Police Department Annual Report to the Board of Aldermen which is made part of and attached to these minutes. Chief Freeman highlighted a decrease in call volumes discussing the transition from the Federal reporting system to a NIBR (National Incident Based Reporting) system. Chief Freeman stated overall incident reports are up by 26.5% and arrests have increased by 13.6% over the previous year due to officers being more proactive in the community. Chief Freeman discussed the impact on narcotics activities in the community stressing the need to make a positive difference in the area. The Black Mountain Police Department partnered with the Fire Department and Public Works staff and local organizations and donors to provide Thanksgiving meals and Christmas meals and gifts to local families and children in need valued at \$8,000. The Board of Aldermen and community expressed their gratitude and support of the Black Mountain Police Department and staff.

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 January 10, 2019 (Agenda Session), January 14, 2019 (Regular Session), and January 14, 2019 (Closed Session).*

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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.*

Manager Harrold recalled the closure of another portion of this right of way a few months ago stating the closure was originally petitioned by a land owner and now the Planning Board has recommended the remaining 70 feet by 30 feet portion for closure.

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.*

Manager Harrold stated this resolution is necessary to accept \$400,000 donation from Buncombe County over a three year period as local matching funds for the RiverWalk Greenway project. He stated the first payment would be \$133,000 in 2019, second \$133,000 in 2020 and final \$134,000 in 2021.

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.*

Manager Harrold stated this budget amendment is to reflect insurance proceeds resulting from an accident involving a town police vehicle.

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*

Manager Harrold stated this budget amendment is to purchase a new police vehicle.

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

Motion: *To approve as presented.*

Manager Harrold stated administration is requesting this salary adjustment for the Interim Golf Course Superintendent and said the Golf Course Superintendent position has been vacant for many

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years while Mr. Brigman has assumed these additional duties as an Interim. Manager Harrold recommended a salary adjustment of \$3,000 annually and classification change for this employee.

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.*

Manager Harrold stated this ordinance was requested by the Board of Aldermen and a proposed draft has been prepared by the Town Attorney for consideration.

Alderman Larry B. Harris moved to approve consent items A-G as presented. The motion was approved by a vote of 5-0.

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

Alderman Larry B. Harris stated he has spent much time with the Finance Director discussing how this agreement would impact the water fund and the capacity the Town could afford to buy from the City of Asheville. Alderman Harris referred to the proposed agreement and said he is looking to increase the capacity to 400,000 gallons per day over the next two years. Alderman Harris stated the proposed agreement included in the agenda packet allows the Town to purchase 200,000 gallons per day with an increase in capacity to purchase an additional 100,000 gallons per day on June 1, 2020, an additional 50,000 gallons per day on June 1, 2021. Alderman Harris stated the extra capacity will cost approximately \$900.00 additional per month and said he feels comfortable with this cost as the revenue projections in the fund continue to benefit the town.

Alderman Harris stated he proposes amending the agreement to add an overall increase in capacity of 400,000 gallons per day by June 2021. The final agreement is attached to and made part of these minutes.

Alderman Larry B. Harris moved to approve the amended Wholesale Purchase of Water Agreement with the City of Asheville amending Section B, paragraph 3, to reflect “400,000 gallons per day beginning June 1, 2021”. The motion was approved by a vote of 5-0.

B. *Continued from 1-14-19 Regular Meeting*

Public Hearing for Text Amendments to Right-of-Way Closure

#O-19-04

Vice Mayor Maggie Tuttle moved to reconvene 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.

Planning Director Jessica Trotman addressed the Board of Aldermen presenting verbatim comments from the Planning Board which are attached to and made part of these minutes. Director Trotman stated she also requested comments regarding the additional 30-35 feet requirement Attorney Sneed proposed and did not receive any comments from Planning Board members. Attorney Sneed stated in addition to noticing requirements in NC General Statutes, this ordinance recommends rather than requires additional notice to be given to adjacent property owners within 200 feet of a closure. Attorney Sneed stated there is a lot of court history for noticing requirements to adjacent property owners and said if we make the 200 feet an option rather than a requirement we could be in compliance with the standard.

Lisa Milton, of Black Mountain addressed the Board of Aldermen stating some of the problems the Planning Board has encountered have been regarding closures at the beginning of a right of way rather than at the end which results in land locked parcels. Ms. Milton stated she is in favor of additional noticing requirements for abutting property owners and asked the Board to consider adding text to preserve easements within right of way closures for future growth of the town.

Alderman Larry B. Harris discussed his preference for noticing requirements of additional property owners proposing and amendment to the ordinance to reflect *noticing may be sent to all owners of property adjoining any portion of the street to be closed*. Alderman Carlos Showers clarified noticing language with regard to abutting or adjoining and Attorney Sneed stated he preferred using abutted rather than adjoining as the definition is clearer in the statutes.

Alderman Larry B. Harris moved to close the public hearing.

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

Alderman Larry B. Harris moved to approve Ordinance #O-19-04 as amended to reflect Part Section B3 and B7 to include “owners of all property of all parts of the street subject to the street closure may receive notice”.

