

RESOLUTION NO. 13-235

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A NON MATCHING GRANT FROM THE NORTH CAROLINA DEPARTMENT OF CRIME CONTROL AND PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT FOR THE PURCHASE OF EQUIPMENT FUNDS TO BE USED BY HAZARDOUS MATERIALS REGIONAL RESPONSE TEAM 6 – ASHEVILLE

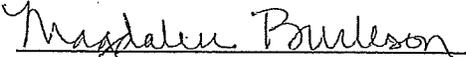
WHEREAS, the City has authority pursuant to N.C.G.S. §160A-17.1 to apply for and receive grants from the State and Federal government, and

WHEREAS, the Department of Crime Control and Public Safety, Division of Emergency Management has awarded RRT 6 – Asheville a non-matching grant in the amount of \$17,500.00 for the purchase of specialized equipment to be used on-scene and to prepare for threatened or actual weapons of mass destruction or domestic terrorists attacks or major disasters, and

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

The City Manager is hereby authorized to accept a non-matching grant in the amount of \$17,500 from the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, for a non-matching grant in the amount of \$17,500.00 to purchase equipment to be used on-scene and to prepare for threatened or actual weapons of mass destruction or domestic terrorists attacks or major disasters.

Read, approved and adopted this 12th day of November, 2013.


City Clerk


Mayor

Approved as to form:


City Attorney


City Clerk

2

RESOLUTION NO. 13- 236

RESOLUTION AUTHORIZING THE CITY TO PARTICIPATE IN DUKE ENERGY PROGRESS' SMALL BUSINESS ENERGY SAVERS PROGRAM AND TO ENTER INTO A SOLE SOURCE CONTRACT TO PURCHASE AND INSTALL 225 CITY PARKING DECK LIGHTS TO LED FIXTURES

WHEREAS, N.C.G.S. 143-129 details the procedures for the letting of public contracts; and

WHEREAS, N.C.G.S. 143-129 (e) identifies exceptions to those procedures as they relate to procurement contracts; and

WHEREAS, item (6) of N.C.G.S. 143-129(e) states that "the governing body of a political subdivision of the state shall approve the purchase of apparatus, supplies, material or equipment without formal bidding when (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration"; and

WHEREAS, Lime Energy is the only approved contractor for the Small Business Energy Saver Program ("SBES"), and in order to participate in the program, the City has no other choice of contractors; and

WHEREAS, it has been determined by the Asheville City Council that participation in the SBES program and entering into the required sole source purchase and installation contract will enable the City to replace 225 inefficient City Parking Deck lights with new, highly efficient LED fixtures at a significant cost savings to the City and that, therefore, it is in the City's best interests to do so;

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

City Council hereby authorizes the City to participate in Duke Energy Progress' new energy efficiency program and to authorize the City Manager enter into a sole source provider contract for the purchase and installation of energy efficient lighting products in an amount not to exceed \$50,000.

Read, approved, and adopted this 12th day of November, 2013

Magdalena Boulton
CITY CLERK

Jim Bellamy
MAYOR

APPROVED AS TO FORM:

Martha McMillan
CITY ATTORNEY

Magdalena Boulton
City Clerk

RESOLUTION NO. 13-237

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SITEMED FOR FIREFIGHTER ANNUAL PHYSICALS

WHEREAS, the City of Asheville has authority pursuant to Article 3 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, Asheville Fire Department provides annual medical monitoring and physicals for firefighters; and

WHEREAS, the amount of the Agreement is \$122,200 and the monies have been budgeted in the Fire Department's 2013-14 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 SiteMed, for \$122,200 for Annual Firefighter Physicals 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 12th day of November, 2013.

Magdalen Boulson
City Clerk

Andy Bellamy
Mayor

Approved as to form:

Keith McPherson
City Attorney

Magdalen Boulson
City Clerk

4

RESOLUTION NO. 13-238

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICES AGREEMENT WITH BIO-NOMIC SERVICES, INC. FOR THE NORTH FORK WATER TREATMENT PLANT WASTE LAGOON #3 DREDGING AND SLUDGE REMOVAL AND DISPOSAL PROJECT

WHEREAS, pursuant to N.C.G.S. § 160A-312, the City of Asheville has authority to operate a public enterprise; and

WHEREAS, pursuant to N.C.G.S. § 160A-20.1, the City of Asheville may enter into contracts with private entities to carry out any public purpose the City is authorized to engage in; and

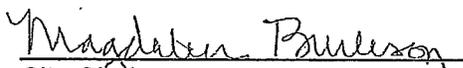
WHEREAS, the Water Resources Department issued a Request for Proposals for the dredging, removal, and disposal of sludge from the North Fork Water Treatment Plant Waste Lagoon # 3; and

WHEREAS, Bio-Nomic Services, Inc. was selected by Water Resources staff for the project in the amount of \$366,400.00.

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

The City Manager, on behalf of the City of Asheville, is hereby authorized to execute a general services agreement with Bio-Nomic Services, Inc. for the North Fork Water Treatment Plant Waste Lagoon # 3 Dredging and Sludge Removal and Disposal project in the not-to-exceed amount of \$366,400.00; and further authorized to execute any change orders to said contract or documents which may arise during said project up to the budgeted amount.

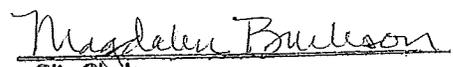
Read, approved and adopted this 12th day of November, 2013.


City Clerk


Mayor

Approved as to form:


City Attorney


City Clerk

RESOLUTION NO. 13- 239

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE MILLS RIVER PARTNERSHIP, INC., (MRP) TO PARTIALLY FUND PROJECTS DIRECTLY RELATED TO WATER QUALITY PROTECTION AND/OR IMPROVEMENT

WHEREAS, pursuant to N.C.G.S. § 160A-312, the City of Asheville has authority to operate a public enterprise; and

WHEREAS, the Water Resources Department desires to contract with the Mills River Partnership (MRP) to partially fund projects directly related to water quality protection or improvement in the Mills River Watershed; and

WHEREAS, the contract will be for a total not-to-exceed amount of \$180,000.00 over three (3) fiscal years contingent upon funding each year and the level of participation recommended is an amount up to \$60,000.00 per fiscal year for a maximum of three fiscal years with the understanding that funding is project-specific and subject to the appropriation of funds; and

WHEREAS, if approval is granted to move forward with this contract, Water Resources would utilize funds from the operating budget for each year of the three-year contract.

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

The City Manager, on behalf of the City of Asheville, is hereby authorized to execute a multi-year general services contract for the entire contract with the Mills River Partnership, Inc., for the Mills River Watershed Best Management Practices project for a not-to-exceed amount of \$180,000.00 over three (3) fiscal years contingent upon funding each year; and further the level of participation recommended is an amount up to \$60,000.00 per fiscal year for a maximum of three fiscal years with the understanding that funding is project-specific and subject to the appropriation of funds.

Read, approved and adopted this 12th day of November, 2013.

Magdalen Boulleson

CITY CLERK

Jim Bellamy

MAYOR

Approved as to form:

Natasha McAlister

CITY ATTORNEY

Magdalen Boulleson
City Clerk

6

RESOLUTION NO. 13-240

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CH SECURITY SERVICES, LLC FOR SECURITY SERVICES IN THE CITY PARKING GARAGES

WHEREAS, the City of Asheville has authority pursuant to Article 3 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, security services are needed in the City parking garages; and

WHEREAS, the amount of the contract is \$170,000 for one year and the monies have been budgeted in the Transportation Department's Operating Budget for FY 2013-14; and

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 CH Security Services, LLC, not to exceed \$170,000.00 per fiscal year for security services in the City parking garages and further authorized to execute any change orders to said contract or documents which might arise during the time period of the contract up to the budgeted amount.

Read, approved and adopted this the 12th day of November 2013.

Magdalen Boulson
City Clerk

Imzy Bellamy
Mayor

Approved as to form:

Matthew S. Gibson
City Attorney

Magdalen Boulson
City Clerk

RESOLUTION NO. 13-241

RESOLUTION AUTHORIZING PRIMARY AND SECONDARY AGENTS REPRESENTING THE CITY OF ASHEVILLE TO APPLY FOR AND OBTAIN FINANCIAL ASSISTANCE FOR THE SEVERE STORMS DURING THE PERIOD OF JULY 3, 2013 THROUGH JULY 13, 2013

WHEREAS, the severe storms of July 3, 2013 through July 13, 2013 have been declared a federal disaster by the Federal Emergency Management Agency and identified as FEMA-4146-DR-NC; and

WHEREAS, North Carolina's Division of Emergency Management requires primary and secondary agents representing the City of Asheville be authorized by resolution to execute and file applications for federal and/or state assistance on behalf of the City of Asheville for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act (Public Law 93-228 as amended) or as otherwise available; and

WHEREAS, Jakob Klodt, Public Works Business Manager; and David Foster, Public Works Deputy Director are authorized to represent and act for the City of Asheville in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances attached;

Read, approved and adopted this 12th day of November, 2013.

Magdalen Boulton
City Clerk

Andy Bellamy
Mayor

Approved as to form:

Martha M. Glendon
City Attorney

Magdalen Boulton
City Clerk

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
 North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) City of Asheville	Disaster Number: FEMA-4146-DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina	
Applicant's Fiscal Year (FY) Start Month: July Day: 01	
Applicant's Federal Employer's Identification Number 56-6000224	
Applicant's Federal Information Processing Standards (FIPS) Number	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Jakob Klodt	Agent's Name David Foster
Organization City of Asheville	Organization City of Asheville
Official Position Public Works Business Manager	Official Position Public Works Deputy Director
Mailing Address P.O. Box 7148	Mailing Address P.O. Box 7148
City, State, Zip Asheville, NC 28802	City, State, Zip Asheville, NC 28802
Daytime Telephone 828-259-5937	Daytime Telephone 828-259-5938
Facsimile Number 828-259-5832	Facsimile Number 828-259-5832
Pager or Cellular Number 828-777-7580	Pager or Cellular Number 828-777-6281

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93 288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 12th day of November, 2013.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Mayor Terry M. Bellamy; Vice-Mayor Esther Manheimer;	Name Magdalen Burleson
Name and Title Council Members: Cecil Bothwell, Jan Davis, Marc Hunt,	Official Position City Clerk
Name and Title Council Members continued: Chris Pelly, and Gordon Smith	Daytime Telephone 828-259-5601

CERTIFICATION

I, Magdalen Burleson (Name) duly appointed and City Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of the City of Asheville NC (Organization) on the 12th day of November, 2013.

Date: November 12, 2013 Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines, and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural-engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

RESOLUTION NO. 13- 242

RESOLUTION AMENDING THE 2013 CITY COUNCIL MEETING SCHEDULE

WHEREAS, the Asheville City Council is authorized, pursuant to N. C. Gen. Stat. sec. 160A-71, to fix the time and place for its regular meetings; and

WHEREAS, on December 11, 2013, City Council adopted Resolution No. 12-256 setting the City Council organizational meeting for Tuesday, December 3, 2013, at 5:00 p.m.; and

WHEREAS; it is Council's intent to re-schedule the City Council organizational meeting;

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

The Asheville City Council organizational meeting be held on Tuesday, December 10, 2013, at 4:00 p.m. in the Council Chamber, located on the 2nd Floor of the City Hall Building.

Read, approved and adopted this 12th day of November, 2013.

Madelen Brulson
CITY CLERK

Amy McElamy
MAYOR

Approved as to form:

Walter McElroy
CITY ATTORNEY

Madelen Brulson
City Clerk

RESOLUTION NO. 13--243

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION CONTRACT WITH BRANTLEY CONSTRUCTION CO., LLC FOR ADDITIONAL RENOVATIONS TO THE MEZZANINE LEVEL MEETING SPACES WITHIN THE EXPLOREASHEVILLE.COM ARENA AT THE U.S. CELLULAR CENTER.

