



TOWN OF BLACK MOUNTAIN

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

Date: **March 13, 2023** Time: **6:00 p.m.**

Regular Session Agenda

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

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

Town Clerk Savannah Parrish at 419-9310, or by email at town.clerk@tobm.org

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

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Moment of Silence*
- Announcements – Mayor Sobol
- Ethics Statement: *In accordance with the Code of Ethics adopted by the Council, all council members have a duty to conduct the affairs of the governing board in an open and public manner free of conflicts of interest. Is there any item on the agenda the outcome of which will have a direct, substantial, and readily identifiable financial impact for any Council member, his or her family or close business associates? Does any council member have a financial interest in any public contract coming before this Council today? There being none, all Board members have a duty and obligation to vote.*

2. PROCLAMATION AND AWARD RECOGNITIONS

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 STAFF, COUNCILS, COMMISSIONS & AGENCIES

A. Active Mobility Commission Report – Julia Weatherford, Chairperson

B. Elevate Black Mountain Update (Comprehensive Plan) – Jessica Trotman, Planning Director

5. CONSENT AGENDA

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

A. Adoption of Minutes

Motion: I move that Council adopt the minutes of February 9, 2023 Agenda Session, the February 13, 2023 Regular Session, the February 25, 2023 Special Session, and the March 1, 2023 Special Session as presented [or as amended].

B. Agreement between DOT and Town of Black Mountain for EB5547 Section A

Motion: To approve the agreement as presented

C. Call for Public Hearing for Voluntary Annexation of a Portion of Property Owned by Vince and Libby Stelling

Motion: To call for a public hearing for voluntary annexation for a portion of the parcel known as Buncombe County PIN #0710-10-9234.00000, to be held on Monday, April 10, 2023, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

D. Call for Public Hearing for Rezoning of a Portion of the Property Owned by Vince and Libby Stelling

Motion: To call for a public hearing for rezoning for a portion of the parcel known as Buncombe County PIN #0710-10-9234.00000 to be held on Monday, April 10, 2023, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

Consent Motion: To approve consent item A – D as presented.

6. UNFINISHED BUSINESS

A. Permanent Sidewalk Easement for Charlotte Street

Motion: I move that Council approve and accept the permanent sidewalk easement from the Buncombe County Board of Education and the terms set out therein for construction and maintenance of a sidewalk along property described in Deed Book 215, Page 65 in the office of the Register of Deeds of Buncombe County.

B. Appointment of Town Attorney

Motion: I move that Council appoint _____ as Town Attorney, effective July 1, 2023.

7. 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.

8. NEW BUSINESS

A. Midland Avenue Large Vehicle Traffic Ordinance O-23-05 – Josh Harrold, Town Manager

Motion: *I move that Council adopt the Ordinance O-23-05 to prohibit large vehicles on Midland Avenue.*

B. Revised Babe Ruth Memorandum of Understanding

Motion: *To approve the MOU as presented.*

C. Cheshire Lighting Agreement

Motion: *I move that Council approve the Cheshire Lighting Agreement as presented.*

9. PUBLIC HEARING - NONE

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

10. COMMUNICATION FROM STAFF

1. Town Attorney – Ron Sneed
2. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

12. ADJOURNMENT



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** March 13, 2023

AGENDA SECTION: PRESENTATION **DEPARTMENT:** Planning Department

TITLE OF ITEM: Active Mobility Commission Annual Report – *Julia Weatherford*

SUGGESTED MOTION(S):

None.

SUMMARY: Active Mobility Commission will give an annual report to the Council. The report will be given by Julia Weatherford, Chairperson.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: None



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** March 13, 2023

AGENDA SECTION: PRESENTATION/REPORT **DEPARTMENT:** Planning

TITLE OF ITEM: Elevate Black Mountain Update (Comprehensive Plan)

SUGGESTED MOTION(S):

None.

SUMMARY:

Planning Director Jessica Trotman will provide an update on Elevate Black Mountain regarding items that have been completed, items that still need to be completed, and any changes or additions that need to be made to the plan.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Savannah Parrish, *Town Clerk* **MEETING DATE:** March 13, 2023

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Adoption of Minutes

SUGGESTED MOTION(S):

I move that Council adopt the minutes of February 9, 2023 Agenda Session, the February 13, 2023 Regular Session, the February 25, 2023 Special Session, and the March 1, 2023 Special Session as presented [or as amended].

SUMMARY: Minutes of the February 9, 2023 Agenda Session, the February 13, 2023 Regular Session, the February 25, 2023 Special Session, and the March 1, 2023 Special Session

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: Draft Minutes



TOWN OF BLACK MOUNTAIN

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

Date: February 9, 2023 Time: 5:00 p.m.

Agenda Workshop Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held their regular agenda workshop meeting on Thursday, February 9, 2023, at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 5:00 p.m. with the following members in attendance:

Mayor C. Michael Sobol
Vice Mayor Archie Pertiller
Council Member Alice Berry
Council Member Bill Christy - absent
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager
Ron Sneed, Town Attorney
Savannah Parrish, Town Clerk

Mayor C. Michael Sobol opened the meeting and welcomed those in attendance. Town Manager, Josh Harrold, presented the proposed agenda to the Town Council.

Mayor Sobol recommended removing Item 5E – Agreement between the Department Of Transportation and Town of Black Mountain for EB5547 Section B from the Consent Agenda. Mayor Sobol expressed concern with the project and a desire to delay moving forward with the agreement. Council Member Hay suggested that Item 5E be moved to Unfinished Business in order to allow further discussion.

The Manager continued his presentation of the agenda. There was some discussion concerning Items 8D and 8E - Community Waste Reduction Grant Application and Community Recycling Grant Application. Mayor Sobol requested that Public Works Director provide the tonnage and tipping fees to the Town Council at or before the February 13, 2023 Regular Session Meeting.

Council Member Doug Hay moved to remove Item 5E from the Consent Agenda to Unfinished Business. The motion was approved by a vote of 3-2, with Mayor Sobol casting the deciding vote due to Council Member Christy's absence.

2. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 5:21 p.m.

ATTEST:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk

DRAFT



TOWN OF BLACK MOUNTAIN

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

Date: **February 13, 2023** Time: **6:00 p.m.**

Regular Session Minutes

THE BLACK MOUNTAIN TOWN COUNCIL held their regular meeting on Monday, February 13, 2023, at 6:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC.

1. CALL TO ORDER

Mayor C. Michael Sobol called the meeting to order at 6:00 p.m. with the following members in attendance:

Mayor C. Michael Sobol
Vice Mayor Archie Pertiller
Council Member Alice Berry
Council Member Bill Christy
Council Member Doug Hay
Council Member Pam King

The following staff members were present:

Josh Harrold, Town Manager – absent, participated remotely.
Ron Sneed, Town Attorney
Savannah Parrish, Town Clerk

2. PROCLAMATIONS | AWARDS | RECOGNITIONS

A. Proclamation for Black Mountain Swannanoa Chamber of Commerce – *Presented by*

Mayor C. Michael Sobol

Mayor C. Michael Sobol presented a proclamation celebrating the 100-year anniversary of the Black Mountain Swannanoa Chamber of Commerce.

B. Employee of The Year Award – *Presented by Chief of Police Steve Parker*

Chief Steve Parker presented the Employee of the Year Award to Sgt. Josh Kiser, who was nominated by his peers. Chief Parker stated that Sgt. Kiser demonstrated great supervision skills, not only with his employees, but with everyone in the department. Chief Parker also praised Sgt. Kiser for his handling of several critical incidents that took place during his command.

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.

Phil Bisesi of Black Mountain expressed concern about parking on Broadway Avenue, requesting that the Town Council make the spaces parallel parking only.

Rick Early of Black Mountain addressed the Town Council regarding the 2023-2023 Fiscal Year Budget and asked that the Council not acquire any additional debt or raise taxes.

4. COMMUNICATIONS [AGENCIES COUNCILS, COMMISSIONS & STAFF]

Transportation Report – Presented by Jessica Trotman, Planning Director

The planning director provided an annual update on town transportation projects, including the Blue Ridge Road Interchange with Interstate 40 and the Ninth Street Bridge replacement.

5. CONSENT AGENDA

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

A. Adoption of Minutes

Motion: *I move that Council adopt the minutes of January 5, 2023, Agenda Session and January 9, 2023, Regular Session, as presented [or as amended].*

B. Surplus Property Donation

Motion: *I move that Council adopt the resolution declaring certain property surplus and to authorize its donation to the Town of Old Fort Police Department as presented.*

C. Resolution in Support of Local School Calendar Control

Motion: *I move that Council adopt the resolution in support of the Buncombe County Board of Education Local Control of School Calendars as presented.*

D. Resolution Requesting Creating Outdoor Recreation Economics (CORE) Services from The NC Main Street & Rural Planning Center, Rural Planning Program

Motion: *I move that Council adopt the resolution requesting Creating Outdoor Recreation Economics (CORE) Services and MOU from the NC Main Street & Rural Planning Center as presented.*

E. FY22-23 Amendment to Contract to Audit Accounts

Motion: *I move that Council-adopt the amended audit contract*

Councilmember Doug Hay moved that Council approve consent agenda items A-D as presented. The motion was approved by a vote of 5-0.

6. UNFINISHED BUSINESS

A. Agreement between DOT and Town of Black Mountain for EB5547 Section B

Planning Director Jessica Trotman presented information regarding the proposed agreement. This is an update to an existing agreement between the Town and the North Carolina Department of Transportation for the existing federal project identified as EB5547B in the State Transportation Improvement Plan. There was some discussion between the Council and the Mayor.

Councilmember Doug Hay moved to adopt the Agreement between DOT and Town of Black Mountain for EB5547 Section B as presented. The motion was approved by a vote of 5-0.

7. 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.*

Rick Post of Black Mountain addressed the Town Council in support of a Truck Traffic ordinance for Midland Avenue, citing the limited turn radius for vehicles that travel north on Midland Avenue and have to turn either east or west on First Street.

8. NEW BUSINESS

A. Truck Traffic on Midland Ave. Discussion & Direction

Town Clerk Savannah Parrish asked the council to provide direction to town staff concerning a truck traffic ordinance for Midland Avenue. After some discussion, the Town Council agreed that staff should present council a proposed ordinance at the March regular session meeting.

B. Stormwater Utility Billing Discussion & Direction – Jessica Trotman, Planning Director

The new finance software will allow the billing of the stormwater utility fee to occur monthly rather than on a yearly basis. Planning Director Jessica Trotman suggested a text amendment will be brought forth reflecting this change. The council agreed and a text amendment will be presented to the council for approval.

C. Ordinance to Amend Chapter 20, Section 20-203, Accumulations Prohibited, to Add Text for Construction Waste Debris – Jessica Trotman, Planning Director

The stormwater management plan, required by the NPDES permit requires review of ordinances related to the management of construction site runoff. The regulations lacked specific ordinances

related to construction sites and on-site debris. This ordinance meets the requirement of the stormwater management plan by prohibiting construction site waste and requiring on-site containers for construction debris.

Councilmember Archie Pertiller moved to adopt the Ordinance to Amend Chapter 20, Section 20-203, Accumulations Prohibited, to Add Text for Construction Waste Debris. The motion was approved by a vote of 5-0.

D. Community Waste Reduction Grant Application –Rechelle Ray, Waste Reduction Specialist

The Public Works Department asked for Town Council support on a funding application to purchase recycling carts for curbside single-stream recycling in town. The Community Waste Reduction and Recycling Grant is one of two grants to be submitted for funds to purchase recycling carts and create education and outreach materials. Blue bags are not recyclable with Curbside Management and are considered a contaminant. If awarded the Community Waste Reduction and Recycling Grant, the town may receive up to \$40,000 because transitioning out of blue bags is considered a priority project with a higher award amount. The town is required to match the grant award by 20%.

Waste Reduction Specialist Rechelle Ray presented the information to the Town Council. Councilmember Christy inquired into the Town's obligation to accept the grant funds should they be awarded, and it was confirmed that the Council could choose to accept or reject awarded funding.

Councilmember Archie Pertiller moved that Council approve the Resolution in Support of The Public Works Department's Application for Community Waste Reduction and Recycling Grant as presented. The motion was approved by a vote of 5-0.

E. Community Recycling Grant Application –Rechelle Ray, Waste Reduction Specialist

The Residential Curbside Recycling Cart Grant is one of two grants to be submitted for funds to purchase recycling carts and create education and outreach materials. This grant awards communities \$15 per cart for universal strategy recycling and \$1 per household for education and outreach materials. Blue bags are not recyclable with Curbside Management and are considered a contaminant.

