

TOWN OF WEAVERVILLE

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

AGENDA

**August 19, 2019
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. July 15, 2019 Town Council Regular Meeting Minutes	1	
B. August 6, 2019 Town Council Special-Called Meeting Minutes	5	
4. Special Recognition: Doug Theroux		Mayor Root
5. General Public Comments		Mayor Root
6. Consent Agenda		Town Manager
A. Tax Collector Charge & Order of Collection	6	
B. Board Appointments	9	
C. Annexation Petition and Initial Zoning Request for 0.3 Acre Strip on Monticello Road	13	
D. Approval of US Cellular Tower Lease	20	
E. Budget Amendment: Re-appropriations	37	
F. Employee Incentive Award Recommendation	39	
G. Preliminary Plat Approval for 108 Church Street	41	
7. Town Manager’s Report	44	Town Manager
8. Discussion & Action Items		
A. Update on Greenway Project *	46	Doug Dearth
B. Update on Waterline Extension Project *	53	Town Attorney, Public Works Dir.
C. Code Amendment: Recreational Fishing Program at Lake Louise *	58	Town Attorney, Public Works Dir.
D. Town Parks-Preservation for Public Recreational Purposes *	61	Town Manager, Town Attorney
E. Quarterly Report: Police Department	62	Police Chief
F. Quarterly Report: Fire Department	72	Fire Chief
9. Closed Session		
A. N.C.G.S. § 143-318.11(a)3. To consult with an attorney		
B. 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 ...		
10. Adjournment		Mayor Root

* Public comment will be permitted at the time of the discussion of the agenda items marked with an asterisk (*). The content and timing rules applicable to public comment at the opening of the Council Meeting shall also apply to comments on agenda items. Such public comment shall be permitted only after each of Town Council has been provided the opportunity to discuss the respective agenda item.



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, July 15, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, July 15, 2019, at 7:00 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/Councilmember Doug Jackson, and Councilmembers Dottie Sherrill, Jeff McKenna, Andrew Nagle and Patrick Fitzsimmons.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Finance Officer Tonya Dozier, Town Clerk Derek Huninghake, 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 7:00 p.m.

2. Approval/Adjustments to the Agenda

Town Manager Selena Coffey asked for Discussion Item B, Annexation Petition/Initial Zoning Request for 0.3 Acre Strip along Monticello Road to be taken off the agenda. *Councilmember Sherrill made a motion to approve the agenda with the aforementioned revision. Councilmember McKenna seconded and all voted in favor of the motion.*

3. Approval of Minutes

Councilmember Nagle made the motion to approve the minutes from June 17, 2019 Town Council Regular Meeting. Councilmember McKenna seconded the motion and all voted in favor on the approval of the minutes.

4. General Public Comment

Public comments were received as follows:

Louis Accornero, 50 Highland Pointe Drive, thanked Town Council and asked them to make a motion tonight on allowing the Dry Ridge Museum utilization of the storage room in the Weaverville Town Hall.

Howard Dusenberry, 26 Brown Street, thanked Town Council for moving the July 4th fireworks back to Main Street, but thinks the ground explosions were over the top and asked Council to work with the vendor about making it more of a light and color show.

Linda McClain, 20 Brown Street, commented that she was worried about the fireworks being so close to her home, since she has animals who are terrified of them. She also mentioned that nobody spoke with their neighborhood about the relocation of the fireworks to Main Street and she thinks that someone should have discussed this with them first. The fireworks were really loud and made it feel like they were in a war zone, she hopes next year they can be toned down so they don't have to be so loud and ground shaking.

Thomas Veasey, 69 Lakeshore Drive, passed out handouts on the Black Mountain Community Center showing the fees for activities held in the center, and recommended Town Council move forward on the community center project as it is. He doesn't believe Council should downsize the community center; they should expand the outside deck and move the fireplace inside. If it doesn't get included in the original plan then there wouldn't be enough space to add on later.

5. Consent Agenda

Vice Mayor/Councilmember Jackson moved for the approval of the Consent Agenda. Councilmember McKenna seconded the motion and all voted unanimously to approve all action requested in the Consent Agenda.

A. Year-End Tax Report/Settlement – *Approved Resolution Approving the Tax Collector's Settlement for Fiscal Year 2018-2019*

B. Budget Amendment: FEMA Reimbursement – *Approved Budget Amendment*

C. Road Closure Ordinance: North Buncombe Homecoming Parade – *Approved Road Closure Ordinance for the North Buncombe Homecoming Parade on October 11, 2019 from 4:00 pm until 5:30 pm*

6. Town Manager's Report

Town Manager Selena Coffey presented her Manager's report to Council including that the Saturday Summer Series Concert event was held on July 13, 2019 and over 80 people attended to watch Lillian and Sarah Nell Chase, and Kare Strong all perform; the downtown July 4th Celebration was successful with a tremendous crowd in attendance. She commended our wonderful Town employees for all their hard work in preparing for and making the event such a big success. A debriefing on the event will be in the coming week. Overall, we received positive comments with a few suggestions to move the firework show up earlier and to tone down the noise of the fireworks; new carpet has been installed in the Town Hall, both upstairs and downstairs in the Police Department; the paving on Church Street has been completed and the residents have been happy to have this finished; and lastly, the Board of Elections has reached out to her about the Town's interest in consolidating all four precincts into one.

Mayor Root questioned if this would save funds for the Town of Weaverville or the Board of Elections, but understands the reason for wanting to consolidate. Councilmember Nagle wondered if citizens would receive two election cards, one for voting during odd year elections and one for voting during even year elections. Or if consolidating into one precinct would be for all elections. Town Manager Coffey noted that she was informed that the Town would be saving the money, but she will send an email to the Board of Elections to get them to send us something in writing to get more clarification.

7. Discussion and Action Items

A. Community Center

John Legerton with Legerton Architecture noted that the last couple months they have been working on alternates from the design previously shown to Town Council to see if they could save some further costs. Mr. Legerton introduced Mitchel Sorin, an architect from Legerton Architecture, who worked on these alternates to present them.

Mitchel Sorin discussed the two alternate options that were established after looking at the following items: reducing square footage of community room and kitchen/storage area, enlarging the outdoor terrace, eliminating one family toilet room and adding windows to museum, all to reduce cost implications on the project. Alternate Option 1 would have a total net deduct of \$57,188, but after additional estimated redesign fees, it would be between \$33,000-\$40,000. As for Alternate Option 2, the total net deduct would be \$73,978 and after redesign fees, it would be between \$48,000 and \$55,000. (Alternate design option 1 and 2, and the cost opinions of the design changes are attached.)

Vice Mayor Jackson noted that in option 2 we are eliminating 720 Sq./ft. for around \$51,000, which doesn't seem like a very good trade-off. Plus, this option would require more funding for engineering.

Councilmember Fitzsimmons thanked Mr. Sorin and Mr. Legerton for producing these new alternate options and believes it encompasses what the citizens of the Town were looking for. He mentioned that if Council chose option 2 and eliminated the fire sprinkler system then it would reduce the community center cost by roughly \$120,000.

Councilmember Fitzsimmons made a motion to approve Alternate Option 2 on the Community Center design and eliminate the fire sprinkler system, which would save the Town of Weaverville about \$120,000 and have those savings go towards Phase II of the Community Center. Councilmember Sherrill seconded the motion. The motion failed by a 1-4 vote of Council, with Councilmember Fitzsimmons being the only favorable vote, after the following discussion:

Vice Mayor Jackson commented that the fireplace is a big liability and can always be added on in the future.

Councilmember McKenna noted that he found the covered entrance way as being redundant and he hasn't heard a good reasoning for having the fire sprinkler system, so there would be some cost savings by eliminating them.

Councilmember Nagle commented that he would like to create a group of 5 individuals to head this community center project and give them a set amount of money to get it done. He believes the group should include Mayor Root, Town Manager Selena Coffey, Public Works Director Dale Pennell, Louis Accornero and Thomas Veasey.

Public Comment

1. John Owen, 50 N. College St., commented that reducing the size of the building for little cost savings seems very short sided and he believes Council needs to stop dragging their feet and put a plan in place.
2. Lou Accornero, 50 Highland Pointe Dr., commented that the savings don't justify reducing the size of the community center and believes if you get the right contractor who has his heart vested in Weaverville, we will see a big difference in the costs.
3. Michelle Wood, 50 N. College St., mentioned that she is on the board for Dry Ridge Museum and President Jan Lawrence isn't in favor of a window, due to light damaging the artifacts. She also mentioned that homes in the area have sold for close to \$500,000, so \$2.5 million isn't that crazy it is just 5 homes.
4. Thomas Veasey, 69 Lakeshore Dr., commented that he is in favor with Vice Mayor Jackson and Councilmember Nagle. There has been a lot of time wasted the last three months dragging our feet and we should go ahead with the original plans and make modifications as they come.

Councilmember Nagle made a motion to approve the Community Center project based on the original design with the stone fireplace and the fire sprinkler system eliminated, and provide an approximate budget of \$2.5 million for the construction cost of the Community Center, approve the use of an additional \$250,000 for some outside recreational amenities shown as Phase 2, and appoint a steering committee, consisting of Mayor Al Root, Town Manager Selena Coffey, Public Works Director Dale Pennell, Lou Accornero and Thomas Veasey, to oversee the project and make it happen. Vice Mayor/Councilmember Jackson seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0 after the following discussion:

Councilmember McKenna noted that he doesn't want Council to get caught up in Phase I and forget about the funds and process for Phase II of the community center process as well.

Public Comment:

1. Jim Proffitt, 16 Saint Browns Place, mentioned that he would like to use this community center in his lifetime, so Council needs to stop dragging their feet and start putting plans into place. He knows the costs will only keep increasing the longer we wait.

B. Comprehensive Land Use Plan Update

Town Planner James Eller presented the 2019 Comprehensive Land Use Plan (CLUP) to Town Council. He noted that this advisory document is statutorily required and the Planning and Zoning Board consults these plans and offer opinions to Town Council on any related land use decisions. He thanked Town Council for reviewing the document

and suggesting their five highest goals and priorities, which have been updated and incorporated into the document. The goals included were 1) updating the CLUP should we encounter a situation with the water system, 2) continue the street improvement program, 3) review and update economic development goals, and consider land use regulations that better provide for 4) mixed use development and 5) high density single family residential development. The Planning and Zoning Board passed along this plan to Town Council with a unanimous favorable recommendation and should Town Council wish to take action on this plan, it would be appropriate to do so as they see fit.

Town Attorney Jennifer Jackson mentioned that the plan is now up to Town Council and staff is here to answer any questions or help provide any guidance in the process they decide to take. She thanked Town Council for taking the time to look through the priorities, which have been averaged out and reflected in the document.

Town Planner James Eller noted that all 198 pages of 160D have been passed and the Town of Weaverville is compliant with this plan and with future versions of state statute as well. Town Attorney Jennifer Jackson mentioned that 160D is a combination of all the comprehensive land use regulations for both the Town and the County.

Public Comment:

Doug Theroux, 73 Hillcrest Drive, Chairman of the Planning and Zoning Board, spoke on behalf of the Board and commended staff for all their hard work on putting the document together. Mr. Theroux was on the last committee that put the plan together and he believes this plan is much better and has more of a personal touch to the Town of Weaverville.