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

8. NEW BUSINESS

A. Acceptance of Public Art Proposal

#R-19-04

Local Artist, Julia Burr addressed the Board of Aldermen and presented a public art proposal. Alderman Carlos Shower stated his only concern was safety and design of the piece. Ms. Burr stated she has been crafting public art pieces for over 40 years and said she feels the design would impede access for climbing but said she cannot guarantee public will not climb on it. Alderman Showers inquired if a barrier or marker could be placed around the piece to reduce liability on the town and Ms. Burr stated she understands the concern but stated her years of experience in

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fabricating and designing makes the piece incredibly hard to climb on but feels placing a barrier makes the piece inaccessible. Vice Mayor Tuttle asked the Town Attorney if a sign would help and Attorney Sneed stated signage is useful for adults but delves into the realm of attractive nuisances and said a sign may help but will not prevent anyone from climbing on the piece. Ms. Burr stated the proposed location of the piece is in a high foot traffic area.

Alderman Larry B. Harris moved to adopt Resolution #R-19-04 accepting the donation of public art as proposed.

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

Alderman Larry B. Harris acknowledged and thanked the Black Mountain Greenways Commission for raising the funds to purchase the piece.

B. Black Mountain Pool Rate & Policy Revisions & Policy Change

Recreation director Joshua Henderson presented recommended rate increases to the 2019 Black Mountain Pool fee schedule stating no increases have been made since 2015. Director Henderson stated staff recommends rate increases to remain competitive with similar municipal pool rates. Director Henderson stated the recommended rate increases for daily and seasonal pool use will assist in offsetting pool costs. Director Henderson stated 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.

Alderman Ryan Stone asked for clarification on the policy change from age 12 to age 13. Director Henderson stated the difference is the age to give consent to care for a child without an adult present. Director Henderson stated staff may not provide care to anyone under age 13 without an adult present unless the event is life threatening. Director Henderson stated this creates a situation where lifeguards could not administer care until a situation has become life threatening. Director Henderson also clarified liability extends not only to the pool area but to the parking lot and lake area surrounding the pool. Alderman Ryan Stone clarified that the age is comparable to other municipal pools in the area. Alderman Carlos Showers stated his concern is the cost to employees and clarified pool passes and waiver of green fees on the golf course was a benefit given to town employees. Staff clarified the rationale behind the cost was due to increasing pool operation costs. Manger Harrold stated this is not unlike surrounding municipal pools. Board members discussed the employee and family pass rates. Director Henderson clarified that more than half of the employee passes issued in 2018 were comprised of part time employees with some employees having as many as 11 dependents listed. Board members agreed that the employee pool passes should only be a benefit for full time employees at the following rates: \$20.00 for an individual pass; \$30.00 for a family pass (\$10.00 each extra family member up to five) and agreed on the policy change requiring children under the age of 13 to be accompanied by an adult.

Vice Mayor Maggie Tuttle moved to approve the 2019 Pool rate and policy revisions as discussed.

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

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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.

10. COMMUNICATION FROM STAFF

- A. Town Attorney – Attorney Ron Sneed advised the Board of Aldermen that Resolution R-18-24 for even year elections was drafted into a bill to present to the NC General Assembly for adoption by Senator Edwards staff. Bill draft 2019-LU-8 [v.5] is made part of and attached to these minutes.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Carlos Showers thanked the Swannanoa Valley Martin Luther King Prayer Breakfast Committee for organizing the 29th annual breakfast stating it was the best one ever. Alderman Showers stated it was a joyous occasion full of community support. Alderman Showers thanked fellow board members for their support and attendance.

Mayor Don Collins praised the Black Mountain Police Department for their efforts to make the town safe and thanked them for everything they do both on and off duty.

12. ADJOURNMENT

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 7:30 p.m.

ATTEST:



