



TOWN OF BLACK MOUNTAIN

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

Date: March 11, 2019 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 – *Deacon Levon Lindsey, Mills Chapel Baptist Church, Black Mountain*
- Announcements – *Mayor Don Collins*

2. PROCLAMATIONS, AWARDS & RECOGNITION

- A. Litter Sweep Proclamation
- B. Teacher of the Year Proclamation

3. CITIZEN COMMENTS

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

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

- A. Black Mountain Beautification Committee Annual Report – *Libba Fairleigh*
- B. Black Mountain Public Works Annual Water Report- *Jamey Matthews, Director*
- C. Black Mountain Pickle Ball Club– *Jerry Bryson*

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 OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

March 11, 2019

A. Adoption of Minutes

Motion: To adopt the minutes of February 2, 2019 (Special Call Meeting), February 7, 2019 (Agenda Session), February 7, 2019 (Closed Session), February 11, 2019 (Regular Session), and February 22, 2019 (Special Call Meeting).

B. Budget Amendment for Flat Creek Greenway Repairs

#FY2019-13

Motion: To approve Budget Amendment #FY2019-13 as submitted increasing expense account 1010-5400-040 (Professional Services) for \$5,100 and account 1010-5400-730 (Capital Outlay) by \$15,735 and increasing revenue account 1000-3905-900 (Fund Balance Appropriated) by \$20,835.

C. Budget Amendment for HR Attorney Services Provided (Roberts & Stevens) #FY2019-14

Motion: To approve Budget Amendment #FY2019-14 as submitted increasing expense account 1000-4100-040 (Professional Services) for \$14,000 and increasing revenue account 1000-3905-900 (Fund Balance Appropriated) by \$14,000.

D. Budget Amendment for Swannanoa River Enhancements to Veterans Park #FY2019-15

Motion: To approve Budget Amendment #FY2019-15 as submitted increasing expense account 1010-5400-040 (Professional Services) for \$33,000 and increasing revenue accounts 1010-3366-300 (Pigeon River Grant – Swannanoa River Enhancements) by \$28,000 and 1000-3905-900 (Fund Balance Appropriated) by \$5,000.

E. Budget Amendment for Insurance Settlement Police Vehicle

#FY2019-16

Motion: To approve Budget Amendment #FY2019-16 as submitted, increasing the expense accounts, 1010-5100-170 (M & R Auto) by \$8,215 and the revenue account, 1000-3840-800 (Insurance Settlements) by \$8,215.

F. Call for Public Hearing for Text Amendments to Definitions Section (Bed and Breakfast Homes and Inns)

#O-19-06

Motion: To call for the public hearing for text amendments to definitions to be held on Monday, April 8, 2019 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

G. Authorizing Signer to Sign Payroll and Accounts Payable Checks

#R-19-05

Motion: To adopt Resolution #R-19-05 as presented.

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

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

March 11, 2019

6. CITIZEN COMMENTS

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

7. UNFINISHED BUSINESS -NONE

8. NEW BUSINESS

A. Selection of Accounting Firm to Conduct FY19 Audit

Motion: To approve terms of the contract for the FY18-19 auditing and financial reporting with Mauldin & Jenkins, LLC of Atlanta, GA in the amount of \$21,000 as presented, and to authorize the Mayor and Town Manager to execute the agreement on behalf of the Town. For audit years FY20 and FY21, the firm commits to provide these services for the not to exceed amounts of \$21,500 and 22,500 respectively.

B. Property Inquiry, 206 Sutton Ave.

C. 2019 Local Government General Records Retention & Disposition Schedule

Motion: To approve as presented.

D. I-40 Blue Ridge Road Interchange Design

E. Budget Amendment for Contract Services (Benchmark Planning)

#FY2019-17

Motion: To approve Budget Amendment #FY2019-17 as submitted increasing expense account 1010-5400-040 (Professional Services) for \$10,000 and reducing expense account 1010-5400-021 (Part Time Salaries) by \$10,000.

F. Black Mountain Ave. Sidewalk

G. Cheshire Lighting Contract

H. Employee Water Benefit

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

9. PUBLIC HEARING

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

A. Public for Text Amendments to Add Graffiti Ordinance

#O-19-05

Motions for consideration:

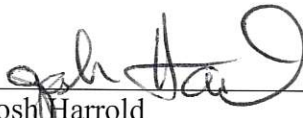
1. To open the public hearing on Ordinance #O-19-05 for Text Amendments to Add Graffiti Ordinance.
2. To close the public hearing.
3. To adopt Ordinance **#O-19-05** as presented [or as amended].

10. COMMUNICATION FROM STAFF

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

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Josh Harrold
Town Manager



TOWN OF BLACK MOUNTAIN

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March 11, 2019

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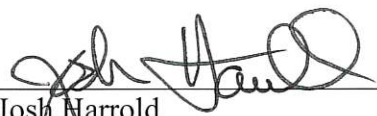
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- B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Josh Harrold
Town Manager



Proclamation

“LITTER SWEEP 2019”

WHEREAS, the North Carolina Department of Transportation organizes an annual spring statewide roadside cleanup to ensure clean and beautiful roads in North Carolina; and

WHEREAS, the spring 2019 LITTER SWEEP roadside cleanup will take place April 6, 2019; and

WHEREAS, Adopt-A-Highway volunteers, Department of transportation employees, Department of Correction inmates and community service workers, local government agencies, community leaders, civic and community organizations, businesses, churches, schools, and environmentally concerned citizens conduct annual local cleanups during LITTER SWEEP; and

WHEREAS, this year, Black Mountain will observe the annual cleanup on Saturday, April 6, 2019.

NOW, THEREFORE, I, Don Collins, Mayor of the Town of Black Mountain, do hereby proclaim April 6, 2019 as “SPRING LITTER SWEEP” time in our Town and encourage all citizens to take an active role in making our community cleaner and more beautiful.

SIGNED this 11th day of March 2019.

Don Collins, Mayor

Attest:

Angela Reece, Town Clerk

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

SUBJECT: Budget Amendment for Flat Creek Greenway Repairs #FY2019-13

AGENDA INFORMATION

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

BRIEF SUMMARY: In late May of 2018, Tropical Storm Alberto caused damage to a portion of the Flat Creek Greenway. The Town has worked with engineers to develop a plan to correct the damages caused to the Greenway. Engineering costs are estimated to be \$5,100 and capital cost are estimated to be \$15,735.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-13 as submitted increasing expense account 1010-5400-040 (Professional Services) for \$5,100 and account 1010-5400-730 (Capital Outlay) by \$15,735 and increasing revenue account 1000-3905-900 (Fund Balance Appropriated) by \$20,835.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-13.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-13
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5400-040	Prof Services	5,100		Flat Creek Greenways
	1010-5400-730	Capital Outlay	15,735		repairs.
	1000-3905-900	Fund Balance Approp		20,835	

Totals:	20,835	20,835
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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: March 11, 2019

SUBJECT: Budget Amendment for HR Attorney Services Provided #FY2019-14

AGENDA INFORMATION

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

BRIEF SUMMARY: Beginning in June of 2018, and continuing throughout FY19, the Town has required the services of Roberts & Stevens, Attorney at Law for assorted HR matters, including the updating of the Town's personnel policy

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-14 as submitted increasing expense account 1000-4100-040 (Professional Services) for \$14,000 and increasing revenue account 1000-3905-900 (Fund Balance Appropriated) by \$14,000.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-14.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-14
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1000-4100-040	Prof Services	14,000		Legal fees associated
	1000-3905-900	Fund Balance Approp		14,000	with Human Resources.

Totals:	14,000	14,000
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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: March 11, 2019

SUBJECT: Budget Amendment for Swannanoa River Enhancements to Veterans Park
#FY2019-15

AGENDA INFORMATION

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

BRIEF SUMMARY: In May of 2018, the Town received \$28,000 from the Pigeon River Fund to be used for engineering and planning for the Swannanoa River Enhancements at Veteran's Park. In December of 2018, the Town signed a contract for \$33,000 with Headwaters Engineering to perform the work.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-15 as submitted increasing expense account 1010-5400-040 (Professional Services) for \$33,000 and increasing revenue accounts 1010-3366-300 (Pigeon River Grant – Swannanoa River Enhancements) by \$28,000 and 1000-3905-900 (Fund Balance Appropriated) by \$5,000.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-15, funding letter from the Pigeon River fund, and contract with Headwaters Engineering.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.



May 14, 2018

Mr. Matt Settlemyer
Town of Black Mountain
160 Midland Avenue
Black Mountain, NC 28711

Dear Mr. Settlemyer,

It gives us great pleasure to offer the Town of Black Mountain ("Grantee") a grant of **\$28,000.00** for **"Swannanoa River Enhancements at Veteran's Park"** to be used during the period beginning on the date of this letter and ending on 7/15/19.

This grant offer from the **Pigeon River Fund** is made subject to Grantee's acceptance of certain conditions, which are outlined below. **Please note that by cashing the enclosed check, Grantee is agreeing to the terms of this grant.**

General conditions of this grant are as follows:

- 1) This grant is to be used only for the purpose described in the grant request and in accordance with the budget submitted. The funded program is subject to modification only with the Pigeon River Fund's prior written approval. Any portion of the grant not used for the purpose for which the grant has been approved must be returned to the Fund.
- 2) Grantee agrees to complete an End-of-Grant report in our online grant system (**due 7/31/19**) that specifies tracking and measurement efforts to be carried out in order to determine the impact of the funded activities.
- 3) Financial records on the expenditure of the grant will be maintained and made available to Pigeon River Fund representatives upon request.
- 4) In accepting this grant, Grantee agrees to indemnify, defend and hold harmless the Pigeon River Fund and its representatives from any liability, loss, cost, injury, damage or other expense, including without limitation attorney and other professional fees that may be incurred by the Fund or claimed by any third person against the Fund as a result of the Fund's financial support of the Project or any action or non-action taken in connection with the Project.

- over -

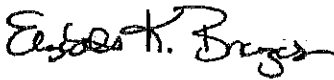
The Community Foundation of Western North Carolina
4 Vanderbilt Park Drive, Suite 300 • Asheville, NC 28803
phone 828.254.4960 • www.pigeonriverfund.org

- 5) Charitable grants approved by The Community Foundation are reported to the public through the Foundation's annual report and periodic listing of grants. Grantee organizations are strongly encouraged to make public announcements acknowledging The Community Foundation as grantor. See instructions for "Communicating Your Grant" on our website at <http://www.cfwnc.org/Nonprofits/CommunicatingYourGrant.aspx>. A copy of any announcements and published references to the grant should be sent to the Foundation for our records.
- 6) The grantee, its members and representatives, agree to give the Fund full rights and any necessary permission to take, record, process and distribute visual and auditory impressions of projects supported by the Fund, and people working with those projects. If any further documents are needed to make this agreement effective, Grantee will freely provide or assist in obtaining those documents.
- 7) The Pigeon River Fund retains the right to revoke funding if it is determined that Grantee has not performed in accordance with this agreement and program and budget.
- 8) **Special Notes:** The applicant or their consultant should confirm that the proposed project will or will not meet the North Carolina State Environmental Policy Act (SEPA) criteria. Visit DEQ's SEPA website and review the SEPA criteria as well as the Purpose of Minimum Criteria Thresholds to determine if environmental documents are required (page 7): <https://deq.nc.gov/permits-regulations/sepa>.

If you have any questions about this project, please contact your Program Officer, Tara Scholtz, for assistance at 828-367-9913 or scholtz@cfwnc.org.

The Pigeon River Fund is delighted to assist you and the region's citizens through this grant. Our good wishes for success with your project.

Sincerely,



Elizabeth K. Brazas, President
The Community Foundation of WNC

May 14, 2018

104365
PIGR

20180928/ 17393/PIGR

PLEASE SEE ATTACHED LETTER.

THE COMMUNITY FOUNDATION OF
WESTERN NORTH CAROLINA, INC.
4 VANDERBILT PARK DR., STE 300
ASHEVILLE, NC 28803
PH 828-254-4960

FIRST CITIZENS BANK
66-30/531
124

104365

PAY TO THE
ORDER OF * Twenty-Eight Thousand and no/100 *

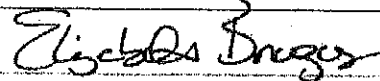
\$

DATE
05/14/2018

AMOUNT
\$ ****28,000.00 DOLLARS ☒

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

TWO SIGNATURES REQUIRED OVER \$30,000



AUTHORIZED SIGNATURE

MEMO

⑈ 104365⑈ ⑆053100300⑆001212887402⑈

Printed on Back

Security Features Included

Standard Client Agreement

THIS AGREEMENT entered into this 10th day of December 2018 by and between Headwaters Engineering, PC (hereinafter "HEADWATERS") with offices at 9 Elk Mountain Road, Asheville, NC 28804, and the Town of Black Mountain (hereinafter, "CLIENT"), with an address of 160 Midland Avenue, Black Mountain, NC 28711.

WHEREAS, the CLIENT desires HEADWATERS to perform certain engineering services associated with bank stabilization and river enhancement on the Swannanoa River at Veterans Park.

WHEREAS, HEADWATERS is in the business of providing engineering and technical services and desires to perform such services for CLIENT.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** HEADWATERS shall perform such engineering and technical services as are described in the attached Scope of Work dated 11/29/18 including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to HEADWATERS's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** CLIENT shall compensate HEADWATERS for the Work in such manner as described in the attached Scope of Work dated 11/29/18, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the CLIENT to HEADWATERS based on invoices submitted by HEADWATERS. The CLIENT shall also pay HEADWATERS a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that HEADWATERS has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or rights-of-way, and HEADWATERS does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** HEADWATERS shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
6. **COMPLIANCE WITH LAWS.** HEADWATERS shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY COMPANY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by CLIENT, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by CLIENT, by operation of law or otherwise, without the express prior written consent of HEADWATERS which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY HEADWATERS.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by HEADWATERS, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by HEADWATERS, by operation of law or otherwise, without the express prior written consent of CLIENT which consent shall not be unreasonably withheld.

Standard Client Agreement

9. **INSPECTION OF THE WORK.** HEADWATERS shall grant CLIENT access at all reasonable times to HEADWATERS's facilities where the work under this Agreement is being performed.
10. **CHANGES.** The CLIENT may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. HEADWATERS shall perform such changes to the Work as directed by the CLIENT in writing and shall be paid for such Work at rates indicated below:
- Project Management/Design - \$150/hour
Site Assessment/Construction Observation - \$130/hour
Direct expenses -- actual cost
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the CLIENT prior to its completion, HEADWATERS shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, HEADWATERS shall indemnify and save harmless the CLIENT from these claims, losses, lawsuits or expenses caused directly by HEADWATERS's sole negligent acts, errors or omissions with performance of HEADWATERS's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the CLIENT shall indemnify, save harmless and defend HEADWATERS from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of HEADWATERS's services, or claims against HEADWATERS arising from work of others.
14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the CLIENT agrees to limit HEADWATERS's liability to the CLIENT and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to HEADWATERS's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of HEADWATERS to all those named shall not exceed \$20,000 or the total fee for HEADWATERS's services rendered in the project, whichever is greater.
15. **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
16. **INSURANCE.** Unless otherwise required in this Agreement, the CLIENT and HEADWATERS shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:
- (a) **Comprehensive General Liability** including the following:
\$1,000,000 Each Occurrence for bodily injury and property damage
\$1,000,000 Products/ Completed Operations Aggregate
\$1,000,000 General Aggregate over all interests
- (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
\$1,000,000 Bodily Injury
\$1,000,000 Property Damage
17. **INDEPENDENT CONTRACTOR.** HEADWATERS acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of CLIENT or any of its affiliates.

Standard Client Agreement

18. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
19. **HEADINGS.** Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
20. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of North Carolina without regard to its choice of law provisions.
21. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

Scope of Work dated 11/29/18
Exhibit "A" _____
Exhibit "B" _____
22. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

HEADWATERS ENGINEERING, PC

Name:

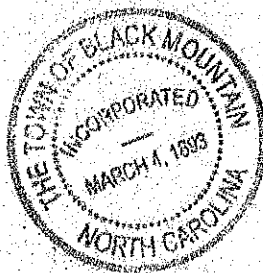
Title:

WITNESS:

CLIENT

Name:

Title:



Scope of Work

Swannanoa River Stabilization
Veterans Park, Black Mountain, NC
November 29, 2018

Project Background:

- Project includes four individual reaches totaling approx. 1600 LF of the Swannanoa River.
- Goals are to stabilize eroding banks, enhance river aesthetics and improve access.
- Protection of existing park features, including walking trail and baseball diamonds will be design considerations.

Task 1 – Site Assessment

- Site visit to evaluate channel stability and site constraints, and review project objectives;
- Gather available aerial imagery and topographic information;
- Complete channel survey to document river dimensions, pattern and profile; and
- Develop base mapping with approximate utilities and mature trees (and wetland boundaries if applicable).

Task 2 – Analysis and Design

- Determine drainage area and evaluate range of design discharges;
- Perform hydraulic analyses and channel dimension evaluations;
- Develop river enhancement and stabilization plan;
- Develop construction drawing set showing plan, typical sections and details for bank sloping, bioengineering, in-stream structures and sediment and erosion control practices; and
- Create bid item list with estimated quantities and an engineer's estimate of construction costs.

Task 3 – Permitting

- Prepare Pre-Construction Notification (PCN) and submit to US Army Corps of Engineers, NC Division of Water Resources and other resource agencies;
 - Determine limits of disturbance and coordinate with Corps regarding waters of US;
 - \$570 permit fee is included;
 - Complete preliminary jurisdictional delineation (wetland), if required
- Model proposed river enhancements, compare existing and proposed flooding conditions and submit floodplain development permit application to Town floodplain administrator. Assumption is a no-rise result can be achieved and that a CLOMR/LOMR is not necessary.
- Prepare erosion control plan, narrative and permit application, assuming more than 1 acre of land disturbance. \$525 per acre fee is not included because acreage not known at this time.

