



TOWN OF BLACK MOUNTAIN

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

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

AMENDED

Regular Session Agenda

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

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

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

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

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Pastor Doug Mathis, Homer's Chapel, Black Mountain*
- Announcements – *Mayor Don Collins*

2. PROCLAMATION AND AWARD RECOGNITION

A. *Gay Currie Fox*

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. *Annual Recreation & Parks Report – Recreation Director, Casey Conner*
- B. *Annual Recreation Commission Report – Terry McElrath, Chair*
- C. *Annual Beautification Report - Rhonda Reedy, Secretary*

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

April 9, 2018

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

Consent Motion: *To approve consent item A 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.*

7. UNFINISHED BUSINESS – NONE

8. NEW BUSINESS

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

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

Motion: *To approve the 2018-19 rate schedule for Black Mountain Golf Course as presented.*

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



Proclamation

“Gay Currie Fox”

April 2018

WHEREAS: the Black Mountain community mourns the loss of our friend and devoted servant, Gay Currie Fox, who lived a life filled with vision, wisdom and determination faithfully serving the citizens of Black Mountain as a Town Alderwoman for two terms (December 1981 – November 1985) and,

WHEREAS: throughout her years of selfless service, our town and valley have benefited from Gay’s vision, leadership, and concern for her fellow citizens; and

WHEREAS: in addition to her service to many community organizations, Gay served as a founding and long term board member of the Swannanoa Valley Dr. Martin Luther King Jr. Prayer Breakfast, and was instrumental in the conversion of the old town hall into the Black Mountain Center For the Arts; and

WHEREAS: while serving as Alderwoman, she spearheaded the radical transformation of Lake Tomahawk Park converting it into a town jewel, the recreational hub of the community; initiated the establishment of a professional Recreation and Parks Department; and was instrumental in reviving the Carver School on two occasions; and

WHEREAS Gay 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; and

NOW, THEREFORE, I, Donald S. Collins, Mayor of the Town of Black Mountain, and the Board of Aldermen express sincere appreciation for her tireless volunteerism, political activism, unselfish and dedicated service, and recognize the significant impact her visionary ideas continue to contribute to the Black Mountain community.

SIGNED this 9th day of April 2018.

Attest:

Donald S. Collins, Mayor

Angela Reece, Town Clerk

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

Meeting Date: April 9, 2018

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

AGENDA INFORMATION

Agenda Location:	New Business
Item Number:	8A
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: DISCUSSION

**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. _____ 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-18-05** 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 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.

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

DRAFT

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

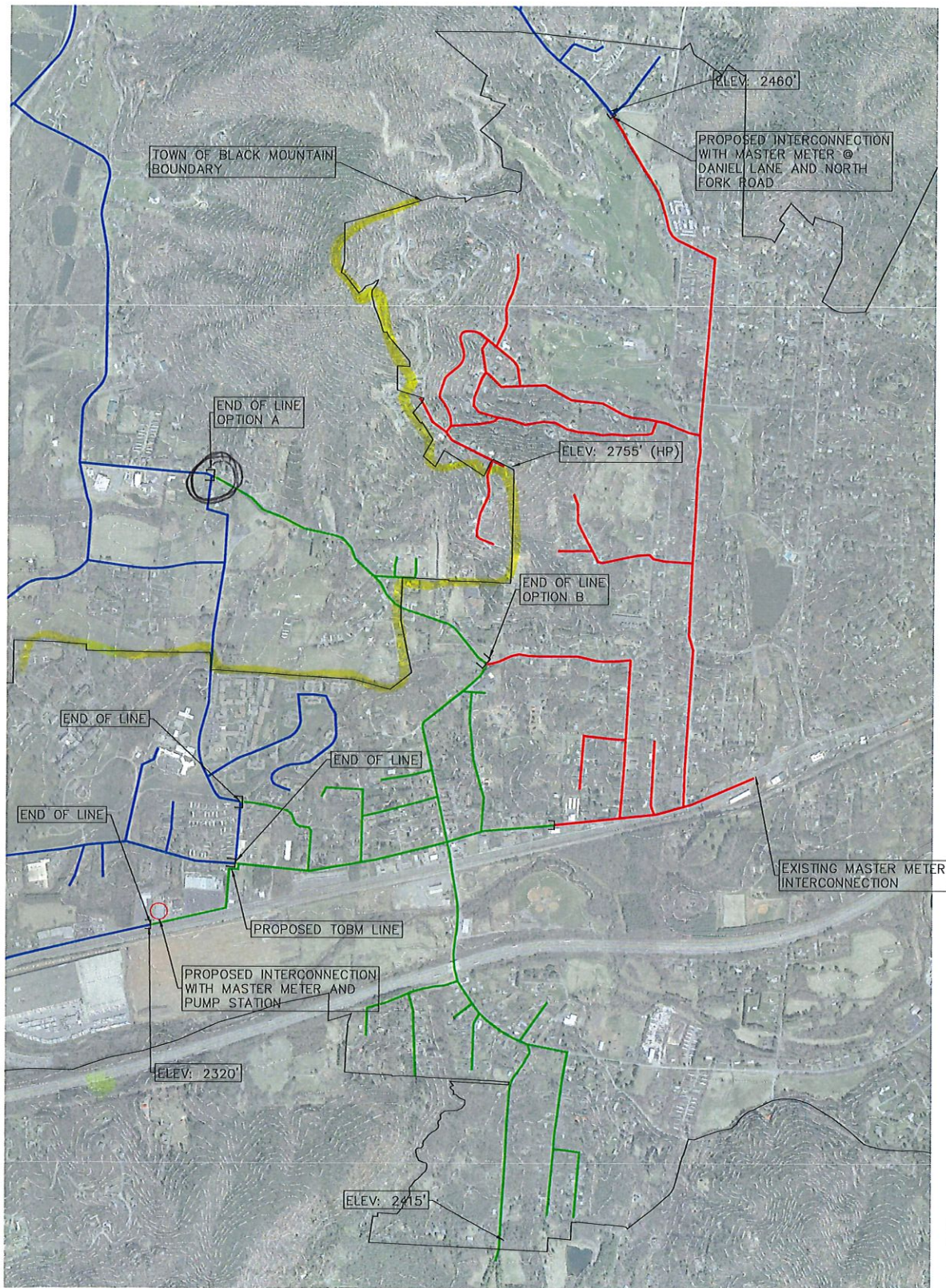
I, _____, a Notary Public of the County and State aforesaid certify that _____ personally came before me this day and acknowledged that he/she is the Town Clerk of the Town of Black Mountain, a North Carolina municipal corporation, and that by authority given and as the act of the corporation, that the 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



**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

DRAFT

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: _____

Current Water Transfer Agreement

CITY OF ASHEVILLE

WHOLESALE WATER
PURCHASE AGREEMENT
WITH THE TOWN OF BLACK
MOUNTAIN

THIS AGREEMENT, made and entered into this 14 day of February, 2006, by and between the City of Asheville (hereinafter called "City"), and the Town of Black Mountain (hereinafter called "Black Mountain"):

WITNESSETH:

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

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

A. TERM

1. This Agreement shall be in effect until April 30, 2007 and will be automatically renewed on a year-to-year basis (from April 30, 2007) unless either party gives at least thirty (30) days written notice prior to the expiration of the current term.
2. The City has the right to immediately suspend this Agreement for cause and terminate water service when public health or safety is endangered due to Black Mountain's system not operating in accordance with the North Carolina Rules Governing Public Water Systems. If this Agreement is immediately suspended, the City will provide thirty (30) days written notice for cause after which this Agreement is terminated unless the violation is corrected, or that Black Mountain is actively correcting the problem in the sole determination of the City of Asheville Director of Water Resources (the "Director").
3. Either party may terminate this Agreement with good cause anytime during the initial five (5) year period with ninety (90) day written notice.

B. WATER QUANTITY COMMITMENT

1. The City will commit to deliver treated water to Black Mountain from the City's water system not to exceed **200,000** gallons per day.
2. Except as limited by other conditions of this Agreement, Black Mountain may purchase from the City treated water in daily quantities up to the commitment provided by this Agreement. Black Mountain may purchase quantities above the commitment for peak demands or emergency use only if the City can provide the additional quantity without affecting the City's

Current Water Transfer Agreement

commitment to its other customers regarding quantity, pressure, or quality, as determined in the sole discretion of the City.

3. The capacity commitment of this Agreement is an essential condition of this Agreement. Notwithstanding any single allowance by the City for additional supply under Section B.2 of this Agreement, the City is never obligated to supply future water to Black Mountain for any reason in excess of the capacity committed in Section B.1.
4. Black Mountain may renegotiate the fixed volume amount upward with City anytime during the term of this Agreement upon a thirty (30) day written notice to the Director who shall negotiate in good faith within thirty (30) days of receiving the request for a new fixed volume monthly amount.
5. If Black Mountain requires a higher commitment of water supply for any purpose, including prolonged emergency conditions such as waterline breaks or well pump failures, or as a result of drought conditions, the only manner in which the City may commit such additional supply is through a written amendment of this Agreement to increase the capacity committed under Section B.1 and a corresponding increase in the monthly fixed fee as stated in Section C.1 or as outlined in B.6.
6. In the event that Black Mountain's total metered water flow from the City exceeds the commitment specified in Section B.1 of this Agreement as an average for three (3) monthly billing cycles from any twelve month period, and the City has continued to supply this volume, the water commitment in Section B.1 shall automatically be raised to the three (3) month average exceeding the fixed volume amount based on the average water use for that three-month cycle. The Director shall notify Black Mountain in writing of the increase of capacity as stated in Section B.1 of this Agreement. The aforementioned notification shall automatically amend Section B.1 of this Agreement and related monthly fees due to the increased commitment amount as stated in Section C.
7. If Black Mountain fails to request an amendment to this Agreement but establishes a recurring pattern of water use beyond the commitment stated in Section B.1, the City may request this Agreement be amended to increase the commitment accordingly. A recurring pattern of water use beyond the commitment is defined as when Black Mountain exceeds the capacity commitment in B.1, five (5) times (monthly averages) in a calendar year and not pursuant to Section B.2. The Director shall send Black Mountain written notice of the intent to renegotiate this Agreement. Upon Black Mountain's receipt of said notice both parties shall have ninety (90) days to enter into good faith negotiation (herein "Negotiation Period"). If the parties fail to reach a new Agreement within the Negotiation Period, this Agreement shall terminate thirty (30) days after the Negotiation Period expires.

C. COST OF SERVICE

Current Water Transfer Agreement

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

D. DELIVERY POINTS

1. The City recognizes Black Mountain as a customer of the City and agrees to provide Black Mountain with water at the following existing metered points, unless a change is otherwise agreed in writing by the Director: US Highway 70 and 1136 Occoneechee Street.
2. These points of connection shall be under the ownership and control of the City. The City shall have the right to test the meters at these points for accuracy, calibrate, repair or replace meters or modify the metering assembly as established by AWWA Standards.
3. The water supplied at these points of connection shall be at a reasonably consistent pressure not less than 40 psi under average flow conditions.
4. The City may at any time propose improvements to the water system (such as a new booster pump or a pressure reducing valve), which increases or decreases the consistent pressure provided subject to the minimum pressure specified above, and must give Black Mountain the same notice as retail customers, in accordance with Water Department Policies, before implementing such system improvements.
5. The City may have to alter the quantities delivered at the respective delivery points based on the needs of the City's system due to an emergency situation or to make repairs to the system.

Current Water Transfer Agreement

E. DUTIES OF THE CITY

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

F. DUTIES OF THE CUSTOMER

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

G. LIMITATIONS ON SERVICE

1. Limitations in the delivery of water to Black Mountain shall include all limitations provided by the City's current Water Policies.
2. At its sole discretion, the City may temporarily reduce or terminate flow to Black Mountain if the City needs to perform repair work or it is necessary in the interest of public health and safety. Normal line breaks and failures may occur and natural disaster and other matters beyond the control of the City may occur. In the event of the interruption of service caused by such events, the obligation of the City shall be to make such repairs as reasonably as possible so that the delivery of water to Black Mountain will not be unnecessarily interrupted nor the failure to deliver water prolonged for an unreasonable period of time taking into consideration the nature and extent of the damage to the City's lines and facilities and available resources.
3. In the event of an emergency, the City's commitment stated in B.1 of this Agreement is not applicable. In the event a reduction in the supply of water is necessary, the City agrees that Black Mountain shall not be treated differently from other similar municipal wholesale customers nor shall its supply of water be denied or reduced except for good reason. In no event, however, shall the City be held liable for said reduction or termination of service to Black Mountain.

H. GENERAL PROVISIONS

1. Any changes in applicable Federal or State laws or regulations requiring more restrictive changes in the operation of the Black Mountain water

Current Water Transfer Agreement

system shall automatically become a part of this Agreement, and the City shall notify Black Mountain within a reasonable length of time of any such changes. Black Mountain agrees to conform thereto.

2. The City hereby acknowledges that Black Mountain is purchasing this water for resale to its customers. The City implies no warranty or responsibility for water quality or quantity beyond Black Mountain's metered connections listed previously.
3. Black Mountain shall provide the City a minimum advance written notice of thirty (30) days prior to activating any new water supply source or new purchased water source.
4. Black Mountain shall adopt and/or maintain a water use restrictions policy at least as stringent as that policy adopted by the City for such purpose. In the event the City declares a Phase I, II, or III drought alert and mandatory restrictions, Black Mountain shall declare at least the same level of restrictions to its customers and enforce same.
5. Black Mountain shall indemnify and hold harmless the City, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of Black Mountain, its employees, or agents in connection with this Agreement. The City shall indemnify and hold harmless Black Mountain, its officers, employees and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of the City, its employees or agents in connection with this Agreement.
6. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.
7. This Agreement shall not be construed as a purchase of capacity in the water treatment works owned and operated by the City nor shall this Agreement be deemed to be a dedication of capacity within such water works solely to or for the benefit of Black Mountain nor shall Black Mountain be expected to pay any portion of the operation and maintenance costs of the City's treatment works and/or distribution system other than the payment of the purchase price of the water supplied under this Agreement.
8. This Agreement is between the City and Black Mountain and shall not be construed as creating a contractual relationship between the City and any particular customer of Black Mountain nor shall any customer of Black Mountain have any right or cause of action directly against the City because of this Agreement.
9. This Agreement contains the entire agreement between the parties; and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.

Current Water Transfer Agreement

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that Shirley Kames personally appeared before me and acknowledged that he/she is Town Clerk of the Town of Black Mountain and that he/she acknowledged the execution of the foregoing instrument by its Mayor.

This the 25 day of April, 2006.

Meredith K. Glenn
Notary Public

My Commission Expires:

Oct. 18, 2009



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do hereby certify that Magdalen Burleson personally appeared before me and acknowledged that she is the City Clerk of the City of Asheville, and that she acknowledged the execution of the foregoing instrument by its Mayor.

This the 1st day of March, 2006.

Janet M. Rhodes
Notary Public Janet M. Rhodes

My Commission Expires:

10-3-2008

(SEAL)

Current Water Transfer Agreement

10. This Agreement shall be construed in accordance with the laws of North Carolina.
11. For purposes of providing notice in this agreement, the following contact persons and addresses shall control unless changed in writing: City contact will be David Hanks, Director of Water Resources, City of Asheville, PO Box 7148, Asheville, NC 28802. Black Mountain's contact will be Tony Caudle, Town Manager, Town of Black Mountain, ~~225 State Street, W.~~, Town of Black Mountain, NC 28711. 102 Montreal Road,

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

TOWN OF BLACK MOUNTAIN

Will Kennedy
Mayor

WITNESS:

Shirley J. Raines
Town Clerk

(SEAL)

CITY OF ASHEVILLE

Jerry M. Bellamy
Mayor

WITNESS:

Magdalen Burkson
City Clerk

(SEAL)

Approved as to Form:

Randa
City Attorney

Current Water Transfer Agreement

CITY OF ASHEVILLE WHOLESALE WATER PURCHASE AGREEMENT WITH THE TOWN OF BLACK MOUNTAIN

AMENDMENT 1

This amendment, made and entered into this 25 day of August, 2009, by and between the City of Asheville (hereinafter called the "City"), and the Town of Black Mountain (hereinafter called "Black Mountain"), in recognition of an existing agreement for the wholesale purchase of water between the City and Black Mountain, seeks to modify the agreement as follows:

To add a paragraph, Section B. Water Quantity Commitment 8., to read:

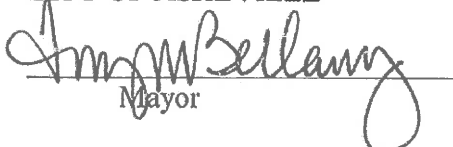
8. *If the capacity commitment of this Agreement is increased by the provisions of paragraph(s) B. 4., 5., 6., or 7., Black Mountain may make a formal request for a reduction of the capacity commitment one (1) year after the capacity increase. Black Mountain cannot request a reduction that would lower the capacity commitment to less than the original capacity commitment as set forth in paragraph B.1 of the Agreement. Black Mountain shall make a written request to the Water Resources Director of the City. The Water Director shall determine the monthly average consumption of water provided by the City to Black Mountain in the preceding 12 months. If the monthly average water consumption has not exceeded the requested capacity commitment for the preceding 12 months, the request will be granted.*

To modify Section H, General Provisions paragraph 11. to remove the names of the contact persons and identify them by their title. Paragraph 11 will read:

11. *For purposes of providing notice in this agreement, the following contact persons and addresses shall control unless changed in writing: City contact will be the current Director of Water Resources, City of Asheville, PO Box 7148, Asheville, NC 28802. Black Mountain's contact will be the current Town Manager, Town of Black Mountain, 225 State Street, W., Town of Black Mountain, NC 28711.*

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

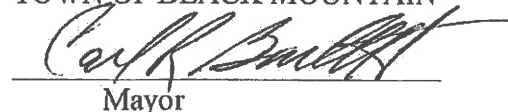
CITY OF ASHEVILLE


Mayor

WITNESS


City Clerk

TOWN OF BLACK MOUNTAIN


Mayor

WITNESS


DEPUTY Town Clerk

**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION**

Meeting Date: April 09, 2018

SUBJECT: Approval of 2018-19 rates for Black Mountain Golf Course

AGENDA INFORMATION

Agenda Location: NEW BUSINESS
Item Number: 8B
Department: Administration
Contact: Matt Settlemyer, Town Manager
Presenter: Matt Settlemyer, Town Manager

BRIEF SUMMARY: Because the golf season begins before the 2018-19 fiscal year, the Golf Course needs an updated rate schedule for 2018-19. The proposed schedule increases individual passes but does not impact other rates. These rates are still the most competitive in the area while also giving the course an opportunity to be economically viable.

MOTION FOR CONSIDERATION: To approve 2018-19 rate schedule for Black Mountain Golf Course

FUNDING SOURCE: N/A

ATTACHMENTS: BMGC Proposed Rate Schedule

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve as presented.

2018 Rate Proposal To Take Effect 5/1/18

2018 Proposed Rates

2018 Annual Pass

Family	\$1300
Ind 7 Day	\$950
Ind 5 Day	\$850

2017 Annual Pass Rates

Family	\$1150
Ind 7 Day	\$850
Ind 5 Day	\$750

Cart 18	\$17
Cart 9	\$9

*Walkers Fee of \$5 per round required if playing before 11:00 on weekdays. No fee if walking after 11:00 on weekdays.
Riding required if playing before 12:00 on weekends.

Players Discount Pass (New Option)

Introduce a Player's Discount Pass. The pass would cost \$200 to buy per year. There would be no option to pay in payments. Each Player's Pass holder would be **required to ride** at a rate of \$25 through the week and \$35 on the weekends. This option is for players who prefer to ride, but don't feel like the Annual Pass works for their golfing needs. It would also motivate pass holders to play Black Mountain, when deciding where to take their golf group. We could offer a small discount to people playing with a pass holder as further motivation (example: \$5 off of our advertised rack rate).

2018 Proposed Greens Fees (No Walking before 12:00 on the weekends)

Weekday

Ride 18	\$35
Ride 9	\$20
Walk 18	\$20
Walk 9	\$12

Weekend

Ride 18	\$45
Ride 9	\$24
Walk 18	\$24
Walk 9	\$14

Senior 60 Older (Mon-Fri)

Ride 18	\$30
---------	------

Twilight After 2 Everyday

Ride 18	\$28
Ride 9	\$18
Walk 18	\$20
Walk 9	\$10

Competitors Membership Rates 2018

Marion Lake Club Membership

Stockholder Membership / Non-Stockholder

Family - Multi Player \$1500 / \$1550
Family - Single Player \$1370 / \$1420
Single \$1280 / \$1335
Under 36 (31 -36) \$1020 / \$1070
Family Social \$1000
Golf Only \$900
Out-of-County \$680

Reems Creek Golf Membership

Single \$1440
Family \$1860

Mimosa Hills Golf Membership

Individual \$3180 + \$300 Initiation Fee
Family \$3780 + \$300 Initiation Fee
Out of County Individual \$1320

Etowah Golf Membership

Individual \$2400 + \$250 Initiation Fee
Family \$2900 + \$250 Initiation Fee
Non Resident (60 Miles Away) \$1800 + \$250 Initiation Fee
Young Professional (39 years and younger) \$1800 + \$250 Initiation Fee

Asheville Golf Course Membership

Individual \$1200
Family \$1700

Broadmoor Golf Membership

Not Available – Daily Fee Only

Daily Rate Comparison As Of 4/1/18

<u>Course Name</u>	<u>Weekday</u>	<u>Weekend</u>
Broadmoor	\$39.00	\$49.00
Reems Creek	\$44.00	\$49.00
Asheville	\$39.00	\$50.00
Silver Creek	\$30.00	\$37.00
Etowah	\$45.00	\$49.00
Bald Mountain	\$50.00	\$55.00
Apple Valley	\$60.00	\$65.00
Marion Lake Club	\$32.00	\$41.00

Minutes Follow This Section



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
AGENDA WORKSHOP MEETING MINUTES
March 8, 2018

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, March 8, 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, March 12, 2018 at 6:00 p.m.

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 5:03 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 – arrived at 5:15 p.m.

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

The Board reviewed the items that were proposed for the March 12, 2018 regular session meeting and ADDED New Item 2E, Law Enforcement Certification Awards.

Town Manager Settlemyer presented the proposed agenda to the Board of Aldermen. He stated Pastor Dan Snyder of the First Baptist Church in Swannanoa will give the invocation. Manager Settlemyer advised the Board Police Chief Freeman has asked to add award recognition for two officers, Jacob Calvert and Joe Moore for achieving their intermediate law enforcement certificate from the State of North Carolina. The Board agreed to add the item to the agenda as Item 2E.

Manager Settlemyer discussed **Item 5B**, Budget Amendment to Purchase Police Vehicles stating one of the vehicles is out of operation and said it is cost prohibitive to attempt to repair it due to transmission issues. Manager Settlemyer stated Chief Freeman has proposed using police forfeiture funds to purchase a new vehicle at this time. Manager Settlemyer reminded the Board that the forfeiture funds can only be used for police purposes. Chief Freeman confirmed the inoperable vehicle will be placed on Govdeals to attempt to recoup some of the cost.

Black Mountain Board of Aldermen
Agenda Workshop Minutes -March 08, 2018

Manager Settlemyer discussed **Item 5C**, Budget Amendment to Purchase Property Located at 304 Black Mountain Avenue stating staff has closed on the property on February 20, 2018 and said this budget amendment is necessary to reflect the transfer of the down payment to BB&T Bank in the amount of \$500,000.00 on the agreement to borrow the remaining \$1.5M. Manager Settlemyer stated the down payment was comprised of \$250,000 from the General Fund and \$250,000 from the Water Fund. Manager Settlemyer stated this is a 15 year loan at 3.49% interest and said the principal payment would be approximately \$50,000 annually and the Board could pay it off early without penalty if they choose to in the future. Alderman Harris confirmed the annual payments would be split between the Water and General Funds.

Manager Settlemyer discussed **Item 5D**, Request for Proposal to Provide Legal Services stating an RFP for Attorney services has not been sent out in a few years. Manager Settlemyer stated this is a function of the Board of Aldermen to approve and select a candidate to serve as Town Attorney.

Alderman Larry B. Harris stated he has been working with the Land of Sky Executive Committee on employment issues and said he would feel comfortable if the Town had an attorney available who specializes in HR law in the event they were to be needed. Alderman Harris stated HR issues are sensitive and time dependent when they arise and he feels it would be a best practice to have specialized representation in the event they were needed.

Manager Settlemyer stated the RFP process should cover this type of need and asked for clarification if the Board is seeking a contractual type agreement. Alderman Harris insisted on having a separate attorney who specializes in employment law and recommended approaching Roberts & Stephens Law Firm for employment law council as needed. Alderman Harris stated he believed there would be no contractual agreement needed.

Attorney Sneed stated his job (as town attorney) is required by statute and is one appointed by the Board of Aldermen. He said there is merit to having outside council dealing with personnel issues and in fact the practice is recommended by the School of Government. Attorney Sneed stated the question would be whether or not the Board should retain an attorney to provide this service. He stated direction is needed by the Board to the Town Manager.

Alderman Larry B. Harris moved to direct the Town Manager to request the Roberts & Stevens Law Firm to provide legal counsel for employment law matters.

The motion passed by a vote of 5-0.

Manager Settlemyer discussed **Item 8A**, Resolution to Approve Matching Funds for the Riverwalk Phase II Greenway Project #R-18-05 recalling receiving a grant from Federal Highway Administration for \$2M and saying the budget has now increased as the approvals from Norfolk Southern and NCDOT have come in making the project more expensive. Manager Settlemyer stated the Federal Highway Administration through NCDOT has an open process through the end of March 2018 to accept additional requests for funding. Manager Settlemyer stated the total budget is approximately \$4M and staff is requesting an additional \$2.25M in funding. Manager Settlemyer stated the town has spent close to \$200,000 to date on engineering and permitting and the town will need to ask for additional funding.

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Manager Settlemyer reminded the Board this is a reimbursement grant and said there are opportunities with the purchase of the new building and the addition of the hotel downtown to extend the greenway from Flat Creek to The Oaks. Manager Settlemyer stated this resolution also asks for funding to connect the greenway to the downtown area. The total amount of the improvements is an additional \$2.25M. We are responsible for 20% match which is \$450,000. He stated the construction timeline reflects a completion date in 2021. Manager Settlemyer advised the Board as of July 1, 2018 we will have \$240,000 set aside in CIP to begin the project. Manager Settlemyer said this is a three year design and construction project and there is no harm in asking for additional funding but cautioned this is a financial commitment. Manager Settlemyer stated alternate funding sources are Buncombe County, Fonta Flora, and TDA and said the project timeline can be extended depending on funding coming in. Manager Settlemyer stated he preferred initially rounding the project cost up and not having to come back to MPO to ask for additional monies.

There was no further discussion by the Board.

There being no further discussion, Mayor Don Collins adjourned the meeting at 5:37 p.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager



**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL - CLOSED SESSION (PUBLIC) MEETING MINUTES
March 8, 2018**

THE BLACK MOUNTAIN BOARD OF ALDERMEN, met in a special call meeting on Thursday March 8, 2018 in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting was to consult with the town attorney, as permitted in NCGS § 143.318.11(a)(3).

1. CALL TO ORDER

Mayor Collins called the special call meeting to order at 5:37 p.m. with the following members present:

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

The following staff members were present:

Matt Settlemyer, Town Manager
Angela L. Reece, Town Clerk
Ron Sneed, Town Attorney

*Alderman Larry B. Harris moved to return to open session at 6:11 p.m.
The motion was unanimously approved by a vote of 5-0.*

Alderman Larry B. Harris moved to follow Attorney Sneed's recommendation not to appeal in the matter of Richard and Teresa Watson v. Town of Black Mountain, 16CvS 3984.

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

There being no further business, Mayor Collins adjourned the meeting at 6:12 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: **March 12, 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. Pastor Dan Snyder of First Baptist Church, Swannanoa 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

2. PROCLAMATION AND AWARD RECOGNITION

Mayor Don Collins read proclamations recognizing the life of Reverend Billy Graham and Litter Sweep 2018.

Police Chief Shawn Freeman presented Intermediate Law Enforcement Certificate Awards to Officers Jacob Calvert and Joe Moore and congratulated them for their hard work and dedication to achieve this award. Mayor Don Collins and the Board of Aldermen also praised the officers.

3. CITIZEN COMMENTS

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

Marilyn Sobanski of 516 Laurel Ave., Black Mountain addressed the Board of Aldermen expressing her concerns about development in the town. Ms. Sobanski stated she is not opposed to change or development but is asking that future decisions of the Board of Aldermen be heavily dependent on citizen input regarding new development and any re-development in town.

Lisa Milton of 406 W. State Street, Black Mountain addressed the Board of Aldermen expressing her concerns about a recent presentation given to the Planning Board by NCDOT regarding stakeholders of the proposed I40-Blue Ridge Road Interchange. Mrs. Milton stated she feels it is imperative to include land owners impacted by the project as stakeholders and to recognize their importance.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

At home viewers can view the video presentations by clicking [here](#). Copies of each presentation are included and made part of these minutes.

A. MSD Annual Report - Bob Watts

Bob Watts delivered the annual Metropolitan Sewerage District report to the Board of Aldermen. In his report, Mr. Watts reported that MSD projects in town are about half way completed. He stated they are using a method called pipe bursting to replace pipes which is a less invasive and timelier process. The report is made part of these minutes and attached herein.

B. NCDOT Project Update – Kristina Solberg, PE, NCDOT

Kristina Solberg, Project Engineer with NCDOT gave an update on the I40-Blue Ridge Road Interchange to the Board of Aldermen. Ms. Solberg stated the STIP Project No. is I-4409 and said

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the project proposal is to convert existing grade separation to an interchange. Ms. Solberg stated the project purpose and need is to reduce congestion and truck volumes within downtown Black Mountain, reduce congestion at nearby NC 9 interchange with I-40, and to facilitate local economic development initiatives. Ms. Solberg stated -of-way acquisition will begin in 2019 and construction will begin in 2021. She stated no design has been developed and missing data is being gathered from stakeholders at this time. Ms. Solberg clarified that her definition of stakeholders represented missing data pieces such as future development, biological surveys, vehicular travel patterns, and funding sources as they relate to law. She stated once that data is gathered then designs will be proposed and public input meetings will begin. Ms. Solberg stated a timeline for the first public meeting will be summer 2018 and a second public meeting will be spring 2019. Mayor Don Collins asked for clarification regarding citizens as stakeholders and Ms. Solberg stated the first public meeting will show how many will be impacted and will include alternatives. She stated additional data is being gathered at this time to begin development of the designs and once the designs are developed then citizens will be included as stakeholders. Alderman Larry B. Harris stated it was important to note the footprint of improvements being made to US70 and South Blue Ridge Road and stated local bicycle and pedestrian plans will be included. Alderman Ryan Stone clarified procedurally it is DOT's preferred method to gather data, develop alternatives and then accept public comment. Alderman Stone stated the community, along with NCDOT will be able to refine those alternatives to determine the best fit and community needs as well as to determine cost sharing. The report is made part of these minutes and attached herein.

C. Annual Water Report by Jamey Matthews, Public Services Director

Public Services Director Jamey Matthews delivered the 2017 Annual Water Report to the Board of Aldermen. Director Matthews discussed ongoing and completed projects stating higher capacity pumps have been installed in locations along with new piping to produce maximum water flow to customers. Director Matthews stated total work orders for 2017 was 2,851 and said crews installed 77 new water taps. Overall water usage has decreased slightly possibly due to detecting and repairing various water leaks in the system.

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 Settlemeyer presented the consent agenda to the Board of Aldermen.

A. Adoption of Minutes

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

Black Mountain Board of Aldermen
Regular Session Minutes – March 12, 2018

B. Budget Amendment to Purchase Police Vehicle

#FY2018-8

Manager Settlemyer stated there are drug forfeiture funds restricted to police use and this budget amendment reflects a purchase of a new police vehicle to replace a 2004 Chevy Impala which has over 125,000 miles and was on the list to be replaced. He stated the value of the vehicle does not equal the cost to repair it.

Motion: *To approve Budget Amendment #FY2018-08 as submitted, increasing the expenditure account 1010-5100-180 (Forfeiture Funds Expenditure) by \$31,000 and increasing the revenue account 1010-3935-900 (Forfeiture Fund Balance Appropriated) by \$31,000.*

C. Budget Amendment for Purchase of Property Located at 304 Black Mountain Avenue.

#FY2018-9

Manager Settlemyer stated this amendment is necessary to reflect the transfer of the down payment to BB&T Bank in the amount of \$500,000.00 on the agreement to borrow the remaining \$1.5M. Manager Settlemyer stated the down payment was comprised of \$250,000 from the General Fund and \$250,000 from the Water Fund. Manager Settlemyer stated this is a 15 year loan at 3.49% interest and said the principal payment would be approximately \$50,000 annually and the Board could pay it off early without penalty if they choose to in the future.

Motion: *To approve Budget Amendment #FY2018-09 as submitted. In the General Fund this entry increases the expenditure account 1000-4200-730 (Capital Outlay) by \$986,100, the revenue account 1000-3905-900 (Fund Balance Appropriated) by \$236,100 and the revenue account 1000-3920-900 (Proceeds from Installment Purchases) by \$750,000. In the Water Fund, the entry increases the expenditure account 3091-8100-730 (Capital Outlay) by \$1,001,100, the revenue account 3091-3905-900 (Fund Balance Appropriated) by \$251,100 and the revenue account 3091-3910-900 (Proceeds from Installment Purchases) by \$750,000.*

D. Request for Proposal to Provide Legal Services

Manager Settlemyer stated a Request for Proposal for Attorney services has not been sent out in a few years and is necessary.

Motion: *To approve the request for proposal to provide legal services as presented.*

There was no discussion by the Board.

Vice Mayor Maggie Tuttle moved to approve consent item A-D as presented.

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

Black Mountain Board of Aldermen
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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.*

There were no citizen comments.

7. UNFINISHED BUSINESS – NONE

8. NEW BUSINESS

A. Resolution to Approve Matching Funds for the Riverwalk Phase II Project #R-18-05

Manager Settlemyer stated the town has received over \$2M in grant funding and would like to apply for additional grant funding to continue connecting the Flat Creek Greenway to The Oaks Greenway with an additional portion connecting into downtown. He stated this is a critical connection which will provide additional opportunities for future regional and county funding. Manager Settlemyer stated the total budget is approximately \$4M and staff is requesting an additional \$2.25M in funding. Manager Settlemyer stated the town has spent close to \$200,000 to date on engineering and permitting and the town will need to ask for additional funding.

***Alderman Larry B. Harris moved to approve Resolution #R-18-05 for matching funds for Riverwalk Greenway Phase II as presented.
The motion was unanimously approved by a vote of 5-0.***

Alderman Larry B. Harris recalled earlier discussions on the proposed I40-Blue Ridge Road Interchange and stated these connections will greatly increase our recreational resources in the town.

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 reminded the Board and Public that tree replacement in the downtown area has begun and stated citizens will see some construction of tree wells in the coming weeks. Manager Settlemyer reminded everyone the downtown streetscape project was funded through a matching grant from the Appalachian Regional Commission and said this project was chosen as a national representation of the type of project. Manager Settlemyer

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stated the timeline for completion of this portion of the project will be the end of April 2018. Mayor Collins and Manager Settlemyer thanked Town Clerk, Angela Reece for her hard work in obtaining the grant and project management.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Larry B. Harris proposed holding an appreciation luncheon for Town Boards and Commissions members sometime in May to thank them for their service to the town. The Clerk will confirm a date, issue notice and send invitations to membership soon.

Mayor Don Collins noted academy awards received by actors in the film, Three Billboards, of which many major scenes were filmed in Black Mountain. Mayor Collins expressed his gratitude and thanks to the area citizens who collaborated with filmmakers to produce the film.

12. ADJOURNMENT

There being no further business, Mayor Don Collins adjourned the meeting at 7:25 p.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Town Clerk

Matt Settlemyer, Town Manager