During cart distribution, The Town of Black Mountain would seek assistance from Buncombe County, The Recycling Partnership and The Division of Environmental Assistance and Customer Service to ensure the best education and outreach materials.

Councilmember Pam King moved that Council approve the Resolution in Support of The Public Works Department's Application for The Residential Curbside Recycling Cart Grant as presented. The motion was approved by a vote of 5-0.

9. PUBLIC HEARING -NONE

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

10. COMMUNICATION FROM STAFF

1. Town Attorney Ron Sneed announced that he would not be bidding on the RFP for Attorney Services. The Council thanked Attorney Sneed for his many years of service to the Town.
2. Town Clerk Savannah Parrish announced that the Town's phone menu has been changed to accommodate residents more efficiently. The staff directory was also expanded to include more contact information. The Clerk also reminded the Council and public of the planning retreat being held on February 25, 2023.

11. COMMUNICATION FROM MAYOR AND TOWN COUNCIL

Councilmember Bill Christy reflected on the importance of Black History Month and Martin Luther King, Jr. Day. Council Member Christy encouraged all of those in attendance to reflect on equality and justice, and to consider carefully the important lessons taught to us by history.

Vice Mayor Archie Pertiller thanked Council Members Berry, Hay, Christy, and King for attending the Swannanoa Valley Dr. Martin Luther King, Jr. Memorial Corporation Event.

Councilmember Hay thanked Black Mountain Swannanoa Chamber Director Sharon Tabor for her leadership in facilitating the continued growth of the chamber.

12. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 7:34 p.m.

ATTEST:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN TOWN COUNCIL
SPECIAL CALL MEETING MINUTES
February 25, 2023

THE BLACK MOUNTAIN TOWN COUNCIL held a Special Call Meeting on Saturday, February 25 at 9:00 a.m. in the Manor House of In The Oaks, 213 Vance Avenue, Black Mountain NC. The purpose of this meeting was to hold a strategic planning meeting.

CALL TO ORDER

Mayor C. Michael Sobol called the special meeting to order at 9:06 a.m. with the following members present:

Mayor C. Michael Sobol
Vice Mayor Archie Pertiller
Council Member Pam King
Council Member Bill Christy
Council Member Doug Hay
Council Member Alice Berry

The following staff members were present:

Josh Harrold, Town Manager
Savannah Parrish, Town Clerk

Warren Miller of FountainWorks opened the meeting by introducing himself. Mr. Miller was contracted by town staff to facilitate the strategy meeting. The meeting was held at the Manor House on Montreat College's Black Mountain Campus.

Mr. Miller highlighted several things the council accomplished over the last year, including an updated stormwater master plan, installing solar panels on a town-owned building, entering into a water purchasing agreement with the city of Asheville, installing new water meters, implementing new financial software, implementing a pay and classification study and initiating the Parks and Recreation Master Plan.

Along with several other exercises, Mr. Miller asked the council to reflect on their ten-year vision for Black Mountain. These long-term goals were then narrowed down to tasks which can be accomplished within the next budget year or two. The council identified the following five goals as their top priorities for fiscal year 2023-2024:

1. Implementation of Parks and Recreation Master Plan
2. Updating fire equipment
3. Waste and recycling reduction programs and carts
4. A facility needs assessment
5. Master plan development for the Hemphill and Black Mountain Ventures donated properties

Each council member expressed the importance of environmental sustainability. Other areas of interest and importance identified include traffic and parking concerns, the development of a town composting program, a communications staff person, and a town community center.

A full retreat summary, compiled by FountainWorks staff, is included in these minutes as an attachment.

3. ADJOURNMENT

There being no further business, Mayor C. Michael Sobol adjourned the meeting at 2:00 p.m.

ATTEST:

C. Michael Sobol, Mayor

Savannah Parrish, Town Clerk

Black Mountain Council Retreat

February 25, 2023



The Black Mountain Town Council met for its annual retreat Feb. 25. *Karrigan Monk*



Prepared by:



Meeting Purpose

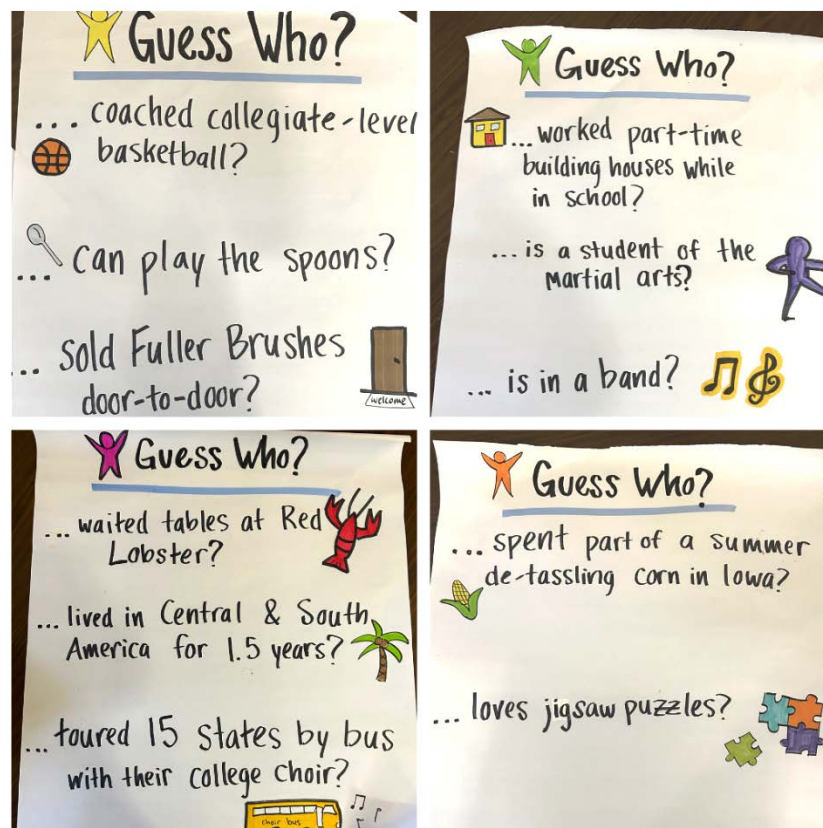
The Town of Black Mountain Council met from 9:00 AM to 3:00 PM on Saturday, February 25th, 2023, at Manor House on Vance Avenue for its annual retreat. The retreat was professionally facilitated by Warren Miller of Fountainworks. The purpose of this document is to summarize the outputs from the retreat. Comments were captured as the conversation flowed and do not reflect any priority unless otherwise noted.

Objectives:

- Council alignment on the Town's future
- Set priorities for the upcoming calendar year

Welcome

The retreat kicked off with a brief welcome from Mayor Michael Sobol. Town Manager Josh Harrold discussed the goals for the day and introduced Warren Miller of Fountainworks. Miller reviewed the agenda. Following the orientation, Miller led the Council members in a warm-up activity during which the officials each guessed interesting facts about one another.



Where We've Been

Miller then presented a graphic representation of Black Mountain's recent accomplishments, which included:

- Updated stormwater master plan
- Completed solar panel project on a Town-owned building
- Asheville water purchase agreement
- Working on Parks & Recreation Master Plan
- Installing new water meters
- Sidewalk upgrades
- Created a sanitation department and town garbage/recycling service
- Implemented new financial software
- Completed a pay study & implemented recommendations
- Updated comprehensive plan

During the discussion, Council members also added:

- Stormwater utility
- Pay & classification study
- Grey Eagle renovations
- Updated Town charter
- Reducing waste & increasing recycling
- Budget training
- Pickleball courts
- Accelerating paving program
- Facility needs assessment
- New full-time employees
- Prioritizing EVs
- New traffic patterns
- Updating & implementing Parks & Rec Master Plan



Current Context

Next, the Council members examined its current context, including external trends, internal strengths as well as both internal and external challenges.



External Trends:

- Growing area
 - o Housing costs increasing
 - o Traffic
 - o Impact on Environment (trees, stormwater)
- Increased federal funding availability
- Lack of parking downtown
- Demand on infrastructure/services
- People → managing pollutants
- New businesses → downtown → bringing people downtown
- More people → more talent
- Black Mountain viewed as outdoor recreation town
 - o Community partners are supporting this

Internal Strengths:

- Able to achieve a LOT in the past year
- Comprehensive plan gives us direction
- Investing in our infrastructure
- Population (+ tax base) growth
- Implementing pay study recommendation
- Staff → professional
- Town Council
- Land Gift

External Challenges:

- Greater demand for services
- Competing with remote work
- Misinformation
- Changing weather patterns
- Cost of living increases → costs for Town
- Economic uncertainty
- Where people get information
- Aging roads, sidewalks, pipes

Internal Challenges:

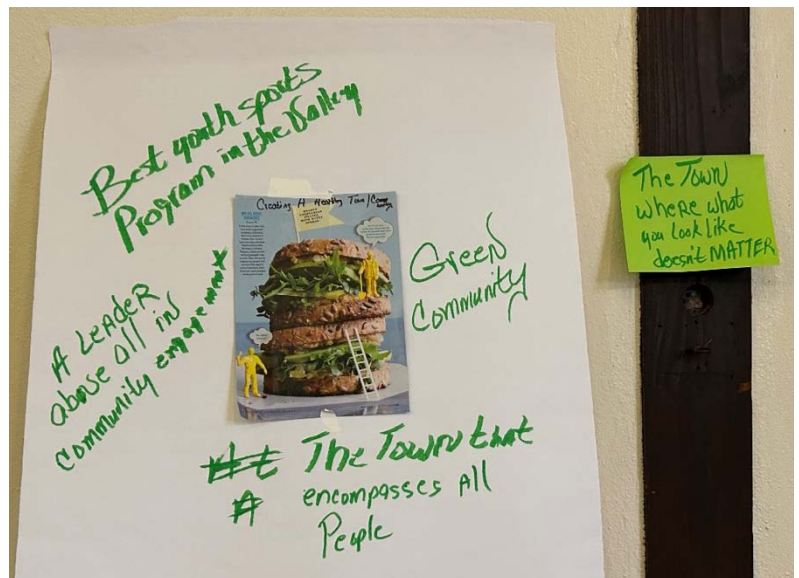
- Workforce planning → retention
- Aging public safety equipment & vehicles
- Outgrowing our facilities
 - Sustaining & maintenance
- Communications as a Town

Visioning

After a short break, the Council members were each challenged to pick a picture that represents their vision of Black Mountain's future. Each Council member gave their picture a title, wrote five futures, and one "wow!" future that would really amaze them.

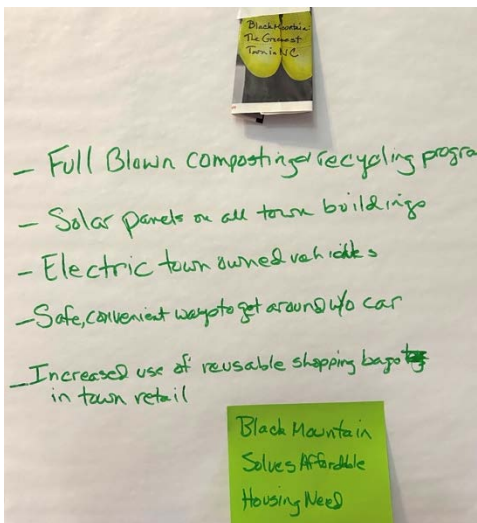
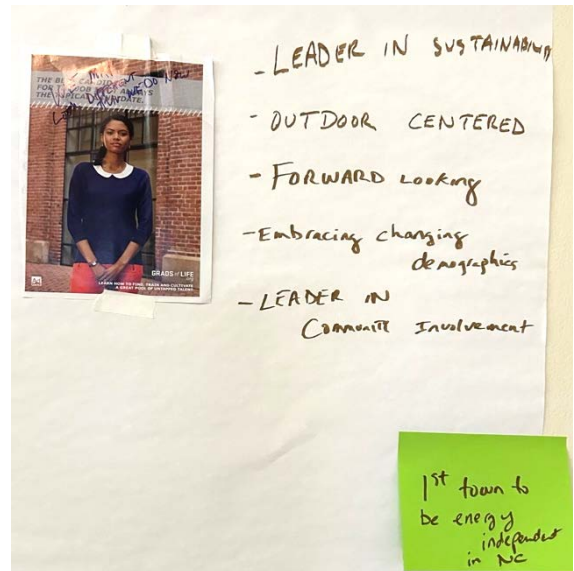
Vision 1: Creating a Healthy Town/Community:

- Best youth sports program in the valley
- A leader above all in community engagement
- Green community
- The town that encompasses all people
- **"Wow!" future:** The town where what you look like doesn't matter



Vision 2: We May Look Different Than We Do Now:

- Leader in sustainability
- Outdoor centered
- Forward looking
- Embracing changing demographics
- Leader in community involvement
- **“Wow!” future:** First town to be energy independent in NC

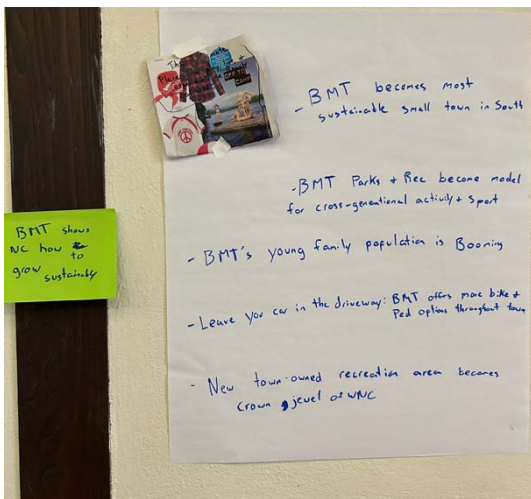
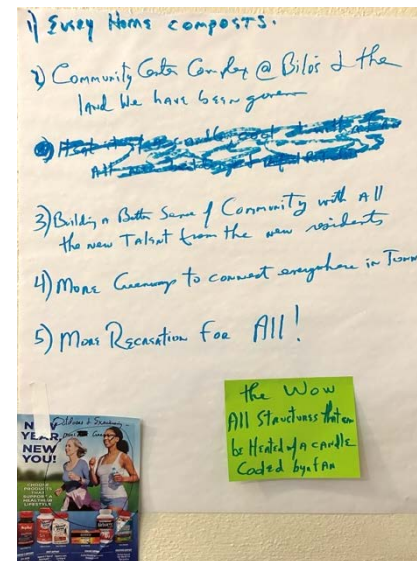


Vision 3: Black Mountain: The Greenest Town in NC

- Full blown composting & recycling program
- Solar panels on all town buildings
- Electric town-owned vehicles
- Safe, convenient ways to get around without car
- Increased use of reusable shopping bags in town retail
- **“Wow!” future:** Black Mountain solves affordable housing need

Vision 4: Outdoors & Exercising – More Greenways:

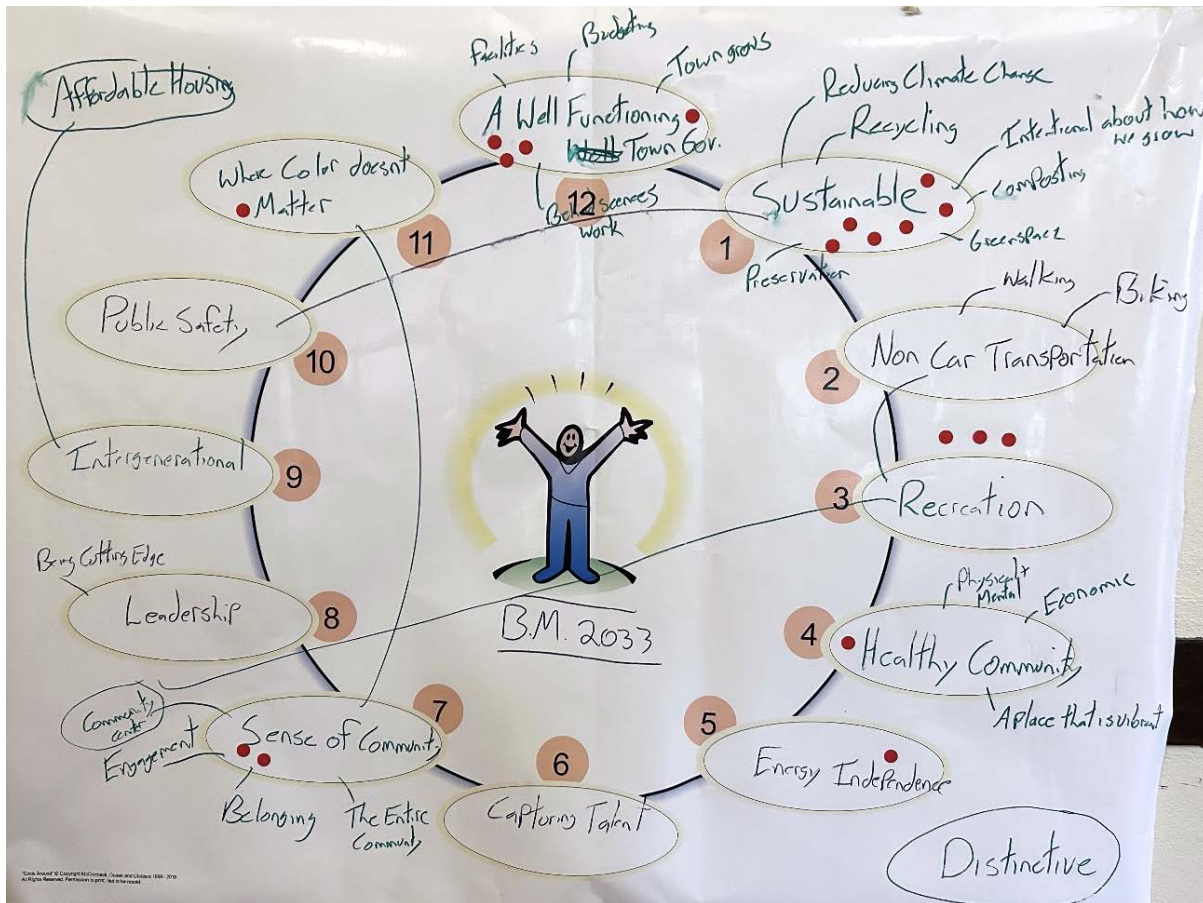
- Every home composts
- Community center complex @ Bilo's & the land we have been given
- Building a better sense of community with all the new talent from the new residents
- More greenways to connect everywhere in town
- More recreation for all!
- **"Wow!" future:** All structures that can be heated with a candle, cooled by a fan



Vision 5: The Ultimate Place to Play, Live, and Experience the Beauty of Western North Carolina

- Black Mountain becomes the most sustainable small town in the South
- Black Mountain Parks & Rec becomes a model for cross-generational activity and sport
- Black Mountain's young family population is booming
- Leave your car in the driveway: Black Mountain offers more bike and pedestrian options throughout town.
- New town-owned recreation area becomes crown jewel of Western North Carolina
- **"Wow!" future:** Black Mountain shows NC how to grow — sustainably

Next, Miller brought the group together again to identify vision themes. Afterward, the Council placed red dots on vision themes for near term focus.



- Sustainable (6 dots)
 - o Reducing climate change
 - o Recycling
 - o Intentional about how we grow
 - o Composting
 - o Greenspace
 - o Preservation
 - o [connected to Public Safety]
- A Well-Functioning Town Government (4 dots)
 - o Facilities
 - o Budgeting
 - o Town grows
 - o Behind the scenes work
- Recreation ... (3 dots)
 - o [connected to Non-car Transportation]
 - o [connected to Community Center]
- Sense of Community (•• 2 dots)
 - o Engagement
 - o Belonging
 - o The entire community

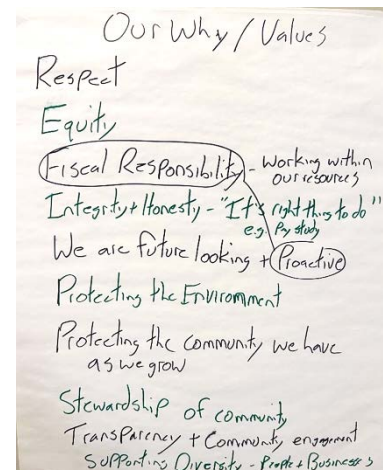
- o *[connected to Community Center]*
 - o *[connected to Where Color Doesn't Matter]*
- Energy Independence • (1 dot)
- Healthy Community • (1 dot)
 - o Physical & mental
 - o Economic
 - o A place that is vibrant
- Where Color Doesn't Matter • (1 dot)
 - o *[connected to Sense of Community]*
- Capturing Talent
- Non-car Transportation
 - o Walking
 - o Biking
 - o *[connected to Recreation]*
- Leadership
 - o Being cutting edge
- Intergenerational
 - o *[connected to Affordable Housing]*
- Public Safety
 - o *[connected to Sustainable]*
- Community Center
 - o *[connected to Sense of Community]*
 - o *[connected to Recreation]*
- Affordable Housing
 - o *[connected to Intergenerational]*
- Distinctive

Values

Next, the Town Council participated in a conversation to identify their values. These values will help inform how they engage with one another and set priorities for the community.

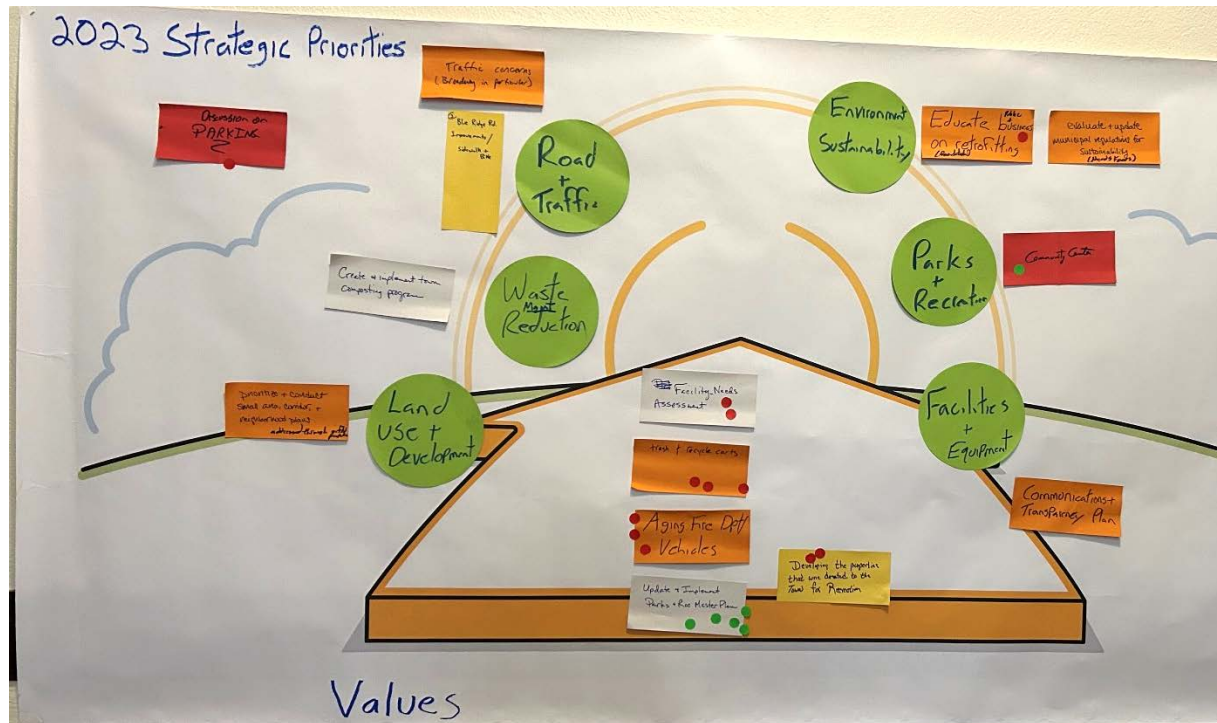
We believe in:

- Respecting one another
- Ensuring an equitable future for our community
- Managing our fiscal resources responsibly
- Acting with integrity & honesty and honesty
- Looking toward our future and being proactive
- Protecting our environment
- Ensuring current residents benefit from the Town's growth
- Being good stewards of our community
- Engaging our community transparently
- Supporting the diversity of our people & businesses



Strategic Focus Areas

Following lunch, the Council members began to establish their strategic focus areas and priorities for 2023.



They began with reviewing last year's priorities, all of which have either been completed or are in progress.

- Pay and classification study (completed)
- Grey Eagle renovations (starting in March)
- Reducing waste and increasing recycling (completed)
- Pickleball courts (still to-do, dependent on Parks & Rec Master Plan)
- Updating and implementing the Parks & Rec Master Plan (in-progress)

The green circles in the above photograph (bolded in the bulleted list below) represent six major focus areas. The following actions underneath each focus area were identified as requiring further consideration by Council:

- **Land use & development**
 - o Prioritize & conduct small area, corridor & neighborhood plans
- **Waste reduction (and management)**
 - o Create & implement town composting program
- **Road & Traffic**
 - o Traffic concerns (Broadway in particular)
 - o Blue Ridge Rd. improvements/ sidewalk & bike
 - o Discussion on parking • (1 red vote)
- **Environmental sustainability**
 - o Educate public & business on retrofitting • (1 red vote)
 - o Evaluate & update municipal regulations for sustainability (needs focus)

- **Parks & Recreation**
 - Community center • (1 green vote)
- **Facilities & Equipment**
 - Communications & transparency plan

As the group discussed these broad categories, the following **five strategic priorities for 2023** emerged:

- 1. Update & implement Parks & Rec Master Plan**
••••• (received 5 green dots)
- 2. Trash & recycling carts (3 red dots)**
••• (received 3 red dots)
- 3. Aging fire department/vehicles**
••• (received 3 red dots)
- 4. Facilities needs assessment**
••• (received 2 red dots)
- 5. Developing the properties that were donated to the Town for recreation**
••• (received 2 red dots)

Other priorities the staff already has started or plans to begin include:

- Policy on future vehicle types (e.g. electric, etc.)
- Multi-year budgeting issues
- Identify & prioritize infrastructure issues
- Allocate ARPO
- Road & traffic improvements
- UDO
- Staff: opportunities to improve community and transparency
 - Website
 - Newsletter
 - Communications director
 - Budget for communications
 - Goal: get info out/collect misinformation

Conclusion

Before adjourning, Miller solicited feedback from the Council members about what they appreciated about the retreat. He added that it was exciting to see how aligned the Council is in its goals.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** March 13, 2023
AGENDA SECTION: CONSENT **DEPARTMENT:** Planning
TITLE OF ITEM: Agreement between DOT and Town of Black Mountain for EB5547 Section A

SUGGESTED MOTION(S):

To approve the agreement as presented.

SUMMARY:

The agreement is for the alignment and budget for EB5547 Section A.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. DOT Agreement for EB5547 Section A

NORTH CAROLINA
BUNCOMBE COUNTY

2nd SUPPLEMENTAL AGREEMENT

DATE: 01/12/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5547A

AND

WBS ELEMENTS: PE 51045.1.2

ROW 51045.2.2

TOWN OF BLACK MOUNTAIN

CON 51045.3.2

FEDERAL-AID #: STPDA-1302(62)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$1,415,000

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, on 4/12/2017, the Department and the municipality entered into and supplemental agreement to add ROW and Construction as eligible phases of work, added funding and extend the completion date of the Project; and,

WHEREAS, the municipality and the French Broad River MPO have agreed to split the project into EB-5547A and EB-5547B; and,

WHEREAS, the municipality and the French Broad River MPO have agreed to add funding to the project; and,

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

SCOPE

The Project consists of the construction of 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.

Project EB-5547 is being split into Phases EB-5547A and EB-5547B. Each Phase will have its own funding.

Phase A – (EB-5547A) - Begins at the intersection NC9 and Sutton Ave and ends at Black Mountain Ave.

Phase B– (EB-5547B) - Begins at Black Mountain Ave and ends at In The Oaks Trail. Phase B will be under a separate agreement.

FUNDING

The Department agrees to reimburse the Municipality an additional \$1,415,000 of Surface Transportation Program Block Grant (BGANY) funds. The Municipality shall provide the non-federal match, as detailed in the REVISED FUNDING TABLE below, and all costs that exceed the total estimated cost.

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGANY	\$1,415,000	80 %	\$354,000	20 %
Total Estimated Cost		\$1,769,000		

OTHER PROVISIONS

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

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.

TOWN OF BLACK MOUNTAIN

BY: DocuSigned by:
Josh M. Harrold
A65C8136B4E8434...
TITLE: Town Manager
DATE: 02/14/2023

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.

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

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Black Mountain

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: February 8, 2023 (Date)



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** March 13, 2023
AGENDA SECTION: CONSENT **DEPARTMENT:** Planning
TITLE OF ITEM: Call for Public Hearing for Voluntary Annexation of a Portion of Property
Owned by Vince and Libby Stelling **#O-23-03**

SUGGESTED MOTION(S):

To call for a public hearing for voluntary annexation for a portion of the parcel known as Buncombe County PIN #0710-10-9234.00000, to be held on Monday, April 10, 2023, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

SUMMARY:

There is an 8.41-acre parcel located off of N. Fork Road (identified as Buncombe County PIN #0710-10-9234.00000) that is partially located outside of town limits. The property owners would like to subdivide three parcels from the main parcel and annex those parcels into the town. The Planning Board heard this request at their March 27, 2023, meeting and felt that the property would be a good addition and would fit in with the surrounding area.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, April 10, 2023, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, April 10, 2023, at 6:00 p.m.** in the Board Room of the Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for the voluntary annexation request of a portion of the property known as Buncombe County PIN #0710-10-9234.00000 as described in Plat Book 6012 Page 1286-1289.

The meeting is open to the public.

Savannah Parrish
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, Savannah Parrish, Town Clerk at 419-9310 or by email at townclerk@townofblackmountain.org.

Posted to the Town Bulletin Board 03/16/2023
Published in the Black Mountain News 03/23/2023 and 03/30/2023

www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** March 13, 2023
AGENDA SECTION: CONSENT **DEPARTMENT:** Planning
TITLE OF ITEM: Call for Public Hearing for Rezoning of a Portion of the Property Owned by
Vince and Libby Stelling **#Z-O-23-04**

SUGGESTED MOTION(S):

To call for a public hearing for rezoning for a portion of the parcel known as Buncombe County PIN #0710-10-9234.00000 to be held on Monday, April 10, 2023, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall, 160 Midland Avenue.

SUMMARY:

There is an 8.41-acre parcel located off N. Fork Road (identified as Buncombe County PIN #0710-10-9234.00000) that is located outside of town limits. The owner is seeking annexation for a portion of the property and would like the zoning designation of UR-8 (urban residential) for that portion of the property. The Planning Board heard this request at their March 27, 2023, meeting and recommended the zoning designation request of UR-8 to Town Council.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:



LEGAL NOTICE

BLACK MOUNTAIN TOWN COUNCIL

PUBLIC HEARING

Monday, April 10, 2023, at 6:00 p.m.

The Black Mountain Town Council will meet on **Monday, April 10, 2023, 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 a rezoning request of a portion of the property known as Buncombe County PIN #0710-10-9234.00000 (99999 Chinquapin Hill) from R-LD to UR-8.

The meeting is open to the public.

Savannah Parrish
Town Clerk

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*Posted to the Town Bulletin Board 03/16/2023
Published in the Black Mountain News 03/23/2023 and 03/30/2023*

www.townofblackmountain.org



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece, *MPA, CMC, NCCMC*, **MEETING DATE:** March 13, 2023
Project & Facilities Manager

AGENDA SECTION: OLD BUSINESS

DEPARTMENT: ADMINISTRATION

TITLE OF ITEM: Permanent Sidewalk Easement for Charlotte Street – *Ronald Sneed, Town Attorney*

SUGGESTED MOTION(S): I move that Council approve and accept the permanent sidewalk easement from the Buncombe County Board of Education and the terms set out therein for construction and maintenance of a sidewalk along property described in Deed Book 215, Page 65 in the office of the Register of Deeds of Buncombe County.

SUMMARY: Town Council Members have previously expressed a desire and allocated funding to seek an easement from the Buncombe County Board of Education to construct a sidewalk along school property and Charlotte Street for purposes of establishing a pedestrian connection between the Flat Creek Greenway and the existing sidewalk on East State Street. The sidewalk will complete the pedestrian section leading to federal transportation project EB5547A.

The attached easement has been approved by the Buncombe County Board of Education at their meeting on March 2, 2023.

ATTACHMENTS:

- i. Permanent Sidewalk Easement for Charlotte Street
- ii. Survey

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

Prepared by and return to Ronald E. Sneed
PO Box 995, Black Mountain, NC 28711

PERMANENT SIDEWALK EASEMENT

THIS PERMANENT SIDEWALK EASEMENT, made and entered into this ____ day of _____, 2023, by and between The Buncombe County Board of Education a body corporate of the State of North Carolina, (herein "Grantor") and the Town of Black Mountain, a North Carolina Municipal Corporation (herein "Grantee").

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

WITNESSETH:

WHEREAS, Grantor owns a certain tract of land ("Tract") in the Town of Black Mountain, County of Buncombe, State of North Carolina, the same being the land conveyed to Grantor by deed recorded in Deed Book 215, Page 65 in the office of the Register of Deeds of Buncombe County; and

WHEREAS, Grantee desires a permanent easement for ingress, egress and regress over such lands of the Grantor for the purposes of locating and constructing, within the easement area granted herein, a public sidewalk.

NOW THEREFORE, said Grantor for good and valuable consideration to be paid by the Grantee, the Grantor, has bargained and sold, and by these presents does bargain, sell, and convey to said Grantee and its successors the perpetual easement(s) (the "Permanent Easement"), the nature and type of which are indicated below, in connection with the above-referenced public project, and described as follows:

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

BEING that "Town of Black Mountain Sidewalk Easement 0.173 acres, 7,516 S.F." shown on that survey by Marshall G. Wight, with Withers Ravenel, dated February 1, 2023, and titled "Sidewalk Easement Exhibit Charlotte Street Black Mountain Primary School Prepared for Town of Black Mountain", attached hereto as Exhibit A, said easement being more particularly described as follows:

BEGINNING at a new rebar set in the North right of way of Highway 70 (variable width public right of way), having NC grid NAD 83(2011) coordinates of N:697,126.45', E:1,014,680.17, same point being N 81°15'11" W 61.57 feet from WR Control Rebar & Cap, having NC grid NAD 83(2011) coordinates of N:697,117.09', E:1,014,741.03', CGF:0.999784731, thence from said point of beginning, North 05°28'56" West a distance of 198.24 feet to a point, thence with a curve to the left having a radius of 475.65', an arc length of 74.17', a chord bearing of North 10°03'43" West, and a chord length of 74.10', to a point, thence with a compound curve to the left having a radius of 50.52', an arc length of 20.43', a chord bearing of North 26°06'50" West, and chord length of 20.29' to a point, thence with a reverse curve to the right having a radius of 36.60', an arc length of 28.26', a chord bearing of North 15°34'45" West, and chord length of 27.56' to a new rebar set on the western right of way of Charlotte Street (40' wide public R/W claimed by the Town of Black Mountain, thence along said right of way with a compound curve to the right having a radius of 77.35', an arc length of 59.73', a chord bearing of South 43°18'24" East, and chord length of 58.26' to a point, thence South 15°29'11" East a distance of 20.70 feet to a point, thence South 10°00'30" East a chord length of 25.98 feet to a point, thence South 06°56'31" East a distance of 27.50 feet to a point, thence South 05°35'59" East a distance of 143.69 feet to a point, thence South 05°11'00" East a distance of 58.83 feet to a point on the North edge of the right of way of Highway 70 (variable width public right of way), thence along said R/W with a curve to the left having a radius of 979.23', an arc length of 24.51', a chord bearing of North 85°52'44" West, and chord length of 24.51' to the point of BEGINNING, having an area of 0.173 Acres-7,516 Square Feet, acres more or less.

Grantee shall have the right to enter upon said Tract for the purpose of laying, constructing, and maintaining a public sidewalk, which may be the actual sidewalk, slope easement for the purpose of protecting the grade of the land after construction, planting strips and storm drainage by means of curb and gutter or underground storm water conveyances.

Grantor understands and agrees that the consideration amount covers and includes all improvements located within the easement area or areas unless stated otherwise.

Grantor understands that this property is being acquired for a construction project of the

Grantee and agrees that construction may begin on said property upon execution of this Agreement. It is further agreed that commencement of construction on said property prior to receiving compensation shall not be deemed as trespass and Grantor shall waive claim of trespass on said property.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

Grantee shall have the right to do all things necessary or convenient to the rights granted herein; including, but not being limited to, the following:

1. That the Grantee shall have the right to clear the permanent easement and described above and the right but not the obligation to keep the permanent easement clear at all times, and the right to remove from the permanent easement all brush, trees and other obstructions, and to go upon said easements whenever necessary for the purpose of clearing the same and removing there from all brush, trees and other obstructions of any kind.
2. Grantee shall have such right of ingress, egress, and regress over and upon any lands of the Grantor adjacent to or in the vicinity of the Permanent Easement as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the installations for which the Permanent Easement is granted, and no entry for such purposes shall be deemed a trespass.
3. It is further understood that the Grantor shall erect no permanent structure of any kind over or across this Easement. For purposes of this document, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Easement. Neither shall Grantor attempt to block or otherwise impede the natural flow of water.
4. The Grantor shall have the full power and right to use the land over which the easement granted herein exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause: (1) the sidewalk easement to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the easement; and (3) Grantee's facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns. The Grantee agrees to pay the actual damages caused both inside and outside the sidewalk easement by the construction, inspection and maintenance of the sidewalk easement.

5. That the Grantee agrees to restore the topography of said easement areas after construction of the sidewalk and all related accessories to substantially the same condition as existed before construction of said sidewalk.

6. Grantor shall relocate the existing fence to remove it from the easement area at its own expense.

7. The Grantee will make a good faith effort to have construction work scheduled so as to prevent obstacles to traffic on school days at the time when school is letting out for the day and children are being picked up.

8. After the sidewalk construction is completed and the areas between the sidewalk and the street and the area behind the sidewalk are seeded with grass, the Grantee will mow and maintain the planted strip between the sidewalk and the street, and the Grantor will mow and maintain the planted area behind the sidewalk

TO HAVE AND TO HOLD said permanent easement and temporary construction easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is seized in fee simple of said lands and premises and have full right and power to convey this easement to the Grantee.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereto affixed by authority of its Board of Directors, the day and year first above written.

THE BUNCOMBE COUNTY BOARD OF EDUCATION

By: _____
Chairperson

Attorney for The Buncombe County
Board of Education

ATTEST: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public for the County and State aforesaid, certify that _____
_____ personally came before me this day and acknowledged that ___he is
the Secretary of The Buncombe County Board of Education, a body corporate of the State of
North Carolina, and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in the name of the Chairperson, sealed with its corporate seal and attested
by him/her as its Secretary.

Witness my hand and official stamp or seal, this the _____ day of _____, 2023.

Notary Public

Typed or Printed Name of Notary

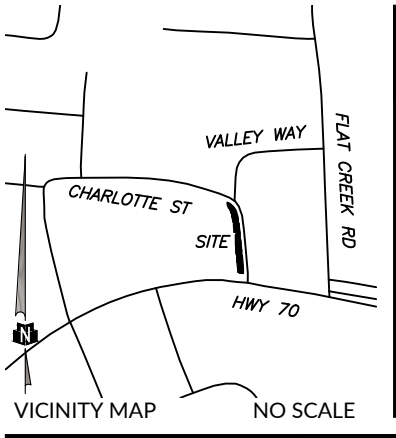
My Commission Expires: _____

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

Town of Black Mountain Finance Officer

Date: _____

V:\22\22-0980\220983-TOWN OF BLACK MOUNTAIN SURVEY SERVICES\Geomatics\Survey\Res-Com\Drawings\CHARLOTTE STREET-EASEMENT.dwg- Wednesday, February 1, 2023 2:03:04 PM - WIGHT, MARSHALL



LEGEND (UNLESS OTHERWISE NOTED)

ADDRESS	####
ADJOINING LINE	_____
BOUNDARY LINE	=====
CENTERLINE	_____
FENCE CHAINLINK	— 0 — 0 — 0 —
R/W- RIGHT OF WAY	— — — —
FH - FIREHYDRANT	⊕
S - SIGN	⊗
PP - POWER POLE	●
IPF - IRON PIPE FOUND	○
R/W MARKER	■
S.F. - SQUARE FOOT	↓
GUIDE WIRE	└─┘
CALCULATED EASEMENT POINT	●
REBAR SET	⊙
WR CONTROL POINT	⊕
WV - WATER VALVE	⊗
NEW TOWN OF BLACK MOUNTAIN SIDEWALK EASEMENT	
PAVEMENT	
CONCRETE	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 15°29'11" E	20.70'
L2	S 10°00'30" E	25.98'
L3	S 06°56'31" E	27.50'
L4	S 05°11'00" E	58.83'
L5	N 81°15'11" W	61.57'

CURVE TABLE				
CURVE	ARC LEN.	RADIUS	CHORD BRG.	CHORD LEN.
C1	74.17'	475.65'	N 10°03'43" W	74.10'
C2	20.43'	50.52'	N 26°06'50" W	20.29'
C3	28.26'	36.60'	N 15°34'45" W	27.56'
C4	59.73'	77.35'	S 43°18'24" E	58.26'
C5	24.51'	979.23'	N 85°52'44" W	24.51'
C6	41.44'	979.23'	N 83°56'58" W	41.44'

APPARENT CENTERLINE OF HWY 70
HWY 70
VARIABLE' WIDE PUBLIC R/W

8.649 ACRES (GIS)
BUNCOMBE COUNTY BOARD OF EDUCATION
301 E STATE STREET
DB 1769 PG 619
BM 198 PG 135
PIN: 0619-47-8177

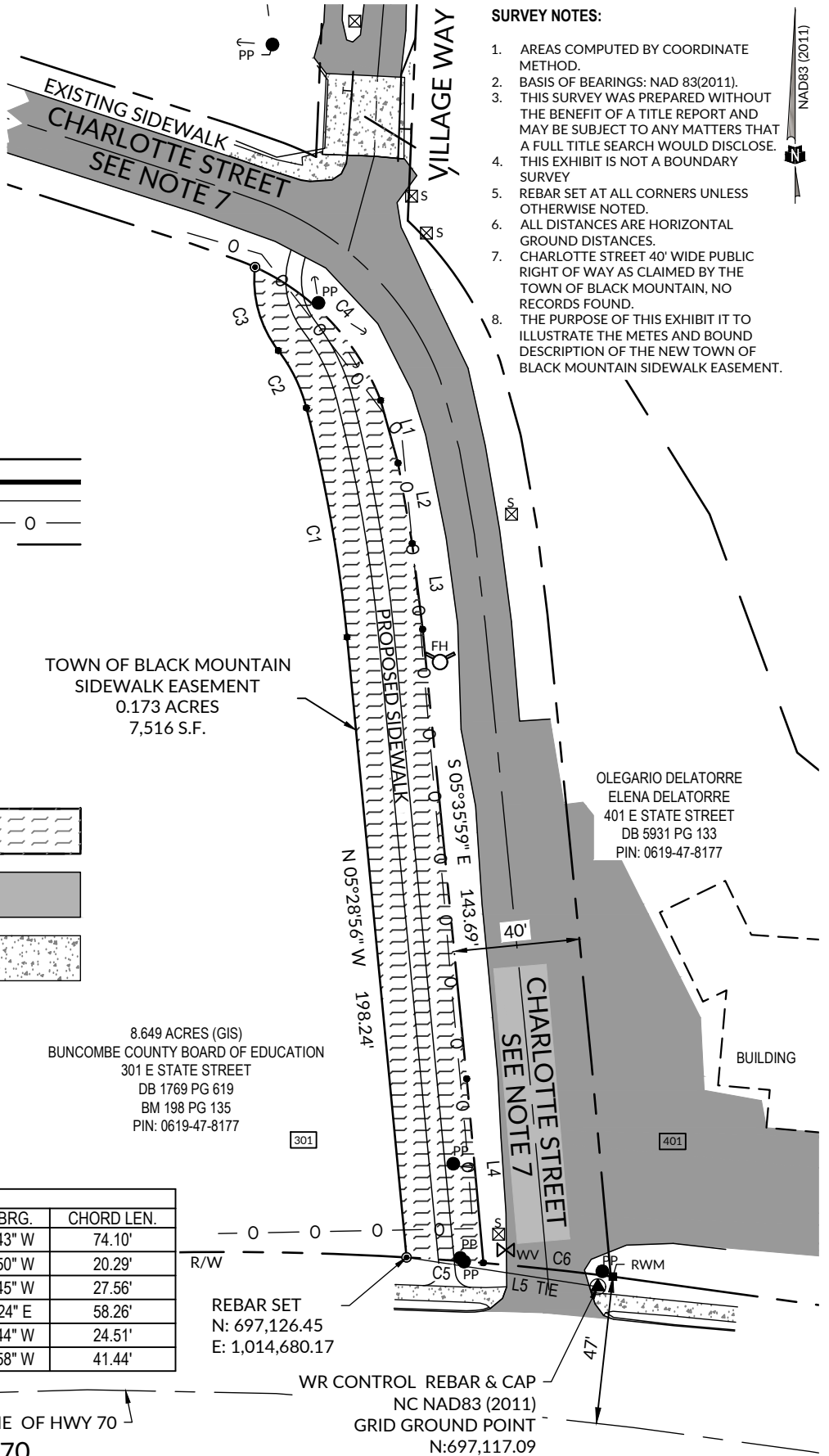
REBAR SET
N: 697,126.45
E: 1,014,680.17

WR CONTROL REBAR & CAP
NC NAD83 (2011)
GRID GROUND POINT
N:697,117.09
E:1,014,741.03
NAVD 88 ELEV:2,367.59'
CGF: 0.999784731

SURVEY NOTES:

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARINGS: NAD 83(2011).
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH WOULD DISCLOSE. THIS EXHIBIT IS NOT A BOUNDARY SURVEY
4. REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
6. CHARLOTTE STREET 40' WIDE PUBLIC RIGHT OF WAY AS CLAIMED BY THE TOWN OF BLACK MOUNTAIN, NO RECORDS FOUND.
7. THE PURPOSE OF THIS EXHIBIT IT TO ILLUSTRATE THE METES AND BOUND DESCRIPTION OF THE NEW TOWN OF BLACK MOUNTAIN SIDEWALK EASEMENT.

NAD83 (2011)



SURVEYOR'S CERTIFICATE

I, MARSHALL WIGHT CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL S SUPERVISION; DEED DESCRIPTIONS RECORDED IN REFERENCES HEREON; THAT THE BOUNDARIES NOT SURVEYI BROKEN LINES DRAWN FROM INFORMATION HEREON; THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS THIS EXHIBIT MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WI (N) AS AMENDED., WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS 1ST DAY OF FEBRUARY A.D., 2023.
DocuSigned by:

Marshall Wight
PROFESSIONAL LAND SURVEYOR LICENSE
NUMBER, L- 5034

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS.

PRELIMINARY PLAT
NOT FOR CONVEYANCE,
RECORDATION, OR SALES



WR Job No.: 08220983.00
DATE: 2/1/23
SURVEYED BY: PD
DRAWN BY: MGW
CHECK & CLOSURE BY: MGW

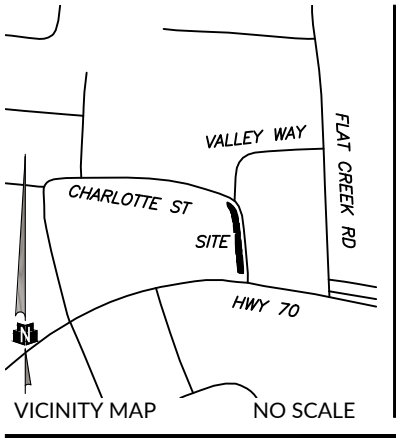
0 25 50
SCALE: 1 inch = 50 ft.
SHEET: 1 of 1

SIDEWALK EASEMENT EXHIBIT
CHARLOTTE STREET
BLACK MOUNTAIN PRIMARY SCHOOL
PREPARED FOR
TOWN OF BLACK MOUNTAIN

301 E STATE ST, BLACK MOUNTAIN, NC 28711
BLACK MOUNTAIN TOWNSHIP | BUNCOMBE COUNTY | NC
PIN: 0619-47-8177
ZONING:

WithersRavenel
115 MacKenan Drive | Cary, NC 27511
License #: F-1479 | t: 919.469.3340 | www.withersravenel.com

V:\22\22-0980\220983-TOWN OF BLACK MOUNTAIN SURVEY SERVICES\Geomatics\Survey\Res-Com\Drawings\CHARLOTTE STREET-EASEMENT.dwg- Wednesday, February 8, 2023 10:19:20 AM - WIGHT, MARSHALL



LEGEND (UNLESS OTHERWISE NOTED)

ADDRESS ###

ADJOINING LINE

BOUNDARY LINE

CENTERLINE

FENCE CHAINLINK 0 0 0

R/W- RIGHT OF WAY

FH - FIREHYDRANT

S - SIGN

PP - POWER POLE

IPF - IRON PIPE FOUND

R/W MARKER

S.F. - SQUARE FOOT

GUIDE WIRE

CALCULATED EASEMENT POINT

REBAR SET

WR CONTROL POINT

WV - WATER VALVE

NEW TOWN OF BLACK MOUNTAIN SIDEWALK EASEMENT

PAVEMENT

CONCRETE

LINE TABLE		
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CURVE	ARC LEN.	RADIUS	CHORD BRG.	CHORD LEN.
C1	74.17'	475.65'	N 10°03'43" W	74.10'
C2	20.43'	50.52'	N 26°06'50" W	20.29'
C3	28.26'	36.60'	N 15°34'45" W	27.56'
C4	59.73'	77.35'	S 43°18'24" E	58.26'
C5	24.51'	979.23'	N 85°52'44" W	24.51'
C6	41.44'	979.23'	N 83°56'58" W	41.44'

APPARENT CENTERLINE OF HWY 70

HWY 70

VARIABLE' WIDE PUBLIC R/W

8.649 ACRES (GIS)

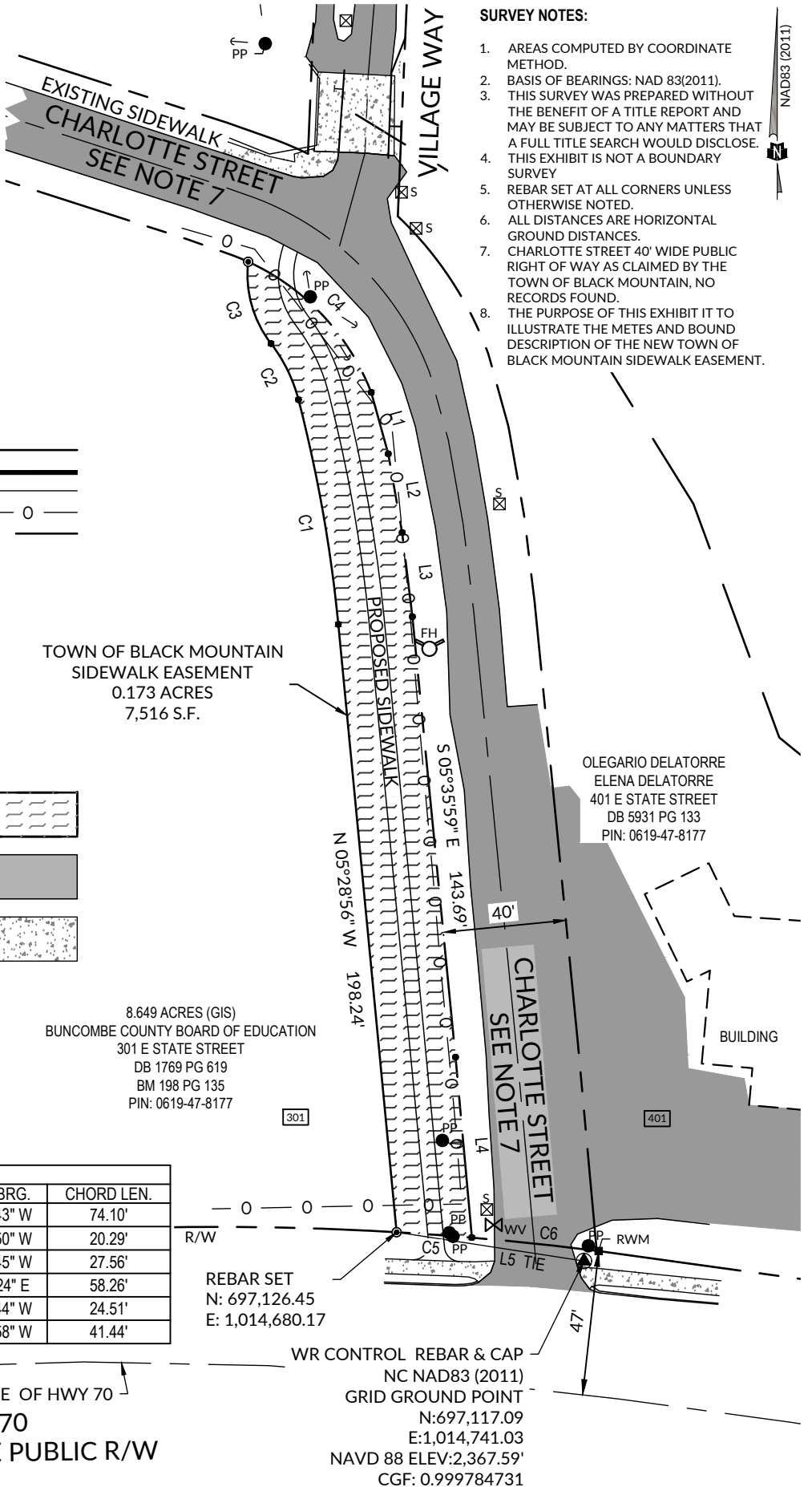
BUNCOMBE COUNTY BOARD OF EDUCATION

301 E STATE STREET

DB 1769 PG 619

BM 198 PG 135

PIN: 0619-47-8177



SURVEY NOTES:

1. AREAS COMPUTED BY COORDINATE METHOD.
2. BASIS OF BEARINGS: NAD 83(2011).
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH WOULD DISCLOSE. THIS EXHIBIT IS NOT A BOUNDARY SURVEY
4. REBAR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
6. CHARLOTTE STREET 40' WIDE PUBLIC RIGHT OF WAY AS CLAIMED BY THE TOWN OF BLACK MOUNTAIN, NO RECORDS FOUND.
7. THE PURPOSE OF THIS EXHIBIT IT TO ILLUSTRATE THE METES AND BOUND DESCRIPTION OF THE NEW TOWN OF BLACK MOUNTAIN SIDEWALK EASEMENT.

OLEGARIO DELATORRE

ELENA DELATORRE

401 E STATE STREET

DB 5931 PG 133

PIN: 0619-47-8177

REBAR SET

N: 697,126.45

E: 1,014,680.17

WR CONTROL REBAR & CAP

NC NAD83 (2011)

GRID GROUND POINT

N:697,117.09

E:1,014,741.03

NAVD 88 ELEV:2,367.59'

CGF: 0.999784731

SURVEYOR'S CERTIFICATE

I, MARSHALL WIGHT CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; DEED DESCRIPTIONS RECORDED IN REFERENCES HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS BROKEN LINES DRAWN FROM INFORMATION HEREON; THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1: 20,000 + ; AND THAT THIS EXHIBIT MAP IS FOR ILLUSTRATIVE PURPOSES ONLY, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 SECTION (N) AS AMENDED., WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS 8th DAY OF FEBRUARY A.D., 2023.

DocuSigned by:

Marshall Wight

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER, L- 5034

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



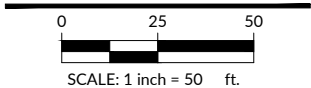
WR Job No.: 08220983.00

DATE: 2/1/23

SURVEYED BY: PD

DRAWN BY: MGW

CHECK & CLOSURE BY: MGW



SHEET: 1 of 1

SIDEWALK EASEMENT EXHIBIT

CHARLOTTE STREET

BLACK MOUNTAIN PRIMARY SCHOOL

PREPARED FOR

TOWN OF BLACK MOUNTAIN

301 E STATE ST, BLACK MOUNTAIN, NC 28711

BLACK MOUNTAIN TOWNSHIP | BUNCOMBE COUNTY | NC

PIN: 0619-47-8177

ZONING:





TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Savannah Parrish, *Town Clerk* **MEETING DATE:** March 13, 2023

AGENDA SECTION: UNFINISHED BUSINESS **DEPARTMENT:** ADMINISTRATION

TITLE OF ITEM: Appointment of Town Attorney – *Town Council*

SUGGESTED MOTION(S): I move that Council appoint _____ as Town Attorney, effective July 1, 2023 .

SUMMARY: Town Council Members instructed staff to issue an RFP (request for proposal) for Town Attorney Services for the benefit of the town and the town attorney. The last RFP was issued in 2018. The Town Council will now discuss the proposals received and appoint a Town Attorney. Attorney Ron Sneed announced at the February 13, 2023 meeting that he would not be seeking reappointment.

ATTACHMENTS: Responses to RFP.



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Savannah Parrish, *Town Clerk* **MEETING DATE:** March 13, 2023
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Ordinance to Prohibit Large Vehicles on Midland Avenue

SUGGESTED MOTION(S):

I move that Council adopt Ordinance O-23-05 as presented.

SUMMARY: The Town Council instructed staff to draft an ordinance to prohibit large vehicles on Midland Avenue for their consideration.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: Draft Ordinance

ORDINANCE NO. #O-23-05

AN ORDINANCE TO PROHIBIT LARGE VEHICLES ON MIDLAND AVENUE

WHEREAS, Midland Avenue is a town street that extends north from its intersection with West Street and Honeycutt Street to First Street; and

WHEREAS, Midland Avenue and First Street are narrow streets, limiting the turning radius for vehicles that travel north on Midland Avenue and have to turn either east or west on First Street; and

WHEREAS, large trucks making the turn at First Street often either run off the street onto the properties on either side of Midland Avenue, or are unable to make the turn at all, hindering or completely blocking traffic and creating safety hazards; and

WHEREAS, the Town may place such limitations on traffic on town streets as are necessary to insure safety and reduce congestion and traffic hazards; and

WHEREAS, it is in the best interest of the Town and the public who drive or travel on Midland Avenue to limit the use of Midland Avenue by large trucks.

NOW, THEREFORE, BE IT ORDAINED that the Code of Ordinances of the Town of Black Mountain, North Carolina, is hereby amended to add Section 47-56 to Chapter 47 of the Code of Ordinances, which section shall read as follows:

Section 47-56: Tractor Trailers and Large Trucks limited on Midland Avenue

- (a) Tractor trailers and vehicles exceeding 48 feet in length are prohibited from traveling on Midland Avenue.
- (b) This limitation on the use of Midland Avenue shall not apply to such trucks that enter onto the south end of Midland Avenue to deliver goods to the business at 203 East State Street.

This ordinance shall become effective on the 1th day of April, 2023,

READ, APPROVED, AND ADOPTED by a vote of _____ to _____ this the 13th day of March 2023.

C. Michael Sobol, Mayor

ATTEST:

Savannah Parrish, Town Clerk



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Henderson, *Recreation & Parks Director*

MEETING DATE: March 13, 2023

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Recreation & Parks

TITLE OF ITEM: Revised Babe Ruth MOU

SUGGESTED MOTION(S):

To approve as presented.

SUMMARY:

This is a revision of the current MOU that the town has with Charles D Owen Babe Ruth baseball/softball, this revision is for the addition of section 11, financial reporting, requiring Charles D Owen Babe Ruth to submit for review, bank statements at the end of each month during each season of play.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: 2023 Babe Ruth MOU

MEMORANDUM OF UNDERSTANDING

Between

CHARLES D. OWEN BABE RUTH and THE TOWN OF BLACK MOUNTAIN

1. The Town of Black Mountain will provide Charles D. Owen Babe Ruth with access to baseball/softball fields at Veteran's Park for practices and games for the duration of their season at no cost, so long as, scheduled practices or games do not interfere with previously scheduled Town sponsored events, programs, or leagues. Veteran's Park is a Town owned facility and Town sponsored events, programs, or leagues take precedence over third party usage of Veteran's Park.
2. Scheduling – Charles D. Owen Babe Ruth will provide notice of season start and end dates no less than 30 days before first official practice. Charles D. Owen Babe Ruth will provide a full schedule of practices and games no less than 15 days before first official game. Full schedule should include dates and times for practices, games and rain dates.
3. Field Maintenance/management – The following field maintenance/management responsibilities will be assumed by Black Mountain Public Works. Fertilizing, seeding, mowing, dragging, base placement. Charles D. Owen Babe Ruth will be responsible for the infield prep of each field including lining, batter's boxes, and pitching mounds/circles. Charles D. Owen Babe Ruth does not have the authority to add or remove any kind of surface to the field such as dirt, clay, grass, or any other material that may alter the integrity of the fields. The fields at Veteran's Park are property of the Town of Black Mountain and any amendments to the physical integrity of those fields shall only be performed by employees within the Black Mountain Public Works Department or Recreation and Parks Department. When any other maintenance issues arise the Recreation and Parks Department should be contacted during normal business hours (Monday-Friday, 8am-5pm) in order to submit the proper work orders. Any alterations to the physical integrity of the ballfields or facilities will result in termination of this agreement and access to park usage.
4. Structures – The Black Mountain Public Works Department will be responsible for the following structures: Backstops, outfield fences, bleachers, lighting, scoreboard, and maintenance on the score-booth and concession stand. Charles D. Owen Babe Ruth will be responsible for score-booth & concession stand cleaning, cleaning restrooms (game days & practices), portable pitcher's mound storage, installation & removal. Equipment may be stored in the upstairs portion of the concession stand/pressbox. Charles D. Owen Babe Ruth is not permitted to construct or install any type of physical structure on Town of Black Mountain Property.
5. Garbage/Litter pick-up – The Black Mountain Public Works Department will be responsible for all parking lot litter pick-up and emptying of all parking lot trash cans. Charles D. Owen Babe Ruth will be responsible for all ball field area litter and emptying of ball field area trash cans on game days and practice days. The Town of Black Mountain will charge Charles D. Owen Babe Ruth \$50 per hour for clean-up and litter pick-up that is not done by them on their scheduled

days of practice or games. The third offense of this type will result in the termination of Charles D. Owen Babe Ruth's use of the park.

6. Vehicle/Equipment Usage - Charles D. Owen Babe Ruth will not have access to use the Gator, drags and tractors.
7. Game Day and Practice Operations - Charles D. Owen Babe Ruth agrees to have a supervisor on-site during hours of facility use. In the event of an emergency Charles D. Owen Babe Ruth should contact emergency personnel (police, fire, EMT) first and contact the Recreation and Parks on-call staff.
8. Parking – During games and practices all vehicles must park in designated parking areas. No vehicles may block entrances, exits, ingress or egress.
9. Participation Reporting - Charles D. Owen Babe Ruth will provide a detailed report of participation in each one of their baseball and softball leagues at the end of the season. This report should include counts of Black Mountain Residents vs. Non- Residents, males vs. females, and scholarship totals.
10. Financing – The Town of Black Mountain budgets \$9,000 (GF 10-20-5650-151) each fiscal year for field upkeep and maintenance, as well as \$2,000 (GF 10-20-5650-330) for ballfield supplies. These line items are used to purchase materials and maintain the ballfields.
11. Financial Reporting – Charles D. Owen Babe Ruth agrees to submit and allow for the review of monthly bank statements at the end of each month during each season of play.
12. Insurance - Charles D. Owen Babe Ruth is required to provide a certificate of liability insurance policy naming the Town of Black Mountain as an additionally insured in the amount of \$1,000,000.00.
13. Charles D. Owen Babe Ruth hereby agrees and undertakes to save and hold harmless The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks, from any and all claims for damages to person or property that may arise out of the use of the facility and special equipment, without regard to whether the damage, personal or otherwise is brought about or caused by the negligence of the applicant, The Town of Black Mountain, Black Mountain Public Works and, Black Mountain Recreation & Parks, or any other person, firm, or corporation. Charles D. Owen Babe Ruth will be responsible for, and agree to pay for, damages done to the property and equipment of The Town of Black Mountain, Black Mountain Public Works, and Black Mountain Recreation & Parks exclusive of ordinary wear and tear.
14. Inclement Weather – In the event of inclement weather Black Mountain Public Works and/or Recreation and Parks will be responsible for making a determination concerning the playability and field conditions for games and practices. Decisions concerning inclement weather will be made by 3pm on the day of said practice or game. In the event that flooding occurs at Veteran's Park and the field conditions are deemed unplayable by The Town of Black Mountain, Black Mountain Public Works, or Black Mountain Recreation and Parks, game play and practices will be forfeited at Veteran's Park and Charles D. Owen Babe Ruth will be responsible for finding an alternative location.

15. Charles D. Owen Babe Ruth will do extensive background checks on all volunteer coaches and officers of the league. Background checks are to be preformed by a Town of Black Mountain approved vendor, and all background checks are to be submitted to the Town upon completion.
16. Charles D. Owen Babe Ruth will acknowledge The Town of Black Mountain as a partner in press materials and grant materials related to the leagues and use of Veteran's Park.
17. This agreement will be revisited and revised annually at the end of each season so that the partnership may continue in a mutually beneficial matter.

Charles D. Owen Babe Ruth Representative

Date

Town of Black Mountain Representative

Date



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Josh Harrold, *Town Manager* **MEETING DATE:** March 13, 2023

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Administration

TITLE OF ITEM: Cheshire Lighting Agreement

SUGGESTED MOTION(S):

To approve the “Agreement for Partial Reimbursement of Street Lighting Costs” for Cheshire as presented (or as amended) and to authorize the Town Manager to execute the Agreement for the Town.

SUMMARY:

An agreement has been prepared to continue the partial reimbursement from the Town to Cheshire Master Association, Inc. for lighting costs. The reimbursement will not exceed the money the Town would spend if streetlights in Cheshire had been installed in compliance with Town policy.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: Proposed agreement.

Modification to Agreement for Partial Reimbursement of Street Lighting Costs

This Modification, entered into on the part of the Town of Black Mountain (the "Town") and Cheshire Master Association (the "Association") sets forth certain revisions to the Agreement for Partial Reimbursement for Street Lighting Costs (the "Agreement") entered into between the Town and the Association, effective May 1, 2019. All provisions of the Agreement not herein modified remain in full force and effect.

WHEREAS, the Association maintains twenty two ornamental street lights within the Cheshire subdivision; and

WHEREAS, the Town and the Association recognize and agree that the street lights are not in keeping with those normally offered and installed by Duke Energy on behalf of the Town, and do not provide illumination consistent with the Town Statement of Policy for Street Lighting; and

WHEREAS, a number of the street lights in Cheshire are no longer operable and cannot be repaired in a cost effective manner;

THEREFORE,

The Association desires to replace as many as twenty two existing street lights within Cheshire in public rights-of-way in accordance with the Agreement. Such replacement is anticipated to take place over a period of several years. The first phase of replacement will be the installation of eight new street lights by Duke Energy Progress, at the expense of the Association, in locations shown on Exhibit A attached hereto. The Town agrees the proposed streetlights meet all Town standards for the display of outdoor lighting fixtures. At such time as the eight street lights are installed and operational the Town agrees to reimburse the Association monthly for each streetlight in the amount shown on the Schedule OL (NC) Outdoor Lighting Service published by Duke Energy Carolinas, LLC, (the "Schedule") attached hereto as Exhibit B. The amount of the reimbursement for each street light shall be based on the Schedule, as it may be amended from time to time, for Light Emitting Diode, New Pole Served Underground, 4500 Lumens, 50 Watts (currently \$21.32 monthly).

In future phases the Association anticipates replacing an additional six existing street lights in public rights-of-way within Cheshire, as shown in Exhibit C. Until such time new street lights are installed the Town shall reimburse the Association monthly for each of the six existing street lights the amount shown in the Schedule for Light Emitting Diode, Existing Pole, 4500 Lumens, 50 Watts (currently \$10.21), as that schedule shall be amended from time to time. At such time the Association is able to replace one or more of those six existing street lights the Town shall, after notification by the Association when new streets lights are installed and operational,

reimburse the Association monthly the amount shown in the Schedule in effect at the time of replacement for Light Emitting Diode, New Pole Served Underground, provided said street lights are placed in public rights-of-way and in accordance with the Agreement, as modified.

The Agreement, as modified, shall be effective March 16, 2023, and shall remain in effect until March 31, 2028, and shall be renewed automatically from year to year unless superseded, modified, or terminated by either party upon thirty days written notice.

IN WITNESS HEREOF, the parties hereto have caused this Modification to Agreement for Partial Reimbursement of Street Lighting Costs to be executed by their duly authorized officers on the dates below.

THE TOWN OF BLACK MOUNTAIN CHESHIRE MASTER ASSOCIATION, INC.

By: _____
Josh Harrold
Town Manager

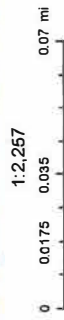
By: _____
R. Duke Woodson
President

Date: _____

Date: _____

EXHIBIT A

January 30, 2023



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

SCHEDULE OL (NC)
OUTDOOR LIGHTING SERVICEAVAILABILITY (North Carolina Only)

Available to the individual customer for lighting of outdoor areas at locations on the Company's distribution system. Service under this Schedule may be withheld or discontinued at the option of the Company.

RATE(A) Bracket-Mounted Luminaires

All-night outdoor lighting service using Company standard equipment mounted on standard poles:

<u>Lamp Rating</u>		<u>Per Month Per Luminaire</u>			
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Existing Pole (1)</u>	<u>New Pole</u>	<u>New Pole Served Underground</u>
High Pressure Sodium Vapor*					
4,000	21	Post Top (2)	NA	NA	\$17.78
9,500	47	Suburban (3)	\$10.92	\$17.41	\$22.03
9,500	47	Urban	\$12.32	\$18.81	\$23.43
13,000	56	Suburban (4) (in suitable mercury fixture)	\$11.96	NA	NA
16,000	70	Urban	\$13.32	\$19.81	\$24.43
27,500	104	Urban	\$15.75	\$22.24	\$26.86
50,000	156	Urban	\$19.17	\$25.66	\$30.28
16,000	70	Floodlight	\$16.48	\$22.97	\$27.59
27,500	104	Floodlight	\$19.41	\$25.90	\$30.52
50,000	156	Floodlight	\$21.81	\$28.30	\$32.92
Metal Halide**					
9,000	43	Urban	\$14.15	\$20.64	\$25.26
40,000	155	Urban	\$22.82	\$29.31	\$33.93
78,000	295	Area	\$52.76	\$59.25	\$63.87
110,000	395	Area	\$72.13	\$78.62	\$83.24
40,000	155	Floodlight	\$24.22	\$30.71	\$35.33
34,000	180	Floodlight (10)	\$22.70	\$29.19 (11)	NA
34,000	180	Floodlight (10)	NA	\$33.01 (12)	\$33.81
110,000	217	Floodlight (half night) (10)	\$33.05	\$39.54	\$44.16
110,000	435	Floodlight (10)	NA	\$61.82 (11)	NA
110,000	435	Floodlight (10)	\$56.26	\$62.75	\$67.37
Mercury Vapor***					
4,000	41	Suburban (7)	\$9.83	NA	NA
4,000	41	Post Top (2)	\$9.03 (5)	NA	\$20.14 (6)
4,000	41	Post Top (7)	\$11.93	NA	NA
7,500	75	Suburban (3)	\$9.86	\$16.35	\$20.97
7,500	75	Urban (6)	\$11.11	\$17.60	\$22.22
7,500	75	Post Top (7)	\$16.99	NA	NA
20,000	152	Urban (6)	\$15.25	\$21.74	\$26.36
Light Emitting Diode (8) (9)					
4,500	18	Area 50 watts	\$10.21	\$16.70	\$21.32
6,500	25	Area 70 watts	\$10.45	\$16.94	\$21.56

SCHEDULE OL (NC)
OUTDOOR LIGHTING SERVICE

9,500	40	Area	110 watts	\$12.70	\$19.19	\$23.81
12,500	54	Area	150 watts	\$14.16	\$20.65	\$25.27
18,500	79	Area	220 watts	\$16.64	\$23.13	\$27.75
24,000	101	Area	280 watts	\$18.98	\$25.47	\$30.09
43,000	151	Area	420 watts	\$40.10	\$46.59	\$51.21
48,000	179	Area	530 watts	\$44.98	\$51.47	\$56.09
15,000	47	Floodlight	130 watts	\$21.74	\$28.23	\$32.85
30,000	48	Floodlight	260 watts (half night) (10)	\$45.76	\$52.25	\$56.87
30,000	95	Floodlight	260 watts	\$47.06	\$53.55	\$58.17

* High pressure sodium vapor luminaires are no longer available for new installations. Upon complete fixture failure, the Company will replace any standard or nonstandard/decorative high pressure sodium vapor luminaire with a comparable LED luminaire and the monthly rate for the new luminaire will apply. Where the Customer requests the continued use of the same luminaire type for appearance reasons, the Company will attempt to provide such luminaire and the Customer shall commence being billed in accordance with paragraph (A) above or paragraph (B) below. Customer requested replacement of high pressure sodium vapor luminaire prior to fixture failure are subject to a transition fee as provided under paragraph (D) below.

** Metal halide luminaires are no longer available for new installations. Upon failure of the luminaire or ballast, the Company will replace any standard or nonstandard/decorative metal halide luminaire with a comparable LED luminaire and the monthly rate for the new luminaire will apply. Customer requested replacements of metal halide luminaires prior to failure are subject to a transition fee as provided for under paragraph (D) below.

*** Mercury vapor luminaires are no longer available and will be replaced with LED luminaires. (See Notes 8 and 9).

- (1) The "Existing Pole" rate is applicable to installations, including pole, installed prior to November 12, 1991. After this date, the "Existing Pole" rate is available only for luminaires attached to poles which are not installed solely to support the luminaire.
- (2) Luminaire is not available for the lighting of streets, roadways, and other vehicle thoroughfares.
- (3) Closed to new installations on or after July 1, 2005.
- (4) Closed to new installations on or after September 15, 1985.
- (5) Closed to new installations on or after November 12, 1991.
- (6) Closed to new contracts on or after October 1, 2007 for luminaires installed before January 1, 2008.
- (7) Closed to new installations.
- (8) Light Emitting Diode (LED) luminaires are available for new installations after January 28, 2014, as replacements for failed mercury vapor luminaires and for customer requested replacements of existing mercury vapor luminaires, provided the fixture will accommodate an LED luminaire as a replacement. LED luminaires are not available as replacements for High Pressure Sodium Vapor or Metal Halide luminaires except as provided for under paragraph (D) below. LED luminaires are not available as replacements for other LED luminaires except as provided for under paragraph (E) below.
- (9) The Company will replace standard mercury vapor luminaires with LED luminaires not otherwise replaced under Note 8 above by December 31, 2019. The Company will replace post top mercury vapor luminaires with LED luminaires not otherwise replaced under Note 8 above by December 31, 2023.
- (10) Not available to new locations unless installed prior to January 1, 2008 in the former Duke Energy Carolinas Nantahala Area in Cherokee, Clay, Graham, Macon, Jackson, and Swain counties.
- (11) 30' wood pole served overhead.
- (12) 40' wood pole served overhead.

(B) Other Luminaires

Decorative and non-standard luminaires can be installed on request, at the Company's option, at the rate in (A) above plus an extra monthly charge equal to 1.0% of the estimated difference in cost installed between the luminaire and structure requested and the equivalent luminaire and wood pole in (A) above.

SCHEDULE OL (NC)
OUTDOOR LIGHTING SERVICE(C) Underground Charges

- (1) Additional monthly charge for the underground conductor system: \$0.07 for each increment of 10 feet, or less, over 150 feet per pole.
- (2) When the installation requires the cutting and replacing of pavement, 1.0% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.0% of the estimated cost of the underground conductor system.
- (4) An underground conductor system, up to 150 feet per pole, can be installed to an existing pole under the "Existing Pole" rate in (A) above, for an additional monthly charge of \$4.62 per pole. For installations over 150 feet per pole, the charges under (C) (1) above will apply in addition to the \$4.62 charge.
- (5) Additional monthly charge for the underground conductor system for existing pole installations in-service prior to November 12, 1991:

<u>Feet Per Pole</u>	<u>From Overhead System</u>	<u>From Underground System</u>
0 – 100 feet	\$0.48	\$0.34
101 – 200 feet	\$0.87	\$0.73
Over 200 feet	\$0.87 plus \$0.07 for each increment of 10 feet, or less, over 200 feet	\$0.73 plus \$0.07 for each increment of 10 feet, or less, over 200 feet

(D) Transition Fees for Change out of High Pressure Sodium and Metal Halide Luminaires to LED Luminaires

Upon customer request, the Company will replace a High Pressure Sodium or Metal Halide luminaire with a LED luminaire upon payment to the Company, in advance, a transition fee as follows:

- (1) For non-floodlight luminaires billed under paragraph (A) above, the fee shall be \$50.00 for each such luminaire replaced. For floodlight luminaires billed under paragraph (A) above, the fee shall be \$101.00 for each such luminaire replaced.
- (2) For luminaires billed under paragraph (B) above, the fee shall be calculated on a per luminaire basis as the loss due to early retirement of the luminaire being replaced.
- (3) Customers will not be charged a transition fee for metal halide luminaires that are replaced due to failure of the ballast or luminaire.
- (4) Customers will not be charged a transition fee for high pressure sodium luminaires that are replaced due to fixture failure. If fixture failure is due to willful damage, the Customer shall be responsible to pay applicable transition fees as noted above.

(E) Transition Fees for Change out of LED Luminaires to other LED Luminaires

Upon Customer request, the Company will replace a LED luminaire with another LED luminaire at the same location. If the LED luminaire being replaced has been in service less than 20 years and the original contract term has been fulfilled, there will be a fee of \$40.00 paid in advance for each LED luminaire replaced and billed under paragraph (A) or paragraph (B) above. For LED luminaires that have been in service for 20 years or longer and initial contract terms have been fulfilled, the Company will, at no cost to the Customer, change the fixture at the same location under a new contract. For LED luminaires where the original contract term has not been fulfilled, the customer will pay the applicable termination fee under the original contract and a transition fee will not be charged.

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 60 Fuel Cost Adjustment Rider

SCHEDULE OL (NC)
OUTDOOR LIGHTING SERVICE

Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

EXPLANATORY NOTES AND OTHER CHARGES

- (1) Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The Company will readily replace burned-out lamps and otherwise maintain the luminaires during regular daytime working hours following notification by the Customer.
- (2) Luminaires will be installed only on Company-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (3) Equipment (such as disconnecting switches) not supplied by the Company as standard is not available under this Schedule, and shall not be installed by the Customer.
- (4) This Schedule is not available for seasonal or other part-time operation of outdoor luminaires, except as otherwise noted.
- (5) For non-floodlight luminaires, color-improved lamps installed prior to October 1, 2007 are supplied for an extra charge of \$1.01 per lamp per month. For non-floodlight luminaires installed prior to October 1, 2007 there will be no additional charge for color-improved lamps installed as replacements for clear mercury vapor luminaires, nor for color improved lamps installed in new non-flood luminaires on or after October 1, 2007.
- (6) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (7) All non-floodlight luminaires except the 110,000 lumen metal halide fixture will be installed on standard 30-foot, class 6 size wood poles. The 110,000 lumen metal halide fixture will be installed on standard 40-foot, class 5 wood poles. On Customer request, and for an additional charge, all non-floodlight luminaires, except the 110,000 lumen metal halide fixture can be installed on wood poles larger than the standard 30-foot, class 6 size, if the location permits the use of bucket-type equipment for mounting and servicing: 35-foot, class 5 pole for 30 cents per month, or 40-foot, class 5 pole for 41 cents per month. For all luminaires, wood poles longer than 40-feet, or structures other than standard wood poles, can be installed for an extra monthly charge equal to 1.0% of the estimated installed cost difference between the requested pole or structure, and the standard wood pole, but not less than \$5.41 per month per pole or structure. For all non-floodlight luminaires, brackets longer than 30 inches, but not longer than 20 feet, can be installed where use of bucket-type equipment is permitted for an extra charge of 71 cents per month per bracket.
- (8) Where two or more luminaires were installed for service before November 12, 1991 on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.72.
- (9) Luminaire locations shall be designated by the Customer and where only an extension of secondary facilities is required from the nearest distribution source, the rate per luminaire in (A) above shall apply. When the number of required poles exceeds the number of luminaires requested, a monthly charge not less than \$1.72 per standard wood pole shall be made for luminaires installed for service before November 12, 1991. A monthly charge of \$6.49 per standard wood pole shall be made for luminaires installed for service after November 12, 1991. When any installation requires an extension of primary facilities solely to serve the luminaires, an additional monthly charge equal to 1.0% of the estimated cost of the primary extension shall be made. Should any installation require guying of secondary facilities, a charge of 61 cents per month per guy shall be made.
- (10) "Suburban" luminaires are defined as standard NEMA-style fixtures with refractors and vertical-burning lamps. "Urban" luminaires are defined as "cobra-style" fixtures with enclosed refractive or flat lenses and horizontal-burning lamps.

SCHEDULE OL (NC)
OUTDOOR LIGHTING SERVICEPAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of three (3) years to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. Additionally, if the Customer requests to terminate the agreement for Metal Halide and/or High Pressure Sodium luminaires prior to the end of the original term in order to convert to an LED luminaire, the Customer will pay the applicable transition fee and a termination fee will not be charged. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) Three years for all luminaires installed by the Company as standard, post top and bracket-mounted on standard poles.
- (b) Ten years for all luminaires designated by the Company as decorative or nonstandard, and for all standard luminaires mounted on supports other than standard wood poles or other non-standard supports, and for primary extensions solely serving the luminaires.

Buncombe County

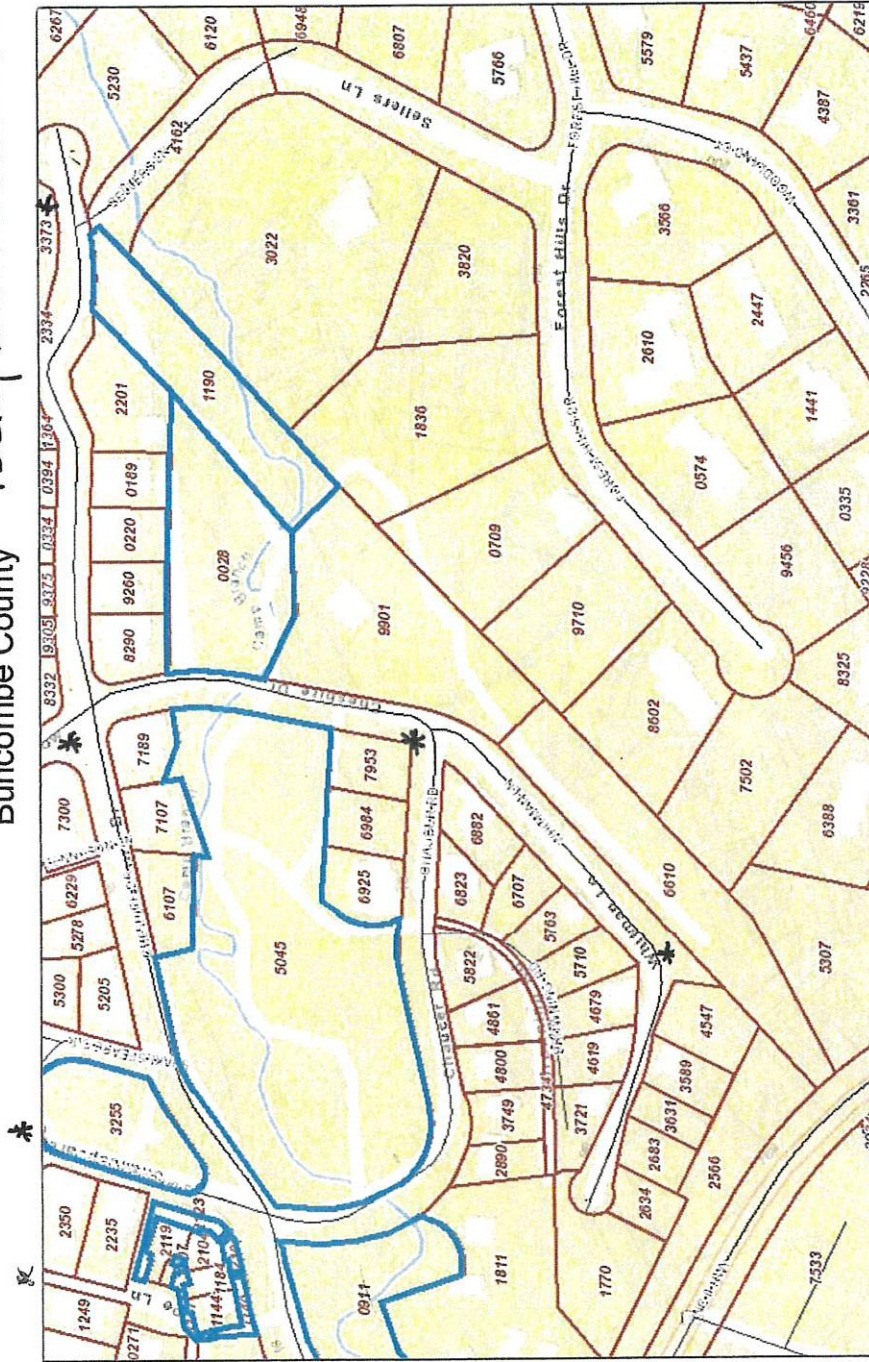


EXHIBIT C



TOWN OF BLACK MOUNTAIN AGENDA ITEM SUMMARY

SUBMITTER: Jessica Trotman, *Planning Director* **MEETING DATE:** March 13, 2023

AGENDA SECTION: ANNOUNCEMENT **DEPARTMENT:** Planning

TITLE OF ITEM: Blue Ridge Snorkel Trail

SUGGESTED MOTION(S):

Information only.

SUMMARY:

The North Carolina Wildlife Resources Commission (NCWRC) has selected Veterans Park as one of ten sites in Western North Carolina for the Blue Ridge Snorkel Trail.

A kiosk will be placed where people are encouraged to put on a snorkel and look at species. The kiosk will contain information about the trail and approximately ten species that are associated with the location. NCWRC hopes to have the kiosk installed by the end of the summer. Signs with the trail logo and directional arrows will be placed in the parking lot.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: