

Town Hall Council Chambers  
30 South Main Street  
Weaverville, N.C. 28787

April 17, 2017 at 6:00pm  
Town Council Monthly Meeting

- 1. **Call to Order**..... Mayor Sherrill
- 2. **Approval / Adjustments to the Agenda**..... Mayor Sherrill
- 3. **Approval of Minutes**..... Mayor Sherrill
  - A. February 6, 2017 Special Called Meeting/Budget Workshop Minutes
  - B. March 20, 2017 Town Council Regular Meeting Minutes
- 4. **Employee Recognition**..... Town Manager
- 5. **General Public Comments**
- 6. **Consent Agenda**..... Mayor Sherrill
  - Motion to approve the consent agenda*
  - A. Earth Day Proclamation  
*Approval of proclamation requested.*
  - B. Arbor Day Proclamation  
*Approval of proclamation requested.*
  - C. Public Service Week Proclamation  
*Approval of proclamation requested.*
  - D. Monthly Tax Report  
*Approval of report requested.*
  - E. Quarterly Departmental Reports  
*Provided for informational purposes.*
  - F. Ordinance Referencing Road Closures for July 4<sup>th</sup> Events  
*Approval of this ordinance requested.*
- 7. **Discussion & Action Items:**
  - A. Town Manager’s Proposed Budget..... Town Manager
  - B. Eller Cove Watershed Conservation Easement..... Town Attorney
  - C. Request for Waterline Extension: 44 Central Avenue..... Public Works Director
- 8. **Town Manager’s Report**..... Town Manager
- 9. **Adjournment**..... Mayor Sherrill

## MINUTES

**TOWN OF WEAVERVILLE  
STATE OF NORTH CAROLINA**

**TOWN COUNCIL SPECIAL CALLED MEETING  
MONDAY, FEBRUARY 6, 2017**

The Town Council for the Town of Weaverville met for a special called meeting and budget workshop on Monday, February 6, 2017 at 5:30pm at the Weaverville Fire Department located at 3 Monticello Road, Weaverville.

Council members present were: Mayor Dottie Sherrill, Councilman Doug Jackson, Councilman Doug Dearth, Councilman Nagle and Councilman Patrick Fitzsimmons. Vice Mayor John Penley was absent.

Staff present were: Town Attorney Jennifer Jackson and Town Manager/Town Clerk Selena Coffey, Police Chief Greg Stephens, Fire Chief Ted Williams, Finance Officer Tonya Dozier and Public Works Director Tony Laughter.

### **Call to Order of Workshop**

Mayor Sherrill called the meeting to order at 5:32pm. Town Manager Selena Coffey then began discussing the items on the agenda regarding budget deliberations for the Fiscal Year 2017-2018 Budget. The first topic of conversation was to discuss preliminary tax valuation figures. There was stated concern that the media had reported a 32% average increase in tax values after the reappraisal. The Town Manager cautioned Council about expecting that average to come to fruition due to appeals that will be filed from this date through April and reminded Council that the Fiscal Year 2017-2018 Budget will be drafted prior to tax valuations being finalized by Buncombe County. The Manager advised that the Town would not see more realistic tax valuations and revenue projections until appropriately April 2017.

The Town Manager then opened discussion as Council had requested regarding the Town's payment of retiree health insurance. This issue was discussed and Council requested that staff prepare a study of other jurisdictions with whom the Town competes for employees. In addition, Council requested that staff provide scenarios with current Town employees' years of service to determine employees' eligibility for this benefit moving forward.

The final discussion focused on the Town's plans for the Lake Louise Community Center and its future use. After discussion, Council asked staff to develop a list of individuals, and business and other organization representatives within the Town to potentially develop an ad hoc committee to study the best use of the facility. It was emphasized that this committee needs to include a cross-section of the community and the various age groups. Council suggested that Vice Mayor John Penley chair this group, as he had been involved in previous discussions on this matter.

*No formal action was taken on the aforementioned budget topics.*

At this time, Mayor Sherrill referred to Town Attorney Jennifer Jackson to state Council's justification to enter into closed session. The Town Attorney then read N.C.G.S 143-318.11(a)(3) providing for Council to enter into closed session to consult with their attorney to preserve attorney-client privilege concerning the handling and settlement of the following judicial action: Mayfair Partners, LLC, Petitioner versus the Town of Weaverville, Michael Watkins, Thomas Plaut and Marian Plaut, James Proffitt and Sharon Proffitt, Thomas Veasey and Sara Veasey, Lake Louise Preservation Association, and Conley Hyer; Buncombe County File 17-CV-246.

*Councilman Nagle made the motion to go into closed session under the purpose as stated above by the Town Attorney, seconded by Councilman Dearth. All in favor.*

[Closed Session]

*Councilman Dearth made the motion to exit closed session, seconded by Councilman Nagle. All in favor.*

*Councilman Dearth made a motion to adjourn the meeting, seconded by Councilman Nagle. All in favor.*

Meeting was adjourned at approximately 7:00pm.

**ATTEST:**

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Selena D. Coffey, MPA, ICMA-CM  
Town Manager / Town Clerk

## MINUTES

TOWN OF WEAVERVILLE  
STATE OF NORTH CAROLINA

TOWN COUNCIL REGULAR MEETING  
MONDAY, MARCH 20, 2017

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, March 20, 2017, at 6:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Dottie Sherrill, Vice Mayor/Councilman John Penley, Councilman Doug Jackson, Councilman Doug Dearth, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons.

Staff present were: Town Attorney Jennifer Jackson, Town Manager Selena Coffey, Town Clerk Derek Huninghake, Police Chief Greg Stephens, Fire Chief Ted Williams, Town Planner James Eller, Finance Officer Tonya Dozier and Public Works Director Tony Laughter.

**1. Call to Order**

*Mayor Sherrill called the meeting to order at 6:00 p.m.*

**2. Approval/Adjustments to the Agenda**

Councilman Jackson asked that the Conservation Board/ Tree Board discussion item be removed from this agenda as it is a bit premature for discussion since Kaita Collier was resigning and other members terms are coming to an end.

*Councilman Dearth made a motion to approve the agenda without the Conservation Board/Tree Board matter. Councilman Fitzsimmons seconded and all voted in favor of the motion.*

**3. Approval of Minutes**

Town Attorney Jennifer Jackson asked to add the reference Mayfair Partners vs Town of Weaverville and other respondents in the Closed session of the February 27, 2017 minutes.

*Councilman Jackson made the motion to approve the minutes from February 27, 2017 as amended. Councilman Nagle seconded the motion and all voted in favor on the approval of the minutes.*

**4. Employee Recognition**

Town Manager Selena Coffey recognized Derek Huninghake as new Town Clerk and Finance Officer Tonya Dozier for her hard work and effort in getting all the financial records up to date and ready for FY 2017-2018 budget.

**5. General Public Comment**

There were no public comments.

**6. Consent Agenda**

**A.) Monthly Tax Report and Order to Advertise Tax Liens**

*Tax Collector is requesting adoption of an order to advertise tax liens.*

**B.) Set Public Hearing on FY 2017/2018 Budget**

*Town Manager recommends setting Public Hearing for May 15, 2017 at 6pm.*

*Councilman Dearth moved for the approval of the consent agenda. Vice Mayor/Councilman Penley seconded the motion and all voted unanimously to approve all action requested in the consent agenda.*

**7. Discussion and Action Items**

**A.) Update on the Zoning Table of Uses**

Town Planner James Eller updated Council that staff and the Planning and Zoning Board have created most of the framework for the Zoning Table of Uses. Many more meetings are still to come since once the document is completed it will have to be traced throughout the entire Code of Ordinances. As for now, they have gotten through the tables and definitions saying the uses they would like and where they should be permitted. The next phase will be going through and creating the permissible standards along with additional standards that should be met for use to be permissible on pieces of property depending on zoning district. Mr. Eller thanked the Planning and Zoning board for all their effort and hours put towards this process. Councilman Dearth, also expressed his appreciation to the Board and thanked them for their hard work.

**B.) Ad Hoc Committee on the Lake Louise Community Center**

Town Manager Selena Coffey informed Council per February 6, 2017 Budget Workshop, they expressed interest in developing an Ad Hoc Committee to review studies for the use and purpose of Lake Louise Community Center. The proposal for a committee includes the following members: Vice Mayor/Councilman John Penley, Councilman Andrew Nagle, Laura Ayers-Secretary, Public Works Director Tony Laughter, two Weaverville Business Association Representatives, two Lake Louise Preservation Association Representatives and a Tailgate Market Representative. Ms. Coffey asked Council if there were any other groups that should be represented on the committee and when would be the best time to begin the meetings. By consensus Town Council agreed that the committee should be established as stated and determined that when the committee has been fully established, they will come up with a schedule that works best for all the members.

**8. Public Hearing and Action on Proposed Revision to Sign Ordinance Related to Temporary Signs and Signs in the R-12 District**

*Councilman Fitzsimmons made the motion to enter into public hearing; Councilman Nagle seconded and all voted in favor of opening the public hearing.*

Town Planner James Eller addressed Council about two separate issues within the Sign Ordinance. Presently the Town Code as it relates to temporary signage allows for placement of such signage for a period of time not to exceed thirty days. On two occasions, businesses will take down signs then immediately reapply for an additional temporary sign permit. Also, in the creation and implementation of the R-12 Zoning district, language related to signage within the zoning district was not adopted.

Mr. Eller is seeking approval for a revision to the language for the Sign Ordinance related to temporary signs and signage within the R-12 zoning district. The revised language would be to put a cap on the number of days to allow for temporary signs. The cap would be not to exceed 60 days in a calendar year. Either 15 days every three months, 30 days every six months or 60 days per year.

The Planning and Zoning Board unanimously recommended approval of the revised language to the Sign Ordinance.

Council members discussed several issues with this including businesses abusing their privileges to keep placing temporary signs along Weaver Boulevard, difficulty in enforcement and impact on political signs.

Town Attorney suggested some alternate language to Section 36-201(4).

*Vice Mayor/Councilman Penley made the motion to close the public hearing; Councilman Nagle seconded and all voted in favor of closing the public hearing.*

*Councilman Jackson made a motion to pass the Sign Ordinance with the revised language as amended. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council.*

## **9. Town Manager's Report**

Town Manager Selena Coffey presented her manager's report to Council including that the Town of Weaverville will be celebrating Arbor Day on Earth Day, April 22, 2017, our Code of Ordinances have been updated on the Town website, and the next Budget Workshop will be held on April 11, 2017 at 5:30 pm at the Fire Station.

## **10. Adjournment**

*Councilman Nagle made the motion to adjourn; Vice Mayor/Councilman Penley seconded and all voted to adjourn the Council's meeting at 6:30 p.m.*

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**DEREK K. HUNINGHAKE, Town Clerk**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 17, 2017  
**SUBJECT:** Earth Day Proclamation  
**PRESENTER:** Town Manager  
**ATTACHMENTS:** Proclamation

**DESCRIPTION/SUMMARY OF REQUEST:**

Since 1970 Earth Day has been celebrated every year by people all across the world on April 22<sup>nd</sup> in order to increase the awareness among people about environmental safety as well as to demonstrate environmental protection measures. Attached is a proclamation which adds the Town of Weaverville to all of the many jurisdictions across the world that will be celebrating Earth Day on Saturday, April 22, 2017.

**TOWN COUNCIL ACTION REQUESTED:**

The Town Manager recommends approval of this proclamation by Town Council.



**TOWN OF WEAVERVILLE  
EARTH DAY 2017 PROCLAMATION**

**WHEREAS**, since April 22, 1970, millions of people have celebrated Earth Day in order to increase the awareness among people of the issues affecting the environment in which we live;

**WHEREAS**, the Town of Weaverville recognizes the natural environment as the foundation of a healthy society and strong economy; and

**WHEREAS**, the Town of Weaverville wishes to join all of the other environmentally-minded jurisdictions around the world celebrating Earth Day;

**NOW, THEREFORE** the Town of Weaverville proclaims Saturday, April 22, 2017, as Earth Day and encourages all residents to join in celebrating the earth, as we continue to build a thriving community of residents working toward environmental and climate literacy.

**THIS** the 17<sup>th</sup> day of April, 2017.

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**DOTTIE SHERRILL**, Mayor  
Town of Weaverville

**ATTEST:**

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**DEREK HUNINGHAKE**, Town Clerk

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 17, 2017  
**Subject:** Arbor Day Proclamation  
**Presenter:** Selena Coffey, Town Manager  
**Attachments:** Proclamation

**Description:**

Attached please find a Proclamation designating April 22, 2017 as the Town of Weaverville's Arbor Day Celebration. The program will be held coupled with Earth Day and will begin at 11am and the Main Street Nature Park off Pine Street.

**Action Requested:**

The Town Manager recommends ratification of this proclamation by Town Council during this meeting.



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* \_\_\_\_\_, Mayor of the Town of \_\_\_\_\_  
 \_\_\_\_\_ do hereby proclaim  
 \_\_\_\_\_ as

# Arbor Day

In the Town of \_\_\_\_\_, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* \_\_\_\_\_ day of \_\_\_\_\_  
 Mayor \_\_\_\_\_

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 17, 2017  
**Subject:** Proclamation Honoring Public Servants Week  
**Presenter:** Selena Coffey, Town Manager  
**Attachments:** Proclamation

**Description:**

Attached please find a Proclamation recognizing the week of May 7 – 13, 2017 as the Public Servants Week.

**Action Requested:**

The Town Manager recommends approval of this proclamation by Town Council during this meeting.



## **Proclamation Honoring our Public Servants on Public Service Recognition Week**

**WHEREAS**, the Town Council for the Town of Weaverville, North Carolina, hereby recognizes the week of May 7 -13, 2017 as Public Service Recognition Week;

**WHEREAS**, Public Service Week has been celebrated the first week of May since 1985 to honor the men and women who serve as federal, state and local government employees;

**WHEREAS**, throughout the country, public servants are recognized for delivering valuable services to their communities;

**WHEREAS**, the Town of Weaverville wishes to recognize and thank our own public servants for their efforts to work together in providing services to improve our community;

**WHEREAS**, we realize that the Town and its residents depends on its public servants, their dedication, and belief in making a difference for the Town's residents and visitors;

**NOW THEREFORE**, the Town of Weaverville calls upon the citizens, businesses and visitors to recognize the hard work and dedication of the Town's employees and to observe this week by expressing their gratitude and appreciation towards the Towns' public servants.

