

RESOLUTION NO. 11-150

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CAPTURION NETWORK LLC FOR THE INSTALLATION OF NEW SCOREBOARDS AND VIDEO BOARDS IN THE ASHEVILLE CIVIC CENTER ARENA AND CONCOURSE

WHEREAS, the City of Asheville has authority pursuant to Article 8 of N.C.G.S Chapter 143 to enter into contracts for construction and repair of City buildings and facilities; and

WHEREAS, pursuant to N.C.G.S. § 143-129, the City has engaged in an informal bid process and awarded the Agreement to the lowest responsible bidder; and

WHEREAS, the amount of the Agreement is \$ 254,715.00 and the monies have been budgeted in the Civic Center 2012 Fiscal Year Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to enter into a contract on behalf of the City of Asheville with Capturion Network LLC for \$ 254,715.00 for the installation of scoreboards and video boards in the arena and concourse of the Asheville Civic Center and further authorized to execute any change orders to said contract or documents which may arise during construction of said project up to the budgeted amount.

Read, approved and adopted this the 9th day of August, 2011.

Magdalen Boulson
City Clerk

Jerry Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk

Rescinded - see Reso 11-182

RESOLUTION NO. 11-151

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPL INTEGRATED SOLUTIONS (AVI-SPL, INC) FOR THE INSTALLATION OF A NEW SOUND REINFORCEMENT SYSTEM IN THE ASHEVILLE CIVIC CENTER ARENA

WHEREAS, the City of Asheville has authority pursuant to Article 8 of N.C.G.S Chapter 143 to enter into contracts for construction and repair of City buildings and facilities; and

WHEREAS, pursuant to N.C.G.S. § 143-129, the City has engaged in an informal bid process and awarded the Agreement to the lowest responsible bidder; and

WHEREAS, the amount of the Agreement is \$ 368,233.71 and the monies have been budgeted in the Civic Center 2012 Fiscal Year Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to enter into a contract on behalf of the City of Asheville with SPL Integrated Solutions (AVI-SPL, Inc), for \$368,233.71 for the installation of a new sound reinforcement system in the arena of the Asheville Civic Center and further authorized to execute any change orders to said contract or documents which may arise during construction of said project up to the budgeted amount.

Read, approved and adopted this the 9th day of August, 2011.

Magdalen Paulson City Clerk John Buller Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Paulson
City Clerk

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL AGREEMENT WITH THE N.C. DEPT. OF TRANSPORTATION FOR THE INSPECTION OF BRIDGES ON THE MUNICIPAL STREET SYSTEM

WHEREAS, the City has the authority, pursuant to G.S. 160A-305, to enter into agreements with the State of North Carolina in aid of highway safety; and

WHEREAS, the City of Asheville has requested the Department of Transportation to perform certain work under the Federal-Aid Highway Bridge Replacement and Rehabilitation Program, said work to consist of the inspection and analysis of all public bridges on the Municipal Street System in the City of Asheville; and

WHEREAS, the City of Asheville proposes to enter into an agreement with the North Carolina Department of Transportation for said work wherein the Department of Transportation or a Consulting Engineering firm retained by the Department of Transportation will inspect and prepare the necessary reports for all public bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards; and

WHEREAS, under the proposed agreement the Federal Highway Administration shall reimburse the Department of Transportation for eighty (80) percent of the cost of the work subject to compliance with all applicable federal policy and procedural rules and regulations; and

WHEREAS, under the proposed agreement the City of Asheville shall reimburse the Department of Transportation for all costs and work incurred by the Department of Transportation not paid by the Federal highway Administration; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT;

The agreement for the herein above referenced bridge inspection work is hereby formally approved by the City of Asheville and the Mayor is hereby authorized to execute the required agreement between the City of Asheville and the Department of Transportation.

Read, approved and adopted this 9th day of August, 2011.

Magdalen Boulson
City Clerk

Jerome Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk

RESOLUTION NO. 11-153

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ESRI, INC. FOR A 3 YEAR CONTRACT FOR GIS SOFTWARE MAINTENANCE

WHEREAS, the City has the authority pursuant to N.C.G.S. 160A-20.1 to enter into contracts with private entities to perform any authorized functions; and

WHEREAS, the City had a 3 year contract with ESRI, Inc. for GIS software maintenance, and staff recommends a new 3 year contract; and

WHEREAS, the software maintenance contract provides for a fixed rate maintenance cost for the next 3 years; and

WHEREAS, the current contract between the City of Asheville and ESRI, Inc. will be expiring and both parties wish to enter into a new 3 year contract for maintenance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to enter into an agreement with ESRI, Inc. on behalf of the City of Asheville for the purpose of providing a fixed rate maintenance contract for GIS software in the amount of \$50,000 per year for the next 3 years, total contract amount of \$150,000.

Read, approved and adopted this the 9th day of August, 2011.

Magdalen Bourleson
City Clerk

George M. Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Bourleson
City Clerk

RESOLUTION NO. 11- 154

RESOLUTION AMENDING THE STRATEGIC OPERATING PLAN FOR FISCAL YEAR 2011-2012

WHEREAS, the Asheville City Council adopted resolution number 11-89 on April 26, 2011, reaffirming Council's Strategic Operating Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Council adopts the amended goals and objectives as described in Exhibit "A" for 2011-2012.

Read, approved and adopted this 9th day of August, 2011.

Magdalen Boulton
City Clerk

George Bellamy
Mayor

Approved as to form:
[Signature]
City Attorney

Magdalen Boulton
City Clerk



CITY OF Asheville

Strategic Operating Plan 2011-2012

Affordable

The City of Asheville will offer a standard of living that is affordable and attainable for people of all incomes, life stages and abilities.

Goal I: Hold the line on taxes and minimize fees.

Objective 1: Explore opportunities to enhance affordability by reducing utility costs through innovative energy efficiency financing programs.

Objective 2: Create an Affordable Housing Standing Board or Commission to advise City Council on matters relating to affordable housing consisting of a diverse stakeholder group.

Goal II: Support the creation and preservation of affordable rental and home ownership opportunities in Asheville so that all citizens have access to safe, sufficient and affordable housing.

Objective 1: Implement reforms to Unified Development Ordinance to encourage affordable housing development; utilize zoning where possible to encourage and align affordable housing with transit.

Objective 2: Explore opportunities for public/private partnerships and innovative financing mechanisms to incentivize affordable housing development.

Objective 3: Support the Housing Authority to develop a comprehensive plan for public housing; continue to pursue redevelopment of public housing with a HOPE VI-type project.