Task 4 – Construction Observation

- Convene pre-bid meeting with stream restoration contractors
- Assist with bid review and award;
- Part-time on-site observation to answer questions and check conformance with construction documents (assume 8 visits);
- Conduct preliminary walkthrough and develop punch list; and
- Conduct final walkthrough and submit documentation, including redline plans with field changes noted.

Proposed Fee:

Task	Fee
1 – Site Assessment	\$8,500
2 – Analysis and Design	\$10,000
3 - Permitting	\$8,000
4 – Construction Observation	\$6,500
Total	\$33,000

Notes on Deliverables and Services:

- Proposed task fees are estimates. Work will be billed on a time-and-materials basis and task estimates will not be exceeded without prior approval.
- Technical specifications are not deemed necessary and are not included.
- The target completion date for permitting submittals is March 15, 2019.
- The target construction start is June 2019.
- Plans will be provided in .pdf format to the Town for review prior to submitting for permits. Up to 8 sets of half-size final construction documents will be provided for bidding and Town records.

Budget Amendment # 2019-15
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5400-040	Prof Services	33,000		To record grant proceeds
	1010-3366-300	Pigeon River Grant - Swannanoa		28,000	and accompanying
	1000-3905-900	Fund Balance Approp		5,000	expenses to study
					enhancements at Veteran's
					Park

Totals: 33,000 33,000

BD #

Entered By:

Journal #

Approved By:

Fiscal Yr

Date

Date

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

SUBJECT: Budget Amendment for Insurance Settlement Police Vehicle #FY2019-16

AGENDA INFORMATION

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

BRIEF SUMMARY: On February 13, 2019, a police vehicle was involved in an accident which caused \$8,215 in damage. This is an insurable event which does not affect fund balance. The other driver was at fault and the Town's insurance was not used on this claim.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-16 as submitted, increasing the expense accounts, 1010-5100-170 (M & R Auto) by \$8,215 and the revenue account, 1000-3840-800 (Insurance Settlements) by \$8,215.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-16.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-16
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5100-170	M & R Auto	8,215		Police insurance
	1000-3840-800	Insurance Proceeds		8,215	proceeds from
					Feb 13, 2019 incident

Totals:	8,215	8,215
---------	-------	-------

BD #

Entered By:

Journal #

Fiscal Yr

Approved By:

Date

Date

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

SUBJECT: Call for Public Hearing for Text Amendments to Definitions

AGENDA INFORMATION

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

BRIEF SUMMARY: The current definitions for bed and breakfast homes and inns do not meet the same definitions as the state statutes and the Town definitions allow for fewer rooms than the state statute allows. A citizen has requested that the definitions be amended to follow the state statute.

MOTION FOR CONSIDERATION: To call for the public hearing for text amendments to definitions to be held on Monday, April 8, 2019 at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Proposed *Ordinance #O-19-06*, Statement of Consistency, Text Amendment Application, Planning Board Statement of Consistency

MANAGER'S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the meeting on Monday, April 8, 2019 or as soon thereafter as possible.



Town of Black Mountain

160 Midland Avenue ♦ Black Mountain, North Carolina ♦ 28711

Phone: 828-419-9300 ♦ Fax: 828-669-2030

OFFICE OF THE ZONING ADMINISTRATOR

APPLICATION FOR A CHANGE TO ZONING CODE

Date: 1/28/2019

To: TOWN OF BLACK MOUNTAIN
ZONING ADMINSTRATOR

THE SECTION OF THE ZONING CODE YOU ARE REQUESTING TO BE CHANGED:

5.5.1 text change to North Carolina definition
of bed and breakfast and inns, 130A-247 5a + b

AN APPLICATION FOR A CHANGE TO THE ZONING CODE HAS BEEN APPLIED FOR BY:

Name: Theresa Fuller Phone: 828-357-8525
Company: Arbor House of Black Mountain Bed (if applicable)
Address: 207 Rhododendron Ave and Breakfast
Black Mountain, NC 28711

THE APPLICANT BELIEVES THE ZONING CHANGE SHOULD BE GRANTED FOR THE FOLLOWING REASONS:

The code has not been addressed since April
26, 1999, back when 4 rooms or less did not owe
occupancy tax. The code is not up to date.
The NC code was changed 3 times since 1999.
The latest change was 2 years ago. The NC
code is more depicted by what is actually set
in Black Mountain

SIGNATURE

DATE: 1/28/2019

Zoning and Ordinances Discussion for Arbor House of Black Mountain Bed and Breakfast

As of August 2, 2018 Arbor House is a Neighborhood mixed use district (UR-8) with conditional permitting to be a Bed and Breakfast House.

Black Mountain Ordinances

<https://library.municode.com/search?stateId=33&clientId=8128&searchText=bed%20and%20breakfast&contentType=d=CODES>

5.1.1 - Purpose.

The Town of Black Mountain finds that there are certain uses that exist which may be constructed, continued, and/or expanded provided they meet certain mitigating requirements specific to their design and/or operation. Such additional requirements ensure compatibility with other uses and conformance to the town's comprehensive plan or other adopted plans. This chapter specifies those requirements that must be met by all the uses listed in the uses permitted with additional requirements section for each district in chapter 4.

Each use shall be permitted in compliance with all additional requirements listed for the use in this chapter. Certain uses are also classified as *conditional uses* or *special uses* and require board of adjustment approval per chapters 6 and 7.

5.5.1 - Bed and breakfast homes and inns.

The maximum number of guest rooms shall be four for a bed and breakfast home and 12 for a bed and breakfast inn.

The bed and breakfast shall be operated by a resident manager. For bed and breakfast homes, there shall be a maximum of one full-time employee in addition to the owner. For bed and breakfast inns, there shall be a maximum of three full-time employees in addition to the owner.

The use shall contain only one kitchen facility. Meals served on the premises shall be only for overnight guests and residents of the facility.

5.20.4 - Temporary use requirements for bed and breakfast homes or inns in residential districts.

This section only applies to bed and breakfast home and/or inns located within residential districts.

Temporary uses or special events on these properties shall comply with the following conditions:

A permit shall be issued by the zoning administrator for a time period of up to three days (72 hours).

Parking for special events shall be restricted to the premises of the bed and breakfast homes. However, should off premises parking be necessary, written permission from the owner of the property used for off premise parking shall be required. Said written permission shall be turned in with the application.

Special events or caterings shall be limited to one per month.

Any excessive noise, excessive traffic, inconvenience to neighbors, or failure to comply with any of the other guidelines shall be cause for revocation of the permit.

Failure to comply with the established guidelines after the second written warning within 12 months will result in the permit being revoked and a new temporary permit shall not be issued for a period of 12 months.

No temporary banners or signs shall be displayed in conjunction with the event.

Buncombe County Ordinances

<https://www.buncombecounty.org/common/planning/zoning/zoning-ordinance.pdf>

<https://library.municode.com/nc/buncombe-county/codes/code-of-ordinances>

No real definition of a Bed and Breakfast Home, just Inn.

North Carolina General Assembly

<https://www.ncleg.net/>

130A-247. Definitions.

The following definitions shall apply throughout this Part:

- (1) "Establishment" means (i) an establishment that prepares or serves drink, (ii) an establishment that prepares or serves food, (iii) an establishment that provides lodging, (iv) a bed and breakfast inn, or (v) an establishment that prepares and sells meat food products as defined in G.S. 106-549.15(14) or poultry products as defined in G.S. 106-549.51(26).
- (1a) "Permanent house guest" means a person who receives room or board for periods of a week or longer. The term includes visitors of the permanent house guest.
- (2) "Private club" means an organization that (i) maintains selective members, is operated by the membership, does not provide food or lodging for pay to anyone who is not a member or a member's guest, and is either incorporated as a nonprofit corporation in accordance with Chapter 55A of the General Statutes or is exempt from federal income tax under the Internal Revenue Code as defined in G.S. 105-130.2(1) or (ii) meets the definition of a private club set forth in G.S. 18B-1000(5).
- (3) "Regular boarder" means a person who receives food for periods of a week or longer.
- (4) "Establishment that prepares or serves drink" means a business or other entity that prepares or serves beverages made from raw apples or potentially hazardous beverages made from other raw fruits or vegetables or that otherwise puts together, portions, sets out, or hands out drinks for human consumption.
- (5) "Establishment that prepares or serves food" means a business or other entity that cooks, puts together, portions, sets out, or hands out food for human consumption.
- (5a) **"Bed and breakfast home" means a business in a private home of not more than eight guest rooms that offers bed and breakfast accommodations for a period of less than one week and that meets all of the following criteria:**
 - a. Does not serve food or drink to the general public for pay.
 - b. Serves the breakfast meal, the lunch meal, the dinner meal, or a combination of all or some of these three meals, only to overnight guests of the home.
 - c. Includes the price of breakfast in the room rate. The price of additional meals served may be added to the room rate at the conclusion of the overnight guest's stay.
 - d. Is the permanent residence of the owner or the manager of the business.
- (6) **"Bed and breakfast inn" means a business of at least nine but not more than 12 guest rooms that offers bed and breakfast accommodations for a period of less than one week, and that meets all of the following requirements:**
 - a. Does not serve food or drink to the general public for pay.
 - b. Serves the breakfast meal, the lunch meal, the dinner meal, or a combination of all or some of these three meals only to overnight guests of the business.
 - c. Includes the price of breakfast in the room rate. The price of additional meals served may be added to the room rate at the conclusion of the overnight guest's stay.
 - d. Is the permanent residence of the owner or the manager of the business.
- (7) "Limited food services establishment" means an establishment as described in G.S. 130A-248(a4), with food handling operations that are restricted by rules adopted by the Commission pursuant to G.S. 130A-248(a4) and that prepares or serves food only in conjunction with amateur athletic events. Limited food service establishment also includes lodging facilities that serve only reheated food that has already been pre-cooked.
- (8) "Temporary food establishment" means an establishment not otherwise exempted from this part pursuant to G.S. 130A-250 that (i) prepares or serves food, (ii) operates for a period of time not to exceed 21 days in one location, and (iii) is affiliated with and endorsed by a transitory fair, carnival, circus, festival, or public exhibition. (1983, c. 891, s. 2; 1987, c. 367; 1991, c. 733, s. 1; 1993, c. 262, s. 1; c. 513, s. 12; 1995, c. 123, s. 12; c. 507, s. 26.8(f); 1999-247, ss. 3, 4; 2013-360, s. 12E.1(a); 2013-413, ss. 7, 11(a); 2014-115, s. 17; 2014-120, s. 21(a); 2017-211, ss. 4(a), (b).)

ORDINANCE NO. #O-19-06

AN ORDINANCE TO AMEND CHAPTER 1, SECTION 1.2.3, DEFINITIONS

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Chapter 1, Section 1.2.3, Definitions, is amended with the following (additions are underlined in bold italic and deletions are shown as red struck text):

1. Chapter 1 – Structure and Administration
Section 1.2.3 - Definitions

Bed and breakfast home: A private, owner-occupied residences with ~~one to four~~ ***no more than six*** guest rooms where overnight accommodations and a morning meal are provided to transients for compensation, and where the bed and breakfast use is subordinate and incidental to the main residential use of the building. The home owner shall reside on site and employment shall not exceed the equivalent of one full-time employee in addition to the owner.

Bed and breakfast inn: A private, owner-occupied business with ~~five to twelve~~ ***at least nine but not more than 12*** guest rooms where overnight accommodations and a morning meal are provided to transients for compensation and where the bed and breakfast inn is operated primarily as a business. The home owner shall reside on site and employment shall not exceed the equivalent of three full-time employees in addition to the owner.

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ on this the 8th day of April, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
A STATEMENT OF CONSISTENCY FOR:
TEXT AMENDMENTS TO CHAPTER 1.2.3 DEFINITIONS**

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

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

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

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

- Encourages regulated businesses in residential districts.
- Maintains the integrity of neighborhoods.

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

- Vision Statement 9: Community Planning – supports local business owners while allowing mixed-uses in neighborhoods.

WHEREAS, after notice duly given, a public hearing was held on April 8, 2019 as part of the regularly scheduled Board of Aldermen meeting at 6:00 p.m. in the Board Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, THE BOARD OF ALDERMEN APPROVE THIS STATEMENT OF CONSISTENCY, by a vote of ____ to ____ on this the 8th day of April, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

TOWN OF BLACK MOUNTAIN
PLANNING BOARD
CONSISTENCY STATEMENT

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

From: The Planning Board for the Town of Black Mountain

Date: February 25, 2019

Subject: Zoning Text Amendment

Description: Amend definition of bed and breakfast home and inn

Address: N/A

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

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

How consistent with plan: Supports local business owners

Why is it reasonable and in the public interest: Encourages regulated businesses in residential districts and maintains the integrity of neighborhoods

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

How inconsistent with the plan: _____

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

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



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

BoA Regular Session
March 11, 2019
Agenda Item 5-G

RESOLUTION #R-19-05

RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING SIGNER

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

Section 1: The Board of Aldermen does hereby authorize Mayor Don Collins, Town Manager Josh Harrold, and Finance Director Dean Luebbe to sign payroll and accounts payable checks, with signatures by any two of the three required to be placed on each check.

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

Don Collins, Mayor

ATTEST:

Angela Reece, Town Clerk

Josh Harrold, Town Manager

Dean Luebbe, Finance Director/ Assistant Town Manager

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

SUBJECT: Selection of Accounting Firm to Conduct FY19 audit

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number: 8A
Department: Finance
Contact: Dean Luebbe, Assistant Town Manager/Finance Director
Presenter: Josh Harrold, Town Manager

BRIEF SUMMARY: Gould Killian CPA Group, P.A. has performed the audit of the Town's financial statements for the last seven years. In January of 2018, the Town requested proposals from qualified auditors to audit the Town's financial statements for fiscal years 19, 20, and 21. The Town received three proposals. The Town Manager and Finance Director reviewed the responses and recommend Mauldin & Jenkins, LLC out of Atlanta, GA. Mauldin & Jenkins has been in business over fifty years and is one of the largest locally owned provider of audit services in the Southeast.

MOTION FOR CONSIDERATION: To approve terms of the contract for the FY18-19 auditing and financial reporting with Mauldin & Jenkins, LLC out of Atlanta, GA in the amount of \$21,000 as presented, and to authorize the Mayor and Town Manager to execute the agreement on behalf of the Town. For audit years FY20 and FY21, the firm commits to provide these services for the not to exceed amounts of \$21,500 and 22,500 respectively.

FUNDING SOURCE: N/A.

ATTACHMENTS: N/A.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.



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

SUBJECT: 2019 Local Government General Records Retention & Disposition Schedule

AGENDA INFORMATION

Agenda Location: NEW BUSINESS
Item Number: 8C
Department: Administration
Contact: Angela Reece, Town Clerk/PIO
Presenter: Josh Harrold, Town Manager

BRIEF SUMMARY: Updates to North Carolina Local Government Records Retention Schedules have been updated and signed by the Department of Natural and Cultural Resources.

General Records

The universal update covering General Records is taking the form of a General Local Records Retention Schedule. The universal update supersedes the following standards on ***all*** local schedules published prior to March 1, 2019:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information System (GIS) Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records
- Workforce Development Records

MOTION FOR CONSIDERATION: To approve as presented.

FUNDING SOURCE: N/A.

ATTACHMENTS: 2019 Records Series.

The complete records retention and disposition schedule (105 page document) is available for viewing and downloading on the State Archives of NC website here: https://files.nc.gov/dncr-archives/documents/files/2019_local_standards.pdf or by contacting the Clerk.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.



