



TOWN OF BLACK MOUNTAIN

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

Date: May 14, 2018 Time: 6:00 p.m.

AMENDED

Regular Session Agenda

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

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

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

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

*Town Clerk Angela Reece at 419-9310, or by email at angela.reece@townofblackmountain.org
(828) 419-9300 / TDD (800) 735-2962*

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Pastor Jerry Wicker, Faith Community Church, Black Mountain*
- Announcements – *Mayor Don Collins*

2. PROCLAMATION AND AWARD RECOGNITION

A. Life Saving Award

3. CITIZEN COMMENTS

*Individuals wishing to address the Board are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Board. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

A. Citizens Academy – *Angela Reece, Town Clerk*

B. Rainbow Recycling – *Marilyn Sobanski*

5. CONSENT AGENDA

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

A. Adoption of Minutes

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

May 14, 2018

Motion: *To adopt the minutes of April 8, 2018 (Agenda Session), April 9, 2018 (Regular Session), April 19, 2018 (Budget Workshop), April 23, 2018 (Water Workshop), and April 30, 2018 (Budget Workshop).*

B. Budget Amendment for Irrigation System at Town Square

#FY2018-10

Motion: *To approve Budget Amendment #FY2018-10 as submitted, increasing the expense account 1000-5000-734 (Capital Outlay – Town Square) by \$27,500 and the revenue account 1000-3310-300 (Reimbursement – BMPR – Town Square) by \$27,500.*

C. Budget Amendment for Asheville Design Center Contract

#FY2018-11

Motion: *To approve Budget Amendment #FY2018-11 as submitted, increasing the expense account 1080-6190-040 (Professional Services) by \$7,600 and the revenue account 1000-3300-300 (Activity Donations) by \$5,600, and the revenue account 1000-3905-900 (Fund Balance Appropriated) by \$2,000.*

D. Black Mountain Travel Reimbursement Policy

Motion: *To adopt the Black Mountain Travel and Expense Reimbursement Policy as presented.*

E. Call for Public Hearing for FY2018-19 Budget

#O-18-02

Motion: *To call for the Budget Public Hearing for the FY2018-19 Budget, to be held on Monday, June 11, 2018 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

Consent Motion: *To approve consent item A-E as presented.*

6. CITIZEN COMMENTS

*The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. Comments by any one **speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
May 14, 2018

7. UNFINISHED BUSINESS

A. Agreement for Transfer of Water Distribution System from the City of Asheville

#R-18-06

Motion: *To approve the agreement and resolution #R-18-06 for Transfer of Water Distribution System from the City of Asheville.*

8. NEW BUSINESS - NONE

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.

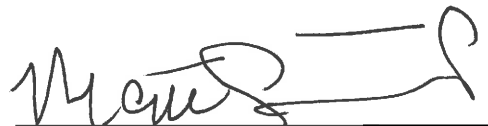
10. COMMUNICATION FROM STAFF

A. Town Attorney – Ron Sneed

B. Town Manager – Matt Settlemyer

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Matt Settlemyer
Town Manager



Black Mountain Citizen Academy

Angela Reece, Town Clerk





What is Black Mountain Citizen Academy?

The Black Mountain Citizen Academy is an educational interactive course designed to give Citizens an inside view of the Town's history and governmental processes.

**Town Staff will teach 7 sessions for the 2018 Academy.
Sessions begin September 13th and graduation is November 2nd.**



GOALS

- Improve and enhance communication with Citizens.
- Give Citizens an overview of how municipal government impacts their daily lives.
- Provide Citizens a “behind the scenes” look at Town services and link them with employees who provide those services.
- To assist informed and knowledgeable Ambassadors of the Town who will be able to:

- Become an informed neighborhood leader with the ability to answer questions about Town services and who to call for assistance.
- Utilize the knowledge gained in their everyday lives and in interactions with neighbors, business associates and/or customers.
- Become more involved in the community; to prepare for appointment to a Town Board or Commission ; or to run for elected office.



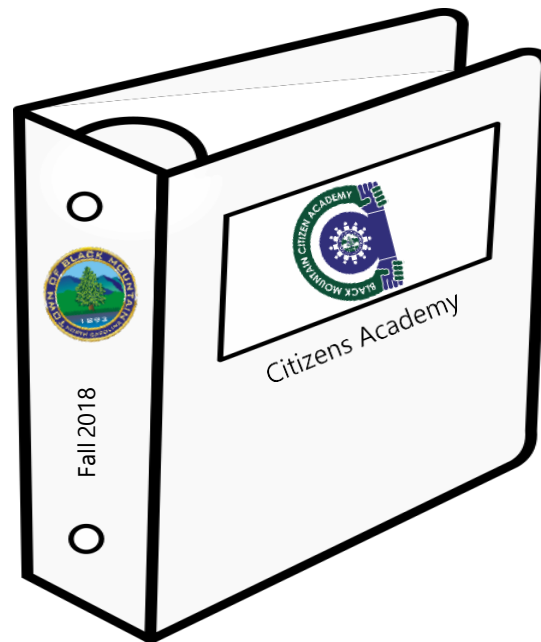
What should participants expect?

Participants receive a **shirt** and **notebook**. The notebook will include general information about the Town as well as materials and presentations from each session.

We will also **provide meals** at each session as we understand many participants will be coming directly from work or school.

The 2018 Citizen Academy will consist of **15-20 participants**.

Applications due by July 30th to the **Town Clerk**. Participants will be selected by the Clerk from a well-rounded group of individuals from various wards, age groups, and ethnicities.



Black Mountain
CITIZENS ACADEMY
Fall 2018
Schedule of Sessions

Classes begin at 5:30 p.m. Dinner will be provided.

Session I	Sept. 13	Introductions Welcome Message from Mayor/Board of Aldermen Overview of the Citizens Academy Board Room/Town Hall
Session II	Sept. 20	Administration Board Room/Town Hall
Session III	Sept. 27	Planning and Community Development Board Room/ Town Hall
Session IV	Oct. 4	Police Public Safety Training Room
Session V	Oct. 11	Fire Public Safety Training Room
Session VI	Oct. 18	Public Services (Water, Wastewater, Stormwater) 304 Black Mountain Avenue
Session VII	Oct. 25	Recreation & Parks 304 Black Mountain Avenue
Graduation	Nov. 2	Board of Aldermen / Graduation Location TBA

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 14, 2018

SUBJECT: Budget Amendment #FY2018-10

AGENDA INFORMATION

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

BRIEF SUMMARY: An irrigation system will be installed at Town Square. This system will include 18 zones and includes a rain and sun monitor, and is able to adjust activation of sprinklers as needed. The total estimated cost of the project is \$27,500. The entire amount will be paid by the Town, and reimbursed from the Parks and Greenways Foundation.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2018-10 as submitted, increasing the expense account 1000-5000-734 (Capital Outlay – Town Square) by \$27,500 and the revenue account 1000-3310-300 (Reimbursement – BMPR – Town Square) by \$27,500.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2018-10.

MANAGER’S COMMENTS AND RECOMMENDATIONS: Approve as presented.

Budget Amendment # 2018-10
Fiscal Year 2017-2018

Dept.	Account #	Account Name	Debit	Credit	Comments
	1000-5000-734	Capital Outlay	27,500		
	1000-3310-300	Reimb - BMPR - Town Square		27,500	

Totals:	27,500	27,500
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BD #

Entered By:

Journal #

Fiscal Yr

Approved By:

Date

Date

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 14, 2018

SUBJECT: Budget Amendment #FY2018-11

AGENDA INFORMATION

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

BRIEF SUMMARY: In July of 2017, the Town signed a contract with the Asheville Design Center for a conceptual master plan of Veterans Park. The contract was for \$15,200 and the Town was to be reimbursed \$5,600 from Children and Friends Day Care and \$5,200 from the Parks and Greenways Foundation. In August of 2017, the Town paid one half (\$7,600) of the contract. The contract is not expected to be completed until sometime in August of 2018. This budget amendment will record an expenditure for \$7,600 and the reimbursement from Children and Friends for \$5,600. The FY18-19 budget (currently in process) will reflect the second half of this transaction.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2018-11 as submitted, increasing the expense account 1080-6190-040 (Professional Services) by \$7,600 and the revenue account 1000-3300-300 (Activity Donations) by \$5,600, and the revenue account 1000-3905-900 (Fund Balance Appropriated) by \$2,000.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2018-11.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2018-11
Fiscal Year 2017-2018

Dept.	Account #	Account Name	Debit	Credit	Comments
	1080-6190-040	Prof Services	7,600		
	1000-3300-300	Activity Donations		5,600	Veterans Park
	1000-3905-900	Fund Balance Approp		2,000	Conceptual Plan
					and reimbursement
					from Children and Friends

Totals: 7,600 7,600

BD # _____

Journal # _____

Fiscal Yr _____

Date _____

Entered By: _____

Approved By: _____

Date _____

TOWN OF BLACK MOUNTAIN

Travel and Expense Reimbursement Policy

Employees, elected and appointed officials will, from time to time, be involved in out-of-town travel to attend schools, business meetings, conferences, etc. All reasonable (e.g., meals, lodging, etc.) shall be reimbursed at actual costs, while travel in a personal car will be reimbursed at a mileage rate consistent with prevailing IRS limits to the extent authorized by the Town Board of Aldermen for non-taxable reimbursements authorized by the Town Board. A Travel Authorization and Expense Form must be completed for all travel advances and reimbursements.

