Tuesday - July 14, 1998 - 5:00 p.m.

Regular Meeting

Present: Mayor Leni Sitnick, Presiding; Vice-Mayor Edward C. Hay Jr.; Councilman M. Charles Cloninger; Councilman Earl Cobb; Councilwoman Barbara Field; Councilman Thomas G. Sellers; and Councilman O.T. Tomes; City Attorney Robert W. Oast Jr.; City Manager James L. Westbrook Jr.; and City Clerk Magdalen Burleson

Absent: None

INVOCATION

Councilman Tomes gave the invocation.

I. PROCLAMATIONS:

A. RECOGNITION OF ASHEVILLE FIREFIGHERS

Mayor Sitnick recognized Mr. Kevin Ponder and Mr. Paul Monroe, Asheville Firefighters, who just returned from helping battle the raging fires in Florida. Mr. Ponder and Mr. Monroe shared their experiences and presented Mayor Sitnick with a state flag which flew on their fire truck during their stay in Florida.

II. CONSENT:

A. MOTION SETTING A PUBLIC HEARING ON JULY 28, 1998, TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TO ADD ENCLOSED BREEZEWAYS TO THE DEFINITION OF "BUILDING"

Vice-Mayor Hay moved to set a public hearing on July 28, 1998, to amend the Unified Development Ordinance to add enclosed breezeways to the definition of "building." This motion was seconded by Councilman Sellers and carried unanimously.

B. RESOLUTION NO. 98-91 - RESOLUTION PROVIDING FOR THE POSSESSION AND CONSUMPTION OF MALT BEVERAGES AND/OR UNFORTIFIED WINE AT THE 1998 BELE CHERE FESTIVAL

Summary: The Bele Chere Strategic Plan which was presented to City Council at the annual retreat in 1997 established a Bele Chere Alcohol Task Force to address the alcohol issues surrounding the Bele Chere Festival. This Task Force continues to meet and address issues related to alcohol possession and consumption.

In May, 1996, Asheville City Council approved an ordinance prohibiting consumption and/or possession of open containers of malt beverages and unfortified wine on public streets and other property owned or occupied by the City of Asheville. In order to allow for the control of the sale and consumption of alcohol at Bele Chere, it is necessary for City Council to approve the resolution. Over the past several months, the Bele Chere Alcohol Task Force has been meeting to address concerns from downtown merchants, festival participants and Bele Chere Board members concerning alcohol at Bele Chere. The Task Force is made up of representatives from downtown merchants, City Council, Parks and Recreation staff, Legal Division, Asheville Police Department, the Alcohol Law Enforcement Board and Bele Chere Board. The resolution contains recommended actions by the task force, Bele Chere Board and various City Departments. This Task Force feels that the cooperative arrangement between all -2-

parties has been successful in trying to address the major issues relating to alcohol possession and consumption based upon past history of the festival.

The Parks and Recreation Advisory Board, Bele Chere Board, Bele Chere Alcohol Task Force, and the Parks and Recreation staff recommend approval of the resolution to allow alcohol during the Bele Chere Festival.

Upon inquiry of Councilman Sellers, Mr. Butch Kisiah said that the City is still following the Bele Chere Strategic Plan in that in 1999 the City will have no alcohol booths at Bele Chere.

Mayor Sitnick said that members of Council have been previously furnished with a copy of the resolution and it will not be read.

Councilwoman Field moved for the adoption of Resolution No. 98-91. This motion was seconded by Councilman Cloninger and carried unanimously.

RESOLUTION BOOK NO. 24 - PAGE 441

III. PUBLIC HEARINGS:

A. PUBLIC HEARING RELATIVE TO REZONING EIGHT LOTS OFF SWEETEN CREEK ROAD FROM RS-4 RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO RM-8 RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT

ORDINANCE NO. 2499 - ORDINANCE TO REZONE EIGHT LOTS OFF SWEETEN CREEK ROAD FROM RS-4 RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT TO RM-8 RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT

Mayor Sitnick opened the public hearing at 5:16 p.m.

City Clerk Burleson presented the notice to the public setting the time and date of the public hearing.

Mr. Bruce Black, Urban Planner, said that this is the consideration of an ordinance to rezone eight lots (1.9 acres) off Sweeten Creek Road from RS-4 Residential Single Family Medium Density to RM-8 Residential Multi-Family Medium Density.

Owners and applicants Timothy Vorst, Philip G. Cheney III, Willie and Barbara Eddins, Doris Luther, Myrtle Ammons, and Roger Chipman have requested a portion of PIN No. 9654-10-26-9946, and all of PIN Nos. 9654-10-36-1567, 9654-10-36-0862, 9654-10-36-1703, 9654-10-36-1634, 9654-10-36-2520 and 9654-10-36-1485 be rezoned from RS-4 Residential Single Family Medium Density to RM-8 Residential Multi-Family Medium Density.

The area proposed for rezoning is already functioning in a multi-family capacity, and fronts on Sweeten Creek Road . The traffic count in this area is above 11,000 cars per day, suggesting that this property is more suitable for multi-family use that for single family use. The property across Sweeten Creek Road, although not in the city, is also multi-family in use, and there are commercial districts directly to the north of this area, starting at Birch Court, (Zone is CB-I), and directly south across Royal Pines Drive (zone is CS (Limestone Township).

The proposed zoning will not intrude into the existing neighborhood as access to the property proposed for rezoning is from Sweeten Creek Road, and would not be allowed from Cherry Street in the existing

neighborhood. The proposed zoning will not front on Cherry Street in the existing neighborhood.

The Planning and Development staff recommends approval of the rezoning request. Planning staff has received one letter of protest from an adjoining property owner. The Planning and Zoning Commission at it's meeting of June 3, 1998, recommended by a vote of five to zero that the petitioned rezoning be approved.

When Councilman Tomes questioned the proposed split zoning of one of the lots, Mr. Black said that generally split zoning is not something that Planning staff would recommend, however, in this case there are very clear old lot lines to follow.

Mayor Sitnick closed the public hearing at 5:26 p.m.

Mayor Sitnick said that members of Council have previously received a copy of the ordinance and it would not be read.

Councilwoman Field moved for the adoption of Ordinance No. 2499. This motion was seconded by Councilman Cloninger and carried unanimously.

ORDINANCE BOOK NO. 17 - PAGE 86

B. PUBLIC HEARING TO CONSIDER A MODIFICATION FROM THE SUBDIVISION STANDARDS REGARDING A FLAG LOT FOR PROPERTY ON OLD HAW CREEK ROAD

Mayor Sitnick opened the public hearing at 5:27 p.m.

City Clerk Burleson presented the notice to the public setting the time and date of the public hearing.

Mr. Carl Ownbey, Urban Planner, said that this is the consideration of setting a modification to the subdivision regulations which addresses flag pole lot length for property located on Old Haw Creek Road.

The Planning and Development Department received a request from owner Sophia Brooks to approve a modification to the required maximum length of a flag pole lot. The request is to increase the maximum length of the flag pole for this particular subdivision from 250 feet to 440 feet. This increase will allow the owner to sell approximately 1.25 acres of her 3.91 acres of land and meet all other subdivision requirements.

The staff presented the subdivision modification request to the Planning and Zoning Commission at their meeting on June 3, 1998. After review, the Commission voted to recommend approval of the flag pole lot length modification for this particular subdivision.

Upon inquiry of Councilman Cloninger, Mr. Ownbey explained the definition of a flag pole lot.

Mayor Sitnick closed the public hearing at 5:32 p.m. -4-

Councilman Tomes moved to approve the modification from the subdivision standards to increase the maximum length of the flag pole length for the subdivision on Old Haw Creek Road from 250 feet to 440 feet. This motion was seconded by Councilman Cobb and carried unanimously.

UNFINISHED BUSINESS

Upon inquiry of Mayor Sitnick, it was the desire of Council to consider the ordinance granting the franchise prior to consideration of the settlement of the franchise fees. Mayor Sitnick noted that she personally would like to consider the settlement of the franchise fees issue first.

Councilman Cloninger moved to change the agenda and consider the ordinance granting the franchise at

this time. This motion was seconded by Councilman Tomes and carried on a 6-1 vote, with Mayor Sitnick voting "no".

ORDINANCE NO. 2500 - ORDINANCE GRANTING A FRANCHISE TO BRENMOR CABLE PARTNERS, L.P. (D/B/A INTERMEDIA)

City Attorney Oast said that the public hearing on this matter was held on June 23, 1998, and stated that new terms and conditions have been negotiated and they were reviewed in detail during the June 2, 1998, worksession and clarified at the public hearing held on June 23, 1998, by Assistant City Attorney Meldrum. He recapped that after the June 23, 1998, public hearing a motion was made and seconded to adopt the franchise agreement. Mayor Sitnick then had a medical emergency and had to leave the meeting and asked that the issue be withdrawn from consideration at that time. He reminded Council that granting a franchise does require two votes and if Council does vote to award a franchise today, the second reading will take place on July 28, 1998. He stated that the term of the franchise ordinance specifies that the franchise will begin on July 1, 1998, however, that will be adjusted in the final version of the ordinance to July 28, 1998, if adopted.

Upon inquiry of Councilwoman Field, City Attorney Oast and InterMedia General Manager Joe Haight explained the impact of InterMedia being recently purchased by AT&T and how that would affect the City of Asheville.

City Attorney Oast and Mr. Haight responded to several questions and comments from Council, some being but are not limited to: why InterMedia requested to be relieved from the obligation to overbuild in certain areas and what would happen to Charter Cable and Marcus Cable if they don't want to enter into a franchise agreement to provide services within the City; billing should be simplified; what would InterMedia have to do to go into the telephone business; free Internet access service and free cable modem to each school and public library in the franchise area; and the agreement being a non-exclusive franchise.

Mayor Sitnick said that members of Council have previously received a copy of the ordinance and it would not be read.

Councilman Cobb moved for the adoption of the ordinance granting a franchise to Brenmor Cable Partners, L.P. (d/b/a InterMedia) for the operation and maintenance of a cable system with the amendment to Section 12.E as follows: "In the event that franchisee elects to provide high-speed Internet access services by cable modems in the City, then at such time that franchisee begins to provide such Internet services to its subscribers on a commercial basis, franchisee shall provide free Internet access service and a free cable modem to each school and public library located within the franchise area and which are passed by the activated feeder -5-

cable for as long as franchisee decides, in its sole discretion, to continue to provide such Internet services to its subscribers in the franchise area. Such Internet access services and modems shall be provided when Internet service to franchisee's subscribers becomes available in the cable system node in which the school or public library is located and within thirty (30) days of a written request from the school or public library for such services and modem." This motion was seconded by Councilman Cloninger.

Councilman Tomes was concerned over the length of the franchise and felt it should be shorter.

Vice-Mayor Hay said that a lot of what Council has heard has to do with public access channels and how were they going to be administered and the amount of money earmarked for those channels rather than do they exist. The benefit to the City if they enter into the agreement now is that we get public access now. He understands that we need to take the franchise fee settlement into account while Council evaluates this ordinance but this ordinance should stand on its merits. He too is concerned about the pass through

expenses and the 750 MHz system vs. the 550 MHz system but felt that the City needed to balance the benefits of the items they are not satisfied with and balance of items they are satisfied with. He is satisfied with the state-of-the-art clause in that it is the best the City can do to protect ourselves against the unanticipated developments over the next 12 years. He would like the agreement be a 5 or 3 year agreement but feels this agreement is the best that can be negotiated. Regarding the AT&T/TCI merger, what we are hearing is that there will be increased serves over the cable lines and the new agreement does take into account any revenues that are collected over those lines. He felt that the time is now to go ahead and move into a new agreement. He realized that the agreement is not perfect, but hoped that it is the best the City can do.

Councilwoman Field was concerned about the pass through and the people who may not be able to afford the additional amount of money. She would like to see the amount lowered, however, she has not heard any comments from the public concerned about the pass through. She was hoping for, and was waiting for, the people who are involved in public access to get together and come to Council with a plan regarding public access and what they need, what they will do and what they would like the City to do. She has not seen that. She said that since they have not been given that type of information, it is hard for her to negotiate for more funds for public access when she doesn't know what they need. She asked the people who want public access to tell the City what they need so that the City can figure out how to do it.

Councilman Sellers said that his big concern is the term of the agreement and he would like to see the shortest term possible.

Councilman Cloninger said that this agreement is much better that the 1967 agreement currently in effect and better than the proposal brought to Council in November of 1997. The term has been shortened; the definition of gross revenues will result in more revenues to the City; the state-of-the-art clause has been broadened; there will be free Internet access to all the schools in the City; the I-net sites have been expanded so that all libraries, high schools and the Board of Education offices will be included in the network; there will be more upfront funding for our peg channels and more on-going financial support for those channels; and there will be the opportunity for those industries that may want the 750 MHz system to receive that, however, they will pay for having that additional capacity rather than having the other Asheville subscribers pay for it who actually do not need it. The proposal floating around in the City that the City should consider owning their own cable system is not a practical idea because we don't have the expertise and don't have the money to run our own system. He said that Morganton, N.C., is one of about 75 cities across the Country that own their own system but in most of those cases, those cities also own their own their own electric system. There are some provisions in -6-

this agreement that he wished were stronger, however, there are other provisions that we made out better than we hoped. In business negotiations, neither side gets everything, but all in all, the agreement is best the City can do.

Mayor Sitnick stated that even though there are improvements to the November 1997 proposed agreement that Vice-Mayor Hay and Councilman Cloninger requested action be delayed for further consideration, she outlined several items she was still not comfortable with: no reductions for senior citizens; the refund by request provision; that the City's consultant said at the beginning that 750 MHz is what the City should be getting and she is concerned on whether the 550 MHz system is adequate given the technological advances; the City pays for the I-net system and yet TCI will continue to own it; there should be more balance with the pass through fees; the term of the contract is still too long in that it limits our bargaining power, if the community does not embrace public access television then the City has a 12 year contract that binds us to the using of public access that will cost the subscribers money, and the federal government changes its mind quickly regarding the competitiveness of the cable industry; customers should have basic and expanded without payment for any additional equipment; and all schools and libraries should have the potential of use of this technology. She felt that the City, in part, was derelict in its duties (maybe because of a poorly written

1967 franchise) to determine whether the were being paid on time and whether there should have been penalties levied for payments that were not in compliance. But, because the cable company did not pay us on time it cost the City money to audit and investigate about fees. She was very grateful to former City Manager Doug Bean who questioned whether the City was being dealt with fairly by the cable company. She desired to postpone this renewal in order to see what the federal government would change, maybe form an advisory board with some of the experts in this community to work with the City, and not move so quickly on a 12 year contract that may bind us beyond what we want to be bound by.

Mayor Sitnick thanked all the citizens who participated in this process and stated that she was proud of the Asheville community and their desire to participate in government. She also thanked City staff, Mr. Haight and his staff and City Council for their long hours of deliberation.

The motion made by Councilman Cobb and seconded by Councilman Cloninger carried on a 5-2 vote, with Mayor Sitnick and Councilman Tomes voting "no".

City Attorney Oast said that the second and final reading of the ordinance would be held on July 28, 1998.

ORDINANCE BOOK NO. 17 - PAGE 88

III. PUBLIC HEARINGS CONTINUED

C. PUBLIC HEARING RELATIVE TO AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH INTERMEDIA AND TCI REGARDING FRANCHISE FEES

Mayor Sitnick opened the public hearing at 6:21 p.m.

City Clerk Burleson presented the notice to the public setting the time and date of the public hearing.

City Attorney Oast said that this resolution will authorize the City Manager to execute a settlement agreement with InterMedia and TCI regarding franchise fees.

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The 1967 franchise requires that the franchise holder pay to the City of Asheville 6% of the gross monthly service charges collected annually for providing the radio and television signals over the cable system within the corporate limits of the City of Asheville. Under the 1967 franchise, that payment was deemed to be full compensation for use of the City’s property rights, services rendered, supervision and inspection of equipment and facilities.

Concerns had been raised by the City of Asheville regarding whether or not the City had been paid all of the fees due under the terms of the 1967 franchise. The City of Asheville and the current franchise holder, Brenmor Cable Partners, L.P. (d/b/a InterMedia), have reviewed the language of the 1967 franchise and franchise fee payments made to the City of Asheville during the last few years. As a result of discussions by the parties regarding this issue, a settlement was proposed and considered by the City Council at previous meetings. On March 3, 1998, at a worksession, the City Council instructed City staff to conduct further negotiations regarding the settlement. Those further negotiations have been concluded and a draft of the proposed new settlement agreement was presented to City Council at their worksession on Tuesday, June 2, 1998.

City Attorney Oast said that the negotiations were reviewed in detail during the June 2, 1998, worksession by Assistant City Attorney Meldrum. He then briefly reviewed the documents attached hereto as Exhibit "A", resulting with the proposed settlement of $175,000.

When Mayor Sitnick asked why the cable company continued to pay 6% when Congress said they only had to pay 5%, City Attorney Oast said that the franchise said that they were to pay 6% and the cable company was treating it as a contract. He speculated that they wanted to honor what they considered to be a contract knowing that the City was relying on the revenues and if that provision were to change, it could result in some other ramifications throughout the franchise ordinance.

Mr. Haight said that before 1984, 3% was the maximum amount that you could charge and you could add 2% more but that 2% had to go 100% to regulation of cable. In 1983 this system changed hands for the first time from Thoms to Daniels & Associates. At that time, John Jerose told him that there was a lot of discussion about whether to go ahead and change the percentages to 5% at that time or leave it at 6% because the revenue that would be derived at 6% far exceeded what would be derived at 5% including all sources of revenue. It was determined jointly by City Council, staff and the attorneys of Daniels & Associates, Thoms and the City that they would continue at 6% based on the collection of basic and expanded basic. The expanded basic was included because WGN, WTBS and WOR were broadcast channels at that time. When Daniels & Associates transferred to United Artists the same conversation took place and they went through the same discussions of whether 6% was more beneficial to the City than 5%. It was determined at that time also that 6% would bring in more revenue for the City than going to the 5% of gross. He pointed out that at that time, HBO and Cinemax were the only two premium channels that they offered and there was not a lot of revenue involved. In the 1990's premium service became more prevalent throughout the whole cable system and the revenue stream increased. He believed that until just recently the revenue derived from the 5% fee of gross would equal the 6% that has been given to the City all of these years.

Upon inquiry Mayor Sitnick, City Attorney Oast explained how the statute of limitations provision is not clear in North Carolina law and how he felt that issue is one that both sides would have a lot of trouble with winning.

City Attorney Oast pointed out and explained the major issues in this matter: (1) how much is a percentage we are entitled to collect from their revenue - the cable company contends it's 5%, the City contends it's 6%; (2) what is contained in the definition of revenues - the cable company contend it's only basic or expanded basic, the City contends it's everything including -8-

their premium and pay per view channels; and (3) what is the statute of limitations - the cable company contends it's three years, the City contends that it's indefinite which is back to about 1984.

City Attorney Oast said that if the vote is to authorize the settlement, he recommended that the motion be phrased in such a way to delay the effectiveness of your action pending the second reading of the ordinance granting the franchise.

Upon inquiry of Councilwoman Field, City Attorney Oast explained that if the City went into court, the City could expect that a counterclaim would be filed on the basis of overpayment of fees and the City could stand to lose money or have to pay the cable company.

When Mayor Sitnick said that the City was prepared to go to court to defend its position on the release of public records, why wouldn't the City be willing to go into court to collect revenues for the City that are due. She suggested the City hire a lawyer on a contingency basis.

City Attorney Oast responded that on the basis of the issues and explanations he has given Council, the complexity of the law involved and also the uncertainty of the law, he didn't think that any law firms that would be willing to take this on a contingency fee basis and he suspected the fees would be rather high. He felt that in any event, if the City decides to pursue this in court, the City would be looking at paying legal fees whether or not they win. Contingency fees are sometimes done in collection actions, but that is usually where the law is more clear than it is here.

Mayor Sitnick said that since the article appeared in the paper where the headline stated something like the City Council had decided not to pursue the ultimate franchise fee settlement, half of the letters, phone calls and e-mails she has received, people have criticized and condemned this Council for giving up so easily and not pursuing the people's money, etc. She stated that this Council's discussion today is the first discussion and it will be the first vote Council has have taken on this. We have had numerous presentations in worksessions, at public hearings, and at public seminars, but this Council has never voted prior to this meeting on whether it would or wouldn't pursue more or less of a franchise fee settlement.

When Councilman Cloninger asked what the City's chances were to recover $500,000 or more by going to court, City Attorney Oast said that the chances of the City prevailing on all of the issues, so we could recover that amount, is pretty remote.

Councilman Cloninger responded to Mayor Sitnick's earlier comment about the City's willingness to go to court to not release documents. He said that that the City had a better case in trying to keep from releasing those documents than we do on this cable issue, and we lost the document case.

Upon inquiry of Councilman Cloninger about how long it would take to litigate this matter, City Attorney Oast said that if the matter were to be filed in state court, which it probably would be given the favorable result in the Lexington, N.C., case, his estimate is 4-4/12 years until it is finally resolved.

When Councilman Cloninger asked, assuming the City would hire an attorney on an hourly basis, what could roughly be our attorney's fees over the next 4-5 years, City Attorney Oast said it was hard to estimate and unless we got a fairly quick settlement it could be substantially more than $175,000, depending on how far it goes. The point to be made is that when you get into a fight like this, you're just not taking on TCI but the entire cable industry because these issues are very important to them. -9-

City Attorney Oast said that if City Council decides not to enter into this settlement agreement, then he would request that Council amend the vote on the granting of the franchise ordinance to include language that reserves the City's right to pursue this legal action. Assuming that Council adopts the franchise ordinance, this would not affect what we are able to get under that ordinance.

Councilman Cobb said that the 1967 franchise reads that "The Grantee shall pay to the City an annual sum of money computed upon the gross monthly service charge received by the Grantee for providing the radio and television signals over the system within the limits of the City of Asheville as follows: 6% of the gross monthly service charges collected." He felt the City should not settle for anything less than what the cable company owes us.

Mr. Bill Wald explained that the franchise fee is not InterMedia's money, it's the pass through of the subscribers money.

Mr. Haight thanked Council for working with them for the past two years on what they feel is a fair and reasonable settlement for all concerned. InterMedia is saying that as part of the entire package, they are willing to pay $175,000 to settle the issue once and for all - for TCI as well as for InterMedia. Quite frankly, by law, they have the right to go back and collect that $175,000. Instead, they have chosen to negotiate with Council with what they determine to be a fair settlement.

Councilwoman Field asked what would happen if the court awarded the City $528,000. Mr. Haight said that InterMedia would have the right to go back and collect it as an additional pass through to the subscribers.

Mr. Haight noted that the legal departments of four large companies and the legal staff of the City of Asheville have argued about this since at least 1983 and it has never been absolutely clear. He said the audit completed by the City consultant Rice, Williams is not agreed to by InterMedia by any means. However,

he is only interested in putting this issue behind us and in going forward with the City of Asheville.

Mayor Sitnick referred to a letter dated February 8, 1994, from TCI Southeast Inc. that enclosed a franchise fee payment in the amount of $161,361.74 from July 1, 1993 - December 31, 1993. She could not understand how the City received a check for a six month period for $161,361 and we are now saying that for the last three years they only owe the City $175,000. She noted that the cable company has agreed to pay the City $25,000 more than in the original franchise fee settlement of $150,000 in November 1997.

Discussion then surrounded the math calculations on the $175,000.

Mr. Wally Bowen, representative of the Citizens for Media Literacy, said that in December 17, 1995, he and other members of the Citizens for Media Literacy and offered their assistance, help and input into this process and for the next two years they were ignored. He thanked this Council for opening up the process where they are able to participate. Using the formula of the City's consultant, he showed Council a spreadsheet of how his organization arrived at the cable company owing the community over one million dollars over a ten year period.

Councilman Cloninger said that he has a fax from the City's consultant Jean Rice and he asked her about that million dollar figure. She wrote that "a million dollars is too high for a -10-

conservative estimate of past due fees. Assuming the 5% franchise fee cap established by federal law, a ten year limitation and the results of the audit, a $600,000 estimate would be appropriate but not conservative."

Mayor Sitnick said that the cable company agreed to pay 6% on their services, but they didn't include all their services and that's why former City Manager Bean questioned whether the gross revenues that were being determined by the cable company were actually the full picture. In 1994 she and Chris Peterson questioned the City Manager at that time about this very issue. The fact of the matter is that the City has some responsibility here too. The document didn't provide for the authority for the City to levy a penalty for a late payment, but it did allow us to revoke the agreement within a certain period of time - and the City never did that. The City had some culpability also.

Upon inquiry of Councilman Cobb, City Attorney Oast said that one question to be resolved in litigation is whether our contract and their continuing to honor the 6% binds them to that figure until the contract expires or until we renew it.

Mr. Bowen questioned why a cable company that is the business to maximize its profits would voluntarily pay more money than the federal law required. His assumption is that they looked at the federal law and they looked at the contract and they realized that the contract allowed them to continue underpaying and they did that. He felt that it behooves the City Council to try to get a second opinion about this. He hoped that a fair franchise fee settlement for this community would help fund first rate, top quality public access. One concern they have about the franchise renewal is that all the PEG money is earmarked for equipment and there is no money to actually staff and operate it. They know of no public access operation that is all volunteer. If the City has a weak case, why give up the franchise renewal, which is good leverage, before the settlement is enacted. The franchise renewal is powerful leverage in order to maximize the money owed this community. He said that through a grant they have received from the Community Foundation of Western North Carolina to promote public access in this community, they are bringing in one of the top cable attorneys in the country this Thursday to talk about franchise enforcement and public access. He noted that in 1985 the City Council was concerned enough about the status of this franchise that it established a Commission chaired by Lou Bissette. They made some startling findings. One finding is that the 1967 franchise agreement was passed on July 26, 1967, by referendum, however, on July 4, 1967, the state legislature passed a law that forbid any municipality from granting a franchise longer than, he thought, 25 years. The Commission concluded that the 1967 agreement was illegal and suggested that the City Council abrogate the agreement at that point and

renegotiate. The attorney they are bringing in has suggested that this agreement may have been illegal from the beginning and that may give us some additional leverage in litigation. Their attorney also questioned why, since the franchise renewal is with InterMedia, let TCI in on the settlement agreement since they are two different companies. There seems to be a lot of unanswered questions and he hoped that City Council will seek other professional opinions on this.

Mayor Sitnick closed the public hearing at 7:34 p.m.

Mayor Sitnick said that members of Council have previously received a copy of the resolution and it would not be read.

Councilman Cloninger moved to authorize the City Manager to execute a settlement agreement with InterMedia and TCI regarding franchise fees. This motion was seconded by Councilman Sellers and failed on a 2-5 vote with Councilmen Cloninger and Sellers voting "yes" and Mayor Sitnick, Vice-Mayor Hay, Councilwoman Field and Councilmen Cobb and Tomes voting "no". -11-

At the request of City Attorney Oast, in order to preserve our right under the new franchise to pursue this settlement, Councilman Cobb moved to reconsider his motion to adopt the ordinance granting a franchise to Brenmor Cable Partners, L.P. (d/b/a InterMedia) for the operation and maintenance of a cable system with the amendment to Section 12.E. This motion to reconsider was seconded by Councilman Cloninger and carried unanimously.

Councilman Cobb moved to adopt the ordinance granting a franchise to Brenmor Cable Partners, L.P. (d/b/a InterMedia) for the operation and maintenance of a cable system with the amendment to Section 12.E outlined above and an amendment to Paragraph 2 to preserve our right to pursue legal action to collect any unpaid franchise fees on the 1967 ordinance as outlined by City Attorney Oast. This motion to reconsider was seconded by Councilman Cloninger and carried on a 5-2 vote, with Mayor Sitnick and Councilman Tomes voting "no".

At 7:55 p.m., Mayor Sitnick announced a short break.

IV. UNFINISHED BUSINESS:

A. CONSIDERATION OF A CONDITIONAL USE APPROVAL AND PERMIT FOR A DUPLEX AT THE CORNER OF LONDON ROAD AND SHADY OAK DRIVE

Mayor Sitnick said that the public hearing on this matter was held on June 9, 1998.

Mr. Bruce Black, Urban Planner, said that the Technical Review Committee has reviewed an application from owner Emory Mitchell for a conditional use permit for a duplex on the corner of Shady Oak Drive and London Road (PIN No. 9647-12-96-1860). The Unified Development Ordinance ("UDO") specifies several conditions which must be met in order to be granted approval. All of these conditions, detailed below, other than number six, have been met. Condition number six, as a requirement of the UDO, would have to be complied with and it is recommended that compliance with number six below be one of the conditions attached to the permit if the project is approved.

1) The project is located in a District (RS-8) in which Duplexes are allowed as a Conditional Use;

2) The proposed use is more than 300 feet from any other multi-family use other than an accessory apartment;

3) The area of the lot on which the Duplex is to be located exceeds 125% of the minimum lot size for the district in which it is located (RS-8);

4) Parking is located in the rear of the building, and is screened from the neighbors by landscaping;

5) Structure has a single front entrance;

6) Structure will meet all applicable NC building codes. Please note that this will be a function of the building permit application and subsequent inspections by the Building Safety Department.

The proposed duplex is currently sheathed in asbestos shingles. These shingles fall into a Category II rating, and are not considered to pose a threat to health safety or welfare unless they are reduced to the point of dust. A permit from the Regional Air Pollution Control Agency is required prior to removal of all shingles. Work involving asbestos shingles may be required to be done by a certified asbestos contractor.

The UDO also contains seven criteria which are to be considered by the Council in the Conditional Use process. In order to approve the proposed project, the Council must find from -12-

the evidence and testimony received at the public hearing, or otherwise appearing in the record of this case that these criteria have been satisfied. Those criteria and staff's findings are set forth below:

1.That the proposed use or development of the land will not materially endanger the public health safety and welfare.

There is no intrinsic diminution of the public health safety and welfare in the use of this property as a duplex.

The lot is .32 acres in size, and is allowed two single family units under the current zoning, if all other development requirements of the city, Water Authority, and MSD could be met, and if the property were subdivided. Because of a sewer easement through the middle of the property, it is not likely that two single family homes could in fact be placed on the property, even though current zoning density would allow such.

There appears to be no diminution in the public health, safety, and welfare in the presence of the asbestos shingles if proper precautions are taken in working with them, and a contractor certified to work with said shingles is used in that connection.

2. That the proposed use is reasonably necessary for the public health or general welfare, such as by enhancing the successful operation of the surrounding area in it's basic community functions or by providing an essential service to the community or region.

The proposed use will provide needed additional housing to the City. This duplex is currently slated by the developer to be rental housing.

3. That the proposed use or development of the land will not substantially injure the value of adjoining or abutting property.

This is in a large part dependent upon the quality of the development on the site. If the developer is able to build in keeping with the other units in the area, there may be no diminution in value in the area. However, it is not professionally ascertainable by staff, and may require the input of a professional appraiser.

There are currently two other duplexes in the area, and one home that is known to be owned by an absentee landlord. Thus the precedent for rental homes in the area exists at this time.

4. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density and character of the area or neighborhood in which it is located.

The proposed unit meets all setback and performance standards of the district in which it is located (RS-8).

The proposed structure measures 24 by 60 for a total of 1440 square feet. The height of the unit is 17 feet 3 inches. There are two other duplex structures of the same size in the immediate area and there is one single family home in the area which is thirty six square feet smaller. The largest structures in the area are the two duplexes of 1440 square feet in each structure. The smallest structures -13-

in the area are two homes of 896 square feet each. The proposed project is similar in bulk, scale, height, coverage, density to other existing structures in the area.

This area has a multiplicity of exterior finishes ranging from vinyl siding to brick and wood. The six other units in the study area, including the other duplexes, area are finished in vinyl clad siding. If the duplex is built in keeping with the exterior appearance and materials of other structures of it's size in the area, it should then not be out of character with the area's appearance.

5. That the proposed use or development of the land will generally conform with the comprehensive plan and other official plans adopted by the city.

The 2010 plan is the only official plan pertaining to this area. The 2010 plan calls for low density residential uses in the area. The area is zoned RS-8 as it reflects the approximate density of the area

6. That the proposed use is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal, and similar facilities.

The use is located in a residential area currently served by the City of Asheville Police Department, Fire Department and Sanitation Division. Water supply is adequate for the area. There is currently no bus transportation in the area, thus the additional units will not impact transportation facilities.

7. That the proposed use will not cause undue traffic congestion or create a traffic hazard.

The lot is located on the Corner of London Road and Shady Oak Drive, and is accessed from Shady Oak Drive. The access from the lot to the rest of the city could be from either road. Shady Oak Drive runs through the immediate neighborhood and is a residential street varying from eighteen to twenty feet in width. London Road runs along the edges of the immediate neighborhood and acts as a through street bearing both local traffic and through traffic running from Sweeten Creek Road to Hendersonville Highway via West Chapel Road. London Road averages pavement width of twenty feet.

There is currently no traffic count available for London Road. However, by observation, the road appears to flow smoothly with no delay due to traffic volume. Local information suggests problems with excessive speed on this road, as well as a curve which is designed so sharply that people frequently cross into the oncoming lane when they round the curve.

There are no traffic counts available for Shady Oak Drive. From observation, Shady Oak appears to be a residential street bearing traffic generated from residential uses along the road. The road appears to be lightly used.

Trip Generation Tables from the Institute of Transportation Engineers suggests a trip generation rate of approximately 9.57 Trips per unit per day. This trip generation rate is for single family detached units, and is generally higher than for multiple units. However, the Trip Generation rates for units similar to the proposed unit are unreliable due to the small number of samples used to derive the numbers. It is felt that the use of single family statistics is sufficiently conservative to exceed the trip generation rates for multiple units. Using the single family detached rates, and doubling them to account for two units on the -14-

lot, the total trip generation is estimated at 19.14 trips from this property per day on average. This will vary,

with larger numbers occurring on Saturdays and lower numbers occurring on other days.

This number of trips is not seen to be sufficient to impact the traffic flow on either London Road, or Shady Oak Drive, nor impact the operation of the intersection of London Road or Shady Oak Drive.

The Planning and Development staff recommends that if the Council wishes to approve this duplex, that the following conditions be imposed:

1. That the Duplex meet all North Carolina Building Code requirements;

2. That all required permits to remove shingles or any other hazardous materials be obtained from the Regional Air Pollution Agency or other appropriate agencies prior to the issuance of a zoning permit;

3. That a contractor certified to remove asbestos materials as might be found in or on the proposed structure be retained to do all work involving the these materials in or on the proposed duplex;

4. That the driveway and parking areas be paved;

5. That the bushes planted around the property lines be as shown on the approved site plan and that said bushes be planted in number and type sufficient to create an effective year round screen from the neighbors;

6. That the exterior of the duplex be finished in a manner consistent with similar units from West Terrace Apartments and placed by the applicant at the corner of Ezell and Westwood Roads. Said finish should include, but is not limited to, similar roofing materials, similar window types and materials, shutters, a permanent masonry block foundation, wooden porches and decks, rain gutters with down spouts, utility vents located on the rear roof of the house, utility connections on side or rear of structure; and

7. That there be only one entrance to the structure on the front of the structure. Said

entrance may be a foyer off of which other entrances not visible from the street are

located.

At their meeting of April 20, 1998, the Technical Review Committee recommended unanimously to approve the proposed Duplex subject to the conditions that all grading and site plans must be submitted to MSD for review prior to construction or grading of any kind, and that the structure meet all applicable North Carolina Building Codes. These conditions should also be added to the list of conditions by the Council.

There has been a good deal of neighborhood reaction to this proposal. The reaction did not come to the attention of the Planning Division until May 26th. The concern appears to center on the value of the homes in the area being negatively affected by the placement of this particular duplex on the property. The building itself is being moved from the West Terrace Apartments site. The residents were given the applicants name and telephone number through a representative named K. Proctor.

The residents were given the applicants name and telephone number through a representative named K. Proctor. The applicant has been given the name and telephone number of Ms. Proctor and the name and telephone number of a member of the Shiloh Residents Association (Mr. Charles Williams). As of June 9, the date of the first review of this project by Council, neither party had been able to contact the other.

However, Mr. Williams and Mr. Mitchell (applicant) did talk on June 9 after the City Council meeting. They agreed to meet. This meeting took place on June 12. There was no reconciliation of differences between the parties at this meeting. -15-

The Planning Department has attempted to contact members of the Shiloh Community Association with an offer of mediation between the parties involved. A message was left, and no response has been received. Continued attempts to contact Mr. Williams have failed. The Planning Department will continue to attempt to bring about a further meeting with the parties concerned until the date of the hearing on this Conditional Use application.

A table of selected neighborhood lot characteristics was reviewed that showed pictures of the houses in the area, the size of each structure surveyed, the area of the lot the structure is located on, the percentage of the lot that is occupied by the structure(s) on that lot, the date the structures were built, and the 1988 assessed value of the lot and structure. This data has then been tabulated by discrete category, and compared to the similar statistic that is an attribute of the proposed duplex. This is done to aid in establishing a context for the proposed duplex in the neighborhood.

He then reviewed the following report from Senior Planner Gerald Green which explains the potential dangers of asbestos found in the shingles that are presently on the proposed Duplex:

Asbestos shingles were a commonly used building material during the period 1940 to 1960, with some use of this material continuing into the early 1970's. The shingles are still found as siding on many buildings in Asheville. Asbestos shingles have an asbestos content of 20% or more, with the asbestos bound in cement. The technical name for asbestos shingle siding is transite. Undisturbed, transite is very stable and does not pose a problem to the environment or to humans. Rubbing, painting, rain, and other normal activity does not hurt transite or result in exposure to asbestos.

Recognition that asbestos can pose an environmental and health hazard led to the regulation of all asbestos containing materials. The Environmental Protection Agency has classified asbestos containing materials into 3 categories, with the classification related to the danger posed by the particular material. The categories, and materials in each category, are:

- Regulated Asbestos Containing Material (RACM)
- Pipe insulation and plaster
- Can be crumbled with hand
- Most dangerous type
- Category I Non-friable
- Roofing material, floor tile (linoleum)
- Danger posed by improper removal
- Category II Non-friable
- Transite siding shingles
- Not regulated federally
- Removal is regulated locally

- Can be made friable - then regulated federally

No problem is created by asbestos shingles as long as they are not disturbed. Transite causes concerns when it becomes friable, that is, broken into small enough pieces to create dust. To be considered significantly friable for purposes of regulation, all shingles on a building -16-

must be broken. Each shingle must be broken several times in order for it to be considered friable by the local regulatory agency (Regional Air Pollution Control Agency). If the shingles are broken and made friable, the concern is for those workers/persons in the immediate vicinity. No danger would be posed to neighbors and others not in the immediate vicinity. Asbestos has a high dilution factor, meaning that it is quickly diluted by air, water, or other material. Once broken and made friable, the asbestos in transite poses no problem once the dust is settled.

A permit must be obtained from the Regional Air Pollution Control Agency prior to the removal of asbestos shingles. Transite must be removed in whole shingles, kept wet, wrapped in 6 mil poly, and taken to the landfill for disposal. Permits are not generally required for removal of a few shingles; the concern is with removal of all shingles on a structure.

Steve Heiselman, Inspector in the WNC Regional Air Pollution Control Agency, was asked if the situation with the structures on Brooklyn Road posed any sort of danger or problem. Mr. Heiselman stated that in his opinion the structures posed no problem.

Mr. Black corrected an earlier statement by saying that the units at Ezelle Avenue and Westwood were placed by Mr. Tom Ross, not the applicant Mr. Emory.

Mr. Black then passed out the following letter dated July 8, 1998, to City Council signed by Mr. Emory Mitchell: "Request for a duplex or multi family unit to be place on this lot. This letter is concerning the set-up of the duplex apartment. The intent of work to be done on the apartment building is as follows: replace siding, windows and brick veneer front. Build front & rear decks. The apartments that have been set up on 15 Ezelle Ave., West Asheville by Tom Ross is an example of the intent of work to be done on the apartment building for London Road.

Upon inquiry of Councilman Tomes, Mr. Black said that because there are no building plans and no building permit has been applied for, it is not possible for staff to determine if the structure meets all applicable North Carolina Building Codes. However, at the time of application, he would have to show that he is meeting those plans and certainly during the construction phases he would have to meet the North Carolina Building Code prior to the issuance of any certificate of occupancy.

Upon inquiry of Councilman Tomes, Mr. Black explained that two duplexes in the immediate vicinity are both finished in a vinyl-clad siding and they both look similar to the one on Ezelle Avenue. If the applicant would do the same job on this duplex as was done on Ezelle Avenue, it would fit in with the existing neighborhood.

Upon of Councilwoman Field, Mr. Black said that there are no other duplexes within 300 feet of the applicant's property measured along Shady Oak Drive or London Road.

Upon inquiry of Councilman Cobb about the asbestos, Mr. Terry Summey, Director of Building Safety, said that as long as they are not removing more than 160 feet of it, a permit is not needed. However, if they do remove it, the appropriate permits will need to be obtained and removed per the Air Pollution Standards. He thought the intentions of the applicant is that they will be covering the asbestos.

Councilman Sellers moved to re-open the public hearing at 8:40 p.m. This motion was seconded by Councilwoman Field and carried unanimously.

City Clerk Burleson administered the oath to anyone who anticipated speaking on this matter. City Attorney Oast said that if someone was sworn in at the public hearing on June 9, 1998, they need not take the oath again.

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Upon inquiry of Mr. Charles Williams, resident of Shiloh and spokesman for the neighborhood, Mr. Summey explained what is required under the N.C. State Building Code.

When Mr. Williams and requested a copy of the staff report Mr. Black prepared for Council, said report was copied and handed out. Mr. Black stated that he prepares the information for Council delivery on Friday afternoons and it is available in the Clerk's office at that time.

Mr. Williams then reiterated his statements on June 9, 1998, and requested on behalf of the Shiloh Residents Association that the conditional use permit be denied. He stated that their committee did meet with Mr. Mitchell and Mr. Mitchell, who is not an Asheville resident, said that this project would be good for the community and not to worry about it. They felt that this type of language reeks of colonialism and paternalism and this attitude is inappropriate in the 1990's. Despite this attitude, the meeting was cordial, however, no consensus was met and they referred the issue back to City Council. Again, they requested that the conditional use permit be denied.

When Councilman Cloninger asked if the community would object if Mr. Mitchell renovated the duplex to the same quality as reflected in the photographs of the duplex on Ezelle Avenue, Mr. Mitchell said that they have seen the pictures over a month ago and in their discussions with the Mitchells, they could come to no consensus of what would be agreeable to both parties.

When questioned further by Councilwoman Field, Mr. Williams explained that the only reason why this issue is before City Council is because it is a duplex and requires a conditional use permit. The community does not want a rental unit duplex coming into their community, specifically this particular unit. He said, however, that the issue is property taxes have been raised and they are trying to maintain some property values.

Mr. Lucy Hunter passed out to City Council pictures of properties that have been brought into the Shiloh community recently and explained a little history about some of the properties. She urged Council to deny the conditional use permit and asked for a moratorium on the relocation of any additional units in their community.

When Vice-Mayor asked if Ms. Hunter would object if Mr. Mitchell renovated the duplex to the same quality as reflected in the photographs of the duplex on Ezelle Avenue, she said that they would not accept it as a duplex because they believe in single-family ownership. However, she did acknowledge that if it looked like the photograph and was a single family home, she would not have a problem with it.

Ms. Pauline Seabrook, resident of the Shiloh area, stated that they want single family development in their area and not to bring in substandard housing that will demolish their community which they have worked long and hard to make a decent community.

Ms. Katherine Proctor, resident of the Shiloh community, commented on the role of staff in this case. She said the community has fought and struggled to preserve their property and urged Council to deny the conditional use permit.

Planning & Development Director Julia Cogburn responded to Ms. Proctor in that the issues have been addressed and in terms of a recommendation, staff did not recommend approval or disapproval of this particular project. What staff did recommend is that if City Council wished to approve the duplex with all the

information that staff had given them, that the following conditions were those that staff would recommend to Council in approving the project.

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There was some discussion on the role of staff and City Council in this issue. Since one issue seemed to evolve around the information in the staff report, Mayor Sitnick asked that the next time this kind of situation arises that at the beginning of the meeting copies of the staff report be made available.

Ms. Frieda Nash urged City Council not to change the Shiloh community from single family homes to multi-family homes and not from home ownership to rental. She pleaded to Council not to use Shiloh anymore as a dumping ground.

Mayor Sitnick closed the public hearing at 9:17 p.m.

City Attorney Oast said that on June 9, 1998, Councilwoman Field raised a question about Finding No. 2 which reads "that the proposed use is reasonably necessary for the public health or general welfare, such as by enhancing the successful operation of the surrounding area in its basic community functions or by providing an essential service to the community or region." Councilwoman Field's question, as he understood it, means does Council have to find that it's a public necessity. His response is that Council does not have to do that if they find that it reasonably enhances a significant public interest such as the public health or general welfare.

Upon inquiry of Mayor Sitnick of how to proceed, City Attorney Oast said that Council can discuss the issue and take a vote and then based on the evidence that has been presented and Council's comments preceding their vote, staff will put together an Order that contains findings and conclusions. Staff will bring that back to Council for approval of the findings and the conclusions.

Councilman Tomes expressed several concerns, in particular the damaged mailbox and the insensitivity of developers.

Councilman Cobb said that the Unified Development Ordinance designates this property as RS-8 Residential Single Family and did not feel comfortable in changing the home ownership in the area to rental.

Mayor Sitnick stated the following items in particular that bothered her in this conditional use permit: (1) Regarding Finding No. 1, she felt that the asbestos siding units are a danger from being moved around and cut in half; and (2) Regarding Finding No. 3, we may be able to ascertain by an appraiser that the surrounding property won't be diminished in value, however, after looking at the pictures and visiting the area, she has a real problem on relying on the developer who for convenience sake, significantly and severely damaged a tree on someone's private property to move a unit.

Councilman Cobb moved to deny the conditional use permit for a duplex at the corner of London Road and Shady Oak Drive. This motion was seconded by Councilman Tomes.

Vice-Mayor Hay said that part of the Unified Development Ordinance process was Council's decision that they really did want to provide housing opportunities all over town and so under certain conditions under the conditional use process, duplexes, quadraplexes and triplexes could go into RS-8. He said that he entered this process with the mind-set that this was one of those instances. However, after the last meeting, he spoke to Mr. Mitchell and told him that he had an open mind on this but he was going to have to sell him on this project (by showing him plans and pictures) because he did not want to vote on putting junk into this neighborhood. All he received was the letter presented today.

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Councilwoman Field said that she believes in mixed use. She believed that the more we can mix single family with multi-family is the way an urban environment should be. It provides for walkable communities and provides for a mixture of economic levels and provides for a lot of diversity. She strongly supports affordable housing in this community. In many cases, duplexes are owned by someone who is elderly and who needs the money in order to be able to live themselves. Duplexes are totally appropriate and in character in a single-family neighborhood. However, she didn't think Mr. Mitchell did a very good job in convincing Council of what he is going to do.

The motion made by Councilman Cobb to deny the conditional use permit for a duplex at the corner of London Road and Shady Oak Drive and seconded by Councilman Tomes carried on a 5-2 vote, with Mayor Sitnick, Vice-Mayor Hay, Councilwoman Field and Councilmen Cobb and Tomes voting "yes" and Councilmen Cloninger and Sellers voting "no".

V. NEW BUSINESS:

VI. OTHER BUSINESS:

A. APPROVAL OF THE MINUTES OF THE REGULAR MEETING HELD ON JUNE 23, 1998, AND THE COMMUNITY MEETING HELD ON JUNE 30, 1998

Councilman Cloninger moved for the adoption of the minutes of the regular meeting held on June 23, 1998, and the community meeting held on June 30, 1998. This motion was seconded by Councilman Tomes and carried unanimously.

B. INTERVIEWS FOR PLANNING & ZONING COMMISSION VACANCY

City Council instructed the City Clerk to arrange for the following persons to be interviewed for a vacancy on the Planning & Zoning Commission: Priscilla Bass, Robert Euler, Linda Giltz, Lionel Williams, Susan Andrew, Barber Melton, Jerry Bailey, Chris Goodwin, Richard Reiss and Arthur Anderson.

C. LEGISLATION

City Attorney Oast said that Senate Bill 452, which gives the City more latitude to regulate sexually oriented businesses, was signed into law last week.

It was the consensus of City Council to direct the City Attorney to prepare a report to Council on appropriate options available to Council.

Mayor Sitnick also asked the City Attorney to look into how the City would go about banning drive-through bars at ABC Stores.

D. CITY COUNCIL MID-YEAR RETREAT

It was the consensus of City Council to bring this issue to the next worksession for further discussion and direction to the City Manager.

E. LITTER ROUNDTABLE

Mayor Sitnick said that the first Mayor's roundtable will focus on the problem of litter on Thursday, August 20, 1998, at 7:00 p.m. in the Public Works Facility. The roundtable will focus -20-

on solutions and it's going to be based on education, awareness, prevention and clean-up. They are targeting invitees as well as inviting the general public. She will prepare a memo for Council to see the

outline proposed.

F. CLAIMS

The following claims were received by the City of Asheville during the week of June 12-25, 1998: Susan West (Traffic Engineering), Lisa Bollinger (Parks & Recreation), Namurah Blakely (Fire), David Parr (Water), Mary Bradford (Sanitation), Kyle Austin (Water) and Eli Herman (Water).

The following claims were received during the week of June 26-July 9, 1998: Darlene Worley (Parks & Recreation), Hazel Thomas (Traffic Engineering), Teresa Fisher (Sanitation), Mary P. Sellers (Police), Kathleen Burke (Police), Tommy Hall (Sanitation) and Vicky Taylor (Water).

These claims have been referred to Asheville Claims Corporation for investigation.

VII. ADJOURNMENT:

Mayor Sitnick adjourned the meeting at 9:52 p.m.

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CITY CLERK MAYOR
