

TOWN OF WEAVERVILLE

AGENDA

**Town Hall Council Chambers
30 South Main Street
Weaverville, NC 28787**

**December 17, 2018
Regular Meeting at 7:00 pm**

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Root
2. Approval/Adjustments to the Agenda		Mayor Root
3. Approval of Minutes		Mayor Root
A. October 10, 2018 Town Council Special-Called Meeting	1	
B. November 19, 2018 Town Council Regular Meeting	2	
4. Special Recognitions		Mayor Root
5. General Public Comments		Mayor Root
6. Consent Agenda		Town Manager
A. Monthly Tax Report	6	
B. Tax Releases/Refunds	8	
C. Award of Badge and Service Weapon to Retiring Police Chief	9	
D. Budget Amendment: Cops for Kids Program	10	
E. Appointment to MSD Board	12	
F. Town 2019 Holiday Schedule	13	
G. Town Council 2019 Meeting Schedule	15	
H. Award of Contract for Supervisory Control and Data Acquisition System (SCADA) ...	17	
I. Approvals of Local Water Supply Plan & Water Shortage Response Plan	21	
J. Acceptance of Old Dry Ridge Circle Public Street Dedication	40	
K. Annexation Petition and Initial Zoning Request for Barkley Terrace Subdivision	46	
7. Town Manager’s Report	53	Town Manager
8. Discussion & Action Items		
A. Proposed Code Amendments to Chapter 2 & 20: Planning Board	54	Town Attorney
B. Board Appointments: Planning & Zoning Board	58	Mayor Root
C. Comprehensive Land Use Plan Update	60	Planning Director
D. Sale of Old Bus Garage	65	Town Manager
E. Update on USDA Loan for Water Line Extension Project	76	Town Manager
F. Quarterly Reports – Public Works & Water Services	77	Public Works Dir.
9. Closed Session		Mayor Root
• <i>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...</i>		
• <i>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 in negotiating...</i>		
• <i>N.C.G.S § 143-318.11(a)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee...</i>		
10. Adjournment		Mayor Root



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special Called Meeting
Monday, October 10, 2018**

The Town Council for the Town of Weaverville met for a Special-Called meeting on Monday, October 10, 2018, 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, Vice Mayor/Councilman Doug Jackson, Councilwoman Dottie Sherrill, Councilman Jeffrey McKenna, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons.

Staff present was: Town Manager Selena Coffey, Town Clerk Derek Huninghake, Police Chief Alan Wyatt, Fire Chief Ted Williams, Town Planner James Eller, Public Works Director Dale Pennell and Water Treatment Supervisor Trent Duncan.

1. Call to Order

Mayor Al Root called the meeting to order at 6:00 p.m.

2. Moment of Silence

Mayor Root held a moment of silence for Kenneth Chandler, a Town of Weaverville employee who passed away last week.

3. Discussion Items

A. Draft Strategic Plan

Mayor Root commented that the meeting tonight will be focusing on the draft strategic plan that was brought up earlier this year. Mainly, covering the draft strategic plan calendar to make sure items are being tasked to the right party and completed on time.

Town Manager Selena Coffey gave an overview of the process that was followed on the product that was handed out. She mentioned that the document included an introduction for the strategic plan, goals that the Town needed to complete in the short run and long run, and action planning and strategies that described a plan of attack for completing those goals and keeping on track. The goal for the workshop tonight is to draft a strategic plan calendar, by adding the Town's goals and objectives to make sure that they are still appropriate, each individual's responsibility and in what timeframe to be completed by. The draft of the Strategic Plan Calendar is attached.

4. Adjournment

Councilman Nagle made the motion to adjourn; Councilman Fitzsimmons seconded and all voted to adjourn the Council's meeting at 7:12 p.m.

Derek K. Huninghake, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Meeting
Monday, November 19, 2018**

The Town Council for the Town of Weaverville met for a its regular monthly meeting on Monday, November 19, 2018, at 7:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Vice Mayor/Councilman Doug Jackson, Councilwoman Dottie Sherrill, Councilman Jeffrey McKenna, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons. Mayor Al Root was absent.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk Derek Huninghake, Police Chief Alan Wyatt, Fire Chief Ted Williams, Town Planner James Eller, Finance Officer Tonya Dozier, Public Works Director Dale Pennell and Water Treatment Supervisor Trent Duncan.

1. Call to Order

Vice Mayor Jackson called the meeting to order at 7:00 p.m.

2. Approval/Adjustments to the Agenda

Councilwoman Sherrill made a motion to approve the agenda as presented. Councilman Fitzsimmons seconded and all voted in favor of the motion.

3. Approval of Minutes

Councilman Nagle made the motion to approve the minutes from September 11, 2018 Special Called Meeting, October 15, 2018 Special Called Meeting, and October 15, 2018 Town Council Regular Meeting as presented. Councilwoman Sherrill seconded the motion and all voted in favor on the approval of the minutes.

4. General Public Comment

Public comments were received as follows:

Lou Accornero, 50 Highland Pointe Drive, commented that Town Council should reconsider the placement of Dry Ridge Museum in the new community center. He believes the museum would get lost in there and the community center should stay a community center. Dry Ridge Museum could be included at the Town Hall, if it was redesigned and Mr. Accornero would be willing to help with it.

Jon Varner, Eluvium Brewery Co-Owner, thanked Town Council and the community for being so great and supportive. The brewery just celebrated its one-year anniversary and made it in the Mountain Express "Best Of" category.

5. Consent Agenda

Councilman Nagle motioned for the approval of the Consent Agenda. Councilman McKenna seconded the motion and all voted unanimously to approve all action requested in the consent agenda.

A. Monthly Tax Report – Information Only

B. Tax Releases - *Approved tax release of the real property of Amit Dorf at 122 Dorothy Lillie Lane valued at \$551,000, so that \$2,093.80 can be released from the 2018 levy.*

C. Acceptance of Property Donation – Lake Louise/Mayfair Partners, LLC – *Town Council motioned to accept and receive the donation of the real property described in the attached gift deed for use in conjunction with the Lake Louise Park.*

D. Comprehensive Land Use Plan Update – *Updated Town Council on Comprehensive Land Use Plan*

E. Approval of Architectural Services Contract for Community Center Project – *Approved the attached agreement for architectural services with Legerton Architects, P.A., for the Lake Louise Community Center Project and to authorize the Town Manager to execute the agreement and any other documents necessary to engage Legerton Architects, P.A., as the architects on this project.*

6. Town Manager's Report

Town Manager Selena Coffey presented her Manager's report to Council including 1) that Chief Wyatt will be retiring at calendar year end and she has already initiated the recruitment process by posting the position. As of today, she has received 19 applicants; 2) Public Works has completed the striping at the churches and created a mulch path from Weaverville Methodist Church parking lot to the rear alley serving Dr. Bollinger's dentist office and the Creperie in order to mark parking spaces that are available for employees of downtown businesses to park in; 3) Town Manager Coffey is proud to say that 31 employees volunteered to get CPR Training and Certification this week through Action Plan AED + CPR; 4) the Volunteer Appreciation Dinner will be held on Wednesday, November 28 at Town Hall; 5) the Town's Christmas Parade is Saturday, December 1 at 1pm; 6) and lastly, Weaverville's Employee Christmas Dinner will be Monday, December 3 at 6pm.

7. Discussion and Action Items

A. FY 2017-2018 Audit Presentation

Finance Officer Tonya Dozier covered the Financial Condition Analysis, a benchmark tool created by the School of Government and State before the audit presentation. She mentioned that there was very little change, but did inform Council that under the Water Fund our Self-Sufficiency ratio was a little above a one (one or higher is the goal). This ratio is considered to be most important, since it measures whether charges for services covered total expenses.

Travis Kever, of Gould Killian CPA Group, thanked Town Council for allowing them to serve as the Town auditors again and thanked staff for all their hard work and cooperation in completing the audit. Mr. Kever noted that they have issued the Town an unmodified (clean) opinion and reported no material weaknesses in internal control and no instances of non-compliance with laws and regulations.

Councilwoman Sherrill made a motion to approve the FY 2017-2018 Audit Report. Councilman McKenna seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

B. FY 2017 -2018 ABC Audit Presentation

Chairman Robert Chason presented the Weaverville ABC FY 2018 Audit to Town Council. He noted that the ABC store was performing really well and is continuing to grow financially with last year's sales

exceeding \$3 million. Their profit distribution to the Town of Weaverville so far this year is around \$52,000 and overall, they have distributed over \$260,000 since the store opened. He hopes that they will continue to grow financially this year.

C. Approval of Final Strategic Plan Draft

Town Manager Selena Coffey gave Town Council a brief overview of the final strategic plan that was established from the Council workshop on October 10. It identifies the strategic issues, highlights the goals to develop the strategic plan and shows a timeframe of the implementation plan. She also, created a one page brief 2018-2021 Strategic plan for Town Council as a summary.

Councilwoman Sherrill made a motion to approve the final strategic plan draft. Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

D. July4/ Fireworks Discussion

Town Manager Selena Coffey informed Town Council that staff had come back with some additional information and specific fireworks staging locations downtown for the July 4 display like they had requested. She met with the Town's representative from Pyrotecnico last week and they came up with two final potential staging locations that were by the Weaverville Primary School. Pyrotecnico, the Town's firework vendors, did indicate that if the fireworks were shot from the baseball field, they could go with a two inch mortar and a 200 ft. safety radius. This won't require vacating any homes, but will require the roof of the primary school to be covered with fire blankets. The quote for the required fire blankets would be around \$8,000. The second option is to shoot from the playground, but it would have smaller mortars, require more extensive fire blankets to protect the school's roof and might require covering some windows. Town Manager Coffey did note that the firework show won't be the same visibly as it was down at the lake, since they aren't able to use as big of mortars.

Councilwoman Sherrill made a motion to approve the baseball field as the fireworks display location. Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

E. Sale of Bus Garage – 13 Central Avenue

Town Attorney Jennifer Jackson gave Council an update on the sale of the bus garage at 13 Central Avenue. Lexington Glassworks is coming to the close of their due diligence and have requested the Town of Weaverville to perform the termite treatment for a current termite infestation on property. The total cost estimate is around \$5,205, including an annual pest contract that would be paid by the buyer. The Town Manager and Public Works Director recommend the treatment come out of funds within the Public Works budget.

Councilwoman Sherrill made a motion to approve the attached Due Diligence Request and Agreement and allow a Town expenditure for the requested termite treatment out of the Public Works budget and to authorize the Mayor and appropriate staff to execute and deliver any and all closing documents for a closing to occur in early December. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

F. Police Department Quarterly Reports

Police Chief Alan Wyatt presented the Weaverville Police Departments Third Quarter Report and noted that there were 55 vehicle wrecks, 267 misdemeanor charges and 29 felony charges. Chief Wyatt gave recognition to the officers at the Weaverville Police Department, not only for their hard work at their regular police duties, but for extending into the community and creating great fundraisers like the Weaverville Bike Run, Weaverville Cops for Kids, and the Pink Patch Project.

G. Fire Department Quarterly Reports

Fire Chief Ted Williams presented the Weaverville Fire Departments Third Quarter Report and noted that the call volume remains consistent and the fire loss costs are up this quarter due to the Weaverville Tire fire. They had 39 contacts about child passenger safety seats, 520 contacts in regards to public education and prevention activities, and 38 commercial business inspections.

8. Adjournment

Councilwoman Sherrill made the motion to adjourn; Councilman Fitzsimmons seconded and all voted to adjourn the Council's meeting at 8:01 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

The Town Tax Collector provides the following monthly tax report as of December 11, 2018. This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2018-19**

AS OF 12/11/2018

Real Property:	750,820,030	
Real Property Discoveries:	9,264,300	
Total Real Property:		760,084,330
Personal:	54,787,228	
Personal Discoveries:	15,790	
Total Personal:		54,803,018
Public Utilities:		4,952,725
Exemption:		(942,937)
Releases:		(602,205)
Total Tax Value		818,294,931

Tax Levy @.38 cents per \$100

Real Property:		2,888,320
Personal Property:		208,251
Public Utilities:	18,820	
Less Under \$5 Adjustment	-	
Total Public Utilities:		18,820
Exemption:		(3,583)
Releases:		(2,288)
Total Levy (Total Billed)		3,109,521

Total Current Year Collections	1,506,017.23
% Collected	48.43%

Total Left to be Collected: **1,603,504**

Prior Years Paid **11**

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018
SUBJECT: Tax Release and Refunds
PRESENTER: Tax Collector
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to approve a tax refund.

Personal property owned by North Carolina RSA #4 Inc., DBA US Cellular, valued at \$18,755 was originally included in the 2014 levy but was released by Town Council on July 20, 2015; however, the corresponding refund was not requested or approved. In order to correct this matter, Town Council is requested to approve the refund of \$78.77 from the 2014 tax levy on this personal property.

TOWN COUNCIL ACTION:

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

I move to approve the refund of \$78.77 for the 2014 personal property tax bill that was paid by North Carolina RSA #4 Inc, DBA US Cellular.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 17, 2018
Subject: Awarding of Badge and Service Weapon to Retiring Police Chief Alan Wyatt
Presenter: Town Manager
Attachments: None

Description:

The Town Manager recommends that Town Council approve the award of his service side arm and badge of office to Police Chief Alan Wyatt upon his retirement. North Carolina General Statute § 20-187.2 allows for his badge to be provided at no charge and leaves the expense for his side arm to the discretion of Town Council.

Council Action Requested:

The Town Manager recommends awarding the Chief's badge at no cost and the service side arm at \$1.00 in keeping with general statutes provisions.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 17, 2018
Subject: Budget Amendment – Cops for Kids
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

For the current fiscal year, the Town has collected \$20,551 in Cops for Kids donations as of 12/4/2018.