WHEREAS, the City Council approved a contract with Brantley Construction Co., LLC on February 15, 2013 in the amount of \$1,876,000 for the next phase of renovations at the US Cellular Center; and

WHEREAS, at the time it entered into the aforementioned contract, the City did not have sufficient funds for several items of additional alternate renovation work that it desired and which is outlined in the grant agreement with the TDA, and

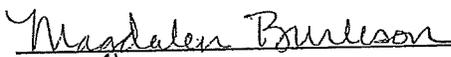
WHEREAS, the City received additional funding on July 1 from sponsorship funds that may be allocated to additional renovation work and the City, therefore, desires to utilize these funds to add renovation of the mezzanine spaces to the construction contract with Brantley; and

WHEREAS, the desired action will increase the construction contract by \$485,794.45 for a total amount of \$2,910,114.95 plus a 10% contingency of \$48,579.45 for the possibility of unknown factors that may require a change order to the contract and therefore, a change order is required to affect this change; and

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

The City Manager is authorized to execute an amendment to the construction contract with Brantley Construction Co., LLC in the amount of \$485,794.45 for a total contract amount of \$2,910,114.95 and a contingency of \$48,579.45 for the purpose of continued renovations to the U.S. Cellular Center.

Read, approved and adopted this 12th day of November, 2013.



City Clerk

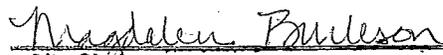


Mayor

Approved as to form:



City Attorney



City Clerk

RESOLUTION AUTHORIZING THE ADOPTION OF UPDATES TO THE GREENWAY MASTER PLAN

WHEREAS, The "City of Asheville Parks, Recreation, Cultural Arts and Greenway Master Plan" was adopted in February 2009 and it is now appropriate to update the plan after almost five years; and

WHEREAS, the master plan is a long-range planning document presented in goals, strategies and action steps that creates a vision and a guideline for a coordinated effort to deliver parks, greenways, recreation and cultural arts services over the next 10 to 15 year; and

WHEREAS, the master plan updates does not commit City Council to a funding timeline for implementation, and the recommendations in the plan will be implemented as funding opportunities become available; and

WHEREAS, Greenway Committee and Multimodal Transportation Commission agrees with the master plan updates and the recommendations as presented;

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

The Mayor is hereby authorized to adopt the updates to the Greenway Master Plan.

Read, approved and adopted this 12th day of November, 2013.

Magdalen Paulson
City Clerk

Tom Bellamy
Mayor

Approved as to form:

Heather McPherson
City Attorney

Magdalen Paulson
City Clerk

City of Asheville Greenway Master Plan - Proposed 2013 Updates

The vision for the City of Asheville greenway system is a network of off-road trails utilizing natural corridors to connect people and places within the city. Asheville greenways will provide multimodal transportation, environmental, health, recreation, economic, educational, cultural, water quality, air quality and habitat preservation benefits. These natural corridors will be supplemented and connected when the need arises with transitional bicycle and pedestrian improvements along roadways, thereby addressing the Complete Streets model in strategic corridors.

The City needs to establish a comprehensive greenway development plan to meet the expectations of citizens who consistently rate greenways as a high priority in meetings and surveys. Asheville has lagged behind other cities in greenway development mainly because of a limited land inventory, the high cost of land acquisition in a rapidly growing city and the exceptional costs of greenway development in a mountainous region.

Greenways are defined by the Greenway Commission as *“connected pathway systems that provide non-motorized transportation options, environmental benefits, opportunities for active recreation and health, economic development and community building.”*

These ribbons of open space are located within linear corridors that are either natural, such as rivers and streams, or manmade, such as abandoned railroad beds and utility corridors. Greenways, as vegetated buffers protect natural habitats, improve water quality and reduce the impacts of flooding in floodplain areas. Most greenways contain trails, which enhance existing recreational opportunities, provide routes for alternative transportation, and improve the overall quality of life in an area.

This definition speaks to a great deal of the greenway corridors as defined by the proposed master plan. In addition to the aforementioned, greenways are transitional corridors that are part of the greenway network of connectivity. These are streets that improved to connect and bridge the experience between greenways when off-road land opportunities are not available. These transitional corridors would have ample pedestrian and bicycle design as well as streetscape amenities such as wayfaring signage, landscape, benches, etc. to reinforce the connection between the greenways with elements associated with the off-road corridors.

Amendments to the current Asheville Greenway Master plan now are being considered to enhance connectivity via this multi-modal form of transportation for the following reasons:

-Buncombe County revised the “Buncombe County, NC Greenways and Open Space Plan” in July 2008 (developed by Land-of-Sky) as well as the development of the “Connect Buncombe Greenway and Trails Master Plan” which was adopted in August 2012 provided an opportunity to dovetail the City and County master planning efforts.

-The North Carolina Department of Transportation is furthering its planning and design for the proposed I-26 Connector improvements which is currently under the “development” stage.

-The former Greenway Commission, which is now part of the Multimodal Transportation Commission, along with City staff recognize the need to consider other possible greenways they would enhance connectivity especially within the I-26 corridor

-The "City of Asheville, Parks, Recreation, Cultural Arts and Greenways Master Plan" was adopted in February 2009 and it is now appropriate to update the plan after almost five years.

-The Greenway Commission in 2012 held a public work session open house to get community feedback on the current greenway plan and ideas for future corridors and connections. The community feedback was incorporated into the updated plan and map.

DOT Highway impacts on the Asheville Greenway Master Plan

The I-26 Connector project is currently in the development stage by the North Carolina Department of Transportation. There are numerous alternatives which are under consideration as it passes through the City of Asheville and each one can impact the proposed greenway network in different ways.

The City of Asheville requests that the North Carolina Department of Transportation consider the integration of the City of Asheville's Greenway Master Plan to enhance connectivity and not create barriers to the pedestrian and cyclist who would utilize this system. It is not possible to describe exactly how each greenway in the City of Asheville's Greenway Master Plan interfaces with the I-26 Connector due the alternatives that are still under consideration by the North Carolina Department of Transportation.