**Dated** this the 17<sup>th</sup> day of **April, 2017**.

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*Mayor Dottie Sherrill*  
Town Council  
Town of Weaverville, North Carolina

**ATTEST:**

[SEAL]

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*Derek Huninghake*  
Town Clerk

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 17, 2017  
**SUBJECT:** Monthly Tax Report  
**PRESENTER:** Town Manager  
**ATTACHMENTS:** Monthly Tax Report through 4/11/17

**DESCRIPTION/SUMMARY OF REQUEST:**

The Tax Collector's monthly tax report is attached for your information.

**Town of Weaverville  
Monthly Tax Report  
FY 2016-2017**

	<u>As of 4/11/17</u>
Real Property:	556,501,364
Real Property Discoveries:	1,682,045
<b>Total Real Property:</b>	<b>558,183,409</b>
Personal:	84,886,939
Personal Discoveries:	236,136
<b>Total Personal:</b>	<b>85,123,075</b>
Public Utilities:	5,244,545
Exemption:	(6,925,227)
Releases:	(775,295)
<b>Total Tax Value</b>	<b>640,850,507</b>
<b>Tax Levy (\$0.44 per \$100 Valuation):</b>	
Real Property:	2,456,007.00
Personal Property:	374,411.00
Public Utilities:	23,076.00
Less Under \$5 Adjustment	(44.00)
<b>Total Public Utilities:</b>	<b>23,032.00</b>
Exemption:	(30,471.00)
Releases:	(3,411.00)
<b>Total Levy (Total Billed)</b>	<b>2,832,043.00</b>
<b>Total Current Year Collections</b>	<b>2,787,069.00</b>
<b>% Collected</b>	<b>98.41%</b>
<b>Total Left to be Collected:</b>	<b>44,974.00</b>
<b>Prior Years Paid</b>	5115

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 17, 2017

**SUBJECT:** Quarterly Department Reports

**PRESENTER:** Town Manager

**ATTACHMENTS:** Financial/Budget Report  
Fire Department Report  
Planning/Zoning Department Report  
Police Department Report  
Public Works Department Report

**DESCRIPTION/SUMMARY OF REQUEST:**

The quarterly department reports are presented for Town Council's information.

**TOWN OF WEAVERVILLE**  
**BUDGET REPORT BY DEPARTMENT**  
 CURRENT PERIOD: 03/01/2017 TO 03/31/2017

IDEAL REMAINING PERCENT: 25 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
<b>EXPENSES</b>						
062-300-000-19000 CAPITAL PROJECTS	50,000.00	0.00	0.00	0.00	50,000.00	100
000 EXPENSES	50,000.00	0.00	0.00	0.00	50,000.00	100
<b>TRANSFERS</b>						
010-004-320-09962 TRANSFER TO CAP RES FUND	50,000.00	0.00	0.00	0.00	50,000.00	100
320 TRANSFERS	50,000.00	0.00	0.00	0.00	50,000.00	100
<b>GOVERNING BODY</b>						
010-410-411-17000 COUNCIL HONORARIUM	19,200.00	1,600.00	14,400.00	0.00	4,800.00	25
010-410-411-18100 FICA	1,470.00	122.43	1,101.87	0.00	368.13	25
010-410-411-18400 RETIREE HEALTH INSURANCE	17,720.00	1,438.23	14,744.08	0.00	2,975.92	17
010-410-411-19000 PROFESSIONAL SERVICES	57,025.00	32.00	37,637.50	0.00	19,387.50	34
010-410-411-26000 SUPPLIES / MATERIALS	1,000.00	74.61	377.81	0.00	622.19	62
010-410-411-28000 CONSERVATION BOARD	1,500.00	0.00	146.94	0.00	1,353.06	90
010-410-411-31000 TRAVEL & TRAINING	6,000.00	0.00	2,124.20	0.00	3,875.80	65
010-410-411-32500 POSTAGE	4,000.00	0.00	0.00	0.00	4,000.00	100
010-410-411-35100 BUILDING REPAIR / MAINTENANCE	25,000.00	1,561.62	13,930.85	0.00	11,069.15	44
010-410-411-39100 ADVERTISING	5,300.00	186.32	3,216.75	0.00	2,083.25	39
010-410-411-39200 NEWS LETTERS	1,285.00	75.00	374.25	0.00	910.75	71
010-410-411-39300 PRINTING	1,000.00	0.00	400.00	0.00	600.00	60
010-410-411-39500 DUES & SUBSCRIPTIONS	200.00	0.00	0.00	0.00	200.00	100
010-410-411-39510 COMMUNITY PROMOTIONS	60,000.00	75.00	40,872.56	0.00	19,127.44	32
010-410-411-40450 INSURANCE	500.00	0.00	201.17	0.00	298.83	60
010-410-411-50500 CAPITAL EQUIPMENT	18,000.00	0.00	8,925.00	0.00	9,075.00	50
411 GOVERNING BODY	219,200.00	5,165.21	138,452.98	0.00	80,747.02	37
<b>ADMINISTRATION</b>						
010-410-412-12100 SALARIES & WAGES	339,428.00	35,090.03	251,559.23	0.00	87,868.77	26
010-410-412-18100 FICA	25,967.00	2,700.85	19,179.44	0.00	6,787.56	26
010-410-412-18200 RETIREMENT	25,220.00	2,258.57	15,339.85	0.00	9,880.15	39
010-410-412-18210 401-K MATCH	20,366.00	1,823.89	11,524.89	0.00	8,841.11	43
010-410-412-18300 HEALTH INSURANCE	47,706.00	2,248.92	20,866.95	0.00	26,839.05	56
010-410-412-19000 PROFESSIONAL SERVICES	78,750.00	6,132.77	23,965.70	0.00	54,784.30	70
010-410-412-25000 VEHICLE SUPPLIES	1,000.00	-211.28	243.77	0.00	756.23	76
010-410-412-26000 SUPPLIES / MATERIALS	14,200.00	2,710.20	8,106.53	0.00	6,093.47	43
010-410-412-31000 TRAVEL & TRAINING	10,000.00	1,514.40	7,062.77	0.00	2,937.23	29
010-410-412-32100 TELEPHONE	6,000.00	501.94	4,531.72	0.00	1,468.28	24
010-410-412-32500 POSTAGE	5,100.00	625.83	3,526.54	0.00	1,573.46	31
010-410-412-33100 UTILITIES	5,300.00	326.66	2,972.41	0.00	2,327.59	44
010-410-412-35100 BUILDING REPAIR / MAINTENANCE	10,000.00	1,155.00	5,735.42	0.00	4,264.58	43
010-410-412-35200 EQUIPMENT MAINTENANCE	3,500.00	197.95	4,232.42	0.00	-732.42	-21
010-410-412-35300 VEHICLE MAINTENANCE	1,000.00	55.90	55.90	0.00	944.10	94
010-410-412-39100 ADVERTISING	1,000.00	0.00	0.00	0.00	1,000.00	100
010-410-412-39600 BANK SERVICE CHARGES	6,200.00	0.00	4,912.34	0.00	1,287.66	21

**TOWN OF WEAVERVILLE**  
**BUDGET REPORT BY DEPARTMENT**  
 CURRENT PERIOD: 03/01/2017 TO 03/31/2017

IDEAL REMAINING PERCENT: 25 %

<u>ACCOUNT</u>	<u>BUDGETED</u> <u>EXPENDITURE</u>	<u>CURRENT</u> <u>EXPENDITURE</u>	<u>YEAR TO DATE</u> <u>EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>PCT</u>
010-410-412-39650 BANK CARD FEES	5,775.00	0.00	4,795.76	0.00	979.24	17
010-410-412-39800 ESC REIMBURSEMENT	10,000.00	0.00	872.81	0.00	9,127.19	91
010-410-412-40450 INSURANCE	7,534.00	0.00	6,879.77	0.00	654.23	9
010-410-412-50100 SMALL EQUIPMENT	0.00	-1,588.93	0.00	0.00	0.00	0
<b>412 ADMINISTRATION</b>	<b>624,046.00</b>	<b>55,542.70</b>	<b>396,364.22</b>	<b>0.00</b>	<b>227,681.78</b>	<b>36</b>
<b>PLANNING</b>						
010-410-413-12100 SALARIES & WAGES	55,618.00	6,545.25	43,478.49	0.00	12,139.51	22
010-410-413-18100 FICA	4,255.00	502.53	3,338.21	0.00	916.79	22
010-410-413-18200 RETIREMENT	4,133.00	486.30	3,230.37	0.00	902.63	22
010-410-413-18210 401-K MATCH	3,338.00	392.72	2,608.71	0.00	729.29	22
010-410-413-18300 HEALTH INSURANCE	7,631.00	509.03	4,581.27	0.00	3,049.73	40
010-410-413-19000 PROFESSIONAL SERVICES	5,000.00	673.67	2,332.67	0.00	2,667.33	53
010-410-413-25000 VEHICLE SUPPLIES	1,000.00	20.76	244.11	0.00	755.89	76
010-410-413-26000 SUPPLIES / MATERIALS	3,000.00	0.00	257.40	0.00	2,742.60	91
010-410-413-31000 TRAVEL & TRAINING	5,000.00	0.00	1,493.80	0.00	3,506.20	70
010-410-413-32100 TELEPHONE	5,000.00	401.94	3,631.73	0.00	1,368.27	27
010-410-413-32500 POSTAGE	1,000.00	0.00	22.00	0.00	978.00	98
010-410-413-35200 EQUIPMENT MAINTENANCE	388.00	0.00	0.00	0.00	388.00	100
010-410-413-35300 VEHICLE MAINTENANCE	500.00	0.00	36.45	0.00	463.55	93
010-410-413-39100 ADVERTISING	1,500.00	0.00	0.00	0.00	1,500.00	100
010-410-413-40450 INSURANCE	500.00	0.00	0.00	0.00	500.00	100
<b>413 PLANNING</b>	<b>97,863.00</b>	<b>9,532.20</b>	<b>65,255.21</b>	<b>0.00</b>	<b>32,607.79</b>	<b>33</b>
<b>POLICE</b>						
010-430-431-12100 SALARIES & WAGES	820,647.00	84,449.44	633,490.61	0.00	187,156.39	23
010-430-431-12500 SEPARATION ALLOWANCE	17,900.00	2,067.57	13,783.80	0.00	4,116.20	23
010-430-431-18100 FICA	64,149.00	6,197.76	46,513.42	0.00	17,635.58	27
010-430-431-18200 RETIREMENT	65,652.00	6,713.85	50,466.34	0.00	15,185.66	23
010-430-431-18210 401-K MATCH	44,239.00	4,034.53	29,833.15	0.00	14,405.85	33
010-430-431-18300 HEALTH INSURANCE	132,180.00	8,192.28	91,693.18	0.00	40,486.82	31
010-430-431-19000 PROFESSIONAL SERVICES	32,000.00	3,683.24	28,012.88	0.00	3,987.12	12
010-430-431-25000 VEHICLE SUPPLIES	30,000.00	1,497.73	17,942.94	0.00	12,057.06	40
010-430-431-26000 SUPPLIES / MATERIALS	6,600.00	817.21	5,078.51	0.00	1,521.49	23
010-430-431-26250 DRUG EDUCATION & PREVENTION	2,750.19	924.00	2,730.00	0.00	20.19	1
010-430-431-26450 ABC LAW ENFORCEMENT	233.96	0.00	0.00	0.00	233.96	100
010-430-431-26608 COPS FOR KIDS	24,585.98	0.00	19,503.36	0.00	5,082.62	21
010-430-431-26900 UNIFORMS	14,700.00	4,156.95	9,102.35	0.00	5,597.65	38
010-430-431-31000 TRAVEL & TRAINING	3,300.00	700.00	3,025.77	0.00	274.23	8
010-430-431-32100 TELEPHONE	13,500.00	820.11	9,396.60	0.00	4,103.40	30
010-430-431-32500 POSTAGE	350.00	196.00	285.37	0.00	64.63	18
010-430-431-33100 UTILITIES	4,800.00	326.18	2,952.30	0.00	1,847.70	38
010-430-431-35100 BUILDING REPAIR / MAINTENANCE	6,700.00	1,033.44	2,790.88	0.00	3,909.12	58
010-430-431-35200 EQUIPMENT MAINTENANCE	3,600.00	278.90	2,332.96	0.00	1,267.04	35
010-430-431-35300 VEHICLE MAINTENANCE	26,156.22	3,417.67	20,226.99	0.00	5,929.23	23