Objective 4: Support initiatives to end chronic homelessness in Asheville with an emphasis on the Housing First philosophy.

Objective 5: Continue to provide funding for affordable housing development loans through the Housing Trust Fund; increase the number of long-term affordable units supported by the Housing Trust Fund.

Fiscal Responsibility

The City of Asheville will support a stronger, more prosperous community by making smart investments that accomplish lasting, tangible returns.

Goal I: Operate the City of Asheville to the highest levels of fiscal responsibility.

Objective 1: Identify resources for strategic initiatives and create meaningful performance measures for programs and services.

Objective 2: Sustain at least a 15% Fund Balance.

Goal III: Explore alternatives for enhancing the city's long-term financial commitment to master plan implementation, infrastructure maintenance, capital improvements, and public facilities.

Objective 4: Seek efficiencies in master plan implementation by identifying plan interdependencies, funding sources and key partnerships.

Objective 5: Conduct a comprehensive review of the City's Enterprise Funds, including financial, operational and capital performance.

Objective 1: Leverage internal and external partnerships for pursuing capital improvements and infrastructure projects.

Objective 2: Review analysis of revenue streams to identify opportunities for revenue diversification.

Objective 3: Explore feasibility of a bond program now or in future years; learn more about financing options outside of a property tax increase.

Job Growth & Community Development

Goal I: Create more collaborative and effective working partnerships between the City of Asheville, the business community, and other key organizations to effectively manage the city's regulatory environment while accomplishing economic development goals.

Asheville will support a dynamic and robust local economy with balanced and sustainable growth.

- Objective 1:** Support diversified job growth and business development.
- Objective 2:** Support business through limited taxes, fees, and regulations.
- Objective 3:** Partner in regional economic development strategies, including the HUB; continue partnership in the Economic Development Coalition.
- Objective 4:** Expand partnerships with UNC-Asheville, A-B Tech, Mars Hill College, Warren Wilson College and other institutions to achieve common goals, including health and wellness, workforce development, and sustainable Economic Development.
- Objective 5:** Provide leadership in buying local products and services.
- Objective 6:** Work cooperatively with state and county elected officials to enable the City to implement practical water system management and voluntary annexation policies.
- Objective 7:** Consider funding for Asheville Civic Center improvements by building on momentum with existing partners.
- Objective 8:** Seek partnerships for the 4th of July and New Year's Eve fireworks displays.
- Objective 9:** Support local and regional Sustainable Community Initiatives and seek investments in Sustainable Community Initiative; seek opportunities for recognition.

Goal II: Support a strong local economy by continuing to implement sustainable growth and development policies.

- Objective 1:** Promote sustainable, high-density, infill growth that makes efficient use of existing resources.
- Objective 2:** Support the riverfront redevelopment partnership and formation of a dedicated office.
- Objective 3:** Complete the Downtown Master Plan implementation.
- Objective 4:** Pursue models for re-formatting the Unified Development Ordinance so that it is easy to use and understand.
- Objective 5:** Consider tools and programs the City could use to promote job growth and creation.
- Objective 6:** Improve the affordability of water and stormwater utility rates for residential customers and ensure effectiveness and value for fees charged.

Goal III: Maintain Asheville's commitment to being an 'employer of choice' in the region.

- Objective 1:** Attract and retain quality employees with an emphasis on local labor pool development opportunities and by paying sound wages and benefits.
- Objective 2:** Enhance diversity in the City as an organization so that the workforce more closely resembles the community, especially in the area of public safety.

Green & Sustainable

Asheville will be the southeastern leader in clean energy and environmental sustainability.

Goal I: Set and develop a plan for implementing a community energy reduction goal.

Objective 1: Work with regional partners to create incentives for green building, energy conservation and energy independence.

Objective 2: Expand community education programs including climate awareness, water conservation, recycling, stormwater, and sustainability.

Goal II: Take the City of Asheville's sustainability program to the next level.

Objective 1: Identify strategies and costs for increasing the city's annual energy reduction goal to 4 percent.

Objective 2: Implement ways to reduce city-wide solid waste.

Objective 3: Review the City of Asheville's ordinances that relate to tree topping, as well as parking lot tree requirements for spacing and shade.

Safe

Asheville will be one of the safest and most secure communities when compared to similar cities.

Goal I: Make Asheville the safest city in America based on approved metrics for similarly sized cities; bring benchmark metric back to City Council for approval and tracking.

Objective 1: Implement strategies to significantly improve public safety in neighborhoods in Asheville with the highest levels of crime.

Objective 2: Continue efforts to eliminate open air drug markets in Asheville.

Objective 3: Track and monitor performance of the Nuisance Court and the "Changing Together" program.

Objective 4: Support recreation and employment alternatives for youth at risk of gang exposure.

Objective 5: Support the Safe Routes to School program by applying for funding for one school this year.

Objective 6: Seek resources to enhance the Asheville Police Department's internet child abuse program.

Goal II: Maintain accreditation and ISO ratings of Asheville Fire & Rescue Department.

Objective 1: Develop an action plan for maintaining fire and rescue standard of cover throughout the city.

Objective 2: Increase participation in state fire code inspection schedule to 90 percent.

Multimodal Transportation

Integrate and implement a multi-modal transportation plan including sidewalks, bike paths, signal preemption, transit, greenways, streets, rivers and access to the river, and other system improvements resulting in a funding priority list.

Objective 1: Increase the output of sidewalk construction and maintenance through the doubling of funds.

Objective 2: Seek partnerships for investments in greenway and sidewalk infrastructure, including cost sharing options.

Objective 3: Clearly develop a long-term Capital Improvement Program funding plan for sidewalk, bike lane and greenway projects beyond a pay-go strategy.

Objective 4: Leverage existing funds to pursue pedestrian and bike friendly community opportunities.

Objective 5: Make progress in solving the Merrimon Corridor problem by pursuing an N.C. DOT analysis using their Complete Streets Policy.

Objective 6: City Council adoption of a Complete Streets policy.

Objective 7: Study alternative options for downtown parking, to include the creation of a downtown trolley.

RESOLUTION NO. 11- 155

RESOLUTION MAKING PROVISIONS FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT YAPPY HOUR ON THE DATE OF THURSDAY, AUGUST 11, 2011 FROM 6:00 PM – 8:00 PM

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at Yappy Hour.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the Yappy Hour event area, as shown on Exhibit A.

The Yappy Hour area where open containers of malt beverages and/or unfortified wine shall be allowed is within the boundaries of Pack Square Park's Roger McGuire Green.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for Yappy Hour on Thursday, August 11, 2011 from 6:00 p.m. – 8:00 p.m.
3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or unfortified wine are not allowed anywhere in the Yappy Hour event area. No other possession of open containers of malt beverages and/or unfortified wine or consumption of malt beverages and/or unfortified wine shall be allowed in the Yappy

Hour event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of Yappy Hour listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

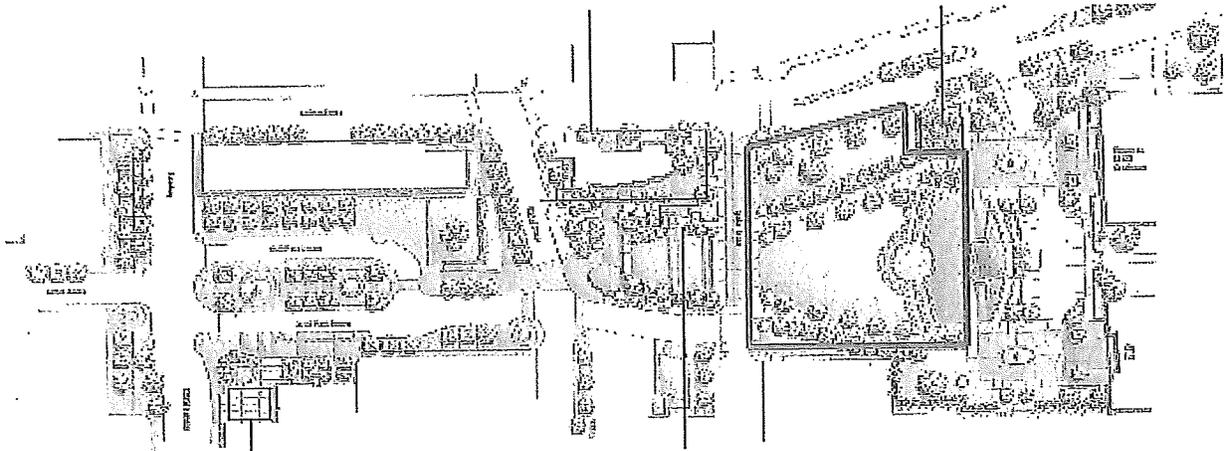
Magdalen Paulson
City Clerk

Sam Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Paulson
City Clerk



Alcohol Area

RESOLUTION NO. 11- 156

RESOLUTION MAKING PROVISION FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT THE RANGE ROVER EVOQUE LAUNCH ON THE DATE OF THURSDAY, AUGUST 25, 2011 FROM 6:00 PM – 8:00 PM

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at the Range Rover Evoque Launch event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the Range Rover Evoque Launch event area, as shown on Exhibit A

The Range Rover Evoque Launch event area is located within Pack Square Park's raised lawn, Vance Monument Median, and the street of North Pack Square.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for the Range Rover Evoque Launch event on Thursday, August 25, 2011 from 6:00 p.m. – 8:00 p.m.
3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or unfortified wine are not allowed anywhere in the Range Rover Evoque Launch event

area. No other possession of open containers of malt beverages and/or unfortified wine or consumption of malt beverages and/or unfortified wine shall be allowed in the Range Rover Evoque Launch event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of the Range Rover Evoque Launch event, listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

Magdalen Boulson
City Clerk

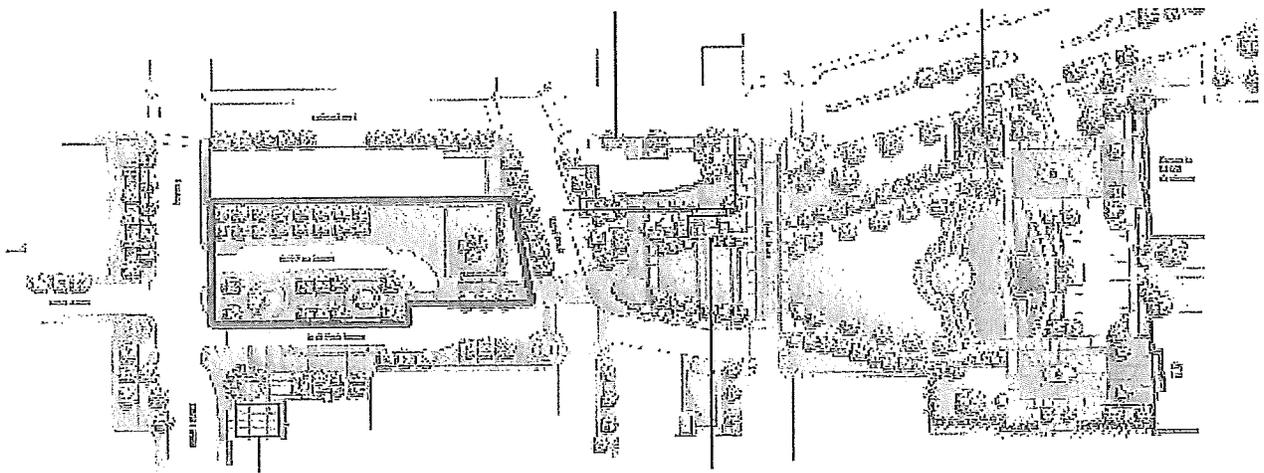
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk

Exhibit A



Alcohol Area

RESOLUTION NO. 11- 157

RESOLUTION MAKING PROVISIONS FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT THE LEXINGTON AVENUE ARTS & FUN FESTIVAL ON THE DATE OF SATURDAY, SEPTEMBER 3, 2011 FROM 11:00 AM – 10:00 PM AND SUNDAY, SEPTEMBER 4, 2011 FROM 12:00 PM – 9:00 PM

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at the Lexington Avenue Arts & Fun Festival.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the Lexington Avenue Arts & Fun Festival event area, as shown on Exhibit A.