Town Council is asked to approve a budget amendment to add the following revenue and expenditure items to the 2018-2019 Budget:

Police Department

010-004-300-09028 (Cops For Kids - Revenue) \$20,551

010-430-431-26608 (Cops for Kids - Expenditure) \$20,551

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
010-430-431-26608	Cops for Kids (Expenditure)	\$20,551

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

Account	Account Description	Transfer Amount
010-004-300-09028	Cops for Kids (Revenue)	\$20,551

Justification: Please provide a brief justification for this budget amendment. *Cops for Kids donations collected from July 2018 – Dec 2018*

_____	_____
Authorized by Finance Officer	Date
_____	_____
Authorized by Town Manager	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**

MEETING DATE: December 17, 2018
SUBJECT: Appointment to MSD Board
PRESENTER: Mayor Root
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor's term on the Metropolitan Sewerage District (MSD) Board is due to expire in January 2019 and MSD has inquired as to who will be appointed to serve as the Town's representative at the expiration of Mayor Root's term.

The Mayor recommends the Earl Valois be appointed to the MSD Board for a regular 3 year term beginning in January 2019.

COUNCIL ACTION REQUESTED:

Town Council action to appoint someone to represent the Town on the MSD Board is needed. The following motion is recommended by the Mayor:

I move that Town Council appoint Earl Valois to serve as the Town's representative on the Metropolitan Sewerage District (MSD) Board for a regular 3 year term beginning in January of 2019.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 17, 2018
Subject: Holiday Schedule
Presenter: Selena Coffey, Town Manager
Attachments: Holiday Schedule

Description/Summary of Request:

The attached 2019 holiday schedule is proposed for Town Council adoption. This holiday schedule is reflective of the schedule as adopted by the State of North Carolina and adds Veteran's Day and an additional day at Christmas. It is important to note that, in next month's revisions to the Town's personnel policy, the Town Manager will be recommending the removal of a personal leave day that has previously been approved for Town employees in order to offset one of the days recommended within this proposed holiday schedule.

Action Requested:

The Town Manager recommends the approval of the attached holiday schedule.

Proposed Motion:

I make the motion to approve the 2019 holiday schedule as recommended.

**TOWN OF WEAVERVILLE
2019 HOLIDAY SCHEDULE**

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2019	Tuesday
Martin Luther King, Jr. Day	January 21, 2019	Monday
Good Friday	April 19, 2019	Friday
Memorial Day	May 27, 2019	Monday
Independence Day	July 4, 2019	Thursday
Labor Day	September 2, 2019	Monday
Veterans Day	November 11, 2019	Monday
Thanksgiving	November 28 & 29, 2019	Thursday & Friday
Christmas	December 24, 25 & 26, 2019	Tuesday, Wednesday & Thursday

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 17, 2018
Subject: 2019 Town Council Meeting Schedule
Presenter: Town Manager Selena Coffey
Attachments: Meeting Schedule

Description / Summary of Request:

Attached you will find the 2019 schedule for regular Town Council meetings. Regular Council meetings are scheduled for the third Monday monthly at 7:00pm, with the exception of the January and February meetings. These two meetings are scheduled for the fourth Mondays of January and February instead, in recognition of Martin Luther King Jr. Day and President's Day, which fall on the third Mondays.

In addition, and at the recommendation of the Mayor, the schedule incorporates monthly workshops instead of alternating, odd-numbered months. Scheduling these workshop meetings monthly now eliminates the need to schedule, notice and publish them as needed throughout the calendar year. These workshop meetings may be cancelled at the Mayor's discretion as necessary or appropriate. Workshop meetings are scheduled for 6:00pm on the respective dates.

Action Requested:

The Town Manager recommends approval of the attached meeting schedule for calendar year 2019.

Proposed Motion:

I move to approve the attached 2019 meeting schedule.

**2019 TOWN COUNCIL MEETING SCHEDULE
TOWN OF WEAVERVILLE**

- Regular Town Council meetings are held on the third Monday monthly at 7:00pm in Town Hall Council Chambers, except for January and February meetings, which are held on the fourth Monday monthly.
- Special-called Town Council workshops are held on the second Tuesday monthly at 6:00pm in Town Hall Council Chambers.

MEETING DESCRIPTION	DATE
Town Council Special-Called Meeting	Tuesday, January 8, 2019 at 6:00pm
Town Council Regular Meeting	Monday, January 28, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, February 12, 2019 at 6:00pm
Town Council Regular Meeting	Monday, February 25, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, March 12, 2019 at 6:00pm
Town Council Regular Meeting	Monday, March 18, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, April 9, 2019 at 6:00pm
Town Council Regular Meeting	Monday, April 15, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, May 14, 2019 at 6:00pm
Town Council Regular Meeting	Monday, May 20, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, June 11, 2019 at 6:00pm
Town Council Regular Meeting	Monday, June 17, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, July 9, 2019 at 6:00pm
Town Council Regular Meeting	Monday, July 15, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, August 13, 2019 at 6:00pm
Town Council Regular Meeting	Monday, August 19, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, September 10, 2019 at 6:00pm
Town Council Regular Meeting	Monday, September 16, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, October 8, 2019 at 6:00pm
Town Council Regular Meeting	Monday, October 21, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, November 12, 2019 at 6:00pm
Town Council Regular Meeting	Monday, November 18, 2019 at 7:00pm
Town Council Special-Called Meeting	Tuesday, December 10, 2019 at 6:00pm
Town Council Regular Meeting	Monday, December 16, 2019 at 7:00pm

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018

SUBJECT: Award of Contract for Supervisory Control and Data Acquisition (SCADA) System for Water Treatment Plant

PRESENTER: Water Treatment Plant Superintendent

ATTACHMENTS: Proposal Submitted by Carolina Technical Services, Inc.

DESCRIPTION/SUMMARY OF REQUEST:

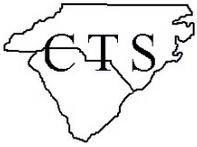
The Water Treatment Plant Superintendent and Town Attorney have worked together on a process to solicit proposals for a new Supervisory Control and Data Acquisition (SCADA) System for the Town's water treatment plant. The SCADA system assists the Town's water treatment operators by gathering and analyzing real time water data, transferring that data back to a central site, carrying out necessary analysis and control and providing alerts when appropriate, and displaying information in a logical and organized fashion for the operators use in water treatment plant operations.

In accordance with NCGS 143-135.9, requests for proposals were advertised resulting in 6 companies touring the plant with 4 of those companies submitting proposals that were opened on November 16, 2018. Carolina Technical Services, Inc., was selected as the finalist based upon the "best value" procurement method authorized by NCGS 143-135.9 that considered multiple factors in addition to total cost. This company also represented the lowest total cost of the 4 bids received and was within the \$60,000 budgeted for this project.

COUNCIL ACTION REQUESTED:

The Town Manager recommends that the attached proposal be approved by Town Council.

I move that the proposal submitted by Carolina Technical Services, Inc. in the amount of \$58,327.00 be accepted and the contract for the SCADA system at the Town's water treatment plant be awarded to Carolina Technical Services, Inc., on that basis.



Carolina Technical Services, Inc.

Post Office Box 268
 China Grove, NC 28023
 704.202.5576 / 704.625.7425 Fax
 Federal ID: 56-2120646

PROPOSAL

Date	11/15/2018
Proposal #	18D1111R
Sales Person	Danny Kruckow

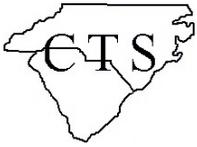
Proposal for
Town Of Weaverville 30 South Main St. Weaverville, NC 28787

Ship To
PROPOSAL - SCADA SYSTEM FOR WAEVERVILLE WTP

Quantity	Description	Rate	Amount
1	MAIN RTU PLC AND COMPONENTS to include: 2- Automation Direct 9-Slot Base Units 1- Automation Direct 4-Slot Base Unit 1- Automation Direct D2-260 CPU 2- Automation Direct D2-CM Expansion Base Controller Modules 3- Automation Direct D2-EM Base Expansion Units 1- Automation Direct H2-Ecom100 Ethernet Communications Module 4- Automation Direct D2-08TR Relay Output Modules 4- Automation Direct D2-16NA AC Input Modules 6- Automation Direct F2-04AD-1 Analog Input Modules 2- Automation Direct F2-08DA-2 Analog Output Module 1- Stride SE2-SW5U 5-Port Ethernet Hub		
1	FILTER CONTROL PANEL RTU PLC AND COMPONENTS to include: 2- Automation Direct 9-Slot Base Units 1- Automation Direct D2-260 CPU 1- Automation Direct D2-CM Expansion Base Controller Module 2- Automation Direct D2-EM Base Expansion Units 1- Automation Direct H2-Ecom100 Ethernet Communications Module 4- Automation Direct D2-08TR Relay Output Modules 3- Automation Direct D2-16NA AC Input Modules 5- Automation Direct F2-04AD-1 Analog Input Modules 3- Automation Direct F2-02DA-1 Analog Output Module 1- Stride SE2-SW5U 5-Port Ethernet Hub		

Total:

www.carolinatechnical.com danny@carolinatechnical.com	<i>"A Disabled Veteran Owned Company"</i>
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Carolina Technical Services, Inc.

Post Office Box 268
 China Grove, NC 28023
 704.202.5576 / 704.625.7425 Fax
 Federal ID: 56-2120646

PROPOSAL

Date	11/15/2018
Proposal #	18D1111R
Sales Person	Danny Kruckow

Proposal for
Town Of Weaverville 30 South Main St. Weaverville, NC 28787

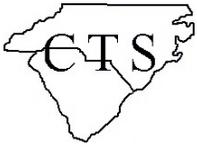
Ship To
PROPOSAL - SCADA SYSTEM FOR WAEVERVILLE WTP

Quantity	Description	Rate	Amount
2	CTS-DAQ/SCADA Processor Intel Coffee Lake 8th Generation Core i7 8700k 3.7~4.7 GHz Processor - Hexa-Core -12 MB L3 Cache Gigabyte Ultra Durable Z370M DS3H Desktop Motherboard - w/ Z370 Intel Chipset Serial ATA/600 -4 ports RAID Supported 10, 5, 0, 1 M.2 - 2 Ports On-Board Audio 7.1 8 USB - 4 3.1 Ports, 1 USB 3.0 and 3 USB 2.0 Ports On-Board Intel Video - UHD Graphics 630 Video Ports: HDMI & DVI Network Ports: Wired 10/100/1000 Wireless AC Adapter 16 GB DDR4 RAM 2400Mhz 256GB NVMe SSD 1 TB 7200RPM Hard Disk Drive 24X DVD-RW Optical Drive Windows 10 Pro 64Bit USB Media Logitech Keyboard & Mouse Cooler Master MasterBox Lite 3 Mini Tower Case with 450w Power Supply MS Excel (1 FOR BACKUP)		
3	Monitor VX3211-2K-MHD Monitor 32 inch WQHD SuperClear IPS-Type Monitor with HDMI Cable		
1	Remote Monitor Extenders with USB keyboard, mouse and sound 1- Master (VOPEX-C5USBVUA-4) 2- Remotes (ST-C5USBVU-R-1000S)		
1	Trihedral VTScada HMI Software 5000 Tag, Development Version 1-Year Trihedral Support		

Total:

www.carolinatechnical.com
 danny@carolinatechnical.com

"A Disabled Veteran Owned Company"



Carolina Technical Services, Inc.

Post Office Box 268
 China Grove, NC 28023
 704.202.5576 / 704.625.7425 Fax
 Federal ID: 56-2120646

PROPOSAL

Date	11/15/2018
Proposal #	18D1111R
Sales Person	Danny Kruckow

Proposal for
Town Of Weaverville 30 South Main St. Weaverville, NC 28787

Ship To
PROPOSAL - SCADA SYSTEM FOR WAEVERVILLE WTP

Quantity	Description	Rate	Amount
1	Optional: Filter Control Console Upgrade to include: 2- Touchscreens preprogrammed (one for in-use, one for spare) Associated cables and modules as necessary (\$1570.00 adder for parts and \$5,760.00 for labor. Already included in total pricing shown below)		
1	Optional: Main Control Panel Upgrade to include: 2- Touchscreens preprogrammed (one for in-use, one for spare) Associated cables and modules as necessary (\$1570.00 adder for parts and \$2,160.00 for labor. Already included in total pricing shown below)		
1	Lot: Installation, Programming and Startup of above Lot: Client Training NOTE: CTS usually does about 2-4 hours of initial training. Then we typically come back in about 2 weeks to provide up to 8 hours of training. This time allows the client to formulate questions and review the installation for any concerns. CTS will return if any emergency arises before the 2 week period.		
	Total, less Taxes	58,327.00	58,327.00
	TERMS If paying by credit card, add 3.0% to total. Net 30 days Price is good for ninety days. Price is applicable for quantities and terms. Unless otherwise noted above, Tax is not included. Add tax as necessary. CTS reserves the right to partial bill on total accepted proposals over \$10,000 Unless otherwise noted, retainages are not acceptable. CTS "Conditions of Sale" apply.		
Total:			\$58,327.00
www.carolinatechnical.com danny@carolinatechnical.com		<i>"A Disabled Veteran Owned Company"</i>	

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018

SUBJECT: Approval of Local Water Supply Plan and Water Shortage Response Plan

PRESENTER: Water Treatment Plant Superintendent

ATTACHMENTS: Proposed Resolution Approving the Town’s Local Water Supply Plan; Proposed Resolution Approving the Water Shortage Response Plan for the Town

DESCRIPTION/SUMMARY OF REQUEST:

North Carolina law (NCGS 143-355(l)) requires each unit of local government that provides public water service to prepare and submit a local water supply plan to the Department of Environmental Quality (DEQ) for approval. The attached Local Water Supply Plan has been submitted to DEQ for technical assistance and been found to be in compliance. The Plan has been drafted to include data as required by DEQ. Town Council is now asked to review and adopt the attached Plan so that the adopted Plan can be formally submitted to DEQ as required by law.