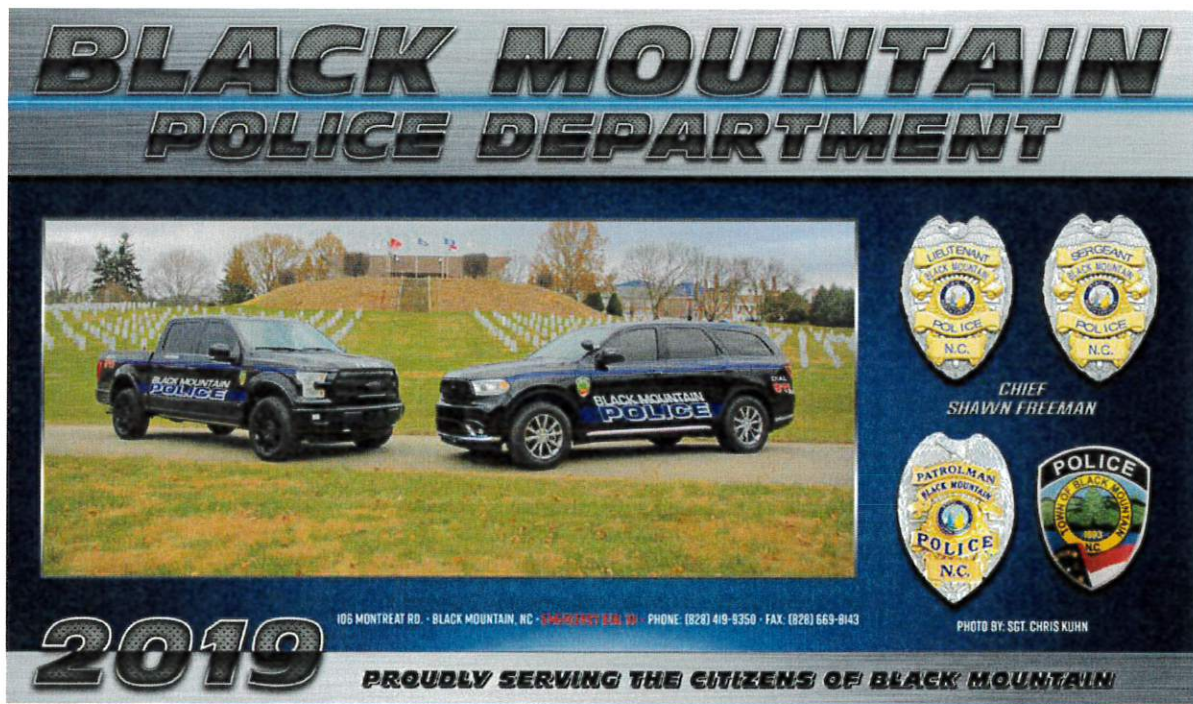
Angela L. Reece, Town Clerk



Don Collins, Mayor

2018 Black Mountain Police

Annual Report



Presented by Shawn Freeman, Chief of Police

Overview

2018 saw several positive changes for the Police Department. The department is continuing to form many new partnerships not only in the law enforcement profession, but within our community and with our citizens.

We will discuss the following:

- Call volumes
- Our impact on drugs
- Completed projects
- Our efforts in seeking outside funding through grants
- The Department's community outreach efforts

Call Volumes

In 2018 the Black Mountain Police Department fielded 24,185 calls for service. In past years we showed a consistent growth each year in calls taken. 2018 shows a slight decrease from 2016 and 2017. The 2018 numbers are askew due to the fact in mid-2018, the Federal reporting system changed to a NIBR (National Incident Based Reporting) system. This system changed some of the reporting categories and how they are reported, thus reducing the call numbers. However, as we proceed through this presentation you will see how other numbers are up to include reports taken, arrest, etc. The Black Mountain Police Department averaged 1,273 calls per officer in the past year. The average number of calls taken by departments similar in size is 676 calls per officer per year. Black Mountain officers average almost twice the calls per officer as other agencies of similar size.

Incident Reports

In 2018 the Black Mountain Police Department took 1,056 reports. This is a 26.5% growth over 2017 in reports taken. Narcotic reports encompassed 19% of the department's reports in 2018. Driving while license revoked made up 12%, larceny calls made up 11% and all other offenses (which include offenses such as domestic violence violations, parole violation, welfare checks, pretrial release violations, etc.) made up 10% of all reports taken.

Arrest

In 2018 the Black Mountain Police Department made 432 arrests. This is a 13.6% increase over past years arrest. The largest percentage of arrest fell into the category of all other offenses

(which include offenses such as driving while license revoked, resist public officer, weapons violations, etc.) at 37% or 162 arrests. Narcotics arrest accounted for 24% or 104 arrests, warrant service accounted for 9% or 37 arrests, driving while impaired accounted for 8% or 30 arrest and drug paraphernalia accounted for 7% or 17 arrests. The narcotics arrest would have been higher, however, several of the cases have developed larger leads and the arrest have been postponed until the incident has been investigated thoroughly and all suspects have been identified.

State Citations

In 2018 the Black Mountain Police Department wrote 748 state citations. The largest percentage of citations issued fell into the category of all other offenses (which include offenses such as revoked registration, failure to register, fictitious registration, weapon violations, etc.) at 44% or 329 citations. Driving while license revoked accounted for 17% or 130 citations, speeding accounted for 13% or 100 citations and expired registration accounted for 9% or 64 citations. The Police Department also wrote 484 warning citations and gave 1,379 verbal warnings which shows that an individual is 2.5 times more likely to receive a warning than a state citation. This reflects our ongoing efforts in educating the motoring public of traffic safety issues.

Vehicle Accidents

In 2018 the Black Mountain Police Department investigated 341 motor vehicle accidents. Accidents involving property damage accounted for 64% or 219 accidents, accidents with unknown injury accounted for 17% or 57 accidents, hit & run involving property damage accounted for 15% or 51 accidents and accidents involving personal injury accounted for 4% or 14 accidents. These figures represent a 7% decrease in accidents from 2017 and a 13% decrease over 2016 accidents. The continual decrease can be attributed to a more proactive approach to traffic enforcement as well as public education.

Impact on Narcotics

2018 brought another year of great success in the Black Mountain Police Department's efforts to reduce narcotics and those dealing narcotics within our community. In 2017, the Black Mountain Police Department saw a 25% increase in narcotics arrest over 2016. The 2018 narcotics arrest totals show a 62.5% increase over 2017. Officers have been working tirelessly to make Black Mountain as safe a community as we can. As stated earlier in this presentation, many of the narcotics investigations grew into much larger operations, sometimes encompassing multiple jurisdictions and states. Through our Narcotics Investigator/Homeland Security Investigations Task Force Officer, we have now been able to see these investigations through all

phases of the process. Some cases that began in 2018 will reflect in the 2019 annual presentation as were are nearing the end to some large scale investigations.