Travel Advances: Advances of travel and expenses must be authorized by the Department Head. The Town Manager shall have the authority to approve or disapprove all requests for travel advances. Such requests shall be made at least ten (10) work days in advance of the actual expenses except in emergency situations.

Reimbursable Expenses:

Transportation: If a Town vehicle can be used, the Town will reimburse the employee for gasoline expense upon receipt of gas tickets. When an employee is authorized to travel in a personal car, reimbursement will be made at **54.5 cents per mile** (Current mileage rate consistent with prevailing IRS limits). **(Effective 01/01/2018).**

Lodging: Cost of lodging will be reimbursed up to a maximum rate of \$150.00 per night. At the end of the trip, lodging will be paid if an employee cannot go home before 9:00 p.m. If two or more employees travel to the same place, reimbursement will be based on two employees of the same sex sharing a double occupancy room. Employees attending meetings, conferences, etc., where lodging is offered and available at a government facility shall be required to use such accommodations.

Meals: Reimbursement for meal expenses shall be guided by reasonableness. Meal expenses shall ordinarily be reimbursed only when incurred on out-of-town travel or when the meal itself is the occasion of a business meeting. All travel claims must be supported by detailed documentation, usually in the form of receipts or similar vouchers. The maximum allowable reimbursable expense for meals will be as follows: (US General Services Administration rates set for the Asheville area; subject to annual changes per GSA)

Breakfast.....	\$8.00 (if trip begins before 7:00 a.m.)
Lunch.....	\$12.00
Dinner.....	\$26.00 (when traveling after 6:30 p.m.)
Incidentals.....	\$5.00

In lieu of reimbursement of actual expenses, employees may request per diem payment of up to **\$51.00** for all three meals and incidentals rather than submit receipts. The Town Manager, upon recommendation of the Finance Staff, may deny reimbursement of any questionable, unsupported, or excessive expense claims submitted by employees.

Registration Fees: Cost of registration will be reimbursed. A receipt must be submitted for any registration fee paid either by the employee or from a travel advance.

**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
FOR BOARD INFORMATION**

Meeting Date: May 14, 2018

SUBJECT: Agreement for Transfer of Water Distribution System from the City of Asheville

AGENDA INFORMATION

Agenda Location:	UNFINISHED BUSINESS
Item Number:	7A
Department:	Administration
Contact:	Matt Settlemyer, Town Manager
Presenter:	Matt Settlemyer, Town Manager

BRIEF SUMMARY: Black Mountain and the City of Asheville have worked on a waterline transfer agreement for many years. This agreement transfers 13 miles of line and 600 customers to the Town of Black Mountain. Ultimately, we will buy additional water from Asheville and sell it to our customers. This agreement has 2 phases. Phase 1 transfers lines necessary for the Commerce Park development and Phase 2 transfers the residential customers. A map of the corresponding lines is attached. There will be additional costs for the transfer of lines over the next two years but we will generate additional revenue from this agreement and be able to provide a higher level of service to the customers in Black Mountain

FUNDING SOURCE: N/A

ATTACHMENTS: Transfer of Water Distribution System Agreement DRAFT

MANAGER'S COMMENTS AND RECOMMENDATIONS: #R-18-06, DISCUSSION and approval.

**AGREEMENT FOR TRANSFER OF WATER DISTRIBUTION SYSTEM FROM CITY
OF ASHEVILLE TO THE TOWN OF BLACK MOUNTAIN**

THIS AGREEMENT (herein the “Agreement”) made and entered into this ____ day of _____, 2018, by and between the City of Asheville, a municipal corporation existing under the laws of the State of North Carolina (herein the “City”), and the Town of Black Mountain, a municipal corporation existing under the laws of the State of North Carolina (herein “Black Mountain”) (collectively the “Parties”).

W I T N E S S E T H:

WHEREAS, N.C. Gen. Stat. §§ 160A-312(a) and 311(2) authorize municipalities to acquire, construct, establish, enlarge, improve, maintain, own, operate and contract for the operation of a public enterprise, which includes a water supply and distribution system, to furnish services both inside and outside its corporate limits; and

WHEREAS, N.C. Gen. Stat. § 160A-274, authorizes governmental units to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property, with or without consideration; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes units of local government to enter into contracts or agreements with each other in order to execute any undertaking, which is defined by N.C. Gen. Stat. § 160A-460(1) as the contractual exercise by one unit for one or more other units, of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, the City owns and operates a water supply and distribution system which provides water for the residents and businesses within and outside the corporate limits of the City of Asheville; and

WHEREAS, approximately thirteen (13) miles of the City’s water distribution system which it currently owns and maintains is located within the corporate limits of Black Mountain and serves approximately 600 customers and;

WHEREAS, Black Mountain owns and maintains its own water distribution system and in many areas within the corporate limits of Black Mountain, the two water distribution systems run parallel to each other and are redundant; and

WHEREAS, the water distribution system owned by the City located in the corporate limits of Black Mountain is aging and in need of repair and/or replacement; and

WHEREAS, Black Mountain and the City desire and agree that the City will transfer the City’s water distribution system to Black Mountain for full ownership and maintenance, as more specifically identified on the City of Asheville/Town of Black Mountain Water System Interconnections map, which is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Asheville City Council adopted Resolution No. [REDACTED] allowing for the transfer of the City's water distribution system identified on Exhibit A to Black Mountain for full ownership and maintenance.

WHEREAS, the Black Mountain Town Council adopted Resolution No. **R-18-06** accepting the transfer of the City's water distribution system identified on Exhibit A to Black Mountain for full ownership and maintenance.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. Property to be Transferred.

The City shall transfer to Black Mountain and Black Mountain shall receive and accept from the City the following (collectively referred to as the "Water Distribution System"):

- a. All pipes, water lines, hydrants, pump stations, force mains, mains, meters, meter boxes, water tanks, pump stations presently in use by the City related to the Water Distribution System as identified on Exhibit A.
- b. All of the City's rights, titles and interests in land, easements and encroachment agreements necessary to own and operate the Water Distribution system as identified on Exhibit A.

2. Transfer Phases and Dates. The transfer of the Water Distribution System shall occur as follows:

- a. **Phase One Transfer Date.** The transfer of the Water Distribution System from the City to Black Mountain indicated by the green lines on Exhibit A will occur on or before December 31, 2018.
- b. **Phase Two Transfer Date.** The transfer of the Water Distribution System from the City to Black Mountain indicated by the red lines on Exhibit A will occur one (1) year after the Phase One Transfer Date.

3. Water Distribution System Transfer

On the Date(s) of Transfer, Black Mountain shall assume immediate and sole duty, responsibility, and liability for financing, operating, maintaining, improving and expanding the Water Distribution System as identified on Exhibit A. Black Mountain shall have the sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of this Agreement and future operation of the Water Distribution System.

On the Date(s) of Transfer, the City's rights, title and interest in the real property related to the Water Distribution System shall be conveyed by the City to Black Mountain by an appropriate instrument suitable for recording in the Office of the Register of Deeds for Buncombe County, North Carolina. **Black Mountain shall obtain and pay the cost of any necessary title examinations, and shall pay the cost of preparation of all instruments required to convey and transfer such title and interests, preparing all such instruments that can practically be prepared by Black Mountain or its attorney, and Black Mountain shall pay all recording costs.** Any easements or encroachments that have not been obtained by the City

but are required to be obtained as part of the operational and maintenance needs of the Water Distribution System shall be the sole responsibility of Black Mountain **and done at Black Mountain's expense.**

Subsequent to the Date(s) of Transfer, the Parties agree to execute all such further instruments of conveyance, documents, or transfers required or necessary to carry out the intent and purpose of this Agreement if and as that may become necessary in the future, **and such instruments shall be prepared, and recorded if necessary, at Black Mountain's expense.**

4. Customer Transfer

On the Date(s) of Transfer, the City shall transfer to Black Mountain the approximately 600 customer accounts that are served by the Water Distribution System. All customers and users of the Water Distribution System shall become subject to all the rules, regulations and ordinances of Black Mountain as the same apply to all users and customers of the water system of Black Mountain.

Subsequent to the Date(s) of Transfer, all future requests for new service connections and/or extensions to the Water Distribution System will be made to Black Mountain and is the responsibility of Black Mountain. Black Mountain shall be entitled to the receipt of all revenues from the Water Distribution System and any extensions thereof.

5. Records Transfer

On the Date(s) of Transfer, and as allowable by law, the City shall transfer to Black Mountain all available reproducible and electronic copies of any and all records, data, and information that are in the City's possession, related to the Water Distribution System, which include, but are not limited to, the following:

- a. Construction contracts, drawings, maps and all other related documents;
- b. Billing collection and payment records of all present customers;
- c. A listing of all actual service locations;
- d. Pending applications for water service;
- e. Contracts or agreements to provide water service currently in effect;
- f. Repair and maintenance records; and
- g. Copies of all recorded easements and encroachment agreements.

6. **Cost.** Any engineering or construction costs incurred as a result of the transfer of the Water Distribution System from the City to Black Mountain shall be borne by Black Mountain.
7. **Term.** This Agreement shall be perpetual. The parties hereby agree that such perpetual duration is reasonable and necessary in light of the purposes of this Agreement.
8. **No Representations or Warranties.** No representations or warranties, express, implied, legal, conventional or otherwise, are made by the City with respect to the ownership, title to, value, repair, condition (including physical and environmental condition), quality or design, of the Water Distribution System or any real property related thereto, it being the express intention of the City that the Water

Distribution System is hereby conveyed, transferred and/or assigned to Black Mountain in its present condition and state, on an "as is" and "where is" basis, with all faults and without any representation or warranty of any kind. Black Mountain accepts the transfer of the Water Distribution System on an "as is" and "where is" basis.

9. Release of Liability.

To the extent allowed by law, Black Mountain hereby releases, acquits, and forever discharges the City and its predecessors, successors, affiliates, subsidiaries and assigns, and any person or entity acting for, or on the City's behalf, including, in their capacities as such, without limitation, their respective past, present, and future officers, directors, employees, attorneys, agents, administrators, representatives, successors and assigns from any and all past, present or future actions, causes of action, claims, demands, obligations, rights, costs, damages, fines, penalties and expenses of any kind, known or unknown, absolute or contingent, whether at law or in equity, arising out of or relating to, directly or indirectly, the ownership, construction, operation and/or maintenance of the Water Distribution System, the transfer of the Water Distribution System and/or any term or condition of this Agreement, except for any claims for personal injury or property damage arising from actions or events occurring prior to the transfer of the system to Black Mountain.

10. Relationship to Wholesale Water Transfer Agreement

The Parties agree that this Agreement does not change or modify any of the parties' obligations contained in the Wholesale Water Purchase Agreement with the Town of Black Mountain executed by the parties on February 14, 2006, and any amendments thereto, which shall remain in full force and effect in accordance with its terms until further amended by the Parties, it being anticipated and understood that the City shall continue to sell water to the Town of Black Mountain pursuant to such agreement or any future amended agreement or replacement agreement.

11. Representations and Warranties of the Parties

The Parties represent as follows:

- a. The Parties are duly organized, validly existing municipal corporations. The Parties have all requisite power and authority and have taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement;
- b. The governing bodies of the Parties have approved the Parties entering into this Agreement; and
- c. This Agreement constitutes, when executed and delivered, valid and binding obligations of the Parties, enforceable in accordance with their terms.

12. General Terms and Conditions

- a. Joint Agency. No joint agency is established by this Agreement.
- b. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

- c. Assignability. This Agreement is not assignable by either Party without the prior written consent of the other Party.
- d. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements. Any amendments to or waivers of the provisions contained herein shall be made in writing and consented to by both Parties.
- e. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- f. Notices. Any notice to be given or any documents to be delivered by any party to any other herein shall be delivered in person or mailed by certified post and addressed to the City or Town Manager of the respective party.

IN WITNESS WHEREOF, each Party has caused this agreement to be duly executed on the day and year first above written by their duly authorized representative.

Attest:

THE CITY OF ASHEVILLE

Magdalen Burleson, City Clerk
(official seal)

Mayor

Attest:

TOWN OF BLACK MOUNTAIN

Town Clerk
(official seal)

Mayor

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid certify that Magdalen Burleson personally came before me this day and acknowledged that she is City Clerk of the City of Asheville, a North Carolina municipal corporation, and that by authority given and as the act of the corporation, that foregoing instrument was signed in its name by its Mayor and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this ____ day of _____, 2018.

Notary Public
Print or type name _____
My Commission Expires: _____

DRAFT

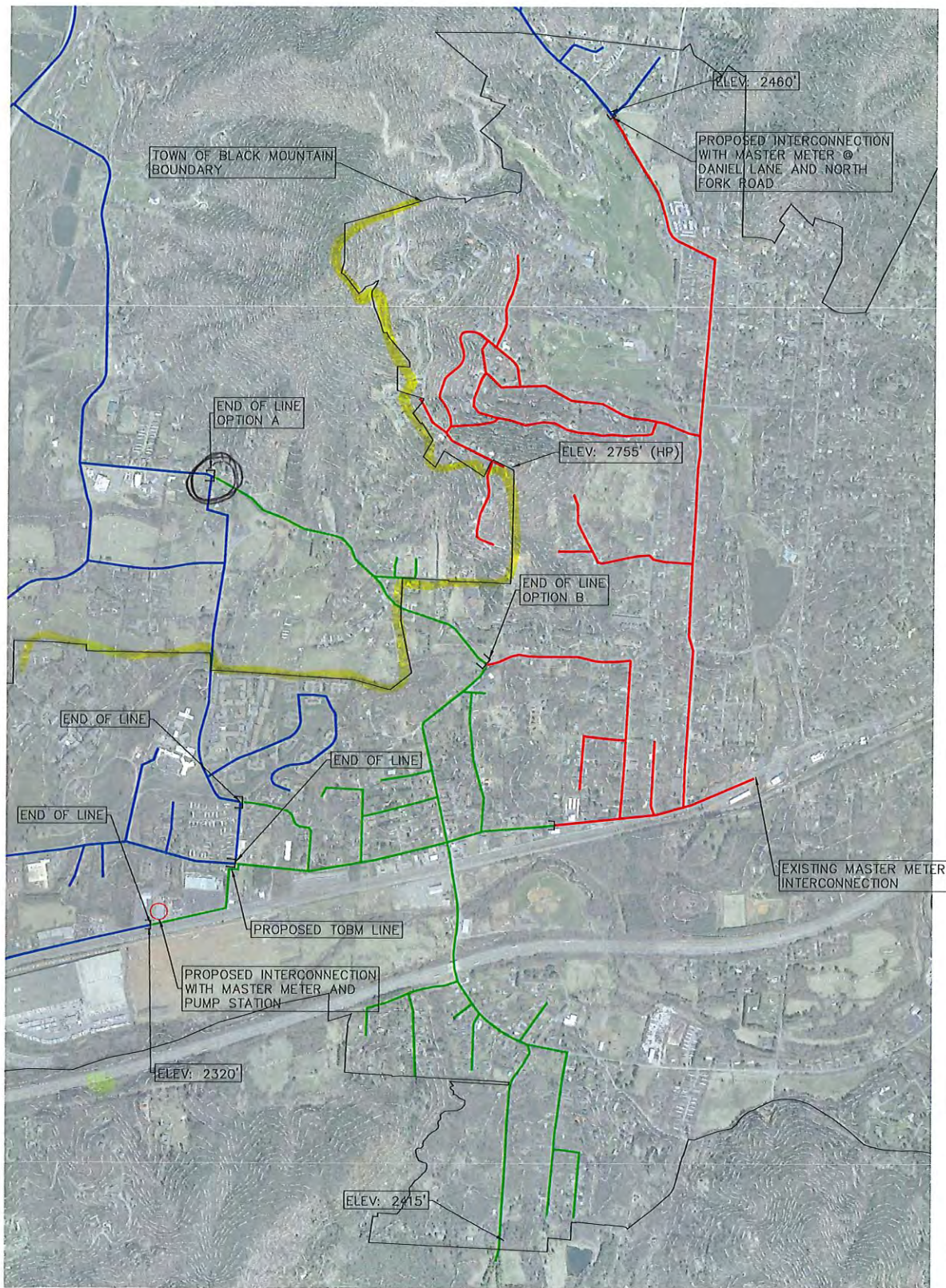
STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid certify that _____ personally came before me this day and acknowledged that he/she is the Town Clerk of the Town of Black Mountain, a North Carolina municipal corporation, and that by authority given and as the act of the corporation, that the foregoing instrument was signed in its name by its Mayor and attested by herself/himself as its Town Clerk.

WITNESS my hand and notarial seal this ____ day of _____, 2018.

Notary Public
Print or type name _____
My Commission Expires: _____



CITY OF ASHEVILLE /TOWN OF BLACK MOUNTAIN WATER SYSTEM INTERCONNECTIONS

SEPTEMBER 29, 2016

LEGEND	
BLUE	REMAIN COA LINES
GREEN	PHASE I LINES TO TOBM
RED	PHASE II LINES TO TOBM



**Minutes Follow
This Section**



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
AGENDA WORKSHOP MEETING MINUTES
April 5, 2018

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, April 5, 2018 at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to review the agenda for the regular monthly meeting scheduled for Monday, April 9, 2018 at 6:00 p.m.

1. CALL TO ORDER

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

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris
Alderman Jeremie Konegni
Alderman Carlos Showers
Alderman Ryan Stone

The following staff members were present:

Matt Settlemyer, Town Manager
Angela L. Reece, Town Clerk
Ronald E. Sneed, Attorney
Shawn Freeman, Police Chief
John Wilson, Deputy Fire Chief
Jamey Matthews, Public Services Director
Casey Conner, Recreation Services Director
Jessica Trotman, Planning Director

The Board reviewed the items that were proposed for the April 12, 2018 regular session meeting and ADDED New Item 2A, Proclamation Honoring Gay Currie Fox, AND New Item 8B, Approval of the 2018-19 Black Mountain Golf Course Rates.

Town Manager Settlemyer presented the proposed agenda to the Board of Aldermen. He stated Pastor Dough Mathis of Homer's Chapel in Black Mountain will give the invocation. Manager Settlemyer

Manager Settlemyer requested to add a proclamation honoring Gay Currie Fox to the agenda.

Alderman Ryan Stone moved to add the Proclamation Honoring Gay Currie Fox.
The motion was unanimously approved by a vote of 5-0.

Black Mountain Board of Aldermen
Agenda Workshop Minutes -April 05, 2018

Manager Settlemyer requested to add approval for the 2018-19 Black Mountain Golf Course Rates to the Agenda.

Manager Settlemyer stated the golf season has begun and recommends amending the rate schedule annually. He stated the new rates will increase the annual pass rate by \$150 for family, \$100 for 7 day passes and 5 day individual passes. Manager Settlemyer stated staff has proposed adding a walking fee of \$5 per day for anyone wishing to walk before 11:00 a.m. (Walkers are defined as golf players who walk the course rather than ride on a cart.) There is no walking fee after 11:00 a.m. or on the weekends. Manager Settlemyer stated this is an effort to maximize the value of the high demand t-times which are generating revenue and incentivize the walkers to play later in the mornings as this slows the rotation of players on the course down significantly. Manager Settlemyer also stated the creation of a players discount pass allows frequent players to receive discounts on green and cart fees. Alderman Larry B. Harris stated he feels it is prudent to approach this like a business in order for it to be a viable long-term operation.

Alderman Larry B. Harris moved to add the Approval of the 2018-19 Black Mountain Golf Course Rates to the agenda.

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

Manager Settlemyer discussed ***Item 8A***, Agreement for Transfer of Water Distribution System from the City of Asheville and presented a second draft agreement to the Board of Aldermen. Manager Settlemyer stated the City of Asheville will meet on May 15th to approve the agreement which will transfer 13 miles of line and 600 customers to the Town of Black Mountain. Manager Settlemyer stated the town currently has an agreement with the City of Asheville to purchase 200,000 gallons of water per day and stated staff is recommending purchasing 350,000 gallons up to 750,000 gallons per day to accommodate town needs.

Mayor Don Collins stated this is a very important decision that will impact the town for years to come. Manager Settlemyer stated no motion needs to be made at the next meeting but it is important to be discussed. Attorney Ron Sneed stated he has asked for clarification on some of the language in the proposed agreement such as defining “cost” of transferring the system lines. He also stated paragraph 9 has some language in it about liability he is not comfortable with. Attorney Sneed stated he is asking for exclusions of any past claims against the town once the lines are transferred. Attorney Sneed discussed purchasing capacity criteria and stated there were some automatic usage criteria in the current agreement. Manager Settlemyer suggested having allowances built into the rate and said this will be discussed further at the regular meeting. Alderman Larry B. Harris stated the current water system has a lot of pressure on it and said approving this agreement will be a valuable opportunity for the town.

Black Mountain Board of Aldermen
Agenda Workshop Minutes -April 05, 2018

There was no further discussion by the Board.

There being no further discussion, Mayor Don Collins adjourned the meeting at 5:32 p.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager



TOWN OF BLACK MOUNTAIN

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

Date: April 9, 2018 Time: 6:00 p.m. Regular Session Minutes

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

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

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

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

1. CALL TO ORDER

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

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris
Alderman Jeremie Konegni
Alderman Ryan Stone
Alderman Carlos Showers

The following staff members were present:

Matt Settlemyer, Town Manager
Dean Luebbe, Assistant Town Manager/Finance Director
Angela Reece, Town Clerk
Ron Sneed, Town Attorney
Shawn Freeman, Police Chief
Steve Jones, Fire Chief
Jessica Trotman, Planning Director
Jamey Matthews, Public Services Director
Casey Conner, Recreation Services Director

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

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

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In his announcements Mayor Collins announced applications were being accepted for all town boards and commissions and encouraged citizens to apply. The deadline is Friday May 18, 2018 to apply.

2. PROCLAMATION AND AWARD RECOGNITION

Mayor Don Collins read a proclamation honoring former Alderwoman Gay Currie Fox who passed away stating she will be missed by all those whose lives she touched during her life, especially the members of this Town Board, and her contributions will forever serve as an example of untiring and dedicated public service.

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.*

There were no citizen comments.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

At home viewers can view the video presentations by clicking [here](#).

A. Annual Recreation & Parks Report - *Recreation Director, Casey Conner*

Recreation and Parks Director Casey Conner delivered the annual recreation and parks report to the Board of Aldermen. Director Conner stated his department along with the Recreation Commission has recently completed the process for the CAPRA Accreditation. (Commission for Accreditation of Parks and Recreations Agencies). He stated if the accreditation is approved then his department will be the smallest in the nation to receive this accreditation. Director Conner stated the number of interactions continues to rise and reported having over 83,460 interactions with individuals in various recreational programs in 2017. Director Conner stated there are 98 registered gardeners for the 2018 season. He stated there were 464 garden volunteers who logged over 1,492 hours and donated 4,030 pounds of food in 2017. Director Conner stated the majority of the food is donated to Bounty & Soul for distribution back to our residents. Director Conner stated there are an average of 15 participants to the monthly movie nights and 30 participants in the lunch site. Director Conner spoke about participation in special events stating numbers continue to rise and programs and events are becoming more popular. Director Conner stated bounce house rental revenues have increased as well as rentals of the Grey Eagle.

B. Annual Recreation Commission Report – *Daniel Bennett, Vice Chair*

Vice Chair, Daniel Bennet delivered the annual recreation commission report to the Board of Aldermen. In his report Mr. Bennett stated the Commission has assisted the Recreation Department

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on developing policy and procedure guidelines, programming, community relations, and marketing activities over the past year for the CAPRA accreditation. Mr. Bennett encouraged the public to come out and participate in the monthly public meetings. Mr. Bennett stated the Commission has been involved giving input on current and future parks in town as well as being involved in all the changes at the Carver Center. Mr. Bennett thanked the Board of Alderman and staff of the Recreation Department for their support.

C. Annual Beautification Report – Rhonda Reedy, Secretary

Rhonda Reedy delivered the annual beautification report to the Board of Aldermen. In her report Ms. Reedy stated the Committee has had a 25% increase in membership over the last year and now have 60 members. The Committee maintains 21 garden sites in town throughout the year and designate 10 members to maintain Town Square. With ARC Grant funds and in conjunction with town staff and Public Works Department the Committee was able to design, construct, and place 32 mini-garden plant containers throughout the historic district. Ms. Reedy stated the Committee partnered with the Swannanoa Correctional Center for Women who grew some plant material for the project. Ms. Reedy discussed fundraisers such as the Annual Black Mountain Garden Show and Sale and stated these activities take time and financial support from the community. She said members worked approximately 2,500 hours a year which represents a contribution of just over \$18,000 at the minimum wage. Ms. Reedy stated with the funds that we receive from the town and Town Square Committee, they were able to maintain the 21 public garden sites and Town Square. The Board of Aldermen thanked the Committee for their efforts. Manager Settlemyer stated the Downtown Streetscape Project was featured as a model illustrating the collaborative effort between stakeholders and staff in the town.

Town Manager Settlemyer announced there will be an appreciation luncheon held for all town boards and commissions members on Friday, May 25, 2018 at the Lakeview Center.

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 Settlemyer presented the consent agenda to the Board of Aldermen.

A. Adoption of Minutes

Motion: *To adopt the minutes of March 8, 2018 (Agenda Session), March 8, 2018 (Closed Session), and March 12, 2018(Regular Session).*

There was no discussion by the Board.

Alderman Ryan Stone moved to approve consent item A as presented.

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

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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.*

Lisa Milton of 406 W State Street Black Mountain addressed the Board of Aldermen expressing her concerns and questions of the draft water transfer agreement regarding the fixed volume amounts. Mrs. Milton stated she is concerned about industry usage and would like to see the agreement language clarified.

7. UNFINISHED BUSINESS – NONE

8. NEW BUSINESS

A. Agreement for Transfer of Water Distribution System from the City of Asheville

Manager Settlemyer stated the Town currently provides water through 12 wells and by purchasing it from the City of Asheville. He stated the wells are able to generate 550 gallons of water per day leaving the Town to purchase the remaining capacity from the City. He stated over the last 25 to 30 years there have been attempts to drill wells and a total of 9 have been dry or shut down. He said we are at a critical time where the water production and growth meet. Manager Settlemyer stated there are times in the summer when the town is near capacity of what can be produced and purchased. Manager Settlemyer stated due to the limitations of the current valve on the system and the current agreement with the City, the Town is limited on the amount of water it can purchase. Manager Settlemyer stated the Town has been fortunate to receive grant funding for a new pumping station which will be located on the current public services building property on Highway 70 and said this may or may not create a limitation if the Board chooses to sell it later on. He stated this pumping station will be the connection between the Town of Black Mountain and City of Asheville and has the ability to produce more than 750,000 gallons per day. Manager Settlemyer stated the City of Asheville intends to have this agreement on for consideration at their May 15, 2018 meeting and recommended the Board of Aldermen approve it at their May 14th meeting. Manager Settlemyer stated the 600 water customers who will be taken in will save around 1\$ per month on their bill. Manager Settlemyer stated there will be an expense to taking over lines and reiterated through grant funding this project has become realized. Manager Settlemyer stated there will be costs of switching customers over and for maintenance and replacement of lines which will be capital investments over the next 2 to 3 years of approximately \$400,000. Alderman Larry B. Harris noted that the Water Fund is a very solid fund and can absorb the costs sufficiently. Manager Settlemyer stated he is confident in the efficiency of services through the transition period and believes the Town can provide an even higher level of service to customers. Manager Settlemyer stated the line transfer will be conducted in phases and that there has been a tremendous amount

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of engineering work on the first phase already completed through grant funds from the Goldenleaf Foundation and EDA. He stated the capital expenses will now be focused in the valves and cut-ins. Manager Settlemyer stated an RFP will be sent out soon and said work on phase 1 will begin early 2019. Mayor Collins asked how long the town could be sustained on this amount of water and Manager Settlemyer stated based on the past 5 year growth trends we could expect to be sustained for the next 28-30 years. Alderman Larry B. Harris noted that it is important to plan as large industry could drastically change these numbers. Manager Settlemyer stated this rate was conservative and does account for the full build out of the commerce park. He stated the Town is currently purchasing 200,000 gallons per day from the City of Asheville and needs an additional 100,000 gallons per day. Manager Settlemyer stated he does not feel it is prudent to purchase the entire 750,000 gallons until it is needed over the next few years. He said the way the current agreement reads is that if you use more than your allotted capacity for more than 3 months then it automatically increases. Manager Settlemyer stated he has concerns surrounding the language for this and for future increases and suggested one way to ensure we will have access to the full capacity would be to purchase it up front. Manager Settlemyer stated this would be an additional \$120,000 per year. Alderman Larry B. Harris stated the Board should seriously consider language to lock in to the full 750,000 gallons, perhaps in increments. Alderman Harris stated even if the Board chooses not to lock into the full 750,000 gallons initially he does feel it is reasonable to purchase more than 100,000 gallons at the onset due to Avadim facility coming. Alderman Harris also suggested having usages for the commerce park placed into the language of the document as well. Alderman Ryan Stone stated before a vote is reached he is particularly interested in seeing if the City of Asheville will disclose any problems in the phase II area that they are aware of. Attorney Sneed called attention to some liability language he had concerns about and stated he has contacted the City Attorney and is trying to reach an agreement.

Alderman Larry B. Harris suggested having an evening workshop to continue this discussion. The Board agreed and has set a date for Monday, April 23, 2018 at 4:30 p.m. at Town Hall.

B. Approval of the 2018-19 Rates of the Black Mountain Golf Course

Manager Settlemyer Manager Settlemyer stated the golf season has begun and recommends amending the rate schedule annually. He stated the new rates will increase the annual pass rate by \$150 for family (new rate \$1300), \$100 for 7 day (new rate \$950), and 5 day (new rate \$850) individual passes. Manager Settlemyer stated staff has proposed adding a walking fee of \$5 per round for anyone wishing to walk before 11:00 a.m. (Walkers are defined as golf players who walk the course rather than ride on a cart.) There is no walking fee after 11:00 a.m. or on the weekends. Manager Settlemyer stated this is an effort to maximize the value of the high demand times which are generating revenue and incentivize the walkers to play later in the mornings as this slows the rotation of players on the course down significantly. Vice Mayor Maggie Tuttle commended staff on the management of the Course and stated she is pleased with the progress and stated the condition of the Course has really improved.

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Vice Mayor Maggie Tuttle moved to approve the 2018-19 Black Mountain Golf Course Rate Increase as presented.

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

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 – None at this time.

B. Town Manager –Town Manager Settlemyer clarified his comments during the last Board meeting regarding transfer trucks on Highway 70 through the downtown streets stating the Town cannot prohibit trucks on NCDOT highways and stated he feels confident the proposed interchange will alleviate some of the pressure and feels trucks will naturally take the route that is more economical for them. Manager Settlemyer reminded the public of the budget workshop on April 19, 2018 at 8:30 a.m.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Larry B. Harris stated there will be a lot of discussion in the community about Blue Ridge Road over the coming months and years. He went on to say that does not think it is fruitful or kind to tell people who are facing such change that it will all be “okay” and that it will be great for them. Alderman Harris said hopefully the changes coming near their homes will have some positive impact on them in due time but change is hard. Alderman Harris stated that he wants the people in the Blue Ridge Road Community to know the Board understands that they will be impacted more than others and knows this is hard, and in some cases traumatic. He went on to say that he does believe the changes that are coming are inevitable and essential for the wellbeing of the community over the next 20 years and forward.

Mayor Don Collins concurred with Alderman Harris’ comments and added he feels certain that large truck traffic in Downtown Black Mountain will be greatly reduced if not eliminated with the construction of a new interchange.

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12. ADJOURNMENT

There being no further business, Mayor Don Collins adjourned the meeting at 7:30 p.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
BUDGET WORKSHOP CIP MEETING MINUTES
April 19, 2018

THE BLACK MOUNTAIN BOARD OF ALDERMEN held a budget workshop and capital improvement plan meeting on Thursday, April 19, 2018 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to discuss the budget and capital improvement plan projects for the Town. The next scheduled budget workshop and capital improvement plan meeting is scheduled for Thursday, April 19, 2018 at 8:30 a.m. at Town Hall.

1. CALL TO ORDER

Mayor Collins called the meeting to order at 8:35 a.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Jeremie Konegni
Alderman Carlos Showers
Alderman Ryan Stone

The following staff members were present:

Matt Settlemyer, Town Manager
Dean Luebbe, Assistant Town Manager/Financial Services Director
Angela L. Reece, Town Clerk
Shawn Freeman, Police Chief
John Wilson, Deputy Fire Chief
Jessica Trotman, Planning Director
Jamey Matthews, Public Services Director
Casey Conner, Recreation Services Director
Ronald E. Sneed, Attorney-Absent

Mayor Don Collins called the meeting to order and opened the floor for discussion.

Town Manager Settlemyer began the discussion with the Budget Overview and a Changes in Budget handout which is made part of and included in these minutes. Manager Settlemyer discussed the **Total Funds Budget Summary** on page 7 of the FY2018-19 Manager's Recommended Budget document comparing it to FY2017-18 adopted budget, stating the General Fund has decreased by 1.75%, Water Fund has increased by 5.59%, and the Golf Fund has decreased by 5.64%. Manager Settlemyer stated he considers the recommended budget a flat budget due to sales tax and franchise tax revenues flattening out. He stated growth and property tax are steady and revenues are steady. The total FY2018-19 Managers Recommended Budget is **\$11,021,329.**

Black Mountain Board of Aldermen
Budget Workshop CIP Meeting Minutes - April 19, 2018

Manager Settlemyer discussed ***Fund Balance and Debt*** stating the town had \$5.3M in debt in 2011 and has a little over **\$4M** in 2018 and that's after adding \$1.5M for the purchase of the Foam & Fabric building for Public Services and Recreation. Manager Settlemyer stated the fund balance has gone up and debt has gone down.

Manager Settlemyer discussed ***Capital Reserve Funds*** on page 115 of the Managers Recommended Budget stating this is our biggest year for capital investments. Manager Settlemyer stated it is important to continue to set aside funds in capital reserve to pay for projects and capital items. He cautioned the Board that once funds are designated for capital reserve then those funds are set aside for that purpose. Manager Settlemyer encouraged the Board to continue the practice of setting money aside in capital reserve funds to pay for larger projects and equipment needs in future years rather than incurring debt for them. Manager Settlemyer reminded the Board once funding is placed into a capital reserve fund then it is designated for capital projects. He stated the type of capital item can change but the funding is committed for capital.

Manager Settlemyer stated the Planning Department has many capital projects which may be of interest to the public. He stated a recommendation has been made by the MPO subcommittee for project prioritization for grant funding to complete the River Walk Phase II project and will go to the MPO Board in April for final approval. Manager Settlemyer stated if approved this will add an additional \$2.25M to the project cost. He reminded the Board they have been setting aside \$80,000 per year beginning in FY2015-16 for a five year period totaling \$400,000, which is 20% of the initial total project cost of approximately \$2M. He stated due to budget adjustments for engineering and connections underneath Highway 9, additional connections into the Downtown area as well as connections to Montreat, the total cost has increased an additional \$2.25M and said the Board now needs to consider how they wish to continue to fund this project. Manager Settlemyer stated if approved, the Board would now be committing an additional \$400,000 and they could choose to extend the timeline and keep placing funding in capital reserve then adjust the timeline depending on additional sources of funding. At this time the total project cost to complete the River Walk Greenway will be \$4.25M and the Town's 20% grant funding match will be \$800,000. Manager Settlemyer said there are a lot of other needs in town this needs to be balanced with and feels this is a balanced approach.

Manager Settlemyer discussed other projects and small area plans which will tie into the proposed Blue Ridge Road Interchange. Manager Settlemyer discussed the downtown traffic study and said we have received funding but it will not be available until July 1, 2018 and said due to the processes and data collection timeframe it could take over 6 months to begin the study. Manager Settlemyer addressed the parking reconfiguration on Cherry Street. MSD has been in the area replacing sewer lines and will ultimately be repaving Cherry Street. Manager Settlemyer stated they will re-stripe the street as it is now unless the Board wishes to reconfigure the traffic pattern. Several business owners including, Walter & Sydney McDougald of Sweets on Cherry Street, Stephanie Wilder of Chifferobe, and Lynsey Smith of DANG! Mountain Fairy Hair came to the meeting with a petition which is made part of and included in these minutes asking the Board of Aldermen to reconfigure the traffic pattern and stripe Cherry Street once MSD re-paves it. Manager Settlemyer stated he does not know what the traffic and circulation study will determine but said Cherry, Broadway and Sutton will be re-paved very soon. Mayor Don Collins discussed the concerns of business

Black Mountain Board of Aldermen
Budget Workshop CIP Meeting Minutes - April 19, 2018

owners and the restriping of the street after MSD re-paves it. Manager Settlemyer stated he has approached Mark Teague who was a division engineer with NCDOT who advised he would survey Cherry Street for \$2,000. Manager Settlemyer stated he feels an engineering study by a traffic engineer is needed. Alderman Larry B. Harris stated he is in favor of Cherry Street being a one way street but is concerned about the pattern and the impacts in Town. Alderman Harris said he believes the traffic study is needed to address traffic flow throughout the Town, however for this particular project he believes it makes good sense to approach Teague's firm for recommendations. Manager Settlemyer stated this funding would come from the FY2017-18 Budget.

Alderman Larry B. Harris moved to engage J.M. Teague Engineering firm to conduct a traffic study and make recommendations for Cherry Street to make it one way.

The motion passed unanimously by a vote of 5-0.

Manager Settlemyer asked for clarification from the Board that they do wish to continue with the traffic study and the Board advised to proceed. Assistant Manager/Finance Director Dean Luebbe stated the traffic study is included in the recommended budget in the amount of \$35,000, of which \$28,000 will be covered through grant funding. The Town's portion will be \$7,000.

Alderman Larry B. Harris stated he would like to see a bit more clarification when it comes to grant funded project figures and said he believes it would be more helpful to citizens to know where their tax dollars are allocated rather than seeing total project costs. Mr. Luebbe stated these figures are broken down further under the project descriptions in the following pages. The parking and circulation study is broken down on page 133.

Manager Settlemyer continued the discussion with several of the projects for the Fire Department including living quarters updates at the Public Safety Building and the future purchase of a new fire truck. Alderman Carlos Showers clarified the living quarters updates are not cosmetic and are for the foundation of the building. Alderman Showers stated this renovation has been discussed various times since his tenure on the Board and said the foundation sits on pylons over an underground stream and is crumbling. Alderman Showers stated the repairs to the Public Safety Building are long overdue. Manager Settlemyer reminded everyone of the cash purchase in 2017 of a \$550,000 fire truck that resulted from four years of savings set aside in capital funds and praised the Board for continuing this practice.

Mayor Don Collins inquired about the bridge replacement capital project on page 159 which is listed in FY19-20 at a cost of \$800,000. Manager Settlemyer stated this project is listed only if the Town can receive grant funding to offset the cost of replacement. Mr. Luebbe confirmed that each year the safety rating of the bridge declines which makes the bridge more eligible for grant funding and stated the project will be moved out to later fiscal years depending on funds.

Alderman Larry B. Harris inquired of renovation costs pertaining to the new Public Services/Recreation building on Black Mountain Avenue and Manager Settlemyer stated staff has budgeted for \$50,000 initially to bring the building into compliance for staff to move in.

Mayor Don Collins inquired regarding the 3 police vehicles being requested on page 135. Manager Settlemyer recalled purchasing two during the last fiscal year and reminded the Board that police restricted revenues were used to purchase a vehicle in January 2018 to replace a vehicle with

Black Mountain Board of Aldermen
Budget Workshop CIP Meeting Minutes - April 19, 2018

transmission failure. Chief Shawn Freeman stated the Police Department has four vehicles with well over 100,000 miles and said two of those vehicles are over 12 years old. Chief Freeman stated he was looking at purchasing vehicles with extended warranties of 100,000 miles which will save the town repair and maintenance costs over the life of the vehicle. Chief Freeman said of the vehicles he is looking to process out one cost the town \$5,420 and another cost \$6,264 in repairs due to no warranties and age. Chief Freeman stated the goal is to update the fleet and to process vehicles out on time to save the town money. He said if this process was implemented it would have had a potential savings of \$11,000 \$15,000. Chief Freeman also stated the request is to purchase all wheel drive vehicles and a pickup truck which can be utilized in hazardous weather conditions as well as in assisting the Public Services Department with barricade placement during festivals. Chief Freeman stated he plans to narrow the reserve fleet down to two vehicles. Reserve vehicles are used when another vehicle needs maintenance.

Manager Settlemyer discussed police radio replacement and stated Chief Freeman has approached a vendor who has agreed to lease to own a complete system. Mr. Dean Luebbe stated staff feels it is urgent to purchase a system and said the other option is to budget funding annually and have a system peace-mealed together. Mr. Luebbe stated a vendor has agreed to install a complete new system now with 0% interest and agreed to allow annual payments beginning in FY 19-20 for the next three years totaling approximately \$390,000. Chief Freeman stated the VIPER radio system will bring the Police Department up to the recommended standard and allow them to communicate with other agencies for officer safety. He said currently Black Mountain Police Department does not have that capability and referred to an emergency call not long ago citing once officers were out of range they have no radio contact at all with dispatch or other officers. Manager Settlemyer stated he wanted to be clear if approved this is a committeeman in future years by the Board.

Alderman Ryan Stone stated generally the Board's policy was to replace two police vehicles per year and discussed the budget outline on page 3 regarding personnel. Alderman Stone stated he preferred allowing the purchase of two police vehicles, and using the additional funding from the third vehicle to provide merit raises for employees in addition to the proposed 3% cost of living raise. Mr. Luebbe stated a police vehicle purchase averages anywhere from \$35,000 to \$38,000 and said a 1% merit raise for employees would average around \$40,000. Manager Settlemyer suggested awarding employees a merit raise rather than a merit bonus, which is a one-time bonus check. Manager Settlemyer stated merit bonuses have been awarded to eligible employees twice in the last five years and although it is a cost savings to the town it does not have a long term effect on employee salaries and their retirement. Manager Settlemyer stated all employees are appreciative for any type of raise they receive but feels a merit raise is a way to encourage employees to stay with the town for a long time. He stated he feels the benefits are competitive and beneficial to employees but the average employee looks at their net pay. Department heads discussed issues surrounding salary compression with the Board saying they feel merit raises are beneficial in relieving compression issues between new hires and long term employees and would incentivize employees to go above and beyond what is required of them. Alderman Larry B. Harris stated his perception of building a merit raise into the compensation structure is that it becomes part of the cost of living and is given to all employees. Alderman Harris discussed budgeting projections and stated the Board would not budget the full 1% for a merit raise as not everyone would receive it. The Board asked Mr. Luebbe to provide merit projections for future years on the budget.

Black Mountain Board of Aldermen
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Alderman Ryan Stone stated the Town will always need new police cars and new equipment but said the investment, and most important part, are the employees. Alderman Stone said he would like to see resources being allocated to the employees as a way of being appreciative of them and stated they are undervalued nationally and at the state level and said he will not allow this to happen to Black Mountain.

Alderman Carlos Showers inquired of the current performance evaluations and clarified this is used in order to determine a merit raise. Mayor Don Collins requested salary and compensation including any bonuses for all employees of the town to be presented to the Board by their next budget meeting.

Manager Settlemyer discussed items that need to be considered which do not impact the budget such as recommending an increase in the fire district tax by 2 cents in order to fund an additional position at the Fire Department. The Board favored this if the fire tax was increased. Manager Settlemyer stated the Police Department has also requested an additional position and could fund it using the monies that were allocated for the BCAT partnership with the County and by using funding saved by reducing the overtime and part time budget at the Police Department. The Board expressed concern of future overtime costs rising.

There was no further discussion.

The Board agreed to hold the next Budget Workshop/CIP Meeting on Monday, April 30, 2018 at 8:30 a.m. at Town Hall.

There being no further business, Mayor Collins adjourned the meeting at 11:15 a.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL WATER AGREEMENT WORKSHOP MINUTES
April 23, 2018

THE BLACK MOUNTAIN BOARD OF ALDERMEN held a water agreement workshop meeting on Monday, April 23, 2018 at 4:30 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to discuss the agreement for transfer of water distribution system and second amendment to the wholesale water purchase agreement between the City of Asheville and the Town of Black Mountain.

1. CALL TO ORDER

Mayor Collins called the meeting to order at 4:30 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Jeremie Konegni
Alderman Carlos Showers
Alderman Ryan Stone

The following staff members were present:

Matt Settlemyer, Town Manager
Dean Luebbe, Assistant Town Manager/Financial Services Director
Angela L. Reece, Town Clerk
Ronald E. Sneed, Attorney
Shawn Freeman, Police Chief
John Wilson, Deputy Fire Chief
Jessica Trotman, Planning Director
Jamey Matthews, Public Services Director

David Melton, Interim Director of Water Resources, City of Asheville

Mayor Don Collins called the meeting to order and opened the floor for discussion.

Town Manager Settlemyer began the discussion and stated the Town currently produces 550,000 gallons of water per day and has an agreement with the City of Asheville to purchase up to 200,000 gallons of water per day. Manager Settlemyer recalled receiving economic development grant funding for the Avadim project in the Black Mountain Commerce Park which will be utilized to construct a high capacity water pumping station on Highway 70 in order to service the Commerce Park as well as additional water customers. Manager Settlemyer stated the Commerce Park will utilize approximately 225,000 gallons of water per day initially and more when it is fully occupied by other industries that support the Commerce Park.

Black Mountain Board of Aldermen
Special Call Water Agreement Workshop Minutes - April 23, 2018

Manager Settlemyer referenced the water line transfer map which is made part of and included in these minutes. He stated the agreement has two phases with the first phase transferring water lines on Highway 70 and Blue Ridge Road and Access Road with the second phase transferring lines on Allen Mountain and the Golf Course. Manager Settlemyer stated there will be approximately 600 water customers who will be transferred into the Black Mountain water system. Manager Settlemyer stated he anticipated usage of 650,000 gallons per day for residential customers and said the Town of Black Mountain charges \$2 less per customer than the City of Asheville.

Manager Settlemyer stated the underlying issue is having control of water lines that are in the Town of Black Mountain so we may maintain the lines and serve our customers better. Approximately 13 miles of the City of Asheville's water distribution system, which it currently owns and maintains, is located within the corporate limits of Black Mountain and serves approximately 600 customers.

Manager Settlemyer referred to the Second Amendment to the City of Asheville's Wholesale Water Purchase draft Agreement with the Town of Black Mountain which is made part of and include in these minutes and stated he is concerned with the City's available capacity and would like to see language in the draft purchase agreement regarding fixed volume amount amended to guarantee available capacity to the Town of Black Mountain in future years.

David Melton, City of Asheville Water Resources Interim Director stated the City of Asheville's water system is averaging approximately 20M gallons per day and has a capacity of 43M between all three plants. Mr. Melton stated there are protections built in by state law to ensure available capacity. He said once the system reaches 80% of capacity then the State requires mandatory plant expansion and if they get to 90% then they are mandated to begin construction. Mr. Melton stated the demographic served is not irrigation driven like other systems and would have to grow half again before capacity is an issue. He said the new pumping station is being designed to accommodate 750,000 gallons per day.

Attorney Ron Sneed discussed the agreements with the Board. The recommended changes appear in red in the attached document. Mr. Melton stated he cannot speak for his legal department but said if the Town wishes to lock it 750,000 gallons per day capacity then they will have to pay for it. Mr. Melton cited the fair rate structure in the Sullivan Acts and discussed legal issues surrounding wholesale purchasing of water from the City.

Attorney Sneed stated he will craft a new proposal with a tiered system for purchasing up to 750,000 gallons per day which is subject to the other limitations of the agreement. Attorney Sneed stated we are looking 20-30 years down the road at some assurance for our water system and said it is foreseeable that the commerce park could host an industry that could use a lot of water in the future. The Board agreed they would like to see an agreement with commitment from the City to provide additional capacity when it is needed.

Black Mountain Board of Aldermen
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Mr. Melton said he is comfortable with presenting options to his council and legal team. Mr. Melton proposed proceeding with the transfer of assets and pay for capacity at an agreed upon rate in May then revisiting the long term agreement in 90 days. The Board was open to this suggestion and will continue discussions at their regular scheduled meeting on May 14, 2018.

There being no further business, Mayor Collins adjourned the meeting at 5:47 p.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

**AGREEMENT FOR TRANSFER OF WATER DISTRIBUTION
SYSTEM FROM CITY OF ASHEVILLE TO THE TOWN OF BLACK
MOUNTAIN**

THIS AGREEMENT (herein the "Agreement") made and entered into this _____ day of _____, 2018, by and between the City of Asheville, a municipal corporation existing under the laws of the State of North Carolina (herein the "City"), and the Town of Black Mountain, a municipal corporation existing under the laws of the State of North Carolina (herein "Black Mountain") (collectively the "Parties").

WITNESSETH:

WHEREAS, N.C. Gen. Stat. §§ 160A-312(a) and 311(2) authorize municipalities to acquire, construct, establish, enlarge, improve, maintain, own, operate and contract for the operation of a public enterprise, which includes a water supply and distribution system, to furnish services both inside and outside its corporate limits; and

WHEREAS, N.C. Gen. Stat. § 160A-274, authorizes governmental units to exchange with, ~~lease to, lease from, sell to, or purchase from any other governmental unit~~ any interest in real or personal property, with or without consideration; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes units of local government to enter into ~~contracts or agreements with each other in order to execute any undertaking,~~ which is defined by N.C. Gen. Stat. § 160A-460(1) as the contractual exercise by one unit for one or more other units, of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, the City owns and operates a water supply and distribution system which provides water for the residents and businesses within and outside the corporate limits of the City of Asheville; and

WHEREAS, approximately thirteen (13) miles of the City's water distribution system which it currently owns and maintains is located within the corporate limits of Black Mountain and serves approximately 600 customers and;

WHEREAS, Black Mountain owns and maintains its own water distribution system and in many areas within the corporate limits of Black Mountain, the two water distribution systems run parallel to each other and are redundant; and

WHEREAS, the water distribution system owned by the City located in the corporate limits of Black Mountain is aging and in need of repair and/or replacement; and

WHEREAS, Black Mountain and the City desire and agree that the City will transfer the City's water distribution system to Black Mountain for full ownership and maintenance, as more specifically identified on the City of Asheville/Town of Black Mountain Water System Interconnections map, which is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Asheville City Council adopted Resolution No. [REDACTED] allowing for the transfer of the City's water distribution system identified on Exhibit A to Black Mountain for full ownership and maintenance.

WHEREAS, the Black Mountain Town Council adopted Resolution No. R-18-06 accepting the transfer of the City's water distribution system identified on Exhibit A to Black Mountain for full ownership and maintenance.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. Property to be Transferred.

The City shall transfer to Black Mountain and Black Mountain shall receive and accept from the City the following (collectively referred to as the "Water Distribution System"):

- a. All pipes, water lines, hydrants, pump stations, force mains, mains, meters, meter boxes, water tanks, pump stations presently in use by the City related to the Water Distribution System as identified on Exhibit A.
- b. All of the City's rights, titles and interests in land, easements and encroachment agreements necessary to own and operate the Water Distribution system as identified on Exhibit A.

2. Transfer Phases and Dates. The transfer of the Water Distribution System shall occur as follows:

- a. **Phase One Transfer Date.** The transfer of the Water Distribution System from the City to Black Mountain indicated by the green lines on Exhibit A will occur on or before _____, 2018.
- b. **Phase Two Transfer Date.** The transfer of the Water Distribution System from the City to Black Mountain indicated by the red lines on Exhibit A will occur one (1) year after the Phase One Transfer Date.

3. Water Distribution System Transfer

On the Date(s) of Transfer, Black Mountain shall assume immediate and sole duty, responsibility, and liability for financing, operating, maintaining, improving and expanding the Water Distribution System as identified on Exhibit A. Black Mountain shall have the sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of this Agreement and future operation of the Water Distribution System.

On the Date(s) of Transfer, the City's rights, title and interest in the real property related to the Water Distribution System shall be conveyed by the City to Black Mountain by an appropriate instrument suitable for recording in the Office of the Register of Deeds for Buncombe County, North Carolina. Any easements or encroachments that have not been obtained by the City but are required to be obtained as part of the operational and maintenance needs of the Water Distribution System shall be the sole responsibility of Black Mountain.

Subsequent to the Date(s) of Transfer, the Parties agree to execute all such further instruments of conveyance, documents, or transfers required or necessary to carry out the intent and purpose of this Agreement if and as that may become necessary in the future.

4. Customer Transfer

On the Date(s) of Transfer, the City shall transfer to Black Mountain the approximately 600 customer accounts that are served by the Water Distribution System. All customers and users of the Water Distribution System shall become subject to all the rules, regulations and ordinances of Black Mountain as the same apply to all users and customers of the water system of Black Mountain.

Subsequent to the Date(s) of Transfer, all future requests for new service connections and/or extensions to the Water Distribution System will be made to Black Mountain and is the responsibility of Black Mountain. Black Mountain shall be entitled to the receipt of all revenues from the Water Distribution System and any extensions thereof.

5. Records Transfer

On the Date(s) of Transfer, and as allowable by law, the City shall transfer to Black Mountain all available reproducible and electronic copies of any and all records, data, and information that are in the City's possession, related to the Water Distribution System, which include, but are not limited to, the following:

- a. Construction contracts, drawings, maps and all other related documents;
- b. Billing collection and payment records of all present customers;
- c. A listing of all actual service locations;
- d. Pending applications for water service;
- e. Contracts or agreements to provide water service currently in effect;

- f. Repair and maintenance records; and
 - g. Copies of all recorded easements and encroachment agreements.
6. **Cost.** Any engineering or construction costs incurred as a result of the transfer of the Water Distribution System from the City to Black Mountain shall be borne by Black Mountain.
7. **Term.** This Agreement shall be perpetual. The parties hereby agree that such perpetual duration is reasonable and necessary in light of the purposes of this Agreement.
8. **No Representations or Warranties.** No representations or warranties, express, implied, legal, conventional or otherwise, are made by the City with respect to the ownership, title to, value, repair, condition (including physical and environmental condition), quality or design, of the Water Distribution System or any real property related thereto, it being the express intention of the City that the Water Distribution System is hereby conveyed, transferred and/or assigned to Black Mountain in its present condition and state, on an "as is" and "where is" basis, with all faults and without any representation or warranty of any kind. Black Mountain accepts the transfer of the Water Distribution System on an "as is" and "where is" basis.

9. **Release of Liability.**

To the extent allowed by law, Black Mountain hereby releases, acquits, and forever discharges the City and its predecessors, successors, affiliates, subsidiaries and assigns, and any person or entity acting for, or on the City's behalf, including, in their capacities as such, without limitation, their respective past, present, and future officers, directors, employees, attorneys, agents, administrators, representatives, successors and assigns from any and all past, present or future actions, causes of action, claims, demands, obligations, rights, costs, damages, fines, penalties and expenses of any kind, known or unknown, absolute or contingent, whether at law or in equity, arising out of or relating to, directly or indirectly, the ownership, construction, operation and/or maintenance of the Water Distribution System, the transfer of the Water Distribution System and/or any term or condition of this Agreement, EXCEPT for any claims for personal injury or property damage arising from actions or events occurring prior to the transfer of the system to Black Mountain.

10. **Relationship to Wholesale Water Transfer Agreement**

The Parties agree that this Agreement does not change or modify any of the parties' obligations contained in the Wholesale Water Purchase Agreement with the Town of Black Mountain executed by the parties on February 14, 2006, and any amendments thereto, which shall remain in full force and effect in accordance with its terms until further amended by the parties, it being anticipated and understood that the City shall

continue to sell water to Black Mountain pursuant to such agreement or any future amended agreement or replacement agreement.

11. Representations and Warranties of the Parties

The Parties represent as follows:

- a. The Parties are duly organized, validly existing municipal corporations. The Parties have all requisite power and authority and have taken all requisite action necessary to (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement;
- b. The governing bodies of the Parties have approved the Parties entering into this Agreement; and
- c. This Agreement constitutes, when executed and delivered, valid and binding obligations of the Parties, enforceable in accordance with their terms.

12. General Terms and Conditions

- a. Joint Agency. No joint agency is established by this Agreement.
- b. Governing Law. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- c. Assignability. This Agreement is not assignable by either Party without the prior written consent of the other Party.
- d. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements. Any amendments to or waivers of the provisions contained herein shall be made in writing and consented to by both Parties.
- e. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- f. Notices. Any notice to be given or any documents to be delivered by any party to any other herein shall be delivered in person or mailed by certified post and addressed to the City or Town Manager of the respective party.

IN WITNESS WHEREOF, each Party has caused this agreement to be duly executed on the day and year first above written by their duly authorized representative.

Attest:

THE CITY OF ASHEVILLE

Magdalen Burleson, City Clerk
(official seal)

By: _____
Gary W. Jackson, City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____ Notary Public of the County and State aforesaid 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 municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 2017.

Notary Public
Print or type name _____
My Commission expires _____

THE TOWN OF BLACK MOUNTAIN

Attest:

Town Clerk
(official seal)

By: _____
Matt Settlemyer, Town Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State aforesaid do hereby certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Black Mountain, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town Manager and attested by him/herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2017.

Notary Public

Print or type name: _____

My Commission Expires: _____

DRAFT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE



**SECOND AMENDMENT TO CITY OF ASHEVILLE'S WHOLESALE WATER
PURCHASE AGREEMENT WITH THE TOWN OF BLACK MOUNTAIN**

This Second Amendment to the Wholesale Water Purchase Agreement (the "Agreement") made and entered into this ____ day of _____, 2018 by and between the City of Asheville, a municipal corporation existing under the laws of North Carolina (herein the "City") and the Town of Black Mountain, a municipal corporation existing under the laws of the State of North Carolina (herein "Black Mountain") (collectively the "Parties").

WHEREAS, the Parties hereto entered into the Agreement on February 14, 2006 for the wholesale purchase of a portion of the City's water supply by Black Mountain; and

WHEREAS, the Agreement automatically renews on a year-to-year basis beginning on April 30, 2007 unless either party gives 30 (thirty) days written notice; and

WHEREAS, pursuant to authority given by the Asheville City Council ("City Council") in Resolution No. 09-191, the parties executed Amendment 1 to the Agreement allowing Black Mountain to request a reduction of capacity commitment one year after an approved capacity increase; and

WHEREAS, Black Mountain is requesting an increase in water capacity commitment of the City from 200,000 gallons per day to 300,000 gallons per day and the City agrees to provide such increase;

WHEREAS, and the Parties agree to amend the Agreement and both governing boards approved the modification to the Agreement; and

NOW THEREFORE, the Parties agree as follows:

1. Section B. 1 of the Agreement shall be revised to read:

The City will commit to deliver treated water to Black Mountain from the City's water system not to exceed 300,000 gallons per day.

2. Section B.4 of the Agreement shall be revised to read:

Black Mountain intends to expand the fixed volume amount received in Section B.1 by the City to 750,000 gallons per day over approximately the next twenty (20) years. Black Mountain may renegotiate the fixed volume amount upward with the City anytime during term of this Agreement upon a thirty (30) day written notice to the Director. If the requested amount is available and 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, the Director shall negotiate in

good faith within thirty (30) days of receiving the request for a new fixed volume monthly amount.

3. Except as herein amended, all remaining provisions of the Agreement and Amendment 1 to the Agreement shall remain in effect.

This the ____ day of _____, 2018.

Attest:

THE CITY OF ASHEVILLE

Magdalen Burleson, City Clerk
(official seal)

Mayor

Attest:

TOWN OF BLACK MOUNTAIN

Town Clerk
(official seal)

Mayor



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
BUDGET WORKSHOP CIP MEETING MINUTES
April 30, 2018

THE BLACK MOUNTAIN BOARD OF ALDERMEN held a budget workshop and capital improvement plan meeting on Monday, April 30, 2018 at 8:30 a.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to discuss the budget and capital improvement plan projects for the Town. The next scheduled budget workshop and capital improvement plan meeting is scheduled for Monday, May 21, 2018 at 8:30 a.m. at Town Hall.

1. CALL TO ORDER

Mayor Collins called the meeting to order at 8:30 a.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Jeremie Konegni
Alderman Carlos Showers
Alderman Ryan Stone

The following staff members were present:

Matt Settlemyer, Town Manager
Dean Luebbe, Assistant Town Manager/Financial Services Director
Angela L. Reece, Town Clerk
Shawn Freeman, Police Chief
John Wilson, Deputy Fire Chief
Jessica Trotman, Planning Director
Jamey Matthews, Public Services Director
Casey Conner, Recreation Services Director
Ronald E. Sneed, Attorney-Absent

Mayor Don Collins called the meeting to order and opened the floor for discussion.

Alderman Carlos Showers discussed the Town's travel reimbursement policy and stated he would like to suggest an amendment to add lodging fees not to exceed \$150.00 per night. Alderman Showers also stated that there should be language added authorizing the Town Manager to make exceptions. Alderman Showers asked for an amended policy to be presented to the Board at their next regular meeting.

Alderman Carlos Showers moved to amend the Town of Black Mountain Travel and Expense Reimbursement Policy to include lodging.

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

Black Mountain Board of Aldermen
Budget Workshop CIP Meeting Minutes - April 30, 2018

Mayor Don Collins discussed contributions to outside organizations listed on page 18 of the recommended budget and suggested increasing the dollar amount for the Black Mountain Swannanoa Valley Christian Ministry to \$5,000.

Alderman Larry B. Harris moved to increase the one time contribution to the Black Mountain Swannanoa Valley Christian Ministry to \$5,000.

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

Mayor Don Collins stated he would like to schedule a third budget meeting to give staff additional time to prepare the financial information the Board has asked for. The Board agreed and scheduled their next budget meeting for Monday, May 21, 2018 at 8:30 a.m. at Town Hall.

There being no further business, Mayor Collins adjourned the meeting at 8:45 a.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager