

TOWN OF WEAVERVILLE

AGENDA

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

**January 22, 2018 at 7:00pm
Town Council Monthly Meeting**

- 1. **Call to Order** Mayor Root
- 2. **Public Hearing: Code Amendments regarding Food Trucks CANCELLED** Mayor Root
- 3. **Public Hearing: Proposed Zoning Map Amendment for Weaverville Condos** Town Planner
- 4. **Approval / Adjustments to the Agenda** Mayor Root
- 5. **Community and/or Employee Recognition** Town Manager
 - A. Introduction of new Public Works Director and Police Chief
- 6. **Approval of Minutes** Mayor Root
 - A. December 12, 2017 Town Council Workshop Minutes
 - B. December 18, 2017 Town Council Minutes
- 7. **Consent Agenda**
 - A. Monthly Tax Report Finance Officer
 - B. Tax Refunds & Releases Finance Officer
 - C. Set Public Hearing on Zoning Text Amendment on Initial Consideration by Town Council Town Planner
 - D. Final Plat Approval: Greenwood Park Phase I Town Planner
 - E. Final Plat Approval: The Hamlet, Phase I – Portion of Reems Creek Village Town Planner
- 8. **General Public Comments**
- 9. **Discussion & Action Items:**
 - A. Action regarding Proposed Zoning Map Amendment: Weaverville Condos Town Planner
 - B. Planning Department Report Town Planner
 - C. Finance Departmental Report Finance Officer
 - D. Budget Amendment Finance Officer
 - E. Waterline Extension & Allocation Request: Weaverville Condos Public Works Director
 - F. Authorization to Execute Consulting Agreement with Withers-Ravenel-Martin Town Manager
- 10. **Town Manager's Report** Town Manager
- 11. **Closed Session** Mayor Root
 - 1. N.C.G.S. § 143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body
 - 2. N.C.G.S. § 143-318.11(a)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body...
- 12. **Adjournment** Mayor Root

Notice of Public Hearing Cancellation

This notice is to inform the public that a public hearing before Town Council related to a proposed amendment to the zoning code regarding additional standards placed upon mobile food vendors scheduled for Monday, January 22, 2018, at 7:00 p.m. within Council Chambers at Town Hall, has been CANCELLED.

This notice is for your information only and no response or action is required. If you would like additional information you may contact Planning Director and Deputy Town Clerk James Eller at 828-484-7002 or jeller@weavervillenc.org.



Al Root, Mayor

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: January 22, 2018
SUBJECT: Zoning Map Amendment
PRESENTER: Town Planner
ATTACHMENTS: Notice of Public Hearing
Planning and Zoning Board Recommendation
Application and Supporting Documentation

DESCRIPTION/SUMMARY OF REQUEST:

HFW Endeavors is the owner of three adjacent parcels of land under common ownership bearing parcel identification numbers 9733-70-0398, 9733-70-0050, and 9732-79-2660, and which are designated as three separate zoning districts (R-3, C-2, and I-1). The Town has received a zoning map amendment application from HFW Endeavors requesting that the zoning of the three adjacent parcels of land be changed to R-12.

On January 2, 2018, the Town's Planning and Zoning Board reviewed the application for zoning map amendment and voted to forward a favorable recommendation on an R-12 zoning designation for the three parcels.

This public hearing has been scheduled pursuant to Town Code and state statute to provide an opportunity for the public to provide input on this zoning map amendment.

NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the Town of Weaverville Town Council will hold a Public Hearing on Monday, January 22, 2017 at 7:00p.m or at such time as Council reaches the issue. This meeting will occur within Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC to consider the following item:

Proposed Zoning Map Amendment related to three contiguous parcels of land adjacent to Monticello Road known commonly by the parcel identification numbers 9733-70-0398, 9733-70-0050 and 9732-79-2660. The application calls for the rezoning of each property from I-1, R-3 and C-2 respectively to R-12.

If you would like additional information or to review the content related to the Public Hearing you may contact Town Planner and Deputy Town Clerk James Eller at 828-484-7002 or jeller@weavervillenc.org.

Publication Dates: 1/11/18 and 1/18/18



**Town of Weaverville
Planning and Zoning Board**

On Monday January 2, 2018 the Planning and Zoning Board reviewed and recommended to Town Council the attached proposed rezoning of three contiguous parcels of land adjacent to Monticello Road known commonly by the parcel identification numbers 9733-70-0398, 9733-70-0050 and 9732-79-2660. The application calls for the rezoning of each property from I-1, R-3 and C-2 respectively to R-12.

Said recommendation passed via a vote of 3- 2 with Chairman Theroux, Vice Chairman Burge and Board Member Cordell voting in favor. Board Members Osborne and Stanz cast the dissenting votes.

It has been found that the proposed rezoning is consistent with the Town's Comprehensive Plan and Chapter 36 – Zoning. The Planning and Zoning Board considers approval both reasonable and in the public interest due to uses present within the zoning district and on adjacent properties.

A handwritten signature in black ink, which appears to read "Doug Theroux", is written over a horizontal line.

**Doug Theroux
Chairman, Planning and Zoning Board**

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

OWNER/APPLICANT NAME: HFW Endeavors

APPLICATION DATE: 11/15/2017

PHONE NUMBER: 704-377-6224

MAILING ADDRESS: 700 East Morehead Street,
Suite 100B, Charlotte, NC 28202

Application is made to the Town Council of Weaverville to amend:

The Zoning Map

The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: Northcrest Road

PIN: 9733-70-1422; 9733-70-0050; 9732-79-2660

LOT AREA (acres): 3.19; 3.47; 2.10

CURRENT ZONING DISTRICT: I-1; R-3; C-2

PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Total acreage |
| <input checked="" type="checkbox"/> | Current owner(s) and date of survey |
| <input checked="" type="checkbox"/> | Property location relative to streets |
| <input checked="" type="checkbox"/> | North arrow |
| <input checked="" type="checkbox"/> | Existing easements, rights of way, or other restrictions on the property |
| <input type="checkbox"/> | Areas located within the floodplain |
| <input checked="" type="checkbox"/> | Natural terrain of 15% or greater grade |
| <input checked="" type="checkbox"/> | Adjoining property owners, addresses, and Buncombe County PINs |

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

JUSTIFICATION OF PROPOSED AMENDMENT(S):

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.

Steven G Harris MGR HFW ENDEAVORS LLC 11.16.17
SIGNATURE OF APPLICANT DATE

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Zoning Ordinance and to be fully aware of the regulations detailed therein.

REZONING FEE SCHEDULE:

1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY

FEE: \$ <u>\$450</u>	DATE PAID: <u>11.17.17</u>	<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> CASH
DATE OF INTIAL COUNCIL MEETING: <u>12.19.17</u>	ACTION TAKEN:		
DATE OF PLANNING BOARD MEETING: <u>1.2.18</u>	ACTION TAKEN:		
DATE OF PUBLIC HEARING & COUNCIL DECISION: <u>1.22.18</u>	FINAL ACTION:		

THE FOLLOWING INFORMATION HAS BEEN REPRODUCED FROM THE ORIGINAL RECORDS OF THE SURVEYOR AND IS NOT A GUARANTEE OF ACCURACY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE ORIGINAL RECORDS. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE ORIGINAL RECORDS. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

Notes

1. The survey was conducted in accordance with the provisions of the North Carolina Surveying and Mapping Act of 1995, as amended.
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Abbreviation Legend

- BB BEECHWOOD
- FD FARM
- RI RIVER
- RD ROAD
- ED ELEVATION
- CL CLEAR
- CH CHANNEL
- CR CREEK
- CS CULVERT
- CU CURB
- CA CANAL
- CB CANAL BANK
- CC CANAL CHANNEL
- CD CANAL DITCH
- CE CANAL ELEVATION
- CF CANAL FLOW
- CG CANAL GRADE
- CH CHANNEL
- CI CANAL INLET
- CJ CANAL JUNCTION
- CK CANAL KICK
- CL CANAL LIFT
- CM CANAL MOUND
- CN CANAL NEST
- CO CANAL OUTFALL
- CP CANAL POND
- CQ CANAL QUARRY
- CR CANAL RACE
- CS CANAL SILL
- CT CANAL TROUGH
- CU CANAL UNDERPASS
- CV CANAL VALVE
- CW CANAL WALL
- CX CANAL CROSSING
- CY CANAL YARD
- CZ CANAL ZONE

Boundary and Topographic Survey
 of Property Owned by
HFW ENDEAVORS, LLC

REFERENCES
 PLS 1/17/2020
 PLS 2/23/2020
 PLS 3/23/2020
 PLS 4/23/2020

DEED BOOK 288 PAGE 281
 PORTION OF PLAT BOOK 51 PAGE 162

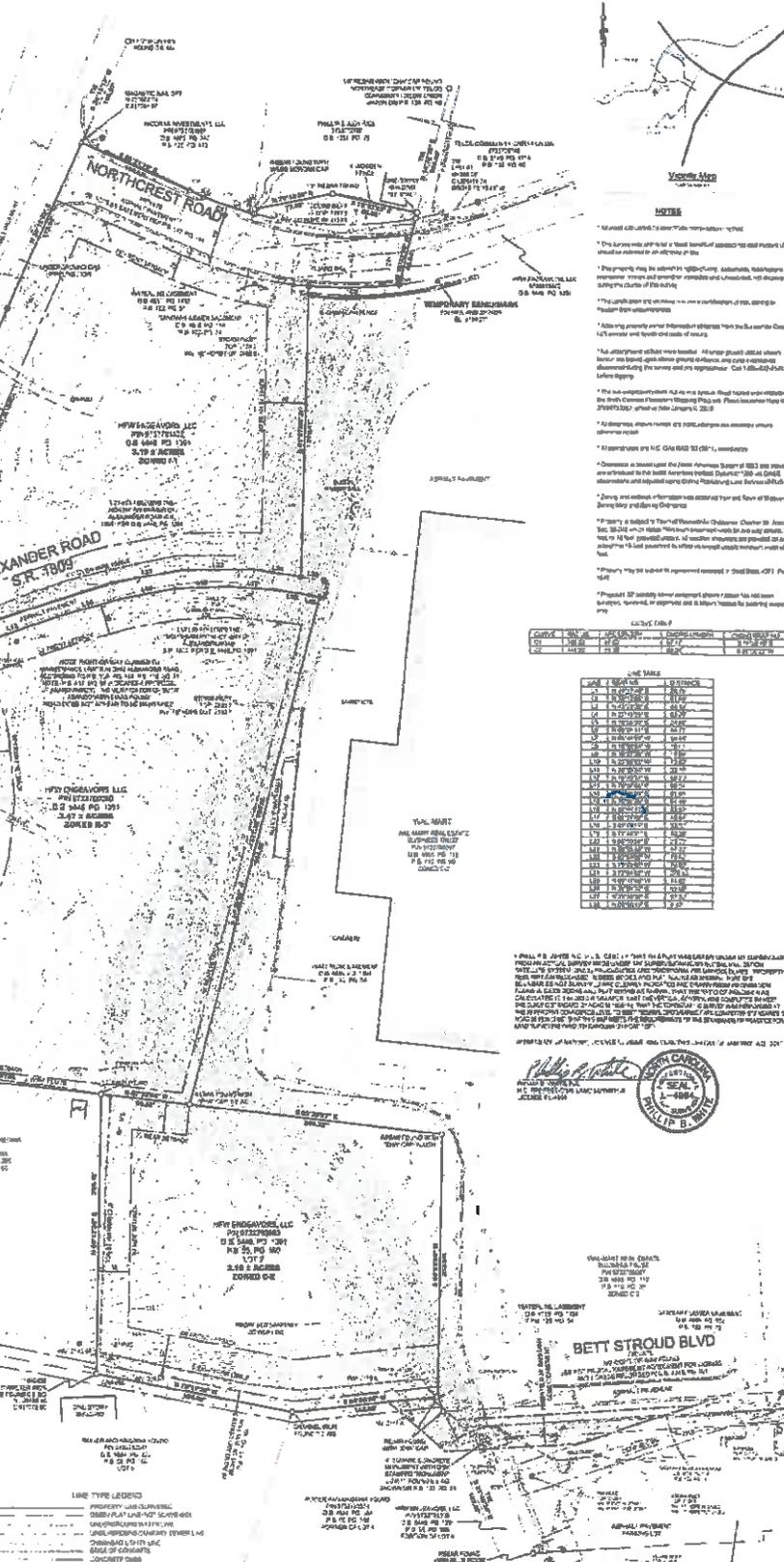
Town of Matthews, Wake County, North Carolina
 DATE OF FIELD WORK: 1/20/2020 BY: PWS
 JOB # 18290

Philip B. White, PLS
 Ed Holmes & Associates Land Surveyors, PA
 200 Roper's Cove, Suite 216, Matthews, NC 28105
 Company License # C-2928
 ETR 223 4362

LINE TYPE LEGEND

- PROPERTY LINE SURVEYING
- DEED-PLAT LINE-10' SURVEY
- DEED-PLAT LINE-20' SURVEY
- DEED-PLAT LINE-30' SURVEY
- DEED-PLAT LINE-40' SURVEY
- DEED-PLAT LINE-50' SURVEY
- DEED-PLAT LINE-60' SURVEY
- DEED-PLAT LINE-70' SURVEY
- DEED-PLAT LINE-80' SURVEY
- DEED-PLAT LINE-90' SURVEY
- DEED-PLAT LINE-100' SURVEY
- DEED-PLAT LINE-120' SURVEY
- DEED-PLAT LINE-150' SURVEY
- DEED-PLAT LINE-200' SURVEY
- DEED-PLAT LINE-250' SURVEY
- DEED-PLAT LINE-300' SURVEY
- DEED-PLAT LINE-400' SURVEY
- DEED-PLAT LINE-500' SURVEY
- DEED-PLAT LINE-600' SURVEY
- DEED-PLAT LINE-700' SURVEY
- DEED-PLAT LINE-800' SURVEY
- DEED-PLAT LINE-900' SURVEY
- DEED-PLAT LINE-1000' SURVEY

SCALE 1" = 60'



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Curve Data

Curve No.	Stationing	Radius	Delta	Chord	Offset
1	1+00.00	100.00	30.00	100.00	10.00
2	2+00.00	100.00	30.00	100.00	10.00
3	3+00.00	100.00	30.00	100.00	10.00
4	4+00.00	100.00	30.00	100.00	10.00
5	5+00.00	100.00	30.00	100.00	10.00
6	6+00.00	100.00	30.00	100.00	10.00
7	7+00.00	100.00	30.00	100.00	10.00
8	8+00.00	100.00	30.00	100.00	10.00
9	9+00.00	100.00	30.00	100.00	10.00
10	10+00.00	100.00	30.00	100.00	10.00

LINE TABLE

Station	Distance	Angle	Chord	Offset
1+00.00	100.00	30.00	100.00	10.00
2+00.00	100.00	30.00	100.00	10.00
3+00.00	100.00	30.00	100.00	10.00
4+00.00	100.00	30.00	100.00	10.00
5+00.00	100.00	30.00	100.00	10.00
6+00.00	100.00	30.00	100.00	10.00
7+00.00	100.00	30.00	100.00	10.00
8+00.00	100.00	30.00	100.00	10.00
9+00.00	100.00	30.00	100.00	10.00
10+00.00	100.00	30.00	100.00	10.00

PHILIP B. WHITE, PLS
 Ed Holmes & Associates Land Surveyors, PA
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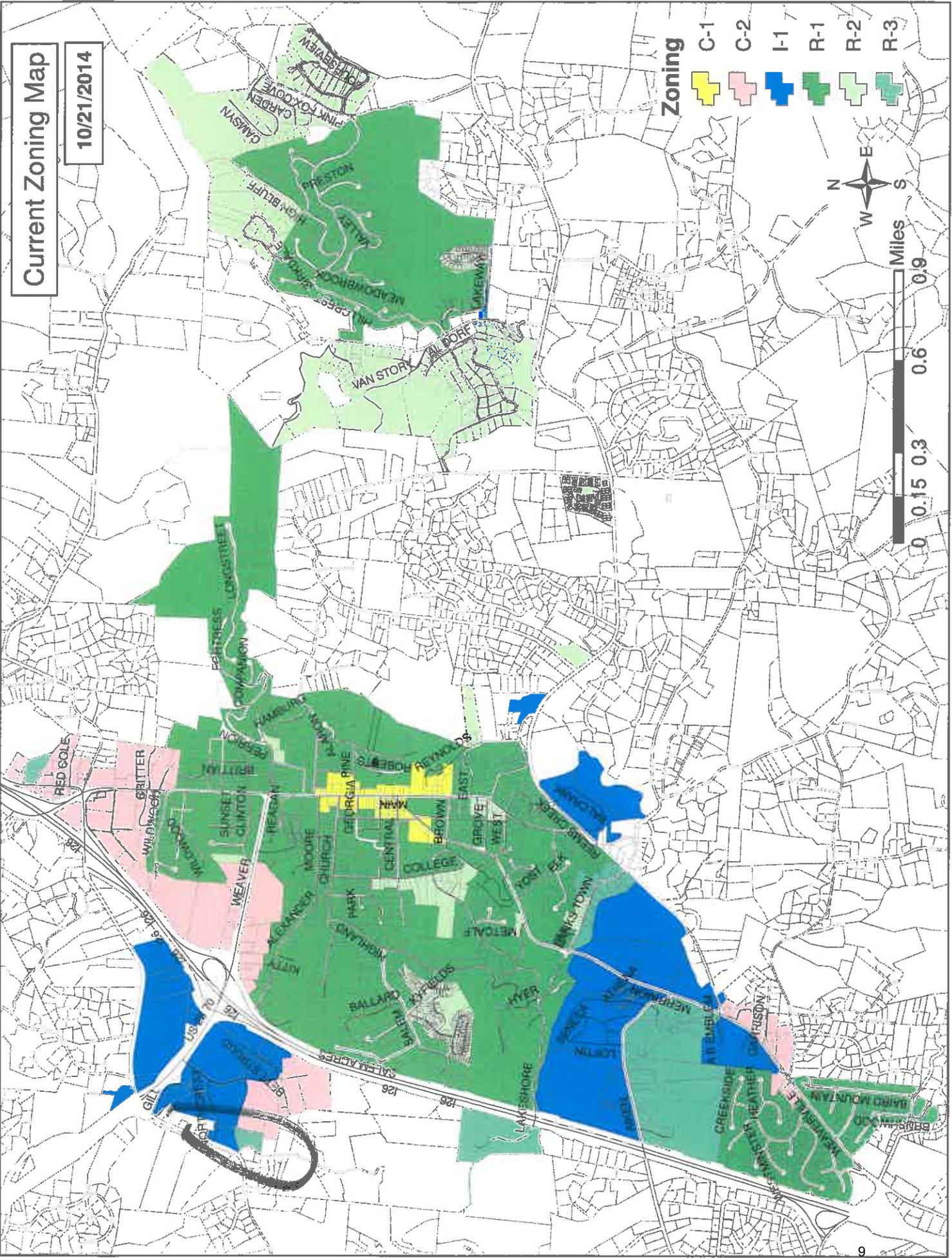
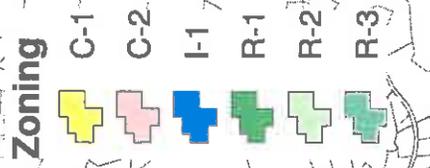
WARRANT FOR DEEDS
 Ed Holmes & Associates Land Surveyors, PA
 200 Roper's Cove, Suite 216, Matthews, NC 28105
 Company License # C-2928
 ETR 223 4362

ABSTRACT
 Ed Holmes & Associates Land Surveyors, PA
 200 Roper's Cove, Suite 216, Matthews, NC 28105
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 ETR 223 4362

Ed Holmes & Associates
 LAND SURVEYORS, PA

Current Zoning Map

10/21/2014





MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Tuesday, December 12, 2017**

The Town Council for the Town of Weaverville met for a Town Council Workshop on Tuesday, December 12, 2017, at 5:30 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council Members present were: Mayor Al Root, Vice Mayor/Councilman John Penley, Councilwoman Dottie Sherrill and Councilman Andrew Nagle. Councilman Doug Jackson and Councilman Patrick Fitzsimmons were absent.

Staff present was: Town Attorney Jennifer Jackson, Town Manager Selena Coffey, Town Clerk Derek Huninghake, Town Planner James Eller, and Finance Officer Tonya Dozier.

1. Call to Order

Mayor Al Root called the workshop to order at 5:36pm.

2. Town Council Meetings Date and Schedule

Mayor Al Root mentioned that regular Town Council meetings are usually on the 3rd Monday of each month except for the first two months of the year because of holidays. He doesn't have an issue with the meeting dates, but recommends changing the time of the meetings back to 7 pm. Mayor Root believes scheduling the meetings later will be more convenient for the Town of Weaverville citizens.

Councilman Nagle made a motion to change the time of the regular Town Council meetings to 7 pm. Councilwoman Sherrill seconded and all voted in favor of the motion.

3. Town Council Workshops Date and Schedule

Mayor Al Root mentioned that Town Council workshops are usually on the 2nd Tuesday of each odd numbered month at 5:30 pm. He recommends keeping the dates of the workshops the same, but changing the time of them and asked Council what time they thought was best.

Councilman Nagle mentioned that it is usually hard for him to make the meetings since he gets off at 6 pm, so it might be more convenient for the community if the times were later in the evening around 6:30 pm.

Councilwoman Sherrill commented that she didn't have an issue moving the time of the meeting to 6:30 pm, but would like to make sure the meetings stay on organized and on schedule.

Councilman Penley suggested changing the workshop time to 6 pm, since most people are usual getting off work around 5 pm.

Mayor Root mentioned that Town Council could change the workshop times to 6 pm at first and see if it is more convenient for the citizens of the Town, and then determine if it needs to be changed again.

Councilman Nagle made a motion to change the time of the Town Council workshops to 6 pm. Councilwoman Sherrill seconded and all voted in favor of the motion.

Mayor Root also mentioned that the workshops would be held in the Council Chambers at Town Hall and not the Fire Department.

4. Discussion/ Questions

Mayor Al Root discussed that Town Council used to do a retreat every year, which he thought was a great idea and suggests that Council bring it back. He doesn't believe that one day with Town Council by themselves will get the job done and asked Town Manager Selena Coffey to get together some dates throughout the year that will work for Council.

Councilman Nagle believes that having retreats will help Town Council establish a vision for the Town of Weaverville and keep on track with it. He thinks this will be very beneficial to new Council members in the future.

Councilman Penley commented on when the retreats would begin and whether they would be run internally or if an outside individual would run these retreats.

Town Manager Selena Coffey commented that the strategic plans need to be dynamic, so that when new member come on board, it can be updated annually. She believes that it would be beneficial to hire someone externally to facilitate the retreats.

Mayor Al Root also commented on the budget process and wondered how staff planned to go through it. He informed staff that he likes to ask questions during the budget process to help educate him, so he doesn't want them to feel insulted.

Town Manager Selena Coffey commented that she prefers to observe and analyze all the information before making any changes. However, this year she would like to implement into the departments some outcome based and performance based budgeting, work input and output methods, and gather more qualitative information that helps the community. Our department heads will see different formats for their requests, but she doesn't want it to be real labor intensive. She also wants to try and introduce some measures to show how the money is being spent and what spending the money on will improve.

5. Review and Next Steps

In review, Town Council agreed to change the meeting times for the regular Town Council meetings to 7 pm and the Town Council workshops to 6pm. Town Council recommended that the next steps will be for Town Manager and staff to figure out some open dates this year for Council to have a retreat.

6. Adjournment.

Councilwoman Sherrill made the motion to adjourn; Councilman Penley seconded and all voted to adjourn the Council's meeting at 6:06 p.m.

Derek K. Huninghake, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, December 18, 2017**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, December 18, 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 Al Root, Councilman Doug Jackson, Councilwoman Dottie Sherrill, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons. Vice Mayor/Councilman John Penley was absent.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, 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 Root called the meeting to order at 6:00 p.m.

2. Approval/Adjustments to the Agenda

Mayor Root made an adjustment on the Agenda to move item 9A, recognizing the Christmas Parade Float Winners to earlier in the meeting.

Councilwoman Sherrill made a motion to approve the agenda with the aforementioned revision. Councilman Jackson seconded and all voted in favor of the motion.

3. Christmas Parade Float Winners

Mayor Al Root recognized the Christmas Parade Float Winners. Top three places were given a trophy after the Christmas Parade. **First Place** – Flat Creek Baptist Church; **Second Place** – Rodney's Auto Service; **Third Place** – Richland Baptist Church

4. Approval of Minutes

Councilman Fitzsimmons made the motion to approve the minutes from November 20, 2017 Regular Scheduled Town Council Meeting as presented. Councilwoman Sherrill seconded the motion and all voted in favor on the approval of the minutes.

5. Consent Agenda

Councilman Nagle moved for the approval of the consent agenda. Councilwoman Sherrill seconded the motion and all voted unanimously to approve all action requested in the consent agenda.

A. Monthly Tax Report – Information Only

B. Awarding of Service Firearm and Badge to Retiring Police Chief Stephens – Upon payment of \$1.00 (provided by Councilman Jackson), Police Chief Greg Stevens was awarded his badge and service firearm.

- C. **Initial Consideration & Setting Public Hearing for Code Amendments: Food Trucks – Setting Public Hearing for January 22, 2018 at 7 pm.**
- D. **Initial Consideration & Setting Public Hearing for Zoning Map Amendments: Weaverville Condos (Behind Walmart) – Setting Public Hearing for January 22, 2018 at 7 pm.**

6. General Public Comments:

Public comments were received as follows:

Earl Valois, 42 Loftin St., commented that he attended the workshop last week and believes Town Manager Selena Coffey’s idea of going to a performance based management systems is wonderful. He has had experience in benchmarking and it is a good program, especially after several years of data is collected.

7. Public Hearing: Amendments to Code Section 25-83

Councilman Jackson 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 mentioned that on November 7th staff relayed to the Planning and Zoning Board some minor revisions to language related to the Certificate of Ownership and Dedication on final plats for major subdivisions. These dedications are necessary to be recorded on the final plat of major subdivisions in order for the jurisdiction to obtain certain infrastructure from the developer once it is ensured that the infrastructure has been built to a specific and satisfactory standard. Transitioning from “Certificate of Ownership and Dedication” to a “Certificate of Ownership and Offer of Dedication” could, perhaps, give an individual not well versed in North Carolina land use law a reservation that, even though shown on the approved final plat of a major subdivision, the infrastructure is not public. The governing board of the jurisdiction must follow the dedication with an acceptance in order for the infrastructure to become public.

Town Planner James Eller noted that the Public Hearing notice was ran in the Asheville Citizen Times on December 7, 2017 and December 14, 2017.

Councilwoman Sherrill made the motion to close the Public Hearing; Councilman Fitzsimmons seconded and all voted in favor of closing the Public Hearing.

8. Discussion and Action Items

A. Action on Amendments to Code of Ordinances Sections 25-83

Mayor Al Root asked Council what action they would like to take, since they just heard the Public Hearing and there is an Ordinance drafted.

Councilman Jackson made a motion to approve these amendments through the adoption the Ordinance amending Weaverville Town Code Section 25-83. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council.

B. FY 2017 Audit Presentation

Finance Director Tonya Dozier gave an overview on the North Carolina Financial Conditional Analysis before discussing the FY 2017 Audit. The analysis includes the General Fund and Water and Sewer Fund, and covers categories such as: dependency, liquidity, solvency, and leverage. This analysis is attached. Ms. Dozier then introduced Travis Keever of Gould Killian. Mr. Keever went through a power point presentation concerning the audit findings. The audit report was distributed.

C. Public Works & Water Departmental Report

Public Works Director Tony Laughter discussed the Public Works and Water Departments Quarterly Report for September, October and November. The report is attached below.

D. Waterline Acceptance: Greenwood Phase I & II

Public Works Director Tony Laughter discussed that the Greenwood Park LLC project has progressed with the installation of the water lines that will serve both Phase I and Phase II of Greenwood Park and those lines are ready to be accepted into the Town's water system. He is requesting that Town Council accept the waterline extension and related improvements into the Town's water system subject to stall level approval by Public Works Director, Town Manager and Town Attorney. Public Works Director Laughter urges Town Council to set an improvement defects guaranty at \$5,000 to cover any defects that might be discovered within three years of our acceptance.

E. Waterline Acceptance: Maple Trace Phase III

Public Works Director Tony Laughter discussed that the Windsor Built Homes, Inc. is in the process of developing a subdivision outside of Town limits known as Maple Trace. They have completed the water infrastructure for Phase III and those lines are ready to be accepted into the Town's water system. He is requesting that Town Council accept the waterline extension and related improvements into the Town's water system subject to stall level approval by Public Works Director, Town Manager and Town Attorney. Public Works Director Laughter urges Town Council to set an improvement defects guaranty at \$5,000 to cover any defects that might be discovered within three years of our acceptance.

F. Waterline Acceptance: Water Pointe

Public Works Director Tony Laughter discussed that Mayfair Partners, LLC is in the process of developing a 14-lot single family home unified housing development that will be known as Water Pointe. The development included the installation of the water lines that will serve all of the lots within Water Pointe and those lines are ready to be accepted into the Town's water system. He is requesting that Town Council accept the waterline extension and related improvements into the Town's water system subject to stall level approval by Public Works Director, Town Manager and Town Attorney. Public Works Director Laughter urges Town Council to set an improvement defects guaranty at \$3,000 to cover any defects that might be discovered within three years of our acceptance.

Councilman Nagle made a motion to accept the waterlines for Greenwood Phase I & II, Maple Trace Phase III, and Water Pointe subject to staff level approval, and set defect guarantees as followed: \$5,000 for Greenwood Phase I & II, \$5,000 for Maple Trace Phase III and \$3,000 for Water Pointe . Councilman Jackson seconded the motion. The motion passed by a unanimous vote of Council.

G. Water Allocation Request: Hawthorne Apt. Complex Called North Point

The Town has received a waterline extension and allocation request for a 240 unit apartment complex that is contemplated for property fronting on Ollie Weaver Road which is just outside municipal limits. The allocation requested is 72,000 gallons per day with a peak demand of 230 gallons per minute. Public Works Director Tony Laughter discussed this request and indicated that water plants are built to produce and sell water and that the water plant could handle this allocation while still reserving enough capacity for infill within municipal boundaries. Marvin Mercer was in attendance as a representative of the potential owner and answered questions about the project. Doug Theroux was allowed to provide a citizen comment which was that he thinks slower growth is advisable. Town Council also expressed concerns about rapid growth and indicated that it was inclined to deny the application. The application was withdrawn by the applicant.

H. Amendments to FY 2018 Fee Schedule

Town Manager Selena Coffey mentioned that Town Council adopted a fee schedule on June 19, 2017, as part of the budget ordinance. The vendor that provides electronic payment options was unexpectedly slow in processing the contract that allowed for the lowering of processing fees for electronic payments. The fees that are reflected in the fee schedule adopted on June 19th are not correct, as of November 30, 2017. However, the fees from July 1st through November 29th were a bit higher. Town Manager Selena Coffey recommends that a revision be made to the fee schedule that the processing fees for electronic payments prior to November 30, 2017 were pursuant to a convenience fee schedule adopted by ACI Worldwide and www.officialpayments.com. This revision has been added to the cover page as well.

Councilwoman Sherrill made a motion to adopt the Ordinance amending the Town's Fee Schedule. Councilman Jackson 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 the Lake Louise Community Center has been demolished, recognized Laura Ayers for her help in answering questions on social media, the PARTF grant application process will begin after the holidays, Parks and Recreation Input Session February 6 from 4-6pm; February 28 6-7:30 pm -Special Called Meeting for a presentation by Joe Minnicozzi; workshops now at 6 pm in Town Hall and regular council meetings at 7 pm; website designer is finishing up so that the new site will be completed soon.

Mayor Root thanked Councilman Fitzsimmons for scheduling the event on February 27

10. Community and/or Employee Recognition

- A. Police Chief Greg Stephens – Retirement**
- B. Public Works Director Tony Laughter – Retirement**

11. Adjournment

Councilwoman Sherrill made the motion to adjourn; Councilman Fitzsimmons seconded and all voted to adjourn the Council's meeting at 7:40 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2018
SUBJECT: Monthly Tax Report
PRESENTER: Town Finance Officer
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

The Town Tax Collector provides the following monthly tax report as of January 16, 2018. This report is provided for information only. No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2017-18**

	AS OF 1/16/2018	
Real Property:	732,079,079	
Real Property Discoveries:	4,382,100	
Total Real Property:	736,461,179	736,461,179
Personal:	68,272,808	
Personal Discoveries:	25,284	
Total Personal:	68,298,092	68,298,092
Public Utilities:		5,147,971
Exemption:		(9,394,737)
Releases:		(1,233,091)
Total Tax Value		799,279,414
Tax Levy @.38 cents per \$100		
Real Property:		2,798,552.00
Personal Property:		242,859.00
Public Utilities:	19,563.00	
Less Under \$5 Adjustment		(61.00)
Total Public Utilities:	19,563.00	19,563.00
Exemption:		(35,700.00)
Releases:		(4,675.00)
Total Levy (Total Billed)		3,020,538.00
Total Current Year Collections		2,826,645.00
% Collected		93.58%
Total Left to be Collected:		193,893.00
Prior Years Paid		2446

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2018
SUBJECT: Tax Releases and Refunds
PRESENTER: Town Finance Officer
ATTACHMENTS: Supporting Documentation

DESCRIPTION/SUMMARY OF REQUEST:

One of the properties under the Reems Creek Cottages Homeowners Association (PIN 9742-54-5031) was deemed unbuildable due to a water retention pond resulting in a decrease in valuation of \$132,700. The Town is asked to release \$132,700 in value from the 2017 tax year, which is a \$504.26 reduction in the Town's levy. This tax has not yet been paid so there is not a corresponding refund request.

The Reems Creek Cottage Homeowners Association property that used to contain the sale office (PIN 9742-54-3186) was deemed unbuildable due the size rendering it a sub-standard lot. Buncombe County decrease the valuation of by \$42,800. The Town is asked to release \$42,800 in value from the 2017 tax year, which is a \$162.64 reduction in the Town's levy. This tax has not yet been paid so there is not a corresponding refund request.

Orville Edward Henderson and Barbara Kay Henderson own property at 46 Loftin Street bearing PIN 9732-93-4823. They have qualified for an exemption of \$45,000 in value. The Town's tax levy corresponding to the approved exemption is \$171.00. The taxes on this property have already been paid so a refund in the amount of \$171.00 is also requested.

TOWN COUNCIL ACTION:

Town Council is requested to approved the above-described releases and refunds. This action could be in the form of the following motion:

I move to approve the following: (1) the release of \$132,700 in valuation from the Reems Creek Cottage property identified as PIN 9742-54-5031 for 2017, so that \$504.26 can be released from the 2017 levy; (2) the release of \$42,800 in valuation from the Reems Creek Cottage property identified as PIN 9742-54-3186 so that \$162.64 can be release from the 2017 levy; and (3) the release of \$45,000 in valuation from the Henderson property identified as PIN 9732-93-4823 so that \$171.00 can be released from the 2017 levy and refunded to the Hendersons.

RELEASES
JANUARY 22ND, 2018

Reems Creek Cottages

Partridge Berry Lane

Valuation to be Released: 132,700

Levy to be Released: \$504.26

Reason for release: Unbuildable property

Reems Creek Cottages

Partridge Berry Lane

Valuation to be Released: 42,800

Levy to be Released: \$162.64

Reason for release: Unbuildable property

Henderson, Orville & Barbara

46 Loftin Street

Valuation to be Released: 45,000

Levy to be Released: \$171.00

Reason for release: Exemption

THIS WILL BE A RELEASE AND REFUND

Change Reason: Real Estate Value Adjustment

Assessment Abstract # Tax Year:

NCPTS -> Assessment -> Search -> Maintain Real Abstract
 Owner: WINDSOR BUILT HOMES INC Abstract #: 0003011245 - 2017 - 2017 - 0000 REI

Queues:

Status:

Abstract Info (F2) **Property (F3)** **Adjustments (F4)** **Change History (F5)** **Notes (F6)**

Description: Prev. Billed Value: \$142,200 Total Assessed Value: \$132,700

Owners

Owner Id	ID Number	COA Code	Name	Mailing Address	Ownership Type	Owner Order *	Ownership %	Group Number	Send Mail	Relief Eligibility
717393			WINDSOR BUILT HOMES INC	40 W BROAD ST STE 500 GREENVILLE SC 29601-2600		PRIMARY	100.0000		YES	NO

Situs Address

Detailed Address Generic Address

St./House	Unit	Fx	St Name*	St Type	Sfx	Tax District	Percent
			PARTRIDGE BERRY	LH		BUNCOMBE COUNTY WEAVERVILLE	100 100

City: State: Zip: County:

Address ID: 828759
 Address Start Date: 12/29/2014 Ordinance Number:
 Address End Date: 12/31/9999 Transaction Date: 12/29/2014

Abstract

Assessed Real Value: \$132,700 Assessed Personal Value: \$0 Listing Received Date:

Months Billed: Prelim Billing Date: Extension Approved Through:

Disc AA Notice Date: Bill Due Date: * Extension Request Date:

Void Trans Date: Void Eff Date: Online:

Listed Flag: Late/Disc(%): Late/Disc Value: \$0 Late/Disc Ovr Value(\$):

Contact

Agents

Tax Relief

Relief Type: Calculated Amount \$: Override Amount \$:

Assessment Fees

Dog Count:

Special Assessment for the Town of Montreat:

Created By: DPCEOY Create Date: 12/04/2016 02:50 PM Updated By: FRECKJ Update Date: 11/28/2017 04:12 PM

Sent E-mail to Debbie in Weaverville to release her bill.

Refund \$715.25 R/E

< 132,700 > Val.
 < 504.26 > Levy
 no refund not paid



Adjustment Request

Date: 11/28/17
 User ID: CALLAWAY
 NCPTS ID#: 740190
 Owner #1: Reems Clark Chores/HCA
 Property Type/Reason: INCORRECT BILLING
 CAMA Account: 82815207
 Owner #2:
 PIN: 9742-54-5031-0000
 Status Address: Partridge Bury Lane, Weaverville, NC 28787

Tax Year	2017		
Bill Number	0003211249	2017 - 2017	0000 - 00
Old Values			
Land	42,800		
Building			
Misc			
New Values			
Land			
Building			
Misc			

Reason For Adjustment: 1.30 +/- AC parcel is unbuildable, USD AS WATER DETENTION area
315 code / UNDERWAY

Handwritten notes:
 \$ 24.00
 Demand
 100

Handwritten signature:

Change Reason **Real Estate Value Adjustment**
May see under the name Reemo Creek Cottages

NCPTS Assessment FRECKJ Search Abstract # [] Tax Year: 2017 Go

Abstract Registrars Appeal Workflow Admin Options Help

NCPTS -> Assessment -> Search -> Maintain Real Abstract
Owner: WINDSOR BUILT HOMES INC Abstract #: 0003011249 - 2017 - 2017 - 0000 REI

Queues: Status: Adj Pending
Bill Details Audit Print Cancel Submit Create Adj
Add To Deferral Queue Add To Service Cart Make RFB Create Demand Bill

Abstract Info (F2) Property (F3) Adjustments (F4) Change History (F5) Notes (F6)

Description: PARTRIDGE BERRY LN LAND ONLY Prev. Billed Value: \$4,900 Total Assessed Value: \$42,800

Owner Id	ID Number	COA Code	Name	Mailing Address	Ownership Type	Owner Order *	Ownership %	Group Number	Send Mail	Relief Eligibility
717393			WINDSOR BUILT HOMES INC	40 W BROAD ST STE 500 GREENVILLE SC 29601-2600		PRIMARY	100.0000		YES	NO

Situs Address

St/Inuse	Unit	Pfx	St Name	St Type	Stx	Tax District	Percent
			PARTRIDGE BERRY	LH		BUNCOMBE COUNTY	100
						WEAVERVILLE	100

City: WEAVERVILLE State: NC Zip: County: BUNCOMBE

Address ID: 828763
Address Start Date: 12/29/2014 Ordinance Number:
Address End Date: 12/31/9999 Transaction Date: 12/29/2014

Abstract

Assessed Real Value: \$42,800 Assessed Personal Value: \$0 Listing Received Date: 01/30/2017 Listed Flag: On Time

Months Billed: 12 Prelim Billing Date: Extension Approved Through: Late/Disc(%):

Disc AA Notice Date: Bill Due Date: * 09/01/2017 Extension Request Date: Late/Disc Value: \$0

Void Trans Date: Void Eff Date: Online: Late/Disc Ovr Value(\$):

Contact Agents Tax Relief

Relief Type: Calculated Amount \$: Override Amount \$:

Assessment Fees

Dog Count: Special Assessment for the Town of Montreat

Created By: DPCEOY Create Date: 12/04/2016 02:50 PM Updated By: FRECKJ Update Date: 11/28/2017 04:04 PM

Refund \$230.69

Sent e-mail to Debbie at Weaverville. R/E

*<42,800> Val.
<142.647> levy
no refund
not paid*



Adjustment Request

Date: 11/28/17 NCPTS ID#: 746180 Owner #1: Reems Creek Cottages HOA
 User ID: CALLOWAY Owner #2:

Property Type/Reason: INCORRECT BILLING CAMA Account: 82845207
 PIN: 9742-54-3186-00000 Situs Address: 99999 Partidge Berry Lane, Weaverville NC 28787

Tax Year: 2017

Bill Number: 000301245 - 2017 - 2017 - 0000 - 00

Old Values

Land: 34,800

Building: 97,900

Misc:

New Values

Land: 0

Building: 0

Misc:

Reason For Adjustment

0.08 +/- Ac. parcel is unbuildable due to SHP SETBACKS, etc.
 was former site of WINDSOR-AUTREY SALES OFFICE MHS,
 301 acce / SUB STANDARD lot

Hand
 by Reems Creek Cottages HOA
 11/15/17

[Signature]

2017 PROPERTY TAX NOTICE

TOWN OF WEAVERVILLE

P O BOX 338
WEAVERVILLE, NC 28787

release & refund
\$171.00

HENERSON, ORVILLE EDWARD
HENDERSON, BARBARA KAY
46 Loftin ST
Weaverville, NC 28787-8863

RETURNED CHECKS -- In accordance with N.C. General Statute S.L. 2002-156 (H1523), there is a minimum penalty of \$25 or 10% of the amount of the check -- whichever is greater. Tax receipts are null & void if payment is made by a check that fails to clear the bank.

COLLECTION PROCEDURES -- Delinquent taxes will be collected through all remedies available under N.C. General Statutes. These methods include, but are not limited to, garnishment of wages, attachment of bank accounts, levy on personal property, and foreclosure on real property.

YEAR	BILL NUMBER	PROPERTY ID	DESCRIPTION	ACRES
2017	961	973293482300000	46 LOFTIN ST WEAVERVILLE NC	0.12

REAL VALUE	PERSONAL VALUE	TAX EXEMPT VALUE	TAXABLE VALUE
346,400	0	0	346,400

DESCRIPTION	TAX RATE	AMOUNT
TOWNTAX	.380	1,316.32
INTEREST		0.00
ADJUSTMENTS		0.00
LESS EXEMPTIONS		0.00
PROPERTY TAX DUE		\$0.00
PAY THIS AMOUNT		

TAX RELATED QUESTIONS:
COLLECTORS OFFICE (828) 645-7116

Interest begins January 6th at 2%
and then interest is 3/4% per month.

PLEASE RETURN THIS PORTION WITH PAYMENT

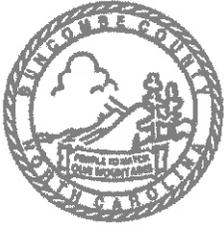
YEAR	BILL NUMBER	PROPERTY ID	AMOUNT DUE
2017	961	973293482300000	\$ 0.00

TAX DUE
PAY BY: 09-01-17

MAKE CHECK PAYABLE & REMIT TO:

TOWN OF WEAVERVILLE
TAX COLLECTOR
P O BOX 338
WEAVERVILLE, NC 28787

HENERSON, ORVILLE EDWARD
HENDERSON, BARBARA KAY
46 Loftin ST
Weaverville, NC 28787-8863



Buncombe County Tax Department

2017 Property Tax Bill



000302326420172017000001

HENERSON, ORVILLE EDWARD
 HENDERSON, BARBARA KAY
 46 Loftin ST
 Weaverville NC 28787-8863

BILL NUMBER	BILL DATE
0003023264-2017-2017-0000-01	8/2/2017

LOCATION	PARCEL NUMBER	DESCRIPTION	ACRES		
46 LOFTIN ST WEAVERVILLE NC	973293482300000	46 LOFTIN ST LAND & STRUCTURES	0.12		
REAL VALUE	PERSONAL VALUE	EXCLUSION	EXEMPTION	DEFERMENT	TAXABLE VALUE
\$346,400	\$0	\$45,000	\$0	\$0	\$301,400

IMPORTANT INFORMATION	TAX DISTRICTS	TAX RATE	AMOUNT
<p>Your taxes are escrowed as part of your mortgage your tax bill information will be made available to your mortgage provider. This copy is for your records.</p> <p>www.BuncombeTax.org</p> <p>SEE REVERSE SIDE FOR CREDIT/DEBIT CARD PAYMENT INSTRUCTIONS.</p>	BUNCOMBE COUNTY TAX	0.5390	0.00
	<p><171.00> Levy</p> <p><45,000> Val.</p>		
		ORIGINAL DUE	→
		AMOUNT DUE	→

Return this portion with your payment. Please write the bill number on your check or correspondence.

PARCEL NUMBER	973293482300000
BILL NUMBER	0003023264-2017-2017-0000-01

AMOUNT GOOD THROUGH DATE 1/5/2018

\$0.00

Check for Address Changes on Back

MAKE CHECK PAYABLE AND REMIT TO:

HENERSON, ORVILLE EDWARD
 HENDERSON, BARBARA KAY
 46 Loftin ST
 Weaverville NC 28787-8863

BUNCOMBE COUNTY TAX COLLECTOR
 94 COXE AVENUE
 ASHEVILLE, NC 28801

000000000020172017000000030232643

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 22, 2018

Subject: Setting a Public Hearing for February 26, 2018 at 7pm on a Proposed Amendment of Code Related Initial Town Council Review of a Proposed Zoning Map and Text Amendments

Presenter: Planning Director

Attachments: Chapter 36-358, Initial Review by Town Council

Description:

On Tuesday, January 2, 2018 The Planning and Zoning Board reviewed and recommended to Town Council a proposed revision of Code which calls for certain zoning map amendments to be initiated at the Planning Board level. Such amendments would only be applicable to a proposed change between two standard zoning districts such as R-1, R-2, R-3, R-12, C-1, C-2 and I-1.

Due to the scope and complexities of Conditional Zoning Districts and text amendments, Town Council would retain the initial consideration under this proposal in order to give direction to staff, the Planning and Zoning Board and the applicant.

Action Requested:

Staff is seeking the setting of a public hearing before Town Council for the aforementioned revision of Code for February 26, 2018 at 7pm.



**Town of Weaverville
Planning and Zoning Board**

On Tuesday, January 2, 2018 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached revision to Section 36-358, Initial review by Town Council.

It has been found that the aforementioned revisions to the Town's ordinances would not conflict with the Town's Comprehensive Plan. The Planning and Zoning Board considers approval both reasonable and in the public interest to better facilitate certain zoning map amendments.

A handwritten signature in black ink that reads "Doug Theroux". The signature is written in a cursive style and is positioned above a horizontal line.

**Doug Theroux
Chairman, Planning and Zoning Board**

Current

Sec. 36-358. - Initial review by the town council.

After its initial consideration of the application, the town council shall refer the request to the planning board for the full review process.

Proposed

Sec. 36-358. – Initial review by town council.

After its initial consideration of ~~the~~ an application for a conditional zoning district or zoning text amendment, town council shall refer the request to the planning board for the full review process as required by state statute. Initial considerations of such applications are intended to provide town council the opportunity to express their preliminary thoughts related to the applications but shall not serve as a final determination on same.

Map amendments which propose a change between two standard zoning districts are not required to go before town council prior to being considered by the Planning and Zoning Board. Such an application for a map amendment may be subject to an initial review by town council at the request of the applicant.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 22, 2018
Subject: Major Subdivision Final Plat for Greenwood Park Phase 1
Presenter: Planning Director
Attachments: Final Plat, Recommendation of the Planning and Zoning Board, Declaration of Covenants and Restrictions, Sewer Easement Plat, Engineering Report Reflective of Al Dorf Drive

Description:

The attached Major Subdivision Final Plat for Greenwood Park Phase 1 has been reviewed by the Fire Marshall, Public Works Director and Planning Director and been found to comply with the Town's subdivision ordinance as it relates to major subdivisions and other sections of code which are applicable. Same has been reviewed by the Planning and Zoning Board and unanimously recommended for your consideration after three months of deliberations. As subdivision review and approval is an administrative action, no Public Hearing is required.

Action Requested:

Staff is seeking the approval of the final plat for Greenwood Park Phase 1.



**Town of Weaverville
Planning and Zoning Board**

On Tuesday, January 2, 2018 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached final plat for Greenwood Park Phase 1. Said determination was made inclusive of the covenants and restrictions of Greenwood park to ensure that Al Dorf Drive would be properly and privately maintained; an engineering report from the firm of Bunnell – Lammons Engineering to ensure that Al Dorf Drive was built to the Town’s standards; and a sewer easement plat to ensure that sewer availability is provided to each lot.

It has been found that the proposed major subdivision would not conflict with the Town’s Comprehensive Plan or Subdivision and Zoning Ordinances. The Planning and Zoning Board considers approval both reasonable and in the public interest.

A handwritten signature in black ink, reading "Doug Theroux", written over a horizontal line.

**Doug Theroux
Chairman, Planning and Zoning Board**

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING GREENWOOD PARK SUBDIVISION IN BUNCOMBE COUNTY, NORTH CAROLINA

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS, made and entered into this the _____ day of _____, by and between GREENWOOD PARK, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant", and the future owners of Lots within the Greenwood Park subdivision, a planned community located off Reems Creek Road, Buncombe County, North Carolina.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a tract(s) of land described in deed recorded in Deed Book 4752, at Page 626 and Deed Book 4752 Page 623 of the Buncombe County, North Carolina Register's Office (hereinafter "the Property"); and

WHEREAS, the Declarant plans to develop on some or all of the Property parcels of land or Lots for a residential community along with supporting infrastructure to be locally known as the Greenwood Park Subdivision; and

WHEREAS, Declarant desires for the benefit of future purchasers of Lots, Parcels or Living Units making up Greenwood Park that Greenwood Park shall be developed as a restricted area and used exclusively as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and for the advantage which the Declarant and Future Owners will receive from the sale and ownership of restricted land, Declarant and its successors and assigns do hereby covenant and agree with all other persons, firms, or corporations now owning or hereafter acquiring any portion of Greenwood Park, for full value received, and the landowner covenants and agrees upon acceptance of a deed or deeds of conveyance to any of the Lots, Parcels or Living Units making up Greenwood Park that Greenwood Park is hereby subjected to the following restrictions as to the use and occupancy thereof, running with the land by whomsoever owned, to wit:

ARTICLE I : PURPOSE; LAND SUBJECT TO RESTRICTIONS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of the same has been the creation of a planned community which is aesthetically pleasing, functionally convenient and environmentally-sound; attracting residents seeking privacy and security in a beautiful environment; and providing a community which enriches the surrounding Reems Creek-Weaverville area. Subject to the Special Declarant Rights as hereinafter defined, the Declarant submits the land

described on Exhibit A attached hereto and incorporated herein by reference to the covenants, restrictions, easements and reservations contained in this Declaration.

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

ARTICLE II : DEFINITIONS

The following are terms that shall be considered as defined terms under this Declaration and the same definition shall be applicable whether the word is shown as singular or plural, capitalized or not.

1. "Act" shall mean the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes and amendments thereto.
2. "Annexed Properties" shall mean any tract of land not included within the boundaries of Greenwood Park as described on Exhibit A attached hereto and incorporated herein by reference which may be added to the Greenwood Park planned community as provided in Article IX below.
3. "Association" shall mean Greenwood Park Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and/or assigns. The articles of incorporation of the Association are attached hereto as Exhibit B and incorporated herein by reference.
4. "Architectural Review Committee" shall mean the Declarant or any committee created pursuant to Article VII hereof.
5. "Board" shall mean the Board of Directors of the Association and the Executive Board referred to in the Act.
6. "Bylaws" shall mean the bylaws of the Association and any amendments thereto. The original Bylaws of the Association are attached hereto as Exhibit C and incorporated herein by reference.
7. "Common Elements" or "Common Areas" shall mean those areas (i) expressly designated by the Declarant as "Common Elements" or "Common Areas" on recorded plats for the use and enjoyment of all owners of Lots, Parcels or Living Units within Greenwood Park; and (ii) described in a Supplemental Declaration filed in the Buncombe County Register of Deeds Office. Prior to the expiration of the Declarant Control Period as provided below, the Declarant shall convey by Special Warranty or Non-Warranty deed or by an easement instrument the ownership and/or use of the Common Elements to the Association. PROVIDED HOWEVER, before the recording of the Supplemental Declaration as provided above, the Declarant has the right to remove any portion of the property denoted as "Common Elements" or "Common Areas" on a Plat and subject said area to its exclusive control whether for future sale and/or to build upon and without the need for any Lot owner approval or Association consent. "Common Elements" or "Common Areas" do not include those areas denoted as "Future Development", "Reserves", "Greenwood Park, LLC" or those areas not labeled on the plats of record for Greenwood Park. The term "Common Elements" shall be interchangeable with the term "Common Areas".
8. "Declarant" shall mean Greenwood Park, LLC, its members, successors or assigns.
9. "Declarant Control Period" shall mean the time in which Declarant has to exercise certain exclusive rights such as, but not limited to, Special Declarant Rights as hereinafter defined. The Declarant Control Period shall be the earlier of (i) twenty-five (25) years after the date of the recording of this Declaration, (ii) when all of Greenwood Park (platted at such times and in such sections as determined in Declarant's sole discretion) has been sold or transferred to parties other than a Declarant, or (iii) such earlier time as determined in Declarant's sole discretion by the recording of a written instrument in the Buncombe County Registry executed by Declarant and expressly terminating the Declarant Control Period.
10. "Declaration" shall mean this Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions and any amendments thereto.
11. "Future Development" shall mean any parcel of land now or in the future owned by the Declarant or Declarant's designee depicted on Site Plans or other advertising material for Greenwood Park as "Future Development", "Reserved", or "Greenwood Park, LLC" which may or may not be included within Greenwood Park as determined in the Declarant's sole discretion and wherein the Declarant reserves the right to impose use restrictions that may be significantly different from those set forth in this Declaration.
12. "Governmental Entity" shall mean any and all federal, state or local governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of Greenwood Park.

13. "Greenwood Park" shall mean that planned community made up of Lots, Parcels, Living Units, Common Elements and infrastructure located within the boundaries C attached hereto and incorporated herein by reference and described on future recorded plats and Supplemental Declarations executed by the Declarant at such times and in such sections as determined in Declarant's sole discretion.
14. "Limited Common Elements" shall mean a portion of the common elements for the exclusive use of one or more but fewer than all of the Lots. "Limited common elements" shall be designated on plats for Greenwood Park or on other recorded written instruments and may include, but not be limited to, shared driveways.
15. "Living Unit" shall mean residential space occupied by a single family and intended for separate ownership. Living units can include, but are not limited to, townhouses, condominiums or apartments.
16. "Lot" shall mean a physical portion of Greenwood Park designated with a number on a plat of Greenwood Park, intended for separate ownership or occupancy by an Owner. A Lot designated on a recorded plat of Greenwood Park shall be deemed "Improved" when a residence has been completely constructed thereon and an Occupancy Permit has been issued. All other Lots designated on a recorded plat of Greenwood Park shall be deemed "Unimproved".
17. "Owner" shall mean and refer to the owner or owners as shown by the real estate records in the Office of the Register of Deeds of Buncombe County, North Carolina, of fee simple title to any Lot, Parcel or Living Unit situated within Greenwood Park. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.
18. "Parcel" shall mean any physical portion of Greenwood Park that is surveyed and affixed with a separate tax identification number by the Buncombe County Register of Deeds which is not necessarily intended to be subdivided into traditional lots. Examples of Parcels would include, without limitation, property on which apartments or commercial uses are located.
19. "Plat" shall mean any existing or future plat of Greenwood Park signed by the Declarant and placed of record in the Buncombe County, N.C. Register's Office, together with all amendments thereto, as approved by the governmental entity, if any, having authority to regulate subdivisions.
20. "Reasonable attorneys' fees" shall mean attorneys' fee as allowed by the Act.
21. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption or having a guardian/ward relationship created by decree of a Court of competent jurisdiction, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.
22. "Single-Family Residence" shall mean a dwelling constructed in accordance with the restrictions and conditions set forth in Article VI hereof.
23. "Single-Family Residential Use" shall mean the occupation or use of a Single-Family Residence in conformity with this Declaration. Buildings designed by the Declarant for attached single-family residences, including duplexes, townhouses, patio homes, and condominium units, are permitted within Greenwood Park subdivision as single-family residential uses.
24. "Special Declarant Rights" shall mean rights reserved for the benefit of the Declarant including, but not limited to, the right (i) to complete improvements indicated on plats and plans filed with the Declaration or supplemental Declaration; (ii) to add properties to Greenwood Park as provided in Article IX below (iii) to remove properties from Greenwood Park, except for Common Elements or Common Areas unless in conformity with the Act as provided in Article IX below; (iv) to maintain sales offices, management offices, signs advertising Greenwood Park and models; (v) to use or grant easements through the Common Elements or Common Areas for the purpose of accessing properties or making improvements in Greenwood Park or areas outside Greenwood Park, whether or not said areas are added to Greenwood Park and regardless of the use of said areas; (vi) to use or grant easements, without limitation, that are reserved to the Declarant in Article III, Section 4 below; (vii) to make Greenwood Park part of a larger planned community or group of planned communities; (viii) to make the planned community subject to a master association; (ix) to appoint or remove any officer or member of the Board of Directors of the Association or any master association during the Declarant Control Period; (x) to exercise special voting rights as provided in the Bylaws; (xi) to define or establish the use of any Parcel on any Plat; or (xii) any other rights provided Declarant in this Declaration or by North Carolina law, including, but not limited to, the Act.
25. "Structure" shall mean any building, (including, but not limited to, house, barn, garage), tree house, lampposts, driveway lights, fence, wall, swimming pool, tennis court, detached antennae, satellite dishes or other receivers/transmitters, mailboxes, fuel tanks, septic systems, dog lots, play sets, and sports equipment or any other thing artificially erected or installed on or under a Lot.