The same statute and process applies to the Town’s Water Shortage Response Plan. The attached Plan has been reviewed by DEQ and found to be compliant with laws and regulations and is presented for adoption at tonight’s Town Council meeting. This is the same plan that has been in place for many years and, fortunately, has not ever had to be implemented.

The Town Manager, Public Works Director and Water Treatment Plant Superintendent recommend that Town Council approve both the Local Water Supply Plan and the Water Shortage Response Plan so that those plans can be forwarded to DEQ as required.

COUNCIL ACTION REQUESTED:

The following motion is recommended:

I move that we adopt the Resolution Approving the Local Water Supply Plan and the Resolution Approving the Water Shortage Response Plan as presented and direct the Water Treatment Plant Superintendent to forward copies of the adopted resolutions and plans to the Department of Environmental Quality.

**RESOLUTION APPROVING THE LOCAL WATER SUPPLY PLAN
FOR THE TOWN OF WEAVERVILLE**

WHEREAS, North Carolina General Statute § 143-355(l) requires each unit of local government that provides public water service to prepare and submit a local water supply plan to the Department of Environmental Quality for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning the attached Local Water Supply Plan for the Town of Weaverville has been developed and submitted to Town Council for approval; and

WHEREAS, Town Council of the Town of Weaverville finds that the attached Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute § 143-355(l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Weaverville, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE HEREBY RESOLVES, that the Local Water Supply Plan that is attached hereto is hereby approved and adopted and staff is directed to submit the same to the Department of Environmental Quality, Division of Water Resources, along with a copy of this resolution; and

BE IT FURTHER RESOLVED that Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years, or as otherwise requested by the Department of Environmental Quality, in accordance with the North Carolina law and sound planning practice.

ADOPTED this the 17th day of December, 2018.

ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK K. HUNINGHAKE, Town Clerk

Weaverville

2017 ▼

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name: **Weaverville** PWSID: **01-11-025**
 Mailing Address: **P. O. Box 338** Ownership: **Municipality**
Weaverville, NC 28787
 Contact Person: **Jared T. Duncan** Title: **Superintendent/ORC**
 Phone: **828-674-6822** Fax: **828-658-2362**

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	0	0.01 %
Cast Iron	4-10	33.00 %
Ductile Iron	6-20	38.01 %
Galvanized Iron	.75-2	3.98 %
Other	0	0.00 %
Polyvinyl Chloride	2-10	25.00 %

What are the estimated total miles of distribution system lines? **67 Miles**
 How many feet of distribution lines were replaced during 2017? **0 Feet**
 How many feet of new water mains were added during 2017? **9,773 Feet**
 How many meters were replaced in 2017? **253**
 How old are the oldest meters in this system? **20 Year(s)**
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **30**
 What is this system's finished water storage capacity? **3.9000 Million Gallons**
 Has water pressure been inadequate in any part of the system since last update? **No**

Programs

Does this system have a program to work or flush hydrants? **Yes, Annually**
 Does this system have a valve exercise program? **Yes, Annually**
 Does this system have a cross-connection program? **Yes**
 Does this system have a program to replace meters? **Yes**
 Does this system have a plumbing retrofit program? **Yes**
 Does this system have an active water conservation public education program? **No**
 Does this system have a leak detection program? **Yes**

Water Conservation

What type of rate structure is used? **Increasing Block**
 How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**
 Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
French Broad River (05-2)	100 %	Buncombe	100 %

What was the year-round population served in 2017? **6,638**
 Has this system acquired another system since last report? **No**

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	2,474	0.4050	0	0.0000
Commercial	183	0.0750	0	0.0000
Industrial	9	0.0450	0	0.0000
Institutional	9	0.0320	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0150 MGD**

Filter studies resulted in a dramatic decrease in the amount of filter backwash water. This, combined with a water reclamation project, resulted in a dramatic reduction in the amount of process water used.

Water Sales

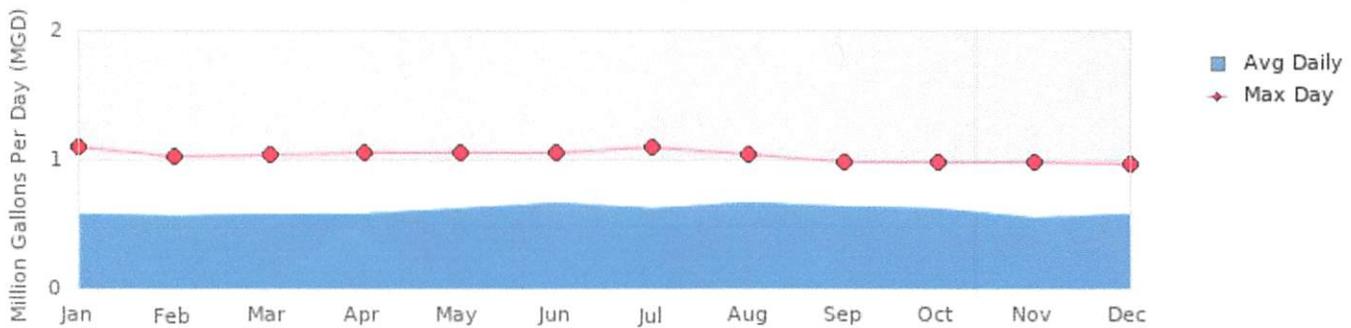
Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Asheville/Buncombe	01-11-010	0.0000	0	0.0000		Yes	Yes	8	Emergency
Town of Mars Hill	01-58-010	0.0000	0	0.2000		Yes	Yes	8	Emergency

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.5680	1.0940	May	0.6150	1.0510	Sep	0.6400	0.9840
Feb	0.5580	1.0220	Jun	0.6560	1.0480	Oct	0.6220	0.9840
Mar	0.5700	1.0360	Jul	0.6210	1.0950	Nov	0.5510	0.9790
Apr	0.5810	1.0510	Aug	0.6570	1.0360	Dec	0.5720	0.9620

Weaverville's 2017 Monthly Withdrawals & Purchases



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Ivy River		0.6010	365	1.0950	1.5000	F	0.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Ivy River		112	Yes	French Broad River (05-2)	Buncombe		Regular

What is this system's off-stream raw water supply storage capacity? **0 Million gallons**

Are surface water sources monitored? **Yes, Daily**

Are you required to maintain minimum flows downstream of its intake or dam? **No**

Does this system anticipate transferring surface water between river basins? **No**

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Asheville/Buncombe	01-11-010	0.0000	0	0.0000		Yes	Yes	8	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Lawrence T. Sprinkle WTF	1.5000	Yes	Yes	Ivy River (Madison & Buncombe forks combined)

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2017? **No**

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2017? **No**

If yes, was any water conservation implemented?

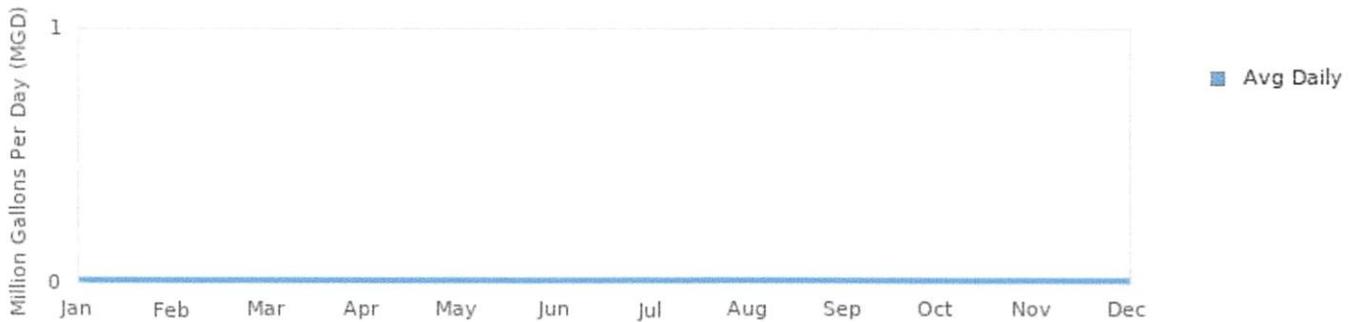
Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **No**

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0150	May	0.0150	Sep	0.0150
Feb	0.0150	Jun	0.0150	Oct	0.0150
Mar	0.0150	Jul	0.0150	Nov	0.0150
Apr	0.0150	Aug	0.0150	Dec	0.0150

Weaverville's 2017 Monthly Discharges



How many sewer connections does this system have? **1,575**

How many water service connections with septic systems does this system have? **676**

Are there plans to build or expand wastewater treatment facilities in the next 10 years? **No**

Wastewater Permits

Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0085154	0.2500	0.2500	0.0150		UT Tributary to Ivy	French Broad River (05-2)

5. Planning

Projections

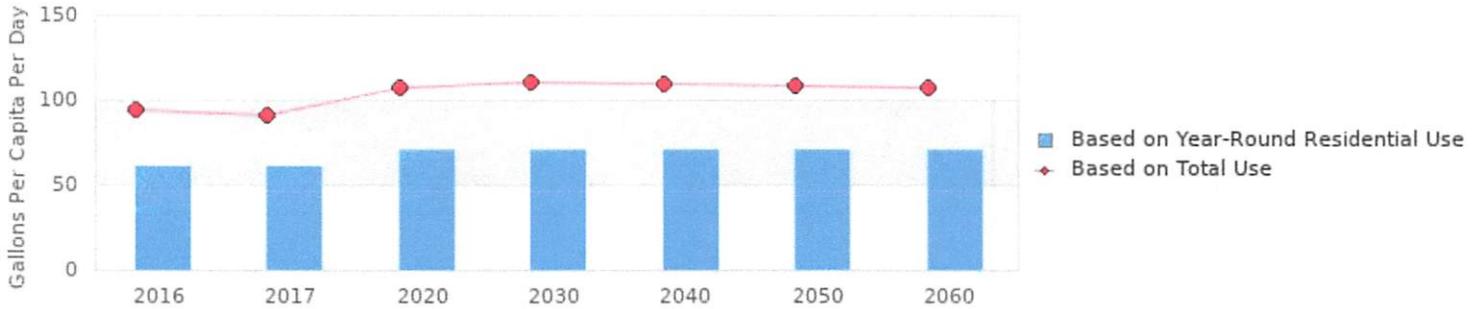
	2017	2020	2030	2040	2050	2060
Year-Round Population	6,638	7,785	8,011	9,445	10,545	12,000

Seasonal Population	0	0	0	0	0	0
Residential	0.4050	0.5450	0.5600	0.6600	0.7400	0.8400
Commercial	0.0750	0.1120	0.1280	0.1420	0.1510	0.1640
Industrial	0.0450	0.0700	0.0720	0.0850	0.0950	0.1080
Institutional	0.0320	0.0360	0.0380	0.0460	0.0540	0.0580
System Process	0.0150	0.0310	0.0320	0.0380	0.0420	0.0480
Unaccounted-for	0.0290	0.0450	0.0560	0.0640	0.0700	0.0800

Demand v/s Percent of Supply

	2017	2020	2030	2040	2050	2060
Surface Water Supply	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Service Area Demand	0.6010	0.8390	0.8860	1.0350	1.1520	1.2980
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.6010	0.8390	0.8860	1.0350	1.1520	1.2980
Demand as Percent of Supply	40%	56%	59%	69%	77%	87%

Weaverville's Projected Gallons Per Capita Per Day (GPCD) Over Time



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 61 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs? In February 2017 the town funded a study by McGill and Associates engineering firm of Asheville NC to do a comprehensive assessment of our water supply and future demands. This study is still currently on going and has been awarded to Withers Ravenel and Martin engineering out of Asheville NC. This study upon completion would include options for continued growth which include considerations to daily purchase from Asheville water System, increasing our water plants capacity and or limiting system growth to not exceed our current production capability. The future projections include anticipated growth IF we decide to expand current production capacities.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? Asheville Water System

How does the water system intend to implement the demand management and supply planning components above? Management components will be addressed in the study noted above.

Additional Information

Has this system participated in regional water supply or water use planning? No

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

**RESOLUTION ADOPTING THE WATER SHORTAGE RESPONSE PLAN
FOR THE TOWN OF WEAVERVILLE**

WHEREAS, North Carolina General Statute § 143-355(l) requires each unit of local government that provides public water service to develop water conservation measures to respond to drought or other water shortage conditions and submit the same to the Department of Environmental Quality for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning the attached Water Shortage Response Plan for the Town of Weaverville has been developed and submitted to Town Council for approval; and

WHEREAS, Town Council of the Town of Weaverville finds that the attached Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute § 143-355(l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Weaverville, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE HEREBY RESOLVES, that the Water Shortage Response Plan that is attached hereto is hereby approved and adopted and staff is directed to submit the same to the Department of Environmental Quality, Division of Water Resources, along with a copy of this resolution; and

BE IT FURTHER RESOLVED that Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years, or as otherwise requested by the Department of Environmental Quality, in accordance with the North Carolina law and sound planning practice.

ADOPTED this the 17th day of December, 2018.

ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK K. HUNINGHAKE, Town Clerk



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

LINDA CULPEPPER
Interim Director

October 3, 2018

Jared T. Duncan, SUPT/ORC
Town of Weaverville
P.O. Box 338
Weaverville, NC 28787

Subject: WSRP Meets Minimum Criteria
Town of Weaverville
PWSID#: 01-11-025
Buncombe County

Dear Mr. Duncan,

This letter is to notify you that our staff has reviewed the information contained in the Water Shortage Response Plan (WSRP) update submitted by your office. Since all the required information is complete, the WSRP for the Town of Weaverville hereby meets the minimum criteria established in North Carolina General Statute 143-355.2 (a) and 15A NCAC 02E. 0607.

The Water Shortage Response Plan must next be adopted by your water system's governing board; a model WSRP resolution is available online on the right side of the page in the Forms and Docs section at: http://www.ncwater.org/Water_Supply_Planning/Water_Shortage_Response_Plans/learn. Once adopted, a copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Branch Supervisor, at the address printed at the bottom of this letter. Please note, the WSRP cannot be considered compliant with the requirements of NCGS 143-355(1) until an adopted resolution is received by the Division.

Please be advised that the review process for Water Shortage Response Plans is separate from the review process for your Local Water Supply Plan (LWSP). If you have submitted your LWSP but haven't already been contacted by the Division, you will receive notification as soon as the review of your LWSP is complete.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at vardry.austin@ncdenr.gov or (919)707-9002, or Linwood Peele at linwood.peele@ncdenr.gov or (919) 707-9024, if we can be of further assistance.

Sincerely,

Linwood E. Peele, Supervisor
Division of Water Resources
NCDEQ



ARTICLE 5

WATER SHORTAGE RESPONSE PLAN

SECTION 5.1 - PURPOSE

Publicly and privately owned water systems in North Carolina that are required to prepare a Local Water Supply Plan under General Statute 143-355(I) shall include a Water Shortage Response Plan (WSRP) outlining how the system will respond to drought or other water shortage emergencies and continue to meet essential public water supply needs during the emergency.

SECTION 5.2 - DEFINITIONS

In addition to the definitions provided in Article 1, the words defined in this section shall have the meaning herein ascribed:

Available Stream Flow: The flow at the Ivy River Raw Water Intake that will flow into the intake wet well. This is the total river flow minus any amount of said flow that cannot or will not flow freely into the intake wet well due to the topography of the stream bed.

Controlled Watering: Minimal watering required to conserve ornamental plants or vegetables by hand watering or manually operated fixed systems where such watering is fully supervised to prevent excess watering, runoff or waste during the watering process.

Emergency Use Restrictions: This is the most restrictive phase of the WSRP and is to be implemented when water supply shortages reach critically low levels. Only water uses that are absolutely essential are permitted during Emergency Use Restrictions. Penalties, fines and disconnection of water service apply to violations of Emergency Use Restrictions as outlined herein.

Mandatory Use Restrictions: This is Phase II of the WSRP and is divided into two sub-phases, Stage 1 and Stage 2 in order to provide flexibility in the application of mandatory water restrictions. Penalties, fines and disconnection of water service may apply to violations of mandatory conservation as outlined herein. Conservation measures taken during mandatory conservation are intended to reduce water use by 10 to 25 percent.

Total Production Capacity: The total amount of water that can be produced by the water system from all sources. This does not include water purchased from another system under any agreement or in emergency circumstances.

Voluntary Conservation: This Phase I of the WSRP is to be implemented when conditions indicate the potential for water supply shortages. Measures taken during this Phase are intended to reduce water use by 5 to 10 percent. Although there is no penalty for violations, voluntary conservation measures are

to be strongly encouraged or more stringent Mandatory Conservation may be imposed.

SECTION 5.3 - APPLICABILITY

The provision of this Article shall be applicable if and when a potable water shortage exists or is imminent, or if any other situation exists that threatens seriously to disrupt or diminish the municipal water supply including, but not limited to drought, waterline breaks or other large losses of water, contamination of the raw water supply, and extended power outages or other interruption in treatment plant operations.

SECTION 5.4 - AUTHORITY TO IMPLEMENT

If the availability of water so limits the water supply of the Weaverville Water System that unrestricted use of water may endanger the adequacy of water available to customers of the System the Public Works Director or, in the absence of the Public Works Director, the Operator in Responsible Charge (ORC) of the Ivy River Treatment Plant shall make a recommendation to the Town Manager or in the absence the Town Manager, the Mayor and he or she shall be responsible for enacting the Water Shortage Response Plan as outlined herein.

SECTION 5.5 - THREE PHASE RESPONSE PROGRAM

In the event of a water shortage or impending shortage as outlined herein the Town will respond based on the severity of the shortage and expected duration with the goal of bringing demand for drinking water in line with available supply.

The following three phase program is established for conservation purposes:

- Phase I - Voluntary Conservation
- Phase II - Mandatory Use Restrictions (MUR)
 - Stage 1 Mandatory Use Restrictions
 - Stage 2 Mandatory Use Restrictions
- Phase II - Emergency Use Restrictions

SECTION 5.6 - IMPLEMENTATION TRIGGERS AND RESPONSE

Each Phase shall be implemented as follows:

5.6.1 - Phase I - Voluntary Conservation

Triggers	Response
Average daily use exceeds 80% of total production capacity for a period of 7 consecutive days within a 30 day period and supplemental supply from Asheville is restricted or not available, or	<ul style="list-style-type: none"> Public Works Director to report to Town Manager per Section 5.4. Town Manager implements WSRP. Town Manager to inform Town Council of situation.
System failure such as a water leak limits the ability to fill system reservoirs. Reservoir levels are maintained but not declining, or	<ul style="list-style-type: none"> Notify local news media (Asheville Citizen-Times, WLOS-TV, etc.) and ask for public announcements. Post notice at Town Hall. Notify NCDENR that WSRP has been implemented.
Water plant operation is interrupted or limited on a temporary basis due to mechanical failure and adequate supplemental water is available from Asheville subject to Voluntary Conservation by the Asheville system, or	<ul style="list-style-type: none"> Notify Weaverville, Reems Creek & Jupiter fire departments of WSRP implementation. All notices listed above shall include the WSRP Phase of restriction and measures to be taken by the public to conserve water.
Any condition when the Town Manager and Public Works Director are in agreement that conditions warrant Voluntary Use Restrictions.	<ul style="list-style-type: none"> Utilize water use reduction educational materials such as handouts and website if conditions is expected to continue for more than 30 days. Begin monitoring per Section 5.10

5.6.2 - Phase II - Stage 1 Mandatory Use Restriction

Triggers	Response
Voluntary Conservation measures have been in place for at least 7 days and have failed to measurably reduce average daily consumption, or	<ul style="list-style-type: none"> Same response as Phase I Voluntary Restrictions, plus Town Manager will use CodeRED emergency notification system to inform customers of the Step 1, MUR and may repeat CodeRed announcements as necessary.
Any condition when the Town Manager, Public Works Director and Water Treatment ORC are in agreement that conditions warrant Stage 1 Mandatory Use Restrictions.	<ul style="list-style-type: none"> Update all posted notices to include details of Step 1 MUR provisions and list schedule of penalties.

5.6.3 - Phase II - Stage 2 Mandatory Use Restriction

Triggers	Response
<p>Average daily use exceeds 90% of total production capacity for a period of 5 consecutive days and supplemental supply from Asheville is restricted or not available and Voluntary Conservation measures or Stage 1 Mandatory Use Restrictions have been in place for at least 7 days, or</p>	<ul style="list-style-type: none"> • Same response as Phase I Voluntary Restrictions, plus • Town Manager will use CodeRED emergency notification system to inform customers of the Stage 2, Mandatory Use Restrictions and will repeat CodeRed announcements on weekly basis. • Update all posted notices to include details of Stage 2, Mandatory Use Restrictions provisions and list schedule of penalties. • Contact all commercial and industrial users by personal visits or telephone and advise them of the details of Stage 2, Mandatory Use Restrictions and penalties. • Contact local homeowner's associations and ask them to include notice of water use restrictions in newsletters and e-mails to members.
<p>Water demand from the Ivy River Treatment Plant exceeds 50% available stream flow at the raw water intake for 2 consecutive days after Stage 1 Mandatory Use Restrictions have been in place for 7 days, or</p>	
<p>System failure such as a water leak limits the ability to fill system reservoirs and reservoirs are declining. System failure is not expected to be corrected before system reservoirs drop below a one day supply at current daily demand rate, or</p>	
<p>Water plant operation is interrupted or limited on a temporary basis due to mechanical failure and water is available from Asheville but subject to Mandatory Use Restrictions by the Asheville system, or</p>	
<p>Any condition when the Town Manager, Public Works Director and Water Treatment ORC are in agreement that conditions warrant Stage 1 Mandatory Use Restrictions.</p>	

5.6.4 - Phase III - Emergency Use Restriction

Triggers	Response
<p>Average daily use exceeds 95% of total production capacity for a period of 3 consecutive days and supplemental supply from Asheville is restricted or not available and Stage 2 Mandatory Use Restrictions have been in place for at least 7 days, or</p>	<ul style="list-style-type: none"> • Same response as Phase I Voluntary Restrictions, plus • Town Manager will use CodeRED emergency notification system to inform customers of the Emergency Use Restrictions and will repeat CodeRed announcements on weekly basis. • Update all posted notices to include details of Emergency Use Restrictitons provisions and list schedule of penalties. • Contact all commercial and industrial users and advise them of the details of Step 2 MUR provisions. • Contact local homeowner's associations and ask them to include notice of water use restrictions in newsletters and e-mails to members.
<p>Water demand from the Ivy River Treatment Plant exceeds 75% available stream flow at the raw water intake for 2 consecutive days after Phase II, Step 2 Mandatory Use Restrictions have been in place for 5 days, or</p>	
<p>Any condition that limits the ability to fill system reservoirs and system reservoir levels have dropped below a one day supply, or</p>	
<p>Water plant operation is interrupted or limited by mechanical failure, interruption time is undetermined and supplemental water is not available from Asheville or Emergency Use Restrictions are in place on the Asheville system, or</p>	
<p>Any condition by majority vote of Town Council in regular or special session upon recommendation by the Town Manager.</p>	

SECTION 5.7 - ESTABLISHMENT OF USE CLASSIFICATIONS

In order to facilitate a fair and equitable WSRP, every water use will be classified into one of three classifications as follows:

5.7.1 - Class I - Essential Water Uses

Table 5.7.1 - Essential Water Uses	
a. Domestic	<ul style="list-style-type: none"> Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation, including necessary food preparation.
b. Health Care	<ul style="list-style-type: none"> Patient care and rehabilitation. The filling and operation of swimming pools for health care and rehabilitation purposes.
c. Public Use	<ul style="list-style-type: none"> Fire fighting. Water system flushing for health and public protection purposes.
d. All	<ul style="list-style-type: none"> The use of a minimal amount of water necessary to clean any surface which a health official has determined to be contaminated in a manner effecting health and safety. The washing of vehicles where the health and safety of the public requires frequent cleaning such as those that transport food and other perishables and vehicles used to transport sick or injured persons such as ambulances.

5.7.2 - Class II - Socially or Economically Important Uses

Table 5.7.2 - Socially or Economically Important Uses	
a. Domestic	<ul style="list-style-type: none"> Home water use including kitchen, bathroom and laundry use. Controlled watering or drip irrigation of vegetable gardens. Watering of trees, shrubs and flowering plants where necessary to preserve them by controlled watering or drip irrigation.
b. Commercial	<ul style="list-style-type: none"> Commercial vehicle washes and laundromats. Restaurants and hotels. Irrigation for commercial nurseries at a minimum level necessary to maintain stock. Controlled watering at a minimum rate necessary to establish vegetation following grading/building where such vegetation is required by law or regulation. Minimum amount required to maintain essential cooling operations.
c. Public Use	<ul style="list-style-type: none"> Filling and operation of public swimming pools which serve more than 25 residents. Testing and drills by the Fire Department performed in the interest of public safety when specifically approved by the Town Manager.
d. Industrial	<ul style="list-style-type: none"> Minimum use necessary to operate production facilities and maintain jobs. Minimum amount required to maintain essential cooling operations.
e. All	<ul style="list-style-type: none"> The cleaning or power washing of building exteriors prior to painting or repair and not solely for aesthetic purposes.

5.7.3 - Class III - Non-Essential Uses

Table 5.7.3 - Non-Essential Uses	
a. All	<ul style="list-style-type: none"> Ornamental uses such as fountains and artificial waterfalls. Filling and operation for recreational swimming pools which serving fewer than 25 residents and which are not open to the general public. Washdown of driveway and other impervious surfaces except as provided for in Section 5.6.1. Non-commercial washing of motor vehicles, campers, boats, etc. except as provided for in Section 5.6.1. Allowing any tap, hose or pipe to run open for any purpose.
b. Residential	<ul style="list-style-type: none"> Lawn irrigation. Automatic irrigation of trees, shrubs, and ornamental plants except when limited to one watering per week between the hours of 4 a.m. and 7 a.m.
c. Commercial	<ul style="list-style-type: none"> Serving water in restaurants except by request. Cooling systems that rely solely on evaporation.
d. Public Use	<ul style="list-style-type: none"> Irrigation of lawns, gardens, parks, playing fields and recreational areas.

SECTION 5.8 - USE RESTRICTIONS

Upon implementation of water restrictions Phase I through Phase III as outlined herein, all water usage by customers of the Weaverville Water System shall immediately respond by conserving water according to the following table. Any water system purchasing water from the Weaverville Water System shall implement similar conservation measures on said system or immediately discontinue using Weaverville water.