The majority of narcotics encountered by the Black Mountain Police Department are marijuana and its derivatives (THC resins, THC edible products, THC vap tubes, etc.), methamphetamine and heroin. We are also encountering fentanyl, car-fentanyl, cocaine, crack cocaine, opioids and steroids. There was 446 grams of Schedule I narcotics seized (heroin, fentanyl, car-fentanyl), 2,077 grams of Schedule II narcotics seized (methamphetamine, cocaine, crack cocaine), 117 grams of Schedule III narcotics seized (steroids, opioids), and 13,468 grams of Schedule VI narcotics seized (marijuana and marijuana derivatives). The majority of the Schedule VI narcotics seized were from derivatives of marijuana (i.e. THC resign, edibles, and vap tubes) which is approximately 4 times more potent than marijuana. The street value for these narcotics total an estimated \$774,685.

The Police Department seized approximately 14,566.9 grams of illegal narcotics in 2018 and 20 illegal weapons were removed from our streets. The street value is estimated at \$708,735. We also seized approximately \$156,737 dollars cash. This dollar amount only figures in those funds taken through the Homeland Security Investigations Task Force Officer and does not reflect funds seized on a State level. We were also able to seize a 2015 Ford F-150 King Ranch truck that was used in the transportation of narcotics. The vehicle was valued at approximately \$45,000 and we invested \$13,500 in the up fit of emergency equipment. This vehicle replaced the aging K-9 Ford Crown Vic thus saving the Town money.

Black Mountain officers not only made an impact in the narcotics in Town, they were also able to make a positive impact on several people suffering from fatal drug overdoses. Four officers, Sgt. Chris Staton, Officer Jon McDonald, Officer Ian Ammons and Officer Joe Burris went above and beyond by using NARCAN provided to the department by Project Lazarus to save the lives of four people.

Law Enforcement Partnerships: (H.S.I.)

The partnership with Homeland Security Investigations has reaped many rewards for the Black Mountain Police Department. We have been able to allow much needed over-time in efforts to thoroughly investigate cases in 2018. These over-time hours accrued have exceeded 210 hours. All of these hours were associated with investigations conducted in conjunction with Homeland Security Investigations and have been or will be reimbursed to the Town. To date, the Town has been reimbursed \$5,037 and will receive an additional \$2,881 for the accrued over-time. H.S.I. also reimbursed the Town \$523.62 for a large set of drug scales and camera with telephoto lenses for use during investigations.

HONOR~INTEGRITY~PROFESSIONALISM~EXCELLENCE~SERVICE~DEDICATION~RESPECT

The partnership has also allowed us to apply much harsher penalties for narcotics crimes committed in Black Mountain. To date in conjunction with H.S.I., our Narcotics Investigator has charged or assisted in cases charging eight individuals for charges of Trafficking Schedule I & II narcotics, Distribution of Schedule I & II narcotics, Conspiracy to Traffic Schedule I & II narcotics, Conspiracy to Distribute Schedule I & II narcotics, Possession of a Firearm in Furtherance of a Narcotic Crime and Financial crimes to include tax evasion and Hiding Assets Garnered through Illicit Means. The successful prosecutions of these crimes have resulted in a total of 241 years given to offenders with a maximum of 398 years in the Federal Penitentiary. Fines imposed on these individuals (to be paid to the Federal Government) were approximately \$3.28 million dollars. We have three individuals who have pled guilty and are awaiting sentencing. The maximum time they are facing is 118 years in the Federal Penitentiary with fines to be determined.

2018 Completed Projects

With the support of the Black Mountain Board of Aldermen, the Black Mountain Police Department was able to complete several projects to include the implementation of body worn cameras, replacement of our retired K-9 Brisco, development of a Special Response Team, upgrade of the Police Department's radio system and we rolled out the new marking design on patrol vehicles.

Body Cameras

In 2017, Lt. Austin began a grant for the purchase of body cameras. We were awarded that grant and moved forward with the implementation of the program. Before receiving grant funds, Lt. Austin had to develop a body camera policy that was in line with the Federal Bureau of Justice guidelines. He prepared a policy that is now a model for other departments. Once we received the funds, we were able to purchase 22 body cameras, docking stations and a computer system to manage the videos obtained that also met strict guidelines pertaining to the chain of custody for evidence. Since implementing the body cameras in April, they have become an invaluable tool in evaluating our day-to-day operations and in handling officer complaints. Since the implementation of the program, we have had four complaints, both formal and verbal. The body cameras help to drastically reduce the amount of time spent conducting an Administrative Review of the complaint. In all cases to date, the complaints were determined to be unfounded and proved false allegations against BMPD officers. While it is still too early to know if body cameras will reduce the amount of complaints issued against officers, national statistics show complaints were drastically reduced over time.