The Lexington Avenue Arts & Fun Festival event area is within the boundaries of Lexington Avenue between the intersections of College Street and the I-240 overpass, Walnut Street between Lexington Avenue and Carolina Lane.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for the Lexington Avenue Arts & Fun Festival on Saturday, September 3, 2011 from 11:00 a.m. – 10:00 p.m. and Sunday, September 4, 2011 from 12:00 p.m. – 9:00 p.m.
3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or

unfortified wine are not allowed anywhere in the Lexington Avenue Arts & Fun Festival event area. No other possession of open containers of malt beverages and/or unfortified wine or consumption of malt beverages and/or unfortified wine shall be allowed in the Lexington Avenue Arts & Fun Festival event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of the Lexington Avenue Arts & Fun Festival, listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

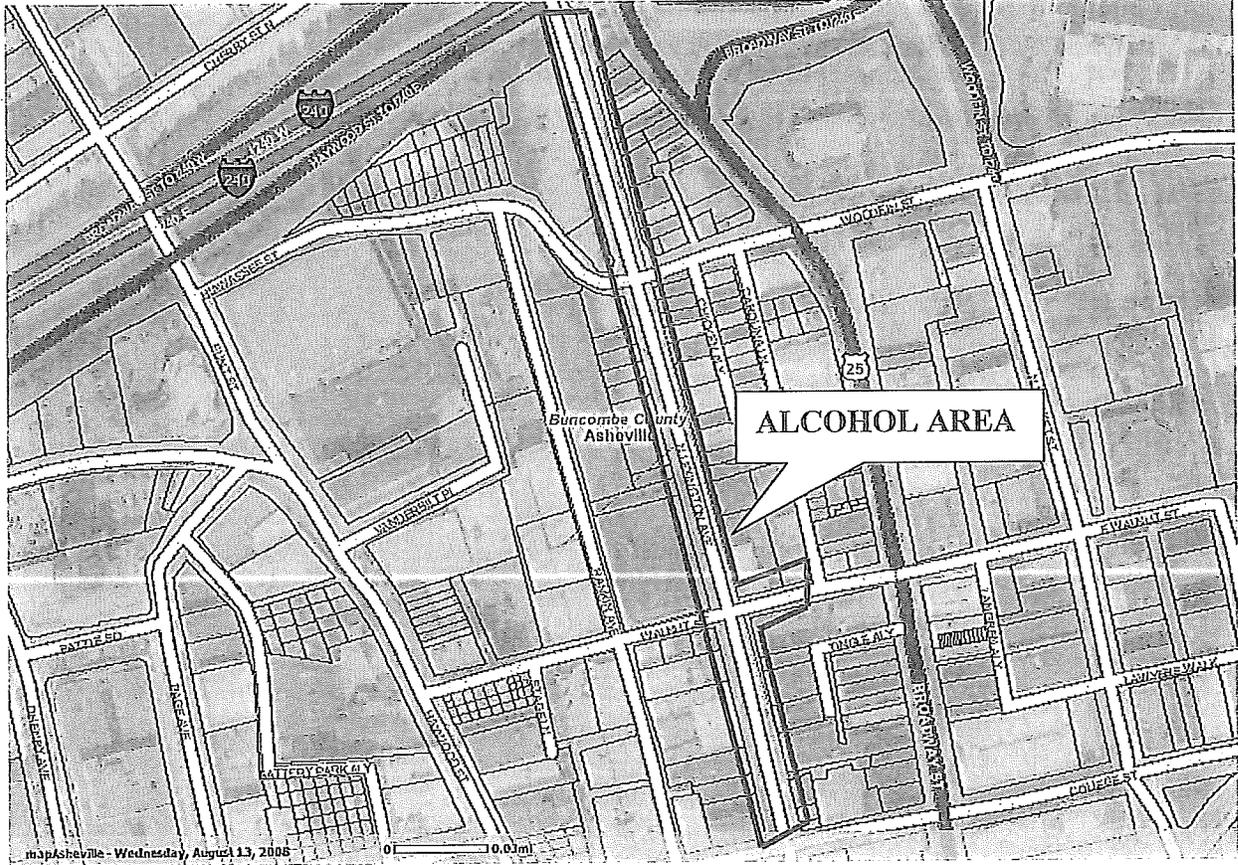
Magdalen Boulson
City Clerk

Jimmy Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk



RESOLUTION NO. 11- 158

RESOLUTION MAKING PROVISIONS FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT ORGANICFEST ON THE DATE OF SATURDAY, SEPTEMBER 10, 2011 FROM 10:00 AM – 8:00 PM.

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at OrganicFest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the OrganicFest event area, as shown on Exhibit A.

The OrganicFest event area is within the boundaries of Pack Square Park's Roger McGuire Green.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for OrganicFest on Saturday, September 10, 2011 from 10:00 a.m. – 8:00 p.m.
3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or unfortified wine are not allowed anywhere in the OrganicFest event area. No other possession of open containers of malt beverages and/or unfortified wine or

consumption of malt beverages and/or unfortified wine shall be allowed in the OrganicFest event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of OrganicFest, listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

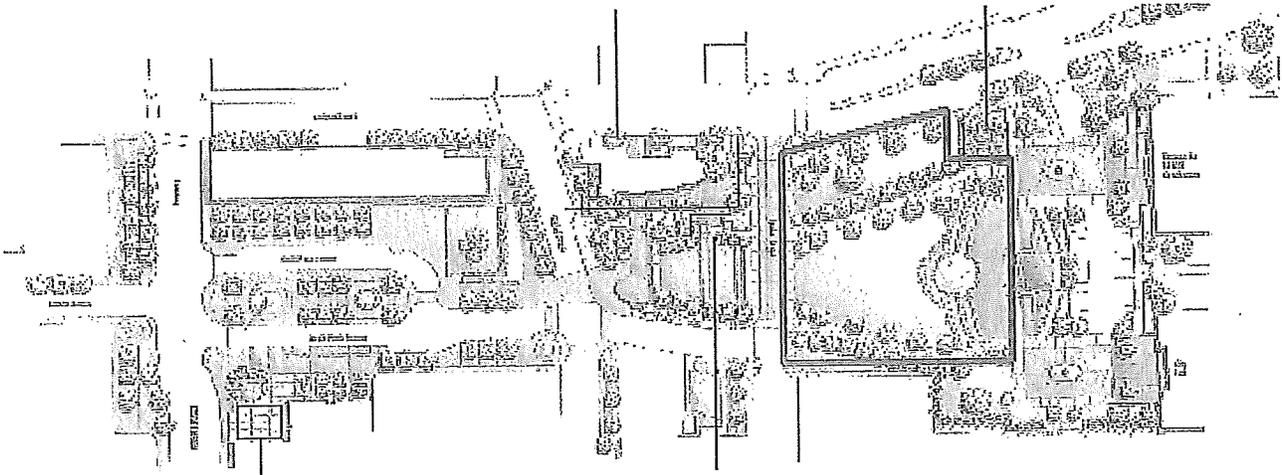
Magdalen Boulson
City Clerk

Devy M Belland
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk



Alcohol Area

RESOLUTION NO. 11- 159

RESOLUTION MAKING PROVISIONS FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT THE ASHEVILLE CITIZEN-TIMES HALF MARATHON & 5K ON THE DATE OF SATURDAY, SEPTEMBER 17, 2011 FROM 8:30 AM – 12:00 PM

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at the Asheville Citizen Times Half Marathon & 5K.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the Asheville Citizen-Times Half Marathon & 5K event area, as shown on Exhibit A.