ARTICLE III: PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements of Enjoyment to Common Elements. Subject to the provisions of this Declaration, and the rules and regulations established by the Board, every Owner of a Lot shall have a permanent and perpetual right and easement of enjoyment in and to the Common Elements, existing now or in the future, which shall be appurtenant to and shall pass with the title to any Lot, subject to:

- (a) the right of the Board to convey any Common Element or subject same to a security interest with a concurring vote of 80% of the members of the Association;
- (b) the right of the Board to lease or grant easements or licenses of use over the Common Elements without a vote of the members of the Association;
- (c) the right of the Board to dedicate any road and utility rights of way within Greenwood Park to any Governmental Entity or public utility without a vote of the membership of the Association;
- (d) the right of the Board, after an opportunity for a hearing as provided in the Act, to suspend the use of the Common Elements (except for access to a Lot) by an Owner, his/her tenant or their invitees for any period during which any assessment against his/her Lot remains unpaid or for any infraction of the use restrictions contained in this Declaration or the rules and regulations promulgated by the Board;
- (e) the right of the Board to reasonably regulate, locate, and direct access routes and to designate parking locations;
- (f) the right of Declarant, as determined in the Declarant's sole discretion, to grant and reserve unto itself, its successors and/or assigns the right of access for road and utility purposes over or under the Common Elements, Lots or Parcels owned by Declarant to any parcel of land, whether located within or outside Greenwood Park planned community, whether owned or not owned by the Declarant and regardless of the use of the beneficial parcel; and
- (g) the right of Declarant to add additional properties to be subject to this Declaration and to allow the owners of those properties to become members of the Association.

Section 2. Easements to Government Entities. Subject to the provisions of this Declaration, Declarant does hereby grant a permanent, perpetual and non-exclusive easement to each department, branch or agency of any Governmental Entity, and to any agents or employees of said Governmental Entity, over, across and through all roads within Greenwood Park, now or in the future, for the purpose of performing such duties and activities as may be necessary or desirable for the common welfare of all owners or for the Association which may include, but are not limited to, duties and activities related to law enforcement, fire protection, garbage collection, mail delivery and medical and emergency services.

Section 3. Easements to Utilities. Subject to the provisions of this Declaration, Declarant does grant to the Association, Duke Energy, Verizon, PSNC Energy, Charter Communications and to any other utilities designated by the Declarant, and their successors and/or assigns, a permanent, perpetual and non-exclusive easement over, across, under and through:

- (a) all Common Elements;
- (b) 10 feet inside the boundaries of all Lots; and
- (c) as shown on the Plat

now or in the future, for the purpose of installing, replacing, constructing, maintaining, and operating utilities or utility systems which are necessary or desirable for the use of any part of Greenwood Park which include, but are not limited to, publicly or privately owned and operated electrical service, communication service, water service, sewer service, gas service, cable television, drainage systems, pipes, lines, conduits, storage devices, equipment, machinery or other devices necessary to the provision of such utility services. The easements established, reserved and granted herein shall include the right, where reasonably necessary, to cut and remove trees and other vegetation, to dig, excavate fill and take any other action necessary to provide for the installation, maintenance, replacement, relocation or operation of any utility service.

Provided, however, that the easements herein granted or reserved shall not cause any undue interference with the use or occupancy of any Lot or Common Element and further, that Declarant and/or the Association shall use good faith efforts to attempt to cause any utility provider, utilizing this easement, to repair any damage caused by such utility.

Section 4. Easements Reserved to Declarant.

(a) Easements for Access. Declarant reserves to itself, its successors and/or assigns, a perpetual alienable right to provide access over and across the roads and other Common Elements, if any, or across any Lot owned by Declarant to any parcels of land, whether within or outside Greenwood Park, whether owned or not owned by Declarant and regardless of the use of the beneficial parcel.

(b) Easements for Utilities. The Declarant reserves to itself, its successors and/or assigns the utility easements referred to in Section 3 above and Declarant, in its sole discretion, may make such utility easements appurtenant to any parcel of land whether within or outside Greenwood Park, whether owned or not owned by Declarant and regardless of the use of the beneficial parcel.

(c) Easements for Storm water and Drainage. Declarant, its successors and/or assigns, may cut drain ways or utilize existing natural drain ways for surface or storm water wherever and whenever such action may appear to Declarant to be necessary in order to maintain proper drainage and reasonable standards of health, safety and appearance. Declarant, in its sole discretion, may make such utility easements appurtenant to any parcel of land whether within or outside Greenwood Park, whether owned or not owned by Declarant and regardless of the use of the beneficial parcel.

(d) Easements for Vegetative, Pest or Fire Control. Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on and over and under all areas within Greenwood Park to dispense pesticides and take other action which in the opinion of Declarant is necessary or desirable to control insects, vermin and undesirable vegetation. The Declarant reserves the right to cut fire breaks and other activities on, over and under all areas within Greenwood Park which in the opinion of Declarant are necessary to control fires. Declarant, however, is under no duty to take such actions as herein above provided.

(e) Easements for Trails/Bike Paths. Declarant reserves unto itself, its successors and/or assigns, the right to locate trails and bike paths within the property on a Lot making up the required setbacks (imposed by a Governmental Entity or by this Declaration) or across any portion of a Common Element, for the development of a trail and/or bike system as a Common Element for the use and enjoyment of all Lot owners.

Easements Appurtenant Upon Transfer of Lot or Common Element

All easements referred to in this Article III that are reserved unto the Declarant, its successors and/or assigns or the Association shall be automatically appurtenant to any Lot or Common Element at the time of transfer of said Lot or Common Element from the Declarant, its successors and/or assigns, regardless of whether the deed of conveyance expressly reserves such easements.

ARTICLE IV: ASSOCIATION MEMBERSHIP AND ASSESSMENTS

Section 1. Membership in the Association. Every Owner of a Lot shall be a member of the Association and bound by this Declaration, the Articles of Incorporation of the Association and its Bylaws and rules and regulations as hereafter promulgated. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Powers of the Association. The Association shall have such powers as are enumerated in its Articles of Incorporation, its Bylaws or as provided in the Act.

Section 3. Creation of the Lien and Personal Obligation Assessments. Each and every Owner of a Lot by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and as stated in the Bylaws. All such annual and special assessments, together with interest, costs and reasonable attorney's fees for the collection thereof shall be a charge and lien upon a Lot and its improvements. The amount owed shall be a continuing lien upon the applicable property against which such assessment is made, prior to all other liens except only (i) real estate taxes and other governmental assessments or charges against the Lot and (ii) liens and encumbrances recorded before the recordation of the Declaration.

Each such assessment, together with interest, costs, and reasonable attorney's fees for the collection thereof, shall also be a personal financial obligation of the person, or persons, who was, or were, the Lot owner or owners at the time when the assessments became due. The personal financial obligation for delinquent assessments shall not pass to successors in title to any

such Lot unless expressly assumed by such purchaser: PROVIDED, HOWEVER, the same shall be and remain a charge and lien upon any such Lot and improvements until paid or otherwise satisfied except as may herein otherwise be provided.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used for the purposes in keeping with a nonprofit corporation as set forth in the Association's Articles of Incorporation. Specifically, the assessments shall be used to promote the health, safety and welfare of the Owners and residents of Greenwood Park and for the improvements, maintenance and repair of the Common Elements, and easements appurtenant thereto, for the protection of the community from pollution or erosion; for the enforcement of these covenants; the provision of reserve funds, the employment of attorneys, accountants, and other professionals to represent the Association, when necessary, and for payment of local taxes, insurance and special governmental assessments on or to the Common Elements together with payment of services, if any, provided to the residents by the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in accordance with its Bylaws, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including, but not limited to, fixtures and personal property (such as road signs) related thereto and to pay special governmental assessments.

Section 6. Rate of Assessment. The determination of the total amount of Common Expenses for any given fiscal year of the Association shall be within the sole discretion of the Board. The Board shall allocate assessments for common expenses in such amounts to be fixed from year to year and the Board may establish different rates for various general classifications of lots according to the use and location of said lots. It is within the Board's discretion to determine what assessment is warranted in cases where a Lot is combined or subdivided.

Section 7. Effect of Nonpayment of Assessments.

(a) Remedies of the Association. Any assessments which are not paid when due as determined by this Declaration and the Board shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum not to exceed amounts set as a maximum monthly amount in Chapter 47F of the North Carolina Statutes or any amendment thereto, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against his/her property, and interest, costs and reasonable attorney's fees of any such action for collection thereof shall be added to the amount of such assessment. Each such Owner, by his/her acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges and liens as a debt and to enforce the aforesaid charge and lien by methods available for the enforcement of such liens. The available enforcement remedies include, but are not limited to, those rights stated under the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all members of the Association. The Association, acting on behalf of its members, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient. No owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his/her Lot.

After notice and opportunity to be heard, the Association may restrict the use of Common Elements (not including rights of access to Lots) by a Lot owner who is delinquent in paying assessments.

(b) Remedies of Declarant. To the extent that any Lot owner fails to pay his/her assessments relating to the Common Elements, then Declarant shall have during the Declarant Control Period, the right, but not the obligation, in addition to the Association, to use any of the remedies enumerated above, including filing a lien against the defaulting owner and pursuing the enforcement of such lien and other remedies as set forth in the Act.

The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Declarant or Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement.

Section 8. Association Responsibility of Maintenance/Repair/Improvement. The Association and its members shall be responsible for the maintenance, repair and improvement of all Common Elements as identified on recorded plats for Greenwood Park and in a Supplemental Declaration.

Section 9. Reserve Funds, Operating Expense Surplus and Surplus Funds. The Board shall have the right, but not the obligation, within its sole discretion, to impose assessments on Lot owners for the maintenance of reserve funds or operating expense surpluses. The Association, within its sole discretion, may apply surplus funds to a reserve fund or any purpose of a non-profit corporation or may credit such funds to its members as provided for in North Carolina General Statutes §47F-3-114.

Section 10. Architectural Review fees; Impact fees; Cash Bonds. The Board shall have the right, but not the obligation, within its sole discretion, to impose a uniform schedule of fees to be applied to any Owner of a Lot at the time that Owner applies for approval to construct a residence on the Lot to offset the costs of architectural review or to mitigate the effect that Owner's development plans will have on the infrastructure and environment within Greenwood Park. These fees may take the form of Architectural Review fees and/or Impact fees and any such fees may be non-refundable in the sole discretion of the Board.

Section 11. Usage charges. The Board shall have the right, but not the obligation, within its sole discretion, to charge usage fees to persons other than Lot owners, Lot owners, their guests and invitees for the use of Common Elements to be fixed from year to year and the Board may establish different usage fee rates for various general classifications of Lots, Parcels or Living Units according to the burden that such properties may place on the Common Elements.

ARTICLE V : COMMON ELEMENTS

Section 1. Designation. During the Declarant Control Period, the Declarant may, but is not obligated to, provide properties within Greenwood Park as Common Elements. The designation and transfer of these areas are solely in the discretion of Declarant and no parole or oral agreement or claims of estoppels shall be asserted by any resident providing rights to areas not explicitly denoted as "Common Elements" or "Common Areas" on the Plats for Greenwood Park and described in this Declaration or in a Supplemental Declaration. Before the Association and its members shall assume the responsibility for maintenance, repair and improvement of a Common Element not specifically defined in this Declaration, the Declarant shall record a Supplemental Declaration and plat reasonably identifying the Common Element.

Section 2. Road Maintenance

(a) Roadways within Greenwood Park, and as described on Exhibit A, are hereby designated as private roadways and designated as common elements of Greenwood Park.

(b) Upon acquisition of a lot within Greenwood Park each owner will become responsible for that lot's share of the normal upkeep and maintenance. Each owner's share shall be determined by the proportion of that owner's platted lots within any given classification of lots to the total number of lots per classification platted of record as the same may appear on Exhibit A and any plats which might hereafter be filed which would either re-plate or alter in any manner, the lots heretofore platted.

(c) All matters relating to the private roadways, including without limitation, the assessments to be made for road maintenance shall be determined by the Board.

Section 3. Conveyances.

Any Common Element conveyed by the Declarant to the Association shall be conveyed subject to:

(a) All restrictions on use contained in this Declaration;

(b) All existing mortgages, provided, however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgage;

(c) The right of access for ingress, egress and regress, utilities or other easements reserved in this Declaration to the Declarant, its successors and/or assigns, over and across such property;

(d) The right of the Declarant, its successors and/or assigns, to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Common Element prior to the commencement of such activities or location of any object therein; and

(e) The right of the Declarant or Association to dedicate the maintenance of said Common Element to a Governmental Entity with such terms that are required by said Governmental Entity in accepting such dedication.

The recording of a Deed or an Easement instrument from the Declarant to the Association of a Common Element in the Buncombe County, NC Register's Office shall be conclusive evidence that the Association has accepted such transfer.

ARTICLE VI: SITE IMPROVEMENT REVIEW AND APPROVAL

Section 1. Construction Within Greenwood Park. Except as provided for the Declarant below, no structure shall be commenced, erected or maintained upon any Lot in Greenwood Park; nor shall any exterior addition or exterior change to any existing structure occur, nor shall any site work be done until complete final construction plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, configuration on Lot, location, and floor plan thereof, and showing front, side and rear elevations thereof, have been submitted to and approved in writing by an Architectural Review Committee (herein "Committee") as provided in Article II or as appointed by the Board as provided in Article VII below. Prior to the construction or erection of any structure, a site plan to scale must be approved on a topographical map that shows the location of the structure, including all drives, walks and parking areas, with each clearly indicated. A landscaping plan must also be submitted and approved by the Committee, also indicating what measures shall be taken to insure the longevity and vitality of any landscaping improvements.

Prior to any physical disturbance of a Lot, special drainage and/or irreplaceable features are to be identified and provisions for their protection clearly established. This includes large and/or specimen trees, rock outcroppings, springs and streams, and concentrations of azaleas, rhododendrons, and other shrubs and wild flowers. Silt fences shall be required prior to any physical disturbance. Culverts needed for ingress or egress shall be provided by the Owner of a Lot and shall be as specified by the Committee. The Owner of a Lot shall insure that all development performed by said owner conforms with all applicable federal, state and local laws and regulations. The Committee shall have the right to establish reasonable procedures for the preparation, submission, and determination of applications for any structure construction or alteration or landscaping work. Prior to construction, every Lot owner, except the Declarant, shall comply with the erosion control provisions in Article VIII, Section 15 below.

Section 2 Declarant Exemption. Notwithstanding any other provision in this Declaration to the contrary, during the Declarant Control Period, Declarant or any entity in which a Declarant member has an ownership interest, for any Lot owned by Declarant or said entity, shall have the right to erect or alter a Structure without the need to submit any plans or obtain the prior approval of the Association, Board or Committee and is hereby exempted from any requirement set forth herein of obtaining the approval from the Association, Board or the Committee for any development work or paying any fees, including, but not limited to, impact fees.

Section 3. Approval of Plans, Contractors and Enforcement. The Committee's refusal or approval of plans, specifications, or location of any structure may be based upon any grounds including purely aesthetic considerations which at the sole discretion of the Committee, for projects within Greenwood Park, shall be deemed sufficient. In passing upon construction plans, specification plans, or landscaping plans, and without any limitation of the foregoing, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure on the appearance from neighboring property. Notwithstanding that improvements meet or exceed specified minimum size requirements; the quality and attractiveness of every structure must also meet high neighborhood standards and the Committee is hereby granted broad discretion in judging the compatibility of proposed structures for the neighborhood. In any case, it is intended that the Committee will not approve plans, materials or specifications that do not comply with Sections 4 and 5 below.

Any contractor or landscaper prior to performing any work within Greenwood Park must be approved by the Board in its sole discretion. No person, firm or entity shall be approved as a building contractor unless such person, firm or entity is licensed by the State of North Carolina for his/her services, if applicable. Notwithstanding the above, a Lot owner shall not hold the Board or its

members or the Declarant responsible for approving any particular building contractor in the event of said contractor's negligence in the construction of a building on a Lot.

The Committee is presumed to have approved any plans referenced above, upon failure to respond within sixty (60) days after receipt of each completed application and particular plan. In the event any Owner violates the terms of this Article, the Association shall give written notice to the Owner or responsible party to cure such violation within thirty (30) days. The Association or its agents shall be entitled to enter upon the property of the Owner and remedy such defect including removal of any structure built in violation hereof, all at the expense of the Owner. This right of the Association shall be in addition to all other general enforcement rights which the Association may have for a breach or violation of the terms of these covenants and restrictions and shall not be deemed a trespass by the Association or its agents.

Section 4. Minimum Standards for Environmentally Sensitive Buildings.

The Declarant or its successors and/or assigns shall have the right to impose construction standards for any new building within Greenwood Park relating to the installation of environmentally-sensitive components in said building, including, without limitation, the mechanical systems and electrical systems ("the Interior Standards"). By way of example only, the Interior Standards may require energy star certifications in the construction of a dwelling on a Lot. As part of the Committee review process referenced above, the Owner shall be required to comply with the Interior Standards or seek such variances or modifications as Declarant may allow in its sole discretion.

Section 5. Minimum Floor Areas/Floor Plan; Setbacks.

Any dwelling structure built on a Lot shall be no less than 1,800 square feet including heated living space, garages, covered decks, screen porches and other roofed over areas. Variances from this minimum floor area requirement may be granted by the Committee in writing as determined in the Committee's sole discretion. In granting or denying such variances, the Committee may consider, among other things, the following factors:

The topography of the Lot; the location of the structure in terms of the character of the neighborhood being promoted within the particular section of Greenwood Park; the access to the Lot and structure; the utilities for the Lot and serving the structure, if any; the aesthetics of the structure on the Lot; any environmental matters related to the Lot; the impact on adjoining uses or structures, planned or existing, including, but not limited to, views and privacy; and the costs of construction.

This Section is to be construed to give the most flexibility to the Committee in tailoring the compatibility of any new structure with the environment on the Lot and surrounding area.

The setbacks for the construction of any building on a Lot shall be governed by the minimum setbacks required by the Governmental Entity with zoning jurisdiction over said Lot in Greenwood Park.

Section 6. Minimum Site Improvement Requirements.

- (a) All driveways and parking areas must be designed and approved by the Committee using pavers, asphalt, concrete or combinations of other acceptable all-weather surfaces.
- (b) No play equipment, clotheslines, decorative features such as sculptures, bird baths, bird houses, fountains or other decorative embellishments shall be permitted that are visible from any street unless approved in writing from the Committee and any such approval is subject to periodic review.
- (c) The exterior material of all buildings shall extend to ground level and shall be brick veneer, stone veneer, wood, fiber cement, stucco, or a combination of same or other material approved by the Committee. No foundation footings shall be visible. Other conditions may be taken into consideration that allows the alteration of the materials to come to the finish grade at the sole discretion of the Committee.
- (d) No bright-finished or bright-plated metal exterior door, screen door, window, window screen, louver, or other closure may be used. However, a factory painted, or an anodized finish may be used, the color of which must be approved by the Committee.
- (e) All fencing, or landscaping walls must be approved and be of wood, brick, stone, wrought iron, or other material approved by the Committee. Applications for fencing are to show location on lot within building setbacks and are to include plantings on the exterior perimeter to soften the appearance of any fencing. The use of chain link or other like metal fencing will not be permitted

except when approved and where concealed by a wood fence and, provided, that said chain link or metal fencing is black, charcoal, dark brown or some other color, as approved by the Committee.

(f) Outdoor lighting and general landscape planting and design must be approved by the Committee. Ongoing landscape plantings must be approved. Design of landscape plan is to include the maximum height of the trees and shrubs planned. Attention will be given to all current or future trees or shrubs that grow to a height over five feet all of which must be approved prior to installation. Should a party plant any tree or shrub that can grow above five feet without the above-described written approval, the Board may fine a party the sum of five hundred dollars (\$500.00) for every tree or shrub planted without permission, and thereafter fifty dollars (\$50.00) per tree or shrub for each day until removal of the trees or shrubs or until a modified plan acceptable to the Board is completed. In addition to the above remedies, the Association and its agents may enter the property to remove the trees or shrubs and charge the violating owner the costs of such removal. The Declarant is exempted from this provision.

(g) Mailboxes will conform to the model selected by the Committee with specifications made available to the lot owner at the time of plan approval. Variations will be approved only after Committee review.

Section 7. Occupancy Permit. At the completion of all construction in accordance with the plans submitted, the Owner shall request an on-site inspection by the applicable review entity set forth above. No residence or building may be occupied until an Occupancy Permit has been issued by the Committee, when applicable. This provision is in addition to any local governmental requirements that regulate occupancy. Approvals will not be unreasonably withheld, but in addition to the above, the following will be required:

- (a) Final as-built plans must be submitted in conformance with plans approved by the Committee for the construction of the structure, unless waived in writing by the Committee;
- (b) Exterior lighting must be approved; and
- (c) All clean-up must be completed.

ARTICLE VII: ARCHITECTURAL REVIEW COMMITTEE

Section 1. Organization, Power of Appointment and Removal. There shall be an Architectural Review Committee organized as follows:

- (a) Committee Composition. The Committee shall consist of five (5) members, being a Chairperson and four additional members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be a member of the Board or an officer of the Association.
- (b) Quorum and Meetings of Members. The Committee shall meet upon the call of the Chairman or of any three (3) members. At any meeting, three (3) members, one of which may be the Chairman, shall constitute a quorum.
- (c) Terms of Office. The term of the Committee shall be staggered with the initial Committee members designated to serve one year, two year or three year terms and thereafter, each Committee member will serve a three year term. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.
- (d) Appointment and Removal. The right to appoint and remove all members of the Committee at any time, and for any reason, shall be and is hereby vested solely in the Board, provided, however, that no member may be removed from the Committee by the Board except by the vote or written consent of three-fifths of all of the members of the Board.
- (e) Resignations. Any members of the Committee may at any time resign from the Committee by giving written notice thereof to the Declarant and to the Board.
- (f) Vacancies. Vacancies of the Committee, however caused, shall be filled by the Board.
- (g) Declarant. Notwithstanding the above, the Declarant reserves unto itself the right but not the obligation, to perform the functions of the Committee during the Declarant Control Period.

Section 2. Duties. It shall be the duty of the Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms set forth in Article VI above, to adopt appropriate rules establishing policies for site improvements within Greenwood Park, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

Section 3. Meetings and Compensation. The Committee shall meet from time to time (not more often than once each month except in extraordinary circumstances) as necessary to perform its duties hereunder. Subject to the provisions of Paragraph (b) of Section 1 above, the vote or written consent of any three members, at a meeting, shall constitute the act of the Committee. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. No member of the

Committee who is a member of the Association shall receive from the Association, any compensation for services, provided that the Board may pay reasonable compensation to any member of the Committee who is not a member of the Association. All members of the Committee shall be entitled to reimbursement from the Association for all reasonable expenses incurred by them in the performance of any Committee functions.

Section 4. Architectural Review Committee Rules. The Committee may, but shall not be required to, from time to time in its sole discretion, adopt, amend, and repeal rules and regulations to be known as "Architectural Review Committee Rules" which shall establish policies for review procedures and standards for site improvements within Greenwood Park.

Section 5. Waiver. The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

Section 6. Liability. Neither the Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings, specifications, whether or not defective.
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.
- (c) The development of any property, including, but not limited to, defective construction of residences.
- (d) The execution and filing of any estoppels certificate, whether or not the facts therein are correct.

Section 7. Appeal of Committee Decisions. Any party aggrieved by a decision of the Committee may appeal such decision to the Board, and such decision of the Committee is final, unless overridden by a vote of two-thirds of the Board. No Owner or any other party shall have recourse against the Committee or the Board for its refusal to approve any plans, specifications or contractors.

ARTICLE VIII: USE RESTRICTIONS

Subject to the Special Declarant Rights, the following use restrictions shall apply to all property within Greenwood Park:

Section 1. Single-family Residential Purposes; Principal Building; Accessory Structures; Guesthouse. All Lots shall be used for single-family residential purposes only, except as otherwise designated on a Plat or recorded supplemental declaration. No more than one principal building shall be permitted on any Lot. Accessory structures may be allowed subject to Committee approval.

Section 2. Subdividing, Combination and Boundary Relocation. No Lot shall be subdivided, or its boundary lines relocated, for any purpose other than to merge an additional Lot or part thereof so as to create a Lot larger than the original Lot. No subdivision, combination or boundary relocation shall be made without the written approval of Declarant, its successors and assigns except, however, Declarant hereby expressly reserves to itself, its successors or assigns, the right to re-plat, combine or subdivide any Lot or Lots, shown on the recorded plats, prior to the conveyance thereof, in order to create a modified Lot or Lots. These restrictions herein apply to each Lot which may be so created. Following the combination of two Lots into one larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration. Once combined, the resulting larger Lot may only be subdivided with the consent of the Declarant, its successors and/or assigns. The Board, in its sole discretion, shall determine what effect, if any, the combination or subdivision of a platted Lot has on the assessments for that modified Lot.

Section 3. Non-single family residential use. Except for home occupations as defined below, no commercial or industrial enterprise, undertaking or use or any other non-single family residential use (such as apartments) is permitted within Greenwood Park, unless specifically shown on a recorded Plat that has been signed by Declarant prior to the conveyance of the Lot or Parcel shown on said Plat. If no such enterprise, undertaking or use is shown on a signed recorded plat, then no such enterprise undertaking, or use is permitted. Notwithstanding the above, a "home occupation" on a Lot is allowed with the written consent of the Declarant or Association and in accordance with zoning regulations. A "home occupation" is a use of a residence by an Owner-occupant wherein not more than 25% of the residence is dedicated to business use and there is no traffic generated by the business, and no noise, odor or smoke is emitted off-site as a result of said business.

Section 4. Duty to Maintain and Rebuild.

- (a) Each Owner shall, at his/her sole cost and expense, maintain and repair his/her residence, keeping the same condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
- (b) Each Owner shall keep the grass on the lot properly cut, shall keep the lot free from trash, and shall keep it otherwise neat and attractive in appearance. This shall not be construed as requiring natural areas on a Lot to be mowed.
- (c) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such apparent condition existing immediately prior to the casualty. Alternatively, the Lot owner shall completely raze the residence and sod or seed the entire Lot until such time construction of a new residence is begun.

Section 5. Temporary Structures; Mobile Home; Camping sites. No structure of a temporary character shall be placed upon any portion of Greenwood Park at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any single-family residence. Basements or partially complete single-family residences will be considered temporary and may not be inhabited. Mobile homes, trailers, and tents, may not, at any time, be used as temporary or permanent residences or be permitted to remain on any portion of Greenwood Park after completion of construction thereon as herein above provided, except that the Declarant or the Board may designate areas within Greenwood Park as camping sites.

Section 6. Exterior Construction. The exterior of a single-family residence on a Lot as well as site work and landscaping must be completed within eighteen (18) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner of a Lot due to strikes, fire, natural emergencies or natural calamities. Single family residences may not be occupied until the exterior thereof has been completed. If the exterior is not completed within eighteen (18) months, the Board may require a responsible Lot owner to pay the Association the sum of one hundred fifty dollars (\$150.00) in liquidated damages for each day after (18) months that the exterior is not completed.

Section 7. Trees. No trees, living or dead, shrubs or wildflowers may be removed or cut without the written approval of the Committee, unless said trees [wildflowers, etc.] are located within fifteen (15) feet of a residence or within the right-of-way of driveways and walkways. Notwithstanding the above, any tree which poses a threat to life or property may be removed without the written consent of the Committee. Should a party remove any tree or vegetation as herein provided without the above-described written approval, the Board may fine a party the sum of one thousand five hundred dollars (\$1500.00) for every tree cut without permission, and thereafter one hundred fifty dollars (\$150.00) per tree for each day that a replacement plan acceptable to the Board is not completed. In addition to the above remedies, the Association and its agents may enter the property to replace the removed tree or vegetation and charge the violating owner the costs of such replacement. The Declarant is exempted from this provision.

Section 8. Trash. No Lot shall be used or maintained as a dumping ground or disposal site for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and at all times stored inside of a garage or residence (except for trash pickup days established by the applicable Governmental Entity or private waste hauling company, if applicable). This restriction shall not apply during the period of construction of a residence on the Lot or adjoining Lots, however, upon completion of construction the owner shall comply with all restrictions with respect to disposal of trash and maintenance of the Lot and property in a neat and attractive manner.

Section 9. Utilities; Antennae; Wireless Communication. All utilities, wires, cables, antennae and the like, of any kind (such as telephone, electrical, television, radio and citizens band radios) must be placed underground except as may be expressly permitted and approved in writing by the Committee. No wireless communication towers or antennae shall be permitted within Greenwood Park, except with the written permission of the Committee and the Declarant.

Section 10. Off-street Parking. Each Owner of a single-family residence on a Lot shall provide sufficient space for parking of any and all of said Owner's vehicles within a garage or driveway. Guest vehicles shall be parked off the roadways or in areas designated by the Declarant or the Board for parking. Garage doors must be closed at all times when not in use.

Section 11. Vehicles. The Declarant or the Board reserves the power to place any reasonable restrictions upon the use of roadways as may be allowed by law, including but not limited to the types and sizes of vehicles, including motor cycles, using the roads, the maximum and minimum speeds of vehicles, all other necessary traffic and parking regulations and the maximum noise level of vehicles.

Section 12. Vehicle Storage. Any recreational vehicles, boats, motor homes, campers, commercial vehicles and the like must be parked in an area screened from view as determined by the Committee.

Section 13. Lot Upkeep. It is the responsibility of each Lot Owner to prevent any unclean, unsightly, or unkempt condition of buildings or grounds to exist on the Lot Owner's property. The Declarant or the Association shall have the right, but not the duty, to enter upon any property for the purpose of abating any unclean, unsightly or unkempt condition of buildings or grounds which tend to decrease the beauty of the specific area or the neighborhood as a whole. The cost of such abatement and any damage resulting from such entry shall be at the expense of the specific Lot Owner and said entry shall not be deemed a trespass.

Section 14. Nuisances. No obnoxious or offensive activity shall be carried on upon any portions of Greenwood Park nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner of a Lot, tenant or guest thereof in any area of Greenwood Park thereby diminishing the enjoyment of other Lots by their owners. No hazardous or toxic substances or wastes as defined by applicable law shall be dumped within Greenwood Park. No plant, animal, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any portion of Greenwood Park by the Lot owners, tenants, and guests thereof, may be maintained. The Board has the right in its sole discretion to determine a nuisance, and upon ten (10) days' written notification by the Board, the activity must cease. The board reserves the right to restrict the times allowed for the use of outdoor noise creating landscaping machines and any other noise creating devices that may prove to be a nuisance or annoyance.

Section 15. Erosion Control. Declarant and/or the Association shall have the right to protect from erosion the land designated as areas upon which residential building shall take place, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by Declarant and/or Association to provide and insure against such erosion. The Declarant or the Association, however, is under no duty to take such actions as herein above provided. During the improvement of any Lot, every Owner of a Lot shall use best management practices as that term is defined by applicable State of North Carolina environmental regulations to control erosion and prevent off-site damages so long as one-fourth (1/4) acre of land is disturbed. The Committee may require any Lot owner disturbing more than one-fourth (1/4) acre of land to submit for Committee approval an erosion control and drainage plan, and therein may require that such plan be signed off by a licensed Engineer. In order to implement effective and adequate erosion control and protect the beauty and purity of the water courses within Greenwood Park, the Association and its agents shall have the right, but not the obligation, to enter any Lot for the purpose of correcting or remedying any erosion control violations. Any costs of remediation attributable to a Lot Owner's failure to comply with best management practices in erosion control incurred by the Association shall be the responsibility of the Lot Owner. The Declarant is exempted from this provision.

Section 16. Fires. All open burning is prohibited except open burning allowed by the following exceptions: Campfires and fires used solely for outdoor cooking and other recreational purposes, or for ceremonial occasions, or for human warmth and comfort and which do not create a nuisance and do not use synthetic materials or refuse or salvageable materials for fuel. Outdoor grilling shall be done with the greatest of care in view of fire and smoke hazards and general pollution.

Section 17. Signs.

(a) Other than political signs, no sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except temporary construction signs not greater than nine (9) square feet in size; provided, however, Declarant shall have the right to (i) erect signs when advertising the property, (ii) place signs on Lots designating the lot number of Lots, and (iii) following the sale of the lot, place signs of such Lot indicating the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and Lot numbers as approved by the Architectural Review Committee. Notwithstanding the above, the Declarant may require an owner of a Lot to install, at Owner's expenses, and at a location designated by Declarant, common address signage for easy identification for emergency services.

(b) For elections in which owner(s) of a Lot are eligible to vote, political signs, with no more than 1 sign per candidate or issue and not greater than 24 inches x 24 inches in size, may be placed by an owner of a lot within their building setbacks no earlier than 45 days prior to an election and shall be removed within 2 days after the election day.

(c) Any display of the American and State Flag is to be regulated in accordance with State Ordinance 47F-3-121 and any amendments thereto.

Section 18. Water Courses. No lake shall be constructed, neither shall the course of any stream, spring or other water course be changed, nor any culverts installed in any water course without prior written approval of Declarant.

Section 19. Storage Tanks. Underground gasoline storage tanks are not permitted within Greenwood Park. Underground propane or liquid gas tanks and above ground storage tanks may be allowed subject to Committee written approval.

Section 20. Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other commonly domesticated household pets may be kept, provided that they are not bred, maintained or housed (i.e. kennels) for commercial purposes. Pets, when running loose, must be kept strictly within the boundaries of a Lot Owner's property, except as may be permitted on Common Elements by Board rules and regulations. At all other times, they must be kept securely on a leash. No pets are permitted if they are kept so as to constitute a nuisance as determined by the Board in their sole discretion.

Section 21. Vacant Lots, Reserved Areas and/or Future Development. Unused and/or vacant lots, or property designated herein as reserved areas or as Future Development are not to be trespassed upon for any reason, except that Declarant on a case-by-case basis may give a revocable, written license to an individual Lot owner to hike in these areas. Any Lot owner who is provided a license for hiking by the Declarant in its sole discretion agrees to indemnify and hold harmless the Declarant from any and all costs, expenses (including reasonable attorney's fees), damages, or losses that may arise from the use of the license. Any such Lot owner agrees to assume all risks associated with being on the property that is the subject matter of the license, and no easement rights to the land shall accrue to the Lot Owner from the issuance of the license.

Section 22. Hunting and Firearms. Hunting, trapping, or the harassing of animals, fowl or game is prohibited, and the discharge of firearms or bows and arrows for any purpose shall be prohibited.

Section 23. Fishing. Fishing rules are to be governed by the State of North Carolina and rules as circulated to the owners of Lots by the Declarant and/or the Board.

Section 24. Trespass. Whenever the Association or the Declarant is permitted by these covenants to correct, repair, clean, preserve, clean out or do any action on any portion of Greenwood Park, including Lots and Parcels, entering such areas and taking such action shall not be deemed a trespass on the part of the Association or the Declarant or their agents.

Section 25. Septic Systems. Septic tanks, drain and repair fields are prohibited on any Lot or Parcel.

Section 26. Enforcement.

(a) All covenants, restrictions and affirmative obligations set forth herein shall run with the land and shall be binding on all parties and persons claiming under them.

(b) Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, or to recover damages, or in addition to the lien enforcement rights set out in the Act, by any appropriate proceeding at law or equity against the land to enforce any lien created by these covenants. The remedies given herein are distinct, cumulative remedies and the exercise of any of them shall not be deemed to exclude the rights of Declarant or Association to exercise any or all of the others or those which may be permitted by law or equity. The failure to enforce any rights, restrictions or conditions contained herein, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. Any person entitled to file a legal action for violation of these covenants shall be entitled as part of any judgment in favor of the filing party to recover reasonable attorney's fees as a part of such action.

Section 27. Responsibility for Others. Owners of a Lot are obligated to assume the responsibility that any and all dependents, guests, servants, visitors and building contractors, working for the Lot Owner, observe and maintain all the rules, regulations, covenants and restrictions binding the Lot Owners themselves.

Section 28. Leasing or Renting. A Lot Owner may lease or rent the family residence owned by such Owner; provided, however, that the tenant or lessee shall be bound by all covenants and restrictions contained herein. A Lot Owner may lease or rent a portion of the family dwelling unit only with application to the Board and the expressed written approval of the Board for which the Board has maximum flexibility to establish terms, rules and regulations for each application.

Section 29. Variances. In case of hardship and for good cause shown, the Declarant during the Declarant Control Period or the Board or the Committee may in their sole discretion grant variances from any of these covenants and restrictions. The decision of Declarant or the Board to grant or not grant variances as herein provided is based upon the Declarant's or Board's sole and absolute discretion.

ARTICLE IX: FUTURE SECTIONS; PHASES; ANNEXED PROPERTIES; AND REMOVAL OF PROPERTIES

During the Declarant Control Period, the Declarant reserves the right to subject Annexed Properties as herein defined to the terms of this Declaration and the general plan of development for Greenwood Park by the filing of a supplement to this Declaration with corresponding plat that identifies the property to be added to Greenwood Park. Notwithstanding any provision of this Declaration to the contrary, Declarant, in its sole discretion, shall designate in the Supplemental Declaration the permitted uses within the Annexed Properties, which may be other than residential, and any other development restrictions affecting the use and enjoyment of said land. Notwithstanding the differences, if any in the use restrictions for Annexed Properties, it is the intent of the Declarant that properties once annexed be part of the general plan of development for Greenwood Park; provided, however, during the Declarant Control Period, the Declarant reserves the right to modify the boundaries of Greenwood Park to remove unsold properties from the Greenwood Park planned community. This right to remove properties from the general plan of development for Greenwood Park does not apply to Common Elements unless such removal is in conformity with Section 47F-3-112 of the Act. This Article is to be construed to give the Declarant the broadest flexibility to add Annexed Properties to the Greenwood Park planned community with use restrictions tailored for each additional tract or to modify the boundaries of Greenwood Park when determined in the sole discretion of the Declarant to be in the best interest of Greenwood Park.

ARTICLE X: AMENDMENTS

During the Declarant Control Period, the Declarant reserves the right, without the consent of the Association or any other Lot owner, to amend this Declaration or any amendments thereto if necessary for the exercise of or protection of any Special Declarant Rights. Otherwise, this Declaration may be amended only by affirmative vote or written agreement signed by Owners of Lots to which sixty-seven percent (67%) of the votes in the Association are allocated. During the Declarant Control Period, any amendments to this Declaration require the written consent of the Declarant.

ARTICLE XI: MISCELLANEOUS

Section 1. Severability. Should any covenant, restriction, article, paragraph, subparagraph, sentence, clause, phrase or term herein contained be declared to be void, invalid, illegal or unenforceable, for any reason whatsoever, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect any other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 2. Construction of this Declaration.

This Declaration and the provisions contained herein shall be construed in accordance with the laws of the State of North Carolina. Except for Special Declarant Rights and other rights herein reserved to the Declarant, the Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions hereof, and its good faith determination, construction or interpretation shall be final and binding.

EXHIBIT A

Property Subject to Declaration of Covenants, Restrictions, et al. for Greenwood Park, a Planned Community

BEING all of Phase 1 of Greenwood Park Subdivision as shown on a plat prepared by Blackrock Surveying and Land Design, P.C. and recorded in PB_____ PG_____ of the Buncombe County, North Carolina Register's Office, reference to said plat being made for a more particular description of said property.



BUNNELL-LAMMONS ENGINEERING, INC.

GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

December 4, 2017

Mr. William C. Dorf
Greenwood Park, Inc.
88 Union Chapel Road
Weaverville, North Carolina 28759

Subject: **Report of Asphalt Pavement and Subgrade Evaluation
Portion of Al Dorf Drive
Greenwood Park Subdivision
Weaverville, North Carolina
BLE Project No. J17-11986-01**

Dear Mr. Dorf:

Bunnell-Lammons Engineering, Inc. (BLE) is pleased to present this letter for the recently constructed portion of Al Dorf Drive. Our services were provided in accordance with Bunnell-Lammons Engineering (BLE) proposal No. P17-0975 dated November 2, 2017 and executed by you on November 15, 2017. BLE was requested to determine the thickness and density of the asphalt pavement, the thickness of the crushed stone and the suitability of the underlying soil subgrade and compare these findings against applicable Towns standards.

Summary of Field and Laboratory Services

On November 20, 2017, BLE personnel obtained core samples of the asphalt pavement at seven locations within the recently paved roadway using a diamond-tipped, water-cooled, six-inch diameter core barrel advanced by an electric drill. The sample locations were spaced at approximately 100-foot intervals along the newly paved roadway (approximate stations 11+00 to 17+00). The asphalt core was removed at each location to expose the underlying subgrade materials. The asphalt was observed to be supported by a crushed stone base at all seven test locations. The pavement cores were visually observed and measured for thickness. The measured thicknesses of the asphalt cores ranged from 2 inches to 2½ inches. After the cores were removed, the aggregate base course was removed and measured for thickness. The underlying crushed stone measured thickness ranged from 8 to 10 inches. The measured thicknesses are presented in the Appendix in Table 1.

Upon encountering the soil subgrade, dynamic cone penetrometer (DCP) testing was performed to evaluate the stiffness of the subgrade. The DCP testing was repeated at one-foot vertical intervals to a depth of approximately 36 inches below the pavement surface. The dynamic cone penetrometer is an instrument composed of a conical point driven with blows from a 15-pound hammer falling 20 inches. The point is driven into the soil in three increments of 1¼ inches. The number of hammer blows required to drive each increment is recorded. The average number of blows of the final two increments, when properly evaluated, is an index to soil strength. The Hand Auger Boring logs are presented in the Appendix.

The results of the DCP testing indicated that the encountered soil subgrade was a firm residual silty sand and had suitable strength to support a flexible pavement. The subgrade soils were also noted to be dry at the time the fieldwork was performed. Upon completion of the testing, the core holes were backfilled with the cuttings and were patched using an asphalt cold patch mix.

Upon completion of the field testing, the recovered cores were returned to our laboratory for visual examination and laboratory testing to determine the physical properties and compaction of the asphalt mix. Laboratory testing consisted of Bulk Specific Gravity (ASTM D2726), Maximum Laboratory Density of Bituminous Specimens using the Marshall Apparatus (ASTM 6926) and Maximum Theoretical Specific Gravity (ASTM D2041).

Compaction was then calculated for the core samples as the ratio of our laboratory determined specific gravity of the core samples to the maximum specific gravity determined by the Marshall test method, expressed as a percentage. The maximum theoretical specific gravity determined was 2.503, which yields a maximum theoretical density of 156.2 pcf. A bulk specific gravity test was performed on each core to determine the actual in-place density. The calculated percentage of the maximum theoretical density ranged from 91.7 to 92.6 percent with an average calculated percentage of 92.2 percent. The compaction results are presented in the Appendix in Table 1.

Also as part of our scope of services, a firetruck turn around was proofrolled with a fully loaded tandem axle dump truck operated by the grading contractor. No yielding (i.e. pumping or rutting) of the firetruck turn around was noted during our site visit.

Conclusion and Recommendations

Based on our understanding of the Town's requirements, a minimum pavement section of 2 inches of asphalt (SF9.5) and 8 inches of aggregate base course stone is required. Our field observations and test results indicate the specimens and locations tested by BLE for the aspects of the project mentioned above meet or exceed these requirements for thickness and compaction. The testing of the underlying soil subgrade at the core locations indicated that the encountered soil had suitable strength to support the overlying asphalt pavement.

In addition, the observed proofrolling of the subgrade for the firetruck turn around exhibited no yielding (i.e. pumping or rutting) of the subgrade. Based on this proofrolling, the subgrade should provide adequate support for a 75,000-pound fire truck.

Limitations of Report

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions and recommendations contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other warranty, express or implied, is made.



Thank you for the opportunity to provide our professional geotechnical engineering services to this evaluation of the asphalt and subgrade at the subject property. We will be pleased to discuss our findings and conclusion with you and would welcome the opportunity to work with you in the future.

Respectfully submitted,
BUNNELL-LAMMONS ENGINEERING, INC.

Sam C. Interlicchia
Project Manager

Jesse R. Jacobson, P.E.
Asheville Branch Manager
Registered NC 30948



Attachments:

Table 1

Percent Compaction and Thickness of Asphalt Pavement & Stone Base

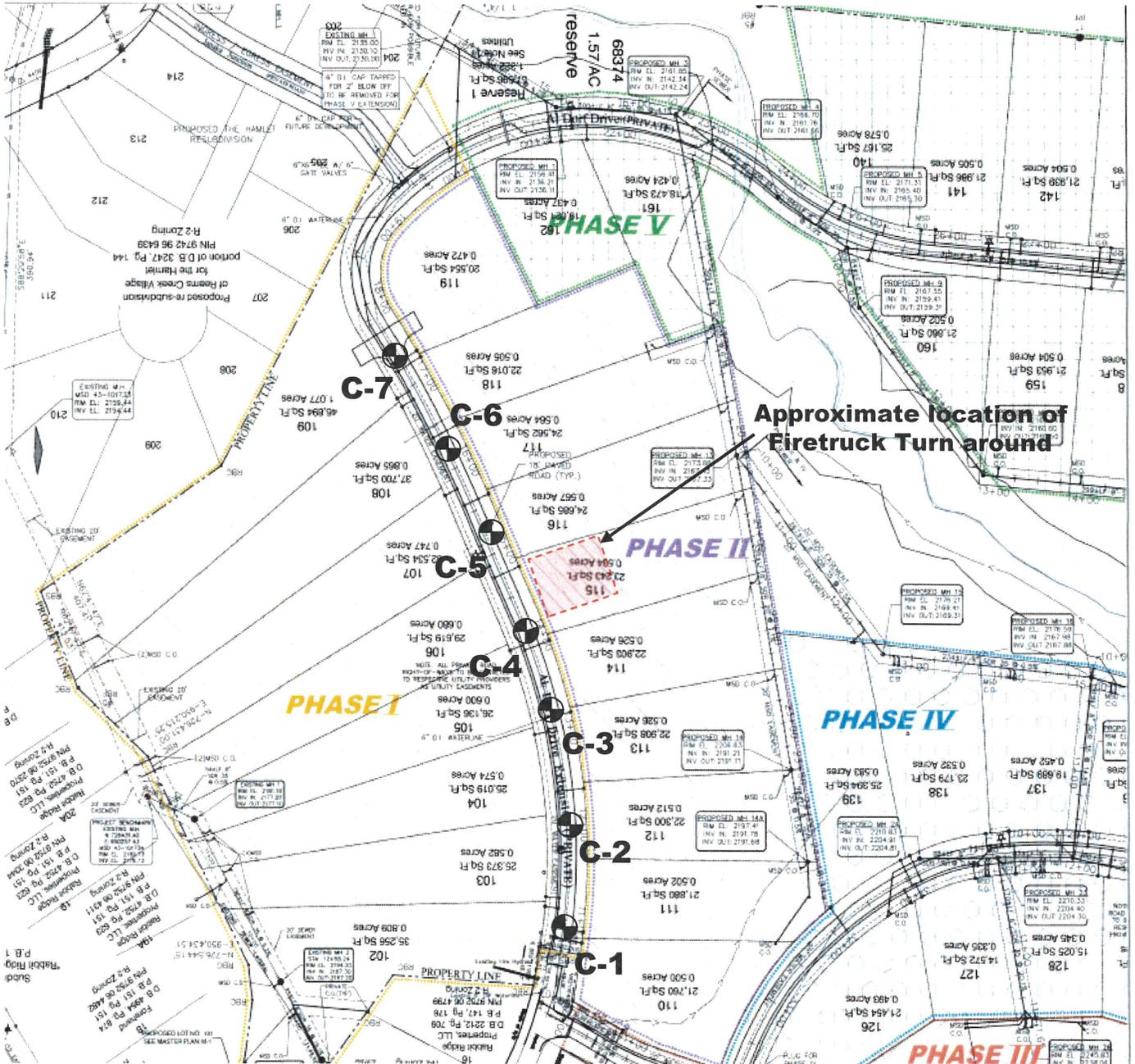
Portion of Al Dorf Drive
 December 4, 2017
 BLE Project No. J17-11986-01

Core I.D.	Asphalt Thickness (in)	Stone Base Thickness (in)	Bulk Specific Gravity of Core	Percent Compaction (a)
1	2	8½	2.303	92.0
2	2¼	8	2.310	92.3
3	2	9	2.319	92.6
4	2⅛	10	2.300	91.9
5	2	10	2.296	91.7
6	2½	8¼	2.317	92.6
7	2½	8	2.314	92.4
Average Percent Compaction				92.2

(a) Compaction based on comparing density determined on 6-inch diameter cores retrieved from in-place pavement with laboratory maximum theoretical specific gravity (2.503).

Prepared by: SCI

Checked by: JRJ



 Approximate Core Location

Reference Drawing: Portion of Sheet C-3 dated 6/16/16 prepared by MDG



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-1	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2"	Asphalt	---
2"	10½"	Aggregate Base Course Stone	---
10½"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	7-7-7 7-8-9 16-25+
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



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Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-2	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2¼"	Asphalt	---
2¼"	10¼"	Aggregate Base Course Stone	---
10¼"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	9-9-10 9-10-12 9-11-15
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
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Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-3	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2"	Asphalt	---
2"	11"	Aggregate Base Course Stone	---
11"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	6-8-10 7-7-11 8-11-11
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes:</p> <p align="center">Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-4	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2 1/8"	Asphalt	---
2 1/8"	12 1/8"	Aggregate Base Course Stone	---
12 1/8"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	4-7-10 7-9-13 10-10-13
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-5	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2"	Asphalt	---
2"	12"	Aggregate Base Course Stone	---
12"	36"	Residuum– Reddish brown, silty fine-medium SAND (SM)	7-9-11 8-9-11 9-11-12
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes:</p> <p align="center">Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-6	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2½"	Asphalt	---
2½"	10¾"	Aggregate Base Course Stone	---
10¾"	36"	Residuuum– Tannish brown, silty fine-medium SAND (SM)	7-9-9 8-8-9 9-15-20
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



BUNNELL-LAMMONS ENGINEERING, INC.
 GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

Hand Auger Boring Log

Job Name: Al Dorf Drive		Hand Auger Boring Number: HAB-7	
Job Number: J17-11986-01		Date Logged: 11/20/2017	
Approximate Surface Elevation:		Logged By: Sam Interlicchia	
Depth		Stratum Description	Dynamic Cone Penetrometer blows/increment (1 st - 2 nd - 3 rd)
From	To		
0	2½"	Asphalt	---
2½"	10½"	Aggregate Base Course Stone	---
10½"	36"	Residuum– Tannish brown, silty fine-medium SAND (SM)	7-8-10 10-11-20 25+
Hand auger boring terminated at 36 inches			
<p align="center">Remarks and Notes: Groundwater not observed at time of excavation. Bore hole backfilled with soil cuttings. Core hole patched with bag mixed asphalt patch.</p>			



I, ROBERT L. BROCK, JR., CERTIFY THAT THIS PLAT, SHOWING AMEND UNDER MY SUPERVISION (DEED RESUBDIVISION RECORDED IN DEED BOOK 4792, PAGE 633, DEED BOOK 2212, PAGE 78) AND DEED NOT SUBMITTED AS CLEARLY INDICATED AS BEING FROM INFORMATION AS SHOWN ON THE FACE OF THIS PLAT, IS A CORRECT AND TRUE REPRESENTATION OF THE STATE OF NORTH CAROLINA AND THAT THE MAP MEETS THE REQUIREMENTS OF THE STATUTE OF LAND SURVEYING IN NORTH CAROLINA AND THAT THE SAME HAS BEEN PREPARED IN ACCORDANCE WITH GS 47-20 AS AMENDED.

THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

DAY OF DECEMBER, A.D. 2017.

ROBERT L. BROCK, JR. 35-389

I, Robert K. Brock, Jr., certify that this map was prepared under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey:

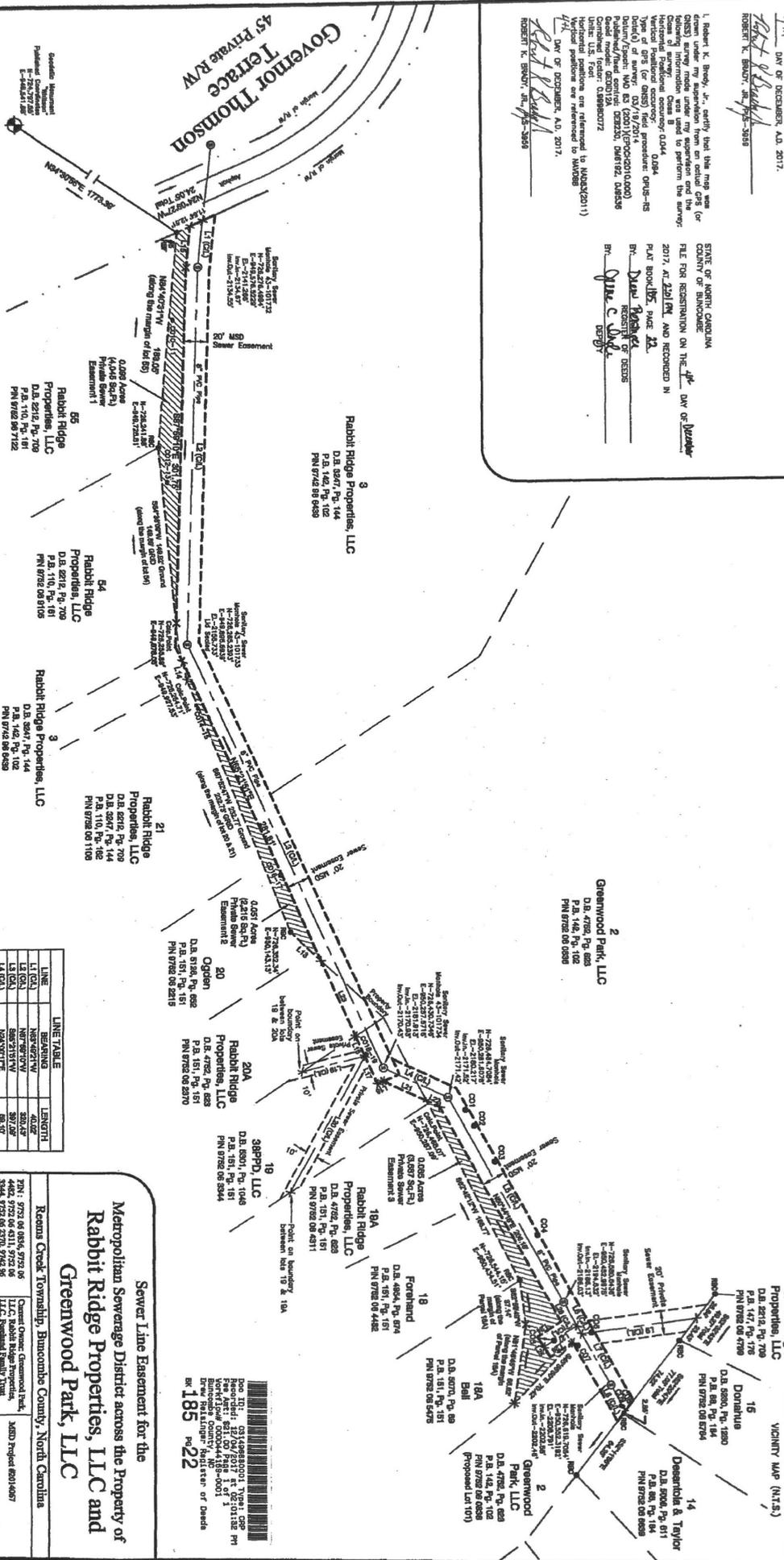
Horizontal Positioning Accuracy: ODA
 Vertical Positioning Accuracy: ODA
 Date of Survey: 09/19/2014
 Datum/Epoch: NAD 83 (2011) (EPSG:20110000)
 Geoid Model: GEOID13A
 Geoid Height: 0.001724
 Contour Interval: 0.0000072
 Horizontal positions are referenced to NAD83(2011)
 Vertical positions are referenced to NAVD83

DAY OF DECEMBER, A.D. 2017.