K-9 Replacement

2018 saw the retirement of the Black Mountain Police Department's first K-9, Officer Brisco. Brisco served the Town for a little over eight years with his handler Sgt. Staton. After a detailed

process involving those wishing to be the Department's next K-9 handler, Officer Logan Newhouse was chosen. In October, Officer Newhouse went to an intense K-9 instructor school where he met his new partner and the newest member to the Black Mountain Police Department, K-9 Officer Cayman. Cayman is a multi-purpose Belgian Malinois K-9 trained in the detection of narcotics, tracking and apprehension. Cayman was a great addition to the department as his demeanor is great around others, especially when we take him through the schools and to public events; but he also serves the Department in high stress and dangerous situations. Through the generosity of Ms. Janet McKimpson and her husband, James McKimpson, we were able to purchase a special ballistic vest for Cayman and they also purchased his food for the year. To date, Cayman has already left his mark by assisting with the seizure of narcotics in the Town.

Special Response Team

2018 saw an increase in the service of high risk warrant service in the Town of Black Mountain. In order to expedite the response of officers during high risk situations and to move the Black Mountain Police Department toward becoming more self-sufficient, we developed the Black Mountain Special Response Team. The equipment needed to start the team was purchased through restricted drug funds. The process to become a team member was very intense and difficult. Those interested had to submit a letter of intent, set an interview panel, complete an exhausting physical agility course, and complete a weapon qualification course that greatly exceeds State standards. Twelve officers were chosen to be members on the Town's first S.R.T. Team. Next, these members attended a S.R.T. certification course held at the Police Department to help reduce over-time for those in attendance.

This team is not only a tactical response team, they are well versed in rescue, woodland operations, negotiations, personal protection, crowd control, search warrant service and mutual aid to surrounding agencies. The sole purpose of this team is the preservation of life during the most difficult of situations. During the short time of the team's existence, they have accumulated 2,304 training hours at little or no cost to the Town as training is conducted on shift while working.

The team's statistics to date are as follows:

- The average response time is 35 minutes (Buncombe County's S.R.T. has an average call out time of 2 hours and 15 minutes and Asheville's team averages 1 hour and 45 minutes)
- Since inception, the S.R.T. Team has executed 8 narcotics search warrants, 5 violent offender arrest warrants, 5 mutual aid request (resulting in offender arrest, as well as weapon and narcotics seizures), 1 person barricaded in their home with a gun and all 3 inclement weather events.
- All call outs have had positive outcomes as there have been no injuries to the suspects or officers.

Radio Upgrades

Upon my arrival at the Black Mountain Police Department, one of the biggest concerns to staff was issues associated with radio communications. After monitoring the radios for some time, several officer safety issues did exist. The radio batteries would not hold a charge, they would frequently lose contact with our communications center and did not provide the interoperability to allow us to communicate with surrounding agencies.

We began the conversation with Wireless Communications who deal with Motorola and provide radio and radio systems for many agencies to include Buncombe County. After months of negotiations, we came up with a scenario that would benefit the Town in two ways, 1) it would provide the Police Department with much needed, quality equipment and 2) save the Town approximately \$200,000. The proposal was then presented to Town Council and with their support we were able to upgrade our radio system in a manner that would provide reliable communication for many years.

The project was essentially broken down into three phases.

Phase 1 saw the implementation of the handheld and portable (in-car) radios. While we were still operating on the old VHF system, the sending and receiving signals were much greater and did improve transmission capabilities.

Phase 2 provided the upgrade to the communications center and allowed us to make the switch to VIPER (Voice Interoperability Plan for Emergency Responders). Through this switch, our system works in conjunction with other VIPER towers, providing officers with the ability to remain in contact with the communications center as well as switch over and communicate with surrounding agencies.

Phase 3, was the upgrade to the VHF repeater. The VHF system will act as a back-up in communications should the VIPER system ever go down, thus allowing the Police Department to continue operations uninterrupted. The VHF repeater was installed and is now operational.

New Vehicle Decals

The officers of the Black Mountain Police Department are very proud of our Town, our department and our accomplishments. We have created a decal scheme that better markets the Town of Black Mountain and the Black Mountain Police Department. The new decal is much more noticeable at both short and long distances and easily recognizable as a law enforcement vehicle.

Grants

We have been awarded the 2018 Governor's Crime Commission no-match grant for \$24,500 to replace our aging mobile data terminals (MDT) and thermal printers. We are awaiting the release of funds by the G.C.C. funds so we can begin the purchasing process.

We have also been awarded the Governor's Highway Safety Program grant for 2019. We acquired enough points through the participation of "Click-it-Ticket" campaigns, DWI Enforcement campaigns, vehicle checkpoints and saturation patrols to receive this grant which is valued at \$51,775. This is a match grant in which we will be using restricted ABC funds for our portion of the grant. The grant allows for the purchase of a vehicle, emergency equipment and installation (\$40,500), in-car video camera (\$4,075), in-car printer (\$400), 5 portable breath testing instruments (\$600 each = \$3,000) and 2 dual band radar units (\$1,900 each = \$3,800).

