



TOWN OF BLACK MOUNTAIN

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

Date: April 8, 2019 Time: 6:00 p.m.

AMENDED

Regular Session Agenda

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

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

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

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Pastor Mike MacDonald, Black Mountain United Methodist Church*
- Announcements – *Mayor Don Collins*

2. PROCLAMATIONS, AWARDS & RECOGNITION

- A. 100th Birthday – *Mary Frances Stephens “Cissie”*
- B. Tick-borne Diseases Awareness Month 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 Recreation & Parks Annual Report – *Joshua Henderson, Director*
- B. Black Mountain Recreation Commission Annual Report – *Terry McElrath, Chair*

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

April 8, 2019

A. Adoption of Minutes

Motion: To adopt the minutes of March 7, 2019 (Agenda Session), March 11, 2019 (Regular Session), March 11, 2019 (Closed Session), and March 20, 2019 (Special Call Meeting).

B. Call for Public Hearing to Close a Platted Street known as Campbell Street #R-19-07

Motion: To call for the public hearing to close a portion of an unopened, platted street known as Campbell Street to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

C. Call for Public Hearing to Close the remainder of a Platted Street known as Campbell Street

#R-19-08

Motion: To call for the public hearing to close the remainder of an unopened, platted street known as Campbell Street to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

D. Call for Public Hearing –Christmas Parade

#O-19-07

Motion: To call for a public hearing to adopt Ordinance O-19-07, for the road closure of State Street for the annual Christmas Parade in Black Mountain to be held on Monday, May 13, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

E. Call for Public Hearing –Veterans Day Parade

#O-19-08

Motion: To call for a public hearing to adopt Ordinance #O-19-08, for the road closure of State Street for the annual Veteran's Day Parade in Black Mountain to be held on Monday, May 13, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

F. JLS Paving Contract for Flat Creek Greenway

Motion: To approve as presented.

G. Civil Design Concepts Engineering Services Contract (Water Transfer Phase II)

Motion: To approve as presented.

H. Resolution in Support of Passenger Rail in WNC

Motion: To approve as presented.

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

April 8, 2019

I. System Development Fee Study

Motion: *To approve as presented and to authorize the Town Manager to execute the contract for services.*

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

6. CITIZEN COMMENTS

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

7. UNFINISHED BUSINESS

Continued from 3-11-19 Regular Meeting

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

Motion:

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

8. NEW BUSINESS

A. Asheville Design Center- Master Plan for Veterans Park & Children & Friends Daycare

B. Interlocal Agreement - First Due Size-Up Software

C. Capital Project Ordinance -Projects Fund Amendment for Riverwalk Greenway
#O-19-09

Motion: *To approve the Riverwalk Greenway Capital Project Ordinance #O-19-09, Project Fund Amendment as presented.*

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

April 8, 2019

D. Budget Amendment River Walk Greenway

#FY2019-19

Motion: *To approve Budget Amendment #FY2019-19 as submitted, increasing expenditure and revenue accounts in fund 6400 (Riverwalk Greenway Capital Projects Fund) by \$1,928,750.*

E. Hemphill Property Update – Attorney Ron Sneed

9. PUBLIC HEARING

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

A. Public Hearing for the Closure of the Remainder of and Unopened, Platted portion of First Street

#R-19-06

Motion:

1. To open the public hearing for **Resolution #R-19-06** to Close Remaining Unopened, Platted Street known as First Street.
2. To close the public hearing.
3. To approve Resolution **#R-19-06** for the street closure.

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

#O-19-06

Motion:

1. To open the public hearing on Ordinance **#O-19-06** for Text Amendments to Definitions Section (Bed and Breakfast Homes and Inns)
2. To close the public hearing.
3. To adopt the statement of consistency.
4. To approve Ordinance **#O-19-06** as presented [or as amended].

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
April 8, 2019

10. COMMUNICATION FROM STAFF

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

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Josh Harrold
Town Manager

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Call for Public Hearing to Close a Portion of an Unopened, Platted Street Known as
Campbell Street **#R-19-07**

AGENDA INFORMATION

Agenda Location:	CONSENT AGENDA
Item Number:	5B
Department:	Planning and Development Services
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Adjoining property owners are requesting to close a portion of an unopened, platted street known as Campbell Street that runs between their properties to allow for extra land. The space is not currently used for any access or utilities and the bottom part of the street was closed in 1986.

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

MOTION FOR CONSIDERATION: To call for the public hearing to close a portion of an unopened, platted street known as Campbell Street to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: *Resolution of Intent #R-19-07*

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



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

BoA Regular Session
April 8, 2019
Agenda Item 5B

RESOLUTION OF INTENT # R-19-07

**RESOLUTION DECLARING THE INTENT OF THE BOARD OF ALDERMENT OF
THE TOWN OF BLACK MOUNTAIN TO CONSIDER THE CLOSING OF A PORTION
OF AN UNOPENED, PLATTED PORTION OF CAMPBELL STREET AND TO HOLD
A PUBLIC HEARING ON THIS ISSUE JUNE 10, 2019**

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

WHEREAS, The Town of Black Mountain has received a request from the adjoining property owners to close that unopened, platted portion of Campbell Street; and

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

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

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

DESCRIPTION:

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

BEGINNING at a point in the western edge of the right of way of Campbell Street, said point being the northeast corner of Lot 6, Block E, Plat Book 198 at Page 20, Buncombe County Registry; thence from said Beginning and with the eastern boundary of said Lot 6, Block E, South 2° 30' West 110 feet to a point in the western edge of Campbell Street; thence South 87° 30' East 40 feet to a point in the western boundary of Lot 6, Block F, Plat Book 198, Page 20, the southwest corner of that property described in Deed Book 899 at Page 303, Buncombe County Registry; thence with the western boundary of said Lot 6, Block F, North 2° 30' East 110 feet to the northwest corner of said Lot 6, Block F, thence with the southern edge of the right of way of Central Avenue North 87° 30' West 40 feet to the BEGINNING, being the northern portion of that part of Campbell Street lying between Central Avenue and Washington Avenue.

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

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

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

Section 2. A public hearing on the question of closing said street is hereby called at Town Hall, 160 Midland Avenue, Black Mountain, N.C. 28711 on Monday, June 10, 2019 at 6:00 p.m.

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

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

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

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

I move the adoption of the foregoing resolution:

Alderman

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

ATTEST:

Don Collins, Mayor

Angela Reece, Town Clerk

Josh Harrold, Town Manager

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Call for Public Hearing to Close the Remainder of an Unopened, Platted Portion of
Campbell Street **#R-19-08**

AGENDA INFORMATION

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

BRIEF SUMMARY: At their February 2019 meeting, the Planning Board voted to recommend the closure the remainder of the unopened, platted portion of Campbell Street that was left after recommending the closure of the unopened, platted portion of Campbell Street that was petitioned by Josh Scala.

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

MOTION FOR CONSIDERATION: To call for the public hearing to close the remainder of an unopened, platted street known as Campbell Street to be held on Monday, June 10, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: *Resolution of Intent #R-19-08*

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



TOWN OF BLACK MOUNTAIN
160 Midland Avenue
Black Mountain, NC 28711

BoA Regular Session
April 8, 2019
Agenda Item 5C

RESOLUTION OF INTENT # R-19-08

**RESOLUTION DECLARING THE INTENT OF THE BOARD OF ALDERMENT OF
THE TOWN OF BLACK MOUNTAIN TO CONSIDER THE CLOSING OF THE
REMAINDER OF AN UNOPENED, PLATTED PORTION OF CAMPBELL STREET
AND TO HOLD A PUBLIC HEARING ON THIS ISSUE JUNE 10, 2019**

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

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

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

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

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

DESCRIPTION:

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

BEGINNING at a point in the western edge of Campbell Street, said point being the southeast corner of Lot 3, Block E, Plat Book 198, Page 20, Buncombe County Registry; thence from said Beginning and with the western edge of the right of way of Campbell Street, North 2° 30' East 310 feet to a point in the eastern boundary of Lot 6, Block E; thence South 87° 30' East 40 feet to a point in the eastern edge of Campbell Street, the southwest corner of that property described in Deed Book 899 at Page 303, Buncombe County Registry; thence South 2° 30' East 310 feet to the southwest corner of Lot 3, Block F, Plat Book 198, Page 20; thence North 87° 30' West 40 feet to the BEGINNING, and being a portion of Campbell Street lying between Central Avenue and Washington Avenue.

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

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

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

Section 2. A public hearing on the question of closing said street is hereby called at Town Hall, 160 Midland Avenue, Black Mountain, N.C. 28711 on Monday, June 10, 2019 at 6:00 p.m.

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

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

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

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

I move the adoption of the foregoing resolution:

Alderman

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

ATTEST:

Don Collins, Mayor

Angela Reece, Town Clerk

Josh Harrold, Town Manager

[illegible]

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Road Closure for Christmas Parade, Call for a Public Hearing #O-19-07

AGENDA INFORMATION

Agenda Location:	Consent
Item Number:	5D
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Call for a public hearing to close State Street for the annual Christmas Parade. Last year staff learned the Christmas Parade was held on State Street without a proper permit from NC DOT. We learned about this while trying to secure a road closure for the Veteran's Day Parade. Through this process, staff learned a road closure request for State Street is unlikely to be approved by NC DOT because the available detour routes are not able to handle the same capacity of the street requesting to be closed. NC DOT, presented an alternative. Town events, and events sponsored by the town, can close State Street utilizing SS 20-169. In this process, the town alerts DOT to the potential road closure. This provides DOT the opportunity to inform the town of potential conflicts, such a maintenance or resurfacing work. After comments are received the town may adopt an ordinance.

MOTION FOR CONSIDERATION: To call for a public hearing to adopt Ordinance #O-19-07, for the road closure of State Street for the annual Christmas Parade in Black Mountain to be held on Monday, May 13, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**AN ORDINANCE DECLARING A ROAD
CLOSURE FOR A TOWN OF BLACK MOUNTAIN
CHRISTMAS PARADE**

#O-19-07

WHEREAS, the Board of Alderman of the Town of Black Mountain acknowledges a long tradition of supporting the Chamber of Commerce, local businesses and communities during the holiday season; and

WHEREAS, the Board of Aldermen acknowledges the annual parade requires approximately two (2) hours to install signing and traffic control, and also requires approximately one (1) hour for removing signs, traffic control, and litter;

NOW THEREFORE BE IT ORDAINED by the Board of Alderman of the Town of Black Mountain pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Date(s): First Saturday in December (in case of inclement weather, the following Saturday will be used)

Times: 2:00 p.m. to 5:00 p.m.

Route Description: US 70 Hwy from Flat Creek Road to Cragmont Road

This ordinance to become effective when signs are erected giving notice of the limits and times of the event, and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

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
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Road Closure for Veteran's Day Parades, Call for a Public Hearing #O-19-08

AGENDA INFORMATION

Agenda Location:	Consent
Item Number:	5E
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Call for a public hearing to close State Street for the annual Veteran's Day Parade. Staff learned a road closure request for State Street is unlikely to be approved by NC DOT because the available detour routes are not able to handle the same capacity of the street requesting to be closed. NC DOT, presented an alternative. Town events, and events sponsored by the town, can close State Street utilizing SS 20-169. In this process, the town alerts DOT to the potential road closure. This provides DOT the opportunity to inform the town of potential conflicts, such a maintenance or resurfacing work. After comments are received the town may adopt an ordinance.

MOTION FOR CONSIDERATION: To call for a public hearing to alert NC DOT of the annual closure of State Street for the Veteran's Day Parade in Black Mountain to be held on Monday, May 13, 2019 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Draft Ordinance #O-19-08

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

**ORDINANCE DECLARING A ROAD CLOSURE
FOR A TOWN OF BLACK MOUNTAIN
VETERNA'S DAY PARADE**

#O-19-08

WHEREAS, the Board of Alderman of the Town of Black Mountain acknowledges the dedication of the Veteran's in our community, and wishes to show honor, respect and gratitude on Veteran's Day; and

WHEREAS, the Board of Aldermen acknowledges the annual parade requires approximately one hour to organizing participants, twenty minutes to proceed through the route, and one hour to clean up.

NOW THEREFORE BE IT ORDAINED by the Board of Alderman of the Town of Black Mountain pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

Date(s): November 11

Times: 2:00 p.m. to 4:30p.m.

Route Description: US 70 Hwy from Ridgeway Avenue to Dougherty Street

This ordinance to become effective when signs are erected giving notice of the limits and times of the event, and implementation of adequate traffic control to protect participants and to guide vehicles around the event route.

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

New Item 5F
JLS Paving Contract for Flat Creek
Greenway Repairs

CONSTRUCTION AGREEMENT

This Construction Services Agreement (AGREEMENT) made and entered into on _____, 2019

by and between the OWNER,

Town of Black Mountain

304 Black Mountain Avenue

Black Mountain, NC 28711

and the CONTRACTOR,

JLS Company, LLC

15 Gilliam Road

Arden, NC 28704

consisting of 9 pages, including Exhibits, describes the Services to be provided by CONTRACTOR for the

Flat Creek Greenway Repair Project (PROJECT) located in Buncombe County, NC.

I. PROJECT INTENT

Both the CONTRACTOR and OWNER understand that the objective of the PROJECT is to:

Repair approximately 102 linear feet of asphalt greenway, install drainage swales, and perform all associated grading as shown on the construction plans (Exhibit A).

II. WORK

The CONTRACTOR agrees to furnish all supervision, labor, materials, equipment, and tools necessary to fully complete the PROJECT in a professional manner, as specified in Exhibit A (Plans) and in accordance with the timeframes specified in Section IV of this AGREEMENT. CONTRACTOR assumes all obligations, risks and responsibilities with regard to the WORK.

III. CHANGES

The WORK may be supplemented or modified only with written approval from the OWNER and no work believed to constitute a change is compensable unless a written Amendment is executed by both parties.

IV. TERM OF AGREEMENT

This AGREEMENT shall be effective upon full execution signified by the signing of both parties. CONTRACTOR shall commence the WORK within 15 days of receipt of Notice to Proceed from the OWNER and shall use its best efforts to complete the WORK in accordance with the schedule to be established by the OWNER, subject to normal weather conditions at the PROJECT site. The CONTRACTOR must complete the WORK no later than **April 26, 2019** (COMPLETION DATE).

CONTRACTOR will proceed with the WORK in a prompt and diligent manner, in accordance with OWNER's current schedule for the WORK. The CONTRACTOR will use its best efforts to coordinate the WORK so as not to impede the progress of other work required to be provided by or for OWNER on the PROJECT. To the extent that the actions of the CONTRACTOR causes a delay or interference with the completion of all or any part of the PROJECT and as a result thereof OWNER incurs damages, then such damages shall be borne by the CONTRACTOR.

OWNER shall have the right to terminate this AGREEMENT upon ten (10) days written notice as provided in Section VII of this AGREEMENT.

V. AGREEMENT PRICE

The agreement price shall be the base bid indicated on Exhibit B (Summary of Unit Costs). Changes to the agreement price may be made if the actual quantities installed differ from those indicated on Exhibit B. The value of such changes shall be based on the contract unit costs, subject to the provisions of Section III herein.

VI. TERMS OF PAYMENT

The CONTRACTOR shall submit invoice upon completion of work. Payments shall be paid within thirty (30) days following OWNER's acceptance of the work and OWNER'S receipt of CONTRACTOR's invoice for work performed through the date of such invoice. No partial payment made under this AGREEMENT shall be considered an acceptance of the WORK in whole or in part.

As a condition precedent to partial or final payment hereunder and as a part of the consideration under this AGREEMENT, acceptance of final payment shall constitute a waiver of any and all claims, known or unknown, of CONTRACTOR.

No payment or compensation of any kind shall be made to the CONTRACTOR for damages because of hindrance or delay in the progress of the WORK and arising from the actions or inactions of the CONTRACTOR or its subcontractors or suppliers, whether such hindrances or delays are avoidable or unavoidable.

VII. CONTRACTORS FAILURE TO PERFORM

If, in the opinion of OWNER, the CONTRACTOR at any time refuses or fails to provide sufficient properly skilled workers or materials of the proper quality, fails in any respect to execute the WORK according to the current schedule, or fails to comply with all provisions of this AGREEMENT, then after serving ten (10) days prior written notice, unless the condition specified in such notice shall have been eliminated within such 10-day period, OWNER may at its option terminate the AGREEMENT for default. In the event of termination for default, OWNER may, at its option utilize any or all of the following: (1) require CONTRACTOR to assign to OWNER any or all of its subcontract or purchase orders involving the PROJECT, or (2) complete the WORK either by itself or through others, by whatever methods as shall be accepted by OWNER. If OWNER'S cost to complete the WORK exceeds the unpaid balance then due under the AGREEMENT, then CONTRACTOR shall pay OWNER the difference within ten (10) business days following OWNER's demand for same.

Upon receipt of notice from OWNER of termination as provided for in this AGREEMENT, CONTRACTOR shall: (1) cease operations as directed by OWNER in the notice; (2) take actions necessary, or that OWNER may direct, for the protection and preservation of the WORK; and (3) except for the WORK directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In the case of such termination, CONTRACTOR shall be entitled to receipt of payment for the WORK executed.

VIII. CONTRACTOR'S INSURANCE

Prior to commencing the WORK, CONTRACTOR shall procure, with OWNER named as additional insured parties, and thereafter maintain, at its own expense, until final acceptance of the WORK, liability insurance coverage in the minimum amount of \$1,000,000.00 in a form and from insurers reasonably acceptable to OWNER.

CONTRACTOR shall maintain insurance in the minimum amount of \$1,000,000 (\$100,000/occurrence) for claims under applicable worker's compensation and other employee benefit acts, for claims for bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this AGREEMENT.

CONTRACTOR shall provide proof of adequate insurance under this Section to OWNER before commencing WORK.

IX. CONTRACTOR'S LIABILITY

CONTRACTOR shall be liable to OWNER for all costs OWNER incurs as a result of CONTRACTOR'S failure to perform this AGREEMENT in accordance with its terms. CONTRACTOR'S failure to perform shall include the failure of its suppliers and/or subcontractors of any tier to perform the WORK. CONTRACTOR'S liability shall include, but not be limited to damages and other delay costs incurred by OWNER and attorney's fees and related costs incurred by OWNER and due to CONTRACTOR'S liability hereunder.

If any person, including employees of CONTRACTOR, suffers injury or death or any property is damaged, lost or destroyed as a result, in whole or in part, of negligence of CONTRACTOR, its employees, agents or subcontractors, then the CONTRACTOR shall assume the liability thereof, and shall at OWNER'S option defend any action, pay all costs including attorney's fees and satisfy any judgments entered against OWNER in regard thereto and CONTRACTOR further agrees indemnify and to hold OWNER and their agents, employees and sureties harmless

thereof.

X. LIABILITY OF CONTRACTOR FOR DEFECTS

CONTRACTOR shall be liable for latent defects, faulty materials and faulty workmanship and shall further be liable for correcting such defects, replacing faulty materials and correcting faulty workmanship without cost to the OWNER. CONTRACTOR is responsible for ensuring that all material and equipment required for the WORK shall be new unless otherwise specified and that the WORK shall be of good quality free from faults and defects and in conformance with the PROJECT Plans and Specifications.

XI. CLEAN-UP

CONTRACTOR shall clean up and remove all debris resulting from the WORK in a manner that will not impede the progress of the PROJECT. If the CONTRACTOR fails to comply with this Article within 36 hours after receipt of notice of noncompliance from OWNER, OWNER may perform such necessary clean-up and deduct the cost from any amounts due to the CONTRACTOR.

XII. TAXES AND PERMITS

CONTRACTOR shall pay for, comply with and hold OWNER harmless against the payment of all contributions, taxes or premiums which may be payable by it under Federal, state or local laws arising out of the performance of this AGREEMENT, and all sales, use or other taxes of whatever nature levied or assessed against OWNER or CONTRACTOR arising out of this AGREEMENT, including any interest or penalties.

CONTRACTOR shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for the execution and completion of the WORK, unless otherwise provided by the OWNER, and shall arrange for all necessary inspection and approvals by public officials, unless otherwise arranged for by OWNER. CONTRACTOR shall maintain on site at all times copies of all applicable permits, licenses, and inspections.

XIII. EXHIBITS

- A. Plans
- B. Summary of Unit Costs

XIV. ACCEPTANCE

ACCEPTED and AGREED to on this _____ day of _____, 2019

OWNER

CONTRACTOR

Signature

Signature

Printed Name and Title

Printed Name and Title

**EXHIBIT A
PLANS**

FLAT CREEK GREENWAY REPAIRS BLACK MOUNTAIN, NORTH CAROLINA



VICINITY MAP
NOT TO SCALE



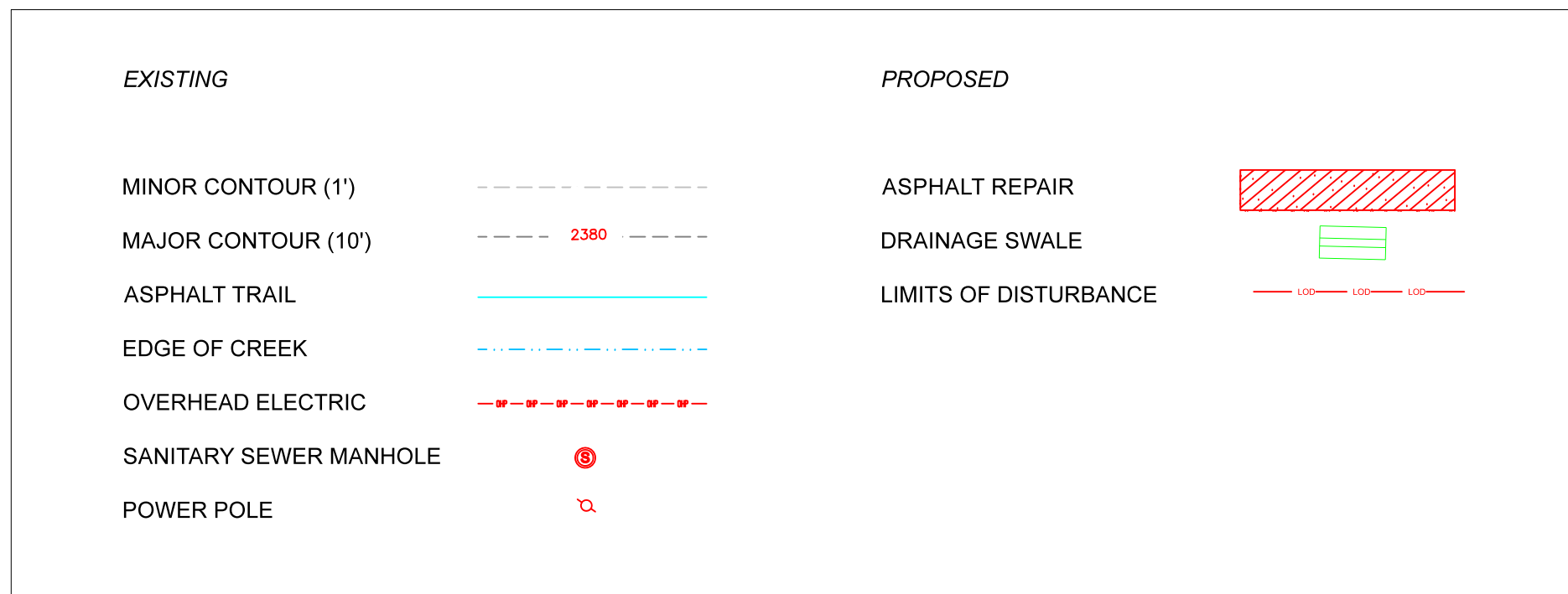
SHEET INDEX

- 1. TITLE
- 2. NOTES AND SYMBOLS
- 3. PLAN
- 4. DETAILS

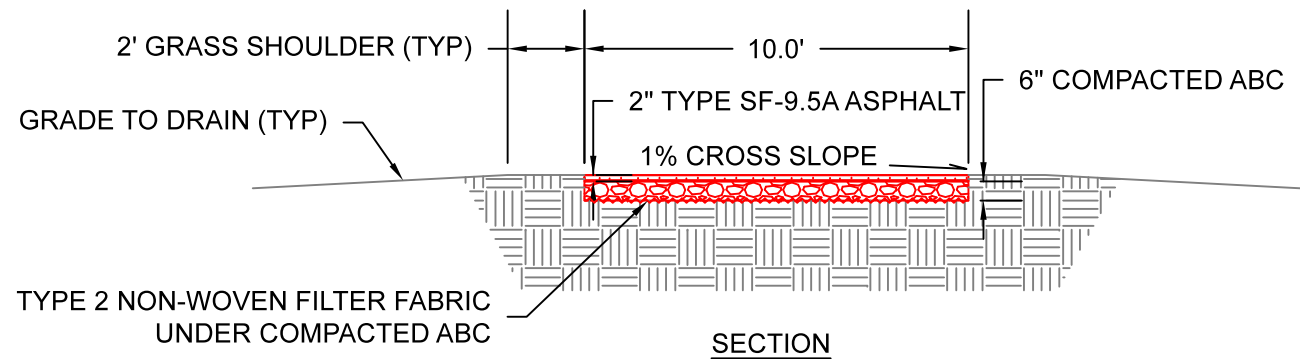
				REVISIONS	
A	B	C		DESCRIPTION	DATE
				APP.	
HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500					
FLAT CREEK GREENWAY REPAIRS BLACK MOUNTAIN, NC					
DATE: FEB. 2019					
SCALE: AS SHOWN					
TITLE					
SHEET 1 OF 4					

NOTES:

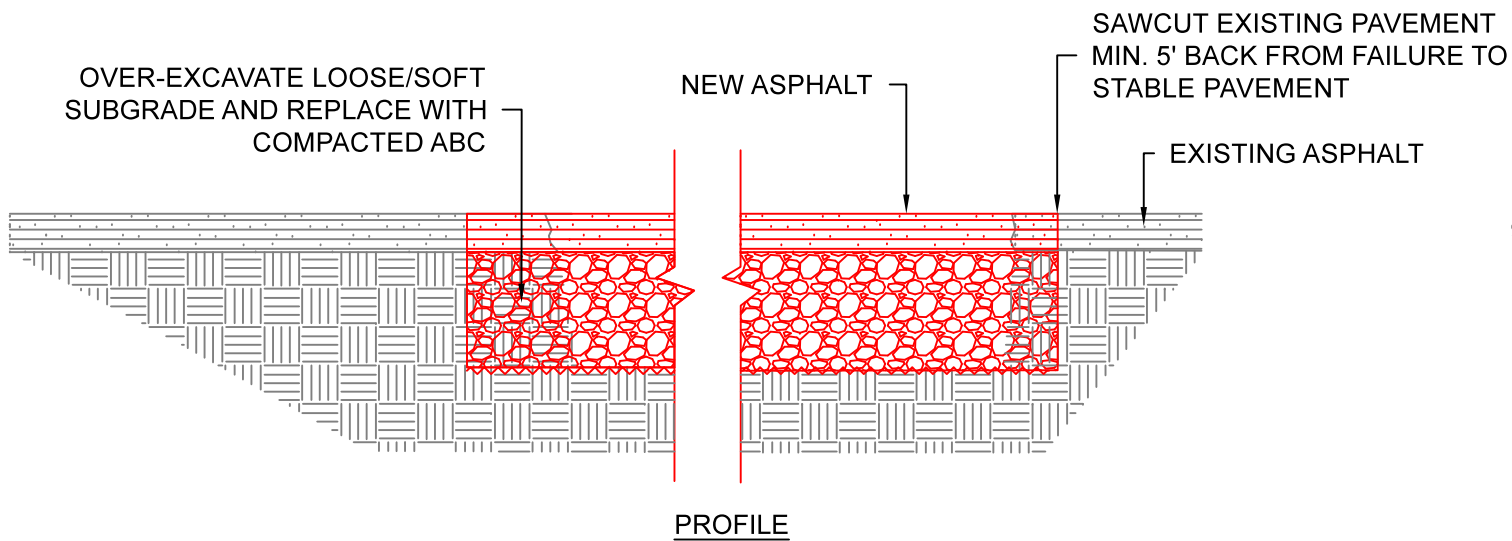
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO STARTING WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROTECTING ALL UTILITIES, MANHOLES, NON-DAMAGED GREENWAY, FENCES AND OTHER SITE FEATURES AND FOR REPAIRING DAMAGE HE CAUSES TO SUCH FACILITIES.
2. TOWN REPRESENTATIVE MUST OBSERVE AND APPROVE OF PROOFROLL OF PREPARED SUBGRADE WITH LOADED DUMP TRUCK. COMPACTED ABC MUST ALSO BE PROOFROLLED AND APPROVED BEFORE PAVING.
3. NO STAGING OR MATERIALS STOCKPILING MAY TAKE PLACE WITHIN 25 FEET OF THE EDGE OF THE CREEK.
4. DEBRIS, ASPHALT RUBBLE AND OTHER MATERIALS GENERATED DURING EXCAVATION MUST BE DISPOSED IN A PERMITTED OFF-SITE LOCATION.
6. DISTURBED AREAS MUST BE STABILIZED WITH SEED AND MULCH WITHIN 24 HOURS OF REACHING FINAL GRADES.
7. ALL EQUIPMENT SHALL BE CLEANED PRIOR TO MOBILIZATION AND SHALL BE MAINTAINED TO BE FREE OF LEAKS. FUELING SHALL BE PERFORMED IN A CONTAINED AREA AT LEAST 200 FEET FROM FLOWING WATER.



NOTES AND SYMBOLS		DATE:		SCALE:	
		FEB. 2019		AS SHOWN	
FLAT CREEK GREENWAY REPAIRS BLACK MOUNTAIN, NC					
HEADWATERS ENGINEERING, PC 9 Elk Mountain Road Asheville, NC 28804 NCBELS Lic. No. C-4500					

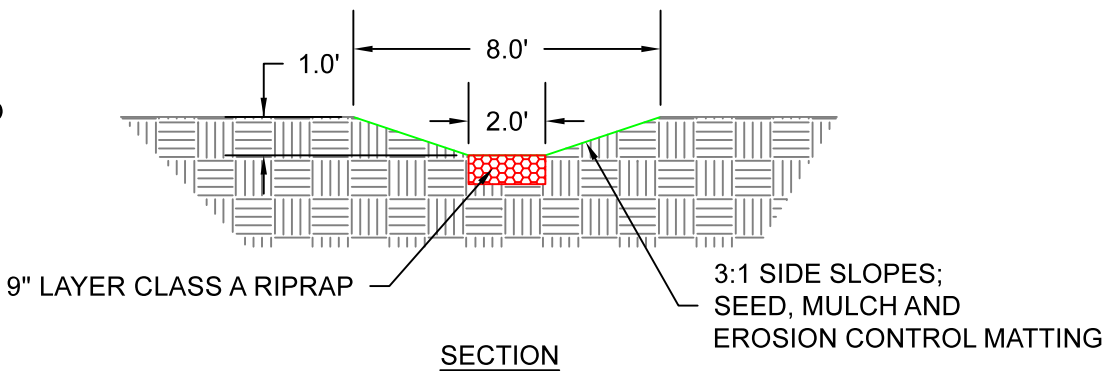


1
4 ASPHALT GREENWAY DETAIL
NTS



2
4 SAWCUTTING DETAIL
NTS

DISTURBED AREA SEEDING		
Application	Common Name	Application Rate (lb/ac)
Temporary Cover	Rye Grain	50
Permanent Cover	Tall Fescue	25
Mulch	Wheat or Oat Straw	1500



- NOTES:
1. EROSION CONTROL MATTING SHALL BE 100% BIODEGRADABLE (NORTH AMERICAN GREEN C125BN OR APPROVED EQUAL) AND SHALL BE ANCHORED PER MANUFACTURER'S RECOMMENDATIONS.
 2. GRADE SWALE TO DRAIN FROM EDGE OF TRAIL TO LOWER GROUND IN STREAM BUFFER. DO NOT CUT WOODY VEGETATION WITHIN STREAM BUFFER WITHOUT PRIOR APPROVAL FROM TOWN.

3
4 DRAINAGE SWALE
NTS

				APP.	
				DATE	
				DESCRIPTION	
				REVISIONS	
A	B	C			

HEADWATERS ENGINEERING, PC
 9 Elk Mountain Road
 Asheville, NC 28804
 NCBELS Lic. No. C-4500

**FLAT CREEK GREENWAY REPAIRS
 BLACK MOUNTAIN, NC**

DATE: FEB. 2019
SCALE: AS SHOWN
DETAILS
SHEET 4 OF 4

EXHIBIT B
SUMMARY OF UNIT COSTS

Item	Description	Quantity	Unit	Unit Price	Extended
1	Mobilization	1	LS	\$2,000.00	\$2,000.00
2	Grading (includes off-site disposal of asphalt, undercut soils, debris)	1	LS	\$6,000.00	\$6,000.00
3	Erosion Control Matting (incl. stakes)	30	SY	\$50.00	\$1,500.00
4	Silt Fence	60	LF	\$15.00	\$900.00
5	Asphalt Paving	115	SY	\$52.00	\$5,980.00
6	Non-woven Filter Fabric	120	SY	\$5.00	\$600.00
7	ABC Stone	40	TON	\$50.00	\$2,000.00
8	Class A Stone	4	TON	\$250.00	\$1,000.00
				Total Contract = \$19,980.00	



Item 5G

February 5, 2019

PROPOSAL FOR SERVICES - EXHIBIT A

SUBMITTED TO: Jamey Matthews
Public Works Director -TOBM
160 Midland Ave.
Black Mountain, NC 28711

SUBMITTED FOR: Estimate for Design Services for Black Mountain
Water System Improvements-Avadim Phase II & III
Black Mountain, North Carolina

I. SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the "Black Mountain Water System Improvements-Avadim Phase II & III" project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A. and its consultants. Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have collected and have been provided to date.

A. Phase II - Construction Documents:

1. Prepare Water Line Improvement plans detailing the proposed 4 disconnections between City of Asheville and Town of Black Mountain water lines to accommodate the water agreement.
2. Submit full Engineering Review Document Package to NCDENR's Public Water Supply Section for approval of the water line design. This will include Design Plans, calculations, necessary applications for approval and an Engineer's Report as required by the Public Water Supply Section.
3. Submit necessary Right of Way Encroachment Agreements with NCDOT and City of Asheville as necessary for construction and/or elimination of existing water lines.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

200 Swannanoa River Rd Asheville, NC 28805
Phone 828-252-5388 Fax: 828-252-5365

1210 S. Main Street, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

B. Phase II - Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Schedule and attend construction meetings, including pre-construction, monthly, and other meetings. Estimated number of meetings: three (3).
2. Review shop drawings and other submittals for compliance with approved plans.
3. Periodic Inspections to determine general compliance of the work with the plans and specifications, which inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. (5 visits estimated)
4. Attendance at one final inspection to determine that all items have been installed in general conformance with the plans and specifications in order to prepare final certifications.

C. Phase II - Closeouts/Certifications:

1. Create reproducible Record Drawing created from contractor field markups and onsite construction observation.
2. Prepare and submit Engineer's Certification for Final Approval from NCDENR's Public Water Supply Section.

D. Phase III - Preliminary Feasibility / Budget Estimates:

1. Prepare exhibits for proposed improvements in order to accommodate Phase III of the water agreement with Asheville.
2. Meet with town staff to understand scope of proposed improvements.
3. Prepare budget estimate for permitting and installation of water system improvements to facilitate the next steps.

II. CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

168 Patton Ave., Asheville, NC 28801
Phone 828-252-5388 Fax: 828-252-5365

52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III. ADDITIONAL SERVICES

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. This does not include submittal of a Water System Management Plan. It is assumed that the Town has this in place and is current according to NCDENR's PWS records.
3. Change in scope of services as defined within this proposal.
4. Easement negotiations.
5. Corps of Engineers / Environmental permitting.
6. Changes required due to contractor error.
7. Design modifications requested by Owner after submittals.
8. Flood study/ Permitting Services.
9. No structural designs included.
10. No geotechnical investigation or designs included.
11. Fast track packaging of construction documents.
12. Retaining wall design on walls greater than 5' (five feet) in height. A geotechnical engineer sub-consultant may be necessary.

IV. SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V. COST FOR SERVICES

Fees for the above scope of services are estimated as follows:

A. Ph. II - Construction Documents:	\$ 14,500
B. Ph. II - Construction Observation:	\$ 6,500
C. Ph. II - Closeouts/Certifications:	\$ 2,750
D. Preliminary:	<u>\$ 5,500</u>
TOTAL:	\$ 29,250

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***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$ 95/hr
Assistant Construction Administrator	\$ 80/hr
Civil Engineer Technician	\$ 80/hr
Construction Inspector	\$ 60/hr
Office Administrator	\$ 40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client. These rates are valid through December 31, 2019 at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI. PROPOSAL DURATION

This proposal shall be valid for thirty- (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII. ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal for Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

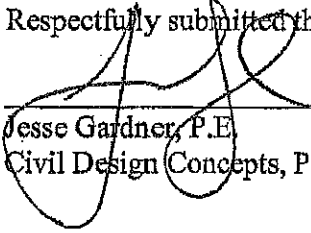
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When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or Baker & Associates, Architects, or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, P.A. due to termination of project by Client shall be paid by Client.

Respectfully submitted this 5th day of February, 2019


Jesse Gardner, P.E.
Civil Design Concepts, P.A.

2/5/19
(Date)

 3-27-19
~~Jamey Mathews~~ Josh Harold (Date)
Town of Black Mountain

Mailing Address: P.O. Box 5432, Asheville, NC 28813

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Phone 828-252-5388 Fax: 828-252-5365

52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455

CONSULTING SERVICES AGREEMENT

This contract entered into this 5th day of February, 2019 by & between Jamey Matthews, Town of Black Mountain, hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated February 5, 2019 to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC..

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design

Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or for unauthorized use of the deliverables generated by Civil Design Concepts.

Client initials

CDC initials

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services"
for Jamey Matthews
Town of Black Mountain
Dated February 5, 2019

Client Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Civil Design Concepts, P.A.

Signature: _____

Name: Jesse Gardner, PE

168 Patton Avenue
Asheville, NC 28801

52 Walnut Street - Suite 9
Waynesville, NC 28786

Western North Carolina Rail Committee, Inc.
PO Drawer 700
Marion, NC 28752

ITEM 5H

Dear Western NC Rail Community:

Attached you will find a resolution drafted by the Western North Carolina Rail Committee, Inc. for you to consider for your local government's adoption. We invite you to draft a local resolution that supports re-establishing a passenger rail connection between Asheville and Salisbury and urge you to do this as quickly as possible.

By way of background you should know that the Western North Carolina Rail Committee, Inc was reconstituted and incorporate in 2017 after functioning for nearly 20 years as the Western North Carolina Rail Corridor Committee, originally a Task Force of the Asheville Chamber of Commerce. The newly reorganized WNC Rail Committee, Inc. has three foci: (1) to Improve and expand freight rail service in WNC; (2) to increase the number of tourist and excursion trains in the region (such as the Great Smoky Mountain Railroad and the Craggy Mountain Line); and (3) re-establish a passenger rail connection to Western North Carolina beginning with AMTRAK Thruway Bus Service between Asheville and Salisbury as a first-step toward launching a dedicated train to serve the communities along this route.

The urgency of this request is related to the willingness of AMTRAK to launch its Thruway Bus Service along this route and the cooperation of the NC Department of Transportation Rail Division to manage the contract for this service. An allocation to operate this service is being considered by the North Carolina Legislature and we need letters of support from communities, organizations and agencies along the route. Since the budget process in the Legislature must be completed by June, we need action immediately as we make our case for re-establishing a passenger rail connection to Western North Carolina.

The last passenger train to operate between Asheville and Salisbury departed in 1975 and the time has come to restore a rail connection for our region. Please consider adopting a form of the draft resolution below and submit it to Freddie Killough @ freddiek@frontier.com, or PO Drawer 700, Marion, NC 28752

Sincerely,

Ray Rapp, Chair
Steve Little, Vice-Chair
Freddie Killough, Secretary-Treasurer



RESOLUTION #R-19-09

**IN SUPPORT OF A STATEWIDE INITIATIVE FOR LEGISLATIVE FUNDING TO RE-ESTABLISH A
PASSENGER RAIL CONNECTION FOR
WESTERN NORTH CAROLINA**

WHEREAS, rail service is an integral part of a comprehensive transportation system for the State of North Carolina; and,

WHEREAS, the Western North Carolina Rail Committee, Inc. has worked persistently in support of improved rail service and connectivity since 1999. These local communities, Asheville, Black Mountain, Old Fort, Marion, Morganton, Valdese, Hickory, Conover, Statesville and Salisbury would thus benefit from WNC Thruway Bus service; and,

WHEREAS, economic development, tourism and job creation will benefit through the enhancement of a passenger rail and bus system that serves the citizens of North Carolina and visitors to our state; and,

WHEREAS, we applaud the State of North Carolina for development of comprehensive intercity rail and transportation services in urban jurisdictions through the state, and recognize that Asheville and Western North Carolina have been without a passenger rail connection since 1975; and,

WHEREAS, there is a vital need to provide a strong and balanced transportation system that promotes freight and passenger service; and,

WHEREAS, an increase in state funding for bus-rail service in North Carolina is necessary to connect our small urban and rural areas of the state with the urbanized centers of our state; and,

WHEREAS, support by local and state elected officials is essential for the future of alternative transportation in North Carolina, such as the successful Amtrak Thruway bus-rail service between Morehead City and Wilson and between Wilmington and Wilson; and,

WHEREAS, support and utilization of transportation improvements by business and commercial interests is essential for the successful deployment of alternative transportation modes in North Carolina, especially in Western North Carolina; and,

WHEREAS, this resolution is a vehicle to express the twenty years of unified support of communities and chambers of commerce throughout Western North Carolina for increased statewide funding for bus- rail service; and,

WHEREAS, rail and bus linkages between communities and regions within North Carolina establish and strengthen social, historical, commercial and cultural bonds; and,

WHEREAS, the average return on investment for the surrounding community for station revitalizations throughout North Carolina is more than one dollar for every dollar invested, as demonstrated in Salisbury, Morganton, Marion, Old Fort and Asheville (with purchase of land); and,

WHEREAS, the associated improvements to rail facilities have increased the efficiency and safety of rail service, helped attract new freight traffic and provided environmental benefits by reducing the impact of traffic congestion on North Carolina's highways, particularly Interstate 40; and,

WHEREAS, an integrated bus-rail system will enhance accessibility and reliability for citizens, tourists and businesses in Western North Carolina, and by extension to the entire State of North Carolina; and,

WHEREAS, North Carolina Department of Transportation's Rail Division has agreed to manage, subject to NC Legislative appropriation, contract development and implementation of Amtrak Thruway bus service between Salisbury and Asheville, similar to the successful Amtrak Thruway bus-rail service in Eastern North Carolina that was intended to be extended to Western North Carolina.

WHEREAS, the WNC Rail Committee is committed to working with the local communities to effectively market Thruway Bus service in WNC and provide other local assistance/services as appropriate to help insure the connection service's long term success; and,

NOW, THEREFORE, BE IT RESOLVED, that The Town of Black Mountain Board of Aldermen, through the adoption of this resolution, fully supports the creation of an attractive, marketable and cost effective bus-rail connection service for Western North Carolina , that includes sufficient new funding for a two year trial period by the North Carolina General Assembly to the North Carolina Department of Transportation Rail Division for the proposed Amtrak Thruway bus service between Asheville and Salisbury. This service will be evaluated prior to the completion of two years of service by Amtrak, the North Carolina Department of Transportation Rail Division, the Western North Carolina Rail Committee, Inc. and the communities served by the Salisbury-Asheville bus-rail connection to determine its viability and whether continued funding from the North Carolina General Assembly should be sought by the parties.

Adopted by a vote of ____ to ____ this 8th day of April, 2019

Don Collins, Mayor

By: _____ Signature of Authorized Signer

Attest: Angela Reece, Town Clerk

April 4, 2019

Mr. Josh Harrold
Town Manager
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

RE: Proposal for Consulting Services
System Development Fees Study
Town of Black Mountain, North Carolina

Dear Mr. Harrold:

McGill Associates is pleased to submit our proposal to prepare a Public Water System Development Fee (SDF) Analysis for the Town of Black Mountain to address House Bill 436. McGill Associates is qualified to perform the analysis with our financial and engineering professionals on staff to satisfy requirements of the new legislation. The specific scope of services is detailed below:

SCOPE OF SERVICES

1. Conduct project planning and work sessions to review project objectives, assumptions, and schedule, review operational parameters, internal processes and gather data and information.
2. Review the latest North Carolina legislation governing System Developments Fee authorization for local government and present a compliant approach for methodology, related policy, rate structure, and other compliance issues.
3. Establish policy assumptions and other potential rate/fee structure issues.
4. Collect recent water usage data, permitted system capacities, fixed asset inventory, and other related information to enable the value of the Town's water system capacities to be determined.
5. Collect capital planning, review capacity projections and development to determine the value of incremental water capacities.
6. Gather information necessary to identify and calculate debt, grants, and other value off-sets in compliance with the NC general statutes.
7. Prepare a draft summary of present water assets and associated attributes related to quantities, capacities, condition, age, construction characteristics, models, and relevant values and review with Town Staff.
8. Prepare a Water Asset Valuation model for the Town's assets.
9. Prepare a draft SDF calculation model, based upon project assumptions and data gathered to propose options for establishing SDF rates.

10. Finalize and prepare a memorandum of findings and conclusions, including the written explanation of the proposed System Development Fee methodology, related policy assumptions and other information relevant to the SDF development process.
11. Assist Town Staff with responses to questions and comments received during the public comment period.
12. Attend the public hearing and Council adoption of the System Development Fee Study.

Please note the written analysis of the development fee begins when this proposal is signed by both parties and the Town may not adopt a higher fee schedule than the fee analysis calculates.

The System Development Fee will apply to: any subdivision of land; construction or any change to an existing structure that causes an increase in the need for service, or any use or extension of the use of land which increases the need for service; construction of new structures, or any change to structures or land that require more or larger meters for water and/or wastewater to serve property.

PROPOSED FEES

Based on the above proposed scope of services, we propose to perform the above services on an hourly basis, for a maximum not to exceed fee of \$8,900.00. Invoices will be submitted monthly based on the actual time spent and will be calculated in accordance with the attached Basic Fee Schedule.

We appreciate the opportunity to present this proposal to the Town of Black Mountain and would be honored to work with you and your staff on this assignment.

If this proposal is acceptable, please sign below and return a copy of our records. Please call me at 757.810.7587 if you have any questions regarding this proposal or need additional information.

Sincerely,
MCGILL ASSOCIATES, P.A.

4

JB:pc
Enclosures: Basic Fee Schedule

Cc: Dale R. Schepers, Senior Consultant, McGill Associates

ACCEPTED:

NAME

TITLE

DATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the __ day of _____, 2019 Finance Officer,
_____, North Carolina.

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Contractor provides the services to the Town utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Contractor shall verify by affidavit compliance with the terms of this section upon request of the Town.

BASIC FEE SCHEDULE

August 2018

<u>PROFESSIONAL FEES</u>	<u>Current Rate</u>
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00
Mechanical Engineering Technician III	\$110.00

CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

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:	7A
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.

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

Violation: A single event of creating or putting graffiti on public or private real or personal property, but any graffiti being put on property in one event but extending to additional walls or structures, or to additional pieces of personal property, shall be separate violations.

(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 any Town employee or agent 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.

(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) Accounting and use of civil penalties.

Any civil penalties collected shall be separately recorded and accounted for so as to be identifiable and used only for 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. If the amount of civil penalties collected accumulate until there is \$10,000.00 or more collected and unspent, an Anti-Graffiti Trust Fund

shall be created. 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 day of April 8, 2019.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk

**Item 8A -
Asheville Design Center Master Plan for Veterans Park/
Children & Friends Daycare**

initial concepts
Veteran's Park

April 8, 2019

WHERE WE ARE

CONTEXT



initial concepts **Veteran's Park Initial Concepts**

HOW WE GOT HERE

TIMELINE

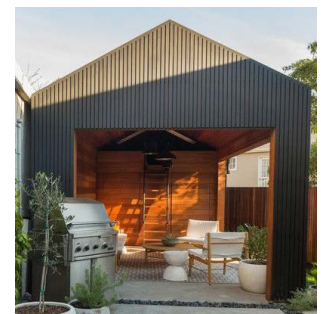


initial concepts **Veteran's Park Initial Concepts**

John Wilson Community Garden

WHAT IT COULD BE LIKE

OUTDOOR KITCHEN / STORAGE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

GARDEN ENTRANCE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

FENCING + SEATING



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

PAVING + SIGNAGE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

NATURAL PLAYSCAPE



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

EDIBLE + POLLINATOR PLANTING AT ENTRY



Asclepias incarnata, Swamp Milkweed



Eryngium yuccifolium, Rattlesnake Master



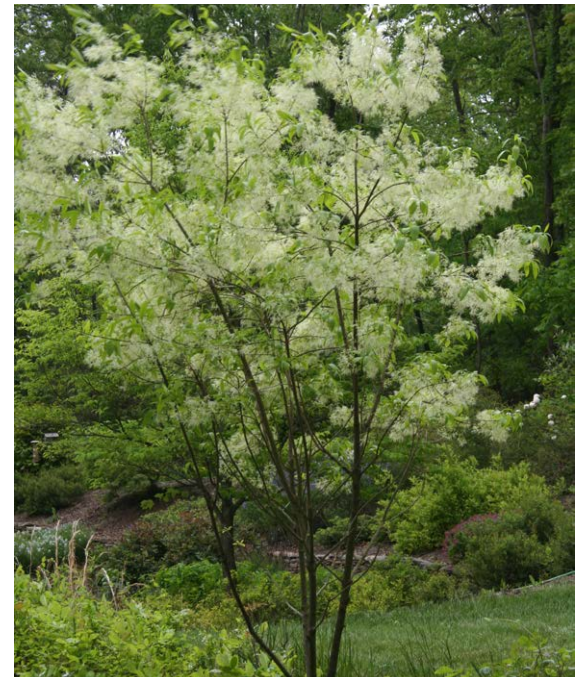
Amelanchier, Serviceberry



Vaccinium angustifolium, Tophat Blueberry Tophat



Monarda fistulosa, Bergamot



Chionanthus virginicus, Fringe Tree



Pycnanthemum muticum, Mountain Mint



Rudbeckia Maxima, Large Coneflower

initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

COMMUNITY GARDEN CONCEPT

PICNIC PAVILION SITING

- out of floodplain and utility corridor
- convenient and inviting to all visitors

GARDEN BUILDING SITING

- approximately in existing barn location
- aligns with garden pathways
- screens parking from garden

SITE ADJUSTMENTS

- pedestrian path re-routed and expanded to allow for easier circulation throughout garden
- stabilized stone screenings or mulch patio at river for resting to take advantage of view
- new low gateways at all garden paths to signify entry and provide uniformity
- natural playscape elements added to engage visiting children with natural materials and imaginative play

COMPOST MAKING AREA WITH 4' HIGH FENCE SURROUND

PARKING / PERMEABLE PAVING

GARDEN BUILDING

WOODCHIP STORAGE

MAIN PATHWAYS TO BE 4 FT WIDE, GARDEN PATHS TO BE 2 FT WIDE, COMPOSED OF STABILIZED GRAVEL SCREENINGS OR WOODCHIPS

PICNIC PAVILION

RE-ROUTED GARDEN PATH

NATURAL PLAYSCAPE

EDIBLE + POLLINATOR PLANTING

RAISED GARDEN BEDS

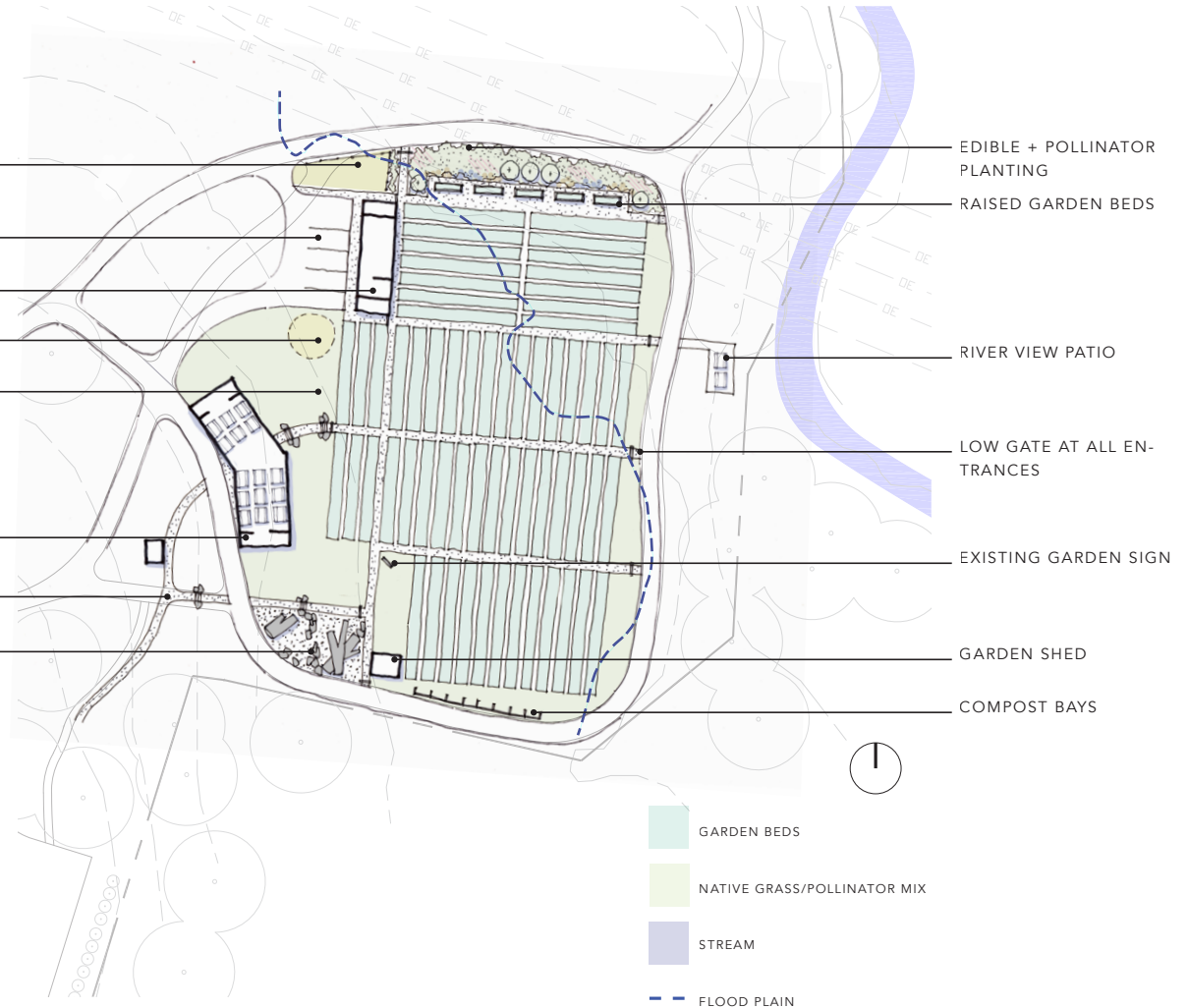
RIVER VIEW PATIO

LOW GATE AT ALL ENTRANCES

EXISTING GARDEN SIGN

GARDEN SHED

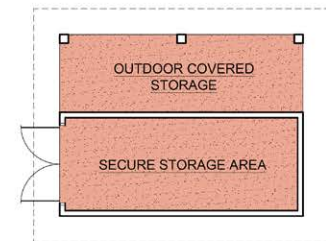
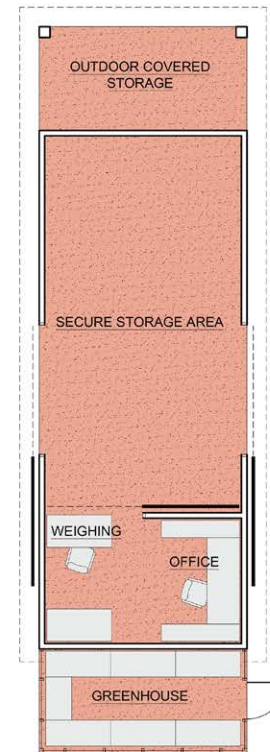
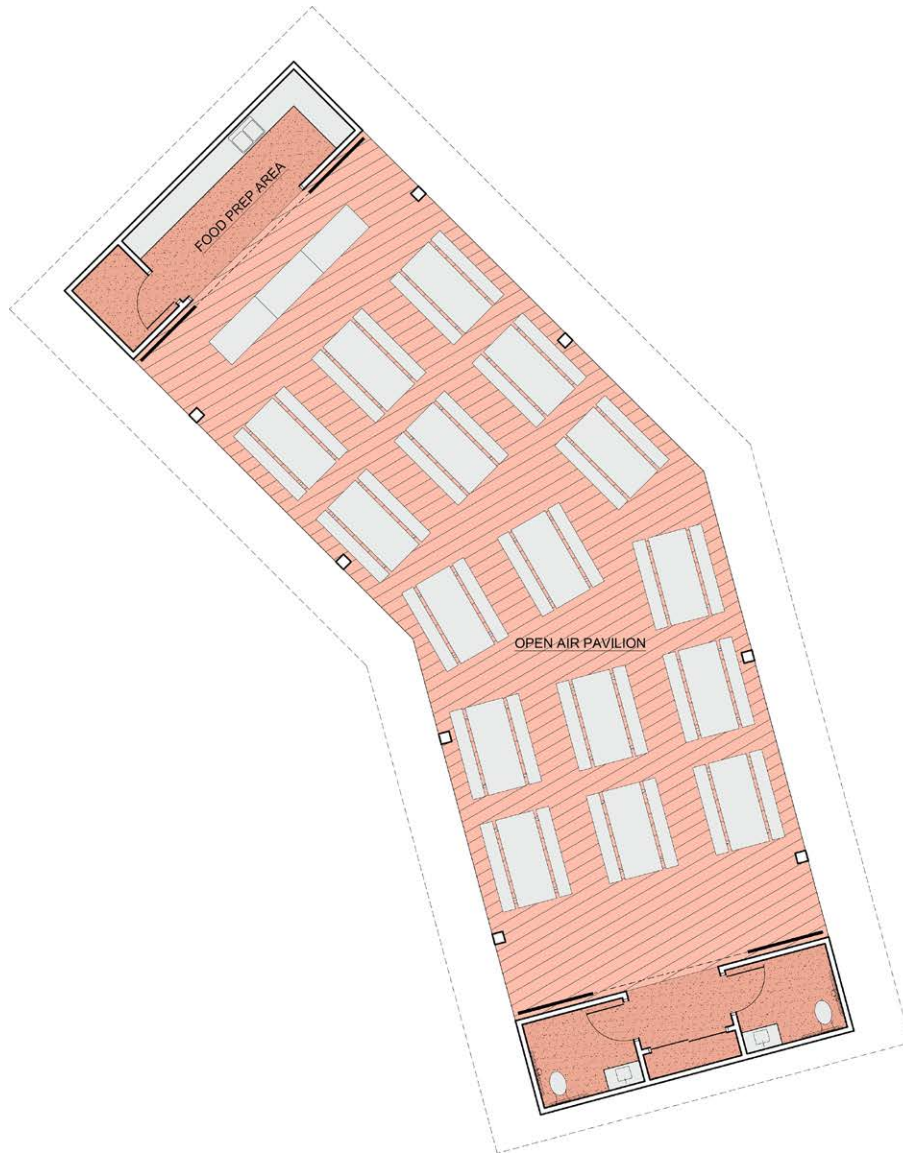
COMPOST BAYS



initial concepts **John Wilson Community Garden**

WHAT IT COULD BE LIKE

BUILDING CONCEPTS



 FLOOR PLANS
1" = 10'-0"

initial concepts **John Wilson Community Garden**

Children + Friends Preschool

WHAT IT COULD BE LIKE

PRESCHOOL CONCEPT 1

GENERAL PROGRAMMING

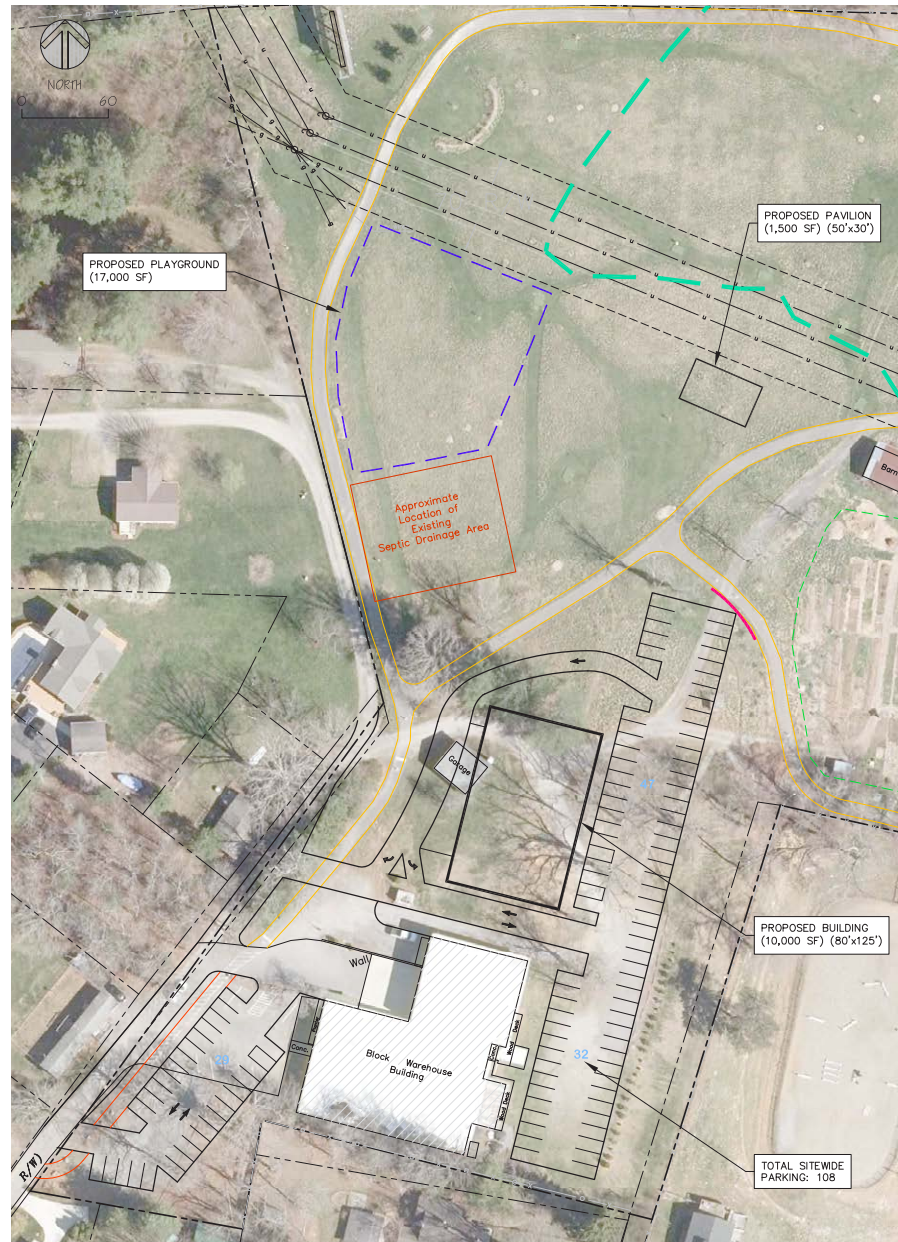
- 10,000 sf Daycare facility
- 17,000 sf Playground
- Additional parking
- Vehicular Drop-off

HIGHLIGHTS

- Compact development footprint
- Best use of existing infrastructure (ex: parking)
- Building proximity promotes cross programming and shared parking
- No development within 100 yr floodplain
- No development within utility easement
- Building pulled away from transmission lines and I-40

SITE IMPACT

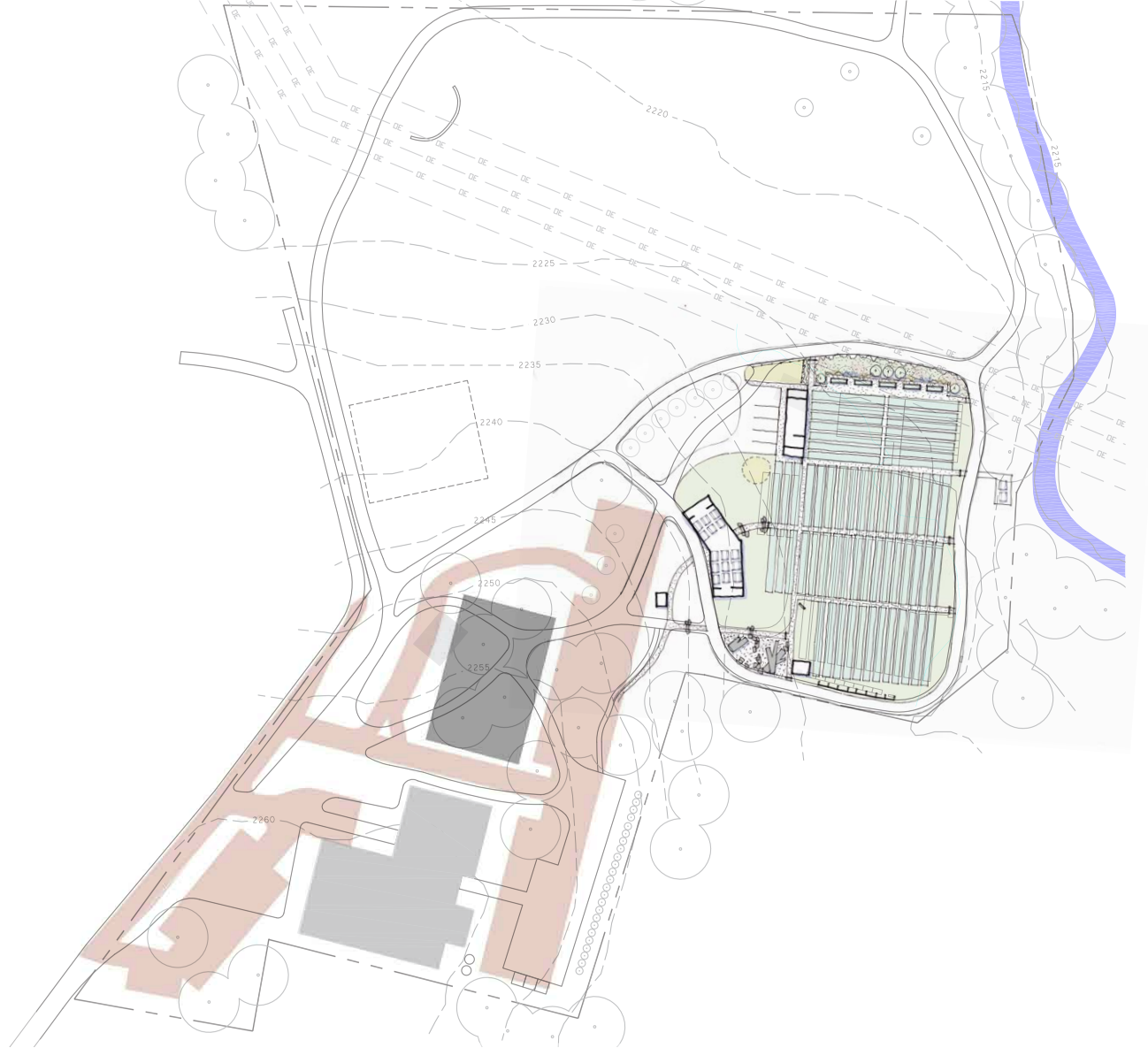
- Removal of trees at top of the hill
- Removal of garage
- Minimal impact to greenway
- Minimizes impact to park facilities
- Will require retaining wall to maintain pathway alignment
- Will require offsite sewer extension across Flat Creek



initial concepts **Children and Friends Preschool**

WHAT IT COULD BE LIKE

GARDEN CONCEPT + PRESCHOOL CONCEPT COMBINED



initial concepts **Children and Friends Preschool**

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Interlocal Agreement - First Due Size-Up software

AGENDA INFORMATION

Agenda Location:	NEW BUSINESS
Item Number:	8B
Department:	Fire Department
Contact:	John Wilson, Fire Chief
Presenter:	Ronald E. Sneed, Town Attorney

BRIEF SUMMARY: Buncombe County negotiated to acquire First Due Size-Up software which allows interdepartmental communications and situation information to be more readily available to fire and rescue workers, but left part of the payment to the separate departments to pay. Weaverville took the lead to purchase the software and the agreement provides for each department to pay a share of that cost, with the cost to Black Mountain for the first six months of the license being \$911.58, reimbursing Weaverville. The software is part of the 911 system and will also benefit the Black Mountain Police Department.

MOTION FOR CONSIDERATION: To approve the Interlocal Agreement and to direct the Town Manager to execute the agreement for the town.

FUNDING SOURCE: General fund

ATTACHMENTS: Interlocal Agreement

MANAGER'S COMMENTS AND RECOMMENDATIONS:

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF BUNCOMBE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the 1st day of March, 2019, by and between the **TOWN OF WEAVERVILLE** ("Town"), and **BUNCOMBE COUNTY RESCUE SQUAD, FAIRVIEW FIRE DEPARTMENT, BLACK MOUNTAIN FIRE DEPARTMENT, WEST BUNCOMBE FIRE DEPARTMENT, SWANNANOA FIRE DEPARTMENT, WEAVERVILLE FIRE DEPARTMENT, REYNOLDS FIRE DEPARTMENT, ENKA FIRE DEPARTMENT, RICEVILLE FIRE DEPARTMENT, UPPER HOMINY FIRE DEPARTMENT, REEMS CREEK FIRE DEPARTMENT, BARNARDSVILLE FIRE DEPARTMENT, JUPITER FIRE DEPARTMENT, LEICESTER FIRE DEPARTMENT, FRENCH BROAD FIRE DEPARTMENT, WOODFIN FIRE DEPARTMENT, SKYLAND FIRE DEPARTMENT, BROAD RIVER FIRE DEPARTMENT, AND GARREN CREEK FIRE DEPARTMENT** (collectively "the departments");

WHEREAS, First Due Size-Up is a software program that provides immediate and valuable information to aid fire and rescue workers during emergency situations;

WHEREAS, all of the fire departments operating within Buncombe County and the Buncombe County Rescue Squad have determined that First Due Size-Up is a program that will have a significant benefit to emergency response in Buncombe County and the safety of the emergency responders ("Program");

WHEREAS, the City of Asheville Fire Department is already using the program and the remaining fire departments and Buncombe County Rescue Squad, all of which are a party to this Agreement, wish to implement the program so that it is available and in use throughout Buncombe County;

WHEREAS, at the urging of the Buncombe County Emergency Management Director, Buncombe County was attempting to secure the Program but has recently delayed its funding despite a well-negotiated and reasonable quote from Locality Media, Inc. and grant funds in the amount of \$7,000;

WHEREAS, the fire departments and Buncombe County Rescue Squad (collectively "the departments") wish to obtain the program at the discounted amount offered by Locality Media, Inc., but the discounted cost and grant funding apply only to a single invoice which cannot be broken out into separate invoices for each department;

WHEREAS, the Town of Weaverville has agreed to act as purchasing agent and secure the program for use by the fire departments upon the condition that the departments agree to reimburse the Town of Weaverville for such payment as set forth in this Agreement;

NOW, THEREFORE, the parties hereby agree to the following terms and conditions:

1. The Town of Weaverville agrees to act as a purchasing agent and enter into a contract with Locality Media, Inc. d/b/a First Due Size-Up, for the initial term and for an additional 6 month term at the same or lower rate should Buncombe County not take over the purchasing of the program, subject to the right of the Town of Weaverville to terminate at any time in its sole discretion.
2. The contract amount of the First Due Size-Up Program for the initial term is \$24,320 which will be broken down into an invoice to be paid by the Town of Weaverville on behalf of the departments in the amount of \$17,320.00 and a separate invoice reflecting the grant in the amount of \$7,000.
3. The departments agree that they will each equally share in the amount to be paid by the Town of Weaverville with the amount of \$911.58 being due from each for the initial term.
4. Based on such agreement the Town of Weaverville will secure the Program on behalf of the departments upon the condition that each department pay its equal share by reimbursing the Town of Weaverville.
5. Each department must make payment to the Town of Weaverville within 30 days of receiving a request for payment. If payment is not received within 30 days then a late penalty of \$50.00 will be due and payable along with the original amount due.
6. Failure of a department to pay as set forth in this Agreement will be deemed a default and the Town of Weaverville has the right to pursue any and all legal and equitable remedies including bringing a legal action for money owed and costs associated with the default, including reasonable attorney's fees.
7. Each department will use its best efforts to encourage Buncombe County to include the cost of the renewal of this Program within its budget or to increase fire tax rates for each department in order to cover the cost of the Program.
8. This Agreement will automatically expire and terminate on December 31, 2019, however, the Town of Weaverville reserves the right to terminate early in its sole discretion.
9. This Agreement represents any and all agreements between the parties and contains all of the agreements on this matter. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Facsimile or electronic versions of this agreement shall have the same legal effect as an original. This Agreement cannot be amended unless the amendment is reduced to writing and signed by all parties.
10. This Agreement is binding upon and inure to the benefit of the parties, their successors and assigns. Nothing in this Agreement is intended, nor deemed, to confer any benefits on any third party nor shall such person or entity have any right to seek, enforce or recover any right or remedy under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Interlocal Agreement as of the effective date written above.

TOWN OF WEAVERVILLE

By: *Selena D. Coffey*
SELENA D. COFFEY, Town Manager

By signing below, you acknowledge that you have the authority to enter into this Agreement on behalf of your department and/or non-profit corporation under which your department operates and to obligate your department to the terms contained herein:

BUNCOMBE COUNTY RESCUE SQUAD: *Phil P. Kelly*

FAIRVIEW FIRE DEPARTMENT: *C. Jeff Auger*

BLACK MOUNTAIN FIRE DEPARTMENT: *Fran V. Wilson*

WEST BUNCOMBE FIRE DEPARTMENT: *[Signature]*

SWANNANOA FIRE DEPARTMENT: *Ronald W. Highlands*

WEAVERVILLE FIRE DEPARTMENT: *Phil William*

REYNOLDS FIRE DEPARTMENT: *Paul A. Smith PRESIDENT*

ENKA-CANDLER FIRE DEPARTMENT: *Howard V. Belyk for ECFR for \$911.58 first*

RICEVILLE FIRE DEPARTMENT: *[Signature]* - *due package.*
3/14/19
HS

REEMS CREEK FIRE DEPARTMENT: *Michelle Q. Winslow, President*

UPPER HOMINY FIRE DEPARTMENT: *[Signature] - Fire Chief*

BARNARDSVILLE FIRE DEPARTMENT: *Kevin Mundy*

JUPITER FIRE DEPARTMENT: *John D. Allen*

LEICESTER FIRE DEPARTMENT:

Christopher J. Brown

FRENCH BROAD FIRE DEPARTMENT:

Matthew Sh...

WOODFIN FIRE DEPARTMENT:

Jeff Angel

SKYLAND FIRE DEPARTMENT:

[Signature]

BROAD RIVER FIRE DEPARTMENT:

Brent Hayner

~~GARDEN CREEK FIRE~~

DEPARTMENT:

Z:\Fire\Interlocal Agreement - First Due Size-Up Program - February 2019.docx

2

Garner

This Interlocal Agreement identifies the Black Mountain Fire Department as a party, but the Black Mountain Fire Department is a department of the Town of Black Mountain, which is the proper entity to enter into this interlocal agreement.

The Town of Black Mountain, acting through its Board of Aldermen, has approved this Agreement and directed its Town Manager to execute the agreement on behalf of the Town.

Date: _____

JOSH HARROLD, Town Manager

CAPITAL PROJECT ORDINANCE #O-19-09
RIVERWALK GREENWAY CAPITAL PROJECTS FUND AMENDMENT

BE IT ORDAINED by the Governing Board of the Town of Black Mountain, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

Section 1. The project authorized involves constructing a new multi-use path from the existing Flat Creek Greenway trailhead to the existing Riverside Greenway (behind the Bi-Lo store) and an extension west near NC Highway 9, which ultimately will connect with the Oaks Trail and Veterans Park.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the agreement documents, and the budget contained herein.

Section 3. At this time, the following amounts have been appropriated and expended for the project:

	BUDGET	ACTUAL
Professional Services	<u>\$230,000</u>	<u>\$163,257</u>
TOTAL	<u>\$230,000</u>	<u>\$163,257</u>

Section 4. And, the following revenues have been budgeted and actuals received:

	BUDGET	ACTUAL
NCDOT Grant – EB-5547	\$120,000	\$118,297
Town Matching Fund	<u>\$110,000</u>	<u>\$270,000</u>
TOTAL	<u>\$230,000</u>	<u>\$388,297</u>

Section 5. The Town has an agreement in place with the NCDOT (Project EB-5547) (see attachment) to provide an additional \$1,607,000 in grant funding for this project. This agreement requires the Town to contribute \$401,750 as a match (20% of the total \$2,008,750). The following Capital Projects Fund budget amendment is needed to update the Project.

EXPENDITURE BUDGET

Professional Services	\$720,000
Capital Outlay	<u>\$1,208,750</u>
TOTAL	<u>\$1,928,750</u>

REVENUE BUDGET

NCDOT Grant – EB-5547	\$1,607,000
Contribution from Buncombe County	\$133,000
Town Matching Funds	<u>\$188,750</u>
TOTAL	<u>\$1,928,750</u>

Section 6. The Finance Officer is hereby directed to maintain within the Capital Project Fund (Fund 6400, Riverwalk Greenway Capital Projects Fund) sufficient specific detailed accounting records to satisfy the requirements of the funding agency and their agreements. The term of the agreement also shall be met.

Section 7. The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Board.

Section 9. Copies of this capital project amendment shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and Finance Officer for direction in carrying out this project.

Adopted this 8th day of April, 2019

Don Collins, Mayor

Josh Harrold, Town Manager

Dean Luebbe, Assistant Town Manager/Finance Director

ATTEST:

Angela Reece, Town Clerk

NORTH CAROLINA
BUNCOMBE COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 3/9/2017

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5547

AND

WBS ELEMENTS: PE 51045.1.1

ROW 51045.2.1

TOWN OF BLACK MOUNTAIN

CON 51045.3.1

OTHER FUNDING:

FEDERAL-AID #: STPDA-1302(62)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$1,607,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the Town of Black Mountain, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 11/9/2015, entered into a certain Project Agreement for the original scope: constructing a new multi-use path from existing Flat Creek Greenway trailhead to existing Riverside Greenway near Riverside Park and an extension west near NC 9 and existing culvert, programmed under Project EB-5547; and,

WHEREAS, the Municipality has requested reimbursement for eligible ROW and Construction costs and extend the completion date of the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

2. SCOPE OF PROJECT

The Project consists of constructing a new multi-use path from existing Flat Creek Greenway trailhead to existing Riverside Greenway near Riverside Park and an extension west near NC 9 and existing culvert.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Right of Way
- Utilities
- Construction

3. FUNDING

The Department's original participation was \$120,000. The Department agrees to reimburse the Municipality eighty-percent (80%) of eligible costs up to an additional \$1,607,000 of STP-DA funds. The Municipality will provide \$401,750 as the non-federal match for the additional funds. The Municipality shall also provide all costs that exceed the total estimated costs per the revised funding table below:

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Original Agreement (STP-DA)	\$120,000	80%	\$30,000	20%
Supplemental Agreement (STP-DA)	\$1,607,000	80%	\$401,750	20%
Total Estimated Cost		\$2,158,750		

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of PE authorization, or 10/14/2021. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; and neither Party shall utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List. Furthermore, each Party that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 11/9/2015, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF BLACK MOUNTAIN

BY: Angela Recce

BY: C. Michael Sobol

TITLE: Town Clerk

TITLE: Mayor

DATE: March 23, 2017

DATE: 3-23-2017

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by C. Michael Sobol, Mayor (Governing Board) of the Town of Black Mountain as attested to by the signature of Angela Recce, Clerk of the Town of Black Mountain (Governing Board) on 3-23-2017 (Date)



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

C. Michael Sobol, Mayor
(FINANCE OFFICER) Debra

Federal Tax Identification Number

56-600-1182

Remittance Address:

Town of Black Mountain

160 Midland Ave.

Black Mountain, NC 28711

DEPARTMENT OF TRANSPORTATION

BY: Michael H. H.
(CHIEF ENGINEER)

DATE: 4/12/17

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 4-6-2017 (Date)

EXPENDITURES

		6400-5400-040		6400-5400-730	
		Prof Serv		Capital	
		Budget	Actual	Budget	Actual
FY16	10/23/2015				
FY17	8/16/2016	150,000		-	
FY17	9/28/2016				
FY17	12/31/2016		147,871		-
FY17	6/13/2017	80,000		-	
FY18	3/6/2018				
FY19	11/27/2018				
FY19	3/14/2019		15,386		-
		230,000	163,257	-	-

FY19	4/8/2019	720,000	1,208,750
(proposed budget amendment)			
FY19	4/8/2019	950,000	1,208,750
(balances after budget amendment)			
Project totals			2,158,750

REVENUES

6400-3710-709		6400-3915-936		6400-3915-935	
NCDOT Grant		Contribution from Bunc C		Transfer from GF	
Budget	Actual	Budget	Actual	Budget	Actual
					30,000
120,000				30,000	
	118,297				80,000
				80,000	
					80,000
					80,000
120,000	118,297	-	-	110,000	270,000

1,607,000	133,000	188,750
1,727,000	133,000	298,750
		2,158,750

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Budget Amendment for Riverwalk Greenway #FY2019-19.

AGENDA INFORMATION

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

BRIEF SUMMARY: The Town has recently resumed activity on the Riverwalk Greenway project. The proposed project amendment updates the project as of April 8, 2019, with all approved agreements. It should be noted that an additional supplemental agreements exists for \$2,730,000, which the Town is working with the NCDOT to be combined with the existing approved agreement of \$2,158,750.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-19 as submitted, increasing expenditure and revenue accounts in fund 6400 (Riverwalk Greenway Capital Projects Fund) by \$1,928,750.

FUNDING SOURCE: N/A

ATTACHMENTS: Budget Amendment #FY2019-19.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

Budget Amendment # 2019-19
Fiscal Year 2018-2019

Dept.	Account #	Account Name	Debit	Credit	Comments
	6400-5400-040	Prof Serv	720,000		Budget update to Riverwalk
	6400-5400-730	Capital Outlay	1,208,750		Greenway CPF
	6400-3710-709	NCDOT Grant		1,607,000	at 4-8-19.
	6400-3915-936	Contribution from BC		133,000	
	6400-3915-935	Transfer from GF		188,750	

Totals:	1,928,750	1,928,750
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BD #

Entered By:

Journal #

Fiscal Yr

Approved By:

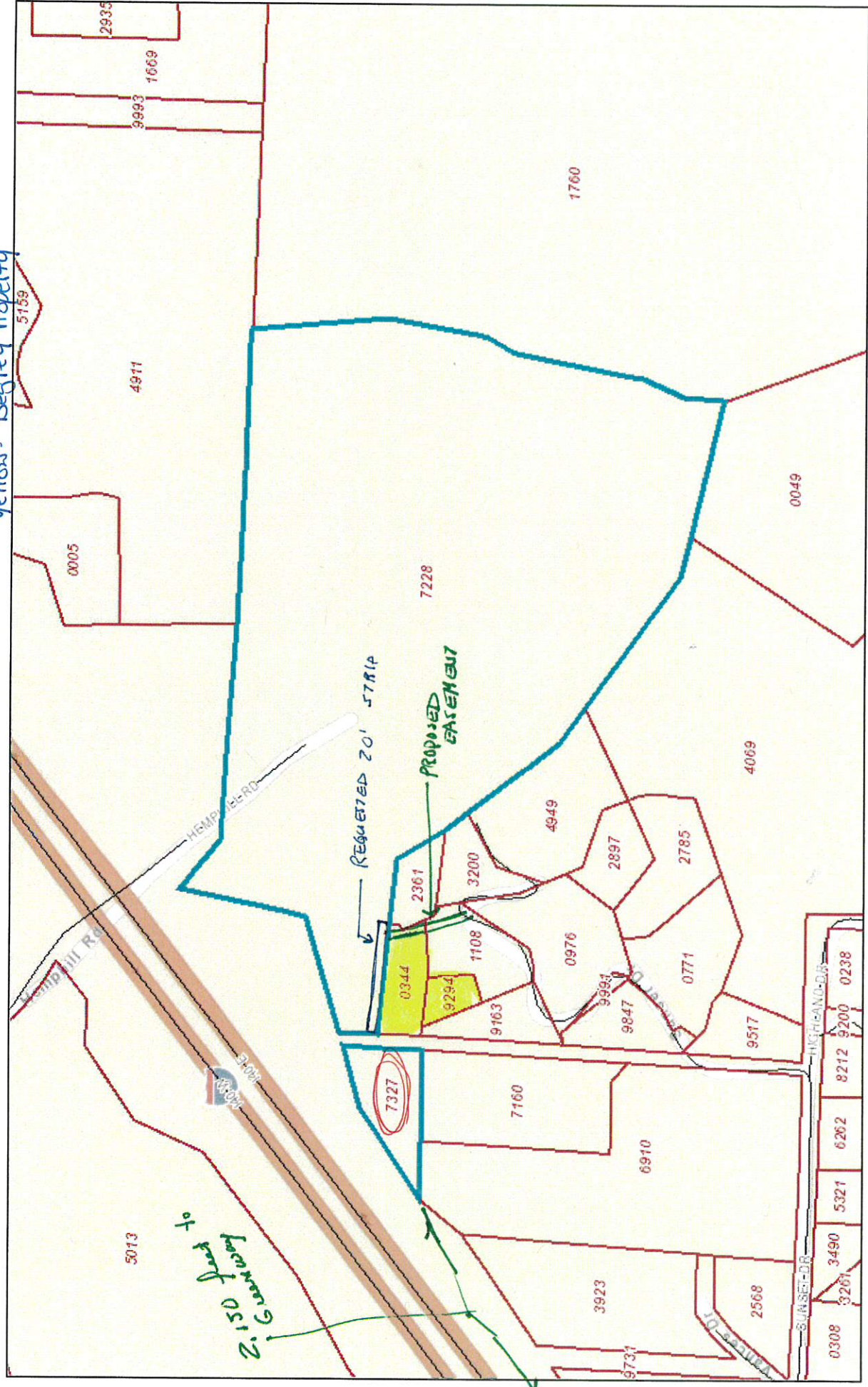
Date

Date

ITEM 8E Hemphill Property

Buncombe County

Blue = Hemphill Property
Green = Proposed Easement
Yellow = Begley Property



April 4, 2019

BEGLEY PROPERTY

1:4,514
0 0.0375 0.075 0.15 mi
0 0.05 0.1 0.2 km

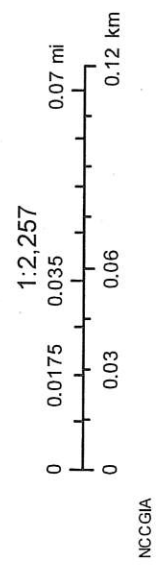
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

ITEM 8E

Buncombe County



March 12, 2019



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Public Hearing to Close the Remainder of an Unopened, Platted Portion of First Street
#R-19-06

AGENDA INFORMATION

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

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

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

MOTION FOR CONSIDERATION:

1. To open the public hearing for **Resolution #R-19-06** to Close Remaining Unopened, Platted Street known as First Street.
2. To close the public hearing.
3. To approve **Resolution #R-19-06** for the street closure.

FUNDING SOURCE: N/A

ATTACHMENTS: **Resolution #R-19-03**, Map, Planning Board Petition

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve **Resolution #R-19-06** as presented.

Town of Black Mountain
North Carolina

Date: Sept 24, 2018

TO THE BOARD OF ALDERMEN OF THE
TOWN OF BLACK MOUNTAIN

We, the undersigned, being ~~(some)~~ the Town of Black Mountain Planning Board ~~(all)~~ of the owners of the property adjoining the street or alley described below, do hereby petition the Board of Aldermen of the Town of Black Mountain, to close the following described street or alley:

the remaining un-opened portion of First Street (off of Blue Ridge Assembly Drive)

75' x 40'

The undersigned petitioners do certify that the closing of the above described street or alley will not be contrary to the public interest and that no individual owning property in the vicinity of said street or alley, and if it is located in a subdivision, no individual owning property in said subdivision, will be deprived of reasonable means of ingress and egress to his/her property.

The following persons, in addition to the petitioners, own property adjoining the above described street or alley:

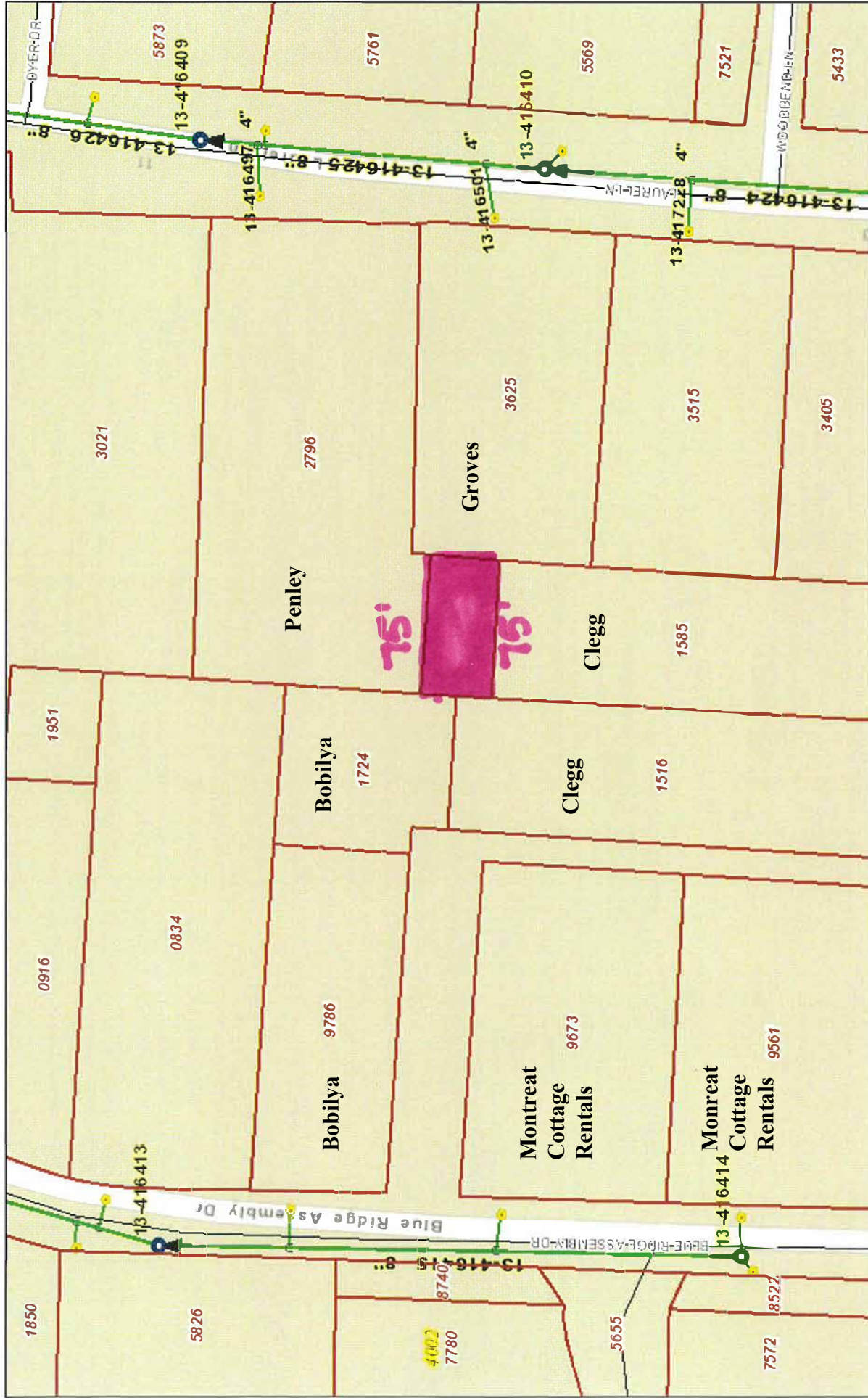
<u>NAME</u>	<u>ADDRESS</u>
<u>Andrew & Kirsten Bobilya</u>	<u>34 Blue Ridge Assembly Dr</u>
<u>Charles & Katherine Clegg</u>	<u>9999 Blue Ridge Assembly Dr</u>
<u>Charles & Katherine Clegg</u>	<u>9999 Blue Ridge Assembly Dr</u>
<u>Karen Groves</u>	<u>9999 Laurel Avenue</u>
<u>Max & Edith Penky</u>	<u>15 Laurel Lane</u>

WHEREFORE, your petitioners respectfully request the Board of Aldermen of the Town of Black Mountain to adopt a resolution ordering the closing of the above described street or alley.

Witness our signatures the day and year first above written.

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
<u>The Town of Black Mtn Planning Board</u>		
<u>For</u>	<u>Against</u>	
<u>Peter Vazquez</u>	<u>Lisa Milton</u>	
<u>Jennifer Willet</u>		
<u>Pam Norton</u>		
<u>Jesse Gardner</u>		
<u>Michael Raines</u>		
<u>Scott Reed</u>		

Unopened Portion of First Street



February 12, 2019

The highlighted 75' portion of unopened right-of-way was recommended to be closed by the Planning Board at their September 2018 regular meeting.

RESOLUTION #R-19-06

RESOLUTION TO CLOSE REMAINING UNOPENED, PLATTED PORTION OF FIRST STREET, PLAT BOOK 19, PAGE 45

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

WHEREAS, the Planning Board for the Town of Black Mountain did recommend that the remainder of the street be closed; and

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

WHEREAS, the remaining unopened, platted portion of First Street to be closed is more particularly described as follows:

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

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

WHEREAS, the Board of Aldermen of the Town of Black Mountain considered the above referenced request at its regular meeting at 6:00 p.m. on the 11th day of February, 2019 and for good cause shown, the Board of Aldermen declared its intent to close the described remaining unopened, platted portion of First Street; and

WHEREAS, a copy of the resolution adopted by the Board of Aldermen at their February 11, 2019 meeting was published in the Black Mountain News for four (4) consecutive weeks; and

WHEREAS, notice of the adoption of the resolution of intent and the public hearing on the closing of the described remaining unopened, platted portion of First Street was posted at two prominent places along said street no later than February 20, 2019; and

WHEREAS, the Planning Board, by a vote of 6-1, joined in the petition to close the remaining unopened, platted portion of First Street; and

WHEREAS, a public hearing was held to received public comment at the regular meeting of the Board of Aldermen in the Board meeting room in the Town Hall Building on Monday, April 8, 2019 at 6:00 p.m.; and

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

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

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

I move the adoption of the foregoing resolution:

Alderman

READ, APPROVED AND ADOPTED, this the 8th day of April, 2019.

ATTEST:

Don Collins, Mayor

Angela Reece, Town Clerk

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

BoA Regular
Session
February 11, 2019

RESOLUTION OF INTENT # R-19-03

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

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

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

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

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

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

DESCRIPTION:

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

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

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

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

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

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

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

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

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

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

I move the adoption of the foregoing resolution:

Alderman Larry. B. Harris

READ, APPROVED AND ADOPTED, by a vote of 5 to 0 this the 11th day of February, 2019.

ATTEST:

Don Collins, Mayor



Angela Reece, Town Clerk

Josh Harrold, Town Manager

Published in Black Mountain News weeks of 02/21/19, 02/28/19, 03/07/19, 03/14/19

LEGAL NOTICE CHECKLIST

NOTICE TEXT: Resolution of Intent to Close Remaining Portion of First Street

Legal Notice Prepared	☒	Date: 01/29/19 Initials: JT
Legal Notice Posted on Board	☒	Date: 02/13/19 Initials: AR
Legal Notice Sent to Jessica	☒	Date: 01/29/19 Initials: JT
Legal Notice Sent to Angela	☒	Date: 01/29/19 Initials: JT
Legal Notice Sent to Paper	☒	Date: 02/12/19 Initials: AR

Publish in Black Mountain News weeks of 02/20/19, 02/27/19, 03/07/19, 03/14/19

Affidavit of Publication Requested	☒	Date: 02/12/19 Initials: AR
Legal Notice Attached to Agenda	☒	Date: 04/07/19 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

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: April 8, 2019

SUBJECT: Public Hearing for Text Amendments to Definitions for Bed and Breakfast Homes and Inns **#O-19-06**

AGENDA INFORMATION

Agenda Location: PUBLIC HEARING
Item Number: 9B
Department: Planning and Development Services
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:

1. To open the public hearing for ***Ordinance #0-19-06*** for amendments to definitions of bed and breakfast homes and inns.
2. To close the public hearing.
3. To adopt the Statement of Consistency as presented [or as amended].
4. To adopt ***Ordinance #O-19-06*** as presented [or as amended].

FUNDING SOURCE: N/A

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

MANAGER'S COMMENTS AND RECOMMENDATIONS: To adopt ***Ordinance #O-19-06*** as presented [or as amended].



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

Monday, April 8, 2019 at 6:00 p.m.

The Black Mountain Board of Aldermen will meet on **Monday, April 8, 2019 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to definitions (bed and breakfast homes and inns).

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 03/18/19
Published in the Black Mountain News 03/28/19 and 04/04/19*

www.townofblackmountain.org

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.: 0003458910
Pymt Method Invoice
Net Amt: \$115.58

Run Times: 2

No. of Affidavits: 0

Run Dates: 03/28/19, 04/04/19

Text of Ad:



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

Monday, April 8, 2019 at 6:00 p.m.

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The meeting is open to the public.

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Posted to the Town Bulletin Board
03/18/19

Published in the Black Mountain News
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www.townofblackmountain.org
0003458910

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 seven 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
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 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

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).)

Minutes Follow
this Section



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

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, March 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, March 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 - absent
Alderman Ryan Stone
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
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 March 11, 2019 regular session and made the following changes. Item 5H, Budget Amendment for Contract Services (Benchmark Planning) #FY2019-17 was moved to NEW BUSINESS as new Item 8E. New Item 8F, Black Mountain Ave. Sidewalk. New Item 8G, Cheshire Lighting Contract. New Item 8H, Employee Water Benefit.

Mayor Don Collins opened the meeting. Assistant Town Manager, Dean Luebbe presented the proposed agenda to the Board of Aldermen. Deacon Levon Lindsey of Mills Chapel will give the invocation.

Town Manager, Josh Harrold discussed **Item 5C**, Budget Amendment for HR Attorney Services (Roberts & Stevens) #FY2019-14 stating this amendment is necessary to reflect payment made to the firm for work completed on the employment policy. Manager Harrold stated the Attorney and staff have been working on the updated policy and plan to submit it to the Board at their April meeting.

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

Town Manager, Josh Harrold discussed **Item 5D**, Budget Amendment for Swannanoa River Enhancements to Veterans Park FY2019-15 stating this amendment is necessary to reflect the grant match payment for engineering services to correct streambank erosion at Veterans Park. Manager Harrold reminded everyone the Town received a Pigeon River Grant and stated the Town's match was \$5,000.

Town Manager, Josh Harrold discussed **Item 5F**, Call for Public Hearing for Text Amendments to Definitions Section (Bed and Breakfast Homes and Inns) stating this amendment is being petitions by a bed & breakfast owner requesting the number of guest rooms be increased to 6 rooms.

Town Manager, Josh Harrold discussed **Item 5G**, Resolution Authorizing Signer to Sign Payroll and Accounts Payable Checks stating this resolution is necessary to authorize this activity moving forward.

Town Manager, Josh Harrold discussed **Item 5H**, Budget Amendment for Contract Services (Benchmark Planning) stating there is a line item in the current budget allocating \$10,000 for a part time building inspector. Manager Harrold stated it has been difficult to find a person or firm to perform this type of work on a contract type basis. Manager Harrold stated Benchmark Planning contracts zoning enforcement services and recommended utilizing the budgeted funding to assist with zoning enforcement this spring. Alderman Ryan Stone recalled conversations with the former manager and board regarding the need for a part time position in the Planning Department and stated he feels this item should be discussed under New Business. Alderman Stone stated he still favors the part time position and said he envisioned the position as someone who could learn from the current building inspector, learn the ins and outs of the community, and achieve the certifications to fill the full time building inspection position when available. This will be **NEW Item 8E**.

Town Manager, Josh Harrold discussed **Item 8A**, Selection of Accounting Firm to conduct Fiscal Year 2019 Audit. Manager Harrold stated the Town has utilized Gould Killian for a number of years and said it is good practice to bid out the service. Manager Harrold stated the Town has received three proposals and Gould Killian was one of them along with Mauldin Jenkins and Martin Starnes. Manager Harrold stated Mauldin & Jenkins was the lowest bid at \$21,000 followed by Martin Starnes at \$24,000 then Gould Killian at \$27,000. Manager Harrold and Assistant Town Manager Dean Luebbe stated their recommendation would be Mauldin & Jenkins.

Town Manager, Josh Harrold discussed **Item 8B**, Property Inquiry at 206 Sutton Ave. stating the gentleman who owns the building at that location has inquired if the Town would have interest in selling a small section of property abutting his building. Manager Harrold stated he did advise any property sales would be public and subject to bidding. Alderman Larry B. Harris stated he has reservations about selling any green space but would like to ensure the vegetation is trimmed to accommodate the building owner.

Town Manager, Josh Harrold discussed **Item 8C**, 2019 Local Government Records Retention & Disposition Schedule stating the General Local Records Retention Schedule has been universally updated in March. Manager Harrold stated the update supersedes previous standards on **all** local schedules published prior to March 1, 2019. The complete retention and disposition schedule can be viewed and downloaded on the State Archives of NC website.

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

Town Manager, Josh Harrold discussed **Item 8D**, I40 Blue Ridge Road Interchange Design stating representatives from NCDOT will present information from the public input meeting to the Board and seek direction as to which design is the most preferred. Alderman Ryan Stone requested sidewalk information to be provided during the presentation as well.

Town Manager, Josh Harrold presented a request from the Swannanoa Valley Museum requesting to install a compass in one of the vacant tree wells in front of the Museum in the sidewalk at their expense. A photo of the design was shared with the Board and Manager Harrold stated this information is being presented to the Historic Preservation Commission for their comments. Board members agreed to allow the compass to be placed in the sidewalk pending no objection from the Historic Preservation Commission.

Town Manager, Josh Harrold stated it was time to schedule budget workshops and the Board agreed to hold their first workshop on ***Thursday April 25, 2019 at 8:30 a.m. at 160 Midland Ave. Black Mountain NC 28711.***

Town Manager, Josh Harrold discussed information regarding the River Walk Phase II Greenway design as it relates to sidewalks on Black Mountain Ave. Manager Harrold stated the Greenway Project is roughly about \$300,000 and the Town's match is approximately \$60,000. Manager Harrold stated the rough estimate for sidewalk installation on Black Mountain Ave. is approximately \$51,000 without a curb and with a curb would be \$61,000. Manager Harrold stated the Greenway project would allow a wider path and different route and is dependent on the project timeframe. Manager Harrold stated if the Board prefers a quicker method for access to the downtown area the sidewalk is an option. Mayor Collins and Alderman Larry B. Harris stated they are in favor of proceeding with a sidewalk to provide access to the downtown area sooner rather than later. Board members agreed to add this as **NEW Item 8F** to discuss.

Town Manager, Josh Harrold discussed information regarding an annexation request off of Red Plum Lane (Black Mountain Estates) stating this location is in the East Buncombe Fire District and we currently provide fire services. Manager Harrold stated annexing the property would produce approximately \$21,486 in property tax revenue but said we would lose \$7,800 in fire tax revenue and another \$2,200 for garbage pickup. Alderman Larry B. Harris stated he has concerns maintenance of the steep roadway and snow removal. Board members agreed. Manager Harrold stated he will notify the requestor the Board is not in favor of annexing but will advise them they may proceed with a petition if they choose.

Town Manager, Josh Harrold presented information regarding a lighting contract with Cheshire Master Association Inc. stating Interim Manager Ron Moore began discussions regarding this contract which has been in place since 2003 which has automatically renewed each year without Board action. Interim Ron Moore notified the Cheshire Association that the Town will no longer continue to pay for their street lighting per that contract as it is contradictory to the street lighting policy that is currently in place. Manager Harrold stated the street lighting policy has been in place since 1998 and said it would be equitable to reimburse street lighting at the cost the Town would pay per the policy. Attorney Ron Moore stated the concern at the time this agreement was terminated by Interim Manager Moore was maintenance of the fixtures that were installed which were above and beyond the minimum lighting standards as well as the number of lights. Attorney Sneed stated Cheshire was installing nicer lights and poles closer together than the 600 feet the policy allows and discussed with the Board the intent of the policy stating language is necessary to clarify what the Town will pay for. Mayor Collins and Alderman Larry B. Harris stated the

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

policy should mirror what the street lighting policy allows for to ensure equity to the tax payers. Board members agreed to discuss this further in New Business as **NEW Item 8G**.

Alderman Ryan Stone discussed a letter from the Town Manager to town employees regarding a water benefit for employees who reside in town stating it has come to his attention that the Manager has notified some employees that their free water benefit was being terminated in April. Alderman Stone stated he would like to know what prompted the action, what responses were received from the School of Government, and if any alternatives were being considering for employees who live in town. This item was added under NEW Business as **New Item 8H**.

Alderman Larry B. Harris moved to adopt the agenda as amended.

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

There was no further discussion on the agenda.

There being no further discussion, on a motion by Vice Mayor Maggie Tuttle with a vote of 4-0 Mayor Don Collins adjourned the meeting at 6:41 p.m.

ATTEST:

Angela L. Reece, Town Clerk

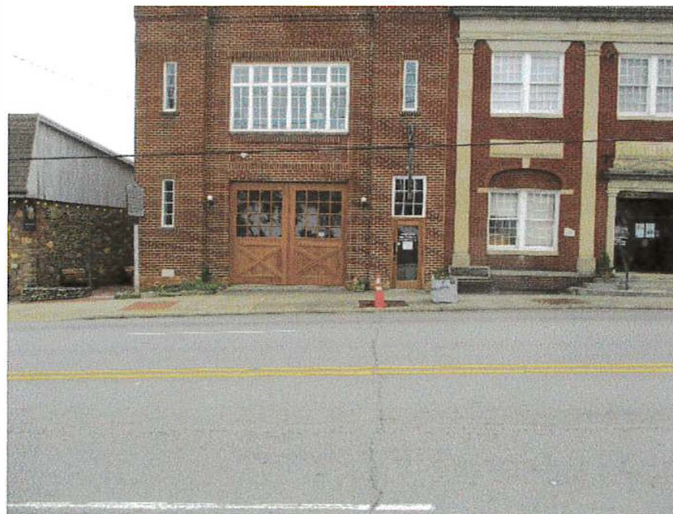
Don Collins, Mayor

Request from the
Swannanoa Valley Museum & History Center

Old tree pocket in front of museum



Picture from across the street







TOWN OF BLACK MOUNTAIN

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

Date: **March 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.*

 **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 reminded citizens to turn off their cell phones and to remain quiet during meetings so everyone could hear.

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

2. PROCLAMATION AND AWARD RECOGNITION

- A.** Litter Sweep Proclamation - Mayor Collins proclaimed April 6, 2019 as Spring Litter Sweep in the Town of Black Mountain. Mayor Collins encouraged citizens to take part in the town wide cleanup.
- B.** Teacher of the Year Proclamation - Mayor Collins proclaimed March 11, 2019 as Heather Martin Day in the Town of Black Mountain. Mrs. Martin was recognized for receiving the 2019 Teacher of the Year Award from McDowell High School.

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.

Elaine Loutzenheiser of Black Mountain addressed the Board of Aldermen requesting consideration of Padgettown Road repairs to be included in the FY2019-20 budget.

Susan Leive of Black Mountain addressed the Board of Aldermen regarding STR's (short term rentals) in town. Mrs. Leive stated the exact number of STR's in Black Mountain are unknown and said her concerns were for safety, equity and preserving neighborhood character and asked the Board of Aldermen to task the Planning Board to look at the STR issue and the potential impacts it could have on the town.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

- A.** Black Mountain Beautification Committee Annual Report – *Libba Fairleigh*

Libba Fairleigh presented the Annual Black Mountain Beautification Report to the Board of Aldermen which is attached to and made part of these minutes. Mayor Collins and the Board of Aldermen thanked the Beautification Committee for their hard work in making the town a beautiful place.

- B.** Black Mountain Public Works Annual Water Report- *Jamey Matthews, Director*
Public Works Director Jamey Matthews presented the annual Black Mountain Public Works Water Report which is attached to and made part of these minutes.

- C.** Black Mountain Pickle Ball Club– *Jerry Bryson*
Jerry Bryson presented a video presentation to the Board of Aldermen regarding pickle ball as a sport in Black Mountain asking the Board to consider funding a dedicated area for the Black Mountain Pickle Ball club to play.

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

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 February 2, 2019 (Special Call Meeting), February 7, 2019 (Agenda Session), February 7, 2019 (Closed Session), February 11, 2019 (Regular Session), and February 21, 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.*

Manager Harrold stated this amendment is necessary to begin the repairs and paving to the Flat Creek Greenway.

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.*

Manager Harrold stated this amendment is necessary to begin the engineering to prepare for streambank restoration in Veterans Park.

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.*

Manager Harrold stated this amendment is necessary to reflect an insurance settlement awarded to the Town resulting from damage to a police vehicle.

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- 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.*

Manager Harrold stated this amendment has been applied for by an individual in the community asking for amendments to this section.

- G. Authorizing Signer to Sign Payroll and Accounts Payable Checks **#R-19-05**

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

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 - NONE

8. NEW BUSINESS

- A. Selection of Accounting Firm to Conduct FY19 Audit

Manager Harrold stated the Town has utilized Gould Killian for a number of years and said the Town has received three proposals, Gould Killian, Mauldin Jenkins and Martin Starnes. Manager Harrold stated Mauldin & Jenkins was the lowest bid at \$21,000 followed by Martin Starnes at \$24,000 then Gould Killian at \$27,000. Manager Harrold and Assistant Town Manager Dean Luebbe stated their recommendation would be Mauldin & Jenkins. Alderman Larry B. Harris stated it is a healthy practice to rotate auditor services every few years and said he was in favor.

Vice Mayor Maggie Tuttle moved 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. The motion was approved by a vote of 5-0.

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B. Property Inquiry, 206 Sutton Ave.

Manager Harrold stated the Town has received an inquiry regarding a small parcel (15'x50') of town owned property at 206 Sutton Ave. from Dennis Harvey. Mr. Harvey addressed the Board of Aldermen and stated he would like to purchase the property to enhance his business by placing chairs and tables in the space for patrons. Aldermen Larry B. Harris stated he feels there is always a reservation of selling public property and stated he was personally not inclined to sell the property. Alderman Harris encouraged Mr. Harvey to work with staff for any issues of tree trimming of the trees on the property in question. Alderman Carlos Showers concurred with Alderman Harris. The Board took no action regarding this inquiry.

C. 2019 Local Government General Records Retention & Disposition Schedule

Manager Harrold stated the NC Department of Cultural and Natural Resources has revised their schedule. The Town currently disposes of records according to this schedule and will need to adopt the amended schedule.

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

D. I-40 Blue Ridge Road Interchange Design

Steve Cannon, Division Project Development Engineer with NCDOT presented the I-4409 Proposed Blue Ridge Road Interchange and Blue Ridge Road/ NC 9 Intersection Improvements presentation to the Board of Aldermen which is made part of and included in these minutes. Mr. Cannon discussed the feedback from the public input meetings and stated the majority of public comments indicated a preference for Alternate Design #2, citing less impacts and navigability. Mr. Clark stated Alternate Design #3 was the second choice. Mr. Cannon stated once the Board chooses their preferred design further engineering will be conducted to produce a final design. Board members discussed safety of roundabouts and inquired regarding the stop light at the US Highway 70/Blue Ridge Road intersection. Mr. Cannon stated the intersection will have a designated left turn lane onto Highway 70 for safety. Mr. Cannon stated this project is now slated for construction in 2022 due to funding. Alderman Larry B. Harris stated it was significant to him that the public comments aligned with Alternate Design #2 and said he supports their wishes and will endorse this design.

Alderman Ryan Stone inquired regarding sidewalk and pedestrian improvements within this project. Mr. Cannon stated the NCDOT will replace existing sidewalks at 100% cost and will partner with the Town to include sidewalks at 80/20 matching percentage. Mr. Cannon stated this project would cost the Town approximately \$20,000 to \$30,000 to include sidewalks and would need to be approved through a municipal agreement which will be included in the final design. Alderman Stone stated this is not an opportunity to pass up to expand our pedestrian services. Mayor Collins and fellow board members agreed.

***Alderman Larry B. Harris moved to accept Alternate Design #2 including
pedestrian and bicycle infrastructure.***

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

The video presentation may be viewed by visiting the [Town's website](#) and selecting the video corresponding to this meeting. The presentation begins at 1:08 in the video.

E. Budget Amendment for Contract Services (Benchmark Planning)

#FY2019-17

Manager Harrold stated the intent of the budgeted funding was to hire someone to assist the building inspector and to prepare for succession planning in the future. Manager Harrold stated it has proven difficult to find a qualified individual for this amount of funding and said he recommended utilizing this funding for code enforcement to assist planning staff during the busy spring time. Manager Harrold stated he will be recommending additional funding to hire a part time building inspector in the new budget. Alderman Ryan Stone inquired if hiring outside code enforcement was absolutely necessary to assist planning staff at this time. Manager Harrold stated staff could get by without it but said it would help. Alderman Stone stated he favors succession planning and supports a part time building inspector.

Alderman Carlos Showers 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.

The motion was approved by a vote of 4-1 with Alderman Stone voting against.

F. Black Mountain Ave. Sidewalk

Manager Harrold recalled discussions in the agenda meeting regarding the cost to construct sidewalks on Black Mountain Avenue stating the rough estimate is approximately \$51,000 without a curb and with a curb would be \$61,000. Manager Harrold stated the project could begin as soon as funds are allocated and weather permits pending Board approval. Alderman Carlos Showers confirmed the sidewalk would be installed on the less invasive side of the road and would tie into the sidewalk section already in place across the bridge to the new hotel. Alderman Larry B. Harris stated he was in favor of proceeding with sidewalks in that area to improve and link all of downtown together. The board directed Manager Harrold to bring back estimates for approval.

G. Cheshire Lighting Contract

Attorney Ron Sneed stated he has prepared an agreement to provide lighting in Cheshire only to the extent that would be provided elsewhere in town which is a light at each intersection and a light every 600 feet. The agreement is attached to and made part of these minutes.

Vice Mayor Maggie Tuttle moved to approve the Cheshire Lighting Contract as presented.

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

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H. Employee Water Benefit

Manager Harrold address the Board of Aldermen stating he became aware of a situation where the town may be operating outside its authority by offering free water to 16 employees who live within town limits and one non-employee. Manager Harrold offered a solution to provide this benefit in an equitable manner to all full time employees by allocating a \$20.52 raise. Manager Harrold stated the cost would be \$21,125. Manager Harrold confirmed the employees receiving free water were paying MSD sewer fees. Vice Mayor Tuttle inquired how long this benefit has been given in this manner and as far as anyone could recollect at least 40 years. Manager Harrold stated he was unable to find any documentation or policy regarding it. Alderman Stone stated it was not the Manager's intent or the Board's intent to take away a benefit and said he was pleased of the proposal to make the employees whole. Mayor Collins stated he agreed and feels it is more equitable to all employees in an appropriate manner. The Board directed Manager Harrold to bring a budget amendment back before the Board for approval. Alderman Stone discussed continuing to provide the benefit as is until the budget amendment was approved in the coming weeks. Alderman Larry B. Harris disagreed citing the legal advice from the Town Attorney and UNC School of Government to discontinue offering this benefit in the current manner. Town Attorney Ron Sneed recommending holding a special call meeting to address this issue. *(A special call meeting was held on Wednesday March 20, 2019 at 5:30 p.m.)*

Mayor Collins briefly recessed the meeting at 7:45 p.m. The meeting was reconvened at 7:52 p.m.

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

***Alderman Carlos Showers moved to open the public hearing on Ordinance #O-19-05 for Text Amendments to Add Graffiti Ordinance.
The motion was approved by a vote of 5-0.***

Planning Director Jessica Trotman stated provide accountability and responsibility to perpetrators to offenders as well as property owners. Director Trotman stated 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. Director Trotman stated care was taken to be considerate of property owners who have been victimized by graffiti and said language contained in the ordinance allows the property owners additional time for cleanup if they are seeking out resources to assist them. Board members discussed property owner consent of the perpetrator to come remove graffiti. Attorney Sneed stated he would revise the draft to include this provision. Police Chief Shawn Freeman asked if requiring restitution could be added.

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Lisa Milton of Black Mountain addressed the Board of Aldermen with concerns of removal of graffiti by the perpetrator and obtaining consent from property owners for entry onto the property by the perpetrator to clean up the graffiti. Ms. Milton stated her concern was having language inserted to protect the victim of the crime and asked the Board to remove the option for the perpetrator to remove the graffiti and instead add language to assess the perpetrator a cost of removal. Ms. Milton also discussed the removal of the civil penalty upon cleanup and stated she feels perpetrators intentionally vandalize property by placing graffiti on it and she said she feels penalties should never be forgiven. Ms. Milton also requested a clearer definition of “violation”. Ms. Milton stated this ordinance has provisions to forgive the perpetrator and not the property owner.

Attorney Sneed defined a violation as any one marking in total is a violation. Police Chief Shawn Freeman stated criminal damage to property does not distinguish between one single letter versus a moniker across the entire building and said it is one charge per occurrence. Alderman Larry B. Harris stated he was not comfortable with the language requiring the perpetrator back onto property even with consent. Alderman Harris also made a suggestion to include a clause in the ordinance to create a trust fund to match fines collected to assist the property owners in cleanup costs. Attorney Sneed stated he will revise the proposed draft.

Alderman Larry B. Harris moved to recess the public hearing until the next regularly scheduled meeting to be held on Monday April 8, 2019 at 6:00 p.m. at 160 Midland Ave. Black Mountain.
The motion was approved by a vote of 5-0

10. COMMUNICATION FROM STAFF

- A. Town Attorney – None at this time.
- B. Josh Harrold - Manager Harrold reminded the public to attend the Blue Ridge Road Small Area Plan meeting at Meadowbrook Baptist Church on Thursday March 14, 2019 at 5:30 p.m. and 6:00 p.m. Manager Harrold also reminded the public of the upcoming budget workshop on April 25, 2019 at 8:30 a.m.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Larry B. Harris commented on the earlier budget amendment regarding HR Attorney services and stated the Board maintains full confidence in the Town Attorney and said it is a highly specialized area in which the Board thought it prudent to engage services to update the personnel policy manual.

Black Mountain Board of Aldermen
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12. ADJOURNMENT

*Alderman Carlos Showers moved to enter into closed session to consult with the town attorney, as permitted in NCGS § 143.318.11(a)(3) at 8:20 p.m.
The motion was unanimously approved by a vote of 5-0.*

*Alderman Carlos Showers moved to return to open session at 8:27 p.m.
The motion was unanimously approved by a vote of 5-0.*

*Alderman Larry B. Harris moved to direct the Town Attorney to proceed with any and all legal avenues to remedy and correct the dilapidated building belonging to Mr. Rick Watson located at 1599 Grovestone Rd. Black Mountain NC 28711
The motion was unanimously approved by a vote of 5-0.*

There being no further business, on a motion made by Vice Mayor Maggie Tuttle and with a vote of 5-0, Mayor Don Collins adjourned the meeting at 8:29 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor

**Presentation to the Board of Alderman
March 11, 2019**

Thank you for inviting us to give our annual Black Mountain Beautification Committee report.

The Beautification Committee has been serving the Black Mountain community for 19 years. Our mission and vision statement guides us and inspires us through all our activities. Our Mission Statement says it all: *The people of Black Mountain possess a cherished tradition of honoring the natural beauty of the surrounding mountains, all the while seeking to reflect that beauty on the streets and in the lives of its citizens.*

As our committee works around town either in garden sites or tending to plant containers, we often receive praise from locals and visitors on how nice the Town looks. We are often asked, How do we get so much accomplished? That person may only see us as one committee, but we have the support from all of you, Public Services, and a strong support system throughout this community.

We have a growing committee membership of over 60 Black Mountain residents. Our committee members are active in many ways, whether it's attending our monthly board meeting, maintaining garden sites, fulfilling officer roles or working on other projects. Our members are the backbone of the Beautification Committee and without them, our ideas would not take root.

The following are some our accomplishments this fiscal year:

- 1) We take great pride in maintaining the 20 public garden sites in the historic district. One or more members are assigned to care for a site by planting, weeding, mulching, and watering the beds. Each site has a new custommade aluminum garden sign which displays our active community spirit.
- 2) Twelve members of the committee are dedicated to maintaining the garden beds at Town Square by planting, weeding, and mulching. In addition, we ask all our committee members to come to our spread-the-mulch party in Spring, to weed extra in June so that Town Square has a weed free 4th of July, and to help in Fall with a general cleanup of the beds.
- 3) Twice a year, we re-design the gardens in the 42 plant containers in downtown of Black Mountain. With the help from Public Services who water the containers, members maintain the containers weekly.

- 4) This past fall we partnered with the Horticultural program from the Swannanoa Correctional Center for Women. Several women from this class were honored to be selected to design and plant 2 of the containers. These containers are by The Dripolator and Trailhead Restaurant.
- 5) We have a monthly column in Black Mountain News. We have knowledgeable gardening writers who educate and encourage others to garden. Our articles are getting additional coverage by being published in the Asheville Citizen-Times and on other websites. Our web site is at www.blackmountainbeautification.org. Our articles are posted monthly to the site. In addition, all of the information you would ever want to know about us is on this web page.
- 6) We also use Facebook to publicize our upcoming events and what's new in town. so please go to our Facebook page and like us!
- 7) In August, we finalized our grant requirements with the Appalachian Regional Commission. We enjoyed partnering and working with you on this grant. Now with the installation of 42 plant containers, personalized town benches, and a watering cart that Public Works designed, our vision is realized in the historic district.
- 8) In September Joyce Black-Woerz and Pat Ward, two of our members, revamped the Cherry Street public restroom building and garden site. Pat Ward gave a fresh coat of paint to the exterior wood of the building. The wood served as a canvass for Joyce Black-Woerz to paint her amazing mountain scene mural which now brings additional beauty to Cherry Street. They generously donated their time and talent to give this gift of beauty to all of us who live, work, or visit our town.
- 9) Two Saturdays a year, you may noticed a large number of orange bags around town. This is a community effort as we partner with Kiwanis Club and other local organizations to clean-up our town during our Spring and Fall Litter Sweep events. The next Litter Sweep is Saturday, April 6.
- 10) Most people think it's fall when the leaves change colors. But we see it as when Rocky & Rockettee, the funcrows, and the spider make an appearance in Town Square. These fall figures are created by our talented committee. We also partnered with the teachers and children at the Black Mountain Primary School who created five funcrows. They were displayed at garden sites, Town Square, and welcome areas.
- 11) Before the Holly Jolly weekend started, we decked the garden sites, Town Square, and welcome areas with greenery, roping, and bows to bring the spirit of the holidays into the community.
- 12) We rounded out the year by joining local businesses and organizations at Deck the Trees. This was our first year designing, creating ornaments, and decorating a tree for this special event. As you know, all the money

raised goes to the Fuel Fund for the Swannanoa Valley Christian Ministry. Our tree was in the top five money raisers.

- 13) Annually, we sponsor the Seed Money Award which is granted to people and organizations that focus on gardening related projects in town that add a little something special. Applications are still being received; winners will be announced this month. Proceeds for this award come directly from our fundraising at the Black Mountain Garden Show & Sale.

We are so fortunate to have members who desire to make this town a better place, are inspired by these projects, and make it happen. All of these activities take time, energy, and financial support. Our time cannot be measured by just hands in the soil alone. We all know that beauty doesn't just happen, it takes a lot of time and energy to achieve the desired goal. Giving an hourly count to the work we do is difficult. But when you count all that we have listed and all of our members, our closest count is about 4500 hours. At minimum wage the town is saving over \$32,000. At \$10.00 an hour we save the town over \$45,000.

We thank you for your financial support as we do our work in town and we hope that we have been good stewards of your trust. However, not all the work we do is funded through your donation. We have learned to be creative with our fund raising and here are some of the ways that we raise other funds to help enhance the beauty of Black Mountain.

- Remember how Town Square used to look. Fast Forward 6 years. Joyce Black-Woerz recently released beautiful paintings of Town Square capturing the Spring, Summer, Fall, and Winter seasons. We are selling the note cards series and prints from the series.
- Our Holiday Greenery Fundraiser was successful as it paid for all the Holiday greenery and bows throughout the Town.
- The 14th Annual Garden Show and Sale will be for two days this year, Friday May 17 & Saturday 18. The garden sale begins on Friday at 4:00. Fees from the vendors and the ever-popular clothes line sale help to pay for our work in town. In addition, this year we will be having a raffle that we expect will bring in additional revenue.
- A note about the very popular Clothes Line Sale. Gardeners know to come to the Clothes Line Sale first before looking at plants as these special services, are sold quickly. We are offering unique services such as weeding your garden, floral arrangement, blue bird houses, homemade dinners, and so much more.
- Being an affiliate organization of the Parks and Greenways Foundation has enhanced our fundraising opportunities by allowing friends and community members to give us tax-deductible donations.

Here is what's on our committee "to do" list for this coming year:

- Continue ALL of the projects previously mentioned
- Working with the VFW, SVCM, Urban Forestry and other organizations in town
- We will be celebrating our 20th committee anniversary in 2020. We are calling it 20-2020 and we are already working on something special to commemorate this milestone.

We always say that our committee works well with others and we could not do all of this without:

- Mayor Don Collins, besides being the Mayor, we would not have a spider at Town Square without you
- Vice-Mayor Maggie Tuttle
- and The Board of Aldermen
- Employees of the Town of Black Mountain
- Jamey Matthews and his crew at Public Services
- Historic Preservation Commission
- Urban Forestry Commission
- Dr. John Wilson Community Garden
- Former Mayor Mike Sobol
- Jeff Seitz, Appalachian Creek Nursery
- Swannanoa Correctional Center for Women
- Kiwanis Club
- Walter Tolley
- Julia Burr
- Dan and Tekla Howachyn
- Blue Ridge Assembly
- Black Mountain News
- Black Mountain Primary School
- The Monte Vista Hotel
- Businesses of Black Mountain
- Rainbow Recycling
- Chamber of Commerce

These are just some of the folks that immediately come to mind but please accept our apologies if we inadvertently left anyone out.

We have received recognition for our work in many forms:
Being thanked and recognized at the commission appreciation luncheon.

Letters and emails from local residents

We receive many thanks from the community, business leaders, and visitors.

In the November issue of The Laurel of Asheville, our member, Joyce Black-Woerz, received recognition for painting The Mural on Cherry Street. It was especially striking to see her amazing mountain mural gracing the page of this magazine.

Our devotion to bringing beauty into our public areas that gives joy to the community and visitors is what makes our committee special. In this day and age, the inclusiveness of our community is unique and a gift to all of us. This is why we all call Black Mountain our home and we would like to thank you for your continued support.

Respectfully Submitted,
Kate Ramsey
Lyndell Noyes-Brownell
Co-Chairs
Black Mountain Beautification



Town of Black Mountain
Public Works Department
Annual Water Operations Report 2018

- **2018 Water Operations Projects**
 - Replaced taps on Cherry Street
 - Replaced 2" water line on S Ridgeway Ave
 - Replaced and extended 2" water line on Taft Street
 - Replaced Well Pumps #4 and #18
 - Generators at booster stations (Hemphill, Chapel, Old Toll)
 - Montreat Rd Valves

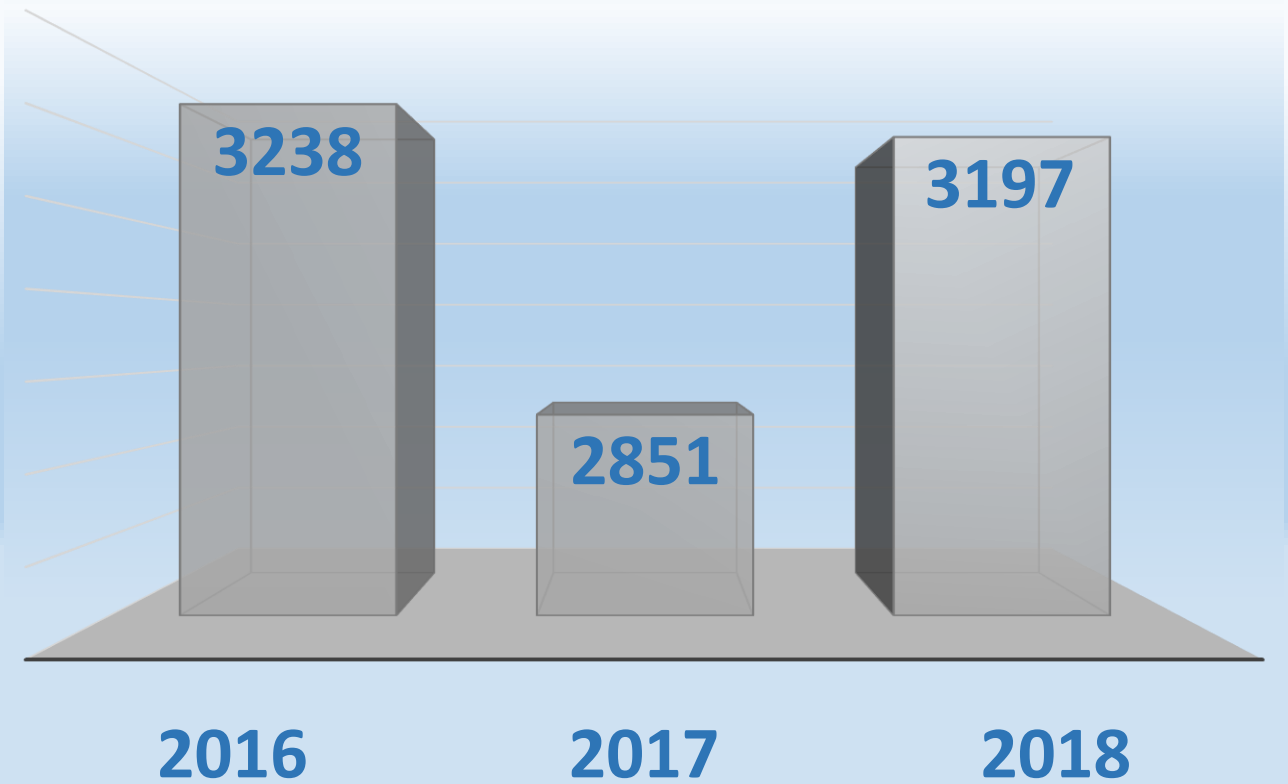
- **Work Orders Completed**

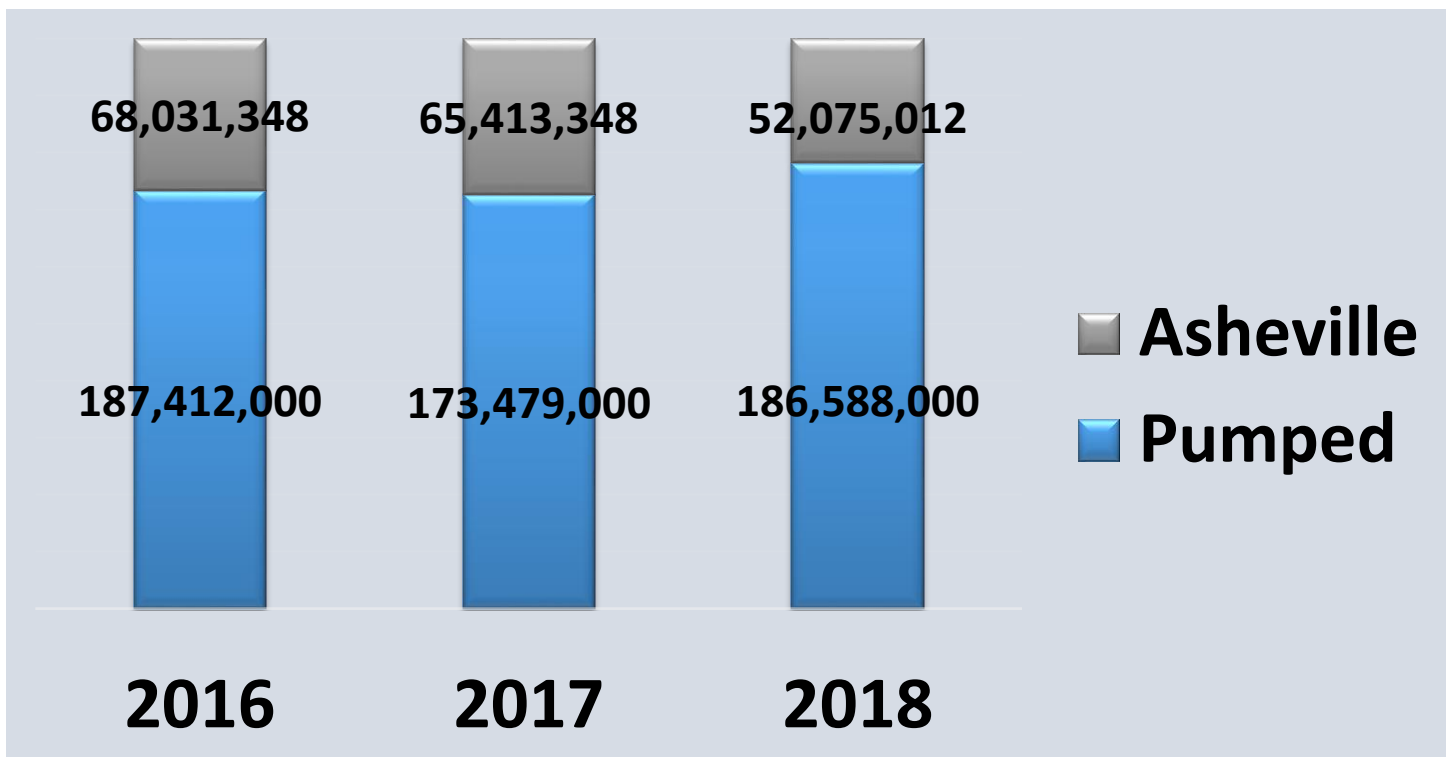
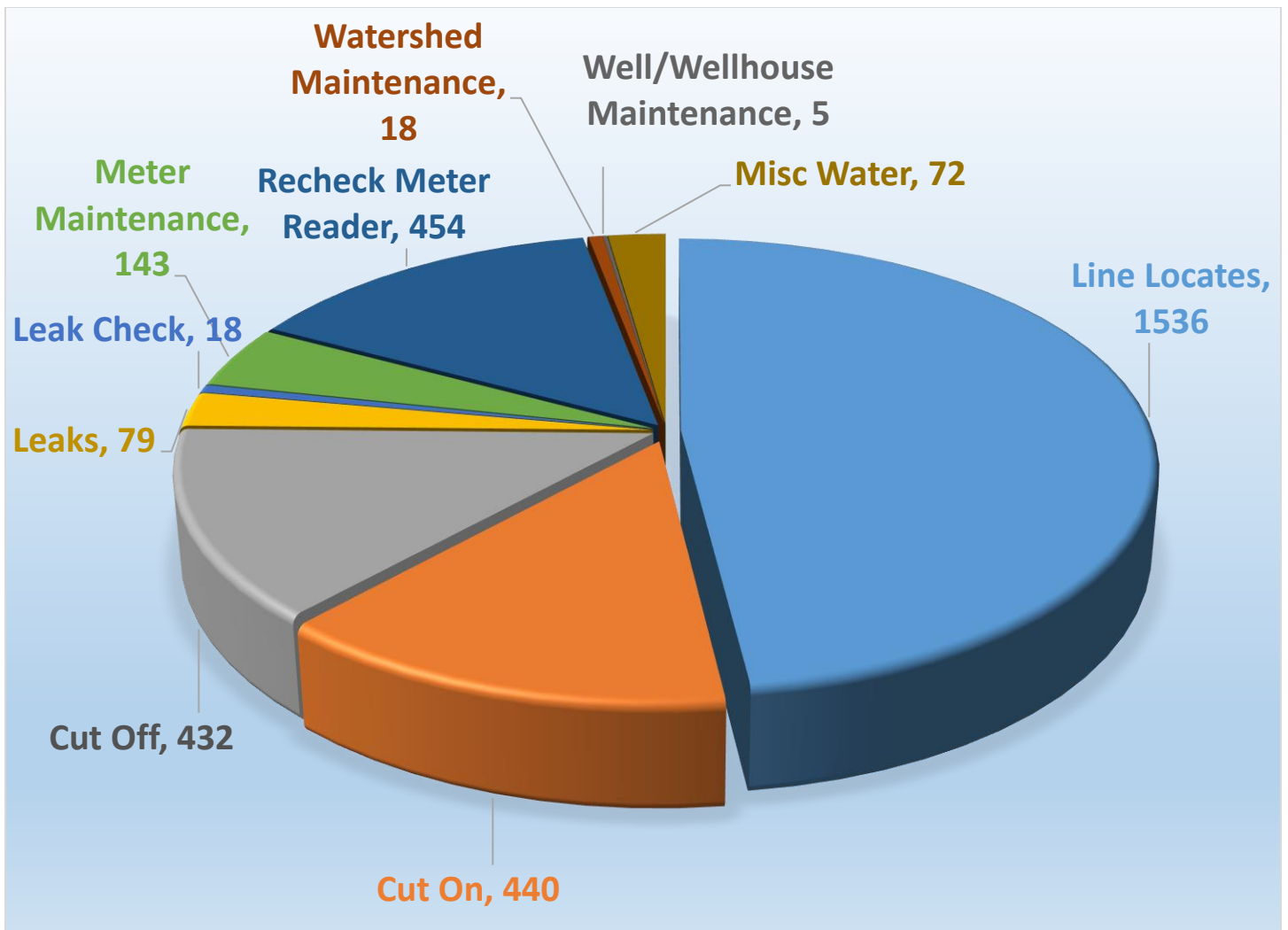
During 2018, the Public Works Department completed a total of 3197 water operations work orders. Below is a breakdown of the work orders completed.

Description

Line Locates	1536
Cut On	440
Cut Off	432
Leaks	79
Leak Check	18
Meter Maintenance	143
Recheck Meter Reading	454
Watershed Maintenance	18
Well/Wellhouse Maintenance	5
Misc. Water	72
Total	3197

Total Work Orders







NORTH CAROLINA

Department of Transportation



I-4409

Proposed Blue Ridge Road Interchange and Blue Ridge Road / NC 9 Intersection Improvements

TOWN OF BLACK MOUNTAIN

MARCH 11, 2019

I-4409 COMMENT SUMMARY

PROPOSED I-40/BLUE RIDGE RD (SR 2500) INTERCHANGE,
WIDENING OF BLUE RIDGE RD, &
ROUNDBOUT AT BLUE RIDGE RD/NC 9
Buncombe County
STIP No. I-4409, WBS 46388.1.1

PROJECT INFORMATION SUMMARY
JANUARY 23, 2019

Project Description

- Length: 0.23 miles
- Project limits: I-40 from just south of US 70 to Access Road, Blue Ridge Road/NC 9 intersection
- Right of Way Date: FY 2019
- Let Date: FY 2021

Purpose and Need

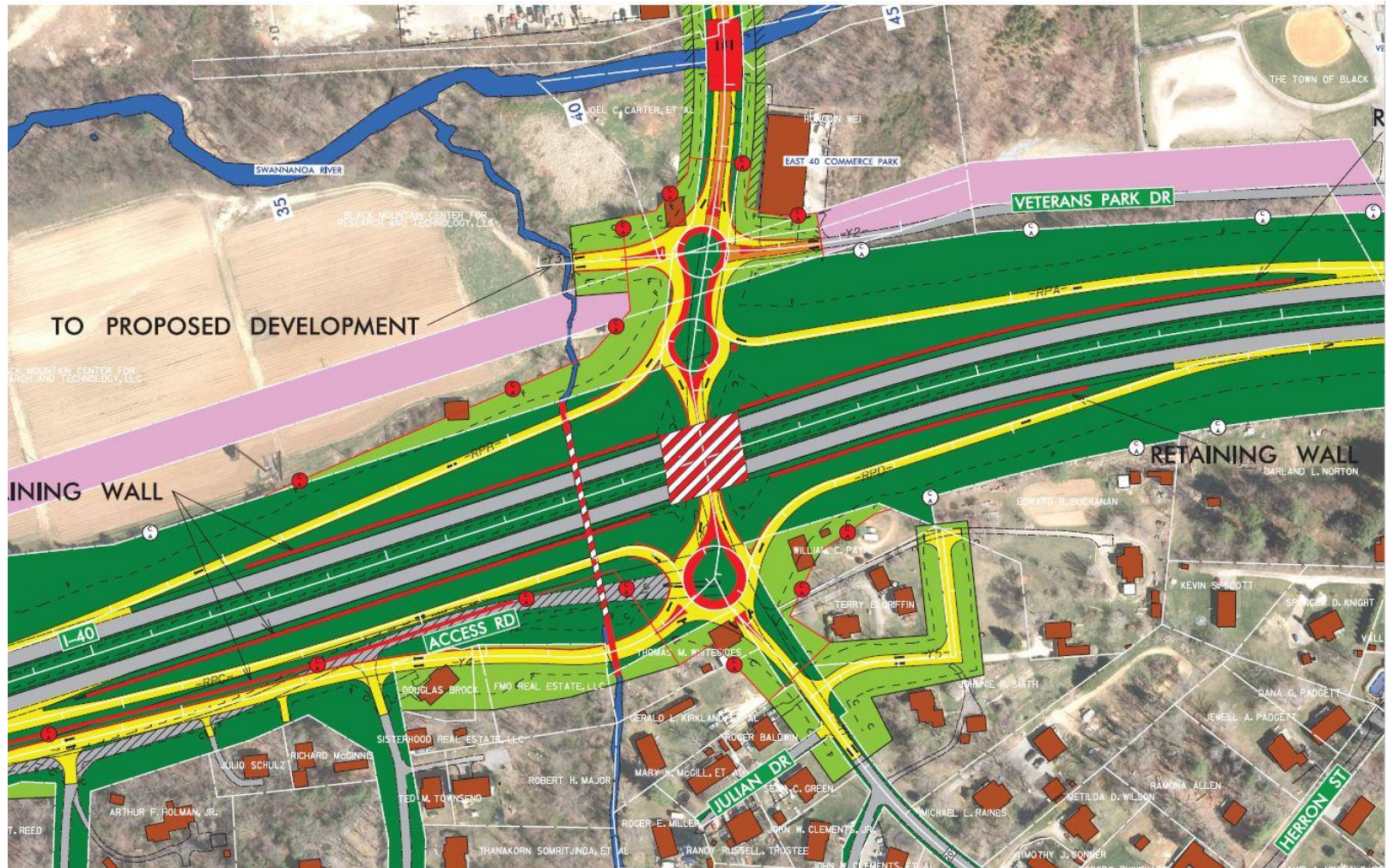
The purpose of this project is to provide increased connectivity, access, and mobility in the Black Mountain area. The project's need is based on projected traffic volumes and growth trends in the area. The project will help reduce congestion and truck volumes in downtown Black Mountain and reduce congestion at the nearby NC 9 interchange with I-40.

Public Comment Summary

- A total of 33 written comments were received from the public following the I-4409 December 13, 2018 public meeting.
 - 14 (42%) favor Alternative 2, citing less impacts and navigability
 - 7 (21%) favor Alternative 3, citing concerns about safety and Veteran's Park. However, of the 7, 3 noted Concept 2 was their next choice.
 - 12 (36%) miscellaneous comments (general support of the project, noise and aesthetic concerns, construction concerns, and property impacts)
- 13 (39%) of the 33 total comments expressed support for bicycle, pedestrian, and greenway facilities throughout the corridor, particularly connecting to Veteran's Park and the future Avadim facility.

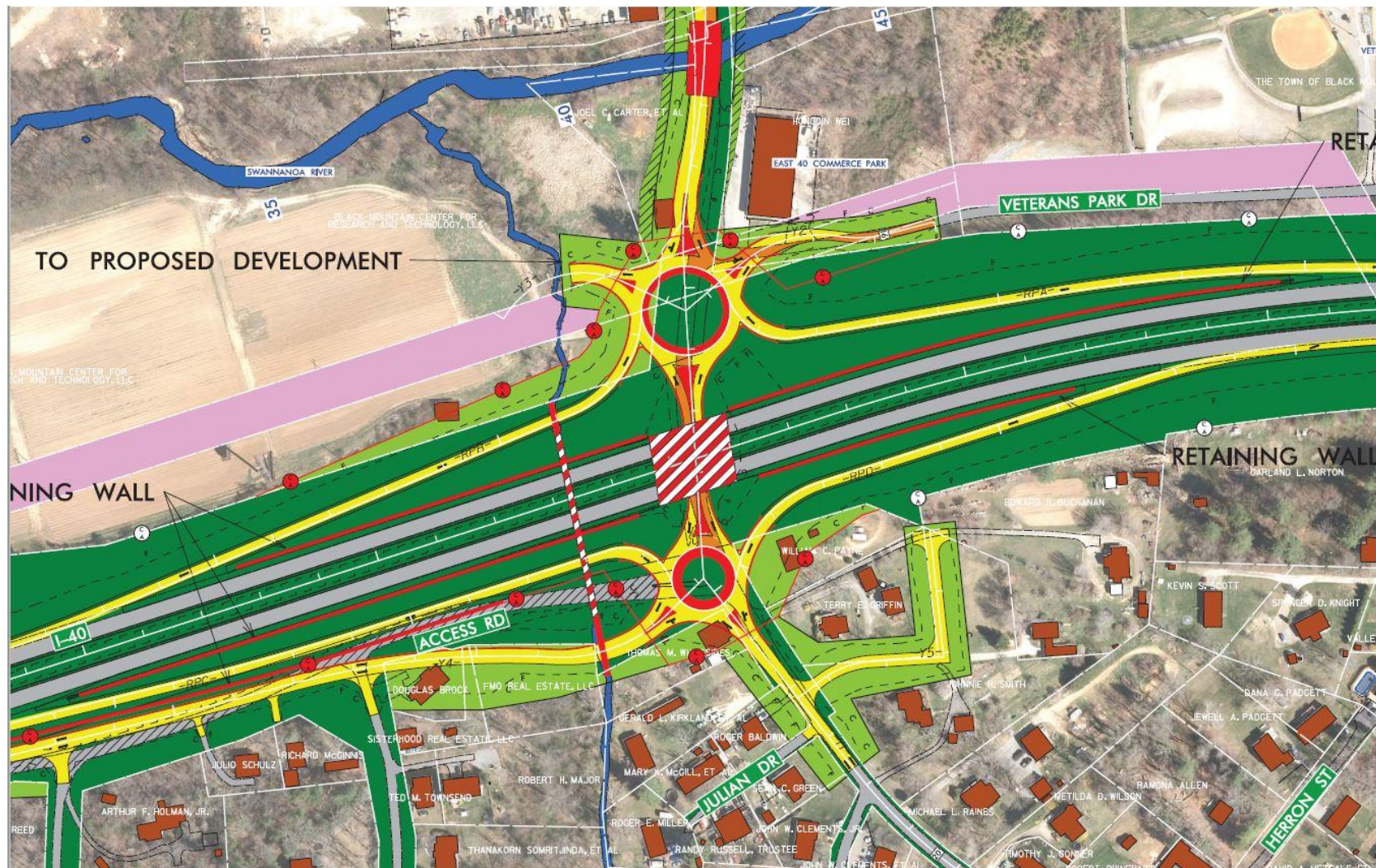


ALTERNATIVE 1(cont.)



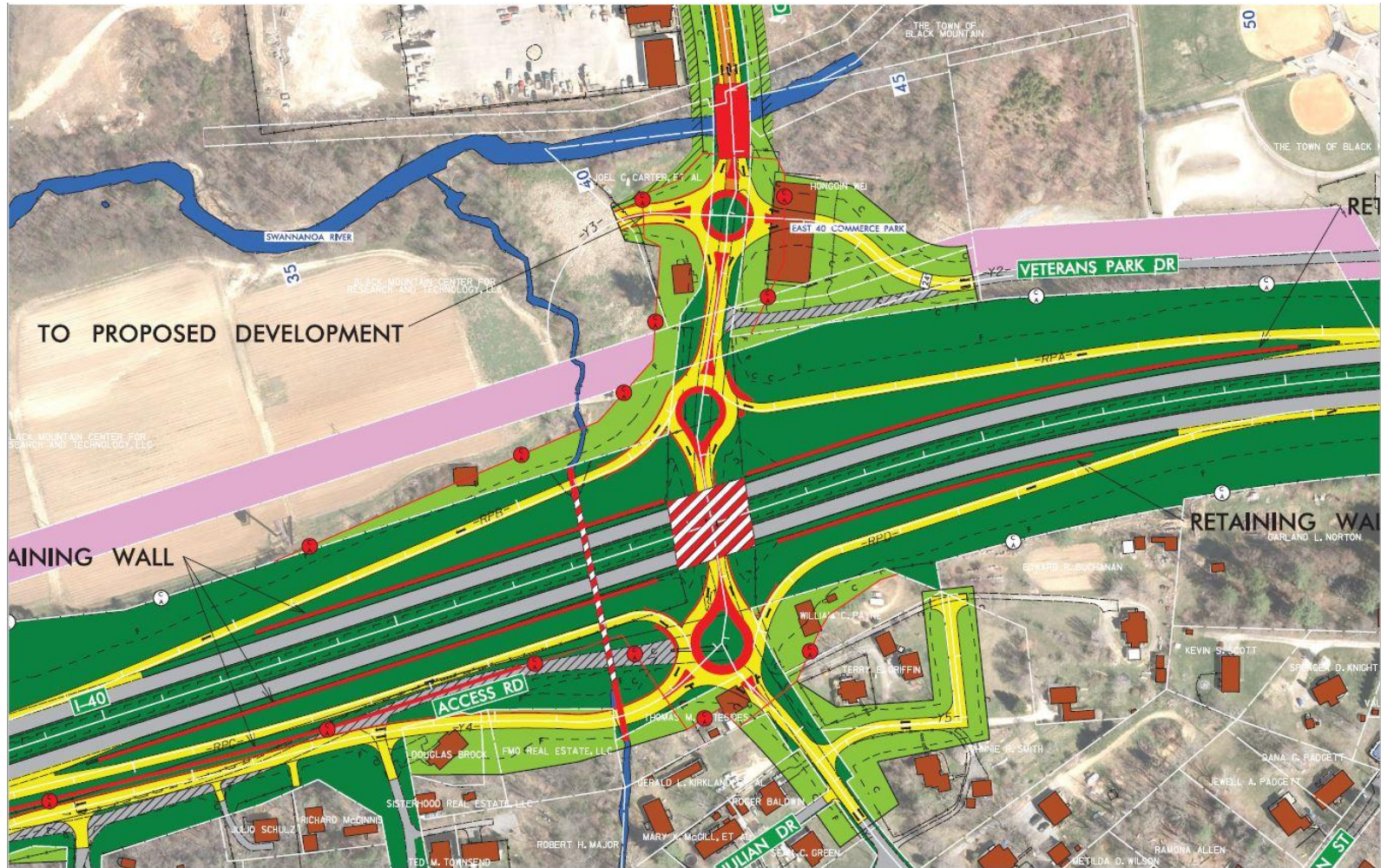


ALTERNATIVE 2(cont.)

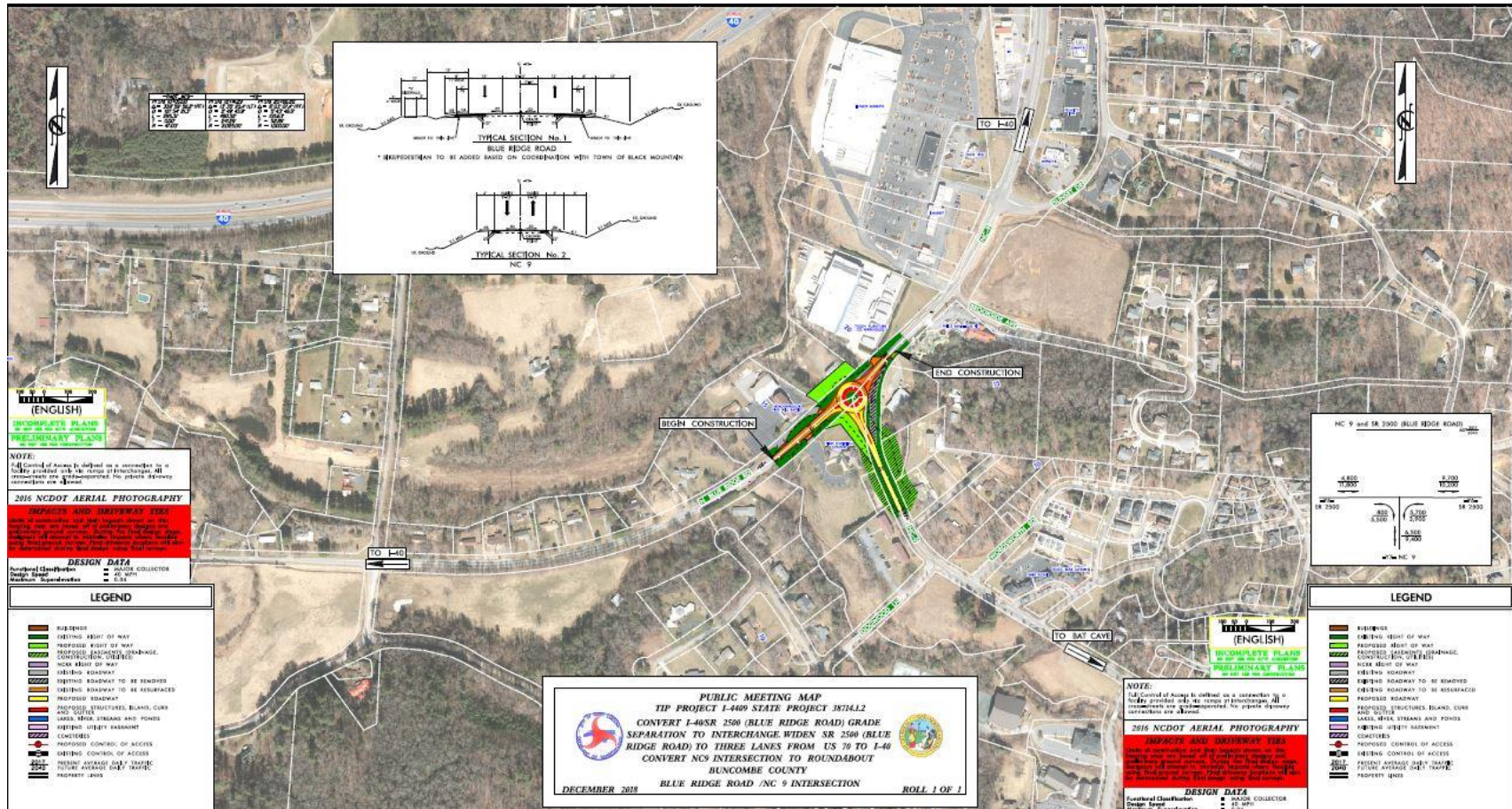




ALTERNATIVE 3(cont.)



NC 9 / BLUE RIDGE RD INTERSECTION



Project Contacts

Brendan Merithew, PE
NCDOT Division Team Lead
(828) 250-3000
bmerithew@ncdot.gov

Michael Clark
NCDOT Division Project Engineer
(828)250-3000
mgclark@ncdot.gov



AGREEMENT FOR PARTIAL REIMBURSEMENT OF STREET LIGHTING COSTS

Between

THE TOWN OF BLACK MOUNTAIN
102 Montreat Road, Black Mountain, N.C. 28711

And

CHESHIRE MASTER ASSOCIATION, INC.
1 Cheshire Drive, Black Mountain, N.C. 28711

Effective Period: _____, 2019 through June 30, 2020

This agreement, entered into on the part of the Town of Black Mountain (the “Town”) and Cheshire Master Association, Inc. (the Association), is designed to set forth the parameters for reimbursement of costs associated with the operation of streetlights located on public streets within the development known as Cheshire, A Mountain Village (“Cheshire”). By entering into this agreement the Town recognizes the unique nature of the design of the Cheshire development and the desire of both the developers and the homeowners in that subdivision to have streetlights that are not in keeping with those normally offered and installed by Duke Energy Progress and its predecessors on the behalf of the Town. The Town, in consideration of the increased property values resulting from an enhanced street lighting system and the resulting increased tax basis for the Town, agrees to enter into this agreement to partially reimburse the Association for the electrical costs associated with the operation of said lights. Such cost shall not exceed the amount the Town would pay for the operation of street lights it would have installed pursuant to its Street Lighting Policy.

Partial reimbursements for costs associated with the operation of streetlights shall be made in accordance with the following guidelines.

1. Reimbursements for eligible costs associated with street lighting under this agreement shall be made only for lighting that has been installed and is located on publicly dedicated, accepted, and maintained streets within the Cheshire development.
2. Costs eligible for reimbursement shall be based upon calculations made by the Town regarding the number of streetlights that would have been placed on the public rights-of-way in accordance with the Town's interpretation and application of the provisions of the Town of Black Mountain Street Lighting Policy that is in effect at the time this agreement is signed by both parties (copy attached hereto as Appendix I). The monthly pole charge¹ charged by Duke Energy Progress to the Town for the shall then be multiplied by the number of lights that would have been provided in

¹ The “pole charge” is the amount Duke Energy Progress charges each month for each pole it installs for the placement of street lights as requested by the Town where there is no previously existing power pole that can be used.

accordance with the Town's interpretation of that policy, and that amount will be reimbursed to the Association. In addition, each month the Town will reimburse the Association an amount for electricity usage for streetlights equal to the average charge per streetlight the Town pays to Duke Energy Progress for electricity for the streetlights paid for by the Town for the number of streetlights in Cheshire the Town would have installed pursuant to its Street Lighting Policy. The resultant figure shall be paid to the Association monthly.

The terms of this agreement shall not be construed to include reimbursement of costs associated with, or responsibility for, maintenance of the streetlights within this subdivision. For the purposes of this agreement maintenance of the streetlights shall include but not necessarily be limited to the repair or replacement of any poles, wiring, fixture features, or light bulbs.

Streetlights selected for placement in the Cheshire subdivision shall meet all Town standards for the display of outdoor lighting fixtures. In addition, the design of said fixtures shall meet with the approval of the Town prior to installation within the Cheshire subdivision.

This agreement shall be effective _____, 2019 and shall remain in effect until June 30, 2020, and shall be renewed automatically from year to year unless superceded, modified, or terminated by either party upon 30 days written notice.

If any developer or builder completes, extends or constructs streets within Cheshire and adds streetlights, the Town will begin reimbursements for such additional lights that are within the guidelines of the Street Lighting Policy at such time as the lights are installed and operational and the streets upon which they are located have been dedicated to public use and accepted by the Town of Black Mountain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set out.

THE TOWN OF BLACK MOUNTAIN

CHESHIRE MASTER ASSOCIATION, INC.

By: _____
Josh Harrold
Town Manager

By: _____

President



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL MEETING MINUTES
March 20, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN, held a special called meeting on Wednesday March 20, 2019 at 5:30 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 to discuss a budget amendment regarding employee benefits and to determine the effective date for the Cheshire Lighting Contract that was approved by the Board at their March 11, 2019 regular session meeting.

1. CALL TO ORDER

Mayor Collins called the special meeting to order at 5:30 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Carlos Showers
Alderman Ryan Stone – arrived at 5:32 p.m.
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager
Angela Reece, Town Clerk
Ron Sneed, Town Attorney

Discussions regarding the employee free water benefit were continued from the March 11, 2019 regular session meeting. It has been the practice of the Town of Black Mountain for at least the past 40 years to provide free water to employees who resided within the town limits. As of the date of these minutes the Town employs 74 full-time employees. Manager Harrold provided information to the Board and advised a total of 16 full-time employees and 1 non-employee were receiving free water (not sewer). Manager Harrold distributed letters on February 28, 2019 to the employees receiving this benefit advising that the Town will no longer provide free water effective April 1, 2019. The letter is attached to and made part of these minutes. Manager Josh Harrold stated he discovered this practice may not comply with current law and he took action to remove of the benefit after speaking with the Town Attorney and UNC School of Government.

Mayor Collins opened the meeting for discussion. Town Manager, Josh Harrold presented a budget amendment in the amount of \$21,125.79 to increase all eligible full-time employees' salaries by \$20.25 per month retroactive from July 2018 and moving forward to compensate for

Black Mountain Board of Aldermen
Special Call Meeting Minutes – March 20, 2019

the discontinuance of the employee free water benefit. Employees who received the actual free water benefit will not receive the retroactive amount. Board members Manager Harrold clarified the retroactive benefit check is approximately \$180.00 per employee who did not receive the free water benefit over the last nine months of the current fiscal year. Manager Harrold stated this change complies with law, making the benefit is taxable and is the most equitable way to compensate all full-time employees.

Alderman Harris stated that it was his hope that the employees could understand that the town cannot continue the practice of providing free water services to town employees who reside within the city limits. Legal counsel at the NC School of Government and the Town Attorney both have advised the Board of Aldermen that this practice should be discontinued. Alderman Harris stated legal counsel at the School of Government and the Town Attorney has advised free water cannot be provided in the manner in which it has been. Board members discussed the budget amendment with the Town Attorney. Alderman Tim Raines clarified the amendment figure was based on the average water usage. Attorney Sneed clarified the amendment will give all full-time employees a \$20.52 monthly raise. Assistant Manager Dean Luebbe stated after taxes the amount would equate to approximately \$9.00. Alderman Harris clarified that the non-employee was removed from the benefit and will not receive any further benefit.

Alderman Larry B. Harris moved to approve Budget Amendment #FY2019-19 as submitted, increasing personnel and benefit expense accounts in each department that pays full-time employees by a total of \$21,125.79.

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

The Board of Aldermen discussed the Agreement for Partial Reimbursement of Street Lighting Costs with Cheshire Master Association. Attorney Sneed clarified this contract was approved at the March 11, 2019 regular meeting but no effective date was decided. Board members agreed to make the contract effective beginning May 1, 2019.

Alderman Carlos Showers moved to approve the effective date of May 1, 2019 for the Agreement for Partial Reimbursement of Street Lighting Costs with Cheshire Master Association

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

Town Manager Harrold reminded everyone the first budget workshop meeting would take place on Thursday, April 25, 2019 at 8:30 a.m. at Town Hall. No further business was discussed.

There being no further business, on a motion made by Alderman Larry B. Harris and with a vote of 5-0, Vice Mayor Maggie Tuttle adjourned the meeting at 5:37 p.m.

ATTEST:

Angela L. Reece, Town Clerk

Don Collins, Mayor



Attachments to 3-20-19 Special Call Minutes

PUBLIC NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

SPECIAL CALL MEETING

Wednesday March 20, 2019 at 5:30 p.m.

The Black Mountain Board of Aldermen will meet in special call meetings on **Wednesday, March 20, 2019 at 5:30 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is for the Board of Aldermen to discuss a budget amendment regarding employee benefits and to determine the effective date for the Cheshire Lighting Contract that was approved by the Board at their March regular session meeting.

The meeting is open to the public.



Angela L. 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 3/14/19

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 20, 2019

SUBJECT: Budget Amendment #FY2019-18

AGENDA INFORMATION

Department: Finance
Contact: Dean Luebbe, Assistant Town Manager/Finance Director
Presenter: Josh Harrold, Town Manager

BRIEF SUMMARY: At the March 11, 2018 regularly scheduled Board meeting, discussion took place regarding the policy the Town has had in place for at least twenty years that allowed full time employees that resided within Town limits the right to have the water portion of their monthly bill from the Water Department to be waived. This averaged out to be approximately \$20.52 per employee per month. Currently, there are sixteen employees receiving this benefit. Initially, the Town Manager recommended eliminating this benefit, but after some discussion the Board decided upon an alternative solution. Moving forward, all employees will pay the full water and sewer charges. The Board has decided to give all eligible full-time employees a \$20.52 per month increase in salary to compensate for the water benefit. This increase will be retroactive back to July 1st, 2018. The employees who received the actual benefit from July of 2018 through March of 2019 will not receive the retroactive amount.

MOTION FOR CONSIDERATION: To approve Budget Amendment #FY2019-19 as submitted, increasing personnel and benefit expense accounts in each department that pays full time employees by a total of \$21,125.79.

FUNDING SOURCE: N/A.

ATTACHMENTS: N/A.

MANAGER'S COMMENTS AND RECOMMENDATIONS: Adopt as presented.

[illegible]

Date

Number of months	12
Monthly	\$ 20.52
Biweekly	\$ 9.47

Number of employees

Admin	4	1000-4200-0	20 FT Salaries	984.96
		1000-4200-0	50 FICA	75.35
		1000-4200-0	70 LGERS	151.68
		1000-4200-0	80 401K	49.25
Police	20	1010-5100-0	20 FT Salaries	4,924.80
		1010-5100-0	50 FICA	376.75
		1010-5100-0	70 LGERS	758.42
		1010-5100-0	80 401K	246.24
Fire	16	1010-5300-0	20 FT Salaries	3,939.84
		1010-5300-0	50 FICA	301.40
		1010-5300-0	70 LGERS	606.74
		1010-5300-0	80 401K	196.99
Planning	2	1010-5400-0	20 FT Salaries	492.48
		1010-5400-0	50 FICA	37.67
		1010-5400-0	70 LGERS	75.84
		1010-5400-0	80 401K	24.62
PW Admin	2	1020-5550-0	20 FT Salaries	492.48
		1020-5550-0	50 FICA	37.67
		1020-5550-0	70 LGERS	75.84
		1020-5550-0	80 401K	24.62
Streets	7	1020-5600-0	20 FT Salaries	1,723.68
		1020-5600-0	50 FICA	131.86
		1020-5600-0	70 LGERS	265.45
		1020-5600-0	80 401K	86.18
Rec	3	1080-6190-0	20 FT Salaries	738.72
		1080-6190-0	50 FICA	56.51
		1080-6190-0	70 LGERS	113.76
		1080-6190-0	80 401K	36.94
Rec	1	1082-6190-0	20 FT Salaries	246.24
		1082-6190-0	50 FICA	18.84
		1082-6190-0	70 LGERS	37.92
		1082-6190-0	80 401K	12.31
		1000-3905-900	Fund Balance Approp	17,342.07

Water - Customer Serv	2	3091-7200-0	20 FT Salaries	492.48	
		3091-7200-0	50 FICA	37.67	
		3091-7200-0	70 LGERS	75.84	
		3091-7200-0	80 401K	24.62	
Water - Ops	7	3091-8100-0	20 FT Salaries	1,723.68	
		3091-8100-0	50 FICA	131.86	
		3091-8100-0	70 LGERS	265.45	
		3091-8100-0	80 401K	86.18	
		3091-3905-900	Fund Balance Approp		2,837.79
Golf - Operations	2	5092-6210-0	20 FT Salaries	492.48	
		5092-6210-0	50 FICA	37.67	
		5092-6210-0	70 LGERS	75.84	
		5092-6210-0	80 401K	24.62	
Golf -Pro Shop	1	5092-6310-0	20 FT Salaries	246.24	
		5092-6310-0	50 FICA	18.84	
		5092-6310-0	70 LGERS	37.92	
		5092-6310-0	80 401K	12.31	
		5092-6210-150	MR Buildings Grounds		945.93
	67.00	TOTAL		21,125.79	21,125.79

February 28, 2019

Letter given to employees by Town Manager

Please let this letter serve as notice that as of the April 1, 2019 billing cycle the Town will begin charging you for your water usage. After consulting with attorneys at the UNC School of Government, the town does not have the authority to provide this service free of fees. I realize this is a service that's been provided to town employees for a number of years and I hesitate to remove this benefit from you; however, I feel it is in the town's best interest to do so in order to comply with North Carolina laws.

In Public Service,

Josh Harrold
Town Manager

AGREEMENT FOR PARTIAL REIMBURSEMENT OF STREET LIGHTING COSTS

Between

THE TOWN OF BLACK MOUNTAIN
102 Montreat Road, Black Mountain, N.C. 28711

And

CHESHIRE MASTER ASSOCIATION, INC.
1 Cheshire Drive, Black Mountain, N.C. 28711

Effective Period: _____, 2019 through June 30, 2020

This agreement, entered into on the part of the Town of Black Mountain (the “Town”) and Cheshire Master Association, Inc. (the Association), is designed to set forth the parameters for reimbursement of costs associated with the operation of streetlights located on public streets within the development known as Cheshire, A Mountain Village (“Cheshire”). By entering into this agreement the Town recognizes the unique nature of the design of the Cheshire development and the desire of both the developers and the homeowners in that subdivision to have streetlights that are not in keeping with those normally offered and installed by Duke Energy Progress and its predecessors on the behalf of the Town. The Town, in consideration of the increased property values resulting from an enhanced street lighting system and the resulting increased tax basis for the Town, agrees to enter into this agreement to partially reimburse the Association for the electrical costs associated with the operation of said lights. Such cost shall not exceed the amount the Town would pay for the operation of street lights it would have installed pursuant to its Street Lighting Policy.

Partial reimbursements for costs associated with the operation of streetlights shall be made in accordance with the following guidelines.

1. Reimbursements for eligible costs associated with street lighting under this agreement shall be made only for lighting that has been installed and is located on publicly dedicated, accepted, and maintained streets within the Cheshire development.
2. Costs eligible for reimbursement shall be based upon calculations made by the Town regarding the number of streetlights that would have been placed on the public rights-of-way in accordance with the Town's interpretation and application of the provisions of the Town of Black Mountain Street Lighting Policy that is in effect at the time this agreement is signed by both parties (copy attached hereto as Appendix I). The monthly pole charge¹ charged by Duke Energy Progress to the Town for the shall then be multiplied by the number of lights that would have been provided in

¹ The “pole charge” is the amount Duke Energy Progress charges each month for each pole it installs for the placement of street lights as requested by the Town where there is no previously existing power pole that can be used.

accordance with the Town's interpretation of that policy, and that amount will be reimbursed to the Association. In addition, each month the Town will reimburse the Association an amount for electricity usage for streetlights equal to the average charge per streetlight the Town pays to Duke Energy Progress for electricity for the streetlights paid for by the Town for the number of streetlights in Cheshire the Town would have installed pursuant to its Street Lighting Policy. The resultant figure shall be paid to the Association monthly.

The terms of this agreement shall not be construed to include reimbursement of costs associated with, or responsibility for, maintenance of the streetlights within this subdivision. For the purposes of this agreement maintenance of the streetlights shall include but not necessarily be limited to the repair or replacement of any poles, wiring, fixture features, or light bulbs.

Streetlights selected for placement in the Cheshire subdivision shall meet all Town standards for the display of outdoor lighting fixtures. In addition, the design of said fixtures shall meet with the approval of the Town prior to installation within the Cheshire subdivision.

This agreement shall be effective _____, 2019 and shall remain in effect until June 30, 2020, and shall be renewed automatically from year to year unless superceded, modified, or terminated by either party upon 30 days written notice.

If any developer or builder completes, extends or constructs streets within Cheshire and adds streetlights, the Town will begin reimbursements for such additional lights that are within the guidelines of the Street Lighting Policy at such time as the lights are installed and operational and the streets upon which they are located have been dedicated to public use and accepted by the Town of Black Mountain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set out.

THE TOWN OF BLACK MOUNTAIN

CHESHIRE MASTER ASSOCIATION, INC.

By: _____
Josh Harrold
Town Manager

By: _____

President