ROBERT K. BROCK, JR. 35-389

STATE OF NORTH CAROLINA
 COUNTY OF SAMPSON

FILE FOR REGISTRATION ON THE DAY OF November
 2017, at 2:24 PM AND RECORDED IN
 PLAT BOOK PLATE 22
 BY: Daryl Brock
 REGISTRAR OF DEEDS
 BY: Quinn C. Brock
 DEPUTY



GENERAL NOTES:

1. This report is based on all measurements, right-of-way and easement information shown on the plat.
2. Lines not surveyed are shown on the plat from information furnished to the surveyor.
3. The new stone markers are shown on the plat from information furnished to the surveyor.
4. Subject property is not located within a flood hazard area as shown on the Flood Hazard Insurance Rate Map (FIRM) for the area (FIRM No. 17022-02-10172A and 17022-02-10172B).
5. All easements are indicated on the plat.
6. All easements are indicated on the plat.
7. This plat has been prepared without the benefit of a title report which may reveal additional encumbrances, easements, rights-of-way or building restrictions which may affect the property. The surveyor is not responsible for such encumbrances, easements or restrictions.
8. This map does not constitute a warranty of title or a warranty of the accuracy of the plat.
9. The purpose of this plat is to establish a boundary line for the property shown on the plat and to show the location of any easements, rights-of-way or building restrictions which may affect the property.
10. The boundary of lot 22 is as shown on the plat.

Legend

---	Right-of-Way
---	Easement
---	Utility Easement
---	Proprietary Easement
---	Other Easement
---	Boundary
---	Survey Line
---	Corner Markers
---	Other Markers
---	Other Features

LINE	BEARING	LENGTH
L1 (C/A)	N87°09'17"W	80.42'
L2 (C/A)	N87°09'17"W	80.42'
L3 (C/A)	N87°09'17"W	80.42'
L4 (C/A)	N87°09'17"W	80.42'
L5 (C/A)	N87°09'17"W	80.42'
L6 (C/A)	N87°09'17"W	80.42'
L7 (C/A)	N87°09'17"W	80.42'
L8 (C/A)	N87°09'17"W	80.42'
L9 (C/A)	N87°09'17"W	80.42'
L10 (C/A)	N87°09'17"W	80.42'
L11 (C/A)	N87°09'17"W	80.42'
L12 (C/A)	N87°09'17"W	80.42'
L13 (C/A)	N87°09'17"W	80.42'
L14 (C/A)	N87°09'17"W	80.42'
L15 (C/A)	N87°09'17"W	80.42'
L16 (C/A)	N87°09'17"W	80.42'
L17 (C/A)	N87°09'17"W	80.42'
L18 (C/A)	N87°09'17"W	80.42'
L19 (C/A)	N87°09'17"W	80.42'
L20 (C/A)	N87°09'17"W	80.42'
L21 (C/A)	N87°09'17"W	80.42'
L22 (C/A)	N87°09'17"W	80.42'
L23 (C/A)	N87°09'17"W	80.42'
L24 (C/A)	N87°09'17"W	80.42'
L25 (C/A)	N87°09'17"W	80.42'
L26 (C/A)	N87°09'17"W	80.42'
L27 (C/A)	N87°09'17"W	80.42'
L28 (C/A)	N87°09'17"W	80.42'
L29 (C/A)	N87°09'17"W	80.42'
L30 (C/A)	N87°09'17"W	80.42'

Sewer Line Easement for the Metropolitan Sewerage District across the Property of Rabbit Ridge Properties, LLC and Greenwood Park, LLC

Recess Creek Township, Bladen County, North Carolina

Owner: **Rabbit Ridge Properties, LLC**
 Attention: **Robert K. Brock, Jr.**
 3890 Project 62014687
 3825 Pkwy 140, 100, 151/
 154, 110, 116
 28387, 2839
 703.62122015

Owner: **Greenwood Park, LLC**
 Attention: **Robert K. Brock, Jr.**
 3890 Project 62014687
 3825 Pkwy 140, 100, 151/
 154, 110, 116
 28387, 2839
 703.62122015

DATE OF SURVEY: 09/19/2014
 SURVEYOR: **Robert K. Brock, Jr.**
 35-389

BLACKROCK SURVEYING & LAND DESIGN, P.C.
 Asheville, North Carolina 28814
 Phone: 828.252.4341
 Fax: 828.252.4342
 www.blackrocksurveying.com

PO Box 5300
 Asheville, North Carolina 28814
 Phone: 828.252.4341
 Fax: 828.252.4342
 www.blackrocksurveying.com

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 22, 2018
Subject: Proposed Zoning Map Amendment
Presenter: Planning Director
Attachments: Zoning Map Amendment Application and Related Documents, Recommendation of the Planning and Zoning Board, Public Notice, Proposed Ordinance

Description:

Staff is in possession of an application to amend the zoning map of the Town of Weaverville. Said application proposes to change the zoning of three adjacent parcels of land under common ownership within three separate zoning districts (R-3, C-2, I-1) into a single zoning distinction of R-12. These three parcels may be found between Walmart and Monticello Road.

It is important for Council to take into account each use permitted within the zoning district when considering a zoning change. However, in this instance, the R-12 zoning district was specifically created and implemented to accommodate multifamily housing at a density not to exceed 12 units per acre. It is my understanding that the applicant will be applying for a conditional zoning district for this purpose should the zoning of R-12 be achieved.

As you will see in the recommendation of the Planning and Zoning Board, the favorable recommendation was passed via a 3-2 vote with Theroux, Burge and Cordell in favor and Osborne and Stanz casting the dissenting votes.

Action Requested:

Staff is seeking the approval of the zoning map amendment in conjunction with the recommendation of the Planning and Zoning Board.



**Town of Weaverville
Planning and Zoning Board**

On Monday January 2, 2018 the Planning and Zoning Board reviewed and recommended to Town Council the attached proposed rezoning of three contiguous parcels of land adjacent to Monticello Road known commonly by the parcel identification numbers 9733-70-0398, 9733-70-0050 and 9732-79-2660. The application calls for the rezoning of each property from I-1, R-3 and C-2 respectively to R-12.

Said recommendation passed via a vote of 3- 2 with Chairman Theroux, Vice Chairman Burge and Board Member Cordell voting in favor. Board Members Osborne and Stanz cast the dissenting votes.

It has been found that the proposed rezoning is consistent with the Town's Comprehensive Plan and Chapter 36 – Zoning. The Planning and Zoning Board considers approval both reasonable and in the public interest due to uses present within the zoning district and on adjacent properties.

A handwritten signature in black ink, which appears to read "Doug Theroux", is written over a horizontal line.

**Doug Theroux
Chairman, Planning and Zoning Board**

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

OWNER/APPLICANT NAME: HFW Endeavors

APPLICATION DATE: 11/15/2017

PHONE NUMBER: 704-377-6224

MAILING ADDRESS: 700 East Morehead Street,
Suite 100B, Charlotte, NC 28202

Application is made to the Town Council of Weaverville to amend:

The Zoning Map

The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: Northcrest Road

PIN: 9733-70-1422; 9733-70-0050; 9732-79-2660

LOT AREA (acres): 3.19; 3.47; 2.10

CURRENT ZONING DISTRICT: I-1; R-3; C-2

PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Total acreage |
| <input checked="" type="checkbox"/> | Current owner(s) and date of survey |
| <input checked="" type="checkbox"/> | Property location relative to streets |
| <input checked="" type="checkbox"/> | North arrow |
| <input checked="" type="checkbox"/> | Existing easements, rights of way, or other restrictions on the property |
| <input type="checkbox"/> | Areas located within the floodplain |
| <input checked="" type="checkbox"/> | Natural terrain of 15% or greater grade |
| <input checked="" type="checkbox"/> | Adjoining property owners, addresses, and Buncombe County PINs |

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

JUSTIFICATION OF PROPOSED AMENDMENT(S):

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.

Steven G. Harris MGR HFW ENDEAVORS LLC 11.16.17
SIGNATURE OF APPLICANT DATE

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Zoning Ordinance and to be fully aware of the regulations detailed therein.

REZONING FEE SCHEDULE:

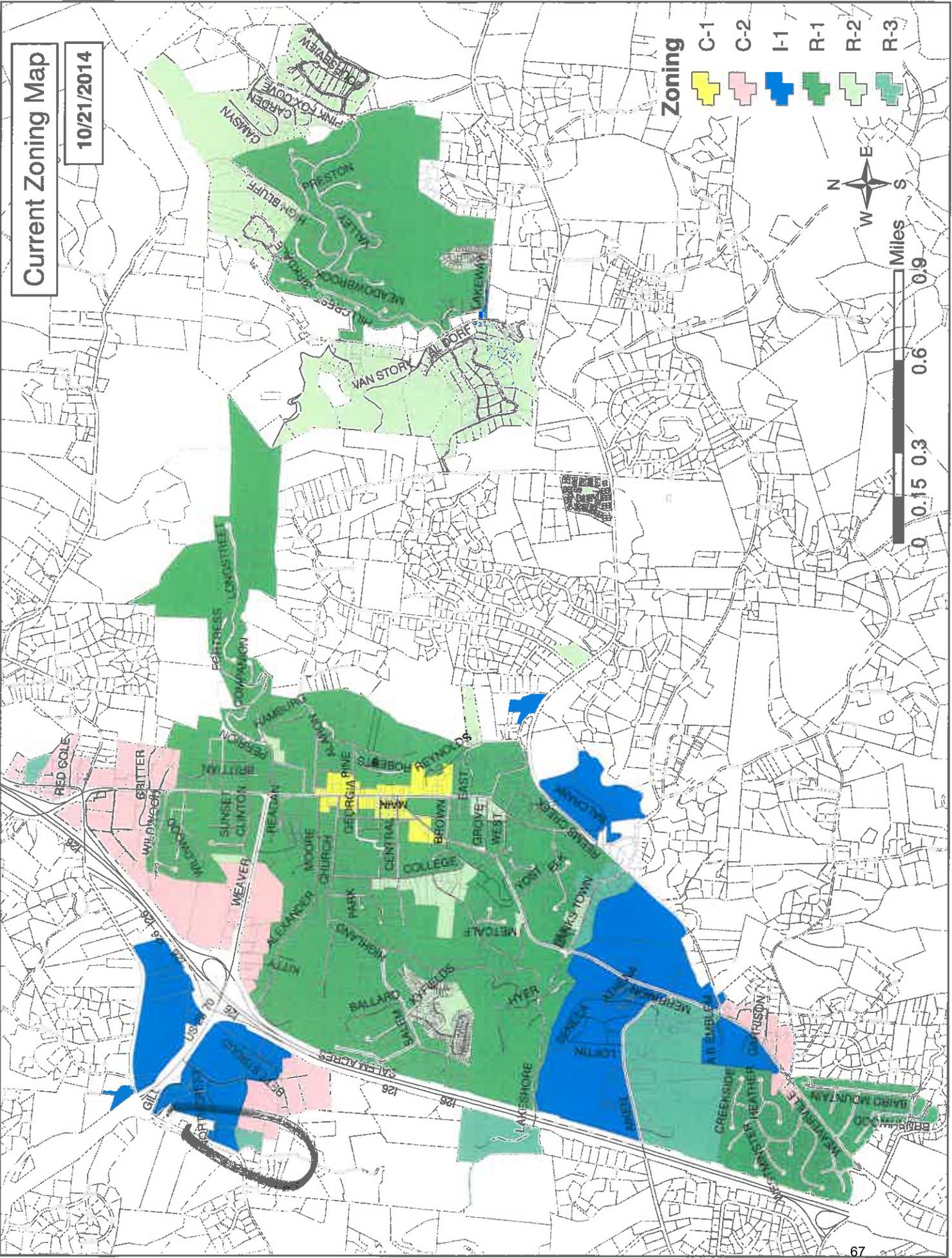
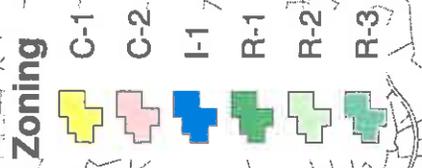
1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY

FEE: \$ <u>\$450</u>	DATE PAID: <u>11.17.17</u>	<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> CASH
DATE OF INTIAL COUNCIL MEETING: <u>12.19.17</u>	ACTION TAKEN:		
DATE OF PLANNING BOARD MEETING: <u>1.2.18</u>	ACTION TAKEN:		
DATE OF PUBLIC HEARING & COUNCIL DECISION: <u>1.22.18</u>	FINAL ACTION:		

Current Zoning Map

10/21/2014



**ORDINANCE AMENDING THE ZONING MAP
OF THE TOWN OF WEAVERVILLE**

WHEREAS, HFW Endeavors is the owner of three adjacent parcels of land under common ownership bearing parcel identification numbers 9733-70-1422, 9733-70-0050, and 9732-79-2660, and which are designated as three separate zoning districts (R-3, C-2, and I-1);;

WHEREAS, the Town is in receipt of a zoning map amendment application submitted by HFW Endeavors requesting that the zoning of the three adjacent parcels of land be changed to R-12;

WHEREAS, on January 2, 2018, the Town’s Planning and Zoning Board reviewed the application for zoning map amendment and voted unanimously to forward a favorable recommendation on an R-12 zoning designation for the three parcels;

WHEREAS, the Planning and Zoning Board specifically review the application in light of the Town’s Comprehensive Land Use Plan and found that an R-12 zoning designation is consistent with the plan in that multi-family residential is contemplated in the area in which the applicant’s properties are located;

WHEREAS, after proper notice the Town Council held a public hearing on January 22, 2018, in order to receive input from the public on these proposed amendments;

WHEREAS, we find that the zoning map amendment as requested does not conflict with the Town’s Comprehensive Land Use Plan;

NOW, THEREFORE, BE IT ORDAINED by Town Council of the Town of Weaverville, North Carolina, that the following parcels be zoned R-12 and that the Town’s official zoning map be updated to reflect the as follows: 9733-70-1422, 9733-70-0050, and 9732-79-2660.

1. These amendments shall be effective immediately upon adoption.

ADOPTED THIS the 22nd day of January, 2018, by a vote of ___ in favor and __ against.

ALLAN P. ROOT, Mayor

ATTESTD BY:

APPROVED AS TO FORM:

DEREK HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the Town of Weaverville Town Council will hold a Public Hearing on Monday, January 22, 2017 at 7:00p.m or at such time as Council reaches the issue. This meeting will occur within Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC to consider the following item:

Proposed Zoning Map Amendment related to three contiguous parcels of land adjacent to Monticello Road known commonly by the parcel identification numbers 9733-70-0398, 9733-70-0050 and 9732-79-2660. The application calls for the rezoning of each property from I-1, R-3 and C-2 respectively to R-12.

If you would like additional information or to review the content related to the Public Hearing you may contact Town Planner and Deputy Town Clerk James Eller at 828-484-7002 or jeller@weavervillenc.org.

Publication Dates: 1/11/18 and 1/18/18



**Town of Weaverville
Planning and Zoning Board**

On Tuesday, January 2, 2018 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached final plat for The Hamlet Phase 1, a portion of Reems Creek Village. Said determination was made inclusive of the amended Reems Creek Village covenants and restrictions to ensure the road maintenance agreement included the newly created lots.

It has been found that the proposed major subdivision would not conflict with the Town's Comprehensive Plan or Subdivision and Zoning Ordinances. The Planning and Zoning Board considers approval both reasonable and in the public interest.

**Doug Theroux
Chairman, Planning and Zoning Board**

3

CUH



Doc ID: 022874260003 Type: CRP
Recorded: 06/17/2010 at 12:23:30 PM
Fee Amt: \$20.00 Page 1 of 3
Workflow# 0000031984-0001
Buncombe County, NC
Otto W. DeBruhl Register of Deeds

BK 4792 PG 538-540

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Prepared by and Return to:
WILLIAM A. BARNES, JR., P.A. (Box #4)
P.O. Box 1123, Weaverville, NC 28787

**SUPPLEMENTAL DECLARATION
And
DECLARATION PROVIDING FOR ROAD MAINTENANCE
Of
REEMS CREEK VILLAGE, Section II and III**

THIS SUPPLEMENTAL DECLARATION is made and entered into this the 17th day of June, 2010, by and between:

**RABBIT RIDGE PROPERTIES, LLC
and
CURRENT AND ALL FUTURE LOT OWNERS
Within Reems Creek Village, Section II and III**

WITNESSETH:

WHEREAS, Rabbit Ridge Properties, LLC is the developer of that Subdivision more particularly shown on **Plat Book 88 at Page 184 ("Section I") and Plat Book 110, Page 161-162 ("Sections II and III")** of the Buncombe County, North Carolina Registry, and generally known as Reems Creek Village; and,

WHEREAS, Rabbit Ridge Properties, LLC is the Declarant having heretofore executed that document captioned **"DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS, TERMS AND CONDITIONS GOVERNING REEMS CREEK VILLAGE SUBDIVISION IN BUNCOMBE COUNTY, NORTH CAROLINA"** (hereinafter "the DECLARATION"); which is of record in the Buncombe County, North Carolina Registry in Book 4117 at Page 69 – 83 and further as noted on the plats, above referenced; and,

2

WHEREAS, Rabbit Ridge Properties, LLC is desirous of formally entering into this SUPPLEMENTAL DECLARATION supplemental declaration for the purposes set out.

NOW, THEREFORE, in consideration of benefits to be derived therefrom and the mutual promises as contained herein, it is understood and agreed as follows:

1. This SUPPLEMENTAL DECLARATION and the DECLARATION of covenants of record in the Buncombe County, North Carolina Registry in Book 4117 at Page 69 – 83 shall both continue to, and hereafter apply to, all lots heretofore platted which comprise portions of Reems Creek Village, by the above-referenced plats.

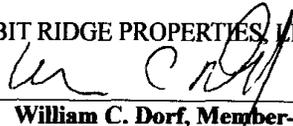
2. All roadways within Reems Creek Village Section II and III, as the same appear on the above-referenced plats, are hereby designated common elements of Reems Creek Village.

3. Those roadways which have heretofore been accepted by the Town of Weaverville for maintenance as exist on Section I, of record in Plat Book 88 at Page 184 are public roadways. All other roadways currently platted on the above-referenced plats, are designated as private roadways and subject to the DECLARATIONS and this SUPPLEMENTAL DECLARATION CREATING AND PROVIDING FOR ROAD MAINTENANCE. Specifically, and without limitation, the private roadways within Reems Creek Village shall be all of Governor Thomson Terrace; all of Penley Park Drive lying West of Al Dorf Drive; and all of Al Dorf Drive lying South of Penley Park Drive.

4. Upon acquisition of a lot within sections containing private roads, now being Sections II and III, each owner will become responsible for that lot's share of the normal upkeep and maintenance. Each owner's share shall be determined by the proportion of that owner's platted lots within any given classification of lots to the total number of lots per classification platted of record within the sections of Reems Creek Village served by private roads, as the same may appear on the above-referenced plats, and any plats which might hereafter be filed which would either re-plat, or alter in any manner, the lots heretofore platted.

5. All matters relating to the private roadways, including without limitation, the assessments to be made for road maintenance shall be determined by the Board of Directors of the Reems Creek Village Property Owners Association, Inc., a North Carolina non-profit corporation. Specific reference is hereby made to the DECLARATION recorded in Book 4117 at Page 69-83, wherein the Articles of Incorporation of Reems Creek Village Property Owners Association, Inc.; and, the By-Laws are set out in full.

IN WITNESS WHEREOF, Rabbit Ridge Properties, LLC, the Declarant, has caused these presents to be signed this the ____ day of June, 2010.

RABBIT RIDGE PROPERTIES, LLC
By: 
William C. Dorf, Member-Manager

3

Stamp/Seal

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE
(County Where Signed)



I, Sandra L. Buckner, a Notary Public of Buncombe County, North Carolina, certify that **WILLIAM C. DORF** personally appeared before me, the said named to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged that he is a Member/Manager of **RABBIT RIDGE PROPERTIES, LLC, a North Carolina Limited Liability Company**, and that by authority duly given, and as an act of the entity, has signed the foregoing instrument in its name and on its behalf as its act and deed, and after being first duly sworn by me, made oath that the statements in the foregoing instrument are true.

WITNESS my hand and Notarial Seal, this day of June , 2010.


Notary Public

My Commission Expires:
August 21, 2010

UNOFFICIAL

Registered this the 22 day of NOV A.D. 2007 at 2:30 P.M. Recorded in Book 010 of Deeds, Register of Deeds, By: Deborah M. Yelton Deputy/Assistant
Deborah M. Yelton

State of North Carolina
 County of Buncombe

I, Paul E. Seaton, Review Officer of Buncombe County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date: 05/23/07
Paul E. Seaton
 Review Officer

I, Paul E. Seaton, Professional Land Surveyor No. L-441, certify to one or more of the following as indicated below:

a. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

I, Paul E. Seaton, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as indicated is 1:10,000; that this plat was prepared in accordance with G.S. 47-20 or amended. Witness my original signature, registration number and seal this 23rd day of NOV A.D., 2007.



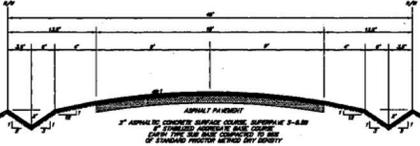
- REFERENCES:
- BUNCOMBE COUNTY PIN: 9752-01-08-8902, 9742-12-88-8500, A PORTION OF 9752-01-08-4120, A PORTION OF 9742-12-85-7857
 - DEED BOOK 2212 PAGE 709, DEED BOOK 2212 PAGE 712, DEED BOOK 3247 PAGE 180, DEED BOOK 3247 PAGE 180
 - PLAT BOOK 86 PAGE 60, PLAT BOOK 86 PAGE 63, MAP BOOK 1 PAGE 31

CURVE LENGTH	RADIUS	Chord Bearing	Chord
C1	23.17'	77.50' N70°30'42"E	23.08'
C2	96.68'	112.50' N63°24'46"W	93.73'
C3	88.99'	102.50' S63°39'56"E	86.22'
C4	19.93'	172.50' N85°13'36"W	19.92'
C5	249.31'	147.50' N53°03'32"W	238.90'
C6	23.56'	15.00' S89°12'05"E	21.21'
C7	83.36'	147.50' S81°59'17"W	82.25'
C8	11.81'	77.50' S86°11'18"E	11.80'
C9	16.20'	77.50' N83°27'33"E	16.17'
C10	15.27'	77.50' N71°49'43"E	15.24'
C11	69.50'	272.50' S84°08'21"W	69.51'
C12	22.80'	77.50' N63°05'25"E	22.52'
C13	11.57'	122.50' N57°26'31"E	11.56'
C14	24.15'	122.50' N65°47'44"E	24.11'
C15	29.28'	227.50' S87°45'24"W	29.26'
C16	28.99'	227.50' S80°25'07"W	28.97'
C17	44.27'	122.50' N67°07'12"E	44.03'
C18	44.27'	122.50' N87°49'31"E	44.03'
C19	57.92'	102.50' S81°59'17"W	57.16'
C20	23.56'	15.00' S20°47'55"W	21.21'
C21	43.06'	772.50' N22°36'16"W	43.06'
C22	179.40'	772.50' N14°21'17"W	178.99'
C23	184.63'	67.50' S86°03'44"E	132.22'
C24	74.95'	172.50' S28°01'28"W	74.36'
C25	74.95'	172.50' S82°55'04"W	74.36'
C26	55.50'	67.50' N41°48'34"E	53.95'
C27	178.03'	147.50' S52°49'53"W	187.42'
C28	69.41'	147.50' N79°06'34"W	68.77'
C29	52.65'	67.50' S87°58'29"E	51.33'
C30	5.35'	67.50' N67°24'31"E	5.35'
C31	96.67'	112.50' N89°45'20"E	93.72'
C32	37.27'	102.50' N76°02'36"W	37.06'
C33	134.69'	102.50' S65°53'52"W	125.20'
C34	30.08'	112.50' N25°54'52"E	29.99'
C35	62.42'	112.50' N49°28'10"E	61.62'
C36	110.79'	127.50' S40°28'16"W	107.34'
C37	125.77'	112.50' N47°36'17"E	119.32'
C38	87.14'	112.50' S78°10'45"E	84.87'
C39	62.59'	112.50' S40°03'11"E	61.78'
C40	32.23'	112.50' S15°54'32"E	32.12'
C41	114.71'	727.50' N12°13'08"W	114.59'
C42	94.79'	727.50' N20°28'07"W	94.72'
C43	203.98'	202.50' N53°03'32"W	195.47'
C44	14.73'	127.50' N85°13'36"W	14.72'
C45	128.06'	147.50' S63°39'56"E	124.07'
C46	93.37'	67.50' N78°25'23"W	86.10'
C47	77.55'	67.50' N41°40'11"E	73.36'
C48	38.52'	67.50' N07°35'32"W	38.00'
C49	58.95'	112.50' S76°57'31"W	58.27'

North Carolina, Buncombe County
 I, a Notary Public of the County and State of North Carolina, do hereby certify that the subdivision plat shown to me is a true and correct copy of the original instrument, and that the plat has been approved by the Town Council of Weaverville for recording in the office of the Register of Deeds of Buncombe County.
 Date: 5-22-2007
Tom McMillan
 Notary Public
 Weaverville, N.C.

LINE	LENGTH	BEARING
L1	9.09'	S79°04'30"W
L2	46.82'	S38°47'39"E
L3	19.32'	N88°32'14"W
L4	29.10'	S81°54'38"E
L5	24.63'	S71°28'33"W
L6	25.00'	S56°48'03"W
L7	82.61'	S15°34'40"W
L8	25.78'	S65°21'52"W
L9	39.68'	S18°15'15"W
L10	45.00'	S65°08'21"W
L11	35.37'	S65°21'52"W
L12	22.46'	S65°21'52"W
L13	39.50'	S65°21'52"W
L14	82.61'	S15°34'40"W
L15	66.69'	N07°42'07"W
L16	26.14'	N07°42'07"W
L17	25.62'	S24°12'05"E
L18	19.32'	N88°32'14"W
L19	46.82'	S38°47'39"E
L20	2.72'	S81°49'20"E
L21	31.06'	N76°36'20"E
L22	26.89'	N04°19'05"W
L23	38.97'	N00°22'07"W
L24	51.83'	S31°48'01"E
L25	17.11'	S77°58'10"W
L26	27.18'	N68°20'08"E
L27	12.72'	S61°38'34"W
L28	35.65'	S09°07'42"W

BROOKS & MEDLOCK
 ENGINEERING, PLLC
 17 Arlington Street
 Asheville, N.C. 28801
 Phone: 1-828-232-4700
 Fax: 1-828-232-1331



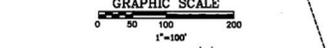
NOTE: AVOID A SURFACE ROAD FROM ANY ROAD CLASSIFICATION AND METROPOLITAN SEWER DISTRICT OF BUNCOMBE COUNTY RESPECTIVELY.

LEGEND

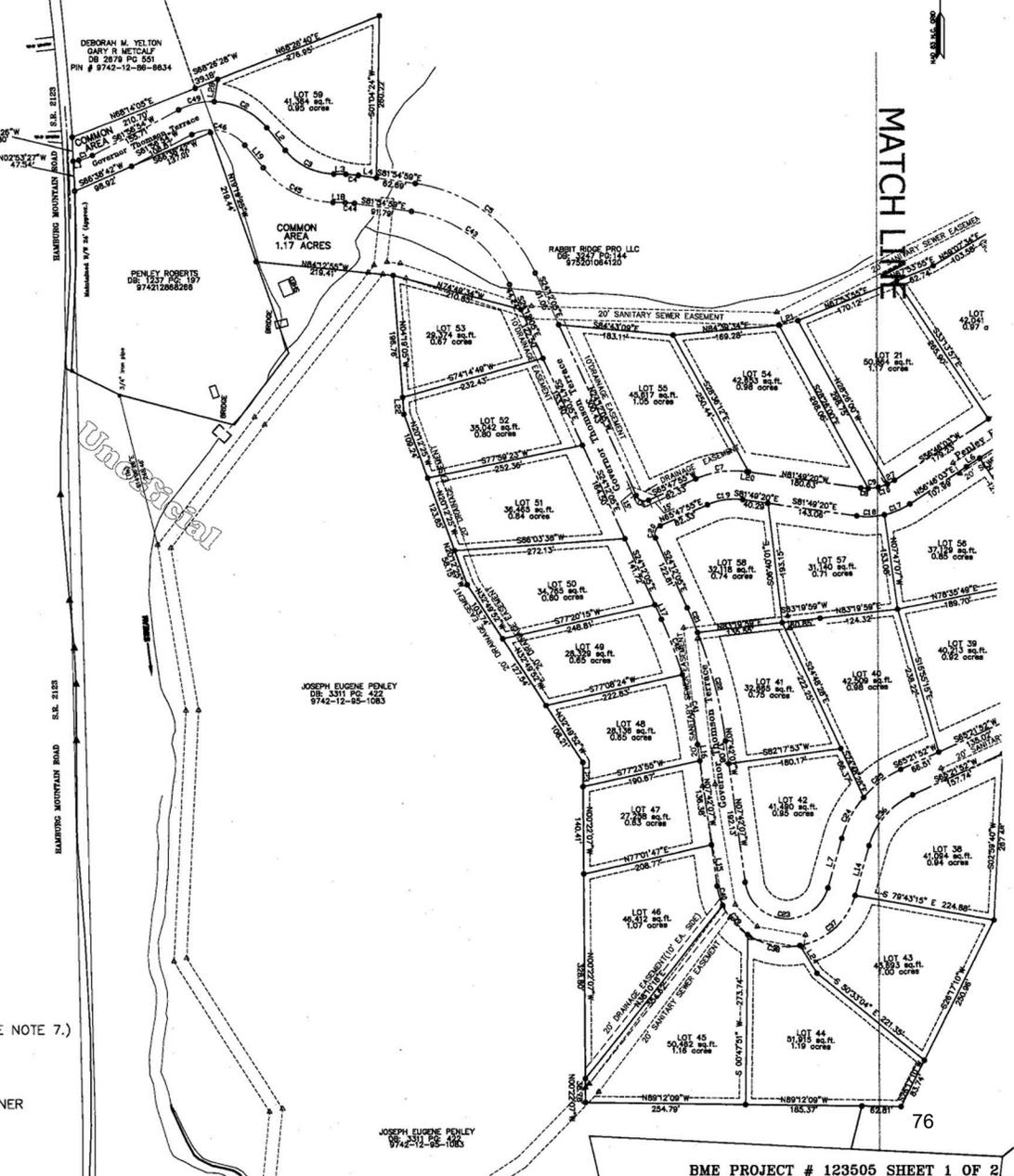
- PROPERTY LINE W/ CORNER (SEE NOTE 7.)
- ▲— BUILDING SETBACKS LINE
- △--- EASEMENT CORNERS
- 3/4" IRON PIPE, PROPERTY CORNER

- NOTES:
- TOTAL AREA IS 40.95 ACRES.
 - TOTAL NUMBER OF LOTS: 41.
 - PROPERTY ZONING IS R-2; ALL ADJACENT PROPERTY ZONING IS R-2.
 - REQUIRED BUILDING SETBACKS:
 FRONT: 30 FEET; REAR: 10 FEET; SIDE: 10 FEET; CORNER LOT SIDE YARD; SETBACK SHALL BE THE SAME AS FRONT YARD.
 SETBACK REQUIREMENTS FOR ADJUTING PROPERTY FACING THE SIDE STREET.
 - WATER & SEWER TO BE PROVIDED BY THE TOWN OF WEAVERVILLE AND METROPOLITAN SEWER DISTRICT OF BUNCOMBE COUNTY RESPECTIVELY.
 - ELECTRIC, CABLE, AND TELEPHONE TO BE PROVIDED BY UNDERGROUND SERVICE LINES.
 - ALL PROPERTY CORNERS SET ARE 5/8 IRBAR
 - SEE DECLARATION OF COVENANTS RECORDED IN BOOK 4117 PAGE 69-83 BUNCOMBE COUNTY REGISTRY FOR ANY UTILITY RESERVATIONS THAT MAY AFFECT ANY LOT OR COMMON AREA.

FINAL PLAT
 SHOWING LOTS 18 THRU 59
 REEM'S CREEK VILLAGE
 SECTION 2 & 3
 WEAVERVILLE TOWNSHIP
 BUNCOMBE COUNTY, NORTH CAROLINA
 DATE: APRIL 12, 2007
 SCALE: 1"=100'
 GRAPHIC SCALE



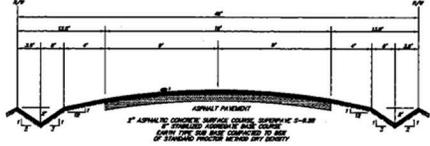
JERRY M. RUSSELL
 DB 2430 PG 333
 PIN # 9742-12-98-0652



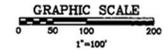
Doc ID: 0500212001
 Recorded: 05/23/2007 11:05:00 AM
 Fee Amt: \$11.00 Page 1 of 1
 Word/Land Entry: 110 pg 161
 Buncombe County, NC
 Otto W. DeHaven, Register of Deeds



Registered this the 22 day of May 2007
 City of Asheville, North Carolina
 By: *Paul E. Sexton* Deputy Registrar



FINAL PLAT
 SHOWING LOTS 18 THRU 59
 REEM'S CREEK VILLAGE
 SECTION 2 & 3
 WEAVERVILLE TOWNSHIP
 BUNCOMBE COUNTY, NORTH CAROLINA
 DATE: APRIL 12, 2007
 SCALE: 1"=100'
 GRAPHIC SCALE



State of North Carolina
 County of Buncombe
 I, *Paul E. Sexton*, Review Officer of Buncombe County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
 Date: 05/22/07

I, Paul E. Sexton, Professional Land Surveyor No. L-4447, certify to one or more of the following as indicated (check):
 a. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

I, Paul E. Sexton, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of area as indicated in this plat to the area as prepared in accordance with G.S. 47-80 is amended, witness my original signature, my seal, and the date of this day of May, A.D., 2007.



- NOTES:
- TOTAL AREA IS 40.55 ACRES.
 - TOTAL NUMBER OF LOTS: 41.
 - PROPERTY ZONING IS R-2; ALL ADJACENT PROPERTY ZONING IS R-2.
 - REQUIRED BUILDING SETBACKS:
 FRONT: 30 FEET; REAR: 10 FEET; SIDE: 10 FEET; CORNER LOT SIDE YARD; SETBACK SHALL BE THE SAME AS FRONT YARD SETBACK REQUIREMENTS FOR ABUTTING PROPERTY FACING THE SIDE STREET.
 - WATER & SEWER TO BE PROVIDED BY THE TOWN OF WEAVERVILLE AND METROPOLITAN SEWER DISTRICT OF BUNCOMBE COUNTY RESPECTIVELY.
 - ELECTRIC, CABLE, AND TELEPHONE TO BE PROVIDED BY UNDERGROUND SERVICE LINES.
 - ALL PROPERTY CORNERS SET ARE 5/8 REBAR.
 - SEE DECLARATION OF COVENANTS RECORDED IN BOOK 4117 PAGE 69-83 BUNCOMBE COUNTY REGISTRY FOR ANY UTILITY RESERVATIONS THAT MAY AFFECT ANY LOT OR COMMON AREA.

- REFERENCES:
- BUNCOMBE COUNTY PIN: 9792-03-04-9502 9792-12-88-8500 A PORTION OF 9792-01-06-4120 A PORTION OF 9742-12-85-7857
 - DEED BOOK 2212 PAGE 708 DEED BOOK 2212 PAGE 712 DEED BOOK 3247 PAGE 144 DEED BOOK 3247 PAGE 180
 - PLAT BOOK 88 PAGE 60 PLAT BOOK 88 PAGE 63 MAP BOOK 1 PAGE 311

CURVE TABLE

CURVE	LENGTH	RADIUS	Chord Bearing	Chord
C1	23.17'	77.50'	N17°30'42"E	23.08'
C2	96.68'	112.50'	N63°24'46"W	93.73'
C3	88.99'	102.50'	S63°39'56"E	86.22'
C4	19.93'	172.50'	N85°13'36"W	19.92'
C5	249.31'	247.50'	S53°03'32"W	238.90'
C6	23.88'	15.00'	S89°12'05"E	21.21'
C7	83.36'	147.50'	S81°58'17"W	82.25'
C8	11.81'	77.50'	S86°11'18"E	11.80'
C9	16.20'	77.50'	N83°27'33"E	16.17'
C10	15.27'	77.50'	N71°49'43"E	15.24'
C11	69.80'	272.50'	S64°06'21"W	69.61'
C12	22.60'	77.50'	N63°05'25"E	22.52'
C13	11.57'	122.50'	N57°26'31"E	11.56'
C14	24.15'	122.50'	N65°47'44"E	24.11'
C15	29.28'	227.50'	S87°44'24"W	29.26'
C16	28.99'	227.50'	S80°25'07"W	28.97'
C17	44.27'	122.50'	N67°07'12"E	44.03'
C18	44.27'	122.50'	N87°49'31"E	44.03'
C19	57.92'	102.50'	S81°58'17"W	57.16'
C20	23.58'	15.00'	S20°47'55"W	21.21'
C21	43.08'	772.50'	N22°36'16"W	43.06'
C22	179.40'	772.50'	N14°21'17"W	178.99'
C23	184.83'	87.50'	S85°03'44"E	182.72'
C24	74.85'	172.50'	S28°01'28"W	74.38'
C25	74.95'	172.50'	S52°55'04"W	74.38'
C26	55.50'	87.50'	N41°48'34"E	53.95'
C27	178.03'	147.50'	S52°48'53"W	167.42'
C28	69.41'	147.50'	N79°06'34"W	68.77'
C29	52.65'	87.50'	S87°58'29"E	51.33'
C30	62.59'	87.50'	N87°24'31"E	61.76'
C31	96.67'	112.50'	N89°45'20"E	93.72'
C32	37.27'	102.50'	N78°02'36"W	37.06'
C33	134.69'	102.50'	S55°53'52"W	125.20'
C34	30.08'	112.50'	N25°54'52"E	29.99'
C35	62.42'	112.50'	N49°28'10"E	61.62'
C36	110.79'	127.50'	S40°28'16"W	107.34'
C37	125.77'	112.50'	N47°36'17"E	119.32'
C38	87.14'	112.50'	S78°10'45"E	84.97'
C39	62.59'	112.50'	S40°03'11"E	61.76'
C40	32.23'	112.50'	S15°34'32"E	32.12'
C41	114.71'	727.50'	N12°13'08"W	114.59'
C42	94.79'	727.50'	N20°28'07"W	94.72'
C43	203.98'	202.50'	N53°03'32"W	195.47'
C44	14.73'	127.50'	N85°13'36"W	14.72'
C45	128.06'	147.50'	S63°39'56"E	124.07'
C46	93.37'	87.50'	N78°25'23"W	86.10'
C47	77.55'	87.50'	N41°40'11"E	73.38'
C48	38.52'	87.50'	N07°35'32"W	38.00'
C49	58.95'	112.50'	S76°57'31"W	58.27'

I hereby certify that I am the owner of the property shown and described herein, which is located within the subdivision jurisdiction of the Town of Weaverville and that I hereby adopt the plan of subdivision with my free consent. I further certify that the subdivision complies with all provisions of the Ordinance of the Town of Weaverville.

Paul E. Sexton
 Notary Public

I, a Notary Public of the County and State of North Carolina, do hereby certify the execution of the foregoing instrument. Witness my hand and official stamp on this 22 day of May, 2007.

Paul E. Sexton
 Notary Public

I hereby certify that the subdivision plan shown and described herein was found to comply with the Subdivision Regulations of the Town of Weaverville, North Carolina and that this plat has been approved by the Town Council of Weaverville for recording in the office of the Registrar of Deeds of Buncombe County.

Date: 5-22-2007

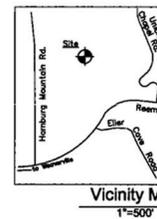
LINE TABLE

LINE	LENGTH	BEARING
L1	9.09'	S79°04'30"W
L2	46.82'	S38°47'39"E
L3	19.32'	N88°32'14"W
L4	29.10'	S81°54'59"E
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L26	27.38'	N68°20'26"E
L27	12.72'	S61°28'34"W
L28	35.65'	S09°07'42"W

LEGEND

- PROPERTY LINE W/ CORNER (SEE NOTE 7.)
- BUILDING SETBACKS LINE
- EASEMENT CORNERS
- 3/4" IRON PIPE, PROPERTY CORNER

BROOKS & MEDLOCK
 ENGINEERING, P.L.L.C.
 17 Arlington Street
 Asheville, N.C. 28801
 Phone: 1-828-232-4700
 Fax: 1-828-232-1331



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 22, 2018
Subject: Proposed Zoning Map Amendment
Presenter: Planning Director
Attachments: Zoning Map Amendment Application and Related Documents, Recommendation of the Planning and Zoning Board, Proposed Ordinance

Description:

Staff is in possession of an application to amend the zoning map of the Town of Weaverville. Said application proposes to change the zoning of three adjacent parcels of land under common ownership within three separate zoning districts (R-3, C-2, I-1) into a single zoning distinction of R-12. These three parcels may be found between Walmart and Monticello Road.

It is important for Council to take into account each use permitted within the zoning district when considering a zoning change. However, in this instance, the R-12 zoning district was specifically created and implemented to accommodate multifamily housing at a density not to exceed 12 units per acre. It is my understanding that the applicant will be applying for a conditional zoning district for this purpose should the zoning of R-12 be achieved.

As you will see in the recommendation of the Planning and Zoning Board, the favorable recommendation was passed via a 3-2 vote with Theroux, Burge and Cordell in favor and Osborne and Stanz casting the dissenting votes.

Action Requested:

Staff is seeking the approval of the zoning map amendment in conjunction with the recommendation of the Planning and Zoning Board. An ordinance has been drafted and is attached for Town Council's consideration if Town Council is inclined to approve the zoning map amendment as requested.



**Town of Weaverville
Planning and Zoning Board**

On Monday January 2, 2018 the Planning and Zoning Board reviewed and recommended to Town Council the attached proposed rezoning of three contiguous parcels of land adjacent to Monticello Road known commonly by the parcel identification numbers 9733-70-0398, 9733-70-0050 and 9732-79-2660. The application calls for the rezoning of each property from I-1, R-3 and C-2 respectively to R-12.

Said recommendation passed via a vote of 3- 2 with Chairman Theroux, Vice Chairman Burge and Board Member Cordell voting in favor. Board Members Osborne and Stanz cast the dissenting votes.

It has been found that the proposed rezoning is consistent with the Town's Comprehensive Plan and Chapter 36 – Zoning. The Planning and Zoning Board considers approval both reasonable and in the public interest due to uses present within the zoning district and on adjacent properties.

**Doug Theroux
Chairman, Planning and Zoning Board**

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

OWNER/APPLICANT NAME: HFW Endeavors

APPLICATION DATE: 11/15/2017

PHONE NUMBER: 704-377-6224

MAILING ADDRESS: 700 East Morehead Street,
Suite 100B, Charlotte, NC 28202

Application is made to the Town Council of Weaverville to amend:

The Zoning Map

The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: Northcrest Road

PIN: 9733-70-1422; 9733-70-0050; 9732-79-2660

LOT AREA (acres): 3.19; 3.47; 2.10

CURRENT ZONING DISTRICT: I-1; R-3; C-2

PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

<input checked="" type="checkbox"/>	Total acreage
<input checked="" type="checkbox"/>	Current owner(s) and date of survey
<input checked="" type="checkbox"/>	Property location relative to streets
<input checked="" type="checkbox"/>	North arrow
<input checked="" type="checkbox"/>	Existing easements, rights of way, or other restrictions on the property
<input type="checkbox"/>	Areas located within the floodplain
<input checked="" type="checkbox"/>	Natural terrain of 15% or greater grade
<input checked="" type="checkbox"/>	Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

JUSTIFICATION OF PROPOSED AMENDMENT(S):

**TOWN OF WEAVERVILLE APPLICATION FOR
A ZONING MAP OR TEXT AMENDMENT**

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.

Steven G Harris MGR HFW ENDEAVORS LLC 11.16.17
SIGNATURE OF APPLICANT DATE

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Zoning Ordinance and to be fully aware of the regulations detailed therein.

REZONING FEE SCHEDULE:

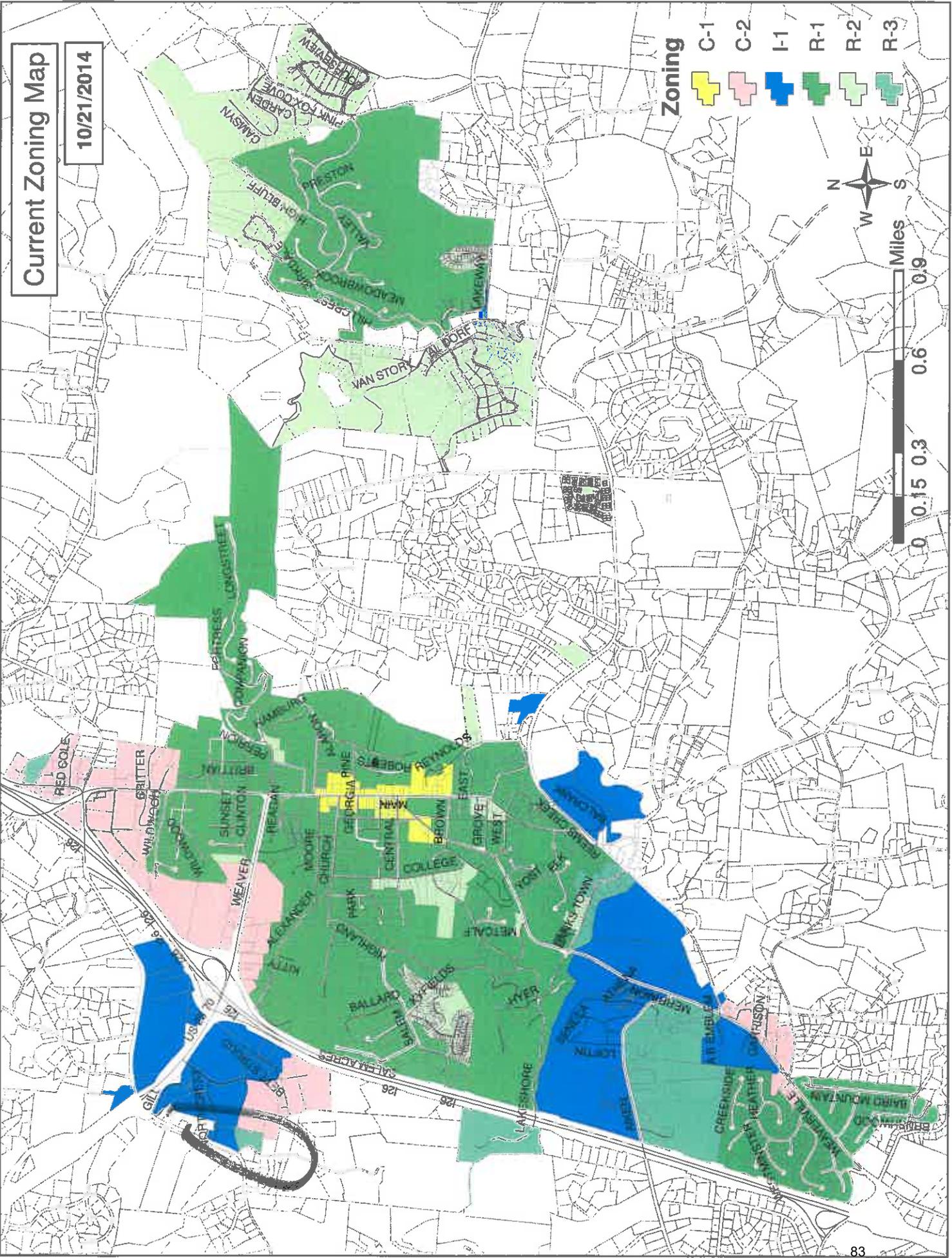
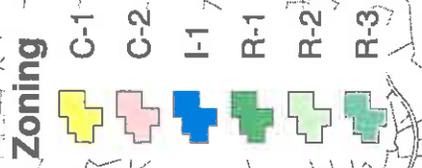
1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY

FEE: \$ <u>\$450</u>	DATE PAID: <u>11.17.17</u>	<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> CASH
DATE OF INTIAL COUNCIL MEETING: <u>12.19.17</u>	ACTION TAKEN:		
DATE OF PLANNING BOARD MEETING: <u>1.2.18</u>	ACTION TAKEN:		
DATE OF PUBLIC HEARING & COUNCIL DECISION: <u>1.22.18</u>	FINAL ACTION:		

Current Zoning Map

10/21/2014



**ORDINANCE AMENDING THE ZONING MAP
OF THE TOWN OF WEAVERVILLE**

WHEREAS, HFW Endeavors is the owner of three adjacent parcels of land under common ownership bearing parcel identification numbers 9733-70-1422, 9733-70-0050, and 9732-79-2660, and which are designated as three separate zoning districts (R-3, C-2, and I-1);;

WHEREAS, the Town is in receipt of a zoning map amendment application submitted by HFW Endeavors requesting that the zoning of the three adjacent parcels of land be changed to R-12;

WHEREAS, on January 2, 2018, the Town’s Planning and Zoning Board reviewed the application for zoning map amendment and voted to forward a favorable recommendation on an R-12 zoning designation for the three parcels;

WHEREAS, the Planning and Zoning Board specifically review the application in light of the Town’s Comprehensive Land Use Plan and found that an R-12 zoning designation is consistent with the plan in that multi-family residential is contemplated in the area in which the applicant’s properties are located;

WHEREAS, after proper notice the Town Council held a public hearing on January 22, 2018, in order to receive input from the public on these proposed amendments;

WHEREAS, we find that the zoning map amendment as requested does not conflict with the Town’s Comprehensive Land Use Plan;

NOW, THEREFORE, BE IT ORDAINED by Town Council of the Town of Weaverville, North Carolina, that the following parcels be zoned R-12 and that the Town’s official zoning map be updated to reflect the as follows: 9733-70-1422, 9733-70-0050, and 9732-79-2660.

1. These amendments shall be effective immediately upon adoption.

ADOPTED THIS the 22nd day of January, 2018, by a vote of ___ in favor and __ against.

ALLAN P. ROOT, Mayor

ATTESTD BY:

APPROVED AS TO FORM:

DEREK HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2018
Subject: Departmental Quarterly Report: Planning
Presenter: Planning Director
Attachments: Quarterly Report

Description:

Attached please find the quarterly report.

Council Action Requested:

No action requested.



Planning Department Report – Q4, 2017

Total Zoning Permits Issued: 34

Residential:

Single family dwellings: 20

Internal upfit or accessory structure: 9

Commercial:

New Commercial: 2 (Unaddressed Weaver Village Way, Mobile Food Vendor at 7 North Buncombe School Road)

Internal upfit or accessory structure: 3 (68 North Main, 58 Weaver Village, 275 Aiken)

Sign Permits: 4



2017 Zoning Permit Applications

Zoning Permits: Total: 120

Single Family, New Construction: 61

Single Family, Addition or Upfit: 41

Commercial, New Construction: 5

Commercial, Addition or Upfit: 13

2016: Residential, 79; Commercial, 8; Total, 87

2015: Residential, 27; Commercial, 4; Total, 31

2014: Residential, 49; Commercial, 4; Total, 53 (with ETJ)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2018
Subject: Departmental Quarterly Report: Finance
Presenter: Finance Director
Attachments: Quarterly Report

Description:

Attached please find the quarterly report.

Council Action Requested:

No action requested.

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
REVENUE:					
010-004-300-04010 PRIOR YEAR TAX REVENUE	1,600.00	2,445.74	2,445.74	-845.74	-53
010-004-300-04012 PRIOR YEAR INTEREST &	200.00	0.00	0.00	200.00	100
010-004-300-04020 AD VALOREM TAX REVENUE	3,110,600.00	2,241,636.90	2,241,636.90	868,963.10	28
010-004-300-04025 DMV TAX REVENUE	180,000.00	0.00	0.00	180,000.00	100
010-004-300-04026 DMV REV - STATE COLLECTED	0.00	45,517.82	45,517.82	-45,517.82	0
010-004-300-04027 DMV REV - STATE COLLECTED	0.00	86,608.34	86,608.34	-86,608.34	0
010-004-300-04030 TAX PENALTIES & INTEREST	5,000.00	661.10	661.10	4,338.90	87
010-004-300-05010 UTILITIES TAX	480,000.00	233,116.57	233,116.57	246,883.43	51
010-004-300-05040 BEER & WINE TAX	16,000.00	0.00	0.00	16,000.00	100
010-004-300-05050 POWELL BILL DISTRIBUTIONS	100,000.00	106,428.33	106,428.33	-6,428.33	-6
010-004-300-05060 LOCAL GOVT SALES TAX	1,127,357.00	599,580.41	599,580.41	527,776.59	47
010-004-300-06010 BUN CNTY FIRE PROTECTION	1,358,293.00	648,514.03	648,514.03	709,778.97	52
010-004-300-06040 ABC STORE DISTRIBUTION TO	70,000.00	88,234.98	88,234.98	-18,234.98	-26
010-004-300-06045 ABC STORE - ALCOHOL	12,915.49	2,222.33	2,222.33	10,693.16	83
010-004-300-06050 ABC STORE - POLICE DEPT REV	8,226.03	1,587.38	1,587.38	6,638.65	81
010-004-300-07060 FIRE DEPT GRANTS	12,097.63	12,097.63	12,097.63	0.00	0
010-004-300-09015 CELL TOWER REVENUE	16,000.00	16,416.30	16,416.30	-416.30	-3
010-004-300-09020 MISCELLANEOUS REVENUE	9,000.00	4,201.86	4,201.86	4,798.14	53
010-004-300-09024 MAIN STREET NATURE PARK	0.00	180.00	180.00	-180.00	0
010-004-300-09026 CONTRIBUTIONS FIRE DEPT	429.00	407.00	407.00	22.00	5
010-004-300-09028 COPS FOR KIDS	24,689.62	24,592.00	24,592.00	97.62	0
010-004-300-09030 INTEREST EARNED	5,000.00	3,199.03	3,199.03	1,800.97	36
010-004-300-09031 INTEREST EARNED POWELL	150.00	280.82	280.82	-130.82	-87
010-004-300-09040 PLANNING & ZONING FEES	20,000.00	12,977.25	12,977.25	7,022.75	35
010-004-300-09045 FIRE INSPECTION FEES	600.00	200.00	200.00	400.00	67
010-004-300-09050 SALE OF PROPERTY	5,000.00	568,629.52	568,629.52	-563,629.52	1,273
010-004-310-09900 APPROPRIATED FUND	384,520.61	0.00	0.00	384,520.61	100
030-004-300-08010 WATER REVENUE	1,800,000.00	908,219.34	908,219.34	891,780.66	50
030-004-300-08020 MISCELLANEOUS REVENUE	20,000.00	8,366.60	8,366.60	11,633.40	58
030-004-300-08030 WATER TAPS	18,000.00	16,210.00	16,210.00	1,790.00	10
030-004-300-08040 CAPACITY DEPLETION FEES	36,000.00	41,100.00	41,100.00	-5,100.00	-14
030-004-300-08060 FEES FOR MSD COLLECTION	45,000.00	26,078.54	26,078.54	18,921.46	42
030-004-300-09030 INTEREST EARNED	2,500.00	0.00	0.00	2,500.00	100
030-004-310-09900 APPROPRIATED FUND	186,416.00	0.00	0.00	186,416.00	100
TOTAL REVENUE	<u>9,055,594.38</u>	<u>5,699,709.82</u>	<u>5,699,709.82</u>	<u>3,355,884.56</u>	<u>37</u>
AFTER TRANSFERS	<u>9,055,594.38</u>	<u>5,699,709.82</u>	<u>5,699,709.82</u>		

411 GOVERNING BODY

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
EXPENDITURE:					
010-410-411-12100 SALARIES & WAGES	74,720.00	35,292.81	35,292.81	39,427.19	53
010-410-411-18100 FICA	5,716.00	2,361.65	2,361.65	3,354.35	59
010-410-411-18200 RETIREMENT	0.00	658.73	658.73	-658.73	0
010-410-411-18210 401-K MATCH	3,300.00	911.56	911.56	2,388.44	72
010-410-411-18400 RETIREE HEALTH INSURANCE	0.00	411.45	411.45	-411.45	0
010-410-411-19000 PROFESSIONAL SERVICES	50,000.00	43,242.45	43,242.45	6,757.55	14
010-410-411-26000 SUPPLIES / MATERIALS	1,000.00	61.48	61.48	938.52	94
010-410-411-28000 CONSERVATION BOARD	1,500.00	11.16	11.16	1,488.84	99
010-410-411-31000 TRAVEL & TRAINING	7,700.00	1,886.35	1,886.35	5,813.65	76
010-410-411-32500 POSTAGE	500.00	0.00	0.00	500.00	100
010-410-411-35100 BUILDING REPAIR /	5,000.00	6,969.46	6,969.46	-1,969.46	-39
010-410-411-39100 ADVERTISING	5,300.00	524.88	524.88	4,775.12	90
010-410-411-39200 NEWS LETTERS	800.00	1,185.74	1,185.74	-385.74	-48
010-410-411-39300 PRINTING	1,000.00	400.00	400.00	600.00	60
010-410-411-39500 DUES & SUBSCRIPTIONS	200.00	0.00	0.00	200.00	100
010-410-411-39510 COMMUNITY PROMOTIONS	60,000.00	32,382.56	32,382.56	27,617.44	46
010-410-411-39520 ELECTION EXPENSES	12,500.00	0.00	0.00	12,500.00	100
010-410-411-40450 INSURANCE	550.00	188.13	188.13	361.87	66
010-410-411-50100 SMALL EQUIPMENT	6,000.00	0.00	0.00	6,000.00	100
TOTAL EXPENDITURE	<u>235,786.00</u>	<u>126,488.41</u>	<u>126,488.41</u>	<u>109,297.59</u>	<u>46</u>
BEFORE TRANSFERS	<u>-235,786.00</u>	<u>-126,488.41</u>	<u>-126,488.41</u>		
AFTER TRANSFERS	<u>-235,786.00</u>	<u>-126,488.41</u>	<u>-126,488.41</u>		

412 ADMINISTRATION

EXPENDITURE:

010-410-412-12100 SALARIES & WAGES	317,687.00	145,284.41	145,284.41	172,402.59	54
010-410-412-18100 FICA	24,303.00	11,222.51	11,222.51	13,080.49	54
010-410-412-18200 RETIREMENT	24,398.00	11,033.39	11,033.39	13,364.61	55
010-410-412-18210 401-K MATCH	19,061.00	8,847.45	8,847.45	10,213.55	54
010-410-412-18300 HEALTH INSURANCE	35,356.00	15,870.42	15,870.42	19,485.58	55
010-410-412-18400 RETIREE HEALTH INSURANCE	7,180.00	3,922.98	3,922.98	3,257.02	45
010-410-412-19000 PROFESSIONAL SERVICES	80,000.00	11,655.33	11,655.33	68,344.67	85
010-410-412-25000 VEHICLE SUPPLIES	1,000.00	113.50	113.50	886.50	89
010-410-412-26000 SUPPLIES / MATERIALS	13,000.00	4,967.38	4,967.38	8,032.62	62
010-410-412-31000 TRAVEL & TRAINING	15,000.00	9,493.99	9,493.99	5,506.01	37
010-410-412-32100 TELEPHONE	7,000.00	5,162.99	5,162.99	1,837.01	26
010-410-412-32500 POSTAGE	3,000.00	2,380.06	2,380.06	619.94	21
010-410-412-33100 UTILITIES	5,000.00	1,874.46	1,874.46	3,125.54	63
010-410-412-35100 BUILDING REPAIR /	20,000.00	3,873.37	3,873.37	16,126.63	81

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**TOWN OF WEAVERVILLE
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FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
010-410-412-35200 EQUIPMENT MAINTENANCE	6,000.00	2,146.62	2,146.62	3,853.38	64
010-410-412-35300 VEHICLE MAINTENANCE	1,000.00	0.00	0.00	1,000.00	100
010-410-412-39100 ADVERTISING	1,000.00	0.00	0.00	1,000.00	100
010-410-412-39600 BANK SERVICE CHARGES	6,600.00	3,759.41	3,759.41	2,840.59	43
010-410-412-39650 BANK CARD FEES	6,000.00	1,712.62	1,712.62	4,287.38	71
010-410-412-39800 ESC REIMBURSEMENT	10,000.00	1,181.35	1,181.35	8,818.65	88
010-410-412-40450 INSURANCE	7,334.00	6,434.03	6,434.03	899.97	12
010-410-412-50100 SMALL EQUIPMENT	7,000.00	4,608.30	4,608.30	2,391.70	34
010-410-412-50500 CAPITAL EQUIPMENT	15,000.00	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	<u>631,919.00</u>	<u>255,544.57</u>	<u>255,544.57</u>	<u>376,374.43</u>	<u>60</u>
BEFORE TRANSFERS	<u>-631,919.00</u>	<u>-255,544.57</u>	<u>-255,544.57</u>		
AFTER TRANSFERS	<u>-631,919.00</u>	<u>-255,544.57</u>	<u>-255,544.57</u>		

413 PLANNING

EXPENDITURE:

010-410-413-12100 SALARIES & WAGES	62,360.00	29,803.11	29,803.11	32,556.89	52
010-410-413-18100 FICA	4,771.00	2,289.25	2,289.25	2,481.75	52
010-410-413-18200 RETIREMENT	4,789.00	2,283.45	2,283.45	2,505.55	52
010-410-413-18210 401-K MATCH	3,742.00	1,788.19	1,788.19	1,953.81	52
010-410-413-18300 HEALTH INSURANCE	8,535.00	3,289.50	3,289.50	5,245.50	61
010-410-413-19000 PROFESSIONAL SERVICES	5,000.00	448.00	448.00	4,552.00	91
010-410-413-25000 VEHICLE SUPPLIES	500.00	127.94	127.94	372.06	74
010-410-413-26000 SUPPLIES / MATERIALS	1,000.00	457.49	457.49	542.51	54
010-410-413-31000 TRAVEL & TRAINING	5,000.00	929.68	929.68	4,070.32	81
010-410-413-32100 TELEPHONE	5,000.00	713.34	713.34	4,286.66	86
010-410-413-32500 POSTAGE	3,000.00	0.00	0.00	3,000.00	100
010-410-413-35200 EQUIPMENT MAINTENANCE	500.00	0.00	0.00	500.00	100
010-410-413-35300 VEHICLE MAINTENANCE	500.00	61.54	61.54	438.46	88
010-410-413-39100 ADVERTISING	3,000.00	1,548.68	1,548.68	1,451.32	48
010-410-413-40450 INSURANCE	500.00	0.00	0.00	500.00	100
010-410-413-50100 SMALL EQUIPMENT	3,000.00	2,007.26	2,007.26	992.74	33
TOTAL EXPENDITURE	<u>111,197.00</u>	<u>45,747.43</u>	<u>45,747.43</u>	<u>65,449.57</u>	<u>59</u>
BEFORE TRANSFERS	<u>-111,197.00</u>	<u>-45,747.43</u>	<u>-45,747.43</u>		
AFTER TRANSFERS	<u>-111,197.00</u>	<u>-45,747.43</u>	<u>-45,747.43</u>		

431 POLICE

EXPENDITURE:

010-430-431-12100 SALARIES & WAGES	851,993.00	462,326.03	462,326.03	389,666.97	46
010-430-431-12500 SEPARATION ALLOWANCE	17,950.00	8,959.47	8,959.47	8,990.53	50

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TOWN OF WEAVERVILLE
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	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
010-430-431-18100 FICA	66,551.00	34,142.04	34,142.04	32,408.96	49
010-430-431-18200 RETIREMENT	71,770.00	37,880.22	37,880.22	33,889.78	47
010-430-431-18210 401-K MATCH	50,205.00	22,562.61	22,562.61	27,642.39	55
010-430-431-18300 HEALTH INSURANCE	144,180.00	61,091.05	61,091.05	83,088.95	58
010-430-431-18400 RETIREE HEALTH INSURANCE	7,180.00	3,048.06	3,048.06	4,131.94	58
010-430-431-19000 PROFESSIONAL SERVICES	39,000.00	39,329.79	39,329.79	-329.79	-1
010-430-431-25000 VEHICLE SUPPLIES	42,000.00	14,601.19	14,601.19	27,398.81	65
010-430-431-26000 SUPPLIES / MATERIALS	6,600.00	3,912.71	3,912.71	2,687.29	41
010-430-431-26200 CRIME PREVENTION	1,300.00	0.00	0.00	1,300.00	100
010-430-431-26250 DRUG EDUCATION &	326.50	0.00	0.00	326.50	100
010-430-431-26400 ALCOHOL EDUCATION &	6,915.44	4,546.00	4,546.00	2,369.44	34
010-430-431-26450 ABC LAW ENFORCEMENT	4,459.99	0.00	0.00	4,459.99	100
010-430-431-26608 COPS FOR KIDS	24,689.62	21,636.97	21,636.97	3,052.65	12
010-430-431-26900 UNIFORMS	6,700.00	3,691.35	3,691.35	3,008.65	45
010-430-431-31000 TRAVEL & TRAINING	3,300.00	1,276.95	1,276.95	2,023.05	61
010-430-431-32100 TELEPHONE	13,500.00	6,440.92	6,440.92	7,059.08	52
010-430-431-32500 POSTAGE	350.00	46.07	46.07	303.93	87
010-430-431-33100 UTILITIES	4,800.00	1,888.69	1,888.69	2,911.31	61
010-430-431-35100 BUILDING REPAIR /	6,700.00	3,158.63	3,158.63	3,541.37	53
010-430-431-35200 EQUIPMENT MAINTENANCE	2,600.00	1,942.90	1,942.90	657.10	25
010-430-431-35300 VEHICLE MAINTENANCE	18,000.00	8,366.07	8,366.07	9,633.93	54
010-430-431-40450 INSURANCE	62,963.00	51,440.36	51,440.36	11,522.64	18
010-430-431-50100 SMALL EQUIPMENT	76,291.00	58,982.15	58,982.15	17,308.85	23
010-430-431-50500 CAPITAL EQUIPMENT	121,709.00	121,603.56	121,603.56	105.44	0
TOTAL EXPENDITURE	1,652,033.55	972,873.79	972,873.79	679,159.76	41
BEFORE TRANSFERS	-1,652,033.55	-972,873.79	-972,873.79		
AFTER TRANSFERS	-1,652,033.55	-972,873.79	-972,873.79		

434 FIRE

EXPENDITURE:

010-430-434-12100 SALARIES & WAGES	1,084,831.00	466,793.43	466,793.43	618,037.57	57
010-430-434-12110 OVERTIME	51,450.00	19,539.81	19,539.81	31,910.19	62
010-430-434-12800 RELIEF PAY	75,000.00	13,819.00	13,819.00	61,181.00	82
010-430-434-18100 FICA	92,663.00	36,188.82	36,188.82	56,474.18	61
010-430-434-18200 RETIREMENT	85,221.00	36,379.01	36,379.01	48,841.99	57
010-430-434-18210 401-K MATCH	43,393.00	20,219.71	20,219.71	23,173.29	53
010-430-434-18300 HEALTH INSURANCE	207,738.00	76,920.55	76,920.55	130,817.45	63
010-430-434-18400 RETIREE HEALTH INSURANCE	7,180.00	3,048.06	3,048.06	4,131.94	58
010-430-434-19000 PROFESSIONAL SERVICES	4,000.00	3,069.45	3,069.45	930.55	23
010-430-434-25000 VEHICLE SUPPLIES	18,000.00	7,663.32	7,663.32	10,336.68	57

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TOWN OF WEAVERVILLE
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	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
010-430-434-26000 SUPPLIES / MATERIALS	10,000.00	2,391.09	2,391.09	7,608.91	76
010-430-434-26100 MEDICAL VACINATIONS	6,000.00	0.00	0.00	6,000.00	100
010-430-434-26150 PREVENTATION SUPPLIES	5,000.00	1,231.55	1,231.55	3,768.45	75
010-430-434-26260 MEDICAL EQUIP & SUPPLIES	5,500.00	2,911.76	2,911.76	2,588.24	47
010-430-434-26600 CONTRIBUTORY EXPENSE	789.15	600.00	600.00	189.15	24
010-430-434-26900 UNIFORMS	10,000.00	2,541.81	2,541.81	7,458.19	75
010-430-434-31000 TRAVEL & TRAINING	11,000.00	3,103.03	3,103.03	7,896.97	72
010-430-434-32100 TELEPHONE	17,000.00	7,821.21	7,821.21	9,178.79	54
010-430-434-33100 UTILITIES	15,000.00	5,033.09	5,033.09	9,966.91	66
010-430-434-35100 BUILDING REPAIR /	15,000.00	9,141.55	9,141.55	5,858.45	39
010-430-434-35200 EQUIPMENT MAINTENANCE	20,000.00	5,092.69	5,092.69	14,907.31	75
010-430-434-35300 VEHICLE MAINTENANCE	34,597.63	23,669.26	23,669.26	10,928.37	32
010-430-434-39500 DUES & SUBSCRIPTIONS	8,500.00	3,440.56	3,440.56	5,059.44	60
010-430-434-40450 INSURANCE	82,293.00	70,510.91	70,510.91	11,782.09	14
010-430-434-50100 SMALL EQUIPMENT	54,000.00	12,780.84	12,780.84	41,219.16	76
010-430-434-50500 CAPITAL EQUIPMENT	45,000.00	44,134.49	44,134.49	865.51	2
TOTAL EXPENDITURE	<u>2,009,155.78</u>	<u>878,045.00</u>	<u>878,045.00</u>	<u>1,131,110.78</u>	<u>56</u>
BEFORE TRANSFERS	<u>-2,009,155.78</u>	<u>-878,045.00</u>	<u>-878,045.00</u>		
AFTER TRANSFERS	<u>-2,009,155.78</u>	<u>-878,045.00</u>	<u>-878,045.00</u>		

451 STREETS

EXPENDITURE:

010-450-451-12100 SALARIES & WAGES	125,692.00	68,966.18	68,966.18	56,725.82	45
010-450-451-18100 FICA	9,615.00	4,810.06	4,810.06	4,804.94	50
010-450-451-18200 RETIREMENT	9,653.00	5,288.42	5,288.42	4,364.58	45
010-450-451-18210 401-K MATCH	7,004.00	3,624.20	3,624.20	3,379.80	48
010-450-451-18300 HEALTH INSURANCE	26,666.00	11,973.07	11,973.07	14,692.93	55
010-450-451-19000 PROFESSIONAL SERVICES	4,000.00	4,011.75	4,011.75	-11.75	0
010-450-451-19500 CONTRACT LABOR	12,800.00	13,417.17	13,417.17	-617.17	-5
010-450-451-19900 CONTRACT WORK	25,000.00	13,109.35	13,109.35	11,890.65	48
010-450-451-25000 VEHICLE SUPPLIES	7,000.00	2,844.69	2,844.69	4,155.31	59
010-450-451-26000 SUPPLIES / MATERIALS	25,000.00	10,475.79	10,475.79	14,524.21	58
010-450-451-26500 SAFETY MATERIALS	2,300.00	324.60	324.60	1,975.40	86
010-450-451-26900 UNIFORMS	1,200.00	159.97	159.97	1,040.03	87
010-450-451-32100 TELEPHONE	3,000.00	427.56	427.56	2,572.44	86
010-450-451-33100 UTILITIES	58,000.00	22,346.27	22,346.27	35,653.73	61
010-450-451-35100 BUILDING REPAIR /	2,200.00	105.00	105.00	2,095.00	95
010-450-451-35200 EQUIPMENT MAINTENANCE	4,200.00	1,255.76	1,255.76	2,944.24	70
010-450-451-35300 VEHICLE MAINTENANCE	2,900.00	1,364.46	1,364.46	1,535.54	53
010-450-451-40450 INSURANCE	9,853.00	9,775.15	9,775.15	77.85	1

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010-450-451-50100 SMALL EQUIPMENT	2,000.00	418.91	418.91	1,581.09	79
010-450-451-50300 CAPITAL IMPROVEMENTS	330,000.00	21,918.35	21,918.35	308,081.65	93
010-450-451-50500 CAPITAL EQUIPMENT	38,900.00	39,167.51	39,167.51	-267.51	-1
TOTAL EXPENDITURE	<u>706,983.00</u>	<u>235,784.22</u>	<u>235,784.22</u>	<u>471,198.78</u>	<u>67</u>
BEFORE TRANSFERS	<u>-706,983.00</u>	<u>-235,784.22</u>	<u>-235,784.22</u>		
AFTER TRANSFERS	<u>-706,983.00</u>	<u>-235,784.22</u>	<u>-235,784.22</u>		

459 POWELL BILL

EXPENDITURE:

010-450-459-12100 SALARIES & WAGES	8,822.00	4,563.49	4,563.49	4,258.51	48
010-450-459-18100 FICA	675.00	316.15	316.15	358.85	53
010-450-459-18200 RETIREMENT	678.00	349.73	349.73	328.27	48
010-450-459-18210 401-K MATCH	529.00	149.41	149.41	379.59	72
010-450-459-18300 HEALTH INSURANCE	1,052.00	758.57	758.57	293.43	28
010-450-459-19000 PROFESSIONAL SERVICES	4,000.00	0.00	0.00	4,000.00	100
010-450-459-19500 CONTRACT LABOR	1,000.00	0.00	0.00	1,000.00	100
010-450-459-19900 CONTRACT WORK	1,500.00	0.00	0.00	1,500.00	100
010-450-459-26000 SUPPLIES / MATERIALS	500.00	0.00	0.00	500.00	100
010-450-459-35200 EQUIPMENT MAINTENANCE	550.00	0.00	0.00	550.00	100
010-450-459-50300 CAPITAL IMPROVEMENTS	100,000.00	0.00	0.00	100,000.00	100
TOTAL EXPENDITURE	<u>119,306.00</u>	<u>6,137.35</u>	<u>6,137.35</u>	<u>113,168.65</u>	<u>95</u>
BEFORE TRANSFERS	<u>-119,306.00</u>	<u>-6,137.35</u>	<u>-6,137.35</u>		
AFTER TRANSFERS	<u>-119,306.00</u>	<u>-6,137.35</u>	<u>-6,137.35</u>		

471 SANITATION

EXPENDITURE:

010-470-471-12100 SALARIES & WAGES	289,522.00	130,938.19	130,938.19	158,583.81	55
010-470-471-18100 FICA	22,148.00	9,235.00	9,235.00	12,913.00	58
010-470-471-18200 RETIREMENT	22,235.00	10,025.56	10,025.56	12,209.44	55
010-470-471-18210 401-K MATCH	16,833.00	4,622.31	4,622.31	12,210.69	73
010-470-471-18300 HEALTH INSURANCE	66,599.00	28,463.60	28,463.60	38,135.40	57
010-470-471-19000 PROFESSIONAL SERVICES	2,000.00	789.10	789.10	1,210.90	61
010-470-471-19500 CONTRACT LABOR	18,000.00	9,099.21	9,099.21	8,900.79	49
010-470-471-25000 VEHICLE SUPPLIES	18,500.00	10,904.69	10,904.69	7,595.31	41
010-470-471-26000 SUPPLIES / MATERIALS	8,500.00	3,083.29	3,083.29	5,416.71	64
010-470-471-26500 SAFETY MATERIALS	2,800.00	2,707.59	2,707.59	92.41	3
010-470-471-26900 UNIFORMS	3,600.00	414.92	414.92	3,185.08	88
010-470-471-33100 UTILITIES	4,000.00	1,966.47	1,966.47	2,033.53	51
010-470-471-35100 BUILDING REPAIR /	2,300.00	1,125.00	1,125.00	1,175.00	51

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
010-470-471-35200 EQUIPMENT MAINTENANCE	9,500.00	6,226.42	6,226.42	3,273.58	34
010-470-471-35300 VEHICLE MAINTENANCE	12,500.00	10,716.73	10,716.73	1,783.27	14
010-470-471-40100 TIPPING FEES	75,000.00	26,174.10	26,174.10	48,825.90	65
010-470-471-40450 INSURANCE	34,568.00	24,516.20	24,516.20	10,051.80	29
010-470-471-50100 SMALL EQUIPMENT	5,700.00	215.96	215.96	5,484.04	96
010-470-471-50500 CAPITAL EQUIPMENT	54,500.00	53,050.00	53,050.00	1,450.00	3
TOTAL EXPENDITURE	<u>668,805.00</u>	<u>334,274.34</u>	<u>334,274.34</u>	<u>334,530.66</u>	<u>50</u>
BEFORE TRANSFERS	<u>-668,805.00</u>	<u>-334,274.34</u>	<u>-334,274.34</u>		
AFTER TRANSFERS	<u>-668,805.00</u>	<u>-334,274.34</u>	<u>-334,274.34</u>		
612 RECREATION					
EXPENDITURE:					
010-600-612-12100 SALARIES & WAGES	114,030.00	53,004.42	53,004.42	61,025.58	54
010-600-612-18100 FICA	8,723.00	3,896.59	3,896.59	4,826.41	55
010-600-612-18200 RETIREMENT	8,758.00	4,064.04	4,064.04	4,693.96	54
010-600-612-18210 401-K MATCH	6,304.00	2,640.97	2,640.97	3,663.03	58
010-600-612-18300 HEALTH INSURANCE	21,528.00	9,649.22	9,649.22	11,878.78	55
010-600-612-19000 PROFESSIONAL SERVICES	1,000.00	742.75	742.75	257.25	26
010-600-612-19500 CONTRACT LABOR	14,500.00	0.00	0.00	14,500.00	100
010-600-612-19900 CONTRACT WORK	9,600.00	0.00	0.00	9,600.00	100
010-600-612-25000 VEHICLE SUPPLIES	3,250.00	1,003.49	1,003.49	2,246.51	69
010-600-612-26000 SUPPLIES / MATERIALS	16,800.00	4,300.10	4,300.10	12,499.90	74
010-600-612-26500 SAFETY MATERIALS	1,800.00	399.90	399.90	1,400.10	78
010-600-612-26900 UNIFORMS	1,200.00	149.97	149.97	1,050.03	88
010-600-612-33100 UTILITIES	12,500.00	4,515.46	4,515.46	7,984.54	64
010-600-612-35100 BUILDING REPAIR /	1,200.00	393.51	393.51	806.49	67
010-600-612-35200 EQUIPMENT MAINTENANCE	2,400.00	609.03	609.03	1,790.97	75
010-600-612-35300 VEHICLE MAINTENANCE	1,300.00	43.66	43.66	1,256.34	97
010-600-612-40450 INSURANCE	4,324.00	2,351.62	2,351.62	1,972.38	46
010-600-612-50100 SMALL EQUIPMENT	1,800.00	0.00	0.00	1,800.00	100
010-600-612-50300 CAPITAL IMPROVEMENTS	85,000.00	9,162.31	9,162.31	75,837.69	89
010-600-612-50500 CAPITAL EQUIPMENT	18,500.00	0.00	0.00	18,500.00	100
TOTAL EXPENDITURE	<u>334,517.00</u>	<u>96,927.04</u>	<u>96,927.04</u>	<u>237,589.96</u>	<u>71</u>
BEFORE TRANSFERS	<u>-334,517.00</u>	<u>-96,927.04</u>	<u>-96,927.04</u>		
AFTER TRANSFERS	<u>-334,517.00</u>	<u>-96,927.04</u>	<u>-96,927.04</u>		
711 WATER ADMINISTRATION					
EXPENDITURE:					
030-700-711-12100 SALARIES & WAGES	143,411.00	64,557.42	64,557.42	78,853.58	55

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
030-700-711-18100 FICA	10,971.00	4,731.15	4,731.15	6,239.85	57
030-700-711-18200 RETIREMENT	10,756.00	4,896.71	4,896.71	5,859.29	54
030-700-711-18210 401-K MATCH	8,605.00	3,833.88	3,833.88	4,771.12	55
030-700-711-18300 HEALTH INSURANCE	19,199.00	10,198.45	10,198.45	9,000.55	47
030-700-711-19000 PROFESSIONAL SERVICES	42,500.00	9,315.48	9,315.48	33,184.52	78
030-700-711-25000 VEHICLE SUPPLIES	3,000.00	793.77	793.77	2,206.23	74
030-700-711-26000 SUPPLIES / MATERIALS	3,800.00	2,042.09	2,042.09	1,757.91	46
030-700-711-26500 SAFETY MATERIALS	575.00	0.00	0.00	575.00	100
030-700-711-26900 UNIFORMS	400.00	49.99	49.99	350.01	88
030-700-711-31000 TRAVEL & TRAINING	1,800.00	64.00	64.00	1,736.00	96
030-700-711-32100 TELEPHONE	2,800.00	1,997.25	1,997.25	802.75	29
030-700-711-32500 POSTAGE	14,300.00	4,364.94	4,364.94	9,935.06	69
030-700-711-35300 VEHICLE MAINTENANCE	1,800.00	48.99	48.99	1,751.01	97
030-700-711-40450 INSURANCE	10,852.00	9,258.68	9,258.68	1,593.32	15
030-700-711-50100 SMALL EQUIPMENT	2,300.00	0.00	0.00	2,300.00	100
030-700-711-50500 CAPITAL EQUIPMENT	38,900.00	36,166.65	36,166.65	2,733.35	7
TOTAL EXPENDITURE	<u>315,969.00</u>	<u>152,319.45</u>	<u>152,319.45</u>	<u>163,649.55</u>	<u>52</u>
BEFORE TRANSFERS	<u>-315,969.00</u>	<u>-152,319.45</u>	<u>-152,319.45</u>		
AFTER TRANSFERS	<u>-315,969.00</u>	<u>-152,319.45</u>	<u>-152,319.45</u>		

712 PRODUCTION

EXPENDITURE:

030-700-712-12100 SALARIES & WAGES	279,472.00	119,531.96	119,531.96	159,940.04	57
030-700-712-18100 FICA	21,380.00	9,084.83	9,084.83	12,295.17	58
030-700-712-18200 RETIREMENT	20,960.00	9,144.59	9,144.59	11,815.41	56
030-700-712-18210 401-K MATCH	16,768.00	2,074.84	2,074.84	14,693.16	88
030-700-712-18300 HEALTH INSURANCE	35,192.00	16,147.05	16,147.05	19,044.95	54
030-700-712-18400 RETIREE HEALTH INSURANCE	7,180.00	3,048.06	3,048.06	4,131.94	58
030-700-712-19000 PROFESSIONAL SERVICES	14,000.00	3,885.11	3,885.11	10,114.89	72
030-700-712-19600 WATER TESTING /	18,500.00	4,227.11	4,227.11	14,272.89	77
030-700-712-19900 CONTRACT WORK	12,000.00	1,078.75	1,078.75	10,921.25	91
030-700-712-20000 CHEMICALS	54,000.00	24,621.47	24,621.47	29,378.53	54
030-700-712-25000 VEHICLE SUPPLIES	6,500.00	2,403.45	2,403.45	4,096.55	63
030-700-712-26000 SUPPLIES / MATERIALS	12,000.00	2,350.81	2,350.81	9,649.19	80
030-700-712-26500 SAFETY MATERIALS	2,300.00	653.80	653.80	1,646.20	72
030-700-712-26900 UNIFORMS	2,100.00	639.84	639.84	1,460.16	70
030-700-712-27001 LAB SUPPLIES	19,800.00	4,742.13	4,742.13	15,057.87	76
030-700-712-31000 TRAVEL & TRAINING	14,000.00	8,456.30	8,456.30	5,543.70	40
030-700-712-32100 TELEPHONE	4,900.00	2,139.02	2,139.02	2,760.98	56
030-700-712-33100 UTILITIES	93,000.00	41,767.44	41,767.44	51,232.56	55

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TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
030-700-712-34000 SLUDGE REMOVAL	30,000.00	10,627.08	10,627.08	19,372.92	65
030-700-712-35100 BUILDING REPAIR /	6,000.00	139.00	139.00	5,861.00	98
030-700-712-35200 EQUIPMENT MAINTENANCE	16,000.00	1,865.22	1,865.22	14,134.78	88
030-700-712-35300 VEHICLE MAINTENANCE	4,550.00	144.92	144.92	4,405.08	97
030-700-712-40450 INSURANCE	10,852.00	9,067.85	9,067.85	1,784.15	16
030-700-712-40900 WATER PURCHASES	6,000.00	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	3,800.00	3,422.85	3,422.85	377.15	10
030-700-712-50300 CAPITAL IMPROVEMENTS	17,000.00	0.00	0.00	17,000.00	100
030-700-712-50500 CAPITAL EQUIPMENT	168,000.00	143,282.50	143,282.50	24,717.50	15
TOTAL EXPENDITURE	<u>896,254.00</u>	<u>424,545.98</u>	<u>424,545.98</u>	<u>471,708.02</u>	<u>53</u>
BEFORE TRANSFERS	<u>-896,254.00</u>	<u>-424,545.98</u>	<u>-424,545.98</u>		
AFTER TRANSFERS	<u>-896,254.00</u>	<u>-424,545.98</u>	<u>-424,545.98</u>		

713 MAINTENANCE

EXPENDITURE:

030-700-713-12100 SALARIES & WAGES	273,472.00	139,450.66	139,450.66	134,021.34	49
030-700-713-18100 FICA	20,921.00	9,546.05	9,546.05	11,374.95	54
030-700-713-18200 RETIREMENT	20,510.00	10,685.15	10,685.15	9,824.85	48
030-700-713-18210 401-K MATCH	16,408.00	3,237.64	3,237.64	13,170.36	80
030-700-713-18300 HEALTH INSURANCE	64,324.00	27,432.16	27,432.16	36,891.84	57
030-700-713-19000 PROFESSIONAL SERVICES	12,000.00	2,546.90	2,546.90	9,453.10	79
030-700-713-19500 CONTRACT LABOR	3,000.00	0.00	0.00	3,000.00	100
030-700-713-19900 CONTRACT WORK	3,500.00	0.00	0.00	3,500.00	100
030-700-713-25000 VEHICLE SUPPLIES	9,500.00	4,316.69	4,316.69	5,183.31	55
030-700-713-26000 SUPPLIES / MATERIALS	43,000.00	21,018.37	21,018.37	21,981.63	51
030-700-713-26500 SAFETY MATERIALS	3,000.00	707.80	707.80	2,292.20	76
030-700-713-26900 UNIFORMS	3,000.00	379.93	379.93	2,620.07	87
030-700-713-31000 TRAVEL & TRAINING	3,800.00	1,584.68	1,584.68	2,215.32	58
030-700-713-32100 TELEPHONE	5,000.00	2,911.17	2,911.17	2,088.83	42
030-700-713-33100 UTILITIES	6,500.00	6,060.05	6,060.05	439.95	7
030-700-713-33300 UTILITIES FOR PUMP STATION	18,500.00	639.72	639.72	17,860.28	97
030-700-713-33500 UTILITIES/BUILDING	6,000.00	1,545.39	1,545.39	4,454.61	74
030-700-713-35100 BUILDING REPAIR /	2,800.00	375.00	375.00	2,425.00	87
030-700-713-35200 EQUIPMENT MAINTENANCE	8,500.00	3,362.09	3,362.09	5,137.91	60
030-700-713-35300 VEHICLE MAINTENANCE	6,300.00	5,726.56	5,726.56	573.44	9
030-700-713-39410 EQUIPMENTAL RENTAL	1,200.00	0.00	0.00	1,200.00	100
030-700-713-40450 INSURANCE	10,852.00	9,067.85	9,067.85	1,784.15	16
030-700-713-50100 SMALL EQUIPMENT	5,000.00	0.00	0.00	5,000.00	100
030-700-713-50300 CAPITAL IMPROVEMENTS	60,000.00	23,625.74	23,625.74	36,374.26	61
030-700-713-50310 REPAIRS TO RESERVOIR	6,000.00	0.00	0.00	6,000.00	100

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TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 12/31/2017

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT REM</u>
030-700-713-50320 WATER SYSTEM	3,000.00	0.00	0.00	3,000.00	100
030-700-713-50500 CAPITAL EQUIPMENT	55,000.00	11,400.00	11,400.00	43,600.00	79
TOTAL EXPENDITURE	<u>671,087.00</u>	<u>285,619.60</u>	<u>285,619.60</u>	<u>385,467.40</u>	<u>57</u>
BEFORE TRANSFERS	<u>-671,087.00</u>	<u>-285,619.60</u>	<u>-285,619.60</u>		
AFTER TRANSFERS	<u>-671,087.00</u>	<u>-285,619.60</u>	<u>-285,619.60</u>		
910 DEBT SERVICE					
EXPENDITURE:					
010-910-910-91061 LOAN PAYMENT-FIRE TRUCK	53,541.00	53,540.72	53,540.72	0.28	0
010-910-910-91062 LOAN PAYMENT - FIRE TRUCKS	149,413.00	74,706.48	74,706.48	74,706.52	50
010-910-910-91063 LOAN PAYMENT - FIRE	255,021.00	128,072.18	128,072.18	126,948.82	50
030-910-910-60030 RESERVE FOR BOND PAYMENT	209,607.00	23,803.30	23,803.30	185,803.70	89
TOTAL EXPENDITURE	<u>667,582.00</u>	<u>280,122.68</u>	<u>280,122.68</u>	<u>387,459.32</u>	<u>58</u>
BEFORE TRANSFERS	<u>-667,582.00</u>	<u>-280,122.68</u>	<u>-280,122.68</u>		
AFTER TRANSFERS	<u>-667,582.00</u>	<u>-280,122.68</u>	<u>-280,122.68</u>		
999 OTHER FUNDING USES					
EXPENDITURE:					
010-005-999-90000 CONTINGENCY	20,000.00	0.00	0.00	20,000.00	100
030-005-999-90000 CONTINGENCY	15,000.00	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	<u>35,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,000.00</u>	<u>100</u>
BEFORE TRANSFERS	<u>-35,000.00</u>	<u>0.00</u>	<u>0.00</u>		
AFTER TRANSFERS	<u>-35,000.00</u>	<u>0.00</u>	<u>0.00</u>		

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2018
Subject: Budget Amendment – Police Department & Contingency
Presenter: Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

The unexpected retirement of the Town’s Police Chief on 12/31/17 resulted in a few expenditures that are not in the current year’s budget, including the payment for the law enforcement special separation allowance, a payout for accrued vacation leave and a required contribution-based benefit paid to the N.C. Retirement System. The attached budget amendment form details these expenditure accounts. In addition, the Town Manager has requested and received quotes for the replacement of Town Council’s workspaces and the addition of acoustical panels in the community room space. The current furniture has some safety issues because they tip over easily. Additionally, there is a need to make better use of the space to the side of Council. The aforementioned expenditures are proposed to be funded by a combination of appropriated fund balance and contingency funds that have been included within the budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

**Budget Amendment
Town of Weaverville**

What expense accounts are to be increased?

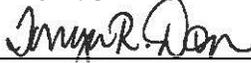
Account	Account Description	Transfer Amount
010-430-431-12100	Police Dept - Salaries & Wages	\$10,589.00
010-430-431-18200	Police Dept - Retirement	\$41,739.83
010-430-431-12500	Police Dept - Separation Allowance	\$13,263.42
010-430-431-18100	Police Dept - FICA	\$2,687.73
010-430-431-18210	Police Dept - 401(K) Match	\$1,093.52
010-410-412-50500	Administration - Capital Equip.	\$15,000.00

What expense account(s) are to be decreased or additional revenue expected to offset expense?

Account	Account Description	Transfer Amount
010-004-310-09900	Appropriated Fund Balance	\$69,373.50
010-005-999-90000	General Fund - Contingency	\$15,000.00

Justification: Please provide a brief justification for this budget amendment.

Funds special separation allowance, accumulated vacation payout and contribution-based benefit paid to the N.C. Retirement System for retired police chief with appropriated fund balance. Funds installation of acoustical panels and replacement council dias from contingency per budget ordinance directive.

 Authorized by Finance Officer	1/18/2018 Date
 Authorized by Town Manager	1/18/2018 Date
Authorized by Town Council (if applicable)	Date

Budget Ordinance Section 5:

- A. He/she may transfer amounts between line items, expenditures and revenues, within a department without limitation and without a report being required.
- B. He/she may transfer amounts up to \$5,000 between departments within any one division, including contingency appropriations, within the same fund during any month. For the purpose of this ordinance, the Town of Weaverville has the following divisions: Public Works, Public Safety, and General Government. The Budget Officer must make an official report on such transfers at the next regular meeting of the Governing Board. Transfers between divisions would require action of the Governing Board.
- C. He/she may not transfer any amounts between funds, except as approved by the Governing Board in the Budget Ordinance as amended.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2018

Subject: Water line extension and allocation request for the proposed Weaverville Condo Project.

Presenter: Dale Pennell, Public Works Director
Warren Sugg, Engineer for the applicant

Attachments: Application, Preliminary Plat

Description: Water service request to serve the proposed Weaverville Condo Project consisting of 12 buildings containing 4 to 6 single-family residential units each (50 total units). Allocation of 20,000 gallons per day with peak demand of 100 gpm. Fire protection would also be provided. Project would be served by water line extension(s) from existing 12" town water lines. Demand would amount to 1.5% of current available water plant capacity.

Action Requested: Council discussion and decision regarding suppling service, and/or other issues related to this proposed single-family project.

The Town of
Weaverville
NORTH CAROLINA

January 11, 2018

Mr. Warren Sugg, PE
Civil Design Concepts, PA
168 Patton Avenue
Asheville, NC 28801

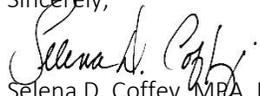
Reference: Commitment Letter Application
Weaverville Condo Project, 152 Monticello Road, Weaverville, NC
50 Residences; Monticello Road and Gill Branch Road behind Wal-Mart and Dollar Tree
PIN: 9733-70-1422; 9733-70-0050; 9732-79-2660

Dear Mr. Sugg:

Your request for municipal water service to the proposed 50 Unit Residential Condo Project described above has been reviewed by town staff. Your property is within the current Town limits and existing 12" water lines are located in Northcrest Drive and Monticello Road to serve your property. Your proposed project would require a water line extension to the Town of Weaverville Water Distribution System; therefore the extension will require approval by Weaverville Town Council. This proposed project is subject to the Town of Weaverville Water Policies and Procedures and design criteria if approved. Weaverville Town Council will consider projects for water line extensions upon formal request per the Town of Weaverville Water Policies and Procedures Section 2.4 EXTENSION AGREEMENT. In addition, the following conditions will apply:

1. The project developer and/or other legal representative can formally request, in person, to the Weaverville Town Council, consideration for this request for water line extension and service. This would be done at the next Town Council monthly meeting, currently scheduled for Monday, January 22th at 7:00 PM. The Council Chambers is located at Weaverville Town Hall, 30 South Main Street, Weaverville, N.C.
2. If approved by Town Council, I will issue you a formal Commitment Letter which contains the specific conditions and actions which must be met to activate the commitment.
3. Be fully prepared to present concept drawings of this proposed project and any other documentation you feel will benefit your presentation to Town Council. If you cannot be prepared by the above meeting date, please advise so we can move you to Council's February 26, 2017 scheduled meeting.
4. If approved, the owner/developer shall be responsible for designing and constructing an extension of the Town's water distribution system to and through the subject property in accordance with Town Specifications and Ordinances, including a thorough review by town staff of the plans for the water line extension prior to town approval, permitting and related construction activity.
5. The owner/developer shall be responsible for obtaining any and all right-of-ways, encroachment agreements, permits, etc. necessary for the installation of said water distribution system and conveying said water distribution system and applicable right-of-ways to the Town for permanent maintenance as part of the Town system.

Sincerely,



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

cc: Dale Pennell, PE, PLS, Public Works Director
Weaverville Condo Project behind WM DTree extension letter 01112018

30 South Main Street • Weaverville, NC 28787 (PO Box 338)
Phone (828) 645-7116 • Fax (828) 645-4776
www.weavervillenc.org

TOWN OF WEAVERVILLE

WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

NAME OF APPLICANT Warren Sugg, P.E. PROJECT NAME: Weaverville Condo Project
ADDRESS: 168 Patton Avenue LOCATION: 152 Monticello Road
Asheville, NC 28801 Weaverville, NC 28787
PHONE NO: 828-252-5388 PIN NO: 9733-70-0398; 9733-70-0050; 9732-79-2660
ELEVATION: 2158

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
 TWO FAMILY _____ NO. OF BUILDINGS
 MULTI-FAMILY _____ NO. OF BUILDINGS
 RESIDENTIAL SUBDIVISION 50 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

CAPACITY REQUESTED:

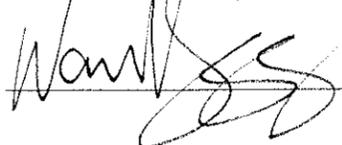
MAXIMUM GALLONS PER MINUTE 100 GPM
MAXIMUM GALLONS PER DAY 20,000 GPD
ANTICIPATED DATE OF SERVICE March 2018

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.

ACKNOWLEDGMENT:

I Warren Sugg, P.E. 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  DATE 12/18/17

Town of Weaverville
P.O. Box 338
Weaverville, NC 28787
(828) 645-7116



December 19, 2017

Project Address:

152 Monticello Road
Weaverville, NC 28787

Project will consist of: 50 Single Family Residences

Water Demand:

50 - 2-bedroom residences

50 Residences x 2.0 GPM

Demand: 100 GPM

Average Daily Demand

400 GPD per house

50 houses x 400 GPD = 20,000 GPD

Fire Protection:

1000 GPM

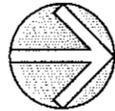
Note:

Calculated domestic water demand above is based upon anticipated fixture counts for the project. Final calculations shall be done by the Plumbing Engineer during construction document preparation.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

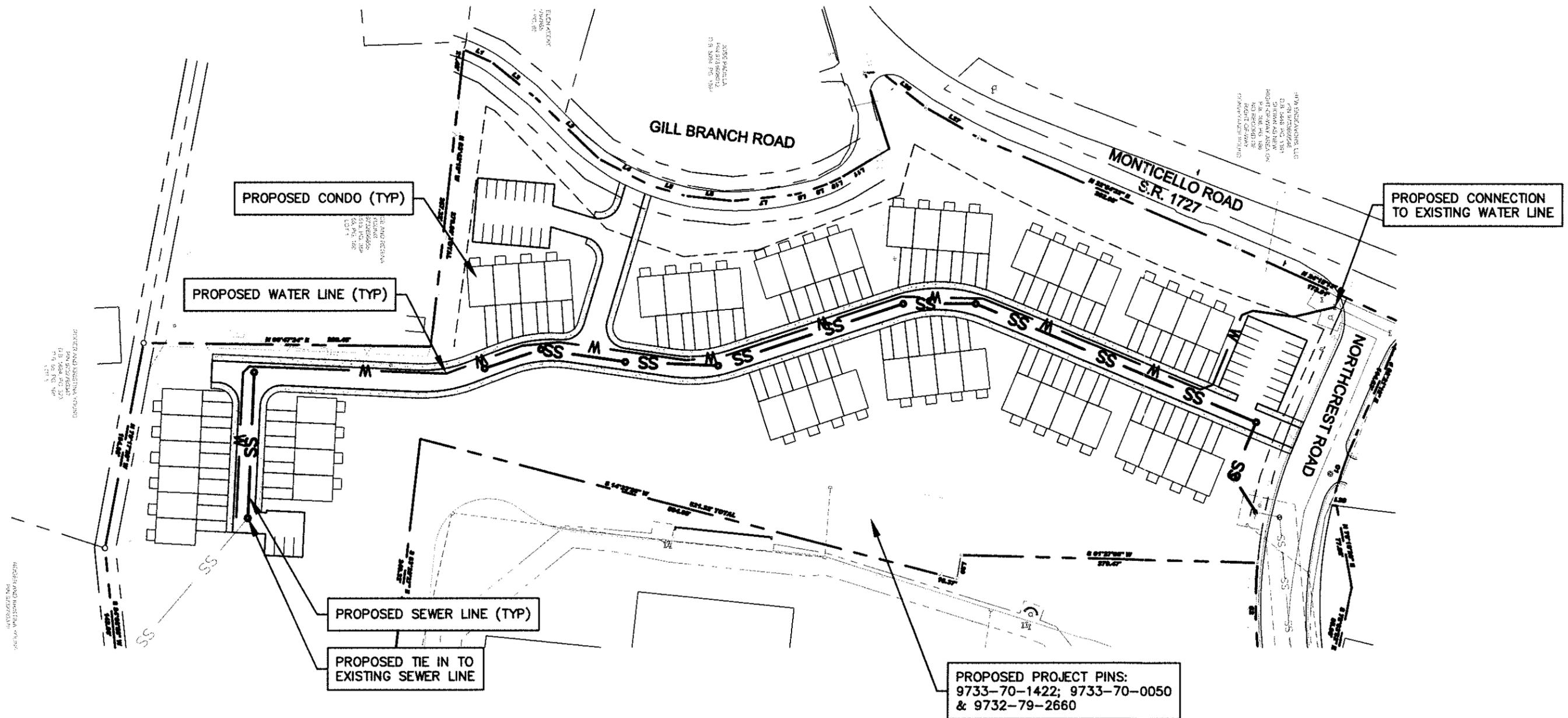
168 Patton Avenue Asheville, NC 28805
Phone 828-252-5388 Fax 828-252-5365

52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455



NORTH

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TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 22, 2018
Subject: Consulting Agreement with Withers-Ravenel-Martin for Preparation of a Preliminary Engineering Report
Presenter: Town Manager
Attachments: Agreement

Description:

As Town Council will recall, Dennie Martin was in attendance at Council's October 2017 workshop to speak to Council about the potential options for a water treatment plant expansion. Staff has noted that additional information will be necessary as Town Council considers its options related to the potential expansion of the water treatment plant. The attached agreement, if authorized, will ensure that this information is delivered to the Town to assist in making these important decisions. Please see the attached agreement for the full scope of the work to be performed.

Council Action Requested:

The Town Manager recommends that Town Council authorize her to execute the agreement with Withers-Ravenel-Martin.

Suggested Motion:

I move that Town Council authorize the Town Manager to execute the agreement with Withers-Ravenel-Martin as described and set forth within the agenda packet.

November 3, 2017

Ms. Selena Coffey, Town Manager
Town of Weaverville
30 South Main Street
Weaverville, NC 28787

RE:
Engineering Services Agreement
Preparation of Preliminary Engineering Report
WR Project No. 02170809

Dear Selena:

WithersRavenel (CONSULTANT) is pleased to provide this AGREEMENT for engineering services to The Town of Weaverville (CLIENT) for the **Preparation of a Preliminary Engineering Report** (PROJECT) which would be appropriate to support a funding application for expanding the Town's potable water system capacity.

WithersRavenel, Inc. is headquartered in Cary, North Carolina and is an Employee Stock Ownership Plan (ESOP) company. Our firm of more than 195 employee-owners excel at providing water resources, surveying, GIS, environmental, and land planning services to local government clients. Founded in 1983 as Withers & Ravenel, Inc., WithersRavenel is equipped with over 34 years of serving an array of clients and projects through responsive, innovative, and cost-effective engineering solutions for North Carolina communities.

If you have any questions or concerns about the proposal, please do not hesitate to call me.

Sincerely,

WithersRavenel



Randall D. Hintz, PE
Senior Project Manager - Utilities

38 Orange Street, Suite 2 | Asheville, NC 28801
Office: 828.255.0313 | Direct: 828.707.8388

Attachments:

Exhibit I - Standard Terms and Conditions
Exhibit II - Fee and Expense Schedule

Preparation of Preliminary Engineering Report Town of Weaverville, North Carolina Service Agreement for Professional Services

A. PROJECT DESCRIPTION

The Town of Weaverville is seeking professional engineering services to prepare a Preliminary Engineering Report (PER) to support a funding application for expanding the Town's potable water system capacity.

B. SCOPE OF SERVICES

The CONSULTANT, upon authorization by the CLIENT, will provide the following Basic Services:

Task 1 – Prepare Preliminary Engineering Report

1.1. Prepare PER

CONSULTANT will prepare a Preliminary Engineering Report (PER) which addresses options available to the CLIENT for expanding the capacity of the potable water supply system to meet the current and future demands of the community. Specifically, the PER will include, the following components:

- ▶ Description of the Project Area
- ▶ Maps of the Project Area
- ▶ Description of the Existing Water System
- ▶ Description of the Need for the Project
- ▶ Alternatives Analysis
- ▶ Project Description
- ▶ Cost Opinion
- ▶ Conclusions and Recommendations

The PER associated with this scope of services will expand on a recently completed report (by others) and build a document which will allow the CLIENT to evaluate practical alternatives. Throughout this process, it is expected that CONSULTANT will work closely with CLIENT to develop these alternatives for expanding the water supply system and provide meaningful insight into each alternative that will allow the CLIENT to select an alternative that best serves the interest of the CLIENT.

1.2. Deliverables

- ▶ CONSULTANT will provide up to five (5) copies of the bound and sealed PER to the CLIENT for its use in the application process. This AGREEMENT assumes the PER will consist of approximately 75 pages.

C. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others, additional services that are not covered under Section B or specifically excluded if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit I and II.

- ▶ Preparing reports, maps, cost estimates and drawings for alternate/additional service areas (not initially discussed) when so directed by the CLIENT.
- ▶ Serving as a witness for the CLIENT in any litigation involving the PROJECT.
- ▶ Providing preliminary engineering reports to the CLIENT in excess of the quantity to be provided under Subsection 1.2 hereof.

- ▶ Providing other miscellaneous additional services which are not a part of the Basic Services, when such other additional services are authorized by the CLIENT in writing, including special services which may be required for environmental (wetlands delineation) and/or geotechnical work.

D. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT'S services under this AGREEMENT, the CLIENT will:

- ▶ Provide any information needed to complete the PROJECT not specifically addressed in the Scope of Services. Any changes to the alternatives or PROJECT requirements after CONSULTANT has begun work may require additional fees.
- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT.
- ▶ Examine all proposals and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time period so as not to delay the services of the CONSULTANT.
- ▶ Handle matters requiring an attorney at law.

E. COMPENSATION FOR SERVICES

CONSULTANT proposes to provide the Scope of Services previously outlined on a fixed fee basis as described in the table below.

Task Number	Task Name	Cost
1	Prepare PER	\$8,500
	Total	\$8,500

Invoices will be based on the percentage of the project accomplished during the billing period. Payment is due upon receipt of invoice. Interest shall be charged at the rate of one and one-half (1.5) percent per month on all balances due over 30 days from date of invoice.

F. STANDARD TERMS AND CONDITIONS

CONSULTANT has included a copy of its Standard Terms and Conditions (Exhibit I) and Fee and Expense Schedule (Exhibit II) with this proposal and by incorporation makes them a contractual obligation along with the scope of this letter agreement.

G. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract.

H. ACCEPTANCE

Submitted by ENGINEER:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511



Authorized Signature

Jeffrey J. Wing, PE LEED AP

Printed Name

Vice President, Director - Utilities

Title

jwing@withersravenel.com

Email Address

(919) 469-3340

Phone

Accepted by CLIENT:

Authorized Signature

Selena Coffey

Printed Name

Town Manager

Title

scoffey@weaverville.org

Email Address

(828) 645-7116

Phone

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Code	Description	Rate
Engineering / Planning		
EPPRI	Principal	\$ 180
EPSTC	Senior Technical Consultant	\$ 165
EPPM3	Senior Project Manager	\$ 150
EPPM2	Project Manager	\$ 135
EPPM1	Assistant Project Manager	\$ 125
EPPMC	Project Coordinator	\$ 90
EPSP5	Senior Staff Professional	\$ 135
EPSP4	Staff Professional IV	\$ 120
EPSP3	Staff Professional III	\$ 110
EPSP2	Staff Professional II	\$ 100
EPSP1	Staff Professional I	\$ 90
EPDE3	Senior Designer	\$ 120
EPDE2	Designer II	\$ 105
EPDE1	Designer I	\$ 95
EPCT3	Senior CAD Technician	\$ 100
EPCT2	CAD Technician II	\$ 85
EPCT1	CAD Technician I	\$ 75
EPLP3	Senior Land Planner	\$ 110
EPLP2	Land Planner II	\$ 100
EPLP1	Land Planner I	\$ 90
EPPLT	Planning Technician	\$ 80
EPCM3	Senior Construction Manager	\$ 130
EPCM2	Construction Manager II	\$ 120
EPCM1	Construction Manager I	\$ 110
EPRP3	Senior Resident Project Representative	\$ 100
EPRP2	Resident Project Representative II	\$ 90
EPRP1	Resident Project Representative I	\$ 85

Code	Description	Rate
Geomatics		
GMPRI	Principal	\$ 180
GMSTC	Senior Technical Consultant	\$ 165
GMSRM	Geomatics Senior Manager	\$ 150
GMPM2	Geomatics Project Manager II (SR PM)	\$ 130
GMPM1	Geomatics Project Manager I	\$ 120
GMPP2	Geomatics Project Professional II	\$ 125
GMPP1	Geomatics Project Professional I	\$ 110
GMCD3	Geomatics CAD III	\$ 90
GMCD2	Geomatics CAD II	\$ 80
GMCD1	Geomatics CAD I	\$ 60
GMGIS	Geomatics GIS Specialist	\$ 105
GMGT3	Geomatics GIS Tech III	\$ 90
GMGT2	Geomatics GIS Tech II	\$ 75
GMGT1	Geomatics GIS Tech I	\$ 60
GMRS2	Geomatics Remote Sensing Crew (2 Ma	\$ 210
GMRS1	Geomatics Remote Sensing Crew (1 Ma	\$ 140
GMSC3	Geomatics Survey Crew III (3 Man)	\$ 180
GMSC2	Geomatics Survey Crew II (2 Man)	\$ 145
GMSC1	Geomatics Survey Crew I (1 Man)	\$ 120
GMST4	Geomatics Survey Tech IV	\$ 90
GMST3	Geomatics Survey Tech III	\$ 80
GMST2	Geomatics Survey Tech II	\$ 65
GMST1	Geomatics Survey Tech I	\$ 35
Administrative		
ADOA3	Office Administrator III	\$ 90
ADOA2	Office Administrator II	\$ 85
ADOA1	Office Administrator I	\$ 80
ADAA3	Administrative Assistant III	\$ 70
ADAA2	Administrative Assistant II	\$ 60
ADAA1	Administrative Assistant I	\$ 55

Code	Description	Rate
Environmental / Geology		
EVPRI	Principal	\$ 180
EVSTC	Senior Technical Consultant	\$ 165
EVPP5	Environmental Project Professional V	\$ 150
EVPP4	Environmental Project Professional IV	\$ 140
EVPP3	Environmental Project Professional III	\$ 125
EVPP2	Environmental Project Professional II	\$ 115
EVPP1	Environmental Project Professional I	\$ 105
EVSP3	Environmental Staff Professional III	\$ 100
EVSP2	Environmental Staff Professional II	\$ 90
EVSP1	Environmental Staff Professional I	\$ 80
EVET2	Environmental Technician II	\$ 75
EVET1	Environmental Technician I	\$ 65
EVWB4	Senior Biologist/Wetlands Scientist	\$ 125
EVWB3	Biologist/Wetlands Scientist III	\$ 110
EVWB2	Biologist/Wetlands Scientist II	\$ 100
EVWB1	Biologist/Wetlands Scientist I	\$ 90
EVSHG	Senior Hydrogeologist	\$ 150
EVPG2	Project Geologist II (Sr. Proj. Geologist	\$ 125
EVPG1	Project Geologist I	\$ 105
EVSG2	Staff Geologist II	\$ 95
EVSG1	Staff Geologist I	\$ 85
Expenses		
	Bond Prints (Per Sheet)	\$1.50
	Mylar Prints (Per Sheet)	\$10.00
	Mileage	Per IRS
	Subcontractor Fees (Markup)	1.1 - 1.15
	Expenses / Reprod. / Permits (Markup)	1.1 - 1.15
Shipping / Delivery		
	UPS / FEDEX - Project Specific (Distance & Priority)	



Town Manager's Report

Selena D. Coffey, MPA, ICMA-CM

January 22, 2018

1. **Website Update:** The new website online now. We realize there will need to be some minor 'fixes', but it is now in the stage where we can begin training department heads and key staff on how to update their respective sections as needed. The new site, although designed to be simplistic for the viewer, has many new features or 'bells and whistles'. Some of these include the following:
 - It is a responsive website, meaning that it responds to mobile devices, providing better viewing.
 - Town weather widget on the home page
 - Upcoming evenings listed on the home page
 - Featured jobs widget on home page
 - A six-month archive of the Town's e-Focus newsletter, offering the opportunity to view the newsletters in a pdf lightviewer, which doesn't require the reader to download the newsletter.
 - A Quick Links dropdown menu providing answers to frequently asked questions
 - A more user-friendly Town Council Agendas and Minutes page One central page for important forms and documents (<https://weavervillenc.org/forms-documents/>)
 - A focus on "Working" in Weaverville, which focuses on our local businesses and industries
 - Overall, an easier site for our Town staff to navigate and upload information for the viewer
2. **Citizens Academy:** The first session of the 2018 Citizens Academy will be Thursday, January 18, which will be focused on an overview of town government and finance and budget.
3. **Budget Calendar:** Attached you will find a draft budget calendar for a brief discussion during the meeting.
4. **N.C. City-County Managers Association Seminar:** I will be in Winston Salem for the N.C. City-County Managers Association seminar Wednesday, January 31 – February 2, 2018. I will be available by phone, email or text during my absence.
5. **Retreat:** As a reminder, the Council Retreat is scheduled for Saturday, February 3 at 9am. It will be held in Council Chambers at Town Hall. Lunch will be provided to Council and staff in attendance.
6. **RFPs for Annual Audit:** Pursuant to your budget discussions, I am beginning the process for receiving proposals for the Town's annual audit. I will be presenting the proposals to Council at an upcoming meeting.

DRAFT

Town of Weaverville Budget Calendar FY 2018-2019

Budget Activity	Date/Time/Location	Responsible Party
Operational Budget Requests & CIP Requests Due to Manager	March 2, 2018	• Department Heads
Budget Workshop #1 – Budget Preview (Regular Workshop)	March 13, 2018 6:00pm Town Hall	• Town Council • Town Manager • Department Heads
Manager’s Budget Review, Analysis & Department Head Meetings in Development of Proposed Budget	March 13 – April 23, 2018	• Town Manager • Department Heads
Initial Draft Budget Presentation Set Public Hearing on Budget (Regular Town Council Meeting)	April 23, 2018 7:00pm Town Hall	• Town Council • Town Manager • Town Clerk
Budget Workshop #2	TBD April - May	• Town Council • Town Manager • Department Heads
Advertise Public Hearing on Budget		• Town Clerk
Public Hearing on Budget (Regular Town Council Meeting)	May 21, 2018 7:00pm Town Hall	• Town Council • Town Manager
Budget Workshop #3	TBD April - May	• Town Council • Town Manager • Department Heads
Budget Workshop #4 (optional)	TBD May - June	• Town Council • Town Manager • Department Heads
Town Council’s Adoption of Budget / Budget Ordinance	June 18, 2018 7:00pm Town Hall	• Town Council • Town Manager • Town Clerk