The impacts of the I-26 improvements are shown on the Asheville's Greenway Master Plan map via two shapes.

There is a linear buffer area that is on either side of the I-26 corridor that indicates potential highway corridor improvements where there are no I-26 Corridor alternatives that would impact the greenway connectivity in a variety of ways. **The City of Asheville will request that the North Carolina Department of Transportation consider connectivity and the integration of the greenways within this area and not create barriers to the pedestrian and cyclist.**

There are also three circular areas shown on the map along the I-26 corridor that indicates potential corridor improvements where there are various I-26 design alternatives that could impact the greenway connectivity in a variety of ways. **The City of Asheville will request that the North Carolina Department of Transportation consider connectivity and the integration of the greenways within these areas and not create barriers to the pedestrian and cyclist.**

The following list delineates the greenways that are proposed in the City of Asheville's Greenway Master Plan and could potentially be impacted by the I-26 Corridor improvements proposed by the North Carolina Department of Transportation. These greenways are noted

below along with their corresponding number which defines them on the City of Asheville's Greenway Master Plan map.

Location	Number as Shown on Map
Beaverdam Creek Greenway	2
Glenn's Creek Greenway	10
French Broad River Greenway – East Bank	8
Montford Greenway	14
Smith Mill Creek Greenway	17
Emma Greenway	7
West Asheville Greenway	20
French Broad River Greenway – West Bank	9
Hominy Creek Greenway	12
Bent Creek Greenway	3
Lake Julian Greenway	13

City of Asheville Greenways

The following greenways are already adopted in the City of Asheville Parks, Recreation, Cultural Arts and Greenways Master Plan” which was adopted in February 2009. Each corridor is within the limits of the City of Asheville. There are modest extensions to some of the greenways in terms of their length often because transition corridors were added to them to indicate the connectivity between greenways for a comprehensive, interconnecting greenways system. Any additions to previously adopted greenway corridors within this section are elaborated within the description the specific corridor.

Beaucatcher Mountain Greenway

Length: 1.25 miles
Trail Type: 10' wide Asphalt
Description: This corridor nearly extends the length of Beaucatcher Mountain from Memorial Stadium and White Fawn Reservoir (above McCormick Field) to Helen's Bridge near I-240 and Tunnel Road. This wooded corridor below the crest and on the western side of the mountain's ridge will have commanding views of downtown Asheville. The trail will a couple on-road in portions along Ardmion Road and South Beaumont Street and at times meander through parks such as Memorial Stadium, White Fawn, Mountainside, Beaucatcher Overlook and Beaucatcher Reservoir Park.

Beverly Hills Greenway

Length: 1.25 miles
Trail Type: 10' wide asphalt and concrete sidewalk
Description: This paved greenway starts at Swannanoa River Greenway on Swannanoa River Road near Recreation Park and extends northward to Haw Creek Park. The trail would wind through the rolling and beautifully wooded Beverly Hills neighborhood that was developed and on the perimeter of the notable Donald Ross golf course. The route would include both on-road and off-road trails that meander around and through parks such Ann Patton Joyce Park and Municipal Golf Course and eventually connect to the Haw Creek Greenway.

Clingman Forest Greenway

Length: 1.0 mile

Trail Type: 10' wide Asphalt

Description: This greenway originates near Aston Park at the intersection of Clingman Forest and Hilliard Avenue and continues southward to the Dr. Wesley Grant, Sr. Southside Center near the intersection of Depot and Livingston Street. The northern portion passes through a wooded ravine via an off-road greenway trail. The southern on-road segment has been added to the plan to connect this greenway to the Town Branch Greenway via a transitional corridor design. This greenway will pass through the developing River Arts District. There are many potential connections to Aston Park, Asheville Middle School, YWCA, Owens Bell Park and the surrounding residential areas and link the Reed Creek and Clingman Forest Greenway.

French Broad River Greenway – East Bank

Length: 3.5 miles

Trail Type: 12' wide asphalt

Description: The French Broad River Greenway system is Asheville's major north-south alternative transportation corridor and overlaps with a portion of the Wilma Dykeman RiverWay Plan, a major urban waterfront redevelopment project. The French Broad River Greenway on the east bank is envisioned as being a mostly off-road corridor that parallels the river from the Amboy Road Bridge to the intersection of Riverside Drive and Broadway. The settings of this corridor vary greatly from being very natural in the northern to southern portions to areas that are highly disturbed by past riverfront development in the more urban central segment. This greenway would respect and reflect future development as it becomes more urbanize and a community and tourist destination just west of the downtown. The greenway passes through the western edge of the River Arts District and ties into the Swannanoa River Greenway and near the Amboy Road bridge where the rivers converge.

French Broad River Greenway – West Bank

Length: 7.25 miles

Trail Type: 12' wide asphalt

Description: The French Broad River Greenway system is Asheville's major north-south alternative transportation corridor and overlaps with portions of the Wilma Dykeman RiverWay Plan. The French Broad River Greenway is described two segments due to its large scale and possible implementation phasing. The west bank segment begins at Hominy Creek Park and travels along the banks of the French Broad River until it reaches the municipal park, Richmond Hill. The west bank of the French Broad River Park is less developed and often steeper than the eastern bank. Similar to the east bank, portions of the northern and southern segments are more naturalistic in nature and the central portion experienced more development historically and is similarly undergoing planning and development to foster a more urbanized and enriching setting. A segment has been added to the plan (between Haywood Road to Richmond Hill Park) to foster greater connectivity and dovetail with future economic development of the river valley. This Hominy Creek Greenway ties into the western end of this greenway.

Glenn's Creek Greenway

Length: 1.5 miles

Trail Type: 10' wide asphalt

Description: This trail extends westward from Weaver Park on Merrimon Avenue to Riverside Drive along the French Broad River. This paved trail connects the Norwood, Montford and University neighborhoods via mostly wooded and richly landscaped settings. The trail is on-road in portions but there are also off-road trails as well through Weaver Park as well as the park-like setting of the University of North Carolina – Asheville. A segment has been added to the plan to have this greenway as well as the Reed Creek Greenway connect to the French Broad River Greenway Branch via a transitional corridor along Broadway. The Reed Creek Greenway links into this greenway corridor.

Haw Creek Greenway

Length: 0.75 mile

Trail Type: 10' wide asphalt

Description: This section of greenway will extend northward from the East Asheville Recreation Center to the Haw Creek Elementary School. The trail would be on-road in portions but there would also be off-road trails as well via Haw Creek Park as well as the park-like settings of various private commercial and residential properties and its destination, the Haw Creek Elementary School, whose grounds are encompassed with a loop trail. This greenway would connect with the Beverly Hills Greenway.

Hominy Creek Greenway

Length: 4.5 miles

Trail Type: 10' wide asphalt

Description: This greenway begins at Buncombe County's Hominy Creek Park located on the west bank of the French Broad River and travels essentially westward to Enka along the Smokey Park Highway. The eastern portion follows the riparian banks of Hominy Creek until it meets the I-26/I-40/I-240 interchange. Thereafter it can run parallel to Sand Hill Road as an on-road connector or follow Hominy Creek in a more circuitous off-road route pending more analysis. West of this segment it continues to parallel the disturbed riparian banks of Hominy Creek within the Enka Center property north of Biltmore Lake. This segment has been added to the plan to foster connectivity with the City's and County's master plans for this greenway corridor. This corridor connects with the Bent Creek and Canie Creek Greenways.

Montford Greenway

Length: 1.25 miles

Trail Type: 10' wide asphalt

Description: This off-road trail begins at Gudger Street below the Asheville Area Chamber of Commerce Visitors Center and continues west to the French Broad River Greenway. It originates near the Randolph Learning Center and passes north of the Issac Dickson Elementary School via a wooded ravine. A spur north of this portion has been added to the plan which will enhance connectivity to the Montford Neighborhood. This off-road trail originates at the Montford Complex and passes along Riverside Cemetery eventually connecting into the aforementioned greenway corridor in the vicinity of Hill Street.

Reed Creek Greenway

Length: 2.0 miles

Trail Type: 10' wide asphalt

Description: The Reed Creek Greenway stretches from the Botanical Gardens on W.T. Weaver Boulevard to Aston Park at the intersection of Clingman and Hilliard Avenue. The segment that runs parallel to Broadway Avenue also follows a creek and riparian terrain with a slightly urban feel due to the proximity of the development along portions of Broadway. A segment west and south of this portion has been added to the plan via a transitional corridor. This on-road section would unite the Montford Greenway and Clingman Forest Greenway and pass by residential and educational land uses. Reed Creek Greenway would link into the Glenn's Creek Greenway at its northern end.

Rhododendron Creek Greenway

Length: 0.75 mile

Trail Type: 10' wide asphalt

Description: This corridor begins at Hominy Creek Greenway on Shelburne Road near the former North Carolina National Guard (now owned by the City of Asheville) and extends to Sand Hill Road near Vance Elementary School. The trail will be on-road in portions such as along Talmadge Street but there would also be wooded, off-road trails as well through West Asheville Park and residential development such as the Davenport co-housing development for which an easement has been granted to the City.

Swannanoa River Greenway

Length: 7.75 miles

Trail Type: 12' wide asphalt

Description: The Swannanoa River Greenway system is Asheville's major east-west alternative transportation corridor and overlaps with a large portion of the Wilma Dykeman Plan. The greenway trail would start at the Amboy Road Bridge and extend to the eastern limits of the city in Oteen. The greenway will pass along Meadow and Swannanoa River Road whose settings range from dense urban development areas such as that of Biltmore Village to more natural riparian landscape along the Swannanoa River. The trail would be on-road in portions and at times meander through open space parks such as Riverbend, Recreation and Azalea Park which are located on the eastern portion of the greenway. This greenway would link to the Beverly Hills and French Broad River Greenway.

Town Branch Creek Greenway

Length: 1.25 miles

Trail Type: 10' wide asphalt

Description: This greenway corridor begins at the Dr. Wesley Grant, Sr. Southside Center and extends eastward to Memorial Stadium. The greenway would be a wooded, off-road experience as it heads from the Dr. Wesley Grant, Sr. Southside Center, parallel to Choctaw Street and Old Ashland Avenue, until it is the intersection of McDowell and Phifer Street. A segment east of this portion has been added to the plan to have this greenway connect with the Beaucatcher Greenway. This on-road, transitional corridor will be located along Southside, Short Coxe and Buchanan Avenue and terminate at the entrance of Memorial Stadium. The western end of the Town Branch Greenway would unite with the Clingman Forest Greenway.

Buncombe County Greenways

As was noted previously, Buncombe County revised the “Buncombe County, NC Greenways and Open Space Plan” in July 2008 (developed by Land-of-Sky) as well as developing the “Connect Buncombe – Greenway and Trails Master Plan” which was adopted in August 2012. Greenways that relate to the City of Asheville’s Greenway Master Plan and also within the vicinity of the I-26 corridor are included within the proposed City of Asheville Master Plan to foster connectivity. The following lengths, trail type and descriptions pertain to the greenway portions within the limits of the City of Asheville unless otherwise noted.

Bent Creek Greenway

Length: 2.75 miles

Trail Type: 10' wide asphalt

Description: This greenway branches off of the Hominy Creek Greenway just east of the WNC Regional Farmer’s Market and travels southward to Biltmore Park. The northern portion is most likely an on-road section that passes through the County from the Farmer’s Market and along Brevard Road where it intersects with I-26. Thereafter it largely passes mostly through the limits of the City of Asheville City and land owned by the County of Henderson. The greenway continues outside of the City’s limits along the French Broad River’s riparian banks via an off-road trail until it reaches the vicinity of Biltmore Park and Long Shoals Road. At this junction it links to the Lake Julian Greenway.