Upcoming Grants

The Black Mountain Police Department is constantly looking for ways to relieve budget restraints through various grant processes. These grant funds tend to allow for the purchase of capital items thus assisting agencies with budget restraints. In 2019, the Black Mountain Police Department will apply for the 2019-20 Governor's Crime Commission grant. This grant is a no-match grant valued up to \$25,000. In 2019, we will need to replace several officers ballistic vest. The cost of ballistic vest cost between \$600 and \$700. Through grants offered through the Bureau of Justice Ballistic Vest Program and the North Carolina League of Municipalities Ballistic Vest Program, we can reduce this cost to approximately \$150 to \$175. We will also continue to seek out any additional grant opportunities that may arise.

Community Initiatives

The Black Mountain Police Department is constantly looking for ways to interact with our citizens outside of the official capacity. One such way is at the annual Sourwood Festival. We use this opportunity to interact with citizens and visitors. We also use the Festival as a way to raise money for our holiday programs through the sale of t-shirts and a raffle. 2018 was another successful event in both interaction with citizens and fundraising.

Another initiative is our Coffee with a Cop. This is the second year of Black Mountain's Coffee with a Cop. Coffee with a Cop allows citizens to get to know officers, express concerns and provide ideas on how we can provide a better service to the community. There is never an agenda and always results in providing direct, open lines of communication between police and citizens.

Community Outreach

One way we provide community outreach is through spending time in our schools. We believe spending time with the children will result in a more positive experience for not only the children but their parents as well. We want all people, particularly our children, to feel comfortable coming up and speaking to officers. We want them to know we are a friend and are there to help.

To expand our outreach in schools, during 2019, the Black Mountain Police Department will set out to start a BMPD Cadet Corp. The Cadet Corp will consist of youth between 15 and 20 (or at least freshman in high school and 14 years old). There will be criteria for those selected to participate in the Cadet Corp. Those criteria include the student maintaining a 2.5 GPA or higher, show an interest in law enforcement and adhere to high ethical standards. There will be more to come as we finalize this program.

Thanksgiving and Christmas

It is the Black Mountain Police Department's firm belief that we are not only here to for the enforcement of laws, but we are also servants of the community. Part of this service is taking care of those who are struggling in our community. The funds raised during the Sourwood Festival and through donations to the department allow us to carry out this mission. During the Thanksgiving and Christmas holidays, the Black Mountain Police Department was able to provide meals, toys and clothing to children in need valued at over \$8,000.

During Thanksgiving we try to ensure less fortunate families have a Thanksgiving Day meal and our elderly have food to sustain them through the holidays. Between Thanksgiving and Christmas, the Police Department was able to provide 12 families with Thanksgiving and Christmas meals (meals included a ham, potatoes, corn, green beans, bread and pies) and 16 of our elderly were given food boxes containing non-perishable food items. It is always a great feeling when we drop off these items and spend a few minutes talking with our citizens.

During the Christmas holiday, we worked in conjunction with the Swannanoa Valley Christian Ministries to provide the Merriest of Christmas to local children (and hopefully relieving stress on parents). We were able to help almost twice as many children than we did in 2017. We were able to help 18 families totaling 29 children. We not only provided toys from their wish list, we also provided necessities like pants, shirts, shoes, jackets and under garments. This endeavor, while very time consuming, was very rewarding.

When we started this year, we adopted 9 children. Then Public Works provided a donation in which we were able to add 10 more children. The Police Department through our “No Shave December” program raised additional money and we were able to adopt 10 additional children. The effort was so great that the department held its first ever, “BMPD Elf” gift wrapping party where we had elves from the Black Mountain Fire Department, Town Hall staff, Swannanoa Valley Christian Ministries and Black Mountain citizens helping to wrap gifts and prepare for the Christmas delivery. The party brought together over 35 of our community members for a great cause, giving back to fellow citizens. Gifts that would have taken days to wrap took only a few hours. When the big day came for deliveries, it was very rewarding for all involved with deliveries (BMPD and BMFD employees).

Conclusion

This year was a great success for the Police Department! Through Federal partnerships, we were able to save the Town money on the Police Department over-time budget and hold violent offenders and drug dealers accountable for crimes committed within our Town. The great support we receive from the Board of Aldermen allowed the Police Department to fix a major issue with communications, providing a safer work environment for our officers. The partnerships and bonds built with our citizens and local business owners have reaped large rewards as well. We have been able to help the less fortunate within Black Mountain, showing that the whole community cares about their well-being and are there to help. Being Police Officers within the Town of Black Mountain is something that my staff and I do not take lightly! We believe we are true servants and are here for one purpose, make a POSITIVE DIFFERENCE in our WONDERFUL TOWN.

I'll leave you with this saying from Anthony D'Angelo, “Without a sense of caring, there can be no sense of community.”

PROPOSED AGREEMENT IN PACKET

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

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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]

FINAL VERSION WITH AMENDMENTS TO BE SIGNED

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

B. WATER QUANTITY COMMITMENT

2. 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.

3. 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.

4. The City is committed to deliver 400,000 gallons per day beginning June 1, 2021, or immediately after the Town has used 400,000 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.

5. 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.

7. If Black Mountain requires a higher commitment of water supply for any purpose,

Amended Wholesale Water Purchase
Agreement with Black Mountain

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.

C. COST OF SERVICE

3. 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.

4. 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.

5. 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

3. 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.

4. 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.

5. The water supplied at these points of connection shall be at a reasonably consistent pressure not less than 40 psi under average flow conditions.

6. 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 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.

Amended Wholesale Water Purchase
Agreement with Black Mountain

7. 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

4. 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.

5.

F. DUTIES OF THE CUSTOMER

4. 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.

5. 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

4. Limitations in the delivery of water to Black Mountain shall include all limitations provided by the City's current Water Policies.

5. 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.

6. 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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

4. 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 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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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:

Planning Board Verbatim Comments Regarding Right-of-Way Closing Procedure Amendments
from Board of Aldermen

Lisa Milton: The only comment I have on that is some situations have a much broader impact that just the people who abut it, so are those considerations we should take into account when we're making a recommendation to the board or when where does that come into play. I mean when you have a big project that's going in and it affects traffic for you know large neighborhoods.....Well our code has been stricter in many situations than maybe general statutes are and we have used that before and to me if it is if it boils down simple to the effort of notification, you know, yes it is an expense in terms of sending out the letters and typing them up and addressing the envelopes but I think it is a cost of operation of the town.

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

WHEREAS, the North Carolina General Statutes make the placing of graffiti on public and private buildings and property; and

WHEREAS, it is the interest of the citizens of and visitors to Black Mountain that the Town actively pursue both the prevention and removal of graffiti.

NOW, THEREFORE, BE IT RESOLVED that Chapter 20 of the Town of Black Mountain Code of Ordinances is amended to add the following Article VIII:

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.

(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, defacing the property upon which such markings are placed. 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.

Perpetrator: Any person who places graffiti or causes graffiti to be placed on any public or private real or personal property.

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, real or personal.

(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 the responsibility of the person who places the graffiti on any public or private property, or the parents of the person who places such graffiti on any public or private property if the perpetrator is a minor, to remove the graffiti.

(d) 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.

(e) It is the specific intent of this article to regulate the placement of graffiti both as a criminal violation and civil violation, and to regulate the failure to remove graffiti as a civil violation only and not as a criminal violation. 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 perpetrator to immediately remove any graffiti created or caused by the perpetrator, but if the perpetrator fails to remove such graffiti, it is the responsibility of the property owner to promptly remove graffiti from the property owner's property. The property owner should not wait for the town to send a notice to remove or notice of defacement, 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 take the necessary steps 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" or "notice of defacement"). The property owner shall be deemed to have taken such necessary steps if the property owner has contracted with others to remove or obscure the graffiti and the party contracted with has provided a reasonable estimate of time when the work will be done. Notice to the property owner 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 this Article 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.

(2) The civil penalty shall be forgiven for a first or second violation if the perpetrator removes the graffiti within fifteen (15) days after receipt of notice of the violation and imposition of the civil penalty.

(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) **Trust Fund.**

There is hereby created an Anti-Graffiti Trust Fund. Civil penalties assessed against and collected from perpetrators and property owners shall be placed in this fund, along with any monetary donations received. The Board of Aldermen shall direct the expenditures of monies in the fund. Such expenditures shall be limited to the payment of the cost of graffiti removal from public property, or advanced for payment for removal of graffiti from private property pending reimbursement by the perpetrator or the owner of the private property.

(d) 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 violator shall have seven days to pay the civil penalty. 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 ten days to correct the violation. Upon failure to comply with the violation notice, the violator will be subject to injunctive relief and/or an order of abatement as set forth in G.S. 160A-175, and the civil penalty set out above.

This ordinance shall become effective on June 10, 2019, to allow time for notice of the adoption and effect of the ordinance to be publicized and to provide a grace period for property owners to come into compliance.

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

2019 Pool Revisions

2019

1. Season Passes- Family

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

\$150.00 resident

\$170.00 non-resident

(\$25 for each extra individual)

2. Individual

\$75.00 resident

\$ 95.00 non-resident

3. Multiple Entry Pass

(10 Visits)

\$25 resident

\$35 non-resident

4. Daily Admission

\$3.00 resident

\$4.00 non-resident

5. Employee Family Pass

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

\$30 (\$10 for each additional person
outside of the 5 family members in
the household)

(Applies to Full-Time Employees only)

6. Employee Individual Pass

(Applies to Full-Time Employees only)

\$20

7. Pool Rental

\$185 resident

\$245 non resident

\$25 (extra lifeguard 21-40
attendees)

8. Safety & Liability-

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.

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711



BoA Regular Session
November 19, 2018
Agenda Item 7C

RESOLUTION #R-18-24

RESOLUTION OF THE BOARD OF ALDERMEN IN SUPPORT OF EVEN YEAR ELECTIONS

WHEREAS, Session Law 2018-123 of the North Carolina General Assembly revised the charter for the City of Asheville to provide for the election of city council members from districts and to provide for the creation of those districts and to provide for even-year municipal elections; and

WHEREAS, the Board of Aldermen of the Town of Black Mountain recognizes the advantages of maintaining uniformity in election cycles for municipal elections within a county; and

WHEREAS, there are potential cost savings for elections conducted for the Town of Black Mountain if municipal elections are moved to an even-year election cycle; and

WHEREAS, the Board of Aldermen of the Town of Black Mountain desires to create efficiency for voters during election cycles by reducing costs and creating a more streamlined election process; and

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

That the Town hereby requests its local delegation in the North Carolina General Assembly draft and introduce a bill moving the municipal elections for the Town of Black Mountain from odd-year elections to even-year elections, provided that the following provisions are met:

No regular election shall be conducted in the Town of Black Mountain in 2019. The terms of Board of Aldermen members elected in 2015 shall be extended until 2020 and the terms of the Mayor and Board of Aldermen members elected in 2017 shall be extended until 2022.

Elections for Mayor and Board of Aldermen shall continue to be held on a nonpartisan basis.

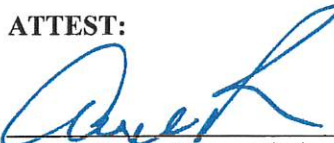
Three Aldermen shall be elected every four (4) years beginning in 2020, and the Mayor and two Aldermen shall be elected every four (4) years beginning in 2022, consistent with an amendment to the Town Charter requested and approved by the Town of Black Mountain Board of Aldermen on November 19, 2018, effectively adding one year to the term of presently sitting members of

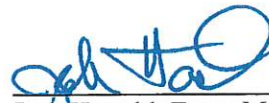
the Board of Aldermen and the Mayor. Elections shall be held in even- numbered years on the Tuesday after the first Monday in November, beginning in 2020 and occurring every two (2) years thereafter.

READ, APPROVED AND ADOPTED by a vote of 3 to 1 this 19th day of November, 2018 with Alderman Ryan Stone opposing.


Don Collins, Mayor

ATTEST:


Angela Reece, Town Clerk


Josh Harrold, Town Manager

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019

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D

BILL DRAFT 2019-LU-8 [v.5]

(THIS IS A DRAFT AND IS NOT READY FOR INTRODUCTION)
1/31/2019 1:42:44 PM

Short Title: Even-Yr Municipal Elections/Town of Black Mtn. (Local)

Sponsors: Senator Edwards (Primary Sponsor).

Referred to:

I A BILL TO BE ENTITLED
2 AN ACT TO PROVIDE THAT REGULAR MUNICIPAL ELECTIONS IN THE TOWN OF
3 BLACK MOUNTAIN SHALL BE HELD IN EVEN-NUMBERED YEARS.

4 The General Assembly of North Carolina enacts:

5 **SECTION 1.(a)** Section 4 of the Charter of the Town of Black Mountain, being
6 Chapter 747 of the Session Laws of 1951, as amended by Section 2 of Chapter 1034 of the 1969
7 Session Laws, and Town Ordinance 0-99-14 passed on August 9, 1999, reads as rewritten:

8 "Sec. 4. Creation, Salary and Composition of Mayor and Board of Aldermen. Except as
9 otherwise provided in this charter all powers of the town shall be vested in a board of Aldermen
10 of 5 members and a mayor nominated and elected from the town at large in the manner hereinafter
11 provided. The mayor and the board of aldermen shall be elected to serve four-year staggered
12 terms and until their successors are elected and qualified, and shall begin on the first Tuesday of
13 June next following their election. In 2020, and quadrennially thereafter, three aldermen
14 shall be elected to serve four-year terms. In 2022, and quadrennially thereafter, the mayor and
15 two aldermen shall be elected to serve four-year terms. If a vacancy occurs in the office of mayor
16 or alderman, it shall be filled for the remainder of the unexpired term by the remaining members
17 of the board of aldermen. Each member of the board of aldermen shall receive a salary the amount
18 of which shall be prescribed by ordinance. Provided, however, that the present mayor and
19 members of the board of aldermen shall continue to receive the same salary until the same is
20 changed as herein outlined. No ordinance fixing or changing the salary of members of the board
21 of aldermen shall become effective during the current term of office of the members of the board
22 of aldermen enacting such ordinance. Members of the board of aldermen shall be qualified
23 electors of the town. A member of the board of Aldermen ceasing to possess any of the
24 qualifications specified in this section, or convicted of crime while in office, shall immediately
25 forfeit his office."

26 **SECTION 1.(b)** Section 12 of the Charter of the Town of Black Mountain, being
27 Chapter 747 of the Session Laws of 1951, reads as rewritten:

28 "Sec. 12. Municipal Elections. In 2020, the regular election for the choice of mayor and
29 members of the board of Aldermen shall be held on Tuesday following the first Monday in May
30 in even-numbered years. November in each even-numbered year. The board of Aldermen may by
31 resolution order a special election, fix the time for holding the same, and provide all means for
32 holding such special election."

33 **SECTION 2.** No municipal elections shall be conducted in the Town of Black
34 Mountain in 2019. The terms of the three members of the Board of Aldermen elected in 2015 are
35 extended until 2020, and the mayor and the two members of the Board of Aldermen elected in

- 1 2017 are extended until 2022. Regular municipal elections shall be conducted in the Town of
2 Black Mountain in 2020.
3 **SECTION 3.** This act is effective when it becomes law and applies to elections held
4 on or after that date.