The Asheville Citizen-Times Half Marathon & 5K event area is within a designated portion of Otis Street.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for the Asheville Citizen-Times Half Marathon & 5K on Saturday, September 17, 2011 from 8:30 a.m. – 12:00 p.m.

3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or unfortified wine are not allowed anywhere in the Asheville Citizen-Times Half Marathon & 5K event area. No other possession of open containers of malt

beverages and/or unfortified wine or consumption of malt beverages and/or unfortified wine shall be allowed in the Asheville Citizen-Times Half Marathon & 5K event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of the Asheville Citizen-Times Half Marathon & 5K, listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

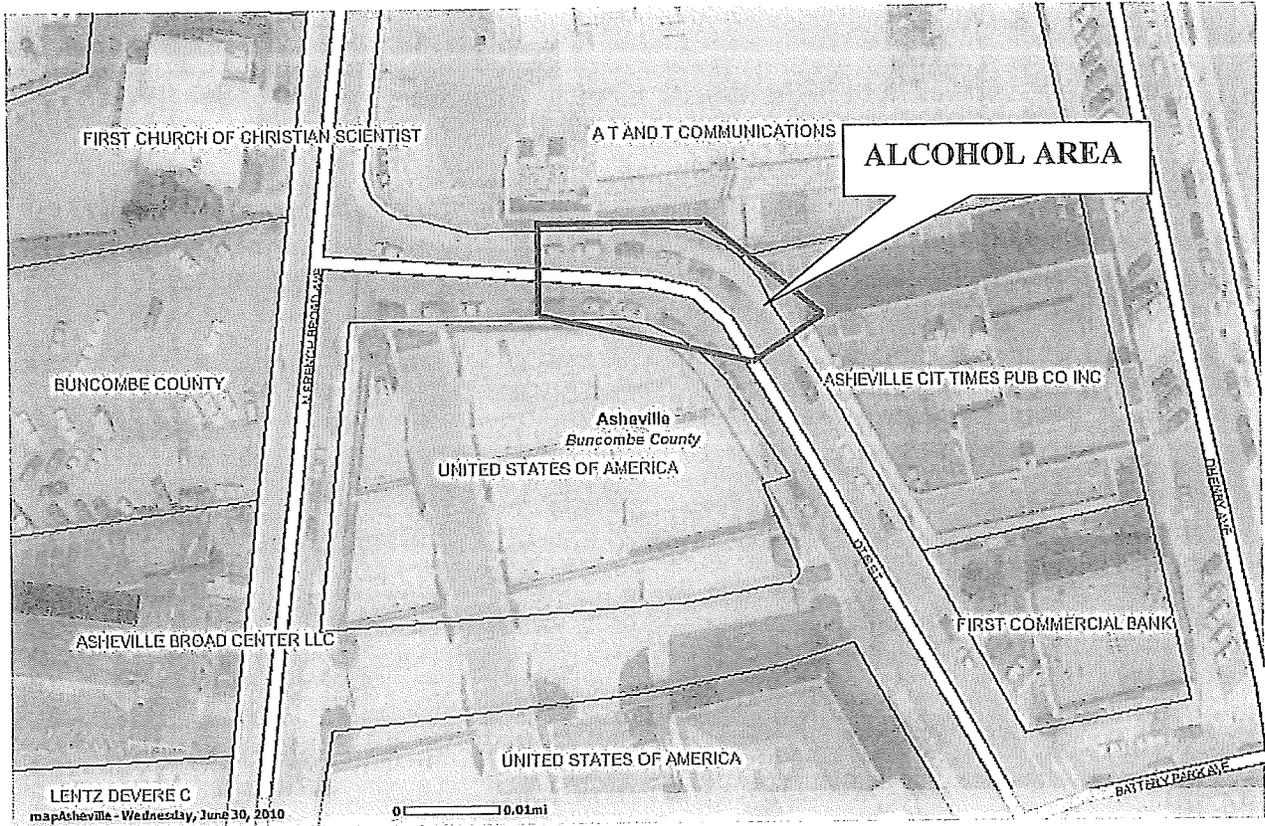
Magdalen Bouleson
 City Clerk

George Bellamy
 Mayor

Approved as to form:

[Signature]
 City Attorney

Magdalen Bouleson
 City Clerk



RESOLUTION NO. 11- 160RESOLUTION MAKING PROVISIONS FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT OKTOBERFEST ON THE DATE OF SATURDAY, OCTOBER 8, 2011 FROM 12:00 PM – 6:00 PM

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at Oktoberfest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the Oktoberfest event area, as shown on Exhibit A.

The Oktoberfest event area is within the boundaries of Wall Street between Otis Street and Battery Park Avenue, and extending into a partial lane closure on Battery Park Avenue at Wall Street intersection.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for Oktoberfest on Saturday, October 8, 2011 from 12:00 p.m. – 6:00 p.m.
3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or unfortified wine are not allowed anywhere in the Oktoberfest event area. No other possession of open containers of malt beverages and/or unfortified wine or consumption of malt beverages and/or unfortified wine shall be allowed in the

Oktoberfest event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of Oktoberfest, listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

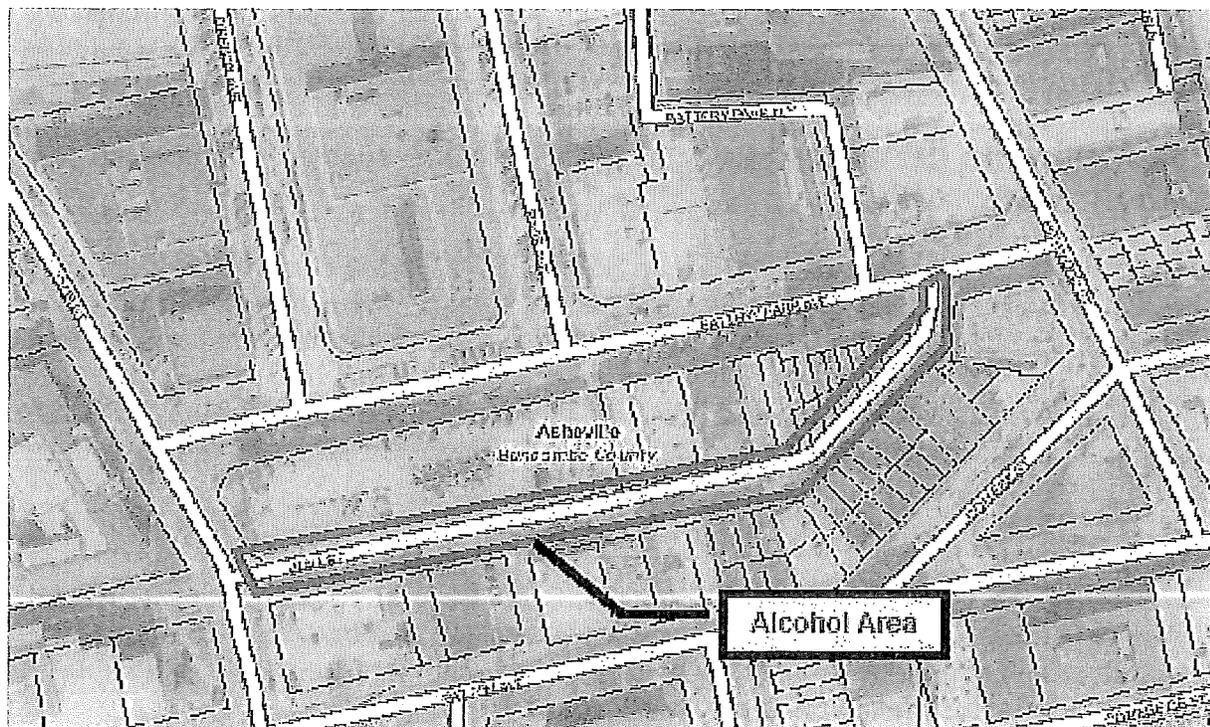
Magdalen Boulson
City Clerk

Gregory Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
City Clerk



RESOLUTION NO. 11- 161

RESOLUTION MAKING PROVISIONS FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT SYMPHONY IN THE PARK ON THE DATE OF MONDAY, SEPTEMBER 5, 2011 FROM 7:00 PM – 9:30 PM

WHEREAS, N. C. Gen. Stat. sec. 18B-300(c) authorizes the City by ordinance to regulate or prohibit the consumption and/or possession of open containers of malt beverages and unfortified wine on the public streets and on property owned, occupied or controlled by the City and to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events; and

WHEREAS, the City Council of the City of Asheville has adopted an ordinance pursuant to that statutory authority; and

WHEREAS, that ordinance, codified as Section 11-11 in the Code of Ordinances of the City of Asheville, provides that the City Council may adopt a resolution making other provisions for the possession of malt beverages and/or unfortified wine at a special event or community festival; and

WHEREAS, the City Council of the City of Asheville hereby determines to make other provisions for the possession of malt beverages and/or unfortified wine at Symphony in the Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed within the Symphony in the Park event area, as shown on Exhibit A.

The Symphony in the Park event area is within the boundaries of Pack Square Park's Roger McGuire Green, Reuter Terrace, Spruce Street between College Street and Court Plaza, and the City-County Parking Lot.

2. The possession of open containers of malt beverages and/or unfortified wine and the consumption of malt beverages and/or unfortified wine shall be allowed for Oktoberfest on Monday, September 5, 2011 from 7:00 p.m. – 9:30 p.m.
3. The possession of and consumption from open containers of malt beverages and/or unfortified wine allowed hereinabove shall be limited to malt beverages and/or unfortified wine contained in either unbreakable plastic cups or aluminum cans. Possession of and/or consumption from glass containers of malt beverages and/or unfortified wine are not allowed anywhere in the Symphony in the Park event area. No other possession of open containers of malt beverages and/or unfortified wine or consumption of malt beverages and/or unfortified wine shall be allowed in the Symphony in the Park event area, or elsewhere in the City of Asheville as prohibited by Section 11 - 11 of the Code of Ordinances of the City of Asheville.

- 4. The location of Symphony in the Park, listed hereinbefore, where possession of open containers of malt beverages and/or unfortified wine and consumption of malt beverages and/or unfortified wine are allowed shall be designated by the posting of signs in the event area.

Read, approved and adopted this 9th day of August, 2011.

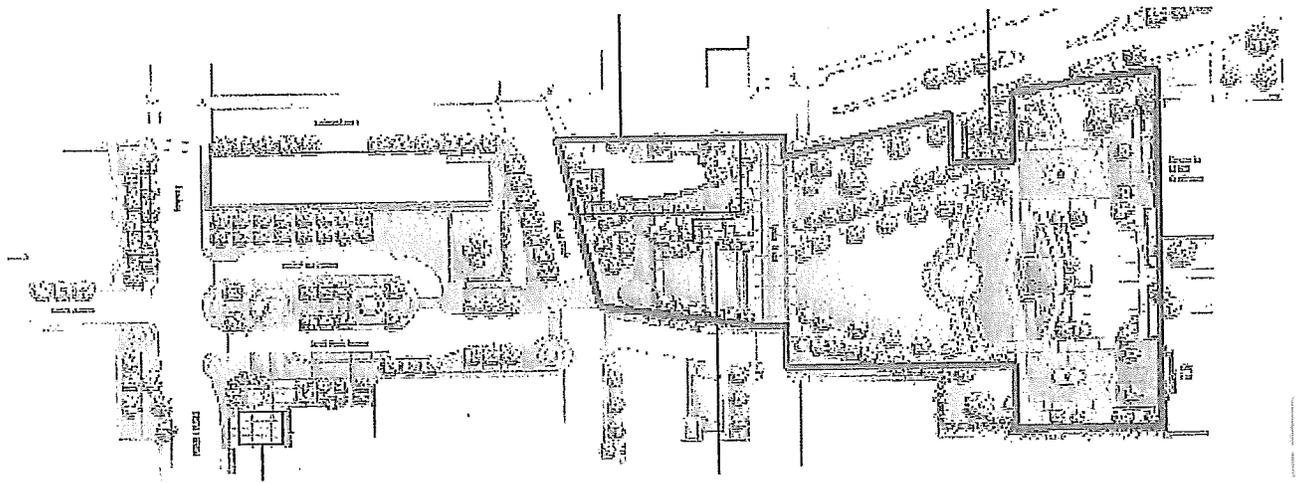
Magdalen Boulson
City Clerk

Jimmy Bellamy
Mayor

Approved as to form:

burdatz
City Attorney

Magdalen Boulson
City Clerk



Alcohol Area

RESOLUTION NO. 11-162

RESOLUTION AUTHORIZING AN ECONOMIC DEVELOPMENT INCENTIVE GRANT FOR LINAMAR CORPORATION VIA INTERLOCAL AGREEMENT WITH BUNCOMBE COUNTY

WHEREAS, City Council has authority pursuant to N.C.G.S. 158-7.1 to make appropriations for economic development purposes, and, pursuant to Article 20 of N.C.G.S. Chapter 160A, to enter into agreements with other local governments to execute any undertaking; and

WHEREAS, Linamar Corporation (herein "Linamar") is proposing to locate new operations within the City limits adding \$125,000,000 in new capital investment; and

WHEREAS, the City of Asheville has adopted an economic development incentives policy offering grants to qualifying businesses locating and expanding within the corporate limits;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

1. City Council approves a grant for Linamar via Buncombe County not to exceed \$2,200,000 payable in five (5) annual installments, subject to compliance with Interlocal Agreement between the City and Buncombe County.
2. The City Manager is hereby authorized to execute the Interlocal Agreement setting the conditions for both parties, in substantially the form set out in Exhibit A, attached hereto, subject to the approval of the City Attorney.

Read and approved and adopted this 9th day of August, 2011.

Margalen Boulson
CITY CLERK

Walter Bellamy
MAYOR

Approved as to form:

[Signature]
CITY ATTORNEY

Margalen Boulson

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND CITY OF ASHEVILLE REGARDING PAYMENT OF ECONOMIC INCENTIVES PURSAUNT TO N.C. GEN. STAT. § 158-7.1 FOR LINAMAR CORPORATION

THIS REIMBURSEMENT AGREEMENT for Economic Development Incentives made and entered into this ____ day of _____, 2011, by and between the City of Asheville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "City"), and the County of Buncombe, a body politic organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "County"):

WHEREAS, pursuant to N.C.G.S. 158-7.1 counties and cities may grant economic incentives to businesses for the purpose of encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in or near such city or in the county, and pursuant to Article 20 of N.C.G. S. Chapter 160A, may enter into agreements to undertake any function or exercise any power of local government.

WHEREAS, the County has entered into an economic grant agreement pursuant to N.C.G.S. 158-7.1(a) with Linamar Corporation (herein "Linamar"), a Canadian corporation with its principal United States office in Romulus, Michigan, and authorized to do business in North Carolina, for the purpose of locating and operating a manufacturing enterprise in Buncombe County and the City of Asheville (herein "Grant Agreement"; copy attached hereto as Exhibit A), which agreement provides for Linamar to make an investment of approximately \$125 million in machinery and equipment in Buncombe County, and the City of Asheville, and to create 400 jobs (average wage of 110% of Buncombe County median wage), and for the County to provide economic development incentive to Linamar totaling approximately \$9 million.

WHEREAS, the City has agreed to reimburse the County for a portion of the economic development incentives paid to Linamar pursuant to the Grant Agreement;

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

1. Incorporation by Reference. The Grant Agreement is hereby incorporated by reference and made a part of this Reimbursement Agreement.
2. Agreement to Reimburse. The City shall reimburse the County for a portion of the County's payments to Linamar under the Grant Agreement. The first such payment is anticipated to be made no later than March 1, 2013, with subsequent

payments to be made annually thereafter, through and including 2017, together with a "Job Creation" payment. The estimated amount of such payments is set out on the "Economic Development Grant Reimbursement Schedule" attached hereto as Exhibit B. The total amount of said payments shall not exceed \$2.2 million.

3. Conditions Precedent to City's Obligations. Any payment by the City to the County pursuant to this Reimbursement Agreement is subject to the following conditions precedent:
 - (a) Compliance by Linamar with the terms of the Grant Agreement for the relevant preceding tax year, including expenditures on improvements and equipment, and job creation, as certified by the County.
 - (b) Payment by Linamar of all ad valorem taxes for the preceding tax year, as certified by the County.
 - (c) Payment to the County of the grant amounts as set forth in the Grant Agreement.
 - (d) Receipt by the City of a request from the County for reimbursement pursuant to this Agreement, accompanied by documentation of compliance with subparagraphs (a) - (c) above along with such other documentation as the City may reasonably require.
 - (e) Notwithstanding any schedule for payment or anticipated payment set out elsewhere in this Reimbursement Agreement, no payment by the City to the County shall be due any less than 60 days following the City's receipt of the County's request for payment, as prescribed in subsection (d), above.
4. Limitation on City's Obligations. The City's obligation under this Reimbursement Agreement is not absolute, but conditional of the County's actual payment to Linamar under the Grant Agreement for any particular tax year, and shall not exceed \$2.2 million in total.
5. Refund to City; Reduction in City's Payments.
 - (a) Should Linamar fail to comply with its obligations under the Grant Agreement such that the County seeks to recapture from Linamar, pursuant to N.C.G.S. 158-7.1(h) or provisions of the Grant Agreement, of all or a portion of payments made pursuant to the Grant Agreement, or if Linamar is otherwise required to refund to the County any amounts paid by the County to Linamar pursuant to the Grant Agreement, the County shall pay to the City the City's share of such recaptured or refunded payments, based on the proportion that the City's payments under this Reimbursement Agreement are to the total payments made by the County pursuant to the Grant Agreement.

(b) Should the County reduce amounts paid to Linamar for any particular year, the City's reimburse the County pursuant to this Agreement shall be proportionately reduced.

6. Effect of Invalidity of Agreements.

(a) In the event the Grant Agreement is found to be invalid or contrary to law for any reason, this Reimbursement Agreement shall automatically terminate and the City shall be refunded any amounts paid hereunder.

(b) In the event that this Reimbursement Agreement is found to be invalid or contrary to law for any reason, the City shall be refunded any amounts paid hereunder.

7. No Pledge of Credit. No provision of this Reimbursement Agreement will be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation. No provision of this Reimbursement Agreement will be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the City within the meaning of the North Carolina Constitution. No provision of this Reimbursement Agreement will be construed to pledge or to create a lien on any class or source of the City's moneys, nor will any provision of this Reimbursement Agreement restrict to any extent prohibited by law any action or right of action on the part of any future Asheville City Council. To the extent of any conflict between this paragraph and any other provision of this Reimbursement Agreement, this paragraph will take priority.

8. Amendment; Modification. This Reimbursement Agreement may only be modified or amended in writing executed by both parties.

9. No Third Party Beneficiary. This Reimbursement Agreement is not to be construed as creating any third party beneficiaries, including but not limited to Linamar, and may only be enforced by the parties hereto.

10. Non-survival. The City's obligations under this Reimbursement Agreement shall not survive the termination of the Grant Agreement for any reason; provided, that the City may seek recovery from the County of any refunds or other payments due the City under this Reimbursement Agreement.

11. Notice. Notices to either party may be made by sending a letter, first class mail to the following addresses:

For City of Asheville
City Manager
PO Box 7148
Asheville, NC 28801

For County of Buncombe
County Manager
205 College Street, Suite 300
Asheville, NC 28801

Notice may be waived by the party to whom notice is due.

12. Governing Law. This Reimbursement Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
13. Binding Effect and Certification. Subject to the specific provisions of this Reimbursement Agreement, this Reimbursement Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance. This Reimbursement Agreement is conditioned upon it being pre-audited by both parties in order to comply with the budgetary accounting requirements (if any) that apply, under the Local Government Budget and Fiscal Control Act or otherwise. Such certifications are set forth at the end of this Reimbursement Agreement, and the Finance Officers for the City and County must sign their respective certifications.
14. Liability of Officers and Agents. No official, officer, agent or employee of the City or the County will be subject to any personal liability or accountability by reason of the execution or performance of this reimbursement Agreement or any other documents related to the transactions contemplated by this Reimbursement Agreement. Such officials, officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This paragraph will not relieve any such official, officer, agent or employee from the performance of any official duty provided by law.
15. Miscellaneous. This Reimbursement Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument. Except as expressly provided in this Reimbursement Agreement, there are no third party beneficiaries of this Reimbursement Agreement. All Exhibits attached to this Reimbursement Agreement are incorporated into this Reimbursement Agreement by reference. This Reimbursement Agreement is the entire agreement of the parties regarding the subject matter and supersedes all prior and contemporaneous understandings.

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

Attest:

CITY OF ASHEVILLE

Magdalen Burleson, City Clerk
(official seal)

By: _____
Terry M. Bellamy, Mayor

Attest:

BUNCOMBE COUNTY

Kathy Hughes, Clerk to the Board of
County Commissioners
(official seal)

By: _____
David Gantt, Chairman
Board of County Commissioners

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

Lauren Bradley, Finance Director, City of Asheville
City of Asheville

, Finance Officer, County of Buncombe

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

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

Witness my hand and notarial seal this _____ day of _____, 2011.

Notary Public
Type or print Name _____
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Kathy Hughes, personally came before me this day and acknowledged that she is the duly appointed Clerk to the Board of County Commissioners, a body politic, and that by authority duly given, and as the act of the body politic the foregoing instrument was signed in its name by its Board Chairman, sealed with its corporate seal and attested by herself as its Clerk.

Witness my hand and notarial seal this _____ day of _____, 2011.

Notary Public
Type or print Name _____
My Commission Expires: _____

EXHIBIT B

ECONOMIC DEVELOPMENT GRANT REIMBURSEMENT SCHEDULE

Tax Year	City's Portion of Grant
2013	\$472,000
2014	\$425,000
2015	\$382,000
2016	\$335,000
2017	\$302,000
Job Creation Bench mark	\$284,000
Total	\$2,200,000

RESOLUTION NO. 11-163

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AMENDMENT WITH CURBSIDE MANAGEMENT, INC. TO PROVIDE CURBSIDE RECYCLING COLLECTION PROGRAMS AND RELATED SERVICES TO CITY OF ASHEIVLLE RESIDENCES AND FACILITIES

WHEREAS, on June 26, 2009, the City entered into a five (5) year contract with Curbside Management Inc., to provide specified recycling services to city residents and city facilities with the option to renew for an additional five years; and

WHEREAS, pursuant to Section VII A. 3 of the June 2009 contract, the City has the option to amend the June 2009 contract; and

WHEREAS, City staff recommend that the City Council authorize the City Manager to enter into an amended contract with Curbside Management, Inc. for the provision of single-stream curbside recycling collection and related services to City of Asheville residences and facilities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEIVLLE THAT:

The City Manager is hereby authorized to enter into a contract amendment, as approved by the City Attorney, with Curbside Management, Inc. for the provision of curbside recycling collection and related services for a period of ten (10) years, to City of Asheville residences and facilities for an annual amount not to exceed \$955,000 for Fiscal year 2011-2012, with pricing for subsequent years subject to adjustment based on the July 1 Consumer Price Index.

Read, approved and adopted this 9th day of August, 2011.

Magdalen Paulson
City Clerk

Imogen Bellamy
Mayor

Approved as to form:
[Signature]
City Attorney

Magdalen Paulson
City Clerk

RESOLUTION NO. 11-164

RESOLUTION TO APPROVE THE NAME OF THE COMMUNITY CENTER LOCATED AT LIVINGSTON AND DEPOT STREET AS DR. WESLEY GRANT SR. SOUTHSIDE CENTER

WHEREAS, the Recreation Advisory Board recommends naming the community center on Livingston and Depot Streets as Southside Community Center dedicated to Reverend Dr. Wesley Grant, Sr.; and

WHEREAS, Southside was the historical name of the community that surrounds the new center prior to Asheville's urban renewal of the 1960s and 1970s, during which time many African American families and businesses were displaced from Southside; and

WHEREAS, naming the new center for Southside will preserve the memory of this area for the African American community and all of Asheville; and

WHEREAS, Reverend Dr. Wesley Grant, Sr. was a significant leader in Asheville and the African American community; and

WHEREAS, dedicating the center in honor of Reverend Dr. Wesley Grant, Sr. will recognize his dedication and contribution to Asheville and the African American community; and

WHEREAS, the action complies with the City of Asheville park and recreation facility naming policy;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The community center on Livingston and Depot Streets is named Dr. Wesley Grant Sr. Southside Center.

Read, approved and adopted this 9th day of August, 2011.

Magdalen Boulson
City Clerk

Greg Bellamy
Mayor

Approved as to form:

[Signature]
City Attorney

Magdalen Boulson
2/1/11