**TOWN OF WEAVERVILLE**  
**BUDGET REPORT BY DEPARTMENT**  
 CURRENT PERIOD: 03/01/2017 TO 03/31/2017

IDEAL REMAINING PERCENT: 25 %

ACCOUNT	BUDGETED	CURRENT	YEAR TO DATE	ENCUMBRANCE	REMAINING	
	EXPENDITURE	EXPENDITURE	EXPENDITURE		BALANCE	PCT
010-430-431-40450 INSURANCE	57,239.00	0.00	54,528.44	0.00	2,710.56	5
010-430-431-50100 SMALL EQUIPMENT	44,300.00	-19,561.41	39,486.20	0.00	4,813.80	11
010-430-431-50500 CAPITAL EQUIPMENT	27,000.00	0.00	26,998.14	0.00	1.86	0
<b>431 POLICE</b>	<b>1,442,582.35</b>	<b>109,945.45</b>	<b>1,110,174.19</b>	<b>0.00</b>	<b>332,408.16</b>	<b>23</b>
<b>FIRE</b>						
010-430-434-12100 SALARIES & WAGES	938,352.00	100,302.52	685,680.01	0.00	252,671.99	27
010-430-434-12110 OVERTIME	49,000.00	5,600.77	34,514.06	0.00	14,485.94	30
010-430-434-12800 RELIEF PAY	24,000.00	5,635.00	26,605.00	0.00	-2,605.00	-11
010-430-434-18100 FICA	77,369.00	8,059.43	53,489.19	0.00	23,879.81	31
010-430-434-18200 RETIREMENT	73,361.00	7,678.06	52,214.45	0.00	21,146.55	29
010-430-434-18210 401-K MATCH	59,242.00	4,299.13	30,970.74	0.00	28,271.26	48
010-430-434-18300 HEALTH INSURANCE	159,093.00	13,112.10	112,735.60	0.00	46,357.40	29
010-430-434-19000 PROFESSIONAL SERVICES	3,500.00	215.00	3,179.03	0.00	320.97	9
010-430-434-25000 VEHICLE SUPPLIES	20,000.00	909.82	8,270.72	0.00	11,729.28	59
010-430-434-26000 SUPPLIES / MATERIALS	10,000.00	1,798.91	7,864.75	0.00	2,135.25	21
010-430-434-26100 MEDICAL VACINATIONS	6,000.00	4,292.56	4,486.56	0.00	1,513.44	25
010-430-434-26150 PREVENTATION SUPPLIES	5,000.00	0.00	0.00	0.00	5,000.00	100
010-430-434-26260 MEDICAL EQUIP & SUPPLIES	5,500.00	321.55	1,704.45	0.00	3,795.55	69
010-430-434-26600 CONTRIBUTORY EXPENSE	914.41	0.00	554.26	0.00	360.15	39
010-430-434-26900 UNIFORMS	10,000.00	219.36	3,942.31	0.00	6,057.69	61
010-430-434-31000 TRAVEL & TRAINING	11,000.00	797.48	8,597.81	0.00	2,402.19	22
010-430-434-32100 TELEPHONE	17,000.00	1,366.36	12,254.47	0.00	4,745.53	28
010-430-434-33100 UTILITIES	17,500.00	1,239.71	9,031.81	0.00	8,468.19	48
010-430-434-35100 BUILDING REPAIR / MAINTENANCE	15,000.00	1,580.00	6,395.70	0.00	8,604.30	57
010-430-434-35200 EQUIPMENT MAINTENANCE	20,000.00	718.70	12,857.68	0.00	7,142.32	36
010-430-434-35300 VEHICLE MAINTENANCE	22,500.00	2,488.43	18,801.82	0.00	3,698.18	16
010-430-434-39500 DUES & SUBSCRIPTIONS	8,000.00	91.00	8,124.50	0.00	-124.50	-2
010-430-434-40450 INSURANCE	74,812.00	355.47	74,031.33	0.00	780.67	1
010-430-434-50100 SMALL EQUIPMENT	54,000.00	3,760.47	15,410.67	0.00	38,589.33	71
010-430-434-50500 CAPITAL EQUIPMENT	40,000.00	9,450.00	53,649.48	0.00	-13,649.48	-34
<b>434 FIRE</b>	<b>1,721,143.41</b>	<b>174,291.83</b>	<b>1,245,366.40</b>	<b>0.00</b>	<b>475,777.01</b>	<b>28</b>
<b>STREETS</b>						
010-450-451-12100 SALARIES & WAGES	88,956.00	10,004.51	68,289.26	0.00	20,666.74	23
010-450-451-18100 FICA	6,805.00	686.53	4,698.70	0.00	2,106.30	31
010-450-451-18200 RETIREMENT	6,610.00	743.36	5,074.02	0.00	1,535.98	23
010-450-451-18210 401-K MATCH	5,338.00	474.16	3,231.01	0.00	2,106.99	39
010-450-451-18300 HEALTH INSURANCE	21,108.00	1,086.08	12,778.13	0.00	8,329.87	39
010-450-451-19000 PROFESSIONAL SERVICES	4,000.00	21.00	1,506.25	0.00	2,493.75	62
010-450-451-19500 CONTRACT LABOR	12,650.00	0.00	12,626.79	0.00	23.21	0
010-450-451-19900 CONTRACT WORK	25,000.00	625.00	5,100.00	0.00	19,900.00	80
010-450-451-25000 VEHICLE SUPPLIES	10,000.00	406.59	3,036.78	0.00	6,963.22	70
010-450-451-26000 SUPPLIES / MATERIALS	25,000.00	6,447.89	15,488.25	0.00	9,511.75	38
010-450-451-26500 SAFETY MATERIALS	2,450.00	332.95	1,519.01	0.00	930.99	38
010-450-451-26900 UNIFORMS	1,680.00	1,113.49	1,218.46	0.00	461.54	27

**TOWN OF WEAVERVILLE**  
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IDEAL REMAINING PERCENT: 25 %

<u>ACCOUNT</u>	<u>BUDGETED</u> <u>EXPENDITURE</u>	<u>CURRENT</u> <u>EXPENDITURE</u>	<u>YEAR TO DATE</u> <u>EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>PCT</u>
010-450-451-32100 TELEPHONE	4,600.00	197.55	1,517.20	0.00	3,082.80	67
010-450-451-33100 UTILITIES	59,000.00	3,749.37	35,923.24	0.00	23,076.76	39
010-450-451-35100 BUILDING REPAIR / MAINTENANCE	2,200.00	0.00	1,302.52	0.00	897.48	41
010-450-451-35200 EQUIPMENT MAINTENANCE	4,200.00	270.50	3,220.78	0.00	979.22	23
010-450-451-35300 VEHICLE MAINTENANCE	2,900.00	536.94	1,894.94	0.00	1,005.06	35
010-450-451-40450 INSURANCE	8,957.00	0.00	10,239.17	0.00	-1,282.17	-14
010-450-451-50100 SMALL EQUIPMENT	2,000.00	0.00	0.00	0.00	2,000.00	100
010-450-451-50300 CAPITAL IMPROVEMENTS	65,000.00	0.00	0.00	0.00	65,000.00	100
010-450-451-50500 CAPITAL EQUIPMENT	30,000.00	0.00	27,918.80	0.00	2,081.20	7
<b>451 STREETS</b>	<b>388,454.00</b>	<b>26,695.92</b>	<b>216,583.31</b>	<b>0.00</b>	<b>171,870.69</b>	<b>44</b>
<b>POWELL BILL</b>						
010-450-459-12100 SALARIES & WAGES	8,440.00	963.02	6,505.09	0.00	1,934.91	23
010-450-459-18100 FICA	646.00	67.62	457.37	0.00	188.63	29
010-450-459-18200 RETIREMENT	628.00	71.55	483.37	0.00	144.63	23
010-450-459-18210 401-K MATCH	507.00	32.56	217.05	0.00	289.95	57
010-450-459-18300 HEALTH INSURANCE	1,105.00	79.46	825.90	0.00	279.10	25
010-450-459-19000 PROFESSIONAL SERVICES	4,000.00	0.00	3,653.50	0.00	346.50	9
010-450-459-19500 CONTRACT LABOR	1,000.00	0.00	0.00	0.00	1,000.00	100
010-450-459-19900 CONTRACT WORK	1,500.00	0.00	0.00	0.00	1,500.00	100
010-450-459-26000 SUPPLIES / MATERIALS	500.00	0.00	0.00	0.00	500.00	100
010-450-459-35200 EQUIPMENT MAINTENANCE	500.00	0.00	0.00	0.00	500.00	100
010-450-459-50300 CAPITAL IMPROVEMENTS	200,000.00	0.00	4,835.36	0.00	195,164.64	98
<b>459 POWELL BILL</b>	<b>218,826.00</b>	<b>1,214.21</b>	<b>16,977.64</b>	<b>0.00</b>	<b>201,848.36</b>	<b>92</b>
<b>SANITATION</b>						
010-470-471-12100 SALARIES & WAGES	310,407.00	38,291.93	256,352.41	0.00	54,054.59	17
010-470-471-18100 FICA	23,747.00	2,744.35	18,376.61	0.00	5,370.39	23
010-470-471-18200 RETIREMENT	23,064.00	2,845.08	19,058.47	0.00	4,005.53	17
010-470-471-18210 401-K MATCH	18,625.00	1,676.17	11,434.95	0.00	7,190.05	39
010-470-471-18300 HEALTH INSURANCE	61,970.00	6,735.26	51,897.72	0.00	10,072.28	16
010-470-471-19000 PROFESSIONAL SERVICES	2,000.00	73.50	602.50	0.00	1,397.50	70
010-470-471-19500 CONTRACT LABOR	18,000.00	0.00	11,119.75	0.00	6,880.25	38
010-470-471-19900 CONTRACT WORK	0.00	105.00	105.00	0.00	-105.00	0
010-470-471-25000 VEHICLE SUPPLIES	16,500.00	1,402.97	10,699.87	0.00	5,800.13	35
010-470-471-26000 SUPPLIES / MATERIALS	9,900.00	553.14	2,885.18	0.00	7,014.82	71
010-470-471-26500 SAFETY MATERIALS	3,100.00	185.03	1,314.23	0.00	1,785.77	58
010-470-471-26900 UNIFORMS	3,600.00	2,634.14	2,634.14	0.00	965.86	27
010-470-471-33100 UTILITIES	0.00	0.00	29.74	0.00	-29.74	0
010-470-471-35100 BUILDING REPAIR / MAINTENANCE	2,000.00	0.00	740.18	0.00	1,259.82	63
010-470-471-35200 EQUIPMENT MAINTENANCE	6,850.00	2,223.21	7,273.60	0.00	-423.60	-6
010-470-471-35300 VEHICLE MAINTENANCE	11,350.00	130.00	6,307.84	0.00	5,042.16	44
010-470-471-40100 TIPPING FEES	57,300.00	3,997.71	48,901.56	0.00	8,398.44	15
010-470-471-40450 INSURANCE	31,425.00	0.00	26,145.34	0.00	5,279.66	17
010-470-471-50100 SMALL EQUIPMENT	1,800.00	1,000.00	1,000.00	0.00	800.00	44

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**TOWN OF WEAVERVILLE**  
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IDEAL REMAINING PERCENT: 25 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCT</u>
471 SANITATION	601,638.00	64,597.49	476,879.09	0.00	124,758.91	21
<b>RECREATION</b>						
010-600-612-12100 SALARIES & WAGES	104,520.00	7,965.43	58,622.82	0.00	45,897.18	44
010-600-612-18100 FICA	7,996.00	576.52	4,260.67	0.00	3,735.33	47
010-600-612-18200 RETIREMENT	7,766.00	591.83	4,355.76	0.00	3,410.24	44
010-600-612-18210 401-K MATCH	6,272.00	351.82	2,580.43	0.00	3,691.57	59
010-600-612-18300 HEALTH INSURANCE	18,621.00	823.19	10,112.17	0.00	8,508.83	46
010-600-612-19000 PROFESSIONAL SERVICES	900.00	283.00	765.50	0.00	134.50	15
010-600-612-19500 CONTRACT LABOR	14,140.00	0.00	1,199.64	0.00	12,940.36	92
010-600-612-19900 CONTRACT WORK	8,300.00	924.40	924.40	0.00	7,375.60	89
010-600-612-25000 VEHICLE SUPPLIES	3,250.00	7.12	747.45	0.00	2,502.55	77
010-600-612-26000 SUPPLIES / MATERIALS	17,200.00	7,571.85	13,342.23	0.00	3,857.77	22
010-600-612-26500 SAFETY MATERIALS	2,150.00	0.00	682.90	0.00	1,467.10	68
010-600-612-26900 UNIFORMS	1,380.00	918.74	918.74	0.00	461.26	33
010-600-612-33100 UTILITIES	12,500.00	373.50	6,891.19	0.00	5,608.81	45
010-600-612-35100 BUILDING REPAIR / MAINTENANCE	1,200.00	132.35	637.18	0.00	562.82	47
010-600-612-35200 EQUIPMENT MAINTENANCE	3,050.00	0.00	2,240.90	0.00	809.10	27
010-600-612-35300 VEHICLE MAINTENANCE	1,300.00	30.00	351.58	0.00	948.42	73
010-600-612-40450 INSURANCE	3,931.00	0.00	2,562.31	0.00	1,368.69	35
010-600-612-50100 SMALL EQUIPMENT	1,800.00	999.00	999.00	0.00	801.00	45
010-600-612-50300 CAPITAL IMPROVEMENTS	12,000.00	0.00	6,938.82	0.00	5,061.18	42
<b>612 RECREATION</b>	<b>228,276.00</b>	<b>21,548.75</b>	<b>119,133.69</b>	<b>0.00</b>	<b>109,142.31</b>	<b>48</b>
<b>WATER ADMINISTRATION</b>						
030-700-711-12100 SALARIES & WAGES	141,150.00	15,623.18	103,493.88	0.00	37,656.12	27
030-700-711-18100 FICA	10,800.00	1,158.52	7,667.73	0.00	3,132.27	29
030-700-711-18200 RETIREMENT	10,500.00	1,117.94	7,417.26	0.00	3,082.74	29
030-700-711-18210 401-K MATCH	8,500.00	902.78	5,863.49	0.00	2,636.51	31
030-700-711-18300 HEALTH INSURANCE	17,500.00	1,131.92	12,239.98	0.00	5,260.02	30
030-700-711-18400 RETIREE HEALTH INSURANCE	4,000.00	0.00	0.00	0.00	4,000.00	100
030-700-711-19000 PROFESSIONAL SERVICES	13,000.00	403.50	4,009.28	0.00	8,990.72	69
030-700-711-25000 VEHICLE SUPPLIES	3,000.00	163.22	944.77	0.00	2,055.23	69
030-700-711-26000 SUPPLIES / MATERIALS	3,800.00	258.97	2,399.17	0.00	1,400.83	37
030-700-711-26500 SAFETY MATERIALS	425.00	98.95	98.95	0.00	326.05	77
030-700-711-26900 UNIFORMS	400.00	0.00	171.15	0.00	228.85	57
030-700-711-31000 TRAVEL & TRAINING	1,300.00	17.92	323.22	0.00	976.78	75
030-700-711-32100 TELEPHONE	2,800.00	197.55	1,649.49	0.00	1,150.51	41
030-700-711-32500 POSTAGE	13,000.00	848.86	7,884.54	0.00	5,115.46	39
030-700-711-35300 VEHICLE MAINTENANCE	1,200.00	30.00	718.55	0.00	481.45	40
030-700-711-40450 INSURANCE	9,865.00	0.00	9,696.04	0.00	168.96	2
030-700-711-50100 SMALL EQUIPMENT	1,800.00	0.00	158.40	0.00	1,641.60	91
<b>711 WATER ADMINISTRATION</b>	<b>243,040.00</b>	<b>21,953.31</b>	<b>164,735.90</b>	<b>0.00</b>	<b>78,304.10</b>	<b>32</b>
<b>PRODUCTION</b>						
030-700-712-12100 SALARIES & WAGES	251,100.00	28,391.04	178,007.21	0.00	73,092.79	29

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<u>ACCOUNT</u>	<u>BUDGETED</u>	<u>CURRENT</u>	<u>YEAR TO DATE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u>	
	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>		<u>BALANCE</u>	<u>PCT</u>
030-700-712-18100 FICA	19,250.00	2,126.78	13,313.39	0.00	5,936.61	31
030-700-712-18200 RETIREMENT	18,700.00	2,109.45	13,225.99	0.00	5,474.01	29
030-700-712-18210 401-K MATCH	15,100.00	645.31	5,191.09	0.00	9,908.91	66
030-700-712-18300 HEALTH INSURANCE	32,958.00	2,829.14	26,870.14	0.00	6,087.86	18
030-700-712-19000 PROFESSIONAL SERVICES	16,800.00	304.00	12,370.73	0.00	4,429.27	26
030-700-712-19600 WATER TESTING / MAINTENANCE	19,300.00	1,856.45	5,989.43	0.00	13,310.57	69
030-700-712-19900 CONTRACT WORK	9,200.00	0.00	6,040.98	0.00	3,159.02	34
030-700-712-20000 CHEMICALS	50,800.00	2,017.04	25,915.80	0.00	24,884.20	49
030-700-712-25000 VEHICLE SUPPLIES	7,850.00	401.21	2,874.19	0.00	4,975.81	63
030-700-712-26000 SUPPLIES / MATERIALS	12,000.00	565.63	5,392.87	0.00	6,607.13	55
030-700-712-26500 SAFETY MATERIALS	2,300.00	0.00	297.95	0.00	2,002.05	87
030-700-712-26900 UNIFORMS	2,100.00	813.83	933.68	0.00	1,166.32	56
030-700-712-27001 LAB SUPPLIES	19,000.00	2,375.68	9,465.35	0.00	9,534.65	50
030-700-712-31000 TRAVEL & TRAINING	3,000.00	196.00	1,126.64	0.00	1,873.36	62
030-700-712-32100 TELEPHONE	4,900.00	536.26	3,288.85	0.00	1,611.15	33
030-700-712-33100 UTILITIES	99,000.00	12,747.04	63,010.02	0.00	35,989.98	36
030-700-712-34000 SLUDGE REMOVAL	30,000.00	7,879.62	21,951.36	0.00	8,048.64	27
030-700-712-35100 BUILDING REPAIR / MAINTENANCE	5,300.00	9.04	377.78	0.00	4,922.22	93
030-700-712-35200 EQUIPMENT MAINTENANCE	16,000.00	560.00	1,996.13	0.00	14,003.87	88
030-700-712-35300 VEHICLE MAINTENANCE	4,550.00	2,053.74	3,785.03	0.00	764.97	17
030-700-712-40450 INSURANCE	9,865.00	0.00	9,696.04	0.00	168.96	2
030-700-712-40900 WATER PURCHASES	6,000.00	0.00	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	3,300.00	0.00	0.00	0.00	3,300.00	100
<b>712 PRODUCTION</b>	<b>658,373.00</b>	<b>68,417.26</b>	<b>411,120.65</b>	<b>0.00</b>	<b>247,252.35</b>	<b>38</b>
<b>MAINTENANCE</b>						
030-700-713-12100 SALARIES & WAGES	263,550.00	29,920.95	202,566.15	0.00	60,983.85	23
030-700-713-18100 FICA	20,200.00	1,946.42	13,568.08	0.00	6,631.92	33
030-700-713-18200 RETIREMENT	19,600.00	2,223.14	15,050.70	0.00	4,549.30	23
030-700-713-18210 401-K MATCH	15,850.00	879.62	5,965.16	0.00	9,884.84	62
030-700-713-18300 HEALTH INSURANCE	55,356.00	4,378.83	37,764.92	0.00	17,591.08	32
030-700-713-19000 PROFESSIONAL SERVICES	12,000.00	124.36	4,604.15	0.00	7,395.85	62
030-700-713-19500 CONTRACT LABOR	3,000.00	0.00	0.00	0.00	3,000.00	100
030-700-713-19900 CONTRACT WORK	3,500.00	0.00	1,350.00	0.00	2,150.00	61
030-700-713-25000 VEHICLE SUPPLIES	9,500.00	546.98	5,258.25	0.00	4,241.75	45
030-700-713-26000 SUPPLIES / MATERIALS	40,000.00	4,162.94	36,101.37	0.00	3,898.63	10
030-700-713-26500 SAFETY MATERIALS	3,500.00	318.95	1,158.77	0.00	2,341.23	67
030-700-713-26900 UNIFORMS	3,000.00	2,034.68	2,034.68	0.00	965.32	32
030-700-713-31000 TRAVEL & TRAINING	3,800.00	475.74	1,922.70	0.00	1,877.30	49
030-700-713-32100 TELEPHONE	5,000.00	314.64	3,363.61	0.00	1,636.39	33
030-700-713-33100 UTILITIES	3,700.00	1,757.83	5,834.02	0.00	-2,134.02	-58
030-700-713-33300 UTILITIES FOR PUMP STATION	18,500.00	400.72	10,540.41	0.00	7,959.59	43
030-700-713-33500 UTILITIES/BUILDING	6,000.00	1,197.23	4,588.38	0.00	1,411.62	24
030-700-713-35100 BUILDING REPAIR / MAINTENANCE	2,700.00	471.39	2,203.22	0.00	496.78	18
030-700-713-35200 EQUIPMENT MAINTENANCE	10,000.00	112.54	3,730.82	0.00	6,269.18	63

FY 2016-2017

**TOWN OF WEAVERVILLE**  
**BUDGET REPORT BY DEPARTMENT**  
**CURRENT PERIOD: 03/01/2017 TO 03/31/2017**

IDEAL REMAINING PERCENT: 25 %

ACCOUNT	BUDGETED	CURRENT	YEAR TO DATE	ENCUMBRANCE	REMAINING	
	EXPENDITURE	EXPENDITURE	EXPENDITURE		BALANCE	PCT
030-700-713-35300 VEHICLE MAINTENANCE	5,600.00	120.00	4,005.05	0.00	1,594.95	28
030-700-713-39410 EQUIPMENTAL RENTAL	1,200.00	0.00	0.00	0.00	1,200.00	100
030-700-713-40450 INSURANCE	9,865.00	0.00	9,696.04	0.00	168.96	2
030-700-713-50100 SMALL EQUIPMENT	5,000.00	1,011.98	1,011.98	0.00	3,988.02	80
030-700-713-50200 BUILDING IMPROVEMENTS	1,000.00	0.00	0.00	0.00	1,000.00	100
030-700-713-50310 REPAIRS TO RESERVOIR	1,200.00	0.00	0.00	0.00	1,200.00	100
030-700-713-50320 WATER SYSTEM IMPROVEMENTS	3,000.00	0.00	0.00	0.00	3,000.00	100
030-700-713-50500 CAPITAL EQUIPMENT	45,000.00	0.00	27,030.42	0.00	17,969.58	40
<b>713 MAINTENANCE</b>	<b>570,621.00</b>	<b>52,398.94</b>	<b>399,348.88</b>	<b>0.00</b>	<b>171,272.12</b>	<b>30</b>
<b>DEBT SERVICE</b>						
010-910-910-91061 LOAN PAYMENT-FIRE TRUCK 09/14	53,541.00	0.00	53,540.72	0.00	0.28	0
010-910-910-91062 LOAN PAYMENT - FIRE TRUCKS	149,413.00	0.00	149,412.96	0.00	0.04	0
010-910-910-91063 LOAN PAYMENT - FIRE STATION	259,898.00	0.00	130,558.44	0.00	129,339.56	50
030-910-910-60030 RESERVE FOR BOND PAYMENT	209,882.00	0.00	25,441.00	0.00	184,441.00	88
<b>910 DEBT SERVICE</b>	<b>672,734.00</b>	<b>0.00</b>	<b>358,953.12</b>	<b>0.00</b>	<b>313,780.88</b>	<b>47</b>
<b>OTHER FUNDING USES</b>						
010-005-999-90000 CONTINGENCY	20,000.00	0.00	0.00	0.00	20,000.00	100
030-005-999-90000 CONTINGENCY	14,584.00	0.00	0.00	0.00	14,584.00	100
<b>999 OTHER FUNDING USES</b>	<b>34,584.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>34,584.00</b>	<b>100</b>
	<b>7,821,380.76</b>	<b>611,303.27</b>	<b>5,119,345.28</b>	<b>0.00</b>	<b>2,702,035.48</b>	<b>35</b>

# Weaverville Fire Department First Quarter 2017 Activites

<b>Fire</b>	<b>Inside City</b>	<b>Property Loss</b>	<b>Outside City</b>	<b>Property Loss</b>
Brush / Woods	3	0	13	0
Vehicle	2	3,250	0	0
Structure	3	201,500	4	93,000
Investigation	12	0	25	0
Haz-mat Incident	2	0	1	0
Mutual Aid	0	0	64	0
Fire Alarm Activation	10	0	7	0
Public Assistance	13	0	11	0
<b>TOTAL (Fire)</b>	<b>45</b>	<b>204,750</b>	<b>125</b>	<b>93,000</b>
 <b>Rescue</b>				
MVA \ MCA	15	0	25	0
EMS \ FR \ Rescue	110	0	108	0
Mutual Aid	0	0	3	0
Search	0	0	0	0
<b>TOTAL (Rescue)</b>	<b>125</b>	<b>0</b>	<b>136</b>	<b>0</b>
 <b>TOTAL Fire &amp; Rescue</b>	 <b>170</b>	 <b>204,750</b>	 <b>261</b>	 <b>93,000</b>

Remarks: Total Fire\Rescue Alarms: 431  
 Total Fire Loss: \$297,750 Total Saved: 2,895,400  
 Total Inspections: 21

Fire loss includes 2 commercial fires at 179 Merrimon Avenue (Sample Group)  
 and at 220 Merrimon Avenue (Thermo Fisher)

Date:4/11/2017 TW



**Planning Department Report – Q1, 2017**

**Total Zoning Permits Issued: 29**

**Single family dwellings: 16**

**Internal upfit or auxiliary structure: 9**

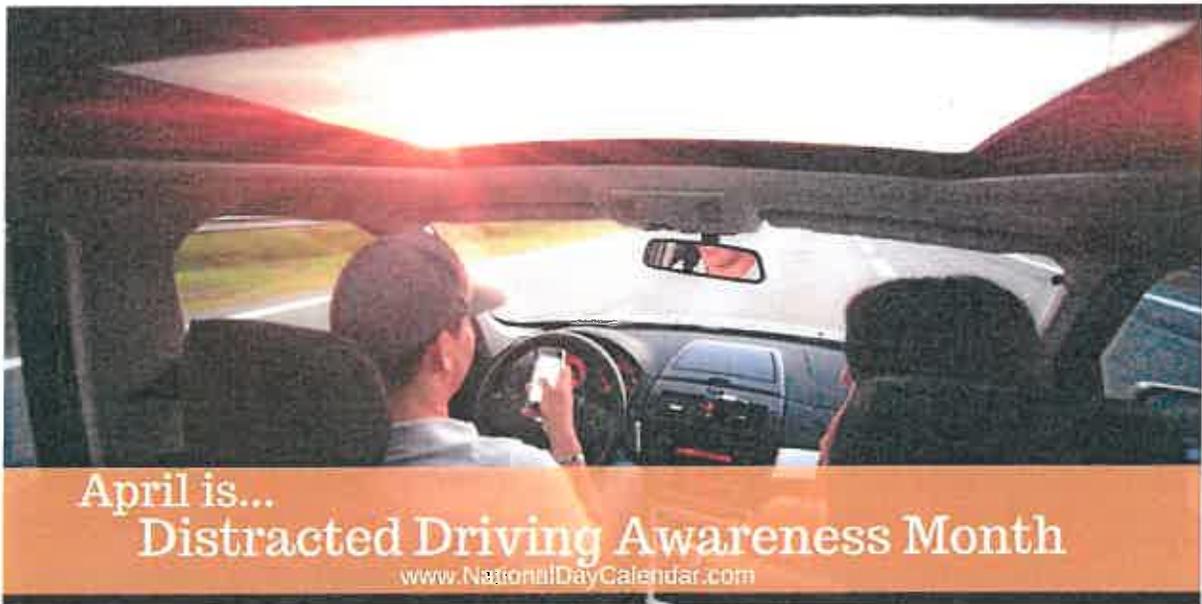
**Commercial: 3 (58 Weaver Village Way, 56 N. Main, 76 N. Main)**

**Home Occupation: 1**

**Sign Permits: 4**



# Weaverville Police Department



## Quarterly Report 2017

Submitted by: Chief Greg Stephens

Prepared by: Administrative Assistant Kim Buckner

# WEAVERVILLE POLICE DEPARTMENT



## Quarterly Report

<u>Activities</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>Total</u>
Vehicle crashes	18	17	19	54
Parking Citations	2	2	4	8
Written Warnings	21	17	8	46
Verbal Warnings	7	4	1	12
Misdemeanor Charges	19	31	28	78
Felony Charges	5	7	8	20
Officer Assist	60	56	75	191
Alarm Response	20	25	23	68
Disturbances	37	33	43	113
Escorts / Deliveries	51	61	67	179
Business Checks	4,392	3,891	4,583	12,866
Residential Checks	237	203	168	608
Unsecured Buildings	19	21	23	63
Pedestrian Assist	49	52	62	163
Citizen Checks	115	108	112	335
Assist Motorist	10	11	8	29
Suspicious Person/Vehicle	25	32	37	94
Traffic Safety	26	35	71	132
Citations Issued	18	24	20	62
Drug Charges	3	10	8	21
D.W.I. Charges	2	0	2	4
Reports Taken	58	32	44	134
Court Appearance	8	8	4	20
Investigation Follow-up	73	28	49	150
Vehicle Stop	38	36	19	93
C.O.P.P.S. Activities	120	163	228	511

**TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET**  
**1st Quarter 2017**

**WATER MAINTENANCE:**

Water Leaks Repaired	<u>5</u>	
New Water Taps	<u>13</u>	
Water Quality Complaints	<u>3</u>	
Meter Re-Read Service Calls	<u>116</u>	
General Service Calls	<u>224</u>	
Water Door Tags Delivered	<u>92</u>	
Water Line Locate Utility Service Calls	<u>362</u>	
Water Meter Change Outs to Radio Read	<u>112</u>	
Reservoir-Pump Station Site Checks	<u>448</u>	
Water Line Construction Site Supervision/Inspections:		<b>Creekside Village</b>
		<b>Maple Trace</b>
		<b>Monticello Apartments</b>
		<b>ASPCA</b>
		<b>North Asheville Baptist</b>

12 of the 50 OUTSIDE RESIDENTIAL METER TAPS HAVE BEEN APPROVED

**WEAVERVILLE WATER PRODUCTION:**

1. Water Treatment Plant	<u>44,794,000</u>	GALLONS
2. Water Purchased from Asheville	<u>0</u>	GALLONS
<b>A. TOTAL WATER PRODUCTION (1+2)</b>	<u>44,794,000</u>	GALLONS
<b>B. TOTAL METERED FOR BILLING</b>	<u>33,753,200</u>	GALLONS
C. Metered and Non-Metered/Non-Billed Use	<u>6,119,792</u>	GALLONS
D. Total Accounted For Water (B+C)	<u>39,872,992</u>	GALLONS
<b>E. TOTAL UNACCOUNTED (A-D)</b>	<u>4,921,422</u>	GALLONS

**WEAVERVILLE WATER DEPARTMENT CAPACITY VS PRODUCTION:**

WATER PLANT DESIGN CAPACITY:	1,500,000	GALLONS PER DAY
NET SALABLE PRODUCTION CAPACITY:	1,300,000	GALLONS PER DAY
NET SALABLE PRODUCTION CAPACITY:	1,300,000	GALLONS PER DAY
QUARTERLY AVG DAILY PRODUCTION:	536,326	GALLONS PER DAY
<b>AVERAGE USE AS A PERCENTAGE OF CAPACITY</b>	<u>41.3</u>	<b>%</b>

**UNACCOUNTED FOR RUNNING ANNUAL AVERAGE:**

1. Finished Water Pumped to System	<u>200,371,000</u>	GALLONS
2. Unaccounted for Water	<u>17,805,657</u>	GALLONS
3. Unaccounted for Water as a Percentage	<u>8.9</u>	<b>%</b>

**STREET MAINTENANCE:**

Street Work Orders Completed 7

Paving Projects postponed until spring of 2017 due to the timing of revised contract.

**SANITATION Garbage Collection Points:**

Residential Collections Points	<u>22,292</u>
Business Pick Ups	<u>706</u>
Residential Set-Outs	<u>642</u>
<b>TOTAL</b>	<b>23,640</b>
Total Tons to Landfill	<u>310</u>
Average Pounds Per Collection Point	<u>26.23</u>
Cubic Yards - Yard Debris	<u>90</u>
Cubic Yards - Brush Chipped	<u>396</u>
Cubic Yards - Leaf Collection	<u>84</u>

**PARKS AND RECREATION FACILITY MAINTENANCE DEPARTMENT:**

P&R Projects/Repairs Completed

4

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 17, 2017  
**Subject:** Ordinance for Road Closure for July 4<sup>th</sup> 5K and Fire on the Lake  
**Presenter:** Selena Coffey, Town Manager  
**Attachments:** Ordinance and maps

**Description:**

Attached please find an ordinance for Town Council’s approval of the closure of relative roadways for the July 4, 2017 Kiwanis 5k and the Fire on the Lake Celebration at Lake Louise.

**Action Requested:**

The Town Manager recommends approval of this Ordinance.

# Weaverville North Carolina

## AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE ANNUAL KIWANIS 5K RUN AND THE WEAVERVILLE INDEPENDENCE DAY "FIRE ON THE LAKE" CELEBRATION

**WHEREAS**, the Town Council of Weaverville acknowledges a long tradition of supporting the annual Kiwanis 5K run, that benefits the Weaverville and the North Buncombe community; and

**WHEREAS**, the Town Council of Weaverville acknowledges a long tradition of providing an Independence Day celebration for the pleasure of its citizens; and

**WHEREAS**, the Town Council of Weaverville acknowledges a 5K run and the Independence Day celebration requires approximately one (1) hour to install signage, and also requires approximately one (1) hour for removing signage, litter, etc.

**NOW THEREFORE BE IT ORDAINED** by the Town Council of Weaverville pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

### 5K Run

Date: Tuesday July 4, 2017

Time: 8 a.m. until 9:30 a.m.

### Road Closure Description:

0.35 mi. SR 1725-Weaver Blvd from Brian Center Drive to North Main Street., 0.42 mi. US 19Bus-North Main Street from Weaver Blvd. to Merrimon Avenue., 0.19 mi. SR 2127 South Main Street. from Merrimon Ave. to Brown Street.

Appropriate signage will be placed so as to inform all motorist of the temporary delay and traffic control will be intermittent traffic delays with "Law enforcement agency/agencies or individuals trained in traffic control as set forth in General Statute §20-114.1 and supported by appropriately colored or marked vehicles with high-intensity rotating, flashing, oscillating, or strobe lights used in place of signs and channelizing devices".

### Independence Day "Fire on the Lake" Celebration

Date: Tuesday July 4, 2017

Time: 3 p.m. until 11:30 p.m.

Road Closure: That portion of Merrimon Avenue between Bankstown Road and Yost Street

This ordinance to become effective when signs are erected giving notice of the road closures and detour routes, the implementation of adequate traffic control.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Dottie Sherrill, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

# Weaverville

## Independence Day Road Closure Signage

### Map # 1



- Road Closed Ahead- Placed on Merrimon Avenue just past Ingles Markets
- Detour Ahead-Placed on Merrimon Avenue just before Reems Creek Road

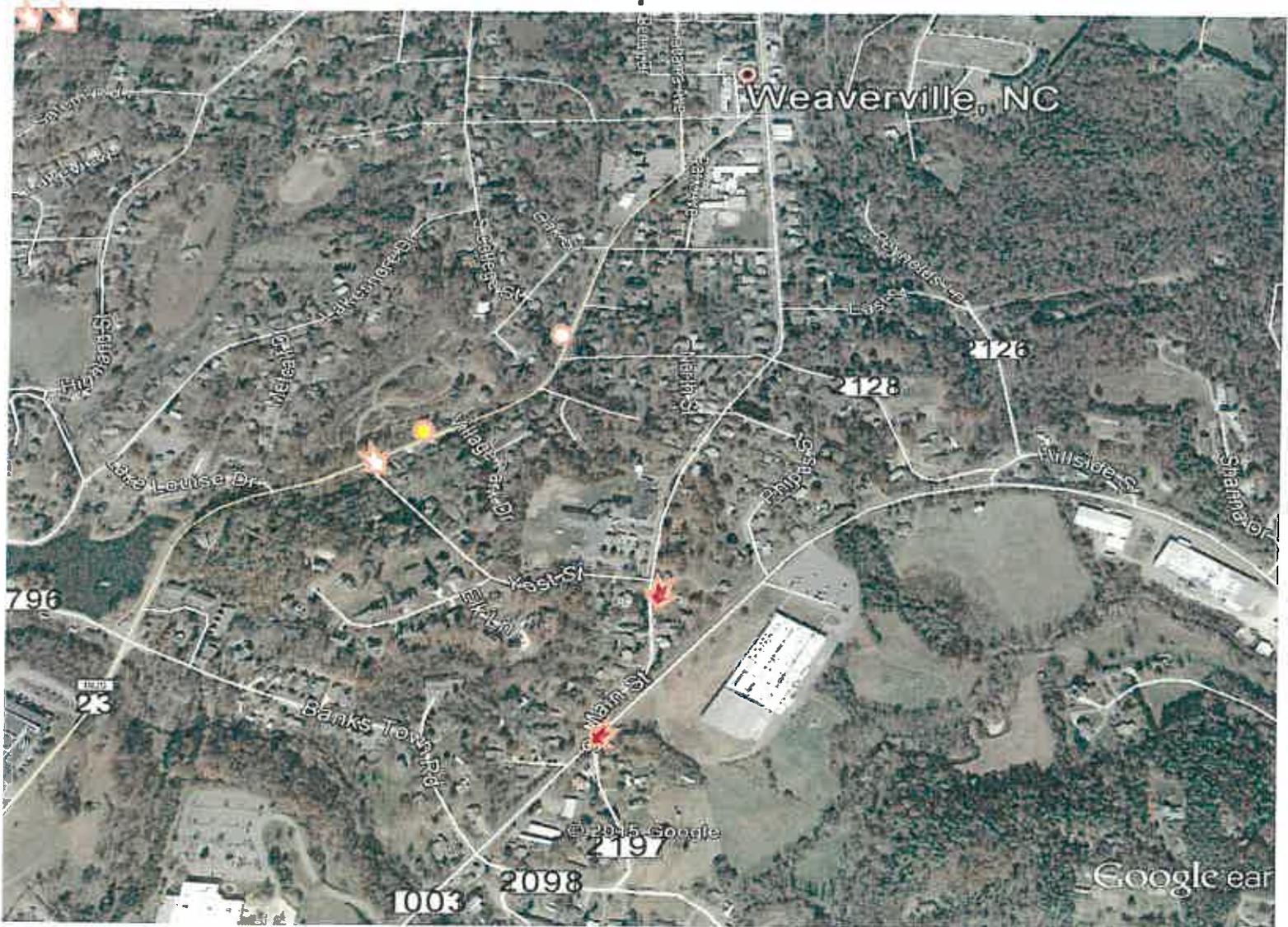
Road closed and traffic detoured from 3pm until 11:30 pm

# Weaverville Independence Day Road Closure Signage Map # 2



-  Detour Ahead- Placed on Merrimon Avenue just before Aiken Road
-  Road Closed Ahead- Placed on Merrimon Avenue near O.T.S. Factory ( 220 Merrimon Avenue)
-  Detour -Placed on Merrimon Avenue at Banks Town Road
-  Detour Route – North back to Main Street

# Weaverville Independence Day Road Closure Signage Map # 3



- Detour Ahead- Placed on Merrimon Avenue near North Street
- Road Closed Ahead- Placed on Merrimon Avenue prior to Yost Street
- ☆ Detour – Placed on Merrimon Avenue at Yost Street (South Detour)
- ★ Detour Route- Right onto Main Street from Yost Street (South Detour)
- ★ Detour Route- Right onto Reems Creek Road from Main Street

# Weaverville

## Independence Day Celebration



### July 4th , 2017 Road Closure Information

The Weaverville Independence Day Celebration will begin at 8:00am at PNC Bank (formerly RBC Centura) with the Kiwanis 5k run. The following roads and /or parking lot exits/entrances will be closed to ensure participant safety:

- **7:50am** until completion (normally around 9:00 am)
  - Weaver Boulevard: Only from the entrance nearest to PNC Bank eastward to Main Street.
  - Main Street: From the intersection of Weaver Boulevard & Main Street southward to Brown Street.
  - Merrimon Avenue: From the intersection of Brown street and Merrimon Avenue eastward to Main Street.
  - And all streets intersecting the closed areas mentioned above will be closed.
  - ALL PARKING LOT EXITS ON WEAVER BLVD FROM MAIN STREET TO PNC BANK ENTRANCE WILL BE CLOSED.



### Road closure information for evening festivities at Lake Louise

- **3:00 PM- Until 11:30 pm** -ALL TRAFFIC TRAVELING ON MERRIMON AVENUE TOWARD MAIN STREET WILL BE REDIRECTED ONTO BANKS TOWN ROAD.
- **3:00 PM- Until 11:30 pm**- ALL TRAFFIC TRAVELING ON MERRIMON AVENUE TOWARD ASHEVILLE WILL BE REDIRECTED ONTO YOST STREET.
- **3:00 PM -Until 11:30 PM** -NO VEHICULAR TRAFFIC WILL BE ALLOWED TO TRAVEL ON MERRIMON AVENUE BETWEEN YOST STREET AND BANKS TOWN ROAD
- **3:00 PM- Until 11:30 pm** - ALL TRAFFIC ON HIGHLAND STREET WILL BE DETOURED TOWARD CHURCH STREET.
- **3:00 PM- Until 11:30 pm** -No access onto Lakeshore Drive from Highland Street
- **3:00 PM- Until 11:30 pm** - Lake Louise Drive, Lakeshore Drive (from Lake Louise Drive around the lake to Merrimon Avenue) WILL BE CLOSED TO ALL MOTORIZED TRAFFIC
- **Lake Louise Drive will remain closed until July 5, 2017 @ NOON**
- **3:00 PM- Until 11:30 pm** - Quarry Road, Hyer Hill, St. Brown Place, Highland Street, Lakeshore Drive, Church Street, College Street, Metcalf Drive, Willamette Circle and other residential areas behind Lake Louise will not be accessible via Lake Louise Drive or W. Lakeshore Drive- TAKE ALTERNATE ROUTE .....

Other street closures may temporarily occur for the purpose of protecting the safety and lives of pedestrians and children.

*Come out and enjoy the Weaverville Independence Day celebration!*

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 17, 2017  
**Subject:** Town Manager's Proposed FY 2018 Budget  
**Presenter:** Selena Coffey, Town Manager  
**Attachments:** No attachments

**Description:**

The Town Manager will be presenting her proposed FY 2018 Budget at this evening's meeting. The next budget workshop will be held on May 9<sup>th</sup> and the Public Hearing on the Budget will be held on 15<sup>th</sup>.

**Action Requested:**

No action is required at this meeting.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 17, 2017  
**SUBJECT:** Eller Cove Watershed Conservation Easement  
**PRESENTER:** Town Attorney  
**ATTACHMENTS:** Final Conservation Easement with Final Survey

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town is getting close to finalizing the transaction in which it will be transferring a conservation easement to the Southern Appalachian Highlands Conservancy for approximately 310 acres of the Eller Cove watershed. As Town Council will recall, the Southern Appalachian Highlands Conservancy was the grant recipient of a North Carolina Clean Water Management Trust Fund grant which, together with other donations, will provide the Town with approximately \$525,000 in exchange for the conservation easement. Closing is expected to occur either late May or early June.

Town Council approved a conservation easement by adopting a resolution at its meeting in January 2017. The NC Clean Water Management Trust Fund easement document format has recently changed and the Town is required to reauthorize the conservation easement. For Council's review, the final conservation easement is attached which shows the changes from the previous document, along with the final survey.

The Baseline Documentation Report has been finalized and contains interesting information concerning the Eller Cove Watershed area. Due to the length of the Report it is not attached to this agenda item but can be accessed at Town Hall.

**TOWN COUNCIL ACTION REQUESTED:**

Town Council is asked to approve the execution of the conservation easement that is attached and to authorize the Mayor, Town Clerk, Town Manager and Town Attorney, as appropriate, to finalize, execute and deliver any and all documents necessary to transfer the conservation easement including specifically the attached conservation easement and baseline documentation report.

Should Town Council wish to discuss where the proceeds of the transaction should be deposited the Town Manager and Town Attorney will be available at tonight's meeting to guide Council through that conversation.

**CONSERVATION EASEMENT  
Weaverville Watershed Property**

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**Prepared by: SOUTHERN APPALACHIAN HIGHLANDS CONSERVANCY and Clean Water Management Trust Fund**

**After Recording Return to: NC Clean Water Management Trust Fund  
Attn: Real Property Counsel  
1651 Mail Service Center  
Raleigh, NC 27699-1651**

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**NORTH CAROLINA  
Tax Parcel No. 9751-76-9307**

**BUNCOMBE COUNTY  
CWMTF No. 2015-072**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is made, given, granted and executed on this the \_\_\_ day of \_\_\_\_\_, 2017 by and between the **TOWN OF WEAVERVILLE** with an address at 30 South Main Street, Weaverville, NC 28787 ("Grantor") and the **SOUTHERN APPALACHIAN HIGHLANDS CONSERVANCY**, a Tennessee nonprofit corporation with an address at ~~34 Wall Street, Suite 502~~372 Merrimon Avenue, Asheville, NC 28801 ("SAHC" or "Grantee," and together with the Grantor, the "Parties").

**RECITALS & CONSERVATION PURPOSES**

A. Grantor is a local government that owns in fee simple absolute certain real property lying and being in Reems Creek Township, Buncombe County, North Carolina (the "Property"), and more particularly described on the attached "Exhibit A" incorporated by reference as if fully set forth herein. The Parties agree to exclude four areas totaling 3.3684 acres of land from the Conservation Easement (the "Excluded Areas"), each labeled "~~3.36 Acres~~-Excluded from Conservation Easement" as shown on a plat prepared by McMahan & Associates, P.A., for the NC Clean Water Management Trust Fund dated March 20\_\_\_\_\_, 2017, duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 172\_\_\_\_ Page 200\_\_\_\_\_.

**B.** Grantee is a non-profit organization whose primary purpose is the conservation, preservation, or restoration of North Carolina’s cultural, environmental, or natural resources.

**C.** The State has enacted the North Carolina Conservation and Historic Preservation Agreements Act (the “Act”), Chapter 121, Article 4 of the North Carolina General Statutes (“N.C.G.S.”), which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining land or water areas predominantly in their natural, scenic, or open condition . . . ."

**D.** The Clean Water Management Trust Fund is authorized by N.C.G.S. Chapter 143B, Article 2, Part 41 to acquire land and interests in land:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and
- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
- to provide buffers around military bases to protect the military mission; and
- that represents the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; and
- that contributes to the development of a balanced State program of historic properties.

**E.** Grantor and Grantee have agreed to set aside ~~309.87310.39~~ acres of the Property (as described in the attached “Exhibit B” incorporated by reference as if fully set forth herein and hereinafter referred to as the “Easement Area”) for the purpose of creating a conservation easement to:

- preserve, enhance, restore, and maintain the natural features and resources of the Easement Area, to provide habitat for native plants and animals, to control runoff of sediment, and to improve and maintain water quality, including providing environmental protection for surface waters of portions of Eller Cove Branch and its tributaries.
- protect and preserve the ecological diversity represented by the Easement Area for recreational, scientific, educational, cultural and aesthetic purposes.

Moreover, Grantor and Grantee recognize that the Easement Area has other conservation values, including fish and wildlife conservation, open space, and scenic values (hereinafter, collectively with the conservation values defined in this Section E of the Recitals and Conservation Purposes of this Agreement, the “Conservation Values”).

**F.** Grantor grants and conveys unto the Grantee, its successors, assigns and designated representatives, a right of ingress, egress, and regress from a public road across the lands of the Grantor to the Easement Area, for the purpose of gaining uninterrupted access to the Easement Area described herein above.

**G.** Grantor and Grantee recognize that the Easement Area contains tributaries of Eller Cove Branch and that the Easement Area has been deemed by the State to qualify as a riparian buffer, addressing the protection, including, but not limited to, cleanup and prevention of pollution, of the State’s surface waters, and the establishment of a network of riparian buffers.

**H.** Grantor and Grantee recognize that the Easement Area represents the ecological diversity of North Carolina, including, but not necessarily limited to, natural features such as Rich Cove Forest, Montane Oak-Hickory Forest, and habitat for migratory and threatened bird species. Grantor and Grantee further recognize that restricting use of the Easement Area in the manner set forth herein will facilitate preservation and conservation of these natural features for recreational, scientific, educational, cultural, and aesthetic purposes.

**I.** Grantee has received or will receive a grant from the Fund, identified as Grant Contract No. 2015-072 (the “Grant Contract”), entered into between the Grantee and the Fund and effective as of February 8, 2016, in consideration of which the Grantor has agreed to enter into this Conservation Easement (the “Project”). The terms and conditions of said Grant Contract are hereby incorporated by reference. It is on file and available for public inspection in the offices of the Grantee and; the Fund; ~~and the North Carolina Department of Natural and Cultural Resources (“NC DNCR”).~~

**J.** Grantor and Grantee acknowledge that the Easement Area is currently unimproved except as permitted in Article V of this Conservation Easement. The characteristics of the Easement Area, its current use and state of improvement are described in a Baseline Documentation Report (the “BDR”), as incorporated into the Grant Contract, that is on file in the offices of the Grantee and the Fund and available for public inspection. The Parties acknowledge that the BDR is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Easement Area if there is a controversy over such present condition.

**NOW, THEREFORE,** in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

The purpose(s) of this Conservation Easement is to protect and preserve the Conservation Values as outlined above in Section E of the Recitals and Conservations Purpose(s) and it shall be so held, maintained, and used therefore. Grantor hereby conveys to Grantee all development rights that are now or hereafter allocated to, implied or inherent in the Easement Area, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will significantly impair or interfere with the preservation of said Conservation Values. Grantor intends that this Conservation Easement will restrict the use of the Easement Area to such activities as are consistent with the Conservation Values described in the Recitals herein.

## ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

## ARTICLE II. RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from the fee simple ownership of the Property, including the right to engage in or permit others to engage in the uses of the Easement Area that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by the Grantor, are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the purpose(s) of this Conservation Easement. Except for the specific restrictions and prohibitions made applicable herein to the Easement Area, Grantor shall continue to own and may use the Property in any lawful manner. The Parties acknowledge and agree that they have no right to agree to any activity that would result in the termination of this Conservation Easement.

The Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. The following uses are reserved as indicated:

**A. Passive Recreational Use.** Grantor reserves the right to engage in and to permit others to engage in passive recreational uses of the Easement Area, so long as related alterations, construction, improvements, maintenance, activities and uses: (1) require minimal surface alteration of the land; (2) pose no threat to the Conservation Values of the Easement Area; and (3) be pursuant to a Management Plan for the Property (the "Management Plan"), which shall be subject to the terms of this Conservation Easement. The Town shall formally adopt the Plan before the Easement Area is opened to the public for recreational use, subject to approval by the Grantee, SAHC and the Fund. The Town may amend the Plan from time to time, subject to approval by the Grantee and the Fund. By way of illustration, such passive recreational uses may include non-commercial hunting, fishing, hiking, walking, scientific study, animal/plant observation, nature and environmental education, historic tours, photography, and any other purposes consistent with these accepted uses and the maintenance of the Conservation Values, subject to all applicable federal, state and local laws and regulations. All improvements shall be subject to the terms and conditions set forth herein, the Management Plan, and by the aforementioned Grant Contract. Usage of motorized vehicles in the Easement Area is prohibited, except as they are used exclusively for management, maintenance, or stewardship purposes, and any such use of motorized vehicles will be restricted to existing trails, paths or roads.

**B. Public Use and Access.** Grantor reserves the right to allow public access and use of the Easement Area for the purpose of creating open space with associated passive recreational activities as provided for herein and pursuant to the Management Plan.

**C. Existing Roads and Trails.** Grantor reserves the right to maintain existing unpaved roads and trails in the Easement Area. These roads and trails shall not be paved or covered with asphalt, but gravel and permanent vegetation may be used to stabilize them. Associated ditches, culverts, and bridges may be maintained and replaced as necessary as maintenance of the road or trail.

**D. Greenway Trails.** Subject to the Fund’s written approval as specified herein, Grantor reserves the right to construct and maintain paved greenway trails on the Easement Area for the purpose of recreation. All paved greenway trails must be located a minimum distance of 30 feet from the top of bank of surface waters, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values as set forth herein. When required by the terrain, paved greenway trails may include boardwalks, ramps and handrails to the extent necessary. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along these paved greenway trails. All necessary care shall be taken to complete the construction of such features and paved greenway trails in a manner so as not to impair any Conservation Values either during or after construction. All new paved greenway trail alignments that do not follow existing roads or railroad/utility corridors require prior written approval by the Fund. The Fund reserves the right to close any paved greenway trails that are considered detrimental to conservation values.

**E. Natural Surface Trails.** Subject to the Fund’s written approval as specified herein, Grantor reserves the right to construct new natural surface trails on the Easement Area for the purpose of hiking and non-motorized bicycling. All natural surface trails must be located a minimum distance of 30 feet from the top of the bank of all surface water, unless such locations are physically impracticable, and must be located so as not to impair the Conservation Values as set forth herein. All new trail construction and realignment requiring soil disturbance must follow best practices for sustainable trail design and construction, and must have prior written approval by the Fund. When required by the terrain, natural surface trails may include boardwalks, ramps and handrails to the extent necessary. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along natural surface trails. All necessary care shall be taken to complete the construction of such features and natural surface trails in a manner so as not to impair any Conservation Values either during or after construction. The Fund reserves the right to close any natural surface trails that are considered detrimental to conservation values.

**F. Stream Crossings.** Grantor reserves the right to construct and maintain bridges or other stream crossings to be constructed up to ten (10) feet wide across streams in the Conservation Easement area, provided such crossings are connected to trails permitted herein, constructed in a way as to maximize water quality protection, and permitted by all applicable regulatory authorities. The number of stream crossings must be minimized. New stream crossings require prior written approval by the Fund.

~~**C. Hiking and Greenway Trails.** Grantor reserves the right to construct and maintain paved and/or unpaved trails on the Easement Area. All new trails shall be pursuant to the Management Plan. All unpaved trails must be located a minimum distance of thirty (30) feet from the top of the bank of Eller Cove Branch and its tributaries, except for creek crossings and unless such locations are physically impracticable. All paved trails must be located a minimum distance of 30 feet from the top of bank of surface waters. All trails, paved and/or unpaved, must be located so as not to impair the Conservation Values as set forth herein. In the construction of such trails and when required by the terrain, boardwalks, ramps and handrails are permitted herein. The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along the trails. All necessary care shall be taken to complete the construction of such features in a manner so as not to impair any Conservation Values either during or after construction.~~

~~**D. Pedestrian Foot Bridges.** Grantor reserves the right to construct, maintain, and gain access to six (6) pedestrian footbridge(s) to be constructed five (5) to ten (10) feet wide across Eller Cove Branch or its tributaries, provided such bridges are connected to the trails permitted herein and permitted by all applicable regulatory authorities.~~

**E. Observation/Viewing Platform or Covered Pavilion.** Grantor reserves the right to construct, maintain, and repair a total of two (2) observation/viewing platform(s) or covered pavilion(s) on the Easement Area with optional bench seating, picnic table(s), roof, handrails, connecting steps and ramp as required by the terrain, so long as Conservation Values are not impaired. Observation/Viewing Platforms or Covered Pavilions may be located on the bank of the tributaries of Eller Cove Branch if allowed and approved by the Grantee, SAHC and the Fund and all applicable regulatory authorities, provided such platform is connected to the trails constructed on the Easement Area. All necessary care shall be taken to complete the construction of such features in a manner so as not to impair any Conservation Values either during or after construction.

**F. Vegetation Management.** Grantor reserves the right to manage vegetation for the following activities, and as necessary for other activities specifically reserved herein by Grantor: (1) boundary marking, fencing, and signage; (2) selective cutting and prescribed burning and the application of herbicides and pesticides for fire containment, insect and disease control, restoration of hydrology, wetlands enhancement, and or control of invasive exotic plants; and (3) removal of damaged trees and debris caused by storms, disease or fire and posing a threat to life or property.

**G. Native Community Restoration, Management, and Maintenance.** Grantor reserves the right to perform all activities necessary to restore, manage, and/or maintain the native plant and animal communities on the Easement Area. All necessary care shall be taken to protect all Conservation Values and restoration and managements shall be carried out in a manner so as not to cause or allow harm or degradation to any Conservation Values either during or after restoration activities.

**H. Hunting and Fishing.** Grantor reserves the right to hunt and fish pursuant to all federal, state, and local rules and regulations.

### **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Easement Area inconsistent with the purpose(s) of this Conservation Easement is prohibited. The Easement Area shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the purpose(s) of this Conservation Easement.

**Except for those rights specifically reserved to Grantor in Article II and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.**

**A. Industrial and Commercial Use.** Industrial and commercial activities are prohibited on the Easement Area except for occasional collection of a fee or donation by Grantor from individuals or groups for use of the improvements otherwise allowed by this Conservation Easement, so long as the Conservation Values of the Easement Area are protected.

**B. Agricultural, Grazing and Horticultural Use.** Agriculture, grazing, horticultural and animal husbandry operations and any rights of passage for such purposes are prohibited on the Easement Area.

**C. Disturbance of Natural Features, Plants and Animals.** There shall be no cutting or removal of trees, or the disturbance of other natural features within the Easement Area except as noted in Article II.

**D. Construction of Buildings and Recreational Use.** There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on or above the Easement Area.

**E. Signs.** Signs are not permitted within the Easement except as follows: no trespassing signs; local, state, or federal traffic or similar information signs; for sale or lease signs; signs identifying the Conservation Values of the Easement; signs identifying the Grantor as owner of the Property; signs identifying the Grantee as holder of the Conservation Easement; and educational and interpretative signs.

**F. Mineral Use, Excavation, Dredging.** There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, hydrocarbons, or other materials. There shall be no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted on the Easement Area.

**G. Wetlands and Water Quality.** Except as set forth in Article II above, there shall be no pollution or alteration of surface waters and no construction or other activities that would be detrimental to water quality or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Easement Area or into any surface waters, or cause soil degradation or erosion, nor any diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology, wetlands enhancement, or to enhance or improve water quality as permitted by state and any other appropriate authorities, and then only after written approval is granted by the Fund for such activities.

**H. Dumping.** Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Easement Area is prohibited.

**I. Conveyance and Subdivision.** The Easement Area or any underlying property interest within the Easement Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

**J. Open Space and Development Rights.** The Easement Area shall not be used to satisfy open space requirements of any cluster or other development scheme; nor shall the development rights encumbered hereby be transferred to any other land pursuant to a transfer of development rights scheme or cluster development arrangement or otherwise.

**K. Mitigation.** There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirements under 33 USC Section 1344 or NCGS §143-214.11 or any successor or replacement provision of the foregoing.

#### **ARTICLE IV. ENFORCEMENT AND REMEDIES**

**A. Enforcement and Remedies.** To accomplish the purpose(s) of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Easement Area that is inconsistent with the purpose(s) of this Conservation Easement, and to require the prompt restoration to the condition required by this Conservation Easement of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the

attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Easement Area; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunction or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Contract under which this Conservation Easement was obtained.

**B. Access for Inspection and Right of Entry.** Grantee shall have the right, by and through their agents and employees, to enter the Property to inspect the Property for compliance with this Conservation Easement at all reasonable times and with prior notice and, if necessary, cross other lands retained by the Grantor for the purposes of (1) inspecting the Property to determine if the Grantor is complying with the covenants and purpose(s) of this Conservation Easement; (2) enforcing the terms of this Conservation Easement; (3) taking any and all actions with respect to the Property as may be necessary or appropriate with or without order of the Court, to remedy or abate violations hereof; and (4) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by the Grantor.

**C. Termination and Proceeds of Property Rights Created.** This Conservation Easement gives rise to a property right that is immediately vested in the Grantee at the time of recordation, with a fair market value that is equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole on the date of the recording of this Conservation Easement. This proportionate value shall remain constant.

1. Eminent Domain. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee and the Fund, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Property, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. As allowed by NCGS §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein.

Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement. For the purposes of determining any distribution of proceeds pursuant to this section, Grantor's proportionate contribution to the purchase price shall be deemed to be [redacted]%, and Grantee's proportionate contribution to the purchase price shall be deemed to be [redacted]%.

2. **Changed Conditions.** If a subsequent, unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the purpose(s) of this Conservation Easement as set forth herein, and the Conservation Easement is extinguished by judicial proceeding, the Grantee, its successor and assigns, shall be entitled to a portion of the proceeds of any sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding according to Grantee's proportional interest in the value of the Property as determined under Treasury Regulations §1.170A-14(g)(6)(ii) or any successor regulation. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Property, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. As allowed by NCGS §146-30(a), Grantee shall use its share of the Proceeds of Sale in a manner consistent with the purpose(s) of the Conservation Easement as set forth herein. Notwithstanding the foregoing, all Proceeds of Sale shall be distributed among the Parties according to each Party's respective contribution to the purchase price of the Property and this Conservation Easement. For the purposes of determining any distribution of proceeds pursuant to this section, Grantor's proportionate contribution to the purchase price shall be deemed to be [redacted]%, and Grantee's proportionate contribution to the purchase price shall be deemed to be [redacted]%.

**D. Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area resulting from the acts of third parties not authorized by Grantor, or from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, property damage or harm to the Easement Area resulting from such causes.

**E. Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

**F. No Waiver.** Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

## ARTICLE V. TITLE

The Grantor covenants and represents and warrants (i) that the Grantor is the sole owner and is seized of the Property and Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; (ii) that there is legal access to the Property and the Easement Area, (iii) that the

Property and Easement Area are free and clear of any and all encumbrances, except those permitted exceptions outlined below, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; (iv) that Grantor shall defend its title against the claims of all persons whomsoever; and (v) that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement.

## **ARTICLE VI. MISCELLANEOUS**

**A. Stewardship of the Conservation Easement.** Pursuant to the terms of the Grant Contract and any contract for stewardship of the Easement Area entered into pursuant to the Grant Contract, the Southern Appalachian Highlands Conservancy will monitor and observe the Easement Area in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Contract, and that it will report on the condition of the Easement Area, or provide for such reporting to the State and the Fund no less frequently than once a year; and further will report immediately to the State and the Fund any observed and/or known violations of this Conservation Easement or the Grant Contract. The Parties acknowledge that the associated stewardship monies awarded under the Grant Contract are administered pursuant to NCGS §143B-135.236 which establishes the North Carolina Conservation Easement Endowment Fund, or any successor law, and the internal policies and procedures of the Fund, and that the Southern Appalachian Highlands Conservancy's obligation to monitor the Easement Area at any given time is contingent on the availability of said stewardship funds. Further, the Parties acknowledge that this obligation to monitor the Easement Area is assignable provided such assignment is made with the prior written approval of the Fund and evidenced by a written instrument signed by the Parties thereto and recorded in the Office of the Register of Deeds of Buncombe County. Provided further, that any such assignment of the Southern Appalachian Highlands Conservancy's obligation to monitor the Easement Area shall include a right of entry onto the Property and the Easement Area for the assignee of said monitoring obligation, and shall require the monitoring to be carried out in accordance with and subject to NCGS §143B-135.236 or any successor law, and the Fund's internal stewardship policies and procedures. The Parties specifically acknowledge that neither the Southern Appalachian Highlands Conservancy's obligation to monitor the Easement Area, nor its assignment of said obligation, shall have any effect on the rights and obligations of the Grantee of this Conservation Easement. Further, the Parties covenant that the obligation to provide monitoring of the Easement Area will survive any transfer of Grantor's fee interest in the Property.

**B. Subsequent Transfers of the Fee.** Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof including the Easement Area, to notify the Grantee and the Fund in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien, upon or with respect to the Property, without disclosing to the prospective buyer the Conservation Easement, the obligations of the Property owner and limitations on use of the Property

**C. Subsequent Transfers of the Conservation Easement.** The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will

be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "Code") that is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, a qualified holder as that term is defined in the Act or any successor statute, and a qualified grant recipient pursuant to N.C.G.S. Chapter 143B, Article 2, Part 41. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the purpose(s) of the Conservation Easement that the contribution was originally intended to advance as set forth herein, but acknowledge specifically that any transfer or assignment of the Conservation Easement shall have no effect on the Southern Appalachian Highlands Conservancy's obligation to provide stewardship of the Conservation Easement as set forth in this Article VI.

**D. Existing Responsibilities of Grantor and Grantee Not Affected.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation to the Grantor as owner of the Property, which includes the Easement Area. Among other things, this shall apply to:

1. **Taxes.** The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, the Grantor will reimburse the Grantee for the same.
2. **Upkeep and Maintenance.** The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, including the Easement Area, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.
3. **Liability and Indemnification.** If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, including the Easement Area, the Grantor shall indemnify and reimburse the Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless the Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage.

**E. Conservation Purpose.** Grantor and Grantee, for itself, its successors and assigns, agree that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Contract, this Conservation Easement and as specified in Section 170(h)(4)(A) of the Code. Further, this Conservation Easement shall be construed to promote the purposes of the Act and such purposes of this Conservation Easement as are defined in Section 170(h)(4)(A) of the Code.

**F. Recording.** Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Buncombe County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.

**G. Notices.** Any notices shall be sent by registered or certified mail, return receipt requested, to the parties at their addresses shown below:

If to Grantee:  
The Southern Appalachian Highlands Conservancy  
34 Wall Street, Suite 502  
Asheville, NC 28801

If to Owner:  
The Town of Weaverville  
30 South Main Street  
Weaverville, NC 28787

**H. Amendments.** Grantor and Grantee, or their successors in interest in the Property, are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purpose(s) of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Buncombe County, North Carolina.

**I. Environmental Condition of the Property.** The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith; (c) that there is no environmental condition existing on the Property or the Easement Area that may prohibit or impede use of the Property or the Easement Area for the purpose(s) set forth herein; and (d) the Grantor will not allow such uses or conditions.

**J. Indemnity.** The Grantor agrees to the fullest extent permitted by law, to protect, indemnify and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of hazardous substance, waste or other regulated material in, on or under the Property.

**K. Entire Agreement.** The Recitals set forth above and the exhibits, if any, attached hereto are incorporated herein by reference. This instrument, including the Grant Contract incorporated by reference herein, sets forth the entire agreement of the Parties with respect to the Project and supersedes all prior discussions, negotiations, understandings or agreements relating to the Project. To the extent that this Conservation Easement is in conflict with the Grant Contract, the terms of the Conservation Easement shall control.

**M. Interpretation.** This Conservation Easement shall be construed and interpreted under the laws of the State and the United States, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. The normal rule of construction of ambiguities against the drafting party shall not apply in the interpretation of this Conservation Easement. Further, this Conservation Easement shall be construed to promote the purposes of the Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, and such conservation purposes as are define in Section 170(h) (4) (A) of the Code. If any provision of this Conservation Easement is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

**N. Parties.** Every provision of this Conservation Easement that applies to the Grantor or to the Grantee shall likewise apply to their respective heirs, executors, administrators, successors and assigns.

**O. No Extinguishment through Merger.** The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property and Easement Area. Further, the Parties agree that should Grantee, or any successor in interest to Grantee, acquire title to all or a portion of the fee interest in the Property subject to this Conservation Easement, (i) said owner shall observe and be bound by the obligations and the restrictions imposed upon the Property by this Conservation Easement, and (ii) this Conservation Easement shall not be extinguished through the doctrine of merger in whole or in part in view of the public interest in its enforcement.

**P. Subsequent Liens.** No provisions of this Conservation Easement shall be construed as impairing the ability of Grantor to use this Property for collateral for borrowing purposes, provided that any mortgage or lien arising there from shall be subordinated to this Conservation Easement.

**Q. Gender.** The designations Grantor, Grantee, State and Fund, as used herein shall include the Parties, their heirs, administrators, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as the context may require.

**R. Headings.** The headings of the various sections of this Conservation Easement have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Conservation Easement.

**TO HAVE AND TO HOLD** unto the State by and through the Fund, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

[See next page for signatures and notary acknowledgement]

**IN WITNESS WHEREOF**, Grantor and Grantee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, the day and year first above written.

**GRANTOR:  
THE TOWN OF WEAVERVILLE**

[Corporate Seal]

**BY:** \_\_\_\_\_  
**NAME:** Dottie Sherrill  
**TITLE:** Mayor

**ATTEST:**

\_\_\_\_\_  
**Selena Coffey, Town Clerk**

**NORTH CAROLINA  
BUNCOMBE COUNTY**

I, the undersigned Notary Public, do hereby certify that Dottie Sherrill personally came before me this date and acknowledged that she is the Mayor of the Town of Weaverville, a local municipality, and that by authority duly given and as the act of the corporation, the foregoing document was signed in its name by Dottie Sherrill, its Mayor, sealed with its corporate seal and attested by herself as its Mayor. Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_, Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STAMP/SEAL

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Being all that tract of land containing 313.7~~15~~ acres, more or less, located in Reems Creek Township, Buncombe County, North Carolina, as shown on a plat entitled "Survey of a Conservation Easement for ~~the~~ Southern Appalachian Highlands Conservancy and ~~the~~ NC Clean Water Management Trust Fund" prepared by McMahan & Associates, P.A., dated ~~March 20~~, 2017, duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book ~~172~~ Page ~~200~~, reference to which said plat is hereby made for a more particular description of the property shown thereon, and being the same property described in Deed Book 204 at Page 5, Buncombe County Registry.

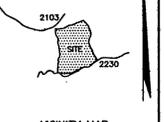
**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

Being that tract of land containing ~~309.87340.39~~ 309.87340.39 acres, more or less, located in Reems Creek Township, Buncombe County, North Carolina, labeled "309.87340.39 Acre Conservation Easement ~~Area~~" as shown on a plat entitled "Survey of a Conservation Easement for Southern Appalachian Highlands Conservancy and ~~the~~ NC Clean Water Management Trust Fund" prepared by McMahan & Associates, P.A., for the NC Clean Water Management Trust Fund dated March 20\_\_\_\_\_, 2017, duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 172\_\_\_ Page 200\_\_\_, reference to which said plat is hereby made for a more particular description of the property shown thereon.

REVISED JULY 8, 2016 TO ORIENT SUBJECT PROPERTY TO THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, AND TO CREATE A 309.87 ACRE CONSERVATION EASEMENT.

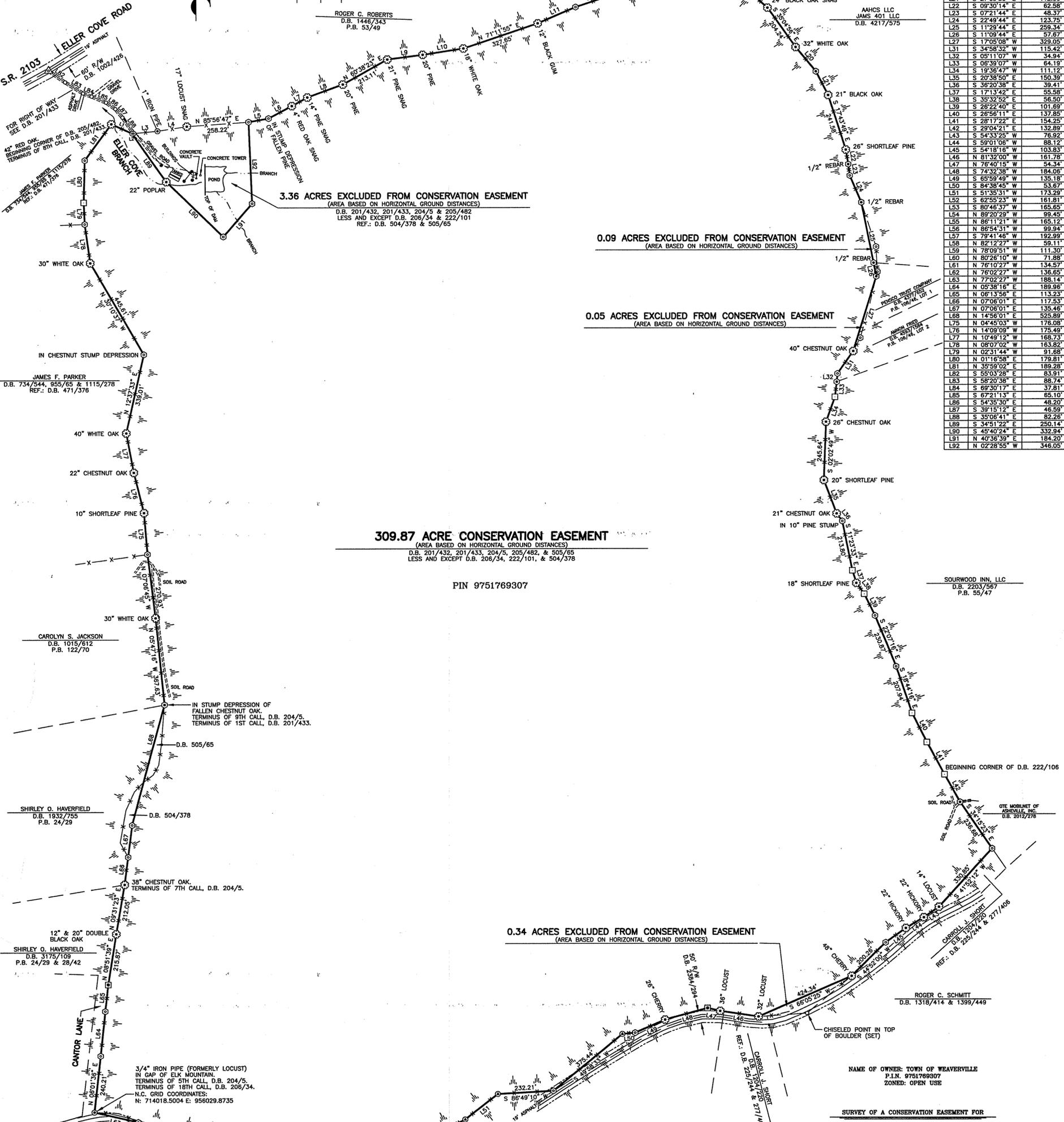
LEGEND

- CONSERVATION EASEMENT BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- PLANTED STONE (FOUND)
- IRON PIPE (FOUND) AS NOTED
- 5/8" REBAR (FOUND) UNLESS OTHERWISE NOTED
- 1/2" IRON ROD (FOUND)
- NAIL (FOUND)
- 1/2" REBAR (SET)
- MASONRY NAIL (SET)
- TREE (DIAMETER & SPECIES AS NOTED)
- FENCE POST
- UNMARKED POINT
- UTILITY POLE WITH OVERHEAD LINES
- FENCE
- RIDGE



Doc ID: 031015150001 Type: CRP  
 Recorded: 03/29/2017 at 11:57:48 AM  
 Fee Amt: \$21.00 Page 1 of 1  
 Jurisdiction: 003040008-0001  
 Buncombe County, NC  
 Drew Reisinger Register of Deeds  
 Bk 172 Pg 200

N.C. GRID NORTH - NAD 83(2011)  
 ALL LINE LENGTHS ARE GRID DISTANCES  
 COMBINED FACTOR IS 0.999735



LINE	BEARING	DISTANCE
L1	S 65°16'16\"/>	95.61'
L2	N 84°36'28\"/>	7.00'
L3	N 84°36'28\"/>	99.97'
L4	N 80°59'24\"/>	123.50'
L5	N 79°43'13\"/>	84.79'
L6	N 61°27'30\"/>	109.90'
L7	N 61°00'14\"/>	74.26'
L8	N 69°59'47\"/>	157.84'
L9	N 82°23'09\"/>	148.36'
L10	N 81°08'46\"/>	172.05'
L11	N 86°24'48\"/>	172.53'
L12	N 71°20'56\"/>	133.49'
L13	N 73°12'33\"/>	168.22'
L14	N 71°35'27\"/>	104.46'
L15	N 65°12'42\"/>	113.94'
L16	N 64°39'00\"/>	90.25'
L17	S 11°35'04\"/>	18.46'
L18	S 41°18'10\"/>	112.60'
L19	S 48°07'11\"/>	176.86'
L20	S 39°23'35\"/>	132.36'
L21	S 27°09'50\"/>	112.06'
L22	S 09°59'14\"/>	82.58'
L23	S 07°21'44\"/>	48.37'
L24	S 22°49'44\"/>	123.75'
L25	S 11°29'44\"/>	259.34'
L26	S 11°09'44\"/>	37.67'
L27	S 17°05'08\"/>	329.05'
L31	S 34°58'32\"/>	115.42'
L32	S 05°11'07\"/>	34.94'
L33	S 06°39'07\"/>	64.19'
L34	N 38°36'47\"/>	111.12'
L35	S 20°38'50\"/>	150.35'
L36	S 36°20'38\"/>	39.41'
L37	S 17°13'42\"/>	55.58'
L38	S 35°32'52\"/>	56.50'
L39	S 26°22'40\"/>	101.69'
L40	S 26°56'11\"/>	137.85'
L41	S 28°17'22\"/>	154.25'
L42	S 29°04'21\"/>	132.89'
L43	S 54°33'25\"/>	76.92'
L44	S 59°01'06\"/>	88.16'
L45	S 54°18'16\"/>	103.83'
L46	N 81°32'00\"/>	161.78'
L47	N 76°40'15\"/>	54.34'
L48	S 74°32'38\"/>	184.06'
L49	S 65°59'49\"/>	135.18'
L50	S 84°38'45\"/>	53.67'
L51	S 51°35'31\"/>	173.29'
L52	S 62°55'23\"/>	161.81'
L53	S 80°46'37\"/>	165.65'
L54	N 89°20'29\"/>	99.45'
L55	N 86°11'21\"/>	165.12'
L56	N 86°54'31\"/>	99.94'
L57	S 79°41'48\"/>	192.99'
L58	N 82°12'27\"/>	58.11'
L59	N 78°05'21\"/>	111.30'
L60	N 80°26'10\"/>	71.88'
L61	N 76°10'27\"/>	134.57'
L62	N 76°02'27\"/>	136.65'
L63	N 77°02'27\"/>	188.14'
L64	N 05°38'16\"/>	189.95'
L65	N 06°13'56\"/>	113.23'
L66	N 07°06'01\"/>	117.53'
L67	N 07°06'01\"/>	135.48'
L68	N 14°56'01\"/>	525.89'
L75	N 04°45'03\"/>	178.08'
L76	N 14°09'09\"/>	175.49'
L77	N 10°49'12\"/>	168.73'
L78	N 08°07'02\"/>	163.82'
L79	N 02°31'44\"/>	91.68'
L80	N 01°16'58\"/>	179.81'
L81	N 35°58'02\"/>	189.28'
L82	S 55°03'28\"/>	83.91'
L83	S 58°20'38\"/>	88.74'
L84	S 69°30'17\"/>	37.81'
L85	S 67°21'13\"/>	65.10'
L86	S 54°35'30\"/>	48.20'
L87	S 39°15'12\"/>	46.59'
L88	S 35°08'41\"/>	82.26'
L89	S 34°51'22\"/>	250.14'
L90	S 45°40'24\"/>	332.94'
L91	N 40°36'39\"/>	184.20'
L92	N 02°28'55\"/>	346.05'

**3.36 ACRES EXCLUDED FROM CONSERVATION EASEMENT**  
 (AREA BASED ON HORIZONTAL GROUND DISTANCES)  
 D.B. 201/432, 201/433, 204/5 & 205/482  
 LESS AND EXCEPT D.B. 206/34 & 222/101  
 REF.: D.B. 504/378 & 505/65

**0.09 ACRES EXCLUDED FROM CONSERVATION EASEMENT**  
 (AREA BASED ON HORIZONTAL GROUND DISTANCES)

**0.05 ACRES EXCLUDED FROM CONSERVATION EASEMENT**  
 (AREA BASED ON HORIZONTAL GROUND DISTANCES)

**309.87 ACRE CONSERVATION EASEMENT**  
 (AREA BASED ON HORIZONTAL GROUND DISTANCES)  
 D.B. 201/432, 201/433, 204/5, 205/482, & 505/65  
 LESS AND EXCEPT D.B. 206/34, 222/101, & 504/378

PIN 9751769307

**0.34 ACRES EXCLUDED FROM CONSERVATION EASEMENT**  
 (AREA BASED ON HORIZONTAL GROUND DISTANCES)

Gillian Phillips, REVIEW OFFICER OF BUNCOMBE COUNTY,  
 CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED  
 MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 DATE: 3/29/2017  
 G. Phillips  
 REVIEW OFFICER



I HEREBY CERTIFY TO THE FOLLOWING:  
 1. THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS  
 THE RECOMBINATION OF EXISTING PARCELS, A COURT-  
 ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION  
 OF SUBDIVISION.  
 THE LOCATION OF THE SUBJECT PROPERTY HAS BEEN CHECKED  
 AGAINST AREA FIRM MAPS AND INFORMATION PROVIDED BY THE  
 FEDERAL EMERGENCY MANAGEMENT AGENCY AND IS NOT LOCATED IN  
 A SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD).  
 MAP NUMBER: 3700975100J  
 EFFECTIVE DATE: APRIL 3, 2012

AN RTN/VRS GPS SITE CALIBRATION WAS CONDUCTED TO DETERMINE  
 ORTHOMETRIC HEIGHTS AND TO ESTABLISH HORIZONTAL CONTROL.  
 THE HORIZONTAL SITE CALIBRATION AND THE VERTICAL SITE CALIBRATION  
 ARE RELATIVE TO THE FOLLOWING STATIONS:  
 N.689,519.850' E.982,238.460' ELEV.2,236.377' BUN 31  
 N.697,162.040' E.944,273.290' ELEV.2,088.510' WEAVER  
 N.755,889.110' E.975,443.100' ELEV.2,205.300' BARNARDVILLE AZ  
 N.714,344.360' E.958,878.350' ELEV.3,519.000' BUZZARD  
 N.738,098.190' E.945,061.490' ELEV.2,115.330' BUN15  
 N.777,485.510' E.955,164.000' ELEV.2,320.300' LITTLE IVY

I, BOBBY G. McMAHAN, CERTIFY THAT THIS PLAT WAS DRAWN  
 UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER  
 MY SUPERVISION, DEED DESCRIPTION RECORDED IN DEED BOOK SEE  
 PAGE PLAT, PLAT BOOK, PAGE, THAT THE RATIO OF  
 PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS  
 PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.  
 WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL  
 THIS 20th DAY OF MARCH, A.D. 2017  
 SURVEYOR: Bobby G. McMah  
 REGISTRATION NUMBER: 2475

**SOUTHERN APPALACHIAN  
 HIGHLANDS CONSERVANCY  
 AND  
 NC CLEAN WATER  
 MANAGEMENT TRUST FUND**

GRANT CONTRACT # 2015-072

REEMS CREEK TOWNSHIP  
 BUNCOMBE COUNTY  
 NORTH CAROLINA

McMAHAN & ASSOCIATES, P.A. (C-319)  
 P.O. BOX 1296  
 WEAVERVILLE, N.C. 28787  
 828-645-5554  
 JOB NO. 12-3969 A  
 E:\R14DWG\3899A.DWG

SCALE: 1" = 200'  
 DATE: SEPTEMBER 27, 2012  
 REVISED: JULY 8, 2016  
 REVISED: JANUARY 2017  
 REVISED: MARCH 20, 2017

FILED FOR REGISTRATION ON THE 29 DAY OF March, 2017  
 AT 11:30 CLOCK A.M., AND RECORDED IN Bk 172 Pg 200  
 Buncombe County Register of Deeds  
 BY: Cathy B. Calkins DEPUTY

172/200

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 17<sup>th</sup>, 2017

**Subject:** Request for Water Line Extension  
Serving up to 7 residential single family lots/ homes  
Located at and behind 44 Central Avenue  
PIN: 9742-27-0093 & 9742-27-2247

**Presenter:** Tony Laughter, Public Works Director  
John Stewart Ray/ Agent for Owner  
Bulls Bay LLC  
196 Bent Tree Road  
Asheville NC 28803  
828-776-9714

**Attachments:** Yes  
#1. Applicant Site Map  
#2. Application for Commitment Letter  
#3. Commitment Letter Application Response Letter

**Description:** Outparcel which requires an extension of the Weaverville Water System to provide water service. Applicant requests 1750 gallons per day with a peak of 56 gpm. Applicant can be Served by a 2" Water Main Extension onto the property. Extension must be engineered and meet Town of Weaverville And NCDEQ Public Water Supply Approval.

**Action Requested:** Council discussion and decision on commitment.

TOWN OF WEAVERVILLE  
WATER DEPARTMENT



APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: BULLS BAY LLC  
ADDRESS: 190 BENT TREE RD  
ASHEVILLE NC 28803

PROJECT NAME: 44 CENTRAL  
LOCATION: 44 CENTRAL AVE

PHONE NUMBER: 828-776-9714  
JOHN STUART RAY  
AGENT FOR OWNER

PIN NUMBER: 9742-270093  
9742-272247  
ELEVATION: \_\_\_\_\_

TYPE OF SERVICE:

- RESIDENTIAL
  - SINGLE FAMILY HOME
  - TWO FAMILY \_\_\_\_\_ NUMBER OF BUILDINGS
  - MULTI-FAMILY \_\_\_\_\_ NO. OF BUILDINGS \_\_\_\_\_ UNITS PER BUILDING
  - RESIDENTIAL SUBDIVISION 7 NO. OF LOTS
- COMMERCIAL
  - SINGLE COMMERCIAL BUILDING
  - UNIFIED BUSINESS DEVELOPMENT \_\_\_\_\_ NO. OF BUILDINGS  
\_\_\_\_\_ NO. OF UNITS
- INDUSTRIAL
  - SANITARY FACILITIES ONLY
  - SANITARY & INDUSTRIAL PROCESS WATER
- OTHER
  - FIRE SPRINKLER SYSTEM
  - IRRIGATION SYSTEM

44 has 120

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 56  
MAXIMUM GALLONS PER DAY 1750  
ANTICIPATED DATE OF SERVICE \_\_\_\_\_

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I JOHN STUART RAY JR understand that the processing fee of \$35.00, paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature [Signature]

Date 3-16-17



March 28, 2017

Bulls Bay LLC  
Attention: Mr. John Stuart Ray /Owner Agent  
196 Bent Tree Rd.  
Asheville, NC 28801  
828-776-9714

Water Commitment Letter Application for  
44 Central Avenue PIN No. 9742-27-2247  
and adjoining 2.74+- acre parcel PIN No.  
9742-27-0093 Weaverville, NC 28787  
Proposed to be combined for development.

Your request for municipal water service extension to the proposed 7 Unit Residential Subdivision located at 44 Central Avenue and adjoining 2.74+- acre parcel, Weaverville NC 28787, PIN NO: 9742-27-2247 and 9742-27-0093 requires submittal to the Town of Weaverville Town Council for water line extension approval in accordance with Weaverville Water Policies and Procedures SECTION 2.4 EXTENSION AGREEMENT, Sub Section 2.4.3 Approval/Disapproval. I suggest you review the policies and procedures available online at [www.weavervillenc.org](http://www.weavervillenc.org) to gain understanding of our Towns process.

As a courtesy to you I will place your Commitment Letter request on the April 17<sup>th</sup>, 2017 Town Council Regular Scheduled Meeting Agenda. The meeting is at 6:00 PM and held at the Weaverville Town Hall Council Chambers, 30 South Main Street. Please be prepared to present your request thoroughly and in detail to assist council in the consideration of your proposed water line extension. If you are unable to present at the April 17<sup>th</sup> meeting, the next Town Council scheduled meeting is May 15<sup>th</sup>, 2017 at 6:00 PM. Please let me know if you will not present at the April 17<sup>th</sup> meeting.

Sincerely,

Selena D. Coffey, MPA, ICMA-CM  
Town Manager

cc: Tony Laughter, Public Works Director

SDC/tl