Use Class	Phase I Voluntary Conservation	Phase II Step 1 Mandatory Use Restrictions	Phase II Step 2 Mandatory Use Restrictions	Phase III Emergency Use Restrictions
Class 1. Essential	Voluntary Conservation	Voluntary Conservation	Voluntary Conservation	Additional Conservation
Class 2. Socially or Economically Important	Voluntary Conservation	Voluntary Conservation	Additional Conservation	Prohibited
Class 3. Non-Essential	Voluntary Conservation	Prohibited	Prohibited	Prohibited

SECTION 5.9 - ENFORCEMENT PENALTIES

5.9.1 - Penalties

The following penalties outlined in the following table shall be imposed for violations of the provisions of the Article.

Table 5.9.1 Penalties			
Offence	Phase I Voluntary Conservation	Phase II Steps 1 & 2 Mandatory Use Restrictions	Phase III Emergency Use Restrictions
FIRST	Issue Public Awareness Notice	Notice of Violation	\$100 Fine
SECOND	Issue Public Awareness Notice	\$100 Fine	\$ 500 Fine
THIRD	Issue Public Awareness Notice	\$ 250 Fine	Disconnection of Service
More than 3 Offenses	Issue Public Awareness Notice	Disconnection of Service	N/A

5.9.2 - Fines, Disconnection and Reinstatement

The Town Manager is hereby authorized to disconnect water service to any customer who repeatedly violates the provisions of this Article in accordance with the Penalties outlined herein.

All Fines prescribed for violations of this Water Shortage Response Plan shall be enforceable in the same manner as any other fees and charges for water service from the Town.

Should it become necessary to disconnect the water service from any premises in accordance with Table 5.9.1 said water service will not be restored until that Phase of the water restrictions have been lifted. Said service shall be subject to a Reconnection Fee in the same manner as a water service that has been terminated for non-payment.

SECTION 5.9 - MONITORING

The Weaverville water system is equipped with Supervisory Control and Data Acquisition Systems (SCADA) which continuously monitor critical data, including all system reservoirs, the level of the Ivy River at the intake, and water production and pumping flow rates. Monitored data is retained in historical files readily available for review and trending. The SCADA systems will be used as the primary source of data for monitoring of water supply conditions.

During any stage of implementation of the WSRP the Public Works Director and the Ivy River Treatment ORC shall monitor the effectiveness of any Phase of the

WSRP by reviewing water demand, weather forecasts, system reservoir levels, etc. in accordance with the following table:

Table 5.9 - System Monitoring	
WSRP Restriction Level	Review Schedule
Voluntary Conservation	Weekly
Stage 1, Mandatory Use Restrictions	Weekly
Stage 2, Mandatory Use Restrictions	Daily
Emergency Use Restrictions	Twice Daily

SECTION 5.10 - DURATION

Any water shortage declaration as provided herein shall remain in effect until it has been determined that water supplies and service conditions have returned to normal. The decision to issue, upgrade, downgrade or withdraw the level of declaration will be made in the same manner as described in Section 5.4 of this Article.

SECTION 5.11 - PUBLIC INPUT

Prior to any amendment to Article 5 of the Water Policies and Procedures, the Town Council shall designate a time to receive public comment on the Water Shortage Response Plan ("WSRP") or amendment thereto, provided further that the WSRP, or any amendment thereto shall be available for public inspection at Weaverville Town Hall for a period of at least 7 days prior to receiving public comment, and that notice of the public comment meeting has been made in accordance with North Carolina General Statutes sec. 160A-71.

SECTION 5.12 - VARIANCES AND VARIANCE CRITERIA

Any person, company or corporation (hereinafter "Applicant") requesting a variance from the requirements of the WSRP as contained in this Article may do so by following the hearing and appeal procedures set forth in Article I, Section 1.3 of the Water Policies and Procedures.

Variations from the provisions of Article 5 of the Water Policies and Procedures may be granted if the hearing authority, as determined in Section 1.3, of Article I of the Water Policies and Procedures, determines that there are special conditions specific to the applicant with regard to Use Class that are not applicable to the Use Class as a whole and that granting a variance will not adversely effect other users of

the system or cause the triggering of a more restrictive phase of the WSRP. In no case however, shall a NonEssential use of water be permitted during any period of Phase III -Emergency Use Restrictions.

Any variance granted under this Section shall become null and void if a more restrictive stage of the WSRP is implemented. Nothing in this Section shall prevent any Applicant from reapplying for the same or a different variance after any change in the WSRP to a more or less restrictive phase.

SECTION 5.13 - REVISIONS AND REVIEW

The Town Manager shall be responsible for reviewing the provisions of Article 5 of the Water Policies and Procedures and making recommendations to the Town Council for amendments thereto. Such review shall take place after implementation of any emergency restrictions, upon changes in available water supply such as water plant expansion or upon new interconnections with other approved systems, and otherwise at intervals not to exceed five (5) years.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018

SUBJECT: Acceptance of Old Dry Ridge Circle Public Street Dedication

PRESENTER: Public Works Director

ATTACHMENTS: Plat Showing Road and Right-of-Way Deed

DESCRIPTION/SUMMARY OF REQUEST:

Bull's Bay, LLC, has recently completed the infrastructure for a small subdivision on Central Avenue including the completion of the street providing road access to the lots that is known as Old Dry Ridge Circle. The developer has offered to dedicate the street as a public street and is requesting that the Town accept such dedication and take the street into the Town's public street system. The street has been constructed in accordance with Town street standards and the Public Works Director recommends that Town Council accept it into the Town's street system and take over its maintenance. Bull's Bay, LLC, has executed a deed in favor of the Town for that purpose. The Public Work's Director also recommends that Town Council require a \$5,000 repair bond to be held for three years after the recording of the deed.

Town Council should note that the deed does indicate that the Town will have no responsibility for the maintenance of the non-paved area within the teardrop cul-de-sac located within the street right-of-way that is to be a landscaped area.

COUNCIL ACTION REQUESTED:

The Town Manager recommends that Town Council accept the dedication of Old Dry Ridge Circle as a Town street, set a repair bond of \$5,000, and authorize the recording of the attached deed for the proper conveyance of the street right-of-way to the Town.

I move that we accept the dedication of Old Dry Ridge Circle as a Town street so that it can be included in the Town's street system and authorize the recording of the attached deed for conveyance of the road and road right-of-way to the Town upon the delivery of a \$5,000 repair bond to be held for three years.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise tax \$

Recording Time, Book & Page

Prepared by/Mail to: FERIKES & BLEYNAT, PLLC
48 Patton Avenue, Suite 300, Asheville, NC 28801
This instrument was prepared by Joseph A. Ferikes, a licensed NC attorney.

Delinquent taxes, if any, to be paid by the Closing
Attorney to the county tax collector upon disbursement
of closing proceeds.

Brief description for the index: Road and Right of Way known as Old Dry Ridge Circle,
Weaverville, North Carolina. Port of PIN: 974227009300000

THIS DEED made this _____ day of _____, 2018, by and between

GRANTOR(S)	GRANTEE(S)
BULLS BAY, LLC, a NC Lim. Liab. Comp. 198 Bent Tree Road Asheville, NC 28804	TOWN OF WEAVERVILLE, a N.C. Municipality

*For tax information purposes only: All or a portion of the property herein
conveyed does not include the primary residence of a Grantor.*

The designation of Grantor and Grantee as used herein shall include said parties, their heirs, successors,
and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is
hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in

fee simple, all that certain lot or parcel of land situated in the Town of Weaverville, n/a Township, Buncombe County, North Carolina and more particularly described as follows:

ALL THE PROPERTY SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 5477, at Page 1995, Buncombe County Registry.

A map showing the above described property is recorded in Plat Book 193, Page 40.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. TITLE TO THE PROPERTY HEREINABOVE DESCRIBED IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

SUBJECT to easements, restrictions and rights of way of record

IN WITNESS WHEREOF, the Grantor has hereunder set his/her hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BULLS BAY, LLC, a N.C. Lim. Liab. Comp.

By: [Signature] (SEAL)
JOSEPH A. FERIKES

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, the undersigned Notary Public of the county of Buncombe and State aforesaid, certify that JOSEPH A. FERIKES personally came before me this day and acknowledged that he is the Member/Manager of BULLS BAY, LLC, a North Carolina limited liability company and that by authority duly given and as the act of said entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this, 3rd day of December, 2018.

NOTARY PUBLIC

Printed Name: Jennifer O. Jackson

My Commission Expires: 5/29/2021



EXHIBIT "A"

(Deed from Bulls Bay, LLC to Town of Weaverville)

BEING that certain right of way and road known as "Old Dry Ridge Circle" located off of Central Avenue in the Town of Weaverville, State of North Carolina, and being more particularly described as follows:

BEGINNING at a rebar located in the southern margin of the right of way of Central Avenue marking the northwest corner of Lot 1 as shown in Plat Book 193, Page 40, Buncombe County Registry; thence, along and with the western line of said Lot 1, South $04^{\circ} 09' 17''$ West 136.61 feet to a point; thence on a curve to the right having a radius of 112.50 feet, an arc length of 13.41 feet whose chord bears South $07^{\circ} 34' 09''$ West 13.40 feet to a rebar set at the common corner of Lot 1 and Lot 2 of said Plat; thence along and with the western line of said Lot 2 on a curve to the right having a radius of 112.50 feet, an arc length of 74.86 feet and chord bearing of South $30^{\circ} 02' 52''$ West 73.49 feet to a point; thence South $49^{\circ} 09' 04''$ West 1.00' to a point; thence on a curve, having a radius of 67.50 feet, an arc length of 7.70 feet and chord bearing of South $45^{\circ} 49' 51''$ West 7.70 feet to a point; thence on a curve to the left having a radius of 12.50 feet, an arc length of 14.91 feet and chord bearing of South $08^{\circ} 22' 58''$ West 14.04 feet to a point; thence South $25^{\circ} 47' 45''$ East 19.80 feet to a point; thence on a curve to the right having a radius of 42.50 feet, an arc length of 23.85 feet and chord bearing of South $09^{\circ} 43' 11''$ East 23.54 feet to a point; thence on a curve to the left having a radius of 12.50 feet, an arc length of 11.88 feet and chord bearing of South $20^{\circ} 52' 07''$ East 11.44 feet to a point; thence on a curve to the right having a radius of 57.50 feet, an arc length of 17.62 feet and chord bearing of South $39^{\circ} 18' 59''$ East 17.55 feet to a rebar set at the common corner of Lot 2 and Lot 3 of said Plat; thence with the western line of said Lot 3 on a curve to the right having a radius of 57.50 feet, an arc length of 75.32 feet and chord bearing of South $06^{\circ} 59' 09''$ West 70.05 feet to a rebar marking the common corner of Lot 3 and Lot 4 of said Plat; thence with the northern line of Lot 4 on a curve to the right having a radius of 57.50 feet, an arc length of 72.01 feet and chord bearing of South $80^{\circ} 23' 10''$ West 67.39 feet to a point marking the common corner of Lot 4 and Lot 5 of said Plat; thence with the northeastern line of Lot 5 on a curve to the right having a radius of 57.50 feet, an arc length of 80.37 feet and chord bearing of North $23^{\circ} 41' 42''$ West 73.99 feet to a 32" White Oak, the common corner of Lot 5 and Lot 6 of said Plat; thence with the eastern line of said Lot 6, on a curve to the right having a radius of 57.50 feet, an arc length of 16.32 feet and chord bearing of North $24^{\circ} 28' 53''$ East 16.27 feet to a point; thence on a curve to the left having a radius of 12.50 feet, an arc length of 11.88 feet and chord bearing of North $05^{\circ} 23' 22''$ West 11.44 feet to a point; thence on a curve to the right having a radius of 42.50 feet, an arc length of 31.78 feet and chord bearing of North $00^{\circ} 24' 45''$ West 31.05 feet to a point; thence North $21^{\circ} 00' 39''$ East 23.62 feet to a point; thence on a curve to the right having a radius of 169.92 feet, an arc distance of 19.04 feet and chord bearing of North $28^{\circ} 49' 17''$ East 19.03 feet to a rebar marking the common corner of Lot 6 and Lot 7 of said Plat; thence on a curve to the right having a radius of 169.92 feet, an arc distance of 46.46 feet and a chord bearing of North $39^{\circ} 51' 50''$ East 46.31 feet to a point; thence North $49^{\circ} 09' 04''$ East 1.16 feet to a point; thence on a

curve to the left having a radius of 67.50 feet, an arc distance of 52.95 feet and a chord bearing of North 26°37' 39" East 51.60 feet to a 1/2" iron pipe marking the common corner of Lot 7 of said Plat and the property now or formerly owned by Margaret Keet Van Etten as described in Deed recorded in Book 5021, Page 353 and shown in Plat Book 155, at Page 194, Buncombe County Registry; thence with the eastern line of the Van Etten property, North 04° 09' 17" East 133.16 feet to a point in the southern margin of the 40' right of way of Central Avenue; thence along and with the southern margin of said right of way of Central Avenue, North 89° 46' 03" East 45.13 feet to the point and place of BEGINNING.

THE ABOVE DESCRIBED road and right of way are shown on that Plat entitled Lots 1-7, Central Avenue Subdivision, prepared for Grantor herein by Brooks Engineering Associates dated September 18, 2018, Project #: 451617 and recorded in Plat Book 193, Page 40 and that Plat also entitled Lots 1-7, Central Avenue Subdivision prepared for Grantor herein by Brooks Engineering Associates dated November 14, 2018, Project #: 451617 recorded in Plat Book 194, Page 39 Buncombe County Registry.

THE ABOVE PROPERTY is conveyed subject to that certain waterline and connecting water meters as shown on the Plats referenced above.

THE ABOVE PROPERTY is also conveyed subject to the rights of Grantor, its successors and assigns, all current and/or subsequent property owners of the Lots shown on the Plats referenced herein and within the subdivision served by the road and right of way described herein, in and to the perpetual right to use, maintain, landscape and/or construct or place benches, walkways or other structures and improvements within the teardrop cul-de-sac, non-paved land area created by the road within the right of way described. By acceptance of this Deed, it is agreed that the Town of Weaverville shall have no responsibility to maintain, landscape or improve said non-paved land area described herein.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018

SUBJECT: Annexation Petition and Initial Zoning Request for Barkley Terrace Subdivision on Wheeler Road

PRESENTER: Town Attorney/Town Clerk

ATTACHMENTS: Voluntary Annexation Petition and Data Sheet
Certificate of Authority
Recorded Plat showing Annexation Area
Application for Initial Zoning of R-2
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

The developer of the subdivision that is located on Wheeler Road and now known as Barkley Terrace received approval of a water allocation from Town Council. Town Council's expectation was that this property would be developed outside of the Town limits but ultimately annex into the Town. Town is in receipt of the voluntary annexation petition from Cane Creek Vistas, LLC, the owner of the subdivision. Although contiguous to a satellite area of the Town, this property is considered non-contiguous to the Town's existing municipal boundaries. Together with this application Cane Creek Vistas, LLC, also submitted a zoning map amendment application requesting an initial zoning of R-2 if the property is to be annexed into the Town's municipal limits.

The first steps in the annexation process is to request that the Town Clerk investigate the sufficiency of the annexation petition and to send the initial zoning request to the Planning and Zoning Board for review and recommendation.

COUNCIL ACTION REQUESTED:

Town Council is requested to adopt the attached resolution which (1) directs the Town Clerk to investigate the sufficiency of the annexation petition and submit a Certificate of Sufficiency to Town Council at its regular meeting in January 2019, and (2) directs the Town Planner to place the Application for a Zoning Map Amendment on the Planning and Zoning Board's next agenda so that the requested zoning district can be reviewed for consistency with the Town's Comprehensive Land Use Plan and a recommendation on same can be forwarded back to Town Council at such time as a public hearing is held on the matter. A proposed motion is as follows:

I move that we adopt the proposed resolution concerning the annexation petition for the subdivision known as Barkley Terrace.

PETITION FOR VOLUNTARY ANNEXATION PROCESS INFORMATION

Town of Weaverville, North Carolina

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes § 160A-31 and § 160A-58.1 The petition need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. § 62-3(23), or electric or telephone membership corporations. A rezoning petition must accompany the annexation petition if any portion of the property to be annexed is located outside of the Town of Weaverville's corporate limits.

SUBMITTAL REQUIREMENTS:

-  Town of Weaverville Petition for Annexation with original signatures
-  Annexation Petition Fee (\$500)
-  Certificate of Authority
-  Plat/Annexation Survey
-  Legal Description (based on annexation survey in Microsoft Word format)
-  Annexation Data Sheet

REVIEW PROCESS:

Staff Review – The Planning and Public Works Departments review the annexation submission. Comments will be sent to the applicant via email. Clerk begins review of annexation petition for sufficiency.

Annexation Plat Submission – After the map and legal description are deemed sufficient by the Town of Weaverville, and prior to the public hearing on the annexation, the applicant is required to submit an annexation survey in recordable format to the Planning Department.

Town Council Meeting – The Town Council meetings are typically held on the third Monday of each month at 6pm. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement – A legal advertisement will be published on the Town's website and in the newspaper no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting – The Town Council meetings are typically held the third Monday of each month at 6pm. After holding the public hearing, the Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Weaverville

Recordation – If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plat recorded at the Buncombe County Register of Deeds.

Notice of Annexation – As required by law the North Carolina Secretary of State and the Buncombe County Board of Elections will be notified of the newly annexed area.

**PETITION FOR VOLUNTARY ANNEXATION
 PETITION/APPLICATION
 Town of Weaverville, North Carolina**

Submittal Date: _____
 Date Fee Paid: _____
 Petition No: _____

**STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE**

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Weaverville, Buncombe County, North Carolina.
2. The area to be annexed is _____ contiguous, X non-contiguous (satellite) to the Town of Weaverville, North Carolina, and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. § 160A-31(f), unless otherwise stated in the annexation agreement/ordinance.
4. The property and property owner information is as follows:

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Cane Creek Vistas, LLC 54 Blue Heron Dr, Fletcher NC, 28732	828-252-5388 celler@cdcgo.com	DB 5623/PG 600 Pin(s) : 9742-54-9380 9742-53-6911	

5. Zoning vested rights _____ are not claimed, X have been established under G.S. § 153A-344.1 or § 160A-385.1 as follows [describe and attach the order and approved site plan]:
 Buncombe County BOA approval on 03,22,2015 (order attached)

Total Acreage to be annexed: 5.73
 Population in annexed area: 183 (61x3)
 Proposed Zoning District: residential
 Reason for annexation: X Receive Town Services _____ Other (please specify)

The applicant must also submit a rezoning application with the petition for voluntary annexation to establish a Weaverville zoning designation. Please contact the Planning Department at (828)484-7002 for questions. If the purpose of the petition is a connection to public water, contact Public Works Department at (828)645-0606 to confirm that public water is available to the property and the cost of that connection.

**PETITION FOR VOLUNTARY ANNEXATION
 CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY
 Town of Weaverville, North Carolina**

The undersigned, being (a/the) duly elected, qualified and active member / manager of CANE CREEK VISTAS, LLC, a limited liability company organized and existing in the State of North Carolina (hereinafter "Company"), does hereby certify that:

1. That the Company currently exists and is in good standing with the NC Secretary of State;
2. That a controlling majority of the members and the manager of the Company have adopted resolutions with respect to the attached/foregoing Petition for Voluntary Annexation and such resolutions have been duly and validly adopted and are in full force and effect.
3. That said resolutions adopted/approved the Petition for Voluntary Annexation and authorized any and all actions on behalf of the Company to complete the process for the Petition to be approved by the Town of Weaverville and that no further authorizing action need be taken.
4. That the said resolutions authorized the following person or persons to execute all documents in connection with the Petition for Annexation and that the signature appearing to the right of their name(s) is his/her genuine signature:

NAME	OFFICE HELD	SIGNATURE	
<u>Christopher Eller - for Cane Creek Vistas LLC</u>	<u>Member, Mgr</u>	<u>(Christopher J Eller)</u>	
_____	_____	_____	
_____	_____	_____	

THIS the 12th day of December, 2018.

**STATE OF NORTH CAROLINA
 COUNTY OF Buncombe**

I, Sandra Ingle, a Notary Public, certify that Christopher Eller personally came before me this day and acknowledged that he/she is the member/manager of Cane Creek Vistas, a North Carolina limited liability company, and that by authority duly given and as the act of the Company, the foregoing Certificate of Authority was signed by him/her on behalf of the Company. Witness my hand and seal this the 12 day of December, 2018.

SANDRA INGLE
 Notary Public
 North Carolina
 Buncombe County

(Signature)
 Notary Public

My Commission Expires: 6/16/20

PETITION FOR VOLUNTARY ANNEXATION DATA SHEET

Town of Weaverville, North Carolina

Submittal Date: _____

Petition No. _____

Annexation Area Name: _____

Petitioner: Christopher Eller

Subject Area Acreage: 5.73

Current Land Use: residential

Proposed Land Use or Development (describe): residential planned unit development of 61 single family homes

Residential (single family): Number of Units: 61 Anticipated build out in 3 years
Average Sales Price: \$ 225k /dwelling unit

Residential (multi-family): Number of Units: _____ Anticipated build out in _____ years
Owned: Average Sales Price: \$ _____ /building unit
Rental: Average Rental Amt: \$ _____ /month

Retail: Square footage: _____ Anticipated build out in _____ years
Type of tenancy: _____

Commercial - Non-Retail: Square footage: _____ Anticipated build out in _____ years
Type of tenancy: _____

Other: Square footage: _____ Anticipated build out in _____ years
Type of tenancy: _____

Development Scale: Max building height of 24'; max number of stories of 2

Infrastructure: Linear feet of publicly dedicated roadways proposed: 1800' feet
Public water proposed (describe): water services to 61 single family homes

Other Public Services Requested (describe): _____

Zoning Vested Rights Claimed (describe and attach documentation): _____

Christopher J. Eller

Signature of Owner(s)



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE THE SUFFICIENCY
OF A VOLUNTARY ANNEXATION PETITION AND SENDING THE ASSOCIATED INITIAL
ZONING REQUEST TO THE PLANNING AND ZONING BOARD
FOR REVIEW AND RECOMMENDATION**

WHEREAS, a petition requesting annexation of that property located on Wheeler Road on which a subdivision to be known as Barkley Terrace has been permitted, was received from Cane Creek Vistas, LLC, on December 13, 2018, by the Town of Weaverville; and

WHEREAS, N.C. Gen. Stat. § 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town of Weaverville is also in receipt of an application for a zoning map amendment request a R-2 zoning classification for the property to be annexed; and

WHEREAS, the Town Council of the Town of Weaverville deems it advisable to proceed in response to this request for annexation and initial zoning;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that:

1. The Town Clerk is hereby directed to investigate the sufficiency of the above-reference petition and to certify to Town Council the result of his investigation;
2. That the Town Planner is directed to place the application for initial zoning of 12 on the Town's Planning and Zoning Board's next agenda so that the Board can review the requested zoning for consistency with the Town's Comprehensive Land Use Plan and forward a recommendation to Town Council prior to or at a public hearing that may subsequently be held on this matter.

THIS the 17th day of December, 2018.

ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK K. HUNINGHAKE, Town Clerk

December 2018

- A. Recruitment of Police Chief:** As an update, we received 40 applications for the Police Chief position. Approximately 70% were from North Carolina residents. I will be updating Town Council on this further during the meeting.
- B. Downtown Snowflakes:** Something that most aren't aware of is that our employees refurbished all 32 of our snowflakes that are attached to power poles downtown. In doing so, they replaced every bulb by hand with LED lights (approximately 100 bulbs per snowflake). Their ingenuity is saving energy and has saved the Town thousands of dollars by replacing the bulbs themselves.
- C. USDA Loan Update:** Our Finance Director and I have been working with our USDA representative in supplying information for our waterline grant application. I believe that we have provided all of the information they need for now and our application is moving forward to the underwriters for review.
- D. Retirement Reception for Police Chief Alan Wyatt:** As a reminder, we will be hosting a retirement reception for Police Chief Alan Wyatt on Friday, December 21 at Town Hall from 3pm-5pm.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018
SUBJECT: Proposed Code Amendments – Planning and Zoning Board
PRESENTER: Planning Director
ATTACHMENTS: Proposed Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

In light of the workload that the Planning and Zoning Board is experiencing right now, staff recommends that the Town’s Code provisions concerning the establishment and membership of the Planning and Zoning Board be changed to allow up to 2 alternate members and to increase the terms to 3 years instead of 2 years. As part of the comprehensive review of the Town’s Code the Town Attorney has noted that the establishment of the Town’s various boards has been scattered throughout the chapters of the Code instead of being consolidated within the Boards, Commissions, and Committees section (Article IV of Chapter 2). It is therefore also recommended that the Planning and Zoning Board establishment be moved to the Boards, Commissions and Committees section of the Code in order to provide for a more organized and efficient Code of Ordinances.

A draft ordinance is provided for consideration of Town Council.

COUNCIL ACTION REQUESTED:

Should Town Council wish to adopt the amendments to Town Code as presented, it would be appropriate for Town Council to consider the following motion:

I move that we adopt the Ordinance Amending Weaverville Town Code Chapters 2 and 20 concerning the Planning and Zoning Board.

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE
CHAPTERS 2 AND 36 CONCERNING THE PLANNING AND ZONING BOARD**

WHEREAS, in recognition of the increasing workload of the Town’s Planning and Zoning Board as a result of growth within the Town and the desire to retain the expertise and knowledge gained through service on that board, Town Council wishes to amend the provisions of Town Code governing the establishment and membership of the Town’s Planning and Zoning Board in order to provide for an additional alternate member and to increase the terms of the members from two years to three years;

WHEREAS, in order to provide for a more organized and efficient Code of Ordinances, Town Council wishes to move the establishment section of the Planning and Zoning Board to Article IV within Chapter 2 of the Town Code as such article is expressly set aside for “Boards, Commissions, and Committees”;

NOW, THEREFORE, BE IT ORDAINED by Town Council of the Town of Weaverville, North Carolina, as follows:

1. Article II of Chapter 20, entitled “Planning and Zoning Board” and consisting of Sections 20-36 through 20-43, is hereby repealed in its entirety.
2. Article IV of Chapter 2 is hereby amended as follows, with all amendments adopted in this Ordinance being shown in red with added language underlined and deleted language shown with strike-throughs:

CHAPTER 2 - ADMINISTRATION

ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES

DIVISION 2. – PLANNING AND ZONING BOARD

Sec. 2-151. - Establishment.

Pursuant to the authority granted in G.S. 160A-361, the town council establishes a planning and zoning board of the town, which board shall consist of five regular members and up to two alternate members who shall all serve at the pleasure of town council. Only residents of the Town of Weaverville are eligible to serve on the planning and zoning board. Members shall be appointed by the mayor with the approval of the town council. An alternate member may serve on the planning and zoning board in the absence of a regular member and when so serving has all of the powers and duties of a regular member.

The term of office of each member and alternate member of the planning and zoning board shall be for three years. In appointing original members or in filling vacancies caused by the expiration of the terms of existing members, the mayor and town council

Commented [JJ1]: The establishment of boards and committees have been scattered throughout the Code. Moving the board establishment provisions to this location is preferable. This Code amendment starts with the Planning and Zoning Board.

Commented [JJ2]: Article II of Chapter 20 entitled “Planning and Zoning Board” is moved to Chapter 2, Article IV “Boards, Commissions and Committees” with some reorganization and noted changes.

Commented [JJ3]: This section is added and includes the content from the following Code sections: 20-36 through 20-40

Commented [JJ4]: Increases alternates from one to two

Commented [JJ5]: Changes from 2 year terms to 3 year terms

may appoint certain members for less than three years so that the terms of all members do not expire at the same time. Vacancies occurring on the planning and zoning board shall be filled for the unexpired term only.

Members of the planning and zoning board shall receive no compensation for their services.

Any member of the planning and zoning board who is absent without good cause from three consecutive meetings of the board shall be reported to the mayor and may be removed from the board and replaced in the manner prescribed for appointments.

Commented [JJ6]: Added a reporting requirement and changed from shall to may in order to provide for Town Council discretion

Sec. 2-152. - Records.

Commented [JJ7]: Content moved from section 20-41

The planning and zoning board shall keep records of its meetings and proceedings and may certify attendance of board members to the town council.

Sec. 2-153. - Officers; rules of procedure.

Commented [JJ8]: Content moved from section 20-42

The planning and zoning board shall elect a chairman and a vice-chairman from its membership, who shall each serve for one year or until reelected or until their successors are elected. The planning and zoning board shall appoint a secretary, who may be a municipal officer, an employee of the town, or a member of the planning and zoning board. The planning and zoning board shall adopt appropriate rules of procedure, which rules shall be subject to the approval of the town council. The rules of procedure shall, among other things, provide for regular monthly meetings of the planning and zoning board and may provide that the planning and zoning board may conduct public hearings for the gathering of information to enable the board to more fully assist the town council in an advisory and administrative capacity.

Sec. 2-154. - Duties.

Commented [JJ9]: Content moved from section 20-43

The planning and zoning board shall primarily act in an advisory or administrative capacities and shall perform the following duties:

- (1) Assist in the interpretation, administration and enforcement of the town's land use ordinances, in accordance with the provisions thereof.
- (2) Make studies of the area within its jurisdiction and surrounding areas.
- (3) Determine objectives to be sought in the development of study areas.
- (4) Prepare and adopt plans for achieving objectives.
- (5) Develop and recommend policies, ordinances, administrative procedures and other means for carrying out plans in a coordinated and efficient manner.

- (6) Advise the council concerning the use and amendment of means for carrying out plans.
- (7) Exercise any functions in the administration and enforcement of various means for carrying out plans the council may direct.
- (8) Perform any other related duties the council may direct.

- 3. It is the intention of Town Council that the sections and paragraphs of this Ordinance are severable and if any section or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs or sections of this Ordinance, since they would have been enacted by Town Council without the incorporation in this Ordinance of any such unconstitutional or invalid section or paragraph.
- 4. These amendments shall be effective immediately upon adoption and immediately codified.

ADOPTED THIS the 17th day of December, 2018, by a vote of ___ in favor and ___ against.

ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK HUNINGHAKE, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018
SUBJECT: Board Appointments – Planning and Zoning Board
PRESENTER: Mayor Root
ATTACHMENTS: Roster

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor recommends that Tom Balestrieri be appointed to the Planning and Zoning Board as an alternate member and that the terms of the current regular and alternate members of that board be adjusted to account for new staggered three-year terms.

A roster showing the Mayor’s recommendation is attached for Town Council’s approval.

COUNCIL ACTION REQUESTED:

Approval of the appointment of Tom Balestrieri as an alternate member on the Planning and Zoning Board and adjustments to the board members terms as reflected on the attached roster. The following motion could be considered:

I move that Tom Balestrieri be appointed to the Planning and Zoning Board as an alternate member for a term to expire in September 2021 and that the term of Steve Warren be extended to September 2021 in order to provide for staggered 3-year terms.

WEAVERVILLE PLANNING AND ZONING BOARD			
Regularly meets 1 st Tuesday of the month at 6 pm in Council Chambers at Town Hall			
NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (3 YEARS)
Doug Theroux Chairman	73 Hillcrest Drive Weaverville, NC 28787 658-9477; (cell) 231-3568 dbtheroux93@gmail.com	August 2017	September 2017 - 2019
Peter Stanz Regular Member	49 Brown Street Weaverville, NC 28787 (cell) 828-768-4202 stanzbus@gmail.com	August 2017	September 2017 - 2019
Gary Burge Vice Chairman	3 High Bluff Drive Weaverville, NC 28787 (cell) 423-0150 garyburge@garyburge.com	August 2018	September 2018 - 2020
Catherine Cordell Regular Member	13 Hamburg Drive Weaverville, NC 28787 (cell) 776-7380 cat.cordell@live.com	August 2018	September 2018 - 2020
Steve Warren Regular Member	3 Duncannon Street Weaverville, NC 287887 704-682-5801/704-807-9899 warren.smw.steve@gmail.com	August 2018	September 2018 - 2021
John Chase Alternate Member	151 South Main Street Weaverville, NC 28787 (cell) 828-337-3366 jchase@medlockengr.com	August 2018	September 2018 - 2020
Tom Balestrieri Alternate Member	26 Whitetail Drive Weaverville, NC 28787 (cell) 904-347-3312 tmbalestrieri@gmail.com	December 2018	December 2018 - 2021
James Eller Town Planner	484-7002 jeller@weavervillenc.org		
Jennifer Jackson Town Attorney	828-442-1858 jjackson@weavervillenc.org		

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, December 17, 2018
Subject: Update of the Comprehensive Land Use Plan
Presenter: Planning Director, Town Attorney
Attachments: Annexation Analysis, Future Land Use Map, Municipal Limit Map

Description:

Staff is presenting Town Council with the noted attachments illustrating advancement of the Town's Comprehensive Land Use Plan update.

Action Requested:

No action required at tonight's meeting.

VOLUNTARY ANNEXATION

Contiguous Voluntary Annexation (by Petition):

- Petition signed by 100% of property owners.
- Governing Board has discretion to approve or deny.
- No standards for character of the subject area other than contiguity.
- Services must be provided to the same extent and under the same policies as within the existing corporate limits.

Satellite Voluntary Annexation (by Petition):

- Petition signed by 100% of property owners.
- Governing Board has discretion to approve or deny.
- Limitations placed on size of annexed area and distance from neighboring municipalities.
- Municipality cannot annex a portion of a subdivision.
- Services must be provided to the same extent and under the same policies as within the existing corporate limits.

INVOLUNTARY ANNEXATION

One variable which has changed since previous versions of the Town's comprehensive land use plan is S.L. 2012-11 (HB925) which revised the method via which a municipality may initiate an involuntary annexation.

Current law requires:

Voter Approval:

- Annexation does not take effect unless approved by a majority of voters in the area to be annexed.
- Referendum must occur at a general municipal election.
- Municipality bears the cost of election.
- If rejected, no further involuntary annexation of the subject area may occur within 3 years.

Water and Sewer:

- If the municipality provides or contracts to provide services, property owners shall be allowed to request service to their property.
- Notice of right to request service shall be provided to each property owner within the subject area.

- Service shall be extended to all properties requesting same at no cost to the property owner other than user fee.
- Construction of infrastructure must be done within 3.5 years of annexation effective date.
- Property owners who chose to receive services later must be charged based upon a graduated schedule provided by statute.

Population Density, Subdivision and Use Standard; Farm Exemption:

- There must be a resident population of at least 2.3 people per acre.
- 60% of total acreage in lots or tracts 3 acres or less; and 65% of lots and tracts 1 acre or less.
- 60% of lots and tracts must be in an urban use (residential, commercial, institutional, industrial, governmental).
- Land used for broadly defined farm purposes may not be annexed without the written consent of the property owner.

Plans for Provision of Municipal Services and Exemptions

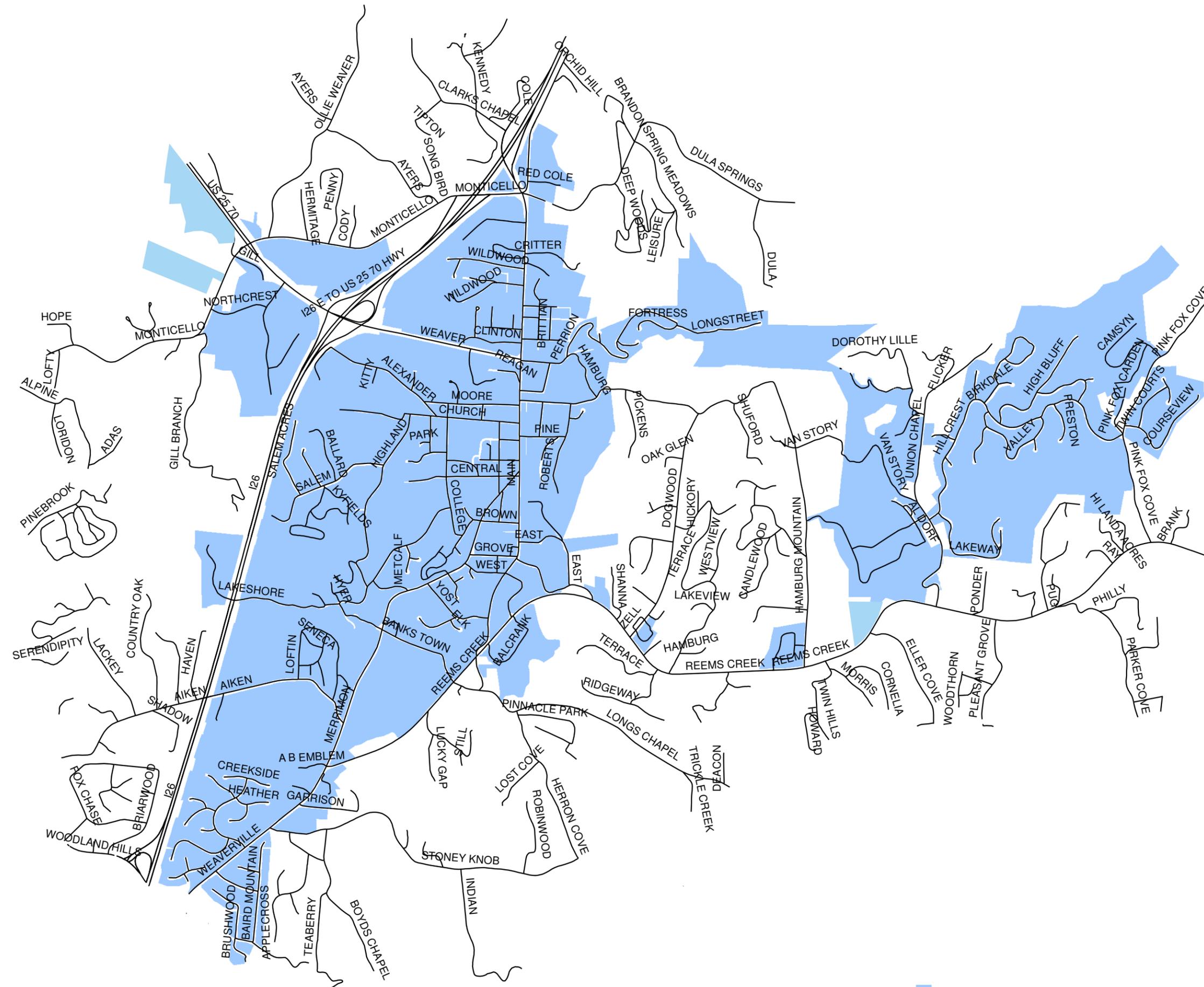
- Plans for the provision of police, fire, solid waste collection, street maintenance, water and sewer must be provided for the subject area.
- If a municipality does not provide a particular service, it does not need to provide the service to the subject area.
- The municipality must attempt to contract with a rural fire department for five years. The rural fire department's service satisfies the municipalities service requirement and the municipality must pay a proportionate share of the rural department's debt.
- The municipality is required to protect the existing solid waste collector via contracting with the collector for two years or compensating the collector for 15 months of revenue.

Annexation Agreements and Priority:

- Municipalities may agree to establish spheres of influence in which each jurisdiction may annex.
- Priority is established by the jurisdiction which first: achieves a valid voluntary annexation petition or the adoption of a valid resolution of intent to involuntarily annex.

LEGISLATIVE ANNEXATION / DEANNEXATION

- State Legislature has the authority to unilaterally modify municipal and county boundaries.
- Statutory requirements do not apply to legislative actions on annexation / deannexation.
- Deannexations can only be accomplished by the State Legislature.




Town of Weaverville Limits
 November, 2018



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018
SUBJECT: Sale of Old Bus Garage – 13 Central Avenue
PRESENTER: Town Manager
ATTACHMENTS: Agreement for Purchase and Sale of Real Property
Draft Notice of Offer

DESCRIPTION/SUMMARY OF REQUEST:

Unfortunately Lexington Glassworks had to terminate its contract to purchase the Town’s surplus property located at 13 Central Avenue due to a low bank appraisal received on the last day of their examination period. They would, however, still like to purchase the property and have submitted a new offer for Town Council to consider. The offer that is attached has a sale price of \$300,000 and the Town Clerk has received the required bid deposit of \$15,000.

NCGS 160A-269 provides for a “negotiated offer, advertisement, and upset bids” procedure for the disposition of surplus real property.

Following the same procedure as before and consistent with NCGS 160A-269, if Town Council wishes to proceed with this offer it will need to declare the property surplus, propose to accept the offer, and direct staff to advertise the notice of offer and allow for 10-day upset bid periods until no further qualifying bids are received. The draft Notice of Offer that is attached details this process.

TOWN COUNCIL ACTION REQUESTED:

Town Council discussion and direction concerning the offer submitted by Lexington Glassworks.



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Lexington Glassworks

a(n) _____ ("Buyer"), and
(individual or State of formation and type of entity)

Town of Weaverville,

a(n) _____ ("Seller").
(individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": (Address) 13 Central Ave
Weaverville, NC 28787

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, Buncombe County, consisting of .19 acres.

If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 9742-27-8468-00000 ;
and, (ii) some or all of the Property, consisting of approximately .19 acres, is described in Deed Book
1054 , Page No. 316 , Buncombe County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ \$300,000.00 (b) "**Purchase Price**" shall mean the sum of Three Hundred Thousand
_____ Dollars,

payable on the following terms:

\$ 15,000.00 (i) "**Earnest Money**" shall mean Bid Deposit GU
Fifteen Thousand Dollars
or terms as follows: _____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Clerk, Town of Weaverville (name of person/entity with whom deposited- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer Initials GU Seller Initials _____

STANDARD FORM 580-T
Revised 7/2017
© 7/2018

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ _____ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____.

\$ 285000 (v) **Cash, balance of Purchase Price**, at Closing in the amount of two hundred eighty five thousand 00 Dollars.

(c) "**Closing**" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before January 30, 2019 or _____

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on January 22, 2019

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

Buyer Initials GLK Page 2 of 8 Seller Initials _____

STANDARD FORM 580-T
Revised 7/2017
© 7/2018
13 Central

(f) **"Broker(s)"** shall mean:
 _____ Weaverville Realty (Dixie Whitman Inc.) _____ ("Listing Agency"),
 _____ Cynthia A. Ward _____ ("Listing Agent" - License # 223555)
 Acting as: Seller's Agent; Dual Agent
 and _____ Weaverville Realty (Dixie Whitman Inc.) _____ ("Selling Agency"),
 _____ Cynthia A. Ward _____ ("Selling Agent"- License # 223555)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

 e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

 e-mail address: billy@lexingtonglassworks.com fax number: _____
 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Buyer Initials GH _____ Seller Initials _____

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Notwithstanding, after December 13, 2018, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____ . On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the

Buyer Initials _____ CDL Seller Initials _____

Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Buyer Initials GA Seller Initials _____

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Buyer Initials GA Seller Initials _____

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

SELLER:

Individual

Individual

Lexington Glassworks

Town of Weaverville

Date: _____

Date: _____

Date: _____

Date: _____

Business Entity

Business Entity

Lexington Glassworks

Town of Weaverville

(Name of Entity)

(Name of Entity)

By: _____

By: _____

Name: G.K. Design 

Name: Selena D. Coffey, MPA, ICMA-CM

Title: Geoffrey Kodol
~~Arthur Gullford, Owner~~

Title: Town Manager

Date: 11/28/18

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

**NOTICE OF OFFER TO PURCHASE TOWN PROPERTY AND
UPSET BID PERIOD PURSUANT TO NCGS 160A-269**

The Town of Weaverville has received an offer for the sale of property owned by the Town of Weaverville in Buncombe County, North Carolina, and more particularly described as follows:

Street Address: 13 Central Avenue, Weaverville, NC, 28787
Parcel Identification Number: 9742-27-8468
Deed Reference: Book 1054 at Page 316
Conditions: To be sold "as is"

The highest qualifying offer that has been received is for \$300,000. Persons wishing to upset this offer must submit their offer in a sealed envelope marked "upset bid" to the Weaverville Town Clerk at 30 South Main Street, Weaverville, NC, 28787, by 5 pm on August 27, 2018. At that time the Town Clerk will open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$315,05.50. A qualifying higher bid must be accompanied by a bid deposit in the amount of 5% of the bid and must be submitted in cash, cashier's check or certified check payable to the Town of Weaverville. The Town will return the deposit on any bid not accepted, and the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

The Weaverville Town Council must approve the final high offer before the sale is closed, which it intends to do within 30 days after the final upset bid period has passed. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject, at any time, all bids.

Further information may be obtained at during normal business hours at Weaverville Town Hall, 30 South Main Street, Weaverville, NC, 28787, or by phone at 828-645-7116.

Derek Huninghake
Weaverville Town Clerk

Posting Date: December 18, 2018
Publication Date: December 20, 2018

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 17, 2018
SUBJECT: Update on USDA Loan for Water Line Extension Project
PRESENTER: Town Manager
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The Town Manager has been in recent communication with Pam Hysong, the USDA's Representative that has been reviewing the Town's loan application on the water line extension project. The Manager will update Council on the status of the loan and discuss the next steps.

COUNCIL ACTION REQUESTED:

With interest rates rising on January 1, 2019, Town Council will be asked to schedule a special called meeting prior to the end of the year in order to take the action that is necessary to lock in an interest rate prior to the expected rate increase. Dates can be discussed at tonight's meeting.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 17, 2018

Subject: Departmental Quarterly Report

Presenter: Dale Pennell, Public Works Director

Attachments: Quarterly Report (September – November 2018)

Description: Attached please find the quarterly report from the Public Works Department.

Action Requested: No action requested.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET

SEPTEMBER - NOVEMBER 2018

WATER MAINTENANCE DIVISION:

	Sep-18	Oct-18	Nov-18	3 month average
Water Leaks Repaired	1	5	1	2
New Water Taps	7	14	3	8
Total Active Water Meters	2,769	2,768	2,760	2,766
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	48	92	39	60
General Service Calls	97	159	89	115
Water Door Tags Delivered	21	9	32	21
Water Line Locate Utility Service Calls (811)	178	219	159	185
Water Meter Change Outs to Radio Read	28	2	0	10
Reservoir-Pump Station Site Checks	154	161	147	154

Water Line Construction Inspections:
 1. Maple Trace II 1. Maple Trace II
 2. Creekside 4 2. Creekside 4
 3. 828 North apts

WATER PRODUCTION DIVISION:

(Gallons per month)

1A. Raw water pumped from river to Water Treatment Plant

1B. Raw water used at the WTP

1C. Finished water Produced at WTP

2. Water Purchased from Asheville

A. TOTAL WATER PRODUCTION (1.C. + 2)

B. TOTAL METERED FOR BILLING

C. Metered, Non-Metered & Non-Billed Use by Town

D. Total Accounted For Water (B+C)

E. TOTAL UNACCOUNTED (A-D)

F. MONTHLY UNACCOUNTED WATER (E/Ax100)

**RUNNING ANNUAL AVERAGE
FOR "UNACCOUNTED FOR" WATER:**

(Gallons per year)

Finished Water Pumped to System

Unaccounted for Water

12 month average Unaccounted Water

	Sep-18	Oct-18	Nov-18	3 month average
1A. Raw water pumped from river to Water Treatment Plant	19,052,000	20,826,000	19,799,000	19,892,333
1B. Raw water used at the WTP	610,632	664,848	637,668	637,716
1C. Finished water Produced at WTP	16,351,368	17,803,152	17,075,332	19,254,617
2. Water Purchased from Asheville	0	0	0	0
A. TOTAL WATER PRODUCTION (1.C. + 2)	16,351,368	17,803,152	17,075,332	17,076,617
B. TOTAL METERED FOR BILLING	13,647,000	12,183,300	12,148,900	12,659,733
C. Metered, Non-Metered & Non-Billed Use by Town	1,400,000	3,800,000	2,800,000	2,666,667
D. Total Accounted For Water (B+C)	15,047,000	15,983,300	14,948,900	15,326,400
E. TOTAL UNACCOUNTED (A-D)	1,304,368	1,819,852	2,126,432	1,750,217
F. MONTHLY UNACCOUNTED WATER (E/Ax100)	8.0%	10.2%	12.5%	10.2%
<u>RUNNING ANNUAL AVERAGE</u> FOR "UNACCOUNTED FOR" WATER:				
(Gallons per year)				
Finished Water Pumped to System	202,083,336	203,650,336	206,747,336	204,160,336
Unaccounted for Water	29,736,280	29,283,132	30,084,164	29,701,192
12 month average Unaccounted Water	14.7%	14.4%	14.6%	14.5%

WATER CAPACITY VS PRODUCTION:

(Gallons per day)

Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000
Net Sellable Production Capacity (80%)	1,300,000	1,300,000	1,300,000	1,300,000
Average Daily Production	545,046	593,438	569,178	569,221
Total Water Production (A above) / 30 days in month	36.3%	39.6%	37.9%	37.9%

AVERAGE USE RELATIVE TO DESIGN CAPACITY

Current Water Commitments for future development	393,796	393,796	393,796	393,796
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD	62.6%	65.8%	64.2%	64.2%

STREET MAINTENANCE DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed	2	3	1	2
Roads paved	na	na	na	na

PARKS, RECREATION, & FACILITY

MAINTENANCE DIVISION:

P&R Special Projects/Repairs Completed	3	2	3	3
	3			

SANITATION DIVISION:

	Sep-18	Oct-18	Nov-18	3 month average
Residential Collection Points	1914	1914	1914	1914
Monthly Residential Collections (4/month)	7656	7656	7656	7656
Business Pick Ups	72	72	72	72
Business Pick Ups (4/month)	288	288	288	288
Residential Set-Outs	82	82	82	82
Residential Set-Outs (4/month)	328	328	328	328
TOTAL points picked up per month	8272	8272	8272	8272
Total Tons to Landfill	98.82	123.46	94.9	105.73
Average Pounds Per Collection Point (per week)	23.9	29.9	22.9	25.6
Cubic Yards - Yard Debris	95	45	36	59
Cubic Yards - Brush Chipped	143	154	132	143
Cubic Yards - Leaf Collection	0	98	784	294

MISC

1. MSD has stopped our WTP's sludge disposal to their plant as of 09/01/2018 (effective 12-31-2018). Alternatives are being studied.
2. The Town is participating with NCWRC in their "Community Fishing Program" and over 2,000 trout were stocked in Lake Louise on 12/5; catfish will be stocked in the lake in late spring.
3. We continue to encourage town residents to purchase the "Toter" garbage cans; 46 have been sold this quarter and total of 81 in 2018.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by: Dale Pennell, Public Works Director

REVISED 12/17/2018

Water Line Status	Project with current commitment	Address	Description	Number of Units	Gallons per Connection	Projected Demand (GPD)
Design (outside town)	Doan Road Duplexes	near N Windy Ridge School	8 - 2 family duplexes	16	400	6,400
Construction	Serrus Creekside LLC	Creekside Village, Ph 4	84 3br. Residential Units	84	250	21,000
Construction (outside town)	Drew Norwood Windsor Aughtry	Maple Trace Subdivision	145 Residential Lots	145	250	36,250
Construction (outside town)	Serrus Creekside LLC	Creekside Village, Ph 5	38 3 Br. Residential Units	38	250	9,500
Construction	Buckner (Wheeler Road) Project	Wheeler Road & Reems Creek	Residential Units	72	250	18,000
Construction	828 North (aka Blue Ridge Crossing)	Garrison Branch Road	174 Unit Apartment Project	174	229	39,846
Construction	Fairfield Inn	off of Weaver Blvd	104 Rooms	104	125	13,000
Permitting	Amblers Chase Subdivision	Reems Creek Road	22 homes	22	400	8,800
Permitting	Weaverville Townhomes	Monticello and Northcrest Dr	53 units	53	400	21,200
			Subtotal Current Projects			173,996
on-going	Existing but not active meter sets			164	250	41,000
on-going	Projected inside-town vacant land development			397	400	158,800
on-going	Projected Outside-town-limit residential units			50	400	20,000
			Subtotal On-going Projections			219,800
			Total Outstanding Commitments			393,796
Water Line Status	Project with fulfilled commitment	Address	Description	Number of Units	Gallons per Connection	Projected Demand (GPD)
COMPLETED	North Asheville Baptist Church	90 Griffree Road	Church	1	3000	3,000
COMPLETED	ASPCA	Murphy Hill Road	Animal Rescue Center	1	7000	7,000
COMPLETED	Sonic	Northridge Commons Parkway	Restaurant	1	880	880
COMPLETED	Hardees	61 Weaverville Blvd.	Restaurant	1		0
COMPLETED	Monticello Apartments	145 Monticello Road	168 Unit Apartment Building	168	250	42,000
COMPLETED	Drew Norwood Windsor Aughtry	Lakeside Meadows	25 Residential	25	250	6,250
COMPLETED	10-20 Garrison Road	Garrison Road	7 businesses	7	400	2,800
COMPLETED	Water Pointe	Lakeshore & Quarry	Residential Units	21	250	5,250
COMPLETED	New Homes at North Main	Lily Farm Road	Residential Units	46	250	11,500
COMPLETED	Central Avenue Subdivision	44 Central Ave	7 homes	7	400	2,800
COMPLETED	Greenwood Park Phase 1 & 2	Reems Creek Village	19 Residential Lots	19	250	4,750
CANCELLED	Monticello Commons Apartments	Monticello Commons	96 - 1 Bed Room Units 132 - 2 Bed Room Units 36 - 3 Bed Room Units	264	281	74,184
CANCELLED	Hawthorne at Garrison Branch	Ollie Weaver Rd.	234 units (1, 2 and 3 bedrooms)	234	avg. 282	66,000
EXPIRED	Pleasant Grove MHP	Pleasant Grove Rd	12 - 2 bedroom units 2 - 3 bedroom units	12 2	250 400	3,000 800

* Projections do not include any future flow to the Town of Mars Hill (200,000 GPD in current agreement and 400,000 in future)