2019 LOCAL GOVERNMENT AGENCIES GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE

Records Series

Standard 1: Administration and Management Records

- Abstracts of Municipal Elections
- Accreditation Records
- Administrative Directives, Regulations, and Rules
- Agenda and Meeting Packets
- Applications for Appointment
- Appointment Reports
- Audio and Video Recordings of Meetings
- Audits: Performance
- Blueprints and Specifications
- Bonds
- Bulletins
- Business Certification Records
- Business Development Subject File
- Calendars of Events and Appointments
- Census Project Records
- Charter Records
- Citizen Comments, Complaints, Petitions, and Service Requests
- Citizen Rebate Program Records
- Citizen Surveys
- Collected Data
- Comprehensive Plan
- Correspondence and Memoranda
- Customer Call Center Recordings
- Equipment and Vehicle Maintenance, Repair, and Inspection Records
- Equipment and Vehicle Reference Records
- Equipment, Facility, and Vehicle Usage Records
- Facility Maintenance, Repair, and Inspection Records
- Forms and Templates
- Governing and Advisory Body Member Files
- Grant Proposals
- Grants
- History Records (Agency and Employees)
- Improper Conduct Investigations
- Indices
- Interagency Programs
- Inventories
- Legislation and Regulatory Records

Logistics Materials
Mail: Undeliverable/Returned
Mailing and Distribution Records
Membership Records
Minutes of Public Bodies
Minutes (Staff Meetings)
Miscellaneous (Non-Building) Applications, Licenses, and Permits
Notices of Public Meetings
Office Security Records
Ordinances
Pest Control
Policies and Procedures
Poll List/Registration List/Roster/Authorization to Vote (ATV)
Price Quotations
Proclamations and Orders
Projects
Property Management Records
Rate and Fee Schedules
Records Management
Reference (Reading) File
Reports and Studies
Requests for Information
Requests for Proposals (RFP)
Resolutions
Surplus Property
Tracking Materials
Travel Requests
Vehicle Registration Cards
Work Orders

Standard 2: Budget, Fiscal, and Payroll Records

Accounts Payable
Accounts Receivable
Accounts Uncollectable
Annual Budget
Arbitrage Records
Audits: Financial
Authorization Forms
Bank Statements and Reconciliations
Bids for Disposal of Property
Bids for Purchase
Bond Closing Records
Bond Register
Bonds, Notes, and Coupons
Budget Administration Records

Budget Execution Records
 Budget Reports
 Budget Requests and Working Papers
 Budget Resolutions and Ordinances
 Cost Allocation Plans
 Credit/Debit/Procurement Card Records
 Donations and Solicitations
 Electronic Funds Transfers (EFT)
 Escheats and Unclaimed Property
 Financial Journals and Ledgers
 Financial Reports
 Government Employees Retirement System Monthly Reports
 Grants: Financial
 Investments
 Loan Records
 Local Government Commission Financial Statements
 Longevity Pay
 Payment Card Data
 Payroll and Earnings Records
 Payroll Deduction Records
 Powell Bill Records
 Purchase Orders
 Qualified Products Lists (QPL)
 Requisitions
 Scholarship Records
 Shift Premium Pay
 Statements of Back Pay
 Tax Forms
 Tax Returns
 Time Sheets, Cards, and Attendance Records
 Travel Reimbursements
 Vendors

Standard 3: Geographic Information System (GIS) Records

Geographic Information System (GIS) Core Data
 Geographic Information System (GIS) Data Documentation (Metadata)
 Geographic Information System (GIS) Internal Standards and Procedures
 Geographic Information System (GIS) Monitoring Records
 Geographic Information System (GIS) Operational Records
 Geographic Information System (GIS) Project Records
 Layers: Address Points
 Layers: Corporate Limits
 Layers: Extraterritorial Jurisdictions
 Layers: Orthoimagery
 Layers: Street Centerline

Mapping Project Records

Maps: Parcel

Maps: Parks

Maps: All Other

Standard 4: Information Technology (IT) Records

Audits: IT Systems

Computer and Network Usage Records

Data Documentation Records

Data Migration Records

Data Warehouses

Digitization and Scanning Records

Electronic Records Policies and Procedures

Information Technology Assistance Records

Network and System Security Records

Network Diagrams

Project Documentation

Software License and Copyright Provisions Records

System Access Records

System Documentation Records

System Maintenance Records: Hardware Repair or Service

System Maintenance Records: Records Backups

Technical Program Documentation

Voice over Internet Protocol (VoIP) Records

Web Management and Operations Records: Structure

Standard 5: Legal Records

Affidavits of Publication

Authentications

Civil Rights Case Records

Civil Rights Records

Condemnation Records

Conflict of Interest and Conflict of Commitment Disclosure Statements

Contracts, Leases, and Agreements

Declaratory Rulings

Delegation of Authority Records

Easements and Right-of-Way Agreements

Encroachments

Land Ownership Records

Legal Correspondence

Legal Opinions

Legal Review Records

Litigation Case Records

Oaths of Office

Permissions

Pre-Trial Release Program Records
Reasonable Accommodations
Release Forms
Vehicle Titles

Standard 6: Personnel Records

Abolished Positions
Administrative Investigations
Applications for Employment
Apprenticeship Program Records
Aptitude and Skills Testing Records
Asbestos Training
Benefits Records
Bloodborne Pathogen Training
Certification and Qualification Records
Directories, Rosters, or Indices
Disability Salary Continuation Claims
Disciplinary Actions
Dual Employment
Educational Leave and Reimbursement
Eligibility Records
Employee Assistance Programs
Employment Selection Records
Exit Interview Records
Family Medical Leave Act (FMLA) Records
Grievances
Hazardous Materials Training Records
Internship Program
Law Enforcement Training
Leave Records
Medical Records
Military Leave
Performance Reviews
Personnel Action Notices
Personnel Records (Official Copy)
Personnel Records (Supervisor Copy)
Policies and Procedures (Personnel)
Polygraph Records
Position Classification, Control, and History
Position Descriptions
Position Evaluations
Recruitment Records
Retirement Records
Seasonal and Contract Worker Records
Secondary Employment

- Service Awards and Commendations
- Suggestions and Surveys
- Training and Educational Records
- Unemployment Compensation Claims
- Unemployment Compensation Reports
- Unemployment Insurance
- Verification of Employment Records
- Volunteer Records
- Work Schedules and Assignments
- Workers' Compensation Program Administration
- Workers' Compensation Program Claims

Standard 7: Public Relations Records

- Agency Publications
- Audio-Visual Recordings
- Community Awards
- Conferences and Workshops
- Educational Materials
- Fund Drive and Event Records
- Invitations
- Media File
- Popular Annual Finance Report
- Public Hearings
- Public Records Requests
- Publicity Records
- Social Media
- Speeches
- Website (Electronic)

Standard 8: Risk Management Records

- Accident/Incident Reports (Customer and Employee)
- Asbestos Management Plan
- Declarations and Terminations of States of Emergency
- Disaster and Emergency Management Plans
- Disaster Recovery
- Emergency Drills and Equipment Records
- Employee Security Records
- Fire, Health, and Safety Records
- Fuel Oil Storage Tank Records
- Hazardous Materials Management
- Insurance Policies
- Loss Control Inspection Reports
- Lost, Stolen, or Damaged Property Reports
- Occupational Safety and Health Administration (OSHA)
- Safety Data Sheets

Standard 9: Workforce Development Records

Audit/Audit Resolutions

Local Area Job Training Plan Records

Participant Records

2019 Local Government Agencies General Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

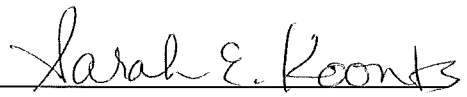
All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends.*" All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends.*" If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends.*"

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.

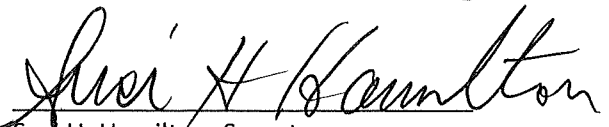
APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____


Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

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

SUBJECT: Budget Amendment #FY2019-17

AGENDA INFORMATION

Agenda Location: **NEW BUSINESS**
Item Number: **8E**
Department: **Finance**
Contact: Dean Luebbe, Assistant Town Manager/Finance Director
Presenter: Josh Harrold, Town Manager

BRIEF SUMMARY: In the FY18-19 budget, the Board of Aldermen approved \$10,000 for Planning Department part time salaries. At that time, it was expected that an individual would be hired as a part time Town employee. The Planning Department has found it more useful to contract with Benchmark Planning out of Charlotte, NC to provide these services.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-17 as submitted increasing expense account 1010-5400-040 (Professional Services) for \$10,000 and reducing expense account 1010-5400-021 (Part Time Salaries) by \$10,000.

FUNDING SOURCE: N/A.

ATTACHMENTS: Budget Amendment #FY2019-17.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-17
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	1010-5400-040	Prof Serv	10,000		Transferring PT salary
	1010-5400-021	Part Time Salaries		10,000	expense to prof services.

Totals:	10,000	10,000
---------	--------	--------

BD #

Entered By:

Journal #

Fiscal Yr

Approved By:

Date

Date

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

SUBJECT: Public Hearing for Text Amendments to Add Graffiti Ordinance #O-19-05

AGENDA INFORMATION

Agenda Location:	PUBLIC HEARING
Item Number:	9A
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Currently the Town has no ordinances specific to graffiti. This ordinance clearly states graffiti is an illegal activity and can result in prosecution. It also states property owners are responsible for removing or obscuring graffiti. If a property owner does not comply, they will receive a notice of violation and be required to do so using the same notification standards and processes applicable to other nuisance violations.

MOTION FOR CONSIDERATION:

1. To open the public hearing on Ordinance #O-19-05 for Text Amendments to Add Graffiti Ordinance.
2. To close the public hearing.
3. To adopt Ordinance #O-19-05 as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS: Proposed Ordinance # O-19-05

MANAGER'S COMMENTS AND RECOMMENDATIONS: To adopt as presented [or as amended].



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

Monday, March 11, 2019 at 6:00 p.m.

The Black Mountain Board of Aldermen will meet on **Monday, March 11, 2019 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing to consider an ordinance to add text sections to Chapter 20, to ADD Article VII, GRAFFITI, to the Town of Black Mountain Code of Ordinances.

The meeting is open to the public.



Angela Reece
Town Clerk

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

*Posted to the Town Bulletin Board 02/13/19
Published in the Black Mountain News 02/28/19 and 03/07/19*

www.townofblackmountain.org

LEGAL NOTICE CHECKLIST

NOTICE TEXT: Legal Notice for Text Amendments - Graffiti

Legal Notice Prepared	☒	Date: 12/20/18	Initials: JT
Legal Notice Posted on Board	☒	Date: 02/13/19	Initials: AR
Legal Notice Sent to Jessica	☒	Date: 12/20/18	Initials: JT
Legal Notice Sent to Angela	☒	Date: 12/20/18	Initials: JT
Legal Notice Sent to Paper	☒	Date: 02/12/19	Initials: AR

Publish in Black Mountain News weeks of 02/28/19 and 03/07/19.

Affidavit of Publication Requested	☒	Date: 02/12/19	Initials: AR
Legal Notice Attached to Agenda	☒	Date: 03/07/19	Initials: AR
Received Affidavit of Publication	☐	Date:	Initials:

Legal Notice Publication Deadlines:

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

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

Black Mountain News

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

Customer: TOWN OF BLACK MOUNTAIN
Address: 160 MIDLAND AVE
BLACK MOUNTAIN NC 28711
USA

Ad No.: 0003406482
Pymt Method Invoice
Net Amt: \$123.68

Run Times: 2

No. of Affidavits: 1

Run Dates: 02/28/19, 03/07/19

Text of Ad:



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

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Posted to the Town Bulletin Board
02/13/19
Published in the Black Mountain News
02/28/19 and 03/07/19

www.townofblackmountain.org

February 28, 2019 and March 7, 2019
0003406482

ORDINANCE NO. #O-19-05

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

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

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

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

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

ARTICLE VIII - GRAFFITI

Sec. 20-371 – General.

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

(b) Definitions.

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

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

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

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

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

Sec. 20-372 – Graffiti prohibited.

(a) It shall be unlawful for any person to place graffiti upon the surface of any public or private property, real or personal.

(b) Any person who applies graffiti upon the surface of any public or private property is guilty of a misdemeanor and shall be subject to prosecution in accordance with G.S. 14-127, 14-127.1 and G.S. 14-160. In addition to criminal prosecution, such person shall be subject to the additional enforcement provisions set forth herein.

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

(d) It shall be unlawful for any property owner to permit property that is defaced with graffiti to remain defaced; such property owner shall be subject to the civil enforcement provisions herein.

(e) It is the specific intent of this article to regulate the placement of graffiti both as a criminal violation and civil violation, and to regulate the failure to remove graffiti as a civil violation only and not as a criminal violation. Nothing herein is intended to prevent, restrain or prohibit the criminal prosecution of graffiti perpetrators under the laws of the State of North Carolina.

Sec. 20-373 – Removal required.

(a) Immediate removal. It is the responsibility of the perpetrator to immediately remove any graffiti created or caused by the perpetrator, but if the perpetrator fails to remove such graffiti, it is the responsibility of the property owner to promptly remove graffiti from the property owner's property. The property owner should not wait for the town to send a notice to remove or notice of defacement, but shall take immediate and prompt action to remove the

graffiti when applied.

(b) Removal by property owner. It shall be unlawful for any property owner to fail to take the necessary steps to remove or effectively obscure any graffiti upon property they own within ten (10) days after receiving written notice from the town to remove such graffiti (“notice to remove” or “notice of defacement”). The property owner shall be deemed to have taken such necessary steps if the property owner has contracted with others to remove or obscure the graffiti and the party contracted with has provided a reasonable estimate of time when the work will be done. Notice to the property owner shall be served by personal delivery or by certified or registered mail, return receipt requested in conjunction with regular mail. If the regular mail is not returned as undeliverable within ten days, service shall be deemed sufficient. Additionally, service hereunder may be made in accordance with Rule 4 of the North Carolina Rules of Civil Procedure. The notice to remove shall provide:

- (1) The street address or other description of the property sufficient for property identification;
- (2) A description and general location of the graffiti;
- (3) A statement that the property is a public nuisance due to the existence of the graffiti;
- (4) Statement that the graffiti must be removed or effectively obscured within ten days after receiving notice to remove and that if the nuisance is not so abated within that time, the town may abate the public nuisance at the cost of the property owner as set forth herein;
- (5) Information identifying any graffiti removal assistance available through the town.

(c) Removal by town. If the town has provided notice to remove under subsection (b) above, and property owner fails and/or refuses to remove or effectively obscure graffiti upon the property owner’s property, the town, may, after compliance with the requirements contained herein below, go upon the private property and remove the graffiti at the expense of the property owner. The town shall not clean, paint or obscure or repair any property containing graffiti more extensively than where the graffiti itself is located. The town shall not be required to restore the area that contained graffiti, or any obscured area, to its original condition including conditions of color, texture, and finish. The cost of obtaining compliance with the requirements of this article shall be a lien in accordance with G.S. 160A-193. Provided however nothing herein shall require the town to remove graffiti from private property or from property designated as historic property under federal or state laws.

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

Prior to entering upon private property or property owned by a public entity other than the town for the purpose of graffiti removal, the town shall attempt to secure the consent of the property owner and release of the town from any and all claims arising out of the removal. If the property owner fails to remove the graffiti within the time specified in the notice to remove, or the town has requested consent to remove or paint over the graffiti and the property owner has refused consent and/or refused to grant the town a release of liability, the town may seek

remedies as set forth in G.S. 160A-175, including injunctive relief, an order of abatement or other relief in the appropriate court of law. Provided however, nothing herein shall prevent the town from summarily removing graffiti when there is an imminent threat to life or property.

Sec. 20-375 – Enforcement/remedies.

(a) Civil penalties – against perpetrator.

(1) In addition to the graffiti perpetrator being subject to criminal prosecution under the laws of the State of North Carolina, the perpetrator shall also be subject to the assessment of a civil penalty under this Article in the amount of \$200.00. In the event there is more than one violation, then the civil penalty shall be increased for each additional violation as set forth below:

- a. Second violation: \$250.00;
- b. Third violation: \$500.00;
- c. Fourth violation: \$750.00;
- d. Fifth and any subsequent violation within a 12-month period: \$1,000.00.

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

(b) Civil penalties – against property owner.

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

(c) Trust Fund.

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

(d) Notice of violation.

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

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

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

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

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

MINUTES FOLLOW THIS
SECTION



TOWN OF BLACK MOUNTAIN

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

Date: February 2, 2019 Time: 12:30pm.

Special Called Meeting

*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.**

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

1. **CALL TO ORDER** – Mayor Don Collins
2. **WELCOME** – Josh Harrold, Town Manager
3. **INTRODUCTION**– Jessica Trotman, Facilitator
4. **VALUES EXERCISE**
5. **SOAR ANALYSIS**
6. **BRAINSTORM PRIORITIES**
7. **BREAK**
8. **PRIORITIES SETTING**
9. **REVIEW**
10. **ADJOURNMENT**


Josh Harrold
Town Manager



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL MEETING MINUTES
February 2, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN, held a special called meeting on Saturday February 2, 2019 at 12:30 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting was to discuss Board of Aldermen goals, priorities and values.

1. CALL TO ORDER

Mayor Collins called the special meeting to order at 12:30 p.m. with the following members present:

Mayor Don Collins – departed at 1:50 p.m.
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Carlos Showers
Alderman Ryan Stone – arrived 12:40 p.m., departed at 1:10 p.m.
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager
Jessica Trotman, Planning Director
Angela Reece, Town Clerk
Ron Sneed, Town Attorney– absent

Representing the media:
Fred McCormick

Town Manager Josh Harrold thanked and welcomed all who attended the meeting. Manager Harrold asked Jessica Trotman to assist in facilitating the discussion on priorities, and values with the Board of Aldermen. Mrs. Trotman gave a presentation which is made part of and included in these minutes.

The Board of Aldermen completed a discussion and exercise on values. In the discussion the Board agreed on teamwork, trust and respect as their three main values working together as a board. The Board completed a SOAR (strength, opportunities, aspirations, results) exercise and discussed the areas with each other to develop a set of priorities.

The Board of Aldermen brainstormed and ranked the following priorities: financial stability; employee effectiveness & job satisfaction; citizen needs & good governance; managing and

Black Mountain Board of Aldermen
Special Call Meeting Minutes – February 2, 2019

balancing growth; infrastructure; economic development; collaboration; and environmental responsibility and awareness.

The Board of Aldermen extended their thanks and appreciation to the citizens who attended the meeting and to staff for facilitating the discussion.

There being no further business, on a motion made by Alderman Larry B. Harris and with a vote of 4-0, Vice Mayor Maggie Tuttle adjourned the meeting at 2:35 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor



TOWN OF BLACK MOUNTAIN

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

Date: February 2, 2019 Time: 12:30pm.

