

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT AND SIGN AN EASEMENT AT 152
SHELburne ROAD FOR THE HOMINY CREEK GREENWAY

WHEREAS, the City of Asheville is authorized pursuant to G.S. 160A-240.1 to acquire the fee or any lesser interest in real property by gift, grant, bequest or any other lawful method; and

WHEREAS, Ms. Jessie Corpening, hereinafter the Property Owner, is the owner of property located at 152 Shelburne Road, identified as PINs# 9628902700; and

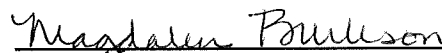
WHEREAS, the City of Asheville hereinafter City, has requested a Permanent Easement containing approximately 4,484 square feet or 0.10 acres over a portion of said property at 152 Shelburne Road; and

WHEREAS, the greenway improvements in the Hominy Creek Greenway Project for which the easements are requested will benefit the community;

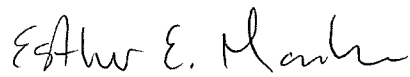
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

City Council accepts this easement with appreciation, and hereby authorizes the Mayor to execute any and all documents, approved by the City Attorney, to accept and sign a permanent easement over a portion of property located at 152 Shelburne Road (PIN #9628902700) by Jessie Corpening for the purposes of implementing the Hominy Creek Greenway project.

Read, approved and adopted this 26th day of January, 2016.



City Clerk



Mayor

Approved as to form:



City Attorney

RESOLUTION NO. 16-26

RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY A SANITARY SEWER EASEMENT AT AMBOY ROAD/RIVERVIEW DRIVE AND CARRIER BRIDGE TO THE METROPOLITAN SEWERAGE DISTRICT FOR THE EMERGENCY BYPASS PUMP STAGING AREA

WHEREAS, the N.C. General Statutes, Sec. 160A-273 grants authority to cities to convey easements across city property or right-of-way; and

WHEREAS, the City of Asheville, hereinafter the City, is the owner of property located at Amboy Road/Riverview Drive and Carrier Bridge, identified as PINs# 9648001832 and PINs # 9648002950; and

WHEREAS, the Metropolitan Sewerage District of Buncombe County, North Carolina hereinafter MSD, has requested a Permanent Easement containing approximately 8,342.5 square feet over a portion of said property at Amboy Road/Riverview Drive and Carrier Bridge; and

WHEREAS, the sewer improvements in the Emergency Bypass Pump Staging Area Project for which the easements are requested will benefit the community;

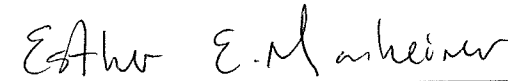
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to execute any and all documents, approved by the City Attorney, to convey a permanent easement over a portion of property located at Amboy Road/Riverview Drive and Carrier Bridge (PINS #9648001832 and PINS # 9648002950) to the Metropolitan Sewerage District of Buncombe County, North Carolina for the purposes of implementing the Emergency Bypass Pump Staging Area project.

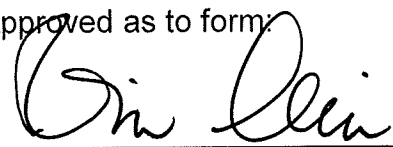
Read, approved and adopted this 26th day of January, 2016.



City Clerk



Mayor

Approved as to form:


City Attorney

RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY A CONSERVATION EASEMENT ON 16.50+/- ACRES OF REAL PROPERTY ALONG THE FRENCH BROAD RIVER LOCATED AT THE ASHEVILLE REGIONAL AIRPORT TO THE CAROLINA MOUNTAIN LAND CONSERVANCY FOR GREENWAY AND CONSERVATION PURPOSES

WHEREAS, N. C. Gen. Stat. sec. 160A-273 grants authority to cities to convey easements across city property or right-of-way; and

WHEREAS, the City of Asheville holds title to real property located at 61 Terminal Drive in Fletcher, known as the Asheville Regional Airport, and leases said property to the Asheville Regional Airport Authority; and

WHEREAS, the Carolina Mountain Land Conservancy has requested to purchase a conservation and greenway easement on approximately 16.50+/- acres of land at the Asheville Regional Airport located along the French Broad River; and

WHEREAS, the Carolina Mountain Land Conservancy has been awarded a North Carolina Clean Water Management Trust Fund grant for this purpose; and

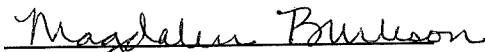
WHEREAS, Asheville Regional Airport Authority Board approved this transaction and requests the City to approve; and


WHEREAS, all proceeds of sale are subject to Federal Aviation Administration (FAA) regulations;

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

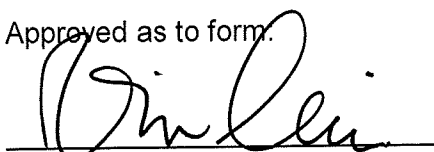
Pursuant to North General Statute Sec. 160A-273, the City Manager is hereby directed to convey the aforementioned real property at 61 Terminal Drive, Fletcher, to the Carolina Mountain Land Conservancy. Additionally, the City Manager is hereby authorized to execute any and all documents necessary to give effect to this resolution subject to approval by the City Attorney, and compliance with applicable North Carolina law.

Read and approved and adopted this 26th day of January 2016.


CITY CLERK


MAYOR

Approved as to form.


CITY ATTORNEY

RESOLUTION NO. 16-28

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GIFT MOU AND TO ACCEPT A DONATION FROM THE MCKIBBON HOTEL GROUP, INC. FOR THE CITY'S AFFORDABLE HOUSING TRUST FUND

WHEREAS, the City of Asheville is authorized pursuant to G.S. 160A-240.1 to acquire the fee or any lesser interest in real property or personal property by gift, grant, bequest or any other lawful method; and

WHEREAS, the City of Asheville has an established Housing Trust Fund to address the need for affordable housing within the City; and

WHEREAS, the City is currently experiencing a severe shortage of affordable housing and the established Housing Trust Fund needs additional funds to meet this need; and

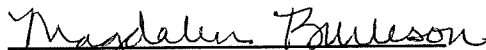
WHEREAS, the McKibbon Hotel Group, Inc. recognizes this affordable housing crisis and desires to make a donation to the City's Housing Trust Fund in the amount of \$250,000 in order to help address this need; and

WHEREAS, McKibbon agrees to make this \$250,000 irrevocable gift/donation to the City's Housing Trust Fund upon issuance of the certificate of occupancy for its One West Tower at Pack Square Renovation project (CO anticipated 2018) for the sole use and purpose of providing affordable housing within the corporate limits of the City;


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

The City Manager is hereby authorized to execute the Gift Memorandum of Understanding with the McKibbon Hotel Group, Inc. and accept the donation of \$250,000 for the City's Housing Trust Fund.

Read, approved and adopted this 26th day of January 2016.

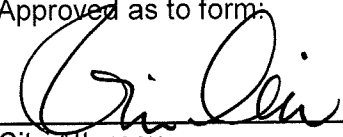


City Clerk



Mayor

Approved as to form:



City Attorney

RESOLUTION 16- 29

A RESOLUTION TO SUPPORT THE "BAN THE BOX" INITIATIVE BY AMENDING THE CITY EMPLOYMENT APPLICATION TO NO LONGER REQUIRE DISCLOSURE OF PAST CRIMINAL HISTORY DURING THE INITIAL JOB APPLICATION PROCESS FOR CERTAIN POSITIONS WITHIN THE CITY

WHEREAS, formerly incarcerated people and people convicted of crimes represent a group of competent and qualified job seekers ready to contribute and add to the work force; and

WHEREAS, research has shown that lack of employment is a significant cause of recidivism and that people who are employed have proved significantly less likely to be re-arrested; and

WHEREAS, the inability to obtain employment contributes to a host of problems including high rates of unemployment, recidivism and increased crime; and

WHEREAS, "Ban the Box" is a national movement with the goal of increasing employment opportunities for people with past criminal convictions by removing questions from the employment application regarding past criminal history; and

WHEREAS, many other cities and counties throughout the United States, including Boston, Massachusetts; Chicago, Illinois; Minneapolis - St. Paul, Minnesota; San Francisco, California; Charlotte, North Carolina; and Austin, Texas have adopted new employment application practices in support of the "Ban the Box" initiative; and

WHEREAS, the City of Asheville desires to acknowledge its support for the "Ban the Box" campaign and commend those communities who have passed policies on this measure and implement similar policies in the City of Asheville; and


WHEREAS, this change is consistent with the City's policy which prohibits discrimination against any person for any reason that is not related to bona fide occupational qualifications for the relevant job classification or job performance;

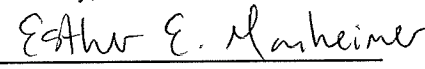
WHEREAS, certain positions of employment with the City are of such sensitivity that employment applications for these positions will continue to include questions regarding past criminal history;

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

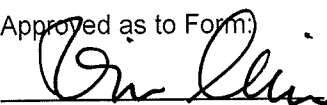
The City Council is committed to the Ban the Box initiative and supports City staff's actions amending the City of Asheville employment application so as not to require disclosure of an applicant's prior criminal history during the initial job application process, except in certain circumstances.

Read, approved and adopted this 26th day of January, 2016.


CITY CLERK


MAYOR

Approved as to Form:


CITY ATTORNEY

RESOLUTION AUTHORIZING SUBSTANTIAL AMENDMENT #1 OF THE CITY'S CONSOLIDATED ANNUAL ACTION PLAN FOR 2015-2016 TO THE U. S. DEPT. OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Asheville is an Entitlement City for the federal Community Development Block Grant (CDBG) program and is Lead Entity on behalf of the Asheville Regional Housing Consortium for the federal HOME Investment Partnership Act program; and

WHEREAS, the City has prepared a Consolidated Strategic Housing and Community Development Plan to provide a five-year framework of priorities and targets for the CDBG and HOME programs for 2015-2019; and

WHEREAS, on April 28, 2015 the City Council approved an Annual Action Plan for the use of these funds in 2015-2016; AND

WHEREAS, the Asheville Regional Housing Consortium Board has made a recommendation, consistent with the Strategic Plan, to amend the Action Plan for 2015-16;

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

1. The Annual Action Plan 2015-16 be amended as follows:
 - a. Removal of \$928,064 of HOME funds from not viable projects;
 - b. Allocation of those funds as follows:
 - c.

Applicant	Project	Award
Givens Estate	Gerber Village Phase I	\$150,000
HCHH	Dodd Meadows Phase III	\$50,000
HAC	Oklawaha Village	\$375,000
Madison County	Rural Rehabilitation	\$53,064
MHO & Farmbound Holdings, LLC	Pinnacle Point	\$300,000
TOTALS		\$928,064

2. Council authorizes the City Manager to sign all contracts and grant and loan agreements, after approval by the City Attorney, with HUD and with other designated agencies for the implementation of the Consolidated Action Plan.

Read, approved and adopted this 26th day of January, 2016.

Madalen Bourleson
CITY CLERK

Esther E. Manheimer
MAYOR

Approved As To Form:
[Signature]
CITY ATTORNEY

RESOLUTION NO. 16-31

RESOLUTION APPOINTING MEMBERS TO THE AFFORDABLE HOUSING
ADVISORY COMMITTEE

WHEREAS, Ms. Robin Raines, Mr. James Matrogiacomo and Ms. Laura Simmelink have resigned as members on the Affordable Housing Advisory Committee, leaving two unexpired terms until September 1, 2017, and one unexpired term until September 1, 2016;

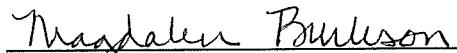
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

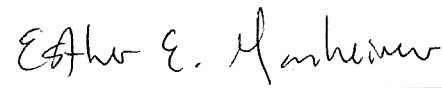
(1) Ms. Jo Ikelheimer, 89 St. Dunstan's Road, Asheville, N.C., be and she is hereby appointed as a member of the Affordable Housing Advisory Committee, to serve the unexpired term of Ms. Raines, term to expire September 1, 2016, and then a full three-year term, term to expire September 1, 2019, or until her successor has been appointed.

(2) Ms. Laura Collins, 47 Maple Ridge Lane, Asheville, N.C., be and she is hereby appointed as a member of the Affordable Housing Advisory Committee, to serve the unexpired term of Mr. Mastrogiacomo, term to expire September 1, 2017, or until her successor has been appointed.

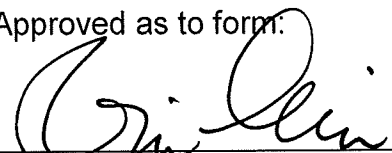
(3) Mr. Barry Bialik, Post Office Box 475, Skyland, N.C., be and he is hereby appointed as a member of the Affordable Housing Advisory Committee, to serve the unexpired term of Ms. Simmelink, term to expire September 1, 2017, or until his successor has been appointed.

Read, approved and adopted this 26th day of January, 2016.


CITY CLERK


MAYOR

Approved as to form:


CITY ATTORNEY

RESOLUTION NO. 16-32

RESOLUTION APPOINTING MEMBERS TO THE ASHEVILLE DOWNTOWN
COMMISSION

WHEREAS, the terms of Brent Campbell, Rebecca Hecht, Dane Barrager and Pamela Winkler, as members on the Asheville Downtown Commission, expired on December 31, 2015;

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

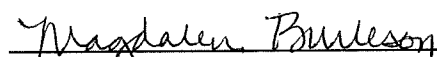
(1) Mr. Brent Campbell, 48 Curve Street, Asheville, N.C., be and he is hereby reappointed as a member of the Asheville Downtown Commission, to serve a three-year term, term to expire December 31, 2018, or until his successor has been appointed.

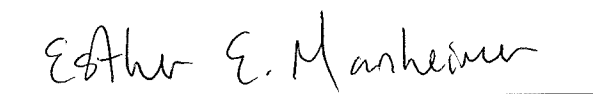
(2) Mr. Dane Barrager, Post Office Box 3017, Asheville, N.C., be and he is hereby reappointed as a member of the Asheville Downtown Commission, to serve an additional three-year term, term to expire December 31, 2018, or until his successor has been appointed.

(3) Ms. Pamela Winkler, 21 Battery Park Avenue, Asheville, N.C., be and she is hereby reappointed as a member of the Asheville Downtown Commission, to serve a three-year term, term to expire December 31, 2018, or until her successor has been appointed.

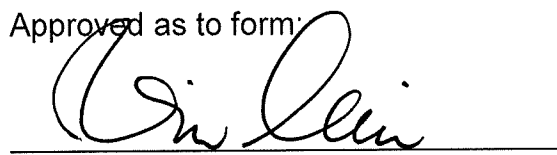
(4) Ms. Franzi Charen, 84 Barnard Avenue, Asheville, N.C., be and she is hereby appointed as a member of the Asheville Downtown Commission, to serve a three-year term, term to expire December 31, 2018, or until her successor has been appointed.

Read, approved and adopted this 12th day of January, 2016.


CITY CLERK


MAYOR

Approved as to form:


CITY ATTORNEY

RESOLUTION: 16- 33

RESOLUTION APPROVING SETTLEMENT OF DISPUTE BETWEEN THE CITY OF ASHEVILLE AND TERRY E. FISHER AND WIFE, BARBARA FISHER REGARDING 12 WAMBOLDT AVENUE, ASHEVILLE

WHEREAS, Terry E. Fisher and wife, Barbara Fisher (hereinafter referred to as "Property Owners") own property located at 12 Wamboldt Avenue, Asheville, North Carolina, more particularly described in a Deed of Trust recorded in Book 4517, Page 1405 of the Buncombe County Registry (hereinafter referred to as "The Property"), and;

WHEREAS, on or about the 5th day of September, 2015, water escaped from the City of Asheville water system, which Property Owners allege resulted in damage to The Property (hereinafter referred to as "The Incident"), and;

WHEREAS, JPMorgan Chase Bank, N.A. (hereinafter referred to as "Chase") holds a mortgage on The Property, and;

WHEREAS, the City of Asheville and the Property Owners, in order to avoid the additional costs and expenses of litigation, desire to enter into a Settlement Agreement and Release of All Claims, to resolve any and all existing or future claims between the Parties, and further agree that the performance of the obligations under such Agreement is not to be construed as an acknowledgment of wrongdoing or negligence, or an admission of liability whatsoever, by any of the Parties released, said liability being expressly denied, and;

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

1. Settlement. Asheville shall pay the total sum of Two-Hundred and Seventy Five Thousand, One-Hundred and Sixty Three Dollars and Seventy Five Cents (\$275,163.75), allocated and payable as follows:

- a. The sum of Two-Hundred and Thirty Thousand, Eight-Hundred and Thirty Three Dollars and Seventy Five Cents (\$230,833.75) to be made payable to Terry E. Fisher, Barbara Fisher, and JPMorgan Chase Bank, N.A. (Re: Claim No. 6242166), as a full and final settlement of any and all present or future claims arising out of, or relating in any way to, The Property and The Incident, and;
- b. The sum of Forty Four Thousand, Three-Hundred and Thirty Dollars (\$44,330.00) to be made payable to Terry E. Fisher and wife, Barbara Fisher, as full and complete settlement of any and all present or future claims arising out of, or relating in any way to, The Property and The Incident; including but not limited to, any claims for consequential damages, incidental damages, or damages to personal property, including any alternative living expenses and any and all other claims of any kind for any type of damages, whether such claims are known or unknown.

2. Release.

- a. Simultaneously with, and in consideration of, the payment outlined in paragraph 1(a) above: i) the Property Owners shall deliver a fully executed and notarized Release; and ii) Chase shall deliver a fully executed and notarized Release. The payment outlined in paragraph 1(a) above may be released only upon receipt of a fully executed and notarized Release from both Chase and the Property Owners.
- b. Simultaneously with, and in consideration of, the payment outlined in paragraph 1(b) above, the Property Owners shall deliver a fully executed and notarized Release. The payment outlined in paragraph 1(b) above may be released only upon receipt of a fully executed and notarized Release from the Property Owners.

3. Intent to Repair. Simultaneously with the payments outline above, Property Owners shall deliver a fully executed and notarized Intent to Repair.

4. Future Responsibility. The City of Asheville shall have no future liability whatsoever with respect to any present or future repairs, reconstruction or construction of The Property and all such expenses and risks shall be borne entirely by the Property Owners. The Agreement is intended as a full and final release of any and all claims which Property Owners, their heirs, assignees or any other person or lienholder could or might have against Asheville for any damage of any type resulting from, or as a consequence of The Incident.

5. The settlement described above is hereby approved, subject to the execution of appropriate settlement documents and releases by the Parties, as approved by the City Attorney's Office.

6. As required by N.C. Gen. Stat. § 143-318.11(a)(3), the terms of the settlement of the above-described matter are hereby made a matter of public record and the City Clerk is directed to enter this Resolution in the official minutes of the City Council as soon as possible after the settlement is concluded; and nothing herein may be construed as a waiver of government immunity with respect to any claims against the City of Asheville.

7. The Vice Mayor of the City of Asheville is hereby authorized to execute any settlement documents effectuating the above-described settlement with Terry E. Fisher and Wife, Barbara Fisher, upon approval of the City Attorney's Office.

Read, approved and adopted this 26 day of January, 2016.

Margaret Paulson
City Clerk

Billie
City Attorney

Steve G. [Signature]
Vice Mayor

RESOLUTION NO. 16-34

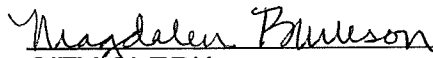
RESOLUTION AMENDING THE 2016 CITY COUNCIL MEETING SCHEDULE

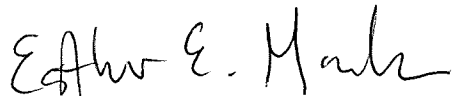
WHEREAS, the Asheville City Council is authorized, pursuant to N. C. Gen. Stat. sec. 160A-71, to fix the time and place for its regular meetings;

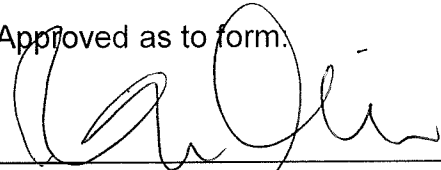
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The formal meeting of the Asheville City Council scheduled for Tuesday, February 9, 2016, is hereby cancelled.

Read, approved and adopted this 29th day of January, 2016.


CITY CLERK


MAYOR

Approved as to form.

CITY ATTORNEY