Hominy Creek Greenway

Length: 1.0 mile

Trail Type: 10' wide asphalt

This greenway originates near the intersection of Brevard Road and I-26 and travels westward to Hominy River Park. The initial greenway segment begins where Brevard Road and I-26 meet and travels northwest through private wooded landscape within until it intersects Hominy Creek. Thereafter, it continues westward and parallel to the disturbed riparian banks of Hominy Creek within Enka Center north of Biltmore Lake. Within this corridor the greenway weaves in and out of the limits of the City of Asheville for several segments. Eventually the greenway continues westward into Buncombe County and southwest of Enka Lake to Hominy River Park. This greenway ties into the Bent Creek Greenway.

Lake Julian Greenway

Length: 3.00 miles

Trail Type: 10' wide asphalt

Description: This greenway trail extends from the French Broad River and the Bent Creek Greenway near the intersection of I-26 and Long Shoals Road and continues eastward to Collier Park and Mills Gap Road. The western portion of the trail passes mostly within the City limits through densely developed areas along Long Shoals Road which include mixed use development such as Biltmore Park, residential communities and a large complex of schools. It continues around the shores of Lake Julian via an off-road trail. East of this it continues to Sweeten Creek Road, which is the limits of the City, and continues eastward to Mills Gap Road. It is interesting to note that the eastern portion of the greenway in the county also loops by then traveling

12H

northwest along Mills Gap Road and then south along Sweeten Creek Road where it terminates at Jake Rusher Park.

Additional Proposed Greenways

The City of Asheville staff along with the former Greenway Commission (now a part of the Multimodal Transportation Commission) recognize the need to consider other possible greenways since they would enhance connectivity especially in the context of the proposed I-26 corridor improvements. These greenway corridors will require in depth studies as to their exact alignment via feasibility studies. The following lengths, trail type and descriptions pertain to the greenway portions within the limits of the City of Asheville unless otherwise noted.

Beaverdam Creek Greenway

Length: 4.0 miles

Trail Type: 10' wide asphalt

Description: This off-road/on-road greenway trail begins just west of Webb Cove Road and terminates just west of Beaver Lake. Future feasibility studies should consider off and on-road alignments parallel to Beaverdam Creek as much as possible through this wooded residential valley floor. Similarly there are potential extensions of the greenway into the county west of Beaver Lake to the French Broad River as well as east of Webb Cove Road to the Blue Ridge Parkway. This greenway corridor would link to the proposed French Broad River Greenway.

Canie Creek Greenway

Length: 1.00 mile

Trail Type: 10' wide asphalt

Description: This trail begins at the Hominy Creek Greenway in the vicinity of Sand Hill Road and continues northwest to Patton Avenue just east of the entrance to the Asheville School campus. It is a relatively level corridor that is a wooded, off-road corridor between Patton Avenue and Sand Hill Road. Thereafter it continues as an on-road corridor via Bear Creek Road for a segment and then the possibility of returning to an off-road trail along the riparian Hominy Creek pending access as it approaches the former Waller tract.

Emma Greenway

Length: 1.00 mile

Trail Type: 10' wide asphalt

Description: This off-road/on-road greenway trail begins just east of North Louisiana Avenue and then follows parallel to Emma Road until it meets Smith Mill Creek Greenway near the French Broad River Greenway. There is a creek and a railroad that parallels Emma Road which is lined with a number of residences and a golf course.

Smith Mill Creek Greenway

Length: 1.75 miles

Trail Type: 15' wide asphalt

This trail begins at Falconhurst Park (near the intersection of Patton Avenue and Leicester Highway) and travels eastward along the creek to the French Broad River. The greenway segment that parallels the development on the south side of Patton Avenue is an off-road greenway. The segment will connect to West Asheville Greenway. It then transitions into an on-

road greenway as it passes through private commercial properties for some distance. Thereafter the last portion is set in a more naturalistic or landscaped terrain as an off-road segment that weaves its way via the creek via private developments that include a golf course, commercial and railroad land uses.

West Asheville Greenway

Length: 2.75 miles

Trail Type: 15' wide asphalt

Description: This trail originates in the vicinity of the intersection of Clingman Avenue and Patton Avenue in the downtown (where the Reed Creek Greenway passes) and travels southwest along the I-26 corridor to the French Broad River Greenway in the vicinity of Carrier Park. It would be an off-road greenway that passes from the urban downtown to the natural riverfront environment as it connects various communities of West Asheville to the greenway system.

West Asheville Rails-to-Trails Greenway

Length: 4.75 miles

Trail Type: 12' wide Asphalt

Description: This potential greenway depends upon the abandonment of the current railroad usage and its possible conversion to a corridor that can incorporate the principles and resources of the Rails-to-Trails Conservancy. This corridor extends from the eastern end of the Emma Greenway in the proximity of the French Broad River to the Hominy Creek Greenway in the Enka Center vicinity.

RESOLUTION NO. 13- 245

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ASHEVILLE A CONTRACT WITH PATTON CONSTRUCTION GROUP FOR THE PROJECT KNOWN AS CONCRETE REPAIR – MAINTENANCE AND ADA IMPROVEMENTS, CITY OF ASHEVILLE PROJECT # ENG-13-14-001.

WHEREAS, the City of Asheville has authority pursuant to Article 2 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, pursuant to N.C.G.S. § 143-129, bids were solicited for the project known as Concrete Repair – Maintenance and ADA Improvements, City of Asheville Project # ENG-13-14-001; and

WHEREAS, Patton Construction Group of Arden, NC was the lowest responsible bidder for the project, in the amount of \$204,430, and

WHEREAS, the project involves the Repair of Concrete Infrastructure that has Been Damaged or is in Need of Maintenance; and

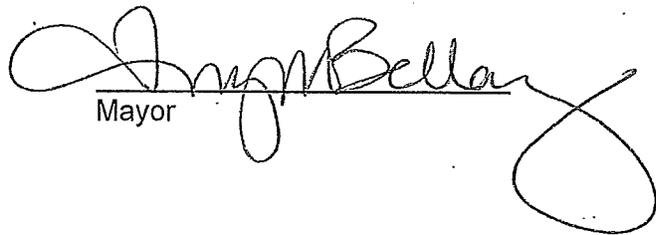
WHEREAS, the bids have been reviewed by the Public Works Department and the City's MB plan representative with all officers recommending approval of the bid,

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

The City Manager is hereby authorized to execute on behalf of the City of Asheville a contract in the amount of \$204,430 with Patton Construction Group, Inc. for the project known as Concrete Repair – Maintenance and ADA Improvements, City of Asheville Project # ENG-13-14-001.

Read, approved and adopted this the 12th day of November, 2013.


Deputy City Clerk


Mayor

Approved as to form:


City Attorney


City Clerk

RESOLUTION NO. 13-246

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ASHEVILLE A CONTRACT IN THE AMOUNT OF \$360,280 PLUS A CONTINGENCY OF 15% (\$54,042) WITH APPALACHIAN PAVING AND CONCRETE, INC. FOR THE PROJECT KNOWN AS CONCRETE REPAIR- UTILITY CUTS, CITY OF ASHEVILLE PROJECT #SP-13-14-001.

WHEREAS, the City of Asheville has authority pursuant to Article 2 of Chapter 160A of the North Carolina General Statutes to enter into contracts for services with other entities; and

WHEREAS, pursuant to N.C.G.S. § 143-129, bids were solicited for the project known as Concrete Repair- Utility Cuts, City of Asheville Project #SP-13-14-001; and

WHEREAS, Appalachian Paving and Concrete, Inc. of Asheville, NC was the lowest responsible bidder for the project, in the amount of \$360,280; and

WHEREAS, the project involves repair of concrete infrastructure that has been damaged during the installation of utilities; and

WHEREAS, the bids have been reviewed by the Public Works Department and the City's MB plan representative with all officers recommending approval of the bid,

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

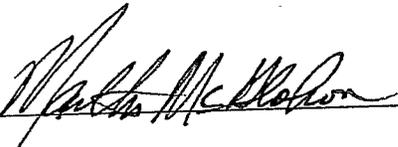
The City Manager is hereby authorized to execute on behalf of the City of Asheville a contract in the amount of \$360,280.00 plus a contingency of 15% (\$54,042.00) with Appalachian Paving and Concrete Inc. for the project known as Concrete Repair – Utility Cuts, City of Asheville Project # SP-13-14-001.

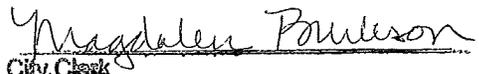
Read, approved and adopted this the 12th day of November, 2013.


Deputy City Clerk


Mayor

Approved as to form:


City Attorney


City Clerk

15

RESOLUTION NO. 13-247

RESOLUTION OPPOSING SESSION LAWS 2011-268 AND 2013-369 RELATING TO THE STATE LEGISLATURE'S BAN ON NORTH CAROLINA CITIES' ABILITY TO RESTRICT POSSESSION OF CONCEALED HANDGUNS IN MUNICIPAL PARKS AND RECREATIONAL FACILITIES

WHEREAS, on November 22, 2011, the City of Asheville amended Chapter 12 (Parks, Recreation and Public Places), section 12-42, regarding Firearms and Weapons, to comply with Session Law 2011-268 (Amend Various Gun Laws/Castle Doctrine) ("S.L. 2011-268"); and

WHEREAS, S.L. 2011-268 prohibited municipalities from enacting ordinances that barred the possession of concealed handguns, by those with a lawful concealed carry permit, in City parks; however, S.L. 2011-268 allowed municipalities to ban such concealed handguns in City recreational facilities (recreational facilities being defined as only playgrounds, athletic fields, swimming pools and athletic facilities); and

WHEREAS, the recently enacted Session Law 2013-369 ("S.L. 2013-369"), further prohibits cities from banning concealed handguns in playgrounds, greenways, biking and walking paths, and athletic fields when they are not being used for an organized athletic event scheduled with the municipality; and

WHEREAS, the City's parks are multi-purpose and serve as an opportunity for play and participation by children and adults of all ages, in various sporting and athletic events, some organized some not; and

WHEREAS, the City's greenways are especially unique in that they touch and are in close proximity to private residential homes, wrap around and are adjacent to residential zoning districts and utilized for transportation and recreation by citizens all ages; and

WHEREAS, there is no legislative history reflecting any consideration, discussion, or debate by members of the North Carolina General Assembly to indicate the legislative intent for further limiting municipal authority to regulate the possession and carrying of concealed handguns in municipal recreational facilities; and

WHEREAS, it is imperative that citizens and members of the North Carolina General Assembly understand that S.L. 2013-369 arrogates the control from municipalities over City parks and restricts a City's ability to provide for the safety and well being of the most vulnerable population, that being children and the elderly; and

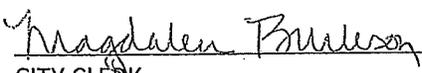
WHEREAS, the City urges citizens and others who have expressed concern and outrage over the City's inability to prohibit concealed handguns in City recreational facilities to contact members of the North Carolina General Assembly to convey such sentiment; and

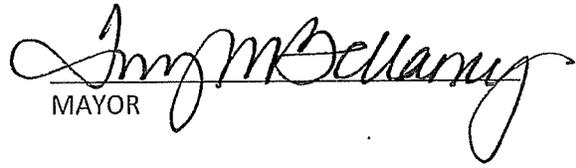
WHEREAS, the City must comply with Session Law 2013-369, and will do by amending the Parks, Recreation and Public Places Ordinance, specifically provisions regulating Firearms and Weapons, to be consistent therewith:

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

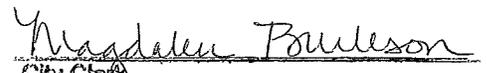
1. The Mayor and the City Council of the City of Asheville through the adoption of this protest resolution hereby declares its outrage and condemnation for S.L. 2011-268 and S.L. 2013-369.
2. The Mayor and the City Council of the City of Asheville resolve that a copy of this resolution be spread upon its minutes for public consumption and that a copy be sent to the North Carolina General Assembly.

Read, approved and adopted this 12th day of November, 2013.


CITY CLERK


MAYOR


CITY ATTORNEY


City Clerk

RESOLUTION NO. 13-248

RESOLUTION APPOINTING A MEMBER TO THE ALCOHOLIC BEVERAGE CONTROL BOARD

WHEREAS, the term of Wilfred Lack, as a member on the Alcoholic Beverage Control Board, expires November 13, 2013;

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

Mr. Wilfred Lack, 319 Sulphur Springs Road, Asheville, N.C., be and he is hereby reappointed as a member of the Alcoholic Beverage Control Board, to serve an additional three year term, term to expire November 13, 2016, or until his successor has been appointed.

Read, approved and adopted this 12th day of November, 2013.

Margaret Boulson
CITY CLERK

Jimmy Bellan
MAYOR

Approved as to form:

Walter McAlhara
CITY ATTORNEY

Margaret Boulson
City Clerk

RESOLUTION NO. 13-249

RESOLUTION APPOINTING A MEMBER TO THE CITIZENS/POLICE ADVISORY COMMITTEE

WHEREAS, Ms. Marie-Line Germain (central representative) is no longer a member of the Citizens-Police Advisory Committee, thus leaving an unexpired term until June 30, 2014;

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

Mr. Larry Holt, 21 Haywood Street, Asheville, N.C., be and he is hereby appointed as the central area representative on the Citizens/Police Advisory Committee, to serve the unexpired term of Ms. Germain, term to expire June 30, 2014, or until his successor has been appointed.

Read, approved and adopted this 12th day of November, 2013.

Magdalen Boulson
CITY CLERK

Jimmy McClary
MAYOR

Approved as to form:

Martha McPherson
CITY ATTORNEY

Magdalen Boulson
City Clerk

Resolution No. 13-250

RESOLUTION OF APPRECIATION TO TERRY M. BELLAMY

WHEREAS, Terry M. Bellamy became Asheville's youngest and first African American Mayor on December 5, 2005; and

WHEREAS, from December 7, 1999 - December 4, 2001, and December 2, 2003 - December 5, 2005, Terry served as Councilwoman; and

WHEREAS, on December 4, 2001, her fellow Council members elected her as Vice-Mayor; and

WHEREAS, Terry has shown by many years of experience, her enthusiasm and dedication to public service and her ability to function as an effective leader; and

WHEREAS, Terry untiringly devoted over fourteen years to the City of Asheville during a period of time that numerous projects were initiated through her leadership which will continue to have a revitalizing and growing impact on the City of Asheville far beyond her term of office, in particular her dedication to promote affordable, safe housing for all; her commitment to the needs of the elderly, people with disabilities, veterans, children and the economically disadvantaged; her commitment to bringing the best quality of education and safety to the youth; her commitment to minority representation and consistency in board terms for Asheville's various boards and commissions; and her advocacy for sustainable initiatives; and

WHEREAS, Terry has served the community with distinction in a long list of public appointments and offices, demonstrating always her willingness to place her concern for the public good ahead of her personal interests; and

WHEREAS, Terry also served the City of Asheville by her appointments to several state and federal commissions including the U.S. Environmental Protection Agency's Local Government Committee; the Governor's Logistic Task Force; Co-Chair of the U.S. Conference of Mayor's Hunger & Homelessness Task Force; the French Broad Water Resources Study Committee; and many others too numerous to mention; and

WHEREAS, Terry has been a powerful influence for good in the growth and progress of the community; and

WHEREAS, Terry has demonstrated in many practical ways her deep and genuine love for this city and the surrounding area;

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

That the members of the Asheville City Council hereby express their gratitude to Terry M. Bellamy for the service she has rendered to her community and that this resolution be entered into the minutes of the Asheville City Council and that a copy be presented to Ms. Bellamy.

Read, approved and adopted this 10th day of December, 2013.

MAYOR

COUNCILMAN

COUNCILMAN

COUNCILMAN

COUNCILMAN

COUNCILMAN

COUNCILMAN

Magdalena Paulson

City Clerk

RESOLUTION NO. 13-251

RESOLUTION APPOINTING A MEMBER TO THE RECREATION BOARD

WHEREAS, Mr. John Parrish has resigned as a member of the Recreation Board, thus leaving an unexpired term until June 30, 2015;

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

Mr. Robert Pierce, 12 Munn Drive, Asheville, N.C., be and he is hereby appointed as a member of the Recreation Board to serve the unexpired term of Mr. Parrish, term to expire June 30, 2015, or until his successor has been appointed.

Read, approved and adopted this 12th day of November, 2013.

Magdalena Bouleson
CITY CLERK

Jim Bellamy
MAYOR

Approved as to form:

Martha McElhonor
CITY ATTORNEY

Magdalena Bouleson
City Clerk

RESOLUTION NO. 13-252

RESOLUTION APPOINTING A MEMBER TO THE ASHEVILLE-BUNCOMBE HISTORIC RESOURCES COMMISSION

WHEREAS, Sue Russell has resigned as a member of the Asheville-Buncombe Historic Resources Commission, thus leaving an unexpired term until July 1, 2014;

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

Mr. Richard Fast, 103 Beaver Ridge Road, Asheville, North Carolina, be and he is hereby appointed, as a member of the Asheville-Buncombe Historic Resources Commission, to serve the unexpired term of Ms. Russell, term to expire on July 1, 2014, or until his successor has been appointed.

Read, approved and adopted this 12th day of November, 2013.

Magdalen Boulson
CITY CLERK

Jimmy Bellamy
MAYOR

Approved as to form:

Martin McElhannon
CITY ATTORNEY

Magdalen Boulson
City Clerk