Special Called Meeting

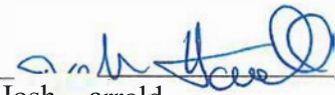
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4. **VALUES EXERCISE**
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Josh Harrold
Town Manager



Strategic Priorities Setting

Town of Black Mountain

Board of Alderman

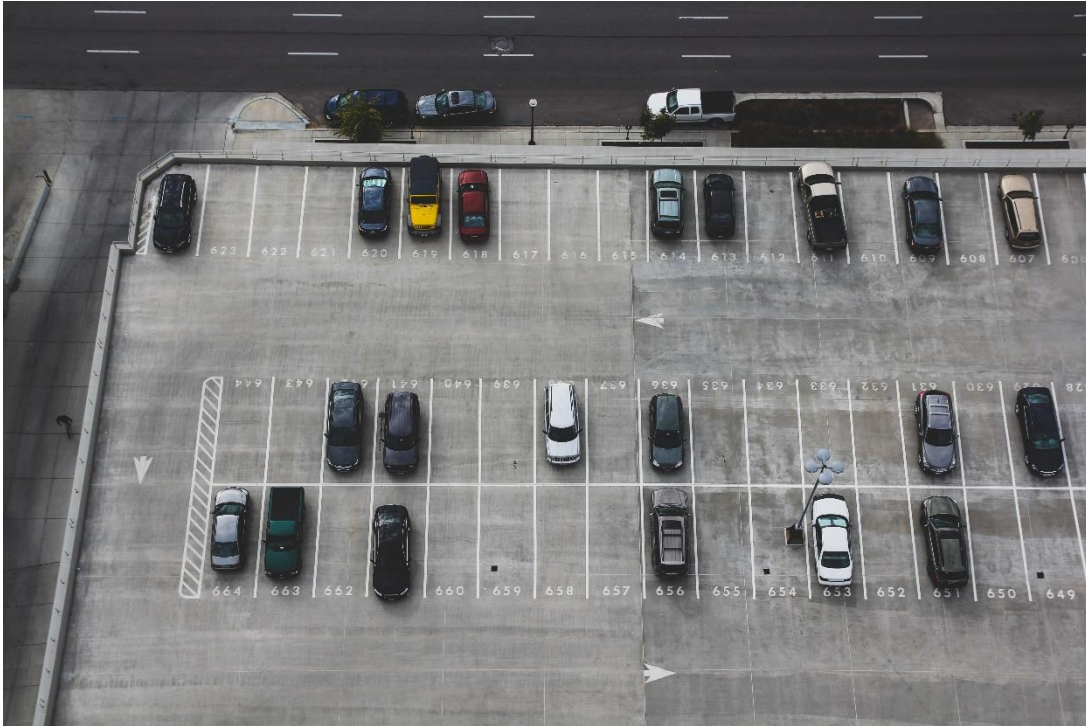
February 2, 2019

Ground Rules

- Listen for understanding
- Be open to new ideas and other perspectives
- Stay focused
- Assume good intent
- Do no interrupt others



Parking Lot



- Mindful of time limitations
- Things to be discussed at different time
- Additional information requests

What is strategic planning?



priority

(noun)

pri·or·i·ty | \ prī-'ôr-ə-tē , -'är-\

plural *priorities*

3 : something given or meriting attention before competing alternatives

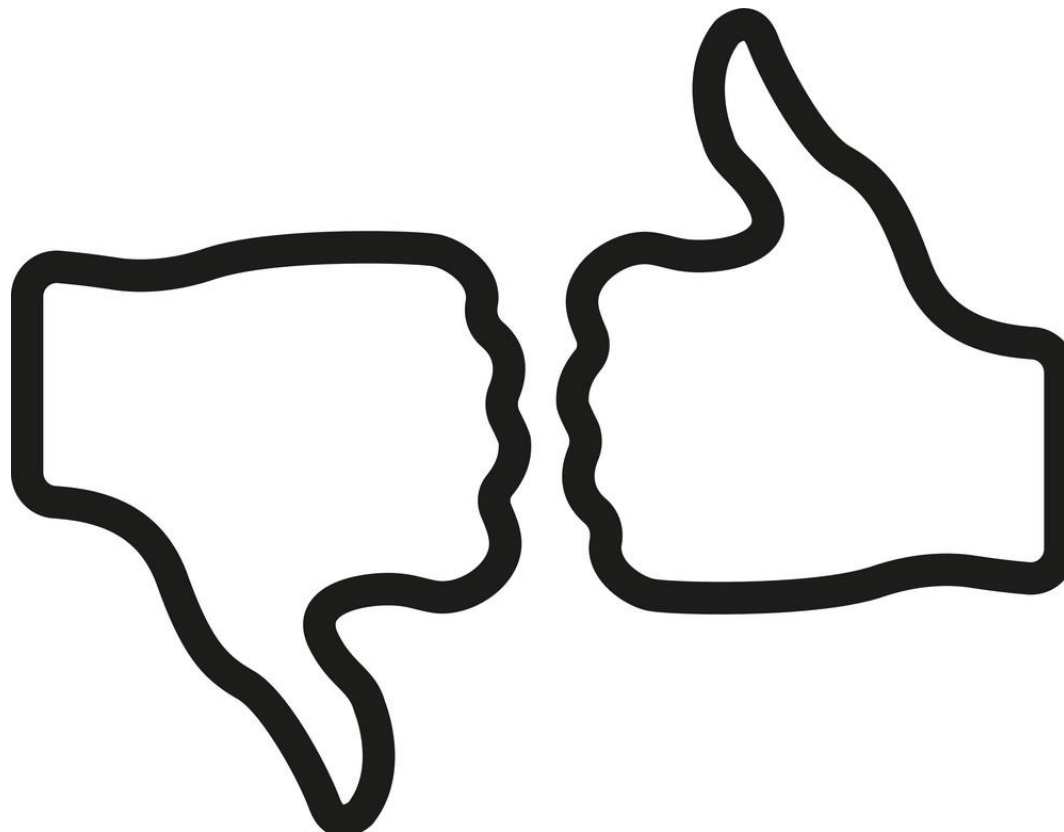
Priorities inform and align with goals.



Priorities inform budgets



Priorities legislative decisions



Priorities inform work plans



val·ue

/'valyoʊ/

noun

a person's principles or standards of behavior; one's judgment of what is important in life.



SOAR Analysis



SOAR: Strengths

- What are your greatest strengths?
- What are we consistently doing well?
- What do you most value about the organization?
- What are you most proud of?

SOAR: Opportunities

- What are our citizens asking for?
- What groundwork have we already laid for future success?
- What are the best opportunities for the organization?
- What can we do to meet the needs of stakeholders?
- Where can you add value to the benefit of others?

SOAR: Aspirations

- Who are we, and what do we want to become?
- What is our preferred future?
- What does this Board care about?
- What are your hopes for the organization?
- What are you passionate about?
- What projects, programs, and services would support these?

SOAR: Results

- How will you know you are reaching your goals for the organization?
- What are 5-7 indicator or measures that will let you know you are achieving the preferred future?
- What will be different for stakeholders?
- Who is going to be responsible for making these things happen?

Brainstorming Strategic Priorities

- Priority / Goal / Strategy – are not the same things.

Break



Sorting

Reflecting

Evaluating

Deciding



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
AGENDA WORKSHOP MEETING MINUTES
February 7, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, February 7, 2019 at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to review the agenda for the regular monthly meeting scheduled for Monday, February 11, 2019 at 6:00 p.m.

1. CALL TO ORDER

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

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

The following staff members were present:

Josh Harrold, Town Manager – absent
Dean Luebbe, Assistant Town Manager
Angela L. Reece, Town Clerk
Ron Sneed, Town Attorney

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

The Board reviewed the items that were proposed for the February 11, 2019 regular session meeting having made no changes.

Mayor Don Collins opened the meeting. Mayor Collins reminded the public that the Board of Aldermen would pay tribute to Dr. Martin Luther King Jr. by attending the 29th Annual MLK Prayer Breakfast at Camp Dorothy Walls on Saturday February 9, 2019 at 8:00 a.m. Mayor Collins encouraged citizens to come.

Assistant Town Manager, Dean Luebbe presented the proposed agenda to the Board of Aldermen. Reverend Brent Bolick of Mountain View Church will give the invocation.

Assistant Town Manager, Dean Luebbe discussed **Items 5C**, Resolution Accepting the Contribution by Buncombe County of River Walk Greenway Phase II funding – Interlocal Agreement stating this agreement is to accept funding in the amount of \$400,000 from the County for the River Walk Greenway project over the next three years. Attorney Sneed stated

Black Mountain Board of Aldermen
Agenda Workshop Minutes –February 7, 2019

this resolution authorizes the signing of the Interlocal agreement with Buncombe County to accept the funding on a schedule.

Mayor Collins asked fellow Board members if any of them had issue with collecting this funding from the County. Alderman Larry B. Harris stated he believes it is equitable and fair for our citizens to receive funding for a greenway. Remaining Board members concurred.

Assistant Town Manager, Dean Luebbe discussed **Items 5E**, Budget Amendment to Purchase Police Vehicle reminding the Board that the police department received grant funding from the Governor's Highway Safety Program in the amount of \$17,500 as well as approximately \$11,000 in donated equipment to be used for a new police vehicle. Assistant Manager Luebbe stated \$23,000 will come from restricted ABC funds and the total value of the vehicle will be approximately \$51,000 with no cost to the Black Mountain tax payers.

Alderman Larry B. Harris clarified with Chief Shawn Freeman that he has obtained a total of four new 4wd police vehicles this year.

Assistant Town Manager, Dean Luebbe discussed **Items 5F**, Salary & Compensation Rate Adjustment Request stating this request is regarding the Interim Golf Superintendent, Jerry Brigman. Assistant Manager Luebbe stated Mr. Brigman has been assigned additional duties for a period of four years acting as the Golf Superintendent and this request will increase his base pay by \$3,000 to compensate for the additional duties.

Town Attorney, Ron Sneed discussed **Items 5G**, Call for Public Hearing for Text Amendments to Add Graffiti Ordinance presenting a revised draft ordinance to the Board for their consideration. The draft ordinance is attached to and made part of these minutes.

Town Attorney, Ron Sneed discussed **Items 7A**, Agreement for Wholesale Purchase of Water from City of Asheville stating he has prepared a draft agreement for consideration of the Board of Aldermen. Alderman Larry B. Harris stated he is prepared to move forward on this item at the regular meeting and feels an overall increase in capacity of 400,000 gallons per day in June 2021 will be sufficient to support the new customers and the Avadim expansion project. The proposed draft agreement is attached to and made part of these minutes.

Town Attorney, Ron Sneed discussed **Items 7B**, continuation of Public Hearing for Text Amendments to Right-of-Way Closure recalling discussions with the Planning Board who recommended expanding the noticing area and said his objection to that is that the case law does not support it. Attorney Sneed also recalled concerns of the Board of Aldermen regarding noticing and said he has prepared a draft ordinance which keeps the noticing requirement but allows the option to notice additional adjoining property.

Assistant Town Manager, Dean Luebbe discussed **Items 8A**, Acceptance of Public Art Proposal stating this item is a more formal process than what has been done in the past to allow public art to be placed on public property. Planning Director Jessica Trotman stated her department and the Greenways Commission will be working on a formal policy to present to the Board soon. Alderman Carolos Showers stated he has concerns over the design of the piece stating he feels someone could be hurt if they attempted to climb on it. Alderman Showers stated he would like to see some sort of a barrier placed around the piece.

Black Mountain Board of Aldermen
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Assistant Town Manager, Dean Luebbe discussed **Items 8B**, Black Mountain Pool Rate & Policy Revisions stating this item is necessary to be considered prior to the beginning of pool season in May. Recreation Director Josh Henderson stated all of the fee schedules for recreation include a resident/non-resident fee and said he feels the proposal is appropriate and reflects other facilities comparable to the town's facility. Director Henderson stated the increased rates will help offset operation costs. Board members discussed the proposed rates and pricing for employee passes. Board members requested pool rental rates to be included in this proposal as well. Recreation Director Henderson advised there is a policy amendment included in the rate schedule regarding safety and liability and recommended having no person under the age of thirteen years of age be allowed in the pool area unless accompanied by a responsible person, eighteen years of age or older. Director Henderson stated this is due to the age of consent to treat and said pool staff may not assist a child age 12 or younger with a medical situation unless it is a life threatening situation. Pool Manager, Beth Dubrock gave an example of a child choking and said that they were not legally allowed to offer assistance until the situation became life threatening and would be forced to contact 911. Ms. Dubrock stated she supported having the age limit increased in order to render medical assistance without incurring additional liability.

Town Attorney, Ron Sneed discussed a matter regarding a voluntary annexation petition to annex The Native Kitchen that has been filed with the Town Clerk. Attorney Sneed stated Property that is annexed by petition must either be contiguous to the primary corporate limits of the city under G.S. 160A-31, or must meet the criteria under G.S. 160A-58.1 for non-contiguous or "satellite" annexation. Attorney Sneed stated those criteria include limits on the distance between the area to be annexed and the primary corporate limits of the city, the proximity of the property to the primary corporate limits of another city, and the size of the property as a percentage of the total size of the city. Attorney Sneed stated NC G.S. 160A-58.1(b)(3) requires the town to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits such as police and fire service. Mayor Don Collins inquired if the Board must take up this matter. Attorney Sneed stated citizens have a right to petition and redress before their elected body and said the petitioners are not citizens of the Town of Black Mountain. Alderman Carlos Showers stated he feels the matter should come before the Board in a public hearing. The Town Clerk advised the petition that has been filed is incomplete. Attorney Sneed confirmed there is an incomplete survey and added the applicant did not indicate if they had any vested rights on the application. Vice Mayor Maggie Tuttle inquired of the reason for the petition and Alderman Larry B. Harris advised the petitioner is seeking liquor by the drink at his restaurant. Alderman Harris stated he finds this request unreasonable due to the distance to provide police protection in a practical manner. Alderman Harris also stated he feels it would be unfair to the Black Mountain restaurant owners to grant an annexation for alcohol sales for one business outside the corporate limits. Attorney Sneed stated a completed application and petition is necessary before the petitioner can seek a public hearing before the Board of Aldermen. Board members were in favor of a public hearing for transparency but acknowledged there was a significant cost to the petitioner to complete the application and petition with the consensus of the Board not being in favor of the request. Attorney Sneed will reach out to the petitioner to discuss his preference with moving forward. The petition to annex and application are attached to and made part of these minutes.

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There was no further discussion on the agenda.

Alderman Larry B. Harris moved to enter into closed session to consult with the town attorney, as permitted in NCGS § 143.318.11(a)(3) at 6:00 p.m.

The motion was unanimously approved by a vote of 4-0.

Alderman Larry B. Harris moved to return to open session at 6:25 p.m.

The motion was unanimously approved by a vote of 4-0.

There being no further discussion, on a motion by Carlos Showers with a vote of 4-0 Mayor Don Collins adjourned the meeting at 6:25 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor

ORDINANCE NO. #O-19-05

REVISED DRAFT

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

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

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

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

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

ARTICLE VIII - GRAFFITI

Sec. 20-371 – General.

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

(b) Definitions.

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

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

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

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

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

Sec. 20-372 – Graffiti prohibited.

(a) It shall be unlawful for any person to place graffiti upon the surface of any public or private property, real or personal.

(b) Any person who applies graffiti upon the surface of any public or private property is guilty of a misdemeanor and shall be subject to prosecution in accordance with G.S. 14-127, 14-127.1 and G.S. 14-160. In addition to criminal prosecution, such person shall be subject to the additional enforcement provisions set forth herein.

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

(d) It shall be unlawful for any property owner to permit property that is defaced with graffiti to remain defaced; such property owner shall be subject to the civil enforcement provisions herein.

(e) It is the specific intent of this article to regulate the placement of graffiti both as a criminal violation and civil violation, and to regulate the failure to remove graffiti as a civil violation only and not as a criminal violation. Nothing herein is intended to prevent, restrain or prohibit the criminal prosecution of graffiti perpetrators under the laws of the State of North Carolina.

Sec. 20-373 – Removal required.

(a) Immediate removal. It is the responsibility of the perpetrator to immediately remove any graffiti created or caused by the perpetrator, but if the perpetrator fails to remove such graffiti, it is the responsibility of the property owner to promptly remove graffiti from the property owner's property. The property owner should not wait for the town to send a notice to remove or notice of defacement, but shall take immediate and prompt action to remove the

graffiti when applied.

(b) Removal by property owner. It shall be unlawful for any property owner to fail to take the necessary steps to remove or effectively obscure any graffiti upon property they own within ten (10) days after receiving written notice from the town to remove such graffiti (“notice to remove” or “notice of defacement”). The property owner shall be deemed to have taken such necessary steps if the property owner has contracted with others to remove or obscure the graffiti and the party contracted with has provided a reasonable estimate of time when the work will be done. Notice to the property owner shall be served by personal delivery or by certified or registered mail, return receipt requested in conjunction with regular mail. If the regular mail is not returned as undeliverable within ten days, service shall be deemed sufficient. Additionally, service hereunder may be made in accordance with Rule 4 of the North Carolina Rules of Civil Procedure. The notice to remove shall provide:

- (1) The street address or other description of the property sufficient for property identification;
- (2) A description and general location of the graffiti;
- (3) A statement that the property is a public nuisance due to the existence of the graffiti;
- (4) Statement that the graffiti must be removed or effectively obscured within ten days after receiving notice to remove and that if the nuisance is not so abated within that time, the town may abate the public nuisance at the cost of the property owner as set forth herein;
- (5) Information identifying any graffiti removal assistance available through the town.

(c) Removal by town. If the town has provided notice to remove under subsection (b) above, and property owner fails and/or refuses to remove or effectively obscure graffiti upon the property owner’s property, the town, may, after compliance with the requirements contained herein below, go upon the private property and remove the graffiti at the expense of the property owner. The town shall not clean, paint or obscure or repair any property containing graffiti more extensively than where the graffiti itself is located. The town shall not be required to restore the area that contained graffiti, or any obscured area, to its original condition including conditions of color, texture, and finish. The cost of obtaining compliance with the requirements of this article shall be a lien in accordance with G.S. 160A-193. Provided however nothing herein shall require the town to remove graffiti from private property or from property designated as historic property under federal or state laws.

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

Prior to entering upon private property or property owned by a public entity other than the town for the purpose of graffiti removal, the town shall attempt to secure the consent of the property owner and release of the town from any and all claims arising out of the removal. If the property owner fails to remove the graffiti within the time specified in the notice to remove, or the town has requested consent to remove or paint over the graffiti and the property owner has refused consent and/or refused to grant the town a release of liability, the town may seek

remedies as set forth in G.S. 160A-175, including injunctive relief, an order of abatement or other relief in the appropriate court of law. Provided however, nothing herein shall prevent the town from summarily removing graffiti when there is an imminent threat to life or property.

Sec. 20-375 – Enforcement/remedies.

(a) Civil penalties – against perpetrator.

(1) In addition to the graffiti perpetrator being subject to criminal prosecution under the laws of the State of North Carolina, the perpetrator shall also be subject to the assessment of a civil penalty under this Article in the amount of \$200.00. In the event there is more than one violation, then the civil penalty shall be increased for each additional violation as set forth below:

- a. Second violation: \$250.00;
- b. Third violation: \$500.00;
- c. Fourth violation: \$750.00;
- d. Fifth and any subsequent violation within a 12-month period: \$1,000.00.

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

(b) Civil penalties – against property owner.

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

(d) Notice of violation.

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

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

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

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

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

CITY OF ASHEVILLE

AMENDED WHOLESALE WATER PURCHASE
AGREEMENT WITH THE TOWN OF BLACK
MOUNTAIN

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

WITNESSETH:

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

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

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

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

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

A. TERM

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

B. WATER QUANTITY COMMITMENT

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

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Agreement with Black Mountain

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

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Agreement with Black Mountain

C. COST OF SERVICE

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

D. DELIVERY POINTS

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

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

E. DUTIES OF THE CITY

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

F. DUTIES OF THE CUSTOMER

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

G. LIMITATIONS ON SERVICE

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

H. GENERAL PROVISIONS

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

Amended Wholesale Water Purchase
Agreement with Black Mountain

Date: _____ CITY OF ASHEVILLE

By: _____
Esther Manheimer, Mayor

WITNESS: _____
Magdalen Burleson, City Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

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

Notary Public

Typed or Printed Name of Notary

My Commission Expires:

Amended Wholesale Water Purchase
Agreement with Black Mountain

Date: _____

TOWN OF BLACK MOUNTAIN

By: _____
Don Collins, Mayor

WITNESS:

Angela Reece, Town Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

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

Notary Public

Typed or Printed Name of Notary

My Commission Expires:

2019 Pool Revisions

2018

2019

1. Season Passes- Family

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

\$20 for each extra individual \$100.00

\$150.00 resident

\$170.00 non-resident

(\$25 for each extra individual)

2. Individual-\$65.00

\$75.00 resident

\$ 95.00 non-resident

3. Multiple Entry Pass

(10 Visits)- \$25.00

\$25 resident

\$35 non-resident

4. Daily Admission- \$3.00

\$3.00 resident

\$4.00 non-resident

5. Employee Family Pass-Free

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

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

6. Employee Individual Pass-Free

\$30

7. Safety & Liability-

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

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



VOLUNTARY ANNEXATION PETITION FORM

To: The Town of Black Mountain Board of Aldermen

Date: 1/25/19

We, the undersigned, being all of the owners of the real property described herein, respectfully request that the area described herein be annexed to the Town of Black Mountain pursuant to the provisions of G.S. 160A-31.

The area to be annexed is ☐ contiguous ☐ non-contiguous to the existing Town Limits and the boundaries of such territory are as indicated on the attached map and description.

Parcel Identification Number(s): 9699 - 00 - 2846

Current County Zoning District: Buncombe

Town Zoning District designation requested: Black Mountain

Buncombe County property tax valuation: \$ 544,100

Do you declare vested rights*? ☐ yes ☐ no

*We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate "yes" and attach proof.)

Are you requesting water service from the Town of Black Mountain? ☐ yes ☒ no

Number of existing residential dwelling units: 0 Number of commercial units: 1

A legal description of the area, complete copy of the last deed of record for each parcel of property to be annexed, and copies of the draft annexation plat prepared by a registered land surveyor are attached. We have also provided the following for your additional information: Please feel free to attach any additional information you feel may help the Board of Aldermen in determining the appropriateness of annexing this parcel into the Town of Black Mountain.

Property Owner(s): Address: Signature: Date:

All property owners must sign this petition including husband and wife if jointly owned. Add other sheets as needed.

204 Whitson Ave
Swannanoa NC, 28778

Brandon Ellison



TOWN OF BLACK MOUNTAIN

VOLUNTARY ANNEXATION SUBMITTAL REQUIREMENTS

Only complete submittals will be processed. The following items are required to be submitted to the Planning and Development Department in order for your application to be deemed complete:

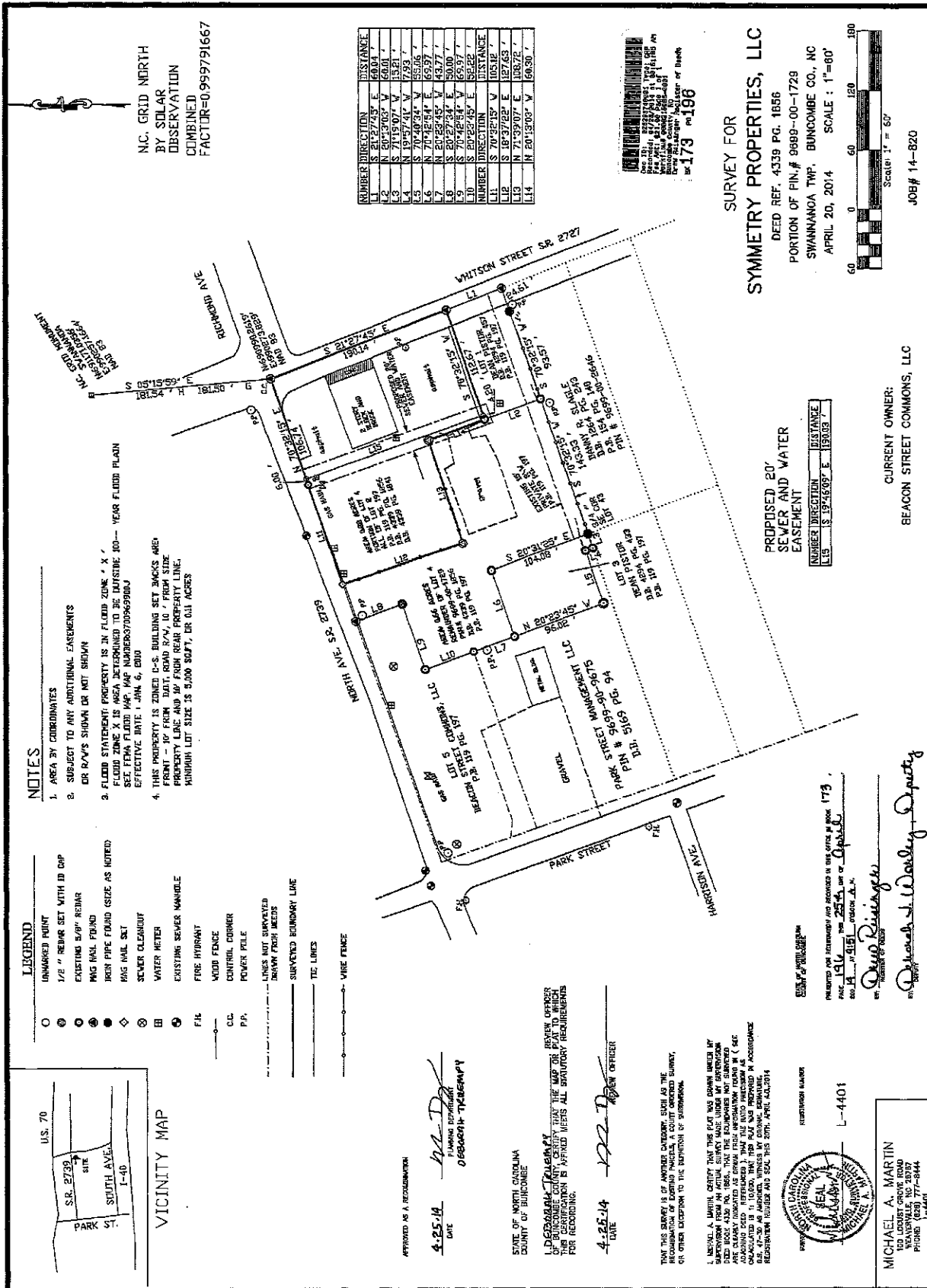
- ☐ Original Petition Form Signed by ALL Owners of the property
- ☐ Legal Description of the area to be annexed in both hard and digital (Word) format
- ☐ A complete copy of the last deed of record for each parcel of property to be annexed
- ☐ 3 paper copies of the draft annexation plat prepared by a registered land surveyor including the following information:

- Title block:
Annexation File #: _____
- Vicinity map showing location of property in relation to the primary corporate town limits (indicate where corporate limits are adjacent to the property or the location of the closest point of the primary Town Limits)
- Surveyor's certificate
- The following review officer's certificate:
Review Officer's Certificate
State of North Carolina
Buncombe County
I, _____, Review Officer of Buncombe County, certify that the plat or map to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

After the draft annexation plat is approved by Town staff, one (1) mylar and two (2) paper copies of the Annexation Plat as well as ten 11x17 paper copies will be required to be submitted prior to the Public Hearing and official action by the Board of Aldermen.





Doc ID: 026599680004 Type: CRP
 Recorded: 07/30/2014 at 01:41:42 PM
 Fee Amt: \$1,326.00 Page 1 of 4
 Revenue Tax: \$1,300.00
 Workflow# 0000229733-0002
 Buncombe County, NC
 Drew Reisinger Register of Deeds

BK 5229 PG 1806-1809

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1300.00

Tax Parcel Identification Number (PIN): 9699-00-2846; portion of 9699-00-1729

Mail after recording to: Goosmann Rose Colvard & Cramer, PA (Box 81)

This instrument is prepared by Zeno B. Lancaster, a licensed North Carolina Attorney.

Delinquent taxes, if any, are to be paid by the closing attorney to the County Tax Collector upon disbursement of the closing proceeds.

14-0828 emc/cm

THIS DEED made this the 29 day of July, 2014, by and between

GRANTOR	GRANTEE
BEACON STREET MUSIC HALL, LLC, a North Carolina limited liability company; and BEACON STREET COMMONS, LLC, a North Carolina limited liability company. Address: 1 Page Avenue, Suite 109 Asheville, NC 28801	SYMMETRY PROPERTIES, LLC, a North Carolina limited liability company. Address: 204 Whitson Ave, Suite 2 B Swannanoa, NC 28778 Attn: Mr. Brendan Hoyer

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Buncombe County, North Carolina, and more particularly described as follows:

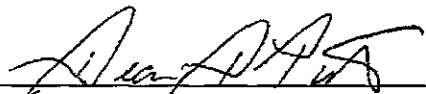
SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: Subject to easements, restrictions and rights of way of record

The property conveyed herein ____ Is X Is not the grantor's primary residence.

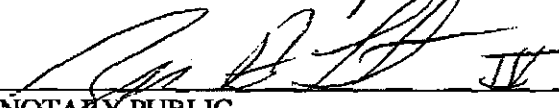
IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer(s) by authority of its Board of Directors, the day and year first above written.

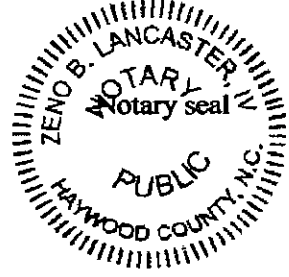
BEACON STREET MUSIC HALL, LLC

By:  (SEAL)
Dean D. Pistor, Member-manager

NORTH CAROLINA, BUNCOMBE County.

I, a Notary Public of the County and State aforesaid, certify that Dean D. Pistor personally appeared before me this day and acknowledged that he is the member-manager of BEACON STREET MUSIC HALL, LLC and that he executed the foregoing instrument as said member-manager of said LLC and in behalf of said LLC. Witness my hand and official stamp or seal, this the 29 day of July, 2014.


NOTARY PUBLIC
My commission expires: 5/30/18



BEACON STREET COMMONS, LLC

By:  (SEAL)

Dean D. Pistor, Member-manager

NORTH CAROLINA, BUNCOMBE County.

I, a Notary Public of the County and State aforesaid, certify that Dean D. Pistor personally appeared before me this day and acknowledged that he is the member-manager of BEACON STREET COMMONS, LLC and that he executed the foregoing instrument as said member-manager of said LLC and in behalf of said LLC. Witness my hand and official stamp or seal, this the 27 day of July, 2014.



NOTARY PUBLIC

My commission expires: 5/30/18

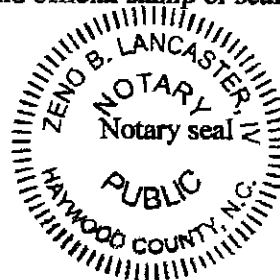


EXHIBIT A

Being all of that 0.82-acre parcel, more or less, as shown as "Portion of Lot 4 All of Lot 2" on that plat recorded in Plat Book 173 at Page 196 of the Buncombe County, NC Register's Office; reference to which Plat is hereby made for a more particular description of said Property.

The above-described property is a portion of that property conveyed in those deeds recorded in Record Book 4339 at Page 1841 and Record Book 4339 at Page 1856 of the Buncombe County, NC Register's Office.

14-0828



TOWN OF BLACK MOUNTAIN

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

Date: **February 11, 2019**

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

Regular Session Minutes

*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.*

P Conserve resources; print only when necessary.

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

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

1. CALL TO ORDER

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

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

The following staff members were present:

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

Mayor Don Collins welcomed everyone and led the Pledge of Allegiance. Pastor Brent Bolick of Mountain View Church gave the invocation.

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

Mayor Collins did not have any announcements.

2. PROCLAMATION AND AWARD RECOGNITION

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

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

3. CITIZEN COMMENTS

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

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

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

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

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

5. CONSENT AGENDA

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

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

- A. Adoption of Minutes

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

Black Mountain Board of Aldermen
Regular Session Minutes – February 11, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion: *To approve as presented.*

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

Black Mountain Board of Aldermen
Regular Session Minutes – February 11, 2019

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

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

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

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

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

6. CITIZEN COMMENTS

*The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. Comments by any one **speaker shall be limited to three (3) minutes.***

*If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

There were no citizen comments.

7. UNFINISHED BUSINESS

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

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

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

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

Black Mountain Board of Aldermen
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B. Continued from 1-14-19 Regular Meeting

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

#O-19-04

Vice Mayor Maggie Tuttle moved to reconvene the public hearing on Ordinance #O-19-04 for text amendments to right-of-way closures.

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

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

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

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

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

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

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

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

8. NEW BUSINESS

A. Acceptance of Public Art Proposal

#R-19-04

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

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

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

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

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

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

Recreation director Joshua Henderson presented recommended rate increases to the 2019 Black Mountain Pool fee schedule stating no increases have been made since 2015. Director Henderson stated staff recommends rate increases to remain competitive with similar municipal pool rates. Director Henderson stated the recommended rate increases for daily and seasonal pool use will assist in offsetting pool costs. Director Henderson stated in order to create and maintain a safer environment for all pool users, staff recommends amending the current pool policy for age of patrons without adult supervision to age 13.

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

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

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

Black Mountain Board of Aldermen
Regular Session Minutes – February 11, 2019

9. PUBLIC HEARING -NONE

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

10. COMMUNICATION FROM STAFF

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

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

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

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

12. ADJOURNMENT

There being no further business, on a motion made by Alderman Carlos Showers and with a vote of 5-0, Mayor Don Collins adjourned the meeting at 7:30 p.m.

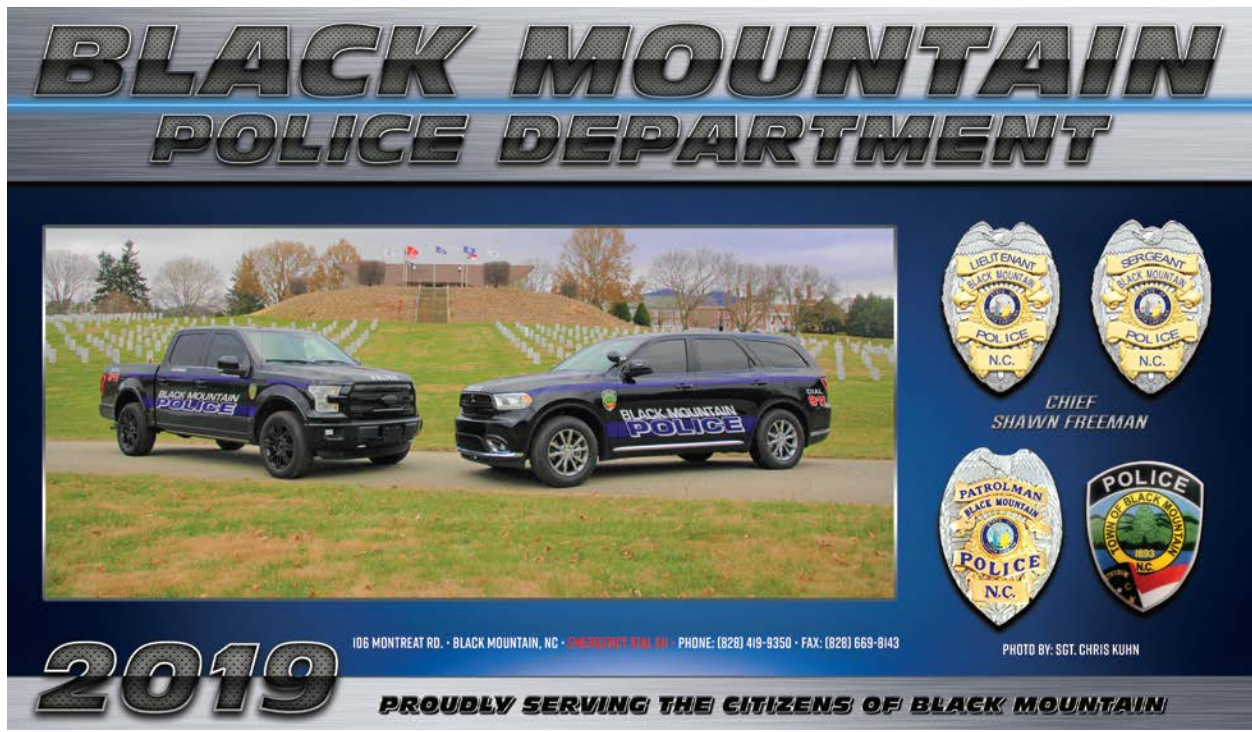
ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor

2018 Black Mountain Police

Annual Report



Presented by Shawn Freeman, Chief of Police

Overview

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

We will discuss the following:

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

Call Volumes

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

Incident Reports

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

Arrest

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

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

State Citations

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

Vehicle Accidents

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

Impact on Narcotics

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

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

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

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

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

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

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

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

2018 Completed Projects

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

Body Cameras

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

K-9 Replacement

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

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

Special Response Team

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

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

The team's statistics to date are as follows:

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

Radio Upgrades

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

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

The project was essentially broken down into three phases.

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

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

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

New Vehicle Decals

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

Grants

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

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

Upcoming Grants

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

Community Initiatives

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

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

Community Outreach

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

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

Thanksgiving and Christmas

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

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

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

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

Conclusion

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

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

PROPOSED AGREEMENT IN PACKET

CITY OF ASHEVILLE

AMENDED WHOLESALE WATER PURCHASE
AGREEMENT WITH THE TOWN OF BLACK
MOUNTAIN

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

WITNESSETH:

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

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

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

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

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

A. TERM

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

B. WATER QUANTITY COMMITMENT

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

C. COST OF SERVICE

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

D. DELIVERY POINTS

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

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

E. DUTIES OF THE CITY

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

F. DUTIES OF THE CUSTOMER

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

G. LIMITATIONS ON SERVICE

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

H. GENERAL PROVISIONS

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

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Agreement with Black Mountain

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

FINAL VERSION WITH AMENDMENTS TO BE SIGNED

CITY OF ASHEVILLE

AMENDED WHOLESALE WATER PURCHASE
AGREEMENT WITH THE TOWN OF BLACK
MOUNTAIN

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

WITNESSETH:

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

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

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

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

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

A. TERM

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

Amended Wholesale Water Purchase
Agreement with Black Mountain

B. WATER QUANTITY COMMITMENT

2. The City has committed to deliver treated water to Black Mountain from the City's water system not to exceed 200,000 gallons per day, which commitment is presently being honored.

3. The City is committed to deliver 300,000 gallons per day beginning June 1, 2020, or immediately after the Town has used 300,000 gallons per day for three consecutive months, whichever should first occur. The Town, by giving notice to the City no later than May 1, 2020, postpone the effective date of this increase up to six months if the opening of the Avadim facility and the transfer of the first 300 water customers to Black Mountain is delayed. Payment for such committed amount of water shall begin on the effective date.

4. The City is committed to deliver 400,000 gallons per day beginning June 1, 2021, or immediately after the Town has used 400,000 gallons per day for three consecutive months, whichever should first occur. The Town, by giving notice to the City no later than May 1, 2021, postpone the effective date of this increase up to six months if the transfer of the second 300 water customers to Black Mountain is delayed. Payment for such committed amount of water shall begin on the effective date.

5. Except as limited by other conditions of this Agreement, Black Mountain may purchase from the City treated water in daily quantities up to the commitment provided by this Agreement. Black Mountain may purchase quantities above the commitment for peak demands or emergency use only if the City can provide the additional quantity-without affecting the City's commitment to its other customers regarding quantity, pressure, or quality, as determined in the sole discretion of the City.

5. The capacity commitment of this Agreement is an essential condition of this Agreement. Notwithstanding any single allowance by the City for additional supply under Section B.2 of this Agreement, the City is never obligated to supply future water to Black Mountain for any reason in excess of the capacity committed In Sections B.1., B.2., or B.3., whichever is applicable at that time.

6. Black Mountain may renegotiate the fixed volume amount upward with City anytime during any renewal term of this Agreement upon a thirty (30) day written notice to the Director who shall negotiate in good faith within thirty (30) days of receiving the request for a new fixed volume monthly amount.

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

including prolonged emergency conditions such as waterline breaks or well pump failures, or as a result of drought conditions, the only manner in which the City may commit such additional supply is through a written amendment of this Agreement to increase the capacity committed under Section B.1, B.2 or B.3 and a corresponding increase in the monthly fixed fee as stated in Section C.1 or as outlined in B.8.

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

C. COST OF SERVICE

3. Black Mountain shall pay to the City a fixed fee each month based on the committed capacity stated or as amended pursuant to Section B of this Agreement, and shall also pay to the City a water volume charge based on the actual metered water flow from the City to Black Mountain. Both the monthly fixed fee and the water volume charge shall be established by the City by resolution for wholesale customers and are subject to change. Black Mountain will not be responsible for payment of any water Inadvertently sent through the meters at the designated delivery points by the City due to excessive pressure or release of excessive water into the system. The City would notify Black Mountain before any such releases and obtain before and after meter readings to ensure accurate billing.

4. The City shall bill Black Mountain monthly. Should Black Mountain fail to pay its water bill on time as outlined in the City's Water Policies, and further fail to pay after fifteen (15) days written notice of delinquency, Black Mountain shall be responsible for all fees and charges regarCng delinquent accounts as set forth in the City's Water Policies. If Black Mountain fails to pay its water bill in ninety (90) days after receipt of the notice of delinquency, the City may terminate service and this Agreement.

5. The City shall read Black Mountain's meters at least monthly and shall compute the average use using the combined meter readings for all meters serving Black Mountain, divided by the number of days since the last reading.

D. DELIVERY POINTS

3. The City recognizes Black Mountain as a customer of the City and agrees to provide Black Mountain with water at the following existing metered points, unless a change is otherwise agreed in writing by the Director: US Highway 70 and 1136 Oconeechee Street.

4. These points of connection shall be under the ownership and control of the City. The City shall have the right to test the meters at these points for accuracy, calibrate, repair or replace meters or modify the metering assembly as established by AWWA Standards.

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

6. The City may at any time propose improvements to the water system (such as a new booster pump or a pressure reducing valve), which increases or decreases the consistent pressure provided subject to the minimum pressure specified above, and must give Black Mountain the same notice as retail customers, in accordance with Water Department Policies, before implementing such system improvements.

Amended Wholesale Water Purchase
Agreement with Black Mountain

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

E. DUTIES OF THE CITY

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

5.

F. DUTIES OF THE CUSTOMER

4. Black Mountain shall install and maintain, at its sole expense, all necessary backflow devices as required by the City in the adopted Water Policies, as amended. The City reserves the right to inspect and to require Black Mountain to test, repair and replace these backflow devices as required with such replacements and/or repairs being charged to and paid by Black Mountain.

5. Black Mountain shall be held liable for any detrimental backflow occurrence into the City's water system and Black Mountain shall indemnify the City for all costs associated with a backflow occurrence.

G. LIMITATIONS ON SERVICE

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

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

6. In the event of an emergency, the City's commitment stated in B.1 of this Agreement is not applicable. In the event a reduction in the supply of water is necessary; the City

Amended Wholesale Water Purchase Agreement with Black Mountain

agrees that Black Mountain shall not be treated differently from other similar municipal wholesale customers nor shall its supply of water be denied or reduced except for good reason. In no event, however, shall the City be held liable for said reduction or termination of service to Black Mountain.

H. GENERAL PROVISIONS

4. Any changes in applicable Federal or State laws or regulations requiring more restrictive changes in the operation of the Black Mountain water system shall automatically become a part of this Agreement, and the City shall notify Black Mountain within a reasonable length of time of any such changes. Black Mountain agrees to conform thereto.

2. The City hereby acknowledges that Black Mountain is purchasing this water for resale to its customers. The City implies no warranty or responsibility for water quality or quantity beyond Black Mountain's metered connections listed previously.

3. Black Mountain shall provide the City a minimum advance written notice of thirty (30) days prior to activating any new water supply source or new purchased water source.

4. Black Mountain shall adopt and/or maintain a water use restrictions policy at least as stringent as that policy adopted by the City for such purpose. In the event the City declares a Phase I, or III drought alert and mandatory restrictions, Black Mountain shall declare at least the same level of restrictions to its customers and enforce same.

5. Black Mountain shall indemnify and hold harmless the City, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of Black Mountain, its employees, or agents in connection with this Agreement. The City shall indemnify and hold harmless Black Mountain, its officers, employees and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of the City, its employees or agents in connection with this Agreement.

6. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.

7. This Agreement shall not be construed as a purchase of capacity in the water treatment works owned and operated by the City nor shall this Agreement be deemed to be a dedication of capacity within such water works solely to or for the benefit of Black Mountain nor shall Black Mountain be expected to pay any portion of the operation and maintenance costs of the City's treatment works and/or distribution system other than the payment of the purchase

Amended Wholesale Water Purchase
Agreement with Black Mountain

price of the water supplied under this Agreement.

8. This Agreement is between the City and Black Mountain and shall not be construed as creating a contractual relationship between the City and any particular customer of Black Mountain nor shall any customer of Black Mountain have any right or cause of action directly against the City because of this Agreement.

9. This Agreement contains the entire agreement between the parties; and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.

10. This Agreement shall be construed in accordance with the laws of North Carolina.

11. For purposes of providing notice in this agreement, the following contact persons and addresses shall control unless changed in writing:

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

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

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

[SIGNATURE PAGES FOLLOW]

Amended Wholesale Water Purchase
Agreement with Black Mountain

Date: _____ CITY OF ASHEVILLE

By: _____
Esther Manheimer, Mayor

WITNESS: _____
Magdalen Burleson, City Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

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

Notary Public

Typed or Printed Name of Notary

My Commission Expires:

Amended Wholesale Water Purchase
Agreement with Black Mountain

Date: _____

TOWN OF BLACK MOUNTAIN

By: _____
Don Collins, Mayor

WITNESS:

Angela Reece, Town Clerk

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

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

Notary Public

Typed or Printed Name of Notary

My Commission Expires:

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

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

FINAL DRAFT

ORDINANCE NO. #O-19-05

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

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

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

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

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

ARTICLE VIII - GRAFFITI

Sec. 20-371 – General.

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

(b) Definitions.

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

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

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

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

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

Sec. 20-372 – Graffiti prohibited.

(a) It shall be unlawful for any person to place graffiti upon the surface of any public or private property, real or personal.

(b) Any person who applies graffiti upon the surface of any public or private property is guilty of a misdemeanor and shall be subject to prosecution in accordance with G.S. 14-127, 14-127.1 and G.S. 14-160. In addition to criminal prosecution, such person shall be subject to the additional enforcement provisions set forth herein.

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

(d) It shall be unlawful for any property owner to permit property that is defaced with graffiti to remain defaced; such property owner shall be subject to the civil enforcement provisions herein.

(e) It is the specific intent of this article to regulate the placement of graffiti both as a criminal violation and civil violation, and to regulate the failure to remove graffiti as a civil violation only and not as a criminal violation. Nothing herein is intended to prevent, restrain or prohibit the criminal prosecution of graffiti perpetrators under the laws of the State of North Carolina.

Sec. 20-373 – Removal required.

(a) Immediate removal. It is the responsibility of the perpetrator to immediately remove any graffiti created or caused by the perpetrator, but if the perpetrator fails to remove such graffiti, it is the responsibility of the property owner to promptly remove graffiti from the property owner's property. The property owner should not wait for the town to send a notice to remove or notice of defacement, but shall take immediate and prompt action to remove the

graffiti when applied.

(b) Removal by property owner. It shall be unlawful for any property owner to fail to take the necessary steps to remove or effectively obscure any graffiti upon property they own within ten (10) days after receiving written notice from the town to remove such graffiti (“notice to remove” or “notice of defacement”). The property owner shall be deemed to have taken such necessary steps if the property owner has contracted with others to remove or obscure the graffiti and the party contracted with has provided a reasonable estimate of time when the work will be done. Notice to the property owner shall be served by personal delivery or by certified or registered mail, return receipt requested in conjunction with regular mail. If the regular mail is not returned as undeliverable within ten days, service shall be deemed sufficient. Additionally, service hereunder may be made in accordance with Rule 4 of the North Carolina Rules of Civil Procedure. The notice to remove shall provide:

- (1) The street address or other description of the property sufficient for property identification;
- (2) A description and general location of the graffiti;
- (3) A statement that the property is a public nuisance due to the existence of the graffiti;
- (4) Statement that the graffiti must be removed or effectively obscured within ten days after receiving notice to remove and that if the nuisance is not so abated within that time, the town may abate the public nuisance at the cost of the property owner as set forth herein;
- (5) Information identifying any graffiti removal assistance available through the town.

(c) Removal by town. If the town has provided notice to remove under subsection (b) above, and property owner fails and/or refuses to remove or effectively obscure graffiti upon the property owner’s property, the town, may, after compliance with the requirements contained herein below, go upon the private property and remove the graffiti at the expense of the property owner. The town shall not clean, paint or obscure or repair any property containing graffiti more extensively than where the graffiti itself is located. The town shall not be required to restore the area that contained graffiti, or any obscured area, to its original condition including conditions of color, texture, and finish. The cost of obtaining compliance with the requirements of this article shall be a lien in accordance with G.S. 160A-193. Provided however nothing herein shall require the town to remove graffiti from private property or from property designated as historic property under federal or state laws.

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

Prior to entering upon private property or property owned by a public entity other than the town for the purpose of graffiti removal, the town shall attempt to secure the consent of the property owner and release of the town from any and all claims arising out of the removal. If the property owner fails to remove the graffiti within the time specified in the notice to remove, or the town has requested consent to remove or paint over the graffiti and the property owner has refused consent and/or refused to grant the town a release of liability, the town may seek

remedies as set forth in G.S. 160A-175, including injunctive relief, an order of abatement or other relief in the appropriate court of law. Provided however, nothing herein shall prevent the town from summarily removing graffiti when there is an imminent threat to life or property.

Sec. 20-375 – Enforcement/remedies.

(a) Civil penalties – against perpetrator.

(1) In addition to the graffiti perpetrator being subject to criminal prosecution under the laws of the State of North Carolina, the perpetrator shall also be subject to the assessment of a civil penalty under this Article in the amount of \$200.00. In the event there is more than one violation, then the civil penalty shall be increased for each additional violation as set forth below:

- a. Second violation: \$250.00;
- b. Third violation: \$500.00;
- c. Fourth violation: \$750.00;
- d. Fifth and any subsequent violation within a 12-month period: \$1,000.00.

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

(b) Civil penalties – against property owner.

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

(c) Trust Fund.

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

(d) Notice of violation.

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

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

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

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

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

2019 Pool Revisions

2018

Current

1. Season Passes- Family

(members of family in same household up to five persons)\$20 for each extra individual \$100.00

2. Individual-\$65.00

3. Multiple Entry Pass

(10 Visits)- \$25.00

4. Daily Admission- \$3.00

5. **FT** Employee Family Pass-Free

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

6. **FT** Employee Individual Pass-Free

7. Pool Rental

\$160 resident

\$220 non- resident

\$20 extra lifeguard (21-40 attendees)

8. Safety & Liability-

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

2019

Proposed

\$150.00 resident

\$170.00 non-resident

(\$25 for each extra individual)

\$75.00 resident

\$ 95.00 non-resident

\$25 resident

\$35 non-resident

\$3.00 resident

\$4.00 non-resident

\$30 (\$10 for each extra individual)

Full time employees only

\$20

Full time employees only

\$185 resident

\$245 non resident

\$25

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

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711



BoA Regular Session
November 19, 2018
Agenda Item 7C

RESOLUTION #R-18-24

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

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

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

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

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

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

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

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

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

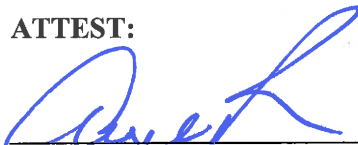
Three Aldermen shall be elected every four (4) years beginning in 2020, and the Mayor and two Aldermen shall be elected every four (4) years beginning in 2022, consistent with an amendment to the Town Charter requested and approved by the Town of Black Mountain Board of Aldermen on November 19, 2018,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

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

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


Don Collins, Mayor

ATTEST:


Angela Reece, Town Clerk


Josh Harrold, Town Manager

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2019

S

D

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

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

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

Sponsors: Senator Edwards (Primary Sponsor).

Referred to:

A BILL TO BE ENTITLED

AN ACT TO PROVIDE THAT REGULAR MUNICIPAL ELECTIONS IN THE TOWN OF
BLACK MOUNTAIN SHALL BE HELD IN EVEN-NUMBERED YEARS.

The General Assembly of North Carolina enacts:

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

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

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

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

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

1 2017 are extended until 2022. Regular municipal elections shall be conducted in the Town of
2 Black Mountain in 2020.

3 **SECTION 3.** This act is effective when it becomes law and applies to elections held
4 on or after that date.



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL MEETING MINUTES
Blue Ridge Rd. Small Area Plan – Wetherill Engineering
February 21, 2019

Joint/Planning Board

THE BLACK MOUNTAIN BOARD OF ALDERMEN, held a special called meeting on Thursday February 21, 2019 at 6:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting was for the Board of Aldermen and Planning Board to view a presentation given by Wetherill Engineering and to discuss the Blue Ridge Road Small Area Plan project.

1. CALL TO ORDER

Mayor Collins called the special meeting to order at 6:03 p.m. with the following members present:

Board of Aldermen

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Carlos Showers – absent
Alderman Ryan Stone – absent
Alderman Tim Raines

Planning Board

Peter Vazquez
Lee Scott Reed
Mike Raines
Lisa Milton
Jennifer Willet
Pam Norton
Jesse Gardner - absent

The following staff members were present:

Josh Harrold, Town Manager
Angela Reece, Town Clerk
Ron Sneed, Town Attorney
Jessica Trotman, Planning Director
Jennifer Tipton, Zoning Administrator

Presenters:

Drew Draper, Transportation Planning Manager- Wetherill Engineering
Richard Smith, Community and Economic Development Director - McGill Associates

Mayor Don Collins opened the meeting. Drew Draper, Transportation Planning Manager, Wetherill Engineering presented a project information sheet and short presentation to both boards which is made part of and included in these minutes.

In his presentation Mr. Draper discussed the project information sheet and clarified this plan is not part of the NCDOT I40 Interchange Study but said it will be useful to inform the I40 study. Mr. Draper stated the plan looks at useful tools for managing growth resulting from the interchange. Mr. Draper stated the plan is useful in determining planning strategies for land use

Black Mountain Board of Aldermen
Special Call Meeting Minutes – February 21, 2019

and transportation in the Blue Ridge Road corridor. “A small area plan will provide a future vision and guidance for how Blue Ridge Road should change and grow in the future.”

Mr. Draper stated the timeframe for completion of this plan would be a four to five month process completing in summer 2019. Board members discussed the nature of the plan being informative for future land use decisions but clarified it is not a regulatory process. Richard Smith, Community and Economic Development Director with McGill Associates confirmed the small area plan is not a rezoning and stated gaining input from stakeholders is valuable before the interchange is completed.

Mr. Draper discussed projected traffic counts in the Blue Ridge Road area, presenting traffic counts through the year 2020. Board members discussed the statistics and gave direction to the consultants regarding presentation of this data to the public and their preferences for clarification to the timeframe. Board members conceded their preferences were to be very clear about the data and how many years in the future it represents to the public.

Alderman Larry B. Harris and Mayor Don Collins as well as members of the Planning Board discussed the proposed Blue Ridge Road modernization project and how it relates to this plan with regard to sidewalks and turn lanes. Members of the planning board discussed safety concerns in specific areas along Blue Ridge Road stating turning lanes would be a benefit. Mr. Draper stated the data did not support widening the road to a four lane. Alderman Larry B. Harris stated he wanted to make sure the public understood there was no request, plan, or funding to widen Blue Ridge Road to a four lane highway regardless of any data being submitted for future traffic counts and said he is adamant about respecting property owner’s wishes along the corridor.

Board of Aldermen members gave suggestions to the engineers of how to better present the data to the public without causing a panic with regards to a four lane highway and future traffic count numbers and discussed locations to hold the public input meeting that would be convenient for the Blue Ridge Road area residents to attend. Mr. Smith stated the small area plan is a useful tool for area residents to give their input on what they would like future development in this corridor to look like, whether it is remaining a residential area or allowing other types of uses. Mr. Smith also stated the plan could be used as a tool to create conditional zoning requirements on the many restaurants and shops that could move into the area as a result of the interchange.

The Board of Aldermen extended their thanks and appreciation to the citizens who attended the meeting and to staff for facilitating the discussion.

Black Mountain Board of Aldermen
Special Call Meeting Minutes – February 21, 2019

There being no further business, on a motion made by Alderman Larry B. Harris and with a vote of 4-0, Vice Mayor Maggie Tuttle adjourned the meeting at 2:35 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor



BLUE RIDGE ROAD SMALL AREA PLAN KEY WORDS AND PHRASES

Below you will find some key words and phrases that will be used during the Blue Ridge Small Area Plan process. The thematic logo above provides key themes that stress the need to prepare for change but also respect identity.

Thematic logo phrases:

- Respect what exists
- Plan for changing conditions
- Protect scenic nature
- Grow tourism
- Value sense of place

Key words and phrases:

- **Growth management:** specific regulatory policies aimed at influencing how growth occurs, mainly within a locality. Seeks to accommodate growth rationally, not to prevent or limit it.
- **Compact form:** using the least amount of land for development and supporting infrastructure that is reasonable under the circumstances. Promotes high residential density with mixed land uses.
- **Street walls:** the front façade of a building where it is built on or close to the street boundary. Helps define the public realm.
- **Transit oriented development:** a type of development that maximizes the amount of residential, business and leisure space within walking distance of public transport.
- **Streetscape:** the visual elements of a street, including the road, adjoining buildings, sidewalks, street furniture, trees and open space, etc. that combine to form the street's character.
- **Active transportation** (or alternative transportation): carsharing, public transportation, bike commuting.
- **Context sensitive solutions:** transportation decision-making and design that takes into consideration the communities and lands through which streets, roads and highways pass.
- **Complete Streets:** streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities.
- Connected system
- **Roadway capacity:** the maximum traffic flow obtainable on a given roadway using all available lanes.
- **AADT (annual average daily traffic):** total volume of vehicle traffic of a highway or road for a year divided by 365 days.
- **Long range plan:** a set of goals (usually five to ten years) that outlines the path for the future. It is important to note that this project does not have a specific timeline.

- **Conditional zoning:** a zoning in which the governmental body allows a change in zoning activities subject to certain conditions that are designed to protect adjacent land. The combination of uses is something that is informed by the community and goes through both the Planning Board and the Board of Aldermen.
- **Overlay:** a special zoning district placed over an existing base zoning district which identifies special provisions in addition to those in the underlying base zoning district.
- **Boulevard design:** buffers the commercial or residential street edge from a high-speed thruway by means of multi-way operations and frontage roads.
- **Mixed-use:** pedestrian-friendly development that blends two or more residential, commercial, cultural, institutional, and/or industrial uses. The combination of uses is something that is informed by the community and goes through both the Planning Board and the Board of Aldermen.
- **Community visioning** (as a part of the process)
- **Civic engagement:** a necessary tool to promote and encourage community buy-in; we anticipate this one to be robust given the cross coordination with the NCDOT interchange meetings and the nature of the jurisdiction/constituents as a whole.
- Creating a **shared (community owned) vision:** a goal of the Small Area Plan
- **Sense of place**
- The Small Area Plan will stand as a **roadmap** to guide change as further opportunities for the interchange area occur.
- Create **people (user)-friendly space**
- **Create safe space** (roundabouts and traffic flow; pedestrian and biking possibilities)
- **Identity:** interchange and Blue Ridge Road area should reflect who Black Mountain is/wants to be
- **Stakeholders:** involve those that have an interest and desire for the area to flourish

Below you will find a link to a training module on conditional zoning offered through the UNC School of Government. The module will give you more information regarding conditional zoning.

<https://sog.adobeconnect.com/landuse-mod14>

Reminder that there will be a joint meeting between the Board of Aldermen and the Planning Board on Thursday, February 21, 2019 at 6:00 p.m. in the Board of Town Hall. Weatherill Engineering will be delivering a presentation regarding the Blue Ridge Road Small Area Plan.

Project Information Sheet

Blue Ridge Road Small Area Plan



Black Mountain, NC

Project Background

The new I-40 interchange will provide all traffic, particularly truck traffic, with alternative access to the interstate and encourage more commercial and industrial activity in the western portions of Black Mountain and along Blue Ridge Road. As such, the Town will be exploring independent land use and transportation opportunities along Blue Ridge Road in order to maximize the potential for this future growth area.

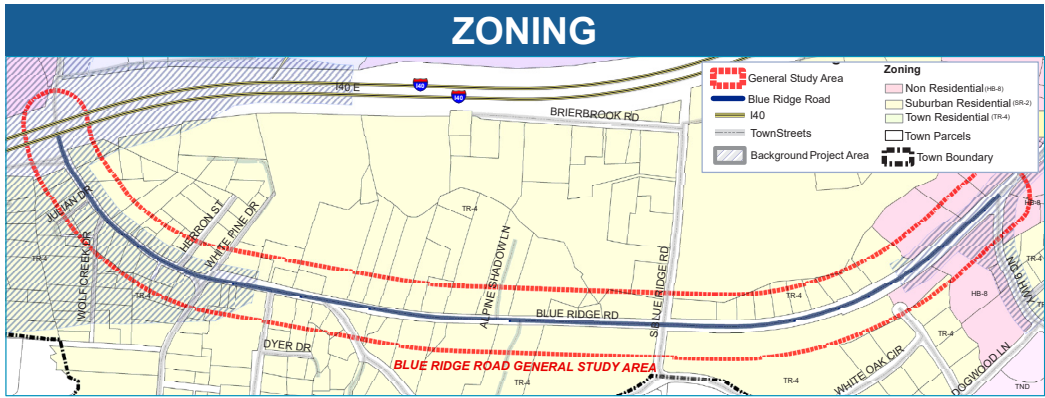
Attachments to 2/22/19 BoA & Planning Board Special Call Meeting Minutes

What is a Small Area Plan?

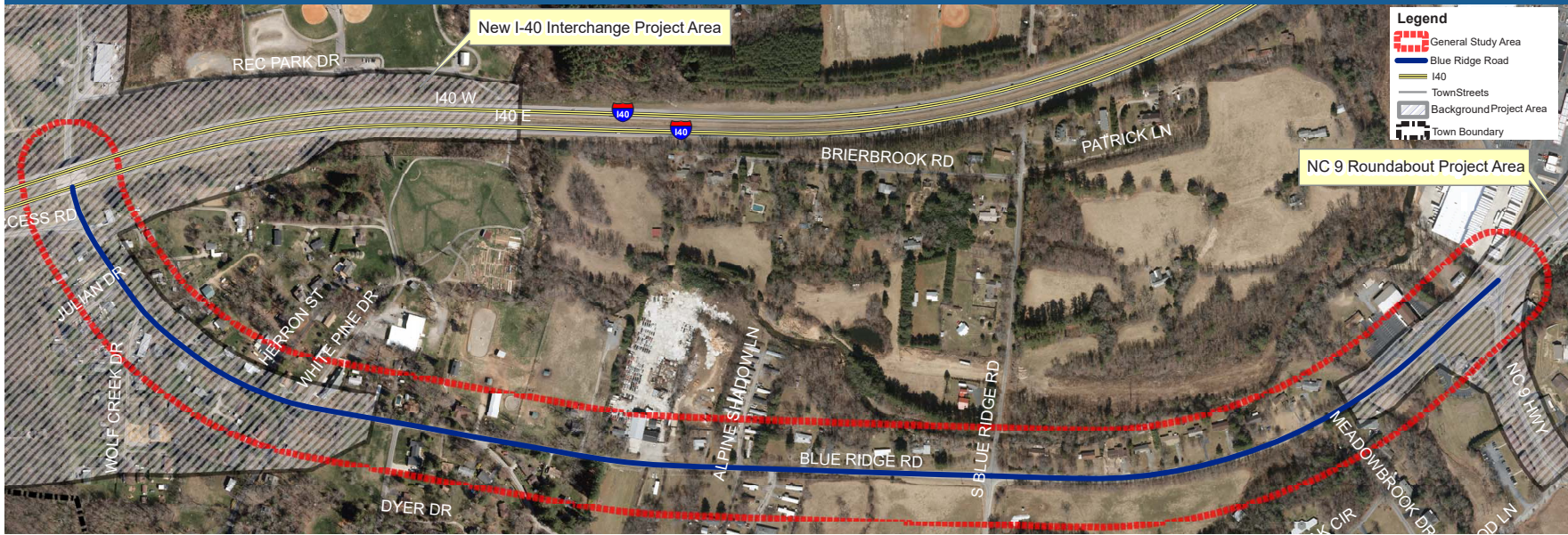
A small area plan is a detailed, long-range land-use and transportation plan that is focused on a particular size limited area – in this case Blue Ridge Road from I-40, east to NC 9. Small area plans guide future land-use expectations and decisions by providing a collaborative process for citizens to express their views on changes impacting the community.

Why is it Important?

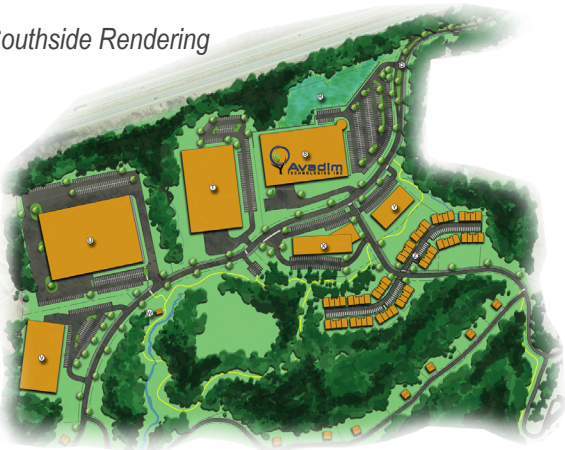
In the absence of a plan, undesirable development may occur. A small area plan will provide a **future vision and guidance** for how Blue Ridge Road should change and grow in the future. It will identify land use, transportation, and development strategies responsive to changes in conditions associated with the new interchange.



STUDY AREA



Southside Rendering



The Black Mountain Commerce Park is located at the new I-40 interchange. The anticipated growth activity at the Commerce Park coupled with the new interchange will further increase the attractiveness of western Black Mountain and Blue Ridge Road.

Northside Rendering



What this Small Area Plan is not.

This small area plan is not a “canned” study and will be uniquely customized through feedback from the Town. Furthermore, it is not formally part of the new I-40 interchange project; therefore, provides an independent and fresh look at reshaping Blue Ridge Road. Finally, this plan is not a traditional rezoning effort but will offer guidance and suggestions as changes occur along Blue Ridge Road.

How will the Plan’s Vision be Achieved?

The overall plan will be informational; however, detailed enough to provide a blueprint the Town can follow and implement. The plan will clearly define land use and transportation “drivers” and then lay out steps to follow in order to achieve the vision, building on the current regulatory land use and zoning framework. The plan will outline options including mixed use zoning strategies, transportation funding opportunities, and growth management practices, among others, aligned to the vision.



Blue Ridge Road





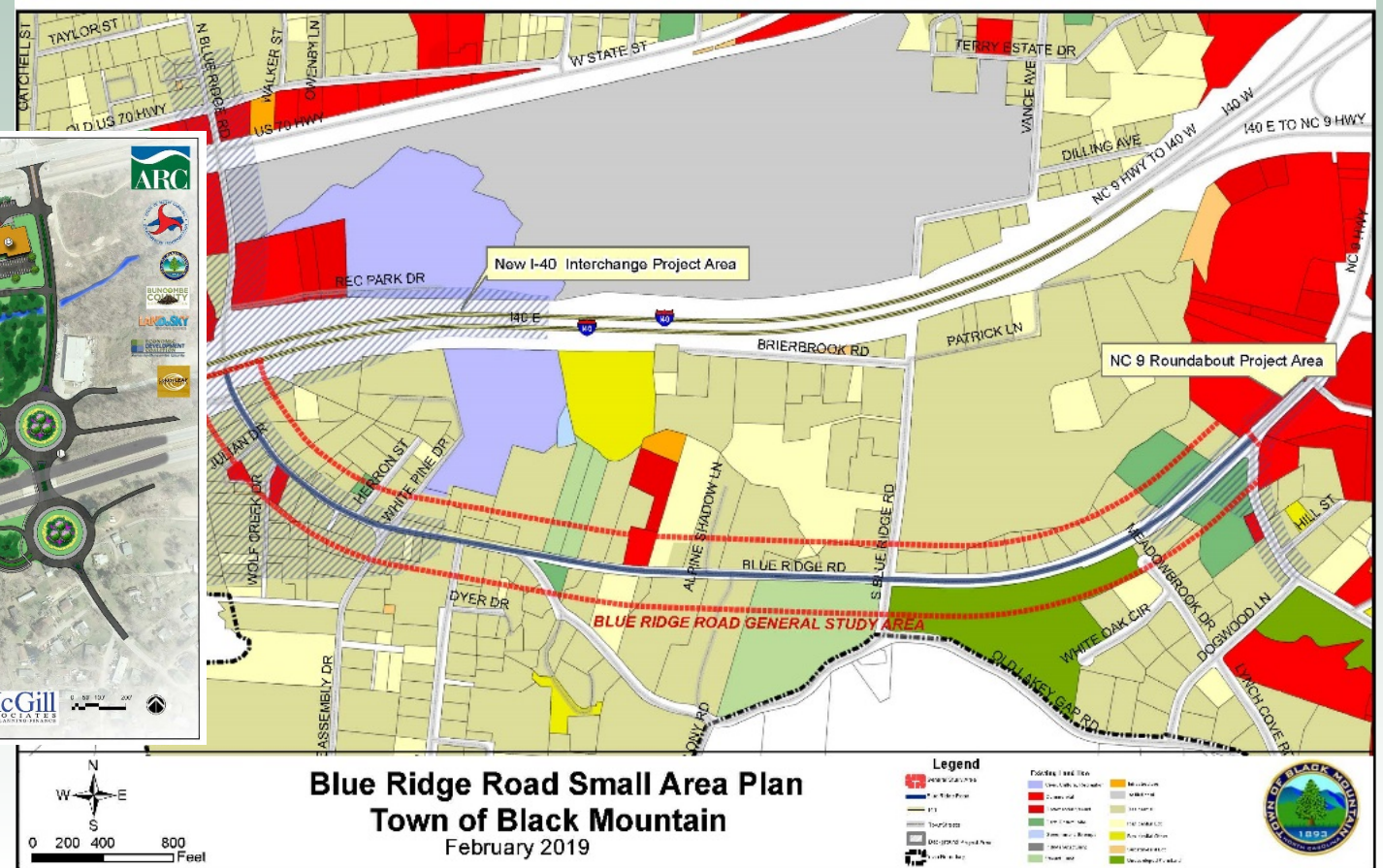
Board of Alderman and Planning Board

Project Kick-Off and Joint Workshop

February 21, 2019

Blue Ridge Road Area Plan

February 21, 2019



Blue Ridge Road Small Area Plan
Town of Black Mountain
February 2019





Blue Ridge Road Area Plan

February 21, 2019

Agenda

- Project Overview
- Project Phases
 - Phase I – Existing Conditions and Visioning
 - Phase II – Development Scenarios and Transportation Needs
 - Phase III – Implementation and Reporting
- Next Steps
- Interactive Board Workshop





Blue Ridge Road Area Plan

February 21, 2019

Project Overview

- What is a Small Area Plan?
 - Long range land-use and transportation plan
 - Focused on a limited size area
 - Guides future land use decisions and expectations (macro level)





February 21, 2019

Project Overview Cont.

- What this Small Area Plan is NOT
 - Not a canned study
 - Not formally part of the I-40 interchange project
 - However, it will inform the project
 - Not a traditional rezoning effort
- What we will do >>>>>>>>>>>>>>>





Blue Ridge Road Area Plan

February 21, 2019

Project Overview Cont.

- Why is it Important?
 - No plan = potential undesirable development
 - Responsive to changing conditions
 - Town OWNERSHIP
- How will it be Achieved?
 - Establish vision
 - Define land use and transportation drivers
 - Informational, yet procedural
 - Builds on existing regulatory framework

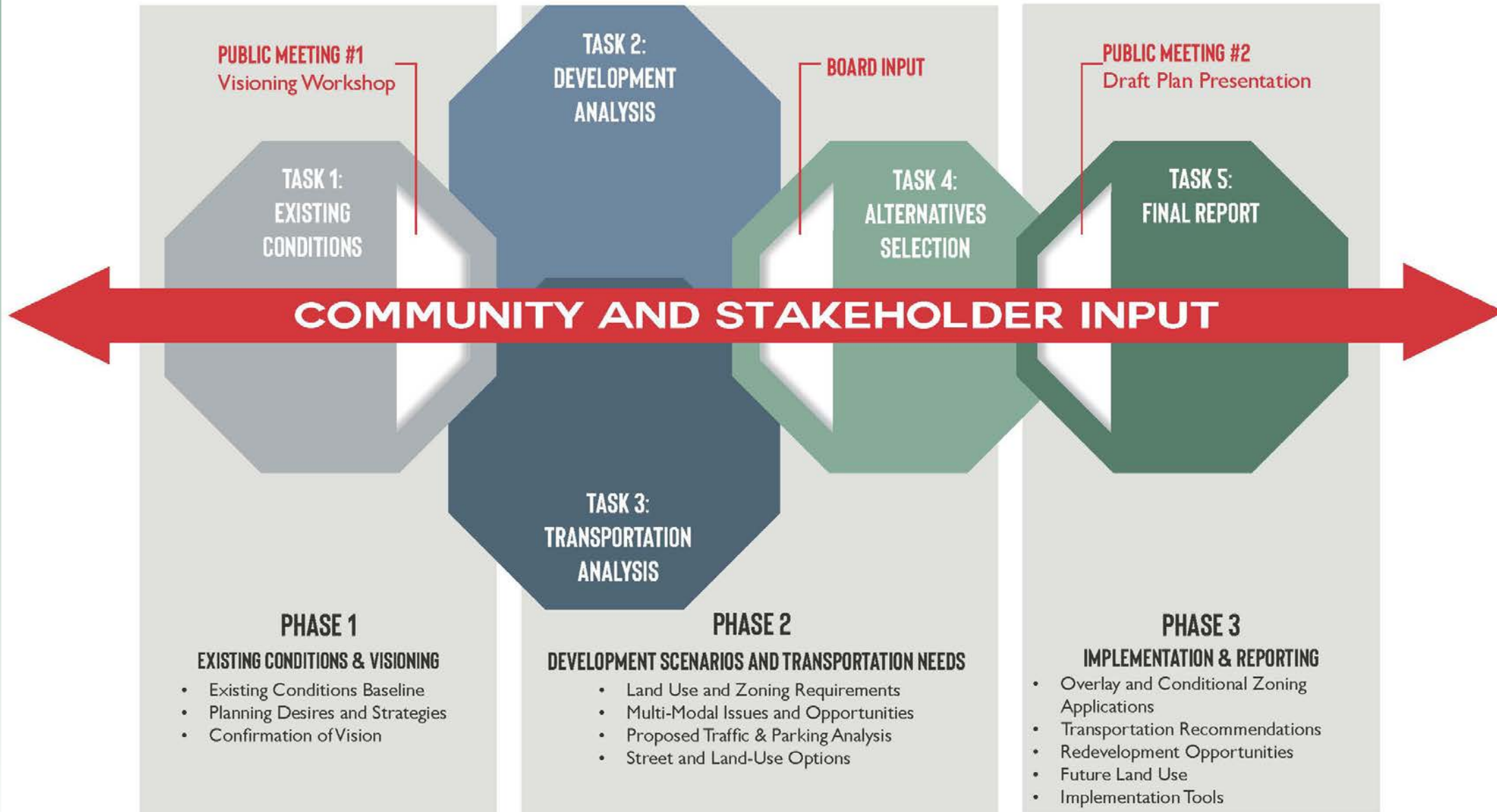




Blue Ridge Road Area Plan

February 21, 2019

Project Phases Overview





Blue Ridge Road Area Plan

February 21, 2019

Phase I: Existing Conditions and Visioning

- Develop existing conditions baseline
- Hold Board workshop and public meeting #1

Determine Planning Strategies

- Zone for the future
- Complete bike/ped networks
- Increase development density
- Promote quality design
- Manage parking
- Expand, or preserve parks and open space

- Confirm overall vision





Blue Ridge Road Area Plan

February 21, 2019

Phase IIA: Development Scenarios



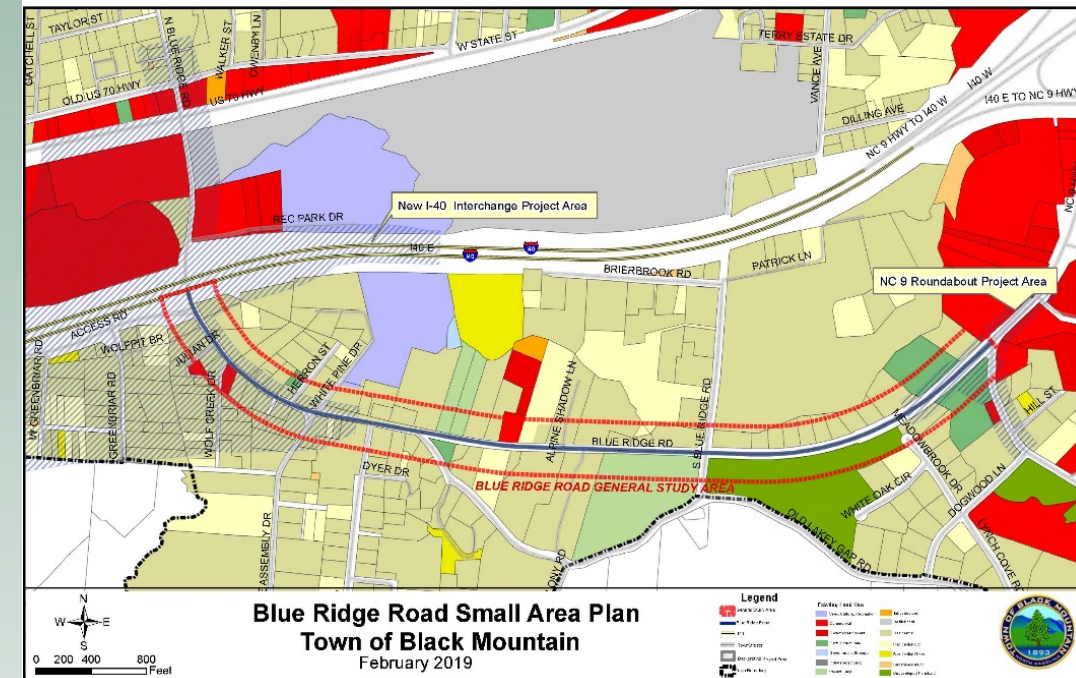


Blue Ridge Road Area Plan

February 21, 2019

- Maintain status quo?
- Land use and zoning overview
- Overlay districts and conditional zoning applications
- Necessary regulatory framework and ordinance requirements

Phase IIA: Development Scenarios

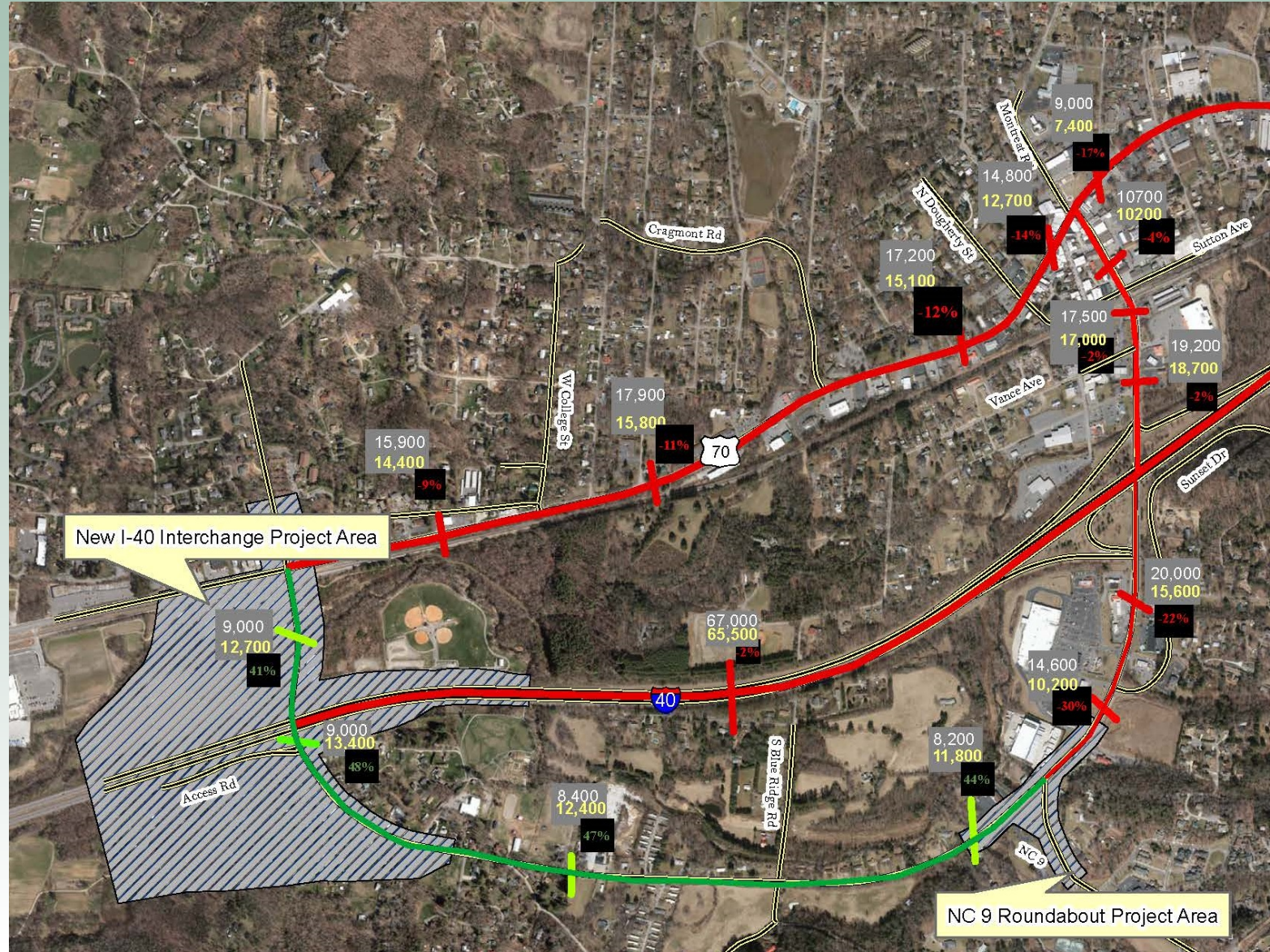




Blue Ridge Road Area Plan

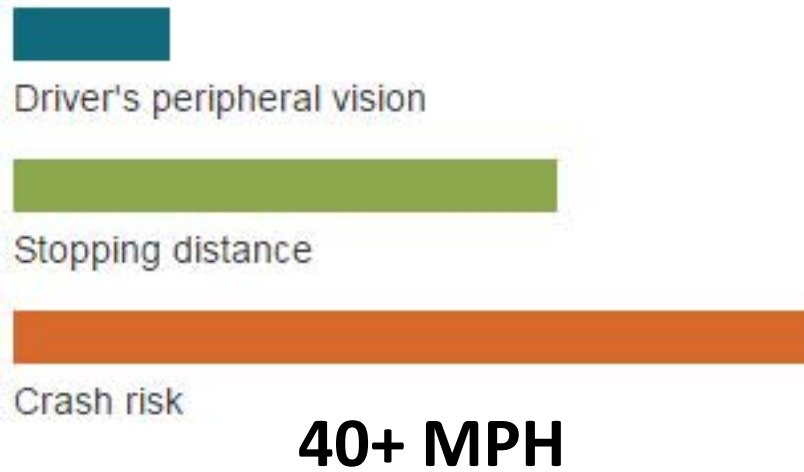
February 21, 2019

- Changing traffic patterns
- Future growth
- Multimodal issues and opportunities
- Roadway capacity, parking, and access management





Design for Desired Function



Conventional Highway Design: Operating Speed = Design Speed = Posted Speed

Proactive Urban Street Design: Target Speed = Design Speed = Posted Speed





Blue Ridge Road Area Plan

February 21, 2019

Phase III: Implementation and Reporting

- Integrated future transportation and land use vision
- Regulatory framework to implement
- Documentation and adoption (macro verse micro)

Residential Street

LAND USE	
Complementary Land Use	Traditional neighborhood
Transect**	
Complementary Land Use Character	• Single and two-family homes • Some pockets of limited neighborhood scale commercial • Can include: work-life units and/or residential over 1st floor retail uses; community spaces (e.g. parks, ball fields, library) • Parcels of 1 acre or less • Structures generally 1-2 stories in height

MOTOR VEHICLE REALM

Functional Class	Collector
Typical Pavement Width Range	20' - 48'
Typical Right-of-Way Range	30' - 64'
Target Speed	20 - 35 mph
Travel Lane Width	10' - 11'
On-Street Parking	Permitted

BICYCLIST & PEDESTRIAN REALM

Bike Treatment	• Alternative A: shared use or shared lane markings • Alternative B: bike lanes (minimum of 5')
Pedestrian Treatment	Sidewalk (minimum of 5')

*Based on and building from land use mapped as included in the "Street Color" by County Planning & Dev. with consideration of "Thematic Land Use Master Plan" and "Severson Mills Town Center Plan".

Figure 13: Street Requirements Table

PENBERTON COMPLETE STREETS | STREET TYPOLOGIES



Figure 14: Existing street example - Scapleton Road, south of College Drive



Figure 15: Existing street example - S Lakeshore Drive, northeast of Bluff Street

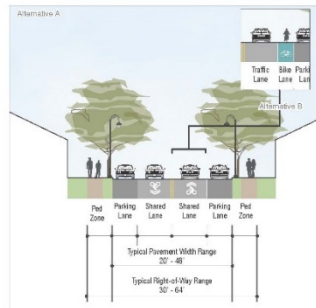
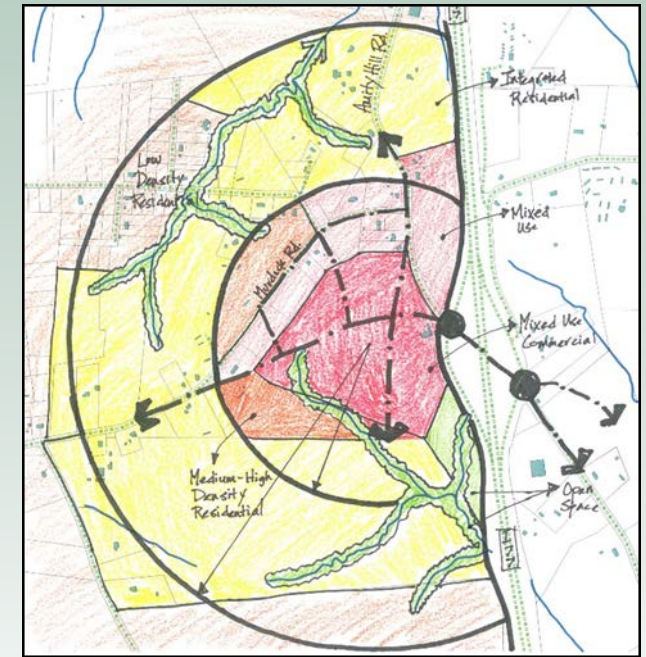
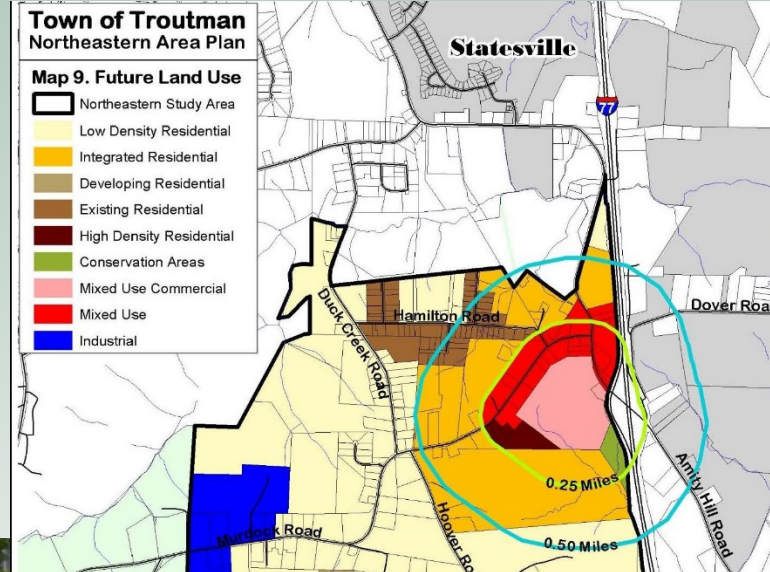


Figure 16: Typical Existing Street Section for 'Residential Street' Typology





Blue Ridge Road Area Plan

February 21, 2019

Next Steps – Public Input Session

- General support for the vision/guiding principles
- Demand for:
 - Bike/ped connections
 - Higher density development (residential and/or commercial)
 - Pedestrian amenities
 - Healthy living
 - Tourism
- Open house forum with interactive stations





**Blue Ridge
Road Area
Plan**

February 21, 2019

Board Workshop – VISION EXAMPLE

Blue Ridge Road and the surrounding mixed use development will be a well-connected corridor offering multimodal opportunities integrated with high quality housing, jobs, shopping, dining, and recreational services.





Blue Ridge Road Area Plan

February 21, 2019

Let's Get Started!!

- Consultants will remain available as needed for the next hour to discuss issues and opportunities Board members would like to address.
- Handouts and table-top maps will be available