Mayor Root noted that he was very skeptical at first when staff recommended they oversee this project to save the Town some money; however he believes this is as good a product as the Town has ever seen and thanked staff for all their hard work.

Councilmember Fitzsimmons made a motion to approve the Resolution to Adopt a Comprehensive Land Use Plan for the Town of Weaverville. Vice Mayor/Councilmember Jackson seconded the motion. The motion passed by a majority vote of Council. Motion carries 5-0.

C. Quarterly Report: Planning Department

Town Planner James Eller presented the Planning Department Quarterly Report and noted that 29 Zoning Permits and 8 Sign Permits have been issued during this period. Mr. Eller also gave a review of the activity from the Planning and Zoning Board and the Zoning Board of Adjustment during these months.

D. Quarterly Report: Finance Department

Finance Officer Tonya Dozier discussed the Quarterly Finance Report from April 2019 – June 2019 and mentioned that with the recent close-out of Fiscal Year 2018-2019, our financial statements are currently under audit and not available for review yet. There will need to be some re-appropriated funds into FY 2019-2020 for the paving project, Greenways Project, sale of bus garage, and unspent funds originally placed towards the community center.

Consensus was made by Town Council to allow the Dry Ridge Museum to utilize the Town Hall storage room. Town Manager Selena Coffey noted that she will meet up with Jan Lawrence when she gets back from her trip to see the best way the Town of Weaverville can help them.

8. Adjournment

Councilmember Nagle made the motion to adjourn; Councilmember McKenna seconded and all voted to adjourn the Council's meeting at 8:29 p.m.

Derek K. Huninghake, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special-Called Meeting
Tuesday, August 6, 2019**

The Town Council for the Town of Weaverville met for a Special Called Meeting on Tuesday, August 6, 2019, at 5:00 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/Councilmember Doug Jackson, and Councilmembers Jeff McKenna, Andrew Nagle, Patrick Fitzsimmons, and Dottie Sherrill.

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

1. Call to Order

Mayor Root called the meeting to order at 5:00 p.m.

2. Closed Session

Vice Mayor/Councilmember Jackson made the motion to enter closed session as per N.C. Gen. Stat. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, of conditions of employment of a public officer or employee, or to hear or investigate a complaint, charge or grievance. Councilmember Nagle seconded the motion and by a majority vote Council entered into closed session.

[CLOSED SESSION]

Councilmember Nagle made the motion to exit closed session. Councilmember Sherrill seconded and all voted unanimously to exit closed session and re-enter open session.

3. Adjournment

Councilmember Fitzsimmons made the motion to adjourn; Councilmember Sherrill seconded and all voted to adjourn the Council's meeting at 6:00 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019
SUBJECT: Tax Collector Charge and Order for Collection
PRESENTER: Finance Director/Tax Collector
ATTACHMENTS: Resolution Setting Tax Collector Bond and Adopting the Order of Collection for FY 2019-2020

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to take action to charge the Town's Tax Collector, Derek Huninghake, with the delivery and collection of the tax receipts for FY 2019-2020. Prior to this action being taken the following must occur for compliance with NCGS § 105-352:

- (1) Prepayments - The Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Officer and demonstrate to the Finance Officer's satisfaction that all prepayments received have been deposited. **The Finance Officer confirms that this has been done.**
- (2) Settlement – The Tax Collector must make settlement with the Town Council for all taxes placed in her hands for collection for the past year and provide a listing of all taxpayers whose taxes remain unpaid. **The Tax Collector's Settlement for FY 2018/2019 was approved by Town Council on July 15, 2019.**
- (3) Bond – The Town Council must approve the bond to be issued for the Tax Collector.
- (4) Order of Collection – An Order of Collection must be adopted at tonight's meeting which will charge the Tax Collector with the collection of FY 2019-2020 taxes, plus all outstanding delinquent taxes.

COUNCIL ACTION REQUESTED:

Approval of the Tax Collector's bond and approval of the Order of Collection and Charge for FY 2019-2020. If the Board is so inclined, the following motion is suggested:

I move that the Resolution Setting the Bond Amount for the Tax Collector and Adopting the Order of Collection for FY 2019-2020 be adopted.

**RESOLUTION SETTING THE BOND AMOUNT FOR THE TAX COLLECTOR AND
ADOPTING THE ORDER OF COLLECTION
FOR THE 2019-2020 TAX YEAR**

WHEREAS, NCGS § 105-352 requires that before the tax receipts for the 2019-2020 tax year may be delivered to the Tax Collector for collection the following must occur: (1) the Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited; (2) the Tax Collector must make settlement with the Town Council for all taxes placed in his hands for collection for the 2018-2019 tax year; and (3) the Town Council must approve the bond proposed for the Tax Collector for collection of all taxes charged for the 2019-2020 tax year and all delinquent taxes; and

WHEREAS, for each prepayment received for the 2019-2020 taxes a duplicate bill has been printed and prepayments received have been deposited; and

WHEREAS, the Weaverville Town Council has approved the settlement for the taxes charged to the Tax Collector for collection for the 2018-2019 tax year, including the delinquent taxes; and

WHEREAS, the Weaverville Town Council wishes to approve the \$250,000 bond proposed for the Tax Collector;

NOW, THEREFORE, BE IT RESOLVED that the bond amount for the Tax Collector is hereby set at \$250,000 through June 30, 2020, and that the attached Order of Collection is hereby adopted.

THIS the 19th day of August, 2019.

TOWN OF WEAVERVILLE

By: _____
Allan P. Root, Mayor

ATTESTED BY:

Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

ORDER OF COLLECTION

TOWN OF WEAVERVILLE

TO THE TAX COLLECTOR OF THE TOWN OF WEAVERVILLE:

You are hereby authorized, empowered, and commanded to collect the taxes, including current, insolvent, and delinquent taxes, set forth in the tax records for the Town of Weaverville and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Weaverville, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. This order is adopted pursuant to and in accordance with N.C. Gen. Stat. § 105-321.

WITNESS my hand and official seal, this 19th day of August, 2019.

TOWN OF WEAVERVILLE

By: _____
Allan P. Root, Mayor

ATTESTED BY:

James Eller, Deputy Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019
SUBJECT: Board Appointments
PRESENTER: Mayor Root
ATTACHMENTS: Proposed Rosters for Board of Adjustment, Planning and Zoning Board and ABC Board

DESCRIPTION/SUMMARY OF REQUEST:

There are terms that are expiring in September on the Planning and Zoning Board, Board of Adjustment and ABC Board. The Mayor recommends appointments and reappointments to these boards as reflected in the suggested motions below.

COUNCIL ACTION REQUESTED:

I move that Paul Clauhs be reappointed as a regular member of the Board of Adjustment to serve a three-year term beginning in September 2019.

I move that Gene Knoefel be reappointed as an alternate member on the Board of Adjustment to serve a three-year term beginning September 2019.

I move that Peter Stanz be reappointed as a regular member of the Planning and Zoning Board to serve a three-year term beginning in September 2019.

I move that John Chase, who serves on the Planning and Zoning Board with a term to expire in September 2020, be move from an alternate member to a regular member on that Board.

I move that Rachael Bronson be appointed as an alternate member on the Planning and Zoning Board to serve a three-year term beginning in September 2019.

I move that Warren Alcorn be reappointed to the ABC Board to serve a three-year term beginning in September 2019 and that Rob Chason be designated as the ABC Board Chairman.

WEAVERVILLE ZONING BOARD OF ADJUSTMENT			
Regularly meets 2 nd Monday of the month at 7:00 pm (as needed) in Town Hall Council Chambers			
NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (3 YEARS)
John "Tyce" Lewis Chairman	14 South College Street (cell) 279-4290 tycerrenovations@gmail.com	August 2017	September 2017 - 2020
Cynthia Wright Vice-Chairman	88 Hillcrest Drive 658-1579; (cell)703-862-8428 wright.cindy2011@gmail.com	August 2018	September 2018 - 2021
Paul Clauhs Regular Member	P.O. Box 483 74 Hamburg Drive 828-768-6679 weavervilleplumbing@hotmail.com	August 2019	September 2019 - 2022
Roger Parkin Regular Member	57 Church Street 828-337-2868 rdplimey@gmail.com	August 2017	September 2017 - 2020
Sylvia Valois Regular Member	42 Loftin Street 504-717-0275 svalois2000@yahoo.com	August 2018	September 2018 - 2021
Bob Pace Alternate Member	116 Mountain Meadow Circle 919-434-6938 ncstman@gmail.com	June 2018	June 2018 - September 2020
Gene Knoefel Alternate Member	10 Highland Pointe Drive 828-645-8800 gknoefel@charter.net	August 2019	September 2019 - 2022
James Eller Zoning Administrator	828-484-7002 jeller@weavervillenc.org		
Jennifer Jackson Town Attorney	828-442-1858 jjackson@weavervillenc.org		

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)
Gary Burge Regular Member	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.cordell7@gmail.com	August 2018	September 2018 - 2020
Peter Stanz Regular Member	49 Brown Street Weaverville, NC 28787 (cell) 828-768-4202 stanzbus@gmail.com	August 2019	September 2019 - 2022
Steve Warren Regular Member	3 Duncannon Street Weaverville, NC 28787 704-682-5801/704-807-9899 warren.smw.steve@gmail.com	August 2018	September 2018 - 2021
John Chase Regular 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
Rachael Bronson Alternate Member	31 Reynolds Lane Weaverville, NC 28787 843-327-6709/832-229-1838 rachael.bronson@gmail.com	August 2019	September 2019 - 2022
James Eller Town Planner	828-484-7002 jeller@weavervillenc.org		
Jennifer Jackson Town Attorney	828-442-1858 jjackson@weavervillenc.org		

**WEAVERVILLE
ALCOHOL BEVERAGE CONTROL (ABC) BOARD**

Quarterly – 10 am on First Wednesday in March, June, September and December in Small Conference Room at Town Hall; and as needed

NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (3 YEARS)
Robert Chason Chairman	1 South College Street Weaverville, NC 28787 645-4191; (cell) 277-8510 homebrew7@charter.net	August 2017	September 2017 – 2020
Roney Hilliard	85 Alexander Road Weaverville, NC 28787 645-0522; (w) 776-2278 roneyhilliard@gmail.com	August 2018	September 2018 – 2021
Warren Alcorn	22 Perrion Avenue Weaverville, NC 28787 658-3510; 713-7634 alcornwd@msn.com	August 2019	September 2019 – 2022
Jennifer Jackson Board Attorney	828-442-1858 jjackson@weavervillenc.org		

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019

SUBJECT: Annexation Petition and Initial Zoning Request for 0.3 Acre Strip along Monticello Road

PRESENTER: Town Clerk

ATTACHMENTS: Voluntary Annexation Petition and Data Sheet
Certificate of Authority
Property Tax Map Showing Property to be Annexed
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

Town Council recently annexed the +/-19 acres at 135 Monticello Road (the Riverside Stump Dump property). There is a +/-0.3 acre strip of land lying between this recently annexed property and Monticello Road. The owner of the +/-0.3 acre strip has submitted an annexation petition to bring the strip into the Town's municipal limits and an initial zoning application for R-12 zoning for consistency with the 135 Monticello Road property. It is expected that this acreage will be combined with the 135 Monticello Road property.

Should Town Council wish to consider annexation of this property in order to fix the gap that currently exists, the first steps are 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. A resolution to that effect is attached.

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 August 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 and initial zoning submitted for the +/-0.3 acre strip of land located along Monticello Road

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

Submittal Date: 07/1/2019
 Date Fee Paid: \$500.00
 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 x contiguous, 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
Crest Residential, LLC 500 Office Park Dr, #215 Birmingham, AL 35223	(205) 566-2384 (205) 567-1467 matt@crestres.com bentley@crestres.com	DB: 5799 Pg 353 PIN: 9733713521	David O'Brien, Managing Member

5. Zoning vested rights X are not claimed, have been established under G.S. § 153A-344.1 or § 160A-385.1 as follows [describe and attach the order and approved site plan]:

Total Acreage to be annexed: .3 +/-
 Population in annexed area: 0
 Proposed Zoning District: R-12
 Reason for annexation: x Receive Town Services x Other (please specify) Water Service

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 Crest Residential, 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>David O'Brien</u>	<u>Managing Member</u>	
_____	_____	_____
_____	_____	_____

THIS the 1st day of July, 2019.

STATE OF ~~NORTH CAROLINA~~ Alabama
 COUNTY OF Jefferson

I, Matthew E. Benak, a Notary Public, certify that David O'Brien personally came before me this day and acknowledged that he/she is the Manager of Crest Residential, LLC, a Alabama 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 1st day of July, 2017-2019



Matthew E. Benak
 Notary Public
 My Commission Expires
 December 8, 2019
 My Commission Expires: _____

**PETITION FOR VOLUNTARY ANNEXATION
DATA SHEET**

Town of Weaverville, North Carolina

Submittal Date: 07/1/19

Petition No. _____

Annexation Area Name: _____

Petitioner: Crest Residential, LLC

Subject Area Acreage: .3 Acres +/-

Current Land Use: Vacant Land

Proposed Land Use or Development (describe): Multifamily Site

Residential (single family): Number of Units: _____ Anticipated build out in _____ years
Average Sales Price: \$ _____ /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 _____; max number of stories of _____

Infrastructure: Linear feet of publicly dedicated roadways proposed: _____ feet
Public water proposed (describe): _____

Other Public Services Requested (describe): _____

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



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 +/-0.3 acre parcel on Monticello Road bearing Buncombe County Parcel Identification Number 9733-71-3521 was received on July 1, 2019, 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 an R-12 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 R-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 19th day of August, 2019.

ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK HUNINGHAKE, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019
SUBJECT: Approval of US Cellular Tower Lease
PRESENTER: Town Manager
ATTACHMENTS: Aerial Image
Proposed Ground Lease
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

For many years the Town has leased a small area (100' x 100') behind its Public Works Facility to US Cellular for a tower site. The current lease, which provides the Town with an annual income of \$16,413.00 is due to expire on December 31, 2021. US Cellular has requested the approval of the attached proposed ground lease that is to commence beginning on January 1, 2022. The term for this new lease is 5 years with an automatic renewal of an additional 5 year term. The annual rent with the new lease is \$22,251.36, which is an annual increase of \$5,838.36.

Town Council is asked to consider this ground lease well in advance of the expiration of the current lease due to the lengthy process that US Cellular would have to undertake to find and obtain a new site should Town Council not wish to continue this lease past the expiration date of December 31, 2021.

The Town Manager and Public Works Director do not believe that the continued leasing of this area will interfere with any Town operations or projects during the term of the lease and recommend the lease for approval.

To comply with § 160A-272 of the North Carolina General Statutes, the Town's approval of the lease must be done by resolution which can only be adopted at a regular Town Council meeting held at least 30 days after the publication of a notice that describes the property to be leased, the annual lease payments, and announces Town Council's intention to authorize the lease. A resolution declaring an intention to authorize the lease and directing staff to public a notice in accordance with NCGS § 160A-272 is attached for Town Council's consideration.

COUNCIL ACTION REQUESTED:

If Town Council wishes to continue its leasing to US Cellular then it is asked to adopt the attached resolution.

**RESOLUTION DECLARING ITS INTENT TO
AUTHORIZE A LEASE UNDER NCGS § 160A-272**

WHEREAS, North Carolina General Statute §160A-272 authorizes Town Council to enter into a lease for a period not to exceed 10 years if it determines that the property will not be needed by the Town for the term of the lease; and

WHEREAS, for many years the Town has leased a small area (100' x 100') behind its Public Works Facility to US Cellular for a tower site; and

WHEREAS, the current lease, which provides the Town with an annual income of \$16,413.00 is due to expire on December 31, 2021, and US Cellular has requested the approval of the attached proposed ground lease that is to commence beginning on January 1, 2022; and

WHEREAS, the term for this proposed new lease is 5 years with an automatic renewal of an additional 5 year term, and the annual rent with the proposed new lease is \$22,251.36, which is an annual increase of \$5,838.36; and

WHEREAS, the property to be leased will not be needed by the Town during the term of the proposed new lease;

NOW, THEREFORE BE IT RESOLVED, that, in accordance with NCGS § 160A-272, the Weaverville Town Council declares its intent to authorize the attached lease to US Cellular and directs the Town Clerk to prepare and publish a public notice describing the property to be leased, stating the annual rent or lease payments, and announcing Town Council's intent to authorize the lease at its regular meeting on October 21, 2019.

ADOPTED this the 19th day of August, 2019.

ALLAN P. ROOT, Mayor

Derek K. Huninghake, Town Clerk

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between the Town of Weaverville, a North Carolina municipal corporation, having an address at Post Office Box 338, Weaverville, North Carolina 28787 hereinafter referred to as "Landlord," and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 15 Quarry Road located in the Township of Weaverville, County of Buncombe, State of North Carolina legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease, since the portion of the Landlord's Parcel defined as the Premises will not be needed by the Town during the term of the this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Premises.

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

2. Grant of Easements. Landlord hereby grants to Tenant an access and utility easement twenty-five (20) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and to the nearest suitable utility company-approved service connection points (the "Access and Utility Easement"); the land underlying the Access and Utility Easement is referred to herein as the "Easement Parcel," which Easement Parcel is further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easement granted herein shall include, but not be limited to,

- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcel,
- b. The right to improve an access road within the Easement Parcel,
- c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Easement Parcel,
- d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcel, including the right to bring in and use all necessary tools and machinery, and

- e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Easement Parcel. The Leasehold Parcel and the Easement Parcel are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. The initial Lease term will be five (5) years (the "Initial Term"), commencing upon January 1, 2022 (the "Commencement Date") and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for one (1) additional term of five (5) years ("Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or the Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of One Thousand Eight Hundred Fifty-Four and 28/100 dollars (\$1,854.28) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility

services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
Attention: 405355 Lake Louise
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.
12. Mutual Indemnification.
- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all

reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run

during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Intentionally deleted.
19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

- 22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
- 23. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
- 23. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
- 24. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: USCOC of Greater North Carolina, LLC
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD: Town of Weaverville
Post Office Box 338

Weaverville, NC 2787
Phone: 828-645-7116

25. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
27. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
29. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
30. Modifications. This Lease may not be modified, except in writing signed by both parties.
31. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
32. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy . Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

33. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
34. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
35. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
36. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
37. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.
38. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: TOWN OF WEAVERVILLE

TENANT: USCOC of GREATER NORTH CAROLINA, LLC

By: _____

By: _____

Printed: ALLAN P. ROOT

Printed: _____

Title: MAYOR

Title: Manager

Date: _____

Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ALLAN P. ROOT as Mayor of the TOWN OF WEAVERVILLE, NC, , known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally)acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager, for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

Exhibit A

Legal Descriptions

LANDLORD PARCEL

The land referred to herein below is situated in the County of Buncombe, City of Weaverville, State of North Carolina, and is described as follows:

First Piece: Beginning at a locust post in J. F. Pickens' line, the Northwest corner of what is known as the C. P. West tract, now owned by S. L. Teague, and runs with the Pickens line, North 86° West 120 poles to I. W. Gill's corner; thence with his line, South 4° West 21 poles to the middle of Reems Creek; thence with the middle of said Creek as follows: South 30° East 16 poles; South 3° East 60 poles; North 80° East 26 poles; North 85° East 40 poles; South 80° East 24 poles; South 70° East 22 poles to Southeast corner of the Pickens Heirs Tract, conveyed by them to J. C. Maney; thence continuing with the middle of said Creek, South 80° East 24 poles; South 65° East 8 poles to Roth's Southwest corner; thence with his line, North 50° East 16 poles to a stake on the South margin of a new street; thence With said street, North 65° East 8 poles to a stake; thence crossing said road, North 43° West 2 poles to L. L. Black's Southwest corner; thence with his lines, North 43° West 400 feet, North 34° East 140 feet; North 43° East 85 feet; East 56 feet; North 64° East 32 feet; North 33° East 105 feet to a stake on the South margin of a new street, the same being L. L. Black's Northeast corner; thence running with the West margin of said street, North 30° West 132 feet to a stake in S. L. Teague's line, known also as the C. P. West line; thence with said line, South 77° West 116 feet to a pine; thence continuing with said line, South 75° 15' West 623 feet to a stake and white oak pointer, the northwest corner of what is known as the J. B. Lotspeich tract and in the line of the Pickens' heirs tract; thence with the said line, North 2° 20' East 636 feet to the Beginning, containing 66 acres, more or less.

Second Piece: Being Lots 25, 26 and 27 of Block A of the Rutherford Hyatt and Reagan subdivision as recorded in Plat Book No. 2, page 151, of Book of Plats in the office of the Register of Deeds for Buncombe County, North Carolina, and more particularly described as follows:

Beginning on L. L. Black's Northeast corner on the Southern margin of a new street, and runs with margin of said street as follows: South 39° 20' East 158.7 feet, South 77° 30' East 266.5 feet to the Northwest corner of Frank Carter's lot; thence with his line, South 13° 45' East 177 feet to the common corner of Lots 10 and 11; thence South 88° 35' West 237.7 feet to a common corner of Lots 6 and 7; thence South 74° West 138 feet to a common corner of Lots 4 and 5, being also L. L. Black's corner; thence with his line, North 4° 30' West 396 feet to the Beginning, containing two acres, more or less.

Less and Except all that property conveyed to Herbert P and Genevieve Bradburn Meadows from the Town of Weaverville, in a deed dated February 17, 1975, recorded February 25, 1975, in Book 1115 Page 579.

Also Less and Except all that property conveyed to D. Michael Ward and mary C. Ward from Town of Weaverville, dated September 5, 2013, recorded September 17, 2013, in Book 5145 Page 875.

Parcel ID #9732-85-4316-00000

This being the same property conveyed to The Town of Weaverville, a municipal corporation from William R. Buckner and wife, Atlas Buckner and Stanley Buckner and wife, Melba R. Nanney Buckner, in a deed dated November 02, 1945 and recorded November 12, 1945, in Book 596 Page 139.

Property Commonly Known As: 0 Parcel ID: 9732-85-4316-00000, Weaverville, NC 28787
County of Buncombe

LEGAL DESCRIPTION OF 100' X 100' LEASEHOLD PARCEL

ALL THAT CERTAIN LEASE AREA, SITUATE, LYING AND BEING IN BUNCOMBE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 925 AT PAGE 597 OF THE BUNCOMBE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE FOUND, BEING A COMMON CORNER OF THE PARCELS DESCRIBED IN DEED BOOK 925 PAGE 597 AND DEED BOOK 5501 PAGE 1714, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,466.36', AND EASTING = 938,607.77'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 83°37'31" WEST A DISTANCE OF 401.53 FEET TO A POINT ON THE EASTERN CORNER OF THE HEREIN DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,510.94', AND EASTING = 938,208.72'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 32°26'43" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 57°33'17" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 32°26'43" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 57°33'17" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA PARCEL CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT

ALL THAT CERTAIN EASEMENT AREA, SITUATE, LYING AND BEING IN BUNCOMBE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 925 AT PAGE 597 OF THE BUNCOMBE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

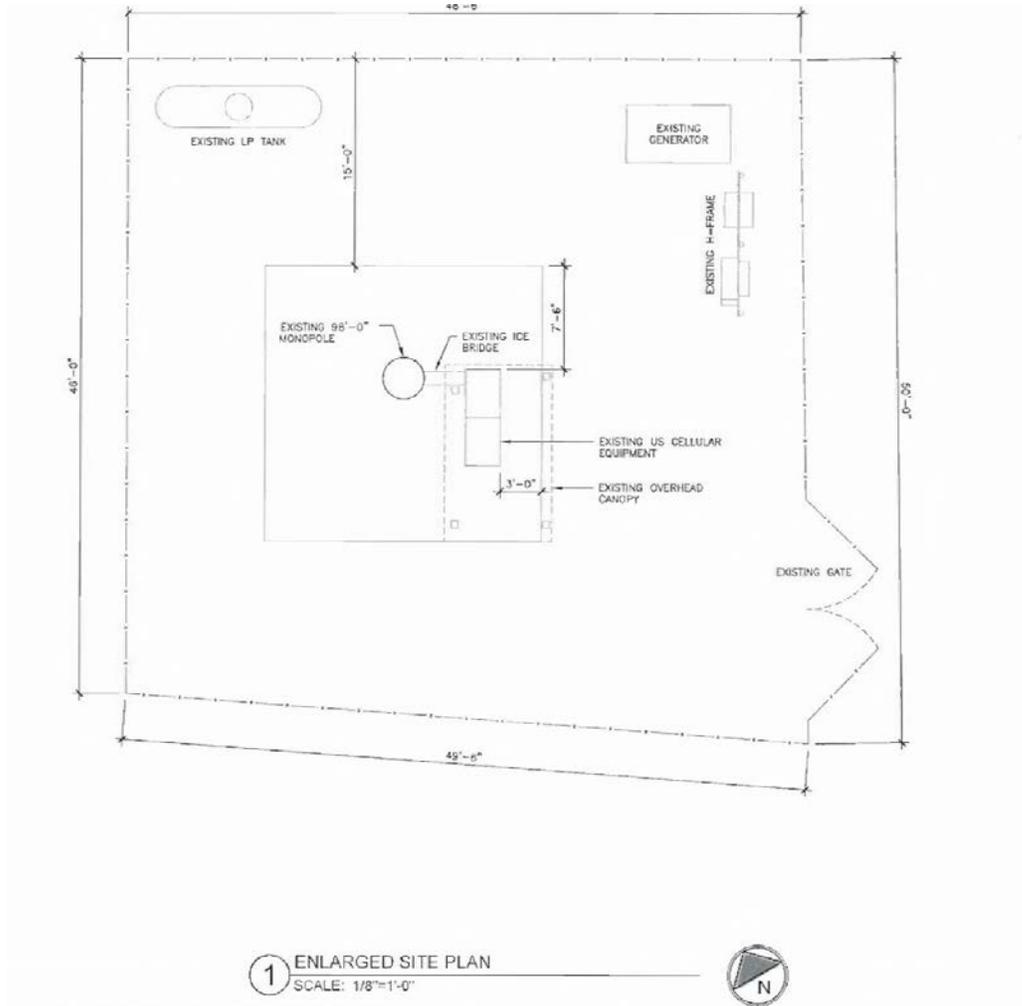
COMMENCING AT AN EXISTING IRON PIPE FOUND, BEING A COMMON CORNER OF THE PARCELS DESCRIBED IN DEED BOOK 925 PAGE 597 AND DEED BOOK 5501 PAGE 1714, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,466.36', AND EASTING = 938,607.77'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°28'35" WEST A DISTANCE OF 429.90 FEET TO A POINT ON THE NORTHERN CORNER OF THE HEREIN DESCRIBED 20' ACCESS AND UTILITY EASEMENT AND THE SOUTHEASTERN LIMITS OF THE AFORE DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 725,462.43'; AND EASTING = 938,177.88'; THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID LIMITS, SOUTH 23°09'49" EAST A DISTANCE OF 34.21 FEET TO A POINT; THENCE SOUTH 07°26'46" EAST A DISTANCE OF 61.34 FEET TO A POINT; THENCE SOUTH 16°51'23" EAST A DISTANCE OF 76.78 FEET TO A POINT; THENCE SOUTH 31°30'28" EAST A DISTANCE OF 114.05 FEET TO A POINT; THENCE SOUTH 48°16'32" EAST A DISTANCE OF 214.61 FEET TO A POINT; THENCE SOUTH 40°56'56" EAST A DISTANCE OF 63.56 FEET TO A POINT; THENCE SOUTH 27°07'15" EAST A

DISTANCE OF 38.94 FEET TO A POINT; THENCE SOUTH 07°27'10" WEST A DISTANCE OF 39.32 FEET TO A POINT; THENCE SOUTH 52°27'02" WEST A DISTANCE OF 34.17 FEET TO A POINT; THENCE SOUTH 80°36'21" WEST A DISTANCE OF 39.17 FEET TO A POINT; THENCE NORTH 88°24'22" WEST A DISTANCE OF 43.57 FEET TO A POINT; THENCE NORTH 69°04'12" WEST A DISTANCE OF 106.89 FEET TO A POINT; THENCE SOUTH 59°52'49" WEST A DISTANCE OF 16.99 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY OF QUARRY ROAD; THENCE, WITH SAID RIGHT OF WAY, NORTH 64°23'33" WEST A DISTANCE OF 4.15 FEET TO A POINT; THENCE, CONTINUING WITH SAID RIGHT OF WAY, NORTH 70°04'10" WEST A DISTANCE OF 21.61 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, NORTH 59°52'49" EAST A DISTANCE OF 42.76 FEET TO A POINT; THENCE SOUTH 69°04'12" EAST A DISTANCE OF 113.04 FEET TO A POINT; THENCE SOUTH 88°24'22" EAST A DISTANCE OF 38.24 FEET TO A POINT; THENCE NORTH 80°36'21" EAST A DISTANCE OF 32.23 FEET TO A POINT; THENCE NORTH 52°27'02" EAST A DISTANCE OF 20.87 FEET TO A POINT; THENCE NORTH 07°27'10" EAST A DISTANCE OF 24.81 FEET TO A POINT; THENCE NORTH 27°07'15" WEST A DISTANCE OF 30.29 FEET TO A POINT; THENCE NORTH 40°56'56" WEST A DISTANCE OF 59.85 FEET TO A POINT; THENCE NORTH 48°16'52" WEST A DISTANCE OF 216.28 FEET TO A POINT; THENCE NORTH 31°30'28" WEST A DISTANCE OF 119.57 FEET TO A POINT; THENCE NORTH 16°51'23" WEST A DISTANCE OF 81.00 FEET TO A POINT; THENCE NORTH 07°26'46" WEST A DISTANCE OF 60.23 FEET TO A POINT; THENCE NORTH 23°09'49" WEST A DISTANCE OF 17.75 FEET TO A POINT ON THE SOUTHEASTERN RIGHT OF WAY OF THE AFORE DESCRIBED 100' X 100' LEASE AREA; THENCE, WITH SAID LIMITS, NORTH 32°26'43" EAST A DISTANCE OF 24.24 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA PARCEL CONTAINING 93,227 SQUARE FEET OR 2.14 ACRES MORE OR LESS.

Exhibit B

Site Plan



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 19, 2019
Subject: Budget Amendment - Re-appropriations from FY19
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

The 2018-2019 Budget contained several items that were received and/or budgeted in Fiscal Year 2018-2019, but need to carryforward to Fiscal Year 2019-2020. These amounts reverted to General Fund Balance at 6/30/19, and must be re-appropriated in order to be spent in the current Fiscal Year.

Town Council is asked to approve a budget amendment to add the following expenditure items to the 2019-2020 Budget:

Admin Department

010-410-412-35100 (Building Repairs/Maintenance) \$21,900

Police Department

010-430-431-26450 (ABC Law Enforcement) \$1,647.87

010-430-431-26400 (Alcohol Ed & Prevention) \$1,939.35

010-430-431-26608 (Cops for Kids) \$9,607.10

Fire Department

010-430-434-26600 (Contributory Expense) \$644.15

010-430-434-50100 (Small Equipment) \$38,137.89

Streets

010-450-451-50300 (Capital Improvements) \$79,000

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

**Budget Amendment
Town of Weaverville**

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-410-412-35100	Admin – Building Repairs/Maint	\$21,900.00
010-430-431-26450	Police – ABC Law Enforcement	\$1,647.87
010-430-431-26400	Police – Alcohol Ed & Prevention	\$1,939.35
010-430-431-26608	Police - Cops for Kids	\$9,607.10
010-430-434-26600	Fire - Contributory Expense	\$644.15
010-430-434-50100	Fire – Small Equipment	\$38,137.89
010-450-451-50300	Streets – Capital Improvements	\$79,000.00

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-310-09900	Appropriated Fund Balance	\$152,876.36

Justification: Please provide a brief justification for this budget amendment.
Re-appropriations from FY19 Budget to FY20 Budget for: Unfinished building repairs at Town Hall, unfinished street paving, ABC Distributions received late in the year, Cops for Kids carryover, FEMA reimbursement to Fire Dept received late in the year.

Authorized by Finance Officer	Date
Authorized by Town Manager	Date
Authorized by Town Council (if applicable)	Date

Budget Ordinance Section 7:

- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
- C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
- D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
- E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, August 19, 2019
Subject: Employee Suggestion/Incentive Award
Presenter: Selena Coffey, Town Manager
Attachments: Employee Suggestion Incentive Form

Description:

Town Council approved \$10,000 in the current, fiscal year 2019-2020 budget for the implementation of a new employee suggestion incentive program. The program guidelines were approved in February 2019. Attached you will find the second submission for this program, which includes the Town Manager's recommendation.

Action Requested:

The program guidelines require that Town Council approve any incentive paid to employees. Therefore, the Town Manager recommends approval of the attached incentive.



**EMPLOYEE SUGGESTION INCENTIVE PROGRAM
TOWN OF WEAVERVILLE**

Name James Eller	Date 8/12/2019
Job Title Planning Officer	Department Administration/Planning
Present Method: <p>The last comprehensive land use plan was completed by an external consultant, Benchmark, and cost the Town approximately \$33,000. Staff requested and received another proposal in 2016, which totaled approximately \$45,000. Last Spring staff requested a proposal from Land of Sky Regional Council and they proposed charging the Town approximately \$20,000.</p>	
Proposed Method / Cost Savings/ Improvement: <p>In Fall of 2018, Town Council approved allowing staff to complete the Comprehensive Land Use Plan (CLUP) in-house instead of using a consultant. Planning Officer James Eller and Town Attorney Jennifer Jackson led this project, which spanned approximately 8 months and was approved by the Planning and Zoning Board initially, with final approval by Town Council in July 2019. The CLUP is now being implemented.</p>	

TOWN MANAGER REVIEW		<input checked="" type="checkbox"/> Award Recommended	<input type="checkbox"/> Award Not Recommended
Amount (n/a if not recommended)	\$ 1,000.00		
Comments: <p>Town staff did an excellent job in developing the Comprehensive Land Use Plan and I feel strongly that they should receive an incentive award for this project.</p>			
Town Manager Signature			Date 8/13/2019

TOWN COUNCIL REVIEW		<input type="checkbox"/> Award Approved	<input type="checkbox"/> Award Not Approved
Amount (n/a if not approved)	\$		
Mayor Signature			Date

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, August 19, 2019
Subject: 108 Church Street Major Subdivision Preliminary Plat
Presenter: Planning Director
Attachments: Recommendation of the Planning and Zoning Board; 108 Church Street Preliminary Plat

Description:

On Tuesday, August 6, 2019 the Planning and Zoning Board reviewed the attached preliminary plat as required by ordinance and passed along a unanimous recommendation that said plat be approved by Town Council.

Action Requested:

Staff is requesting the approval of the aforementioned major subdivision and has found in conjunction with the Planning and Zoning Board that the proposed subdivision is in accordance with the ordinances of the Town.

NOTES

- * THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- * THIS PROPERTY MAY BE SUBJECT TO ALL RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS, HEREDITARY INTERESTS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED, NOT SHOWN HEREON.
- * THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.
- * ADJOINING PROPERTY OWNERS' INFORMATION OBTAINED FROM THE BUNCOMBE COUNTY GIS WEBSITE AND DOCUMENTS OF RECORD.
- * NO UNDERGROUND UTILITIES WERE LOCATED. CALL 1-800-632-4949 BEFORE DIGGING.
- * THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 3706972000, EFFECTIVE DATE JANUARY 6, 2010).
- * ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- * NO NCGS MONUMENT FOUND WITHIN 2000' OF PROPERTY.
- * VERTICAL DATUM ESTABLISHED BY GPS BASED ON NAD 83, NAVD 83.
- * ALL EXISTING STRUCTURES ARE TO BE DEMOLISHED BEFORE CONSTRUCTION BEGINS.
- * ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- * SETBACKS - 30' FRONT, 10' SIDES AND BACK.
- * AVERAGE NATURAL GRADE 19.6%
- * THIS PROPERTY IS ZONED 'R-1'
- * TOTAL NUMBER OF LOTS - 5.

- 9732-98-4717 DIANA L LIGHT DEED BOOK 2211 PAGE 697
- 9732-98-0892 ALFRED FULTON WEAVER III DEED PAGE 661
- 9732-98-1594 WILLIAM K & LINDA L OSTEN DEED BOOK 1117 PAGE 111
- 9732-98-5194 WILLIAM K PONDER DEED BOOK 1148 PLAT BOOK 21 PAGE 9
- 9732-98-5972 LINDA CANNON DEED BOOK 1704 PLAT BOOK 21 PAGE 9
- 9732-98-7225 GEORGIA ANN DEWITT E & GEORGIA ANN DEED BOOK 4893 PAGE 62
- 9732-98-5766 STEVE J FRANKLIN DEED BOOK 1406 PAGE 461
- 9732-98-0900 LAWRENCE K BROWN DEED BOOK 4976 PLAT BOOK 21 PAGE 9
- 9732-98-9331 MICHAEL KEVIN & DONALD TERRY BURNETTE DEED BOOK 5374 PLAT BOOK 143 PAGE 162

LINE	LENGTH	BEARING
L1	6.91	S06°06'43"W
L2	43.54	N85°43'04"W
L3	48.83	N80°45'52"W
L4	8.59	S74°32'55"W
L5	53.06	S75°11'11"W
L6	47.08	N86°41'49"W
L7	23.16	N86°41'49"W
L8	52.87	N85°01'17"W
L9	22.41	N82°30'49"W
L10	33.13	N82°30'49"W
L11	65.45	N83°23'32"W
L12	25.07	N73°20'56"W

LEGEND

- IRON FOUND (AS DESCRIBED)
- ⊕ #5 REBAR W/ CAP FOUND
- ⊕ 5/8" REBAR W/ CAP (SET)
- NAIL SET
- UNMARKED POINT
- BOUNDARY LINE
- OVERHEAD UTILITIES
- STORM WATER DRAINAGE
- SANITARY SEWER
- EASEMENT
- RIGHT OF WAY
- ADJOINER
- SETBACK
- UTILITY POLE
- LIGHT POLE

I, JOSEPH KANE, CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 4668, PAGE 384) USING TRADITIONAL FIELD PROCEDURES; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED BY DASHED LINES; AND DRAWN FROM INFORMATION FOUND IN AN UNRECORDED SURVEY REFERENCED ON PLAT; THAT THE RATIO OF PRECISION AS CALCULATED [(21 NCAC 56.1603)] IS 1:10,000 OR BETTER (CLASS A); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; FURTHERMORE, STATE PLANE COORDINATES FOR THIS SURVEY WERE OBTAINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY, AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

HORIZONTAL POSITIONAL ACCURACY: 0.03(2-SIGMA)
 TYPE OF GPS FIELD PROCEDURE: STATIC (POST-PROCESSED USING OPUS-RS)
 DATE OF GNSS FIELD SURVEY: 07/8/2015
 HORIZONTAL DATUM/EPOCH: NAD 83(2011)(EPOCH: 2010.0000)
 GEOD MODEL: GEOD12A
 LOCALIZATION POINT: NORTING: 728450.327' EASTING: 939533.181'
 UNITS: U.S. SURVEY FEET

I HEREBY ALSO CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:
 G.S. 47-30 (f)(1)(g). SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY THAT HAS AN ORDINANCE WHICH REGULATES PARCELS OF LAND
 WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL
 THIS DAY _____

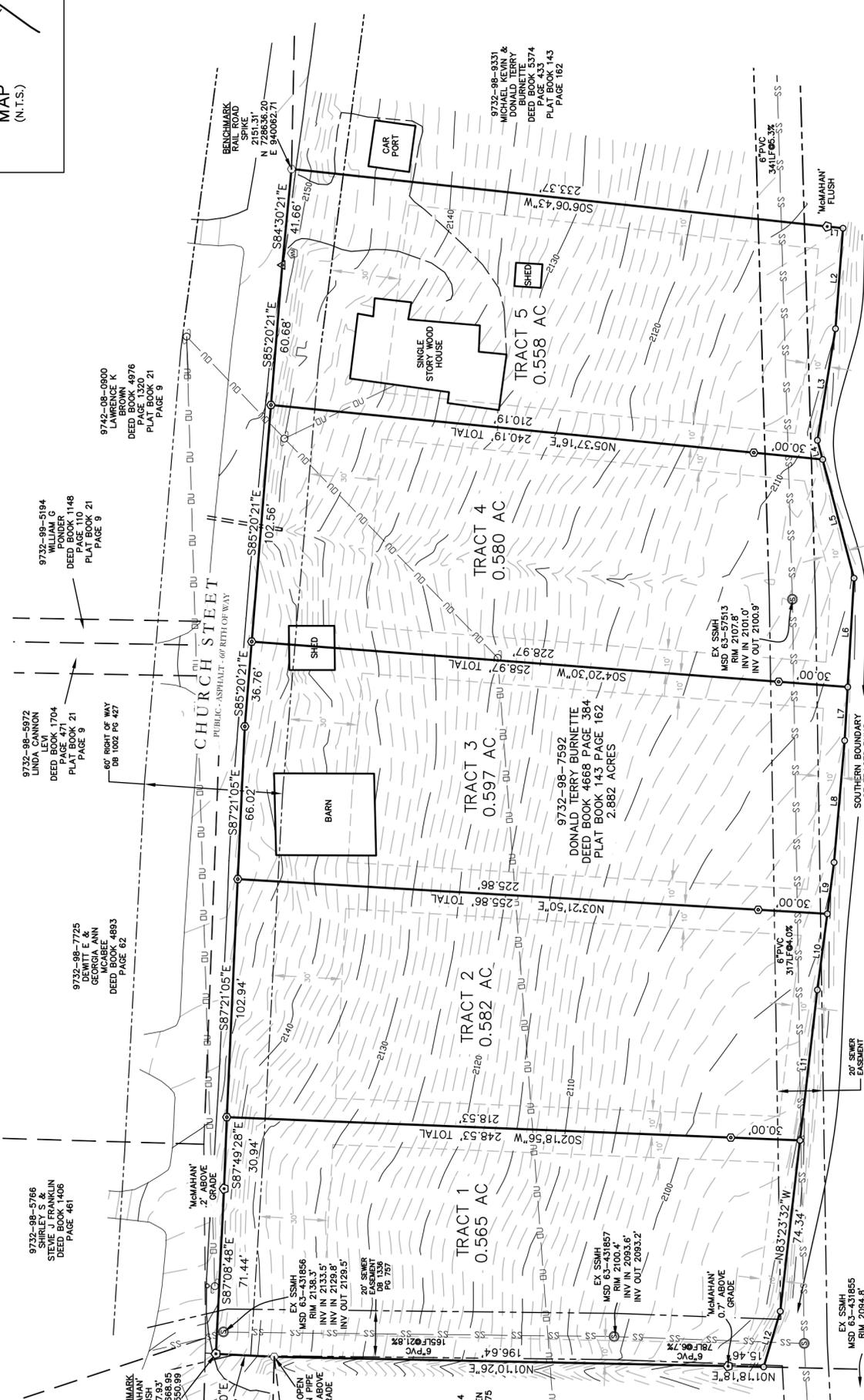
N.C. PROFESSIONAL LAND SURVEYOR
 L-5106

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEAVERVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS SHOWN ON THE PLAT TO PUBLIC OR PRIVATE USE AS NOTED ON THE PLAT, SUBJECT TO OFFICIAL ACCEPTANCE BY THE TOWN OF WEAVERVILLE.

DATE: _____ OWNER: _____ SUBDIVISION ADMINISTRATOR: _____

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS WILL BE INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF WEAVERVILLE'S SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION AND THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN THE AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF WEAVERVILLE HAVE BEEN RECEIVED AND THE FILING FEE FOR THIS PLAT, IN THE AMOUNT OF \$ _____ HAS BEEN PAID.

DATE: _____ SUBDIVISION ADMINISTRATOR: _____



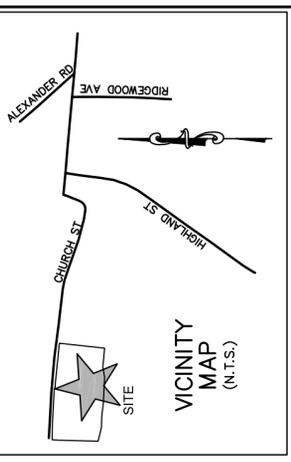
9732-98-9331 MICHAEL KEVIN & DONALD TERRY BURNETTE DEED BOOK 5374 PAGE 433 PLAT BOOK 143 PAGE 162



I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATION OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL OF WEAVERVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BUNCOMBE COUNTY.

TOWN MANAGE WEAVERVILLE, NORTH CAROLINA
 DATE: _____

**PRELIMINARY
 FOR REVIEW
 PURPOSES ONLY**



PROPOSED MAJOR
 SUBDIVISION

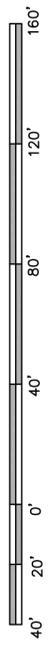
HOLCOMBE ESTATES

CURRENT OWNER:
 DONALD TERRY BURNETTE
 PIN: 9732-98-7592
 DEED BOOK 4668 PAGE 384
 PLAT BOOK 143 PAGE 162

ADDRESS: 108 CHRUCH ST
 ZONED R-1
 TOWN OF WEAVERVILLE
 BUNCOMBE COUNTY, NORTH CAROLINA

SCALE: 1" = 40'
 8/7/2019
JOSEPH KANE, P.L.S.
 JOB# 19156

COMPANY LICENSE # C-2806
 ED HOLMES AND ASSOCIATES LAND SURVEYORS, PA
 300 RIDGEFIELD CT., STE. 301, 28806
 P.O. BOX 17335, ASHEVILLE, NC 28816
 PHONE: (828) 225-6562





**Town of Weaverville
Planning and Zoning Board**

On Tuesday, August 6, 2019 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached major subdivision preliminary plat for the property commonly known as 108 Church Street.

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

Doug Theroux

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



Town Manager's Report

Selena D. Coffey, MPA, ICMA-CM

August 2019

- 1) **New Seal:** I have been working with a graphic designer to develop a new seal for the Town's use on letterhead, vehicles, etc. The former seal was a variation of the State's seal and several people, including some of Council, has indicated that it would be nice to have a seal that is more analogous to the Town. Below you will find photos of the old seal and the new seal. The new seal incorporates Town Hall, the Town clock, our mountains, downtown, Lake Louise and the mill wheel, our trails and our designation as a Tree City with the dogwood bloom.

Figure 2: Current Seal (Modified State Seal)



Figure 1: New Seal Concept



- 2) **Saturday Summer Series Concert Update:** The most recent concert in the Summer Series featured Zoe & Cloyd and our attendance was almost double from the last one! We had approximately 175 attendees and fantastic music and weather! Our final concert of the year will be on Saturday, September 14. Our residents and visitors have expressed much appreciation for the Town hosting these events.
- 3) **Dry Ridge Museum Move:** At the July meeting, Town Council asked that I work with the Dry Ridge Museum in finding space for artifacts at the time of their move from the library. I have since met with Jan Lawrence and we have worked out plans to store/display two of their larger display cases in the community room at Town Hall and other items in the small conference room beside the community room. This move is planned for August 27.

- 4) Street Improvements & Paving:** We have been able to extend our contract with our paving company to now begin work on the following streets:
- Florida Street, from Merchant Alley to Alabama Avenue
 - Georgia Avenue, from North Main Street to Alabama Avenue
 - North Street, from Grove Street to West Street
 - West Street, from South Main Street to North Street
 - Hamburg Drive, from Hamburg Mountain Road to Perrion Avenue
 - Wildwood Avenue, first 100 feet from North Main Street
 - Quarry Road
- 5) Community Center Update:** The committee appointed by Town Council at the July meeting has now met twice and the final drawings are being developed in order to put the project out to bid. I will continue to update Town Council as we move forward with this project.
- 6) Involvement with the Community Leadership Council TDA TMIP:** As Town Council is aware, I am continuing active involvement with the Community Leadership Council (CLC) and participation in the development of the Buncombe Tourism Management and Investment Plan (TMIP). I also sent out the survey for Weaverville residents to complete last week. We have several public input sessions coming up as follows:
- Thursday, August 15, 12pm-2pm at US Cellular Center
 - Thursday, August 15, 6pm-8pm at Arthur R. Edington Center
 - Friday, August 16, 9am-11am at US Cellular Center
- 7) Recycling:** We have been notified that Curbside Recycling has increased their fee from Curbside has raised their rate from \$2.72 to \$2.78. As you're aware, none of this fee comes to the Town and our Budget Ordinance permits the Town to adjust it's bills to include any increase that they approve.
- 8) September Workshop:** As a reminder, Town Council will have a workshop on September 10 at 6pm at Town Hall. The tentative topic for this workshop allow Town Council to discuss streets/road policies.
- 9) 911 Observance:** As a reminder, the Town will host the 911 Observance on Wednesday, September 11 at Lake Louise Park.
- 10) Intern:** In collaboration with North Buncombe High School, we will have an intern for the upcoming school semester. She will be working in all areas of Town government.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019
SUBJECT: Update on Greenway Project
PRESENTER: Doug Dearth
ATTACHMENTS: Buncombe County News Item
Greenway Agreement with MSD

DESCRIPTION/SUMMARY OF REQUEST:

Doug Dearth has been working with Buncombe County staff on the Reems Creek Greenways Project and will be at tonight's meeting to provide an update, including Buncombe County's recent action on the subject.

Certain of the sections of proposed greenway are to run within MSD sewer easements. The Public Works Director has been working with MSD to get an agreement in place that would allow this use, with said agreement being attached for Town Council's consideration.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve the Greenway Agreement with MSD and authorize the Mayor and staff to execute and deliver it to MSD.

[County News \(/countycenter/default.aspx\)](/countycenter/default.aspx)[Calendar \(/events-calendar.aspx\)](/events-calendar.aspx)[Site Index \(/governing/website-services/site-index.aspx\)](/governing/website-services/site-index.aspx)

I am Interested In... ▼

Greenway Go-Ahead: Commissioners Greenlight Reems Creek Greenway Funding



Buncombe County Recreation Services is leveraging outside funding for a vital stretch of greenway. The Board of Commissioners approved putting \$60,000 toward the Reems Creek greenway with the Town of Weaverville kicking in a matching \$60,000 and the NC DOT providing \$480,000 for the project.

Recreations Services Director Josh O'Conner said with the funding secured, work would begin on seeking qualified contractors to create the design for the greenway. The design phase is slated to take about 12 months.

More on the Reems Creek Greenway

The proposed greenway would connect the French Broad River to Weaverville and points east toward the Vance Birthplace and Beech Community with a southern spur along Merrimon Avenue to Woodfin and North Asheville. The 6.5-mile main corridor has three distinct sections: French Broad River to Weaverville; Weaverville to Beech Community; and Weaverville to Woodfin/North Asheville.

The proposed route will connect Weaverville to the French Broad River and build upon downtown Weaverville as a destination. On-road bicycle connections from Highway 251 to Weaverville are limited and this route would provide an alternative to busy roads. The connections to the downtown Nature Park in Weaverville and the Vance Birthplace have the potential to drive tourism use.

You can read more about Buncombe County greenways [here](https://www.buncombecounty.org/governing/depts/parks/greenways.aspx) (<https://www.buncombecounty.org/governing/depts/parks/greenways.aspx>).

Article Information

Posted on Thursday, August 8, 2019

Featured News

[Tree Damage at Alexander River Park \(news-detail.aspx?id=18094\)](#)

[Buncombe County Announces New Assistant County Managers \(news-detail.aspx?id=18036\)](#)

[Mountain Mobility Trailblazer Routes Remain Fare Free \(news-detail.aspx?id=18088\)](#)

[Volunteer Opportunity: Be a Local Leader \(news-detail.aspx?id=17737\)](#)

[Buncombe Launches Trailblazer Bus Finder Powered by Google Transit \(news-detail.aspx?id=17684\)](#)

Previous Article: [Board of Commissioners' Regular/Pre-Meeting Quick Links \(news-detail.aspx?id=18116\)](#)

Next Article: [Scam Alert: Exorbitant Bills for Freely Available Property Records \(news-detail.aspx?id=18118\)](#)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

GREENWAY AGREEMENT

THIS AGREEMENT, made and entered into this the ___ day of _____ 2019, by and between **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA**, a body corporate and politic, established pursuant to Article V of Chapter 162A of the North Carolina General Statutes, hereinafter referred to as “MSD”, and the **TOWN OF WEAVERVILLE**, a municipal corporation chartered under the laws of the State of North Carolina, hereinafter referred to as “Weaverville”;

WITNESSETH:

WHEREAS, consistent with the mission of the Connect Buncombe program, Weaverville adopted a Reems Creek Greenway Feasibility Study (“RCGFS”) that contemplates the construction of trails or routes for public recreation and environmental preservation through Weaverville’s corporate limits (“Greenways”);

WHEREAS, the Town is working with Buncombe County in the design phase of the Greenways with the exact route yet to be determined;

WHEREAS, Weaverville will seek to acquire easements to effectuate the Greenways as contemplated by the RCGFS, or subsequently adopted Greenway Master Plan (“GMP”), from the owners of the properties over which the Greenways will cross;

WHEREAS, MSD is the holder of easements for certain public sewer lines located in Buncombe County and Weaverville located within the Greenways contemplated by the RCGFS, hereinafter referred to as the “Sewer Easements”;

WHEREAS, the Sewer Easements contain restrictions on the land subject to said Sewer Easements preventing certain improvements and uses;

WHEREAS, the construction of the Greenways may be prohibited over the land subject to the Sewer Easements by the terms and conditions thereof; and

WHEREAS, Weaverville and MSD desire to enter into an agreement which would allow Weaverville to use the land encumbered and restricted by the Sewer Easements in connection with any Greenways that are constructed within the Town;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the MSD and Weaverville, for themselves, their successor or assigns, agree as follows.

1. MSD will permit Weaverville to construct Greenways over land subject to the Easement Agreements for the implementation of Greenways, consistent with the RCGFS or subsequently adopted GMP, within the Town of Weaverville according to the terms and conditions set forth herein.
2. Weaverville shall identify portions of the Sewer Easements to be used for the construction of Greenways. Once the easement portions are identified, Weaverville will discuss the use of the Sewer Easement with MSD.
3. Upon location approval by MSD, Weaverville shall seek to obtain easements from the owners of the affected properties. Any easement obtained under this paragraph shall be subject to the prior approval of MSD as to form and content.
4. Prior to constructing the Greenway, Weaverville shall prepare plans and specifications for the construction of the Greenway and shall submit the plans and specifications to MSD for approval.
5. Weaverville covenants and agrees that it will construct the Greenway in such a manner that it will not interfere with MSD's ability to access the sewer lines for operation, maintenance, repair or replacement. Prohibited uses of the Sewer Easements by Weaverville include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the Sewer Easements; the planting of trees within the Sewer Easements; the placing of additional fill in the permanent easements which would threaten the integrity of the line and placement of other utility lines within the permanent easements, without prior written approval by MSD
6. MSD may close the Greenway, or portions thereof, as necessary to operate, maintain, repair and replace the sewer system or any part thereof. MSD will give Weaverville a minimum of 48 hours' notice of any planned maintenance, repair or replacement of the sewer line, provided no such notice shall be required in the event of an emergency.
7. In the event it becomes necessary for MSD to access its sewer line, and in the course of so doing to remove the pavement or other surface within the Greenway, MSD shall only be responsible for replacing dirt and seeding the area with grass seed, if necessary. Weaverville shall at all times be responsible for repair and replacement of any pavement, gravel or other surface on the Greenway.
8. Weaverville shall pay for all costs and expenses relating in any way to the implementation, construction and maintenance of the Greenway, including any modifications to the MSD sewer system as may be deemed necessary by MSD, specifically including repair or relocation of the lines and obtaining new easements.
9. Weaverville covenants and agrees to indemnify and hold harmless MSD from any and all losses, including all costs, expenses, and other claims including attorney's fees, which MSD incurs due to any claims or injuries to person or property arising out of the design, construction or use of the Greenway. In the event a claim is made against MSD, MSD

shall within twenty (20) days of receipt of thereof, transmit the claim in writing to Weaverville.

10. All actions permitted or approvals required by MSD pursuant to this agreement shall be at MSD's sole and absolute discretion.

11. All notices shall be provided as follows.

To MSD:
Right of Way Manager
Metropolitan Sewerage District
2028 Riverside Drive
Asheville, NC 288804

To Weaverville:
Public Works Director
Town of Weaverville
15 Quarry Road
Weaverville, NC 28787

12. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MSD and Weaverville.

IN WITNESS WHEREOF, MSD and Weaverville have executed this Agreement as of the day and year first above written.

**METROPOLITAN SEWERAGE DISTRICT
OF BUNCOMBE COUNTY, NORTH CAROLINA**

By: _____
Chairman of the Board

ATTEST:

Secretary

(CORPORATE SEAL)

TOWN OF WEAVERVILLE

By: _____
Mayor

ATTEST:

Town Clerk

(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public for said State and County, certify that _____ personally came before me this day and acknowledged that ___he is _____ Secretary of **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY, NORTH CAROLINA**, a Public Body and Body Politic and Corporate, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board, sealed with its corporate seal, and attested by h___ as its Secretary.

WITNESS my hand and official stamp or seal, this ____ day of _____ 2019.

NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public for said State and County, certify that _____ personally came before me this day and acknowledged that ___he is the Town Clerk of the **TOWN OF WEAVERVILLE**, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by him as its Clerk.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019
SUBJECT: Update on Waterline Extension Project
PRESENTER: Town Manager/Public Works Director
ATTACHMENTS: Timeline and Action Steps
Proposed Resolution Approving the Plans and Specifications for the Waterline Extension Project

DESCRIPTION/SUMMARY OF REQUEST:

While the Waterline Extension Project has not been regularly discussed during Town Council’s meeting, much has been done behind the scenes to keep this project moving forward. Staff will be at tonight’s meeting to give the Mayor and Town Council a brief update and forecast the remaining steps in the project. Due to the USDA financing that the Town has received these steps are closely monitored. A more thorough summary of the timeline and action steps is attached, although the details on the interim financing and project closeout with USDA have not yet been provided.

The next action that is requested of Town Council is approval of the plans and specifications for the waterline extension project. These plans and specifications are quite lengthy as they cover the detailed engineering of approximately 3 miles of waterline. While not provided with this agenda item due to length, they are available for review at Town Hall. A draft resolution is attached for Town Council’s consideration to approve these plans and specifications.

COUNCIL ACTION REQUESTED:

Town Council is asked to adopt the attached Resolution Approving the Plans/Specifications for the Waterline Extension Project.

**TOWN OF WEAVERVILLE
RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS OF
THE WATERLINE EXTENSION PROJECT**

WHEREAS, the Town of Weaverville has undertaken a Waterline Extension Project that includes the construction of water main lines beginning at the existing water main at the north end of Clarks Chapel Road and running along Clarks Chapel Road and Ollie Weaver Road in order to connect with the existing water main on Monticello Road (“Waterline Extension Project”); and

WHEREAS, the Town of Weaverville has requested and been approved for USDA loan assistance for the project; and

WHEREAS, the Town has contracted with WR-Martin to provide professional engineering services on the Waterline Extension Project and WR Martin has conducted the engineering and produced a set of plans and specifications for the construction of the waterline; and

WHEREAS, the Town wishes to approve the plans and specifications for the Waterline Extension Project and authorize the release of them for review by permitting agencies and USDA;

NOW, THEREFORE BE IT RESOLVED, that the Weaverville Town Council hereby approves the Preliminary Plans and Specifications dated August 2019 for the Waterline Extension Project and authorizes the release of such for review by the permitting agencies, including NCDEQ-Water Resources, NCDEQ-Land Quality, NCDOT, USACE, and Buncombe County, and USDA.

ADOPTED this the 19th day of August, 2019.

ALLAN P. ROOT, Mayor

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
WATER SYSTEM IMPROVEMENT PROJECTS
TIMELINE AND ACTION ITEM CHECKLIST**

	Date	Description	Party
<input checked="" type="checkbox"/>	1/10/2017	Workshop on Town's Water System	Town Council
<input checked="" type="checkbox"/>	1/23/2017	Approval of Engineering Services Proposal from McGill on Water Study	Town Council
<input checked="" type="checkbox"/>	2/27/2017	Update on Water Capacity and Temporary Moratorium on Water Allocations	Town Council
<input checked="" type="checkbox"/>		Town staff assembled and provided information and data to McGill for Report	Town Staff
<input checked="" type="checkbox"/>	8/1/2017	Town Manager in conversations with WR Martin regarding water system development fees	Town Staff
<input checked="" type="checkbox"/>	8/8/2017	Town staff meeting to discuss progress on McGill Report	Town Staff
<input checked="" type="checkbox"/>	9/12/2017	Town staff meeting with WR Martin regarding engineering report	Town Staff
<input checked="" type="checkbox"/>	9/12/2017	Workshop on Town's Water System; Presentation by McGill	Town Council Engineer
<input checked="" type="checkbox"/>	9/18/2017	Town lifts moratorium on outside water allocations	Town Council
<input type="checkbox"/>	9/18/2017	Town discussion of water system development fees	Town Council
<input checked="" type="checkbox"/>	9/25/2017	McGill Final Professional Engineering Report Provided	Engineer
	10/2/2017	Town staff meeting with WR Martin	Town Staff
<input checked="" type="checkbox"/>	10/12/2017	Workshop with WR Martin to review McGill Professional Engineering Report and discuss other needed studies	Town Council Engineer
<input checked="" type="checkbox"/>	10/16/2017	Approved contract with WR Martin on System Development Fees Analysis	Town Council
<input checked="" type="checkbox"/>	11/3/2017	WR Martin provides proposal on professional engineering report on water system improvement	Engineer
<input checked="" type="checkbox"/>	1/22/2018	Approval of a consulting agreement with WR Martin regarding Water System Improvements	Town Council
	4/16/2018	WR Martin provides Professional Engineering Report	Engineer
<input checked="" type="checkbox"/>	4/16/2018	Actions regarding Water System Development Fees	Town Council
<input checked="" type="checkbox"/>	5/15/2018	WR Martin Report on Water System Development Fees	Engineer
<input checked="" type="checkbox"/>	6/4/2018	Workshop on Budget including Water System Develop Fees	Town Council Engineer
<input checked="" type="checkbox"/>	6/18/2018	Adoption of Water System Development Fees	Town Council
<input checked="" type="checkbox"/>	7/16/2018	Presentation of WR Martin Recommendations regarding Water System	Engineer
<input checked="" type="checkbox"/>	7/24/2018	Workshop on Water System - Authorization to proceed with USDA loan/grant application on waterline extension project as Phase I of Water System Improvements	Town Council Engineer
<input checked="" type="checkbox"/>	7/31/2018	WR Martin updates Professional Engineering Report per USDA	Engineer
<input checked="" type="checkbox"/>	8/7/2018	Request for Qualifications on Water System Improvements	Town Staff
<input checked="" type="checkbox"/>	8/15/2018	Review of Submitting Engineers' Qualifications and Staff Recommendation	Town Staff
<input checked="" type="checkbox"/>	8/20/2018	Adoption of Reimbursement Resolution on Waterline Extension Project	Town Council
<input checked="" type="checkbox"/>	8/20/2018	Adoption of Resolution Declaring Intent to Apply for USDA Financing on Waterline Extension Project	Town Council
<input checked="" type="checkbox"/>	8/20/2019	Selected and awarded Engineering Services Contract to WR Martin	Town Council

**TOWN OF WEAVERVILLE
WATER SYSTEM IMPROVEMENT PROJECTS
TIMELINE AND ACTION ITEM CHECKLIST**

	Date	Description	Party
<input checked="" type="checkbox"/>	9/1/2018	Town staff and WR Martin putting together USDA loan application materials	Town Staff Engineer
<input checked="" type="checkbox"/>	9/17/2018	Public Information and Input Session on Waterline Extension Project and Intent to Apply for USDA-RD Financing	Town Council
<input checked="" type="checkbox"/>	9/27/2018	USDA Financing Application Submitted	Town Staff
<input checked="" type="checkbox"/>	10/3/2018	USDA Request for Supplemental information	Town Staff
<input checked="" type="checkbox"/>	10/7/2018	Attorney Opinion	Attorney
<input checked="" type="checkbox"/>	10/11/2018	Selection and Contract with Bond Counsel	Town Staff
<input checked="" type="checkbox"/>	10/15/2018	Required USDA Legal Services Agreement	Mayor
<input checked="" type="checkbox"/>	10/16/2018	Clerk Certification of Minutes, Resolutions, and Officials	Clerk
<input checked="" type="checkbox"/>	10/17/2018	Supplemental Information to USDA Completed	Town Staff
<input checked="" type="checkbox"/>	12/21/2018	Town adopts USDA Loan Resolution and approves loan conditions	Town Council
<input checked="" type="checkbox"/>		Legal review and negotiation of Engineering Service Contract with WR Martin	Town Staff
<input checked="" type="checkbox"/>	2/25/2019	Approval of Engineering Services Contract with WR Martin	Town Council
<input checked="" type="checkbox"/>	2/25/2019	Adoption of Capital Project Ordinance	Town Council
<input checked="" type="checkbox"/>	4/4/2019	Survey of Waterline Extension Project area completed	Surveyor
<input checked="" type="checkbox"/>	5/8/2019	Preliminary engineering plans completed	Engineer
<input checked="" type="checkbox"/>	5/9/2019	Engineering plans reviewed by Town staff	Town Staff
<input checked="" type="checkbox"/>	6/17/2019	Site meeting with NCDOT representatives	Town Staff Engineer
<input checked="" type="checkbox"/>	7/15/2019	Review of plan set completed	Engineer
<input checked="" type="checkbox"/>	7/16/2019	Plan set reviewed by Town staff	Town Staff
<input checked="" type="checkbox"/>	7/30/2019	Final plans/specifications/contract documents completed	Engineer
<input checked="" type="checkbox"/>	8/14/2019	Plans/specifications/contract documents submitted to NCDEQ-Water Resources, NCDEQ-Land Quality, NCDOT, USACE, Buncombe County, for permit review	Engineer
<input type="checkbox"/>	8/19/2019	Town Council resolution approving plans/specification	Town Council
<input type="checkbox"/>	8/20/2019	Water System rules/regulations/rates to USDA	Town Staff
<input type="checkbox"/>		Submission of plans/specifications/contract documents to USDA for pre-bid review	Engineer
<input type="checkbox"/>		List and copies of required permits (including highway, railroad, utility encroachments) to USDA	Engineer
<input type="checkbox"/>		Title searches on all properties requiring easements	Attorney
<input type="checkbox"/>		Preparation of temporary construction easements for all properties impacted	Attorney
<input type="checkbox"/>		Opinion of Counsel Relative to Rights-of-Way to USDA	Attorney
<input type="checkbox"/>		USDA to Request Loan Closing Instructions	USDA
<input type="checkbox"/>		Initiate application with LGC for issuing Bond Anticipation Notes for Revenue Bonds	Town
<input type="checkbox"/>			
<input type="checkbox"/>		Loan Closing Instructions provided to Town	USDA
<input type="checkbox"/>		Authorization to Bid provided to Town and Engineer	USDA
<input type="checkbox"/>		Authorization to Bid	Town Council
<input type="checkbox"/>		Town to decide whether to secure interim financing	Town Council

**TOWN OF WEAVERVILLE
WATER SYSTEM IMPROVEMENT PROJECTS
TIMELINE AND ACTION ITEM CHECKLIST**

	Date	Description	Party
<input type="checkbox"/>		Town to seek bids on interim financing	Town Staff
<input type="checkbox"/>		Town to apply for LGC approval on interim financing	Bond Attorney
<input type="checkbox"/>		Town Council awards interim financing	Town Council
<input type="checkbox"/>		Obtain Interim Financing	Town, LGC, Bond Attorney
<input type="checkbox"/>		Set Bid Opening Date and Publish Notice of Bid Documents	Engineer
<input type="checkbox"/>		Conduct Pre-Bid Conference	Town Staff Engineer
<input type="checkbox"/>		Bids Opened and Tabulated	Town Staff Engineer
<input type="checkbox"/>		Certified Bid Tabulation, Low Bidder Bid Package, Engineer's Recommendation provided to USDA for concurrence	Engineer
<input type="checkbox"/>		Town awards bid and approves Construction Contract Documents	Town Council
<input type="checkbox"/>		Final Capital Budget prepared and submitted to LGC with copy to USDA	Town Staff
<input type="checkbox"/>		Certification Concerning Insurance and Fidelity Bond Coverage to USDA	Town Staff
<input type="checkbox"/>		Letter Informing Interim Lender of USDA's Commitment to Provide Permanent Financing	USDA
<input type="checkbox"/>		Compliance Review	USDA
<input type="checkbox"/>		Executed Construction Contract Documents provided to USDA	Town Staff
<input type="checkbox"/>		Preconstruction Conference Date Set	Town Staff Engineer Contractor
<input type="checkbox"/>		Preconstruction Conference Held, Notice to Proceed Issued	Engineer
<input type="checkbox"/>		Construction with Inspections	Contractor Engineer Town Staff
<input type="checkbox"/>		Notice to USDA and LGC as Construction nears substantial completion	Town Staff
		LGC hearing and approval	Bond Attorney
<input type="checkbox"/>		Detailed loan closing instructions	USDA
<input type="checkbox"/>		Substantial completion of the project	
<input type="checkbox"/>		Revenue Bonds issued and project-related Town expenditures reimbursed and interim financing paid off	USDA
<input type="checkbox"/>		Final completion of the project	

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019

SUBJECT: Code Amendment - Recreational Fishing Program at Lake Louise

PRESENTER: Town Manager/Public Works Director

ATTACHMENTS: Proposed Code Amendment

DESCRIPTION/SUMMARY OF REQUEST:

For many years the Town has maintained Lake Louise as a fishing lake. This recreational amenity is well used by the Town's residents and visitors.

NC Wildlife Resources Commission encourages and assists with improving public fishing access across the State of North Carolina. The NC Wildlife Resources Commission has stocked Lake Louise and permits limited keeping of fish caught. Staff has been in communication with the Commission concerning the construction/installation of a fishing pier in Lake Louise and the continued stocking of fish in the lake. Developments in this regard will be presented to Town Council in an upcoming meeting.

Fishing rules and procedures are established in Section 18-37 of the Town's Code of Ordinances. The Town Attorney recommends a minor amendment to that Code section to repeal the "catch and release" regulation and allow "catch and keep" subject to limits established by the NC Wildlife Resources Commission or the Town Manager, whichever is more restrictive. An Ordinance is attached for that purpose.

COUNCIL ACTION REQUESTED:

If Town Council wishes to allow "catch and keep" fishing at Lake Louise then approval of the attached Ordinance Amending Code Chapter 18 is recommended.

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE
CHAPTER 18 CONCERNING PARKS AND RECREATION**

WHEREAS, the Town of Weaverville, acting upon a unanimous vote of Town Council on March 19, 2018, adopted fishing rules and procedures as contained in Section 18-37 of the Town's Code of Ordinances;

WHEREAS, one of the rules that was adopted was a "catch and release" rule that requires all fish caught in Lake Louise to be released;

WHEREAS, the Town of Weaverville has entered into an agreement with the NC Wildlife Resources Commission to increase the fishing opportunities at Lake Louise;

WHEREAS, the Town of Weaverville now wishes to amend Section 18-37 of the Town's Code of Ordinances to allow "catch and keep" fishing consistent with NC Wildlife Resources Commission rules and regulations; and

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

1. Code Section 18-37 is hereby amended as follows, with deleted language shown with strike-throughs and add language shown as underlined:

Sec. 18-37. - Fishing rules and procedures.

(a) Individuals fishing in Lake Louise must follow all rules and procedures established by this chapter and the North Carolina Wildlife Resources Commission.

(b) In addition to any required state fishing license, anyone over the age of 16 must also have a fishing permit issued by the town.

(c) The town will issue resident and nonresident yearly permits and monthly permits at town hall during normal business hours. The fees for such permits shall be set on the schedule of fees adopted by town council, a copy of which is on file at town hall.

(d) There is a limit of one pole per person.

(e) ~~Lake Louise is a "catch and release" lake, therefore, all fish caught must be released back into the lake immediately upon catching. Care should be taken in removing fish from your line in order to preserve the life of the fish caught. Fishing is subject to such "catch and keep" limits as may, from time to time, be established by the NC Wildlife Resources Commission or the Weaverville Town Manager, whichever is more restrictive.~~

(f) Fishing is allowed only during daylight hours.

2. 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.

3. These amendments shall be effective immediately upon adoption and immediately codified.

ADOPTED THIS the 19th day of August, 2019, by a vote of __ in favor and __ against.

ALLAN P. ROOT, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

DEREK HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

DRAFT

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 19, 2019
SUBJECT: Town Parks – Preservation for Public Recreation Purposes
PRESENTER: Mayor
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The two major parks within the Town of Weaverville (Lake Louise Park and the Main Street Nature Park) are providing good opportunities for active and passive recreation within the Town. The Mayor would like to initiate a discussion about what, if any, action that the Town should take to permanently preserve these parks for public recreation purposes.

COUNCIL ACTION REQUESTED:

None Requested

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, August 19, 2019
Subject: Police Department Report for the Second Quarter of 2019
Presenter: Chief of Police Ron Davis
Attachments: Police Department Reports – Q2 2019

Description:

Attached you will find a report for police activities, crime reports (both old, Uniform Crime Reporting, UCR and new, National Incident Based Reporting System, NIBRS), and response times.

Action Requested:

None

WPD

Quarterly Report May-July 2019

- Activity- There were 3,134 calls for service/activities last quarter (minus Business & residential checks) vs. 2,973 for the same quarter last year, reflecting a 5.5% increase.
- Arrests- There were 61 arrests last quarter vs. 64 arrests in May-July of 2018, reflecting a 4.5% decrease.
- Accidents- There were 51 vehicle collisions with 11 injuries and 1 fatality this quarter, vs. 50 collisions with 13 injuries and 0 fatalities during the same quarter last year.

WPD

Quarterly Report May-July 2019

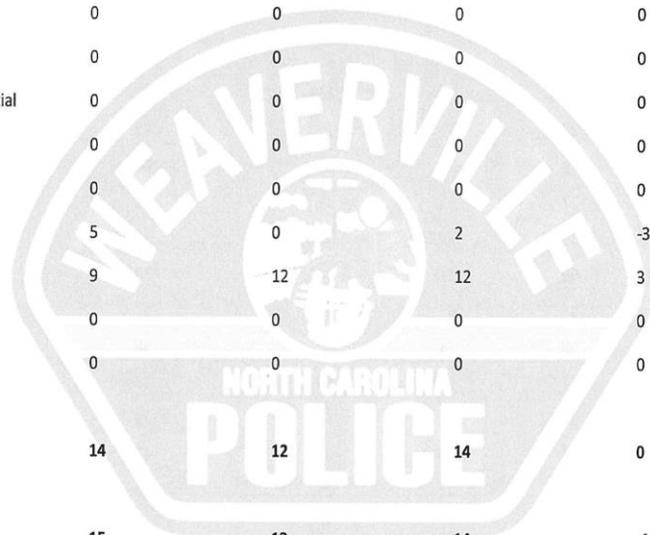
- New quarterly reports will reflect the National Incident Based Reporting System (NIBRS) reporting requirements.
- The old system, Uniform Crime Report (UCR) lacked detailed information and was not universally used by all agencies/states.
- Law enforcement agencies nationwide are transitioning to NIBRS with a deadline of Jan 2021.
- NIBRS combined with analytical software just added to the departments Records Management System (RMS) should make the data reported should be easier to interpret crime trends.
- Since categories and the way data is submitted to NIBRS had to change, a change in statistical information will be seen.

Old Format (page 1)

Part I Offenses

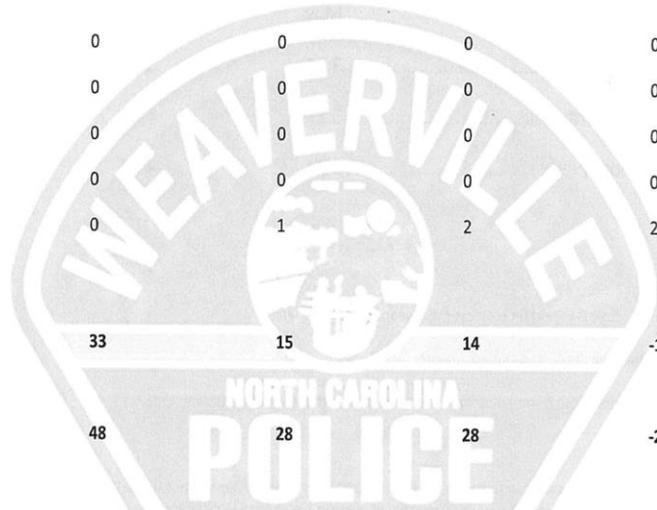
(May-July Comparison)

<u>Part I Offense</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>±/-</u>	<u>% Change</u>
Murder	0	0	0	0	0%
Rape	1	0	0	-1	-100%
Robbery (Commercial)	0	0	0	0	0%
Robbery (Individual)	0	0	0	0	0%
Assault	0	1	0	0	0%
Violent Total:	1	1	0	-1	-100%
Breaking & Entering	0	0	0	0	0%
Residential	0	0	0	0	0%
Non-Residential	0	0	0	0	0%
Commercial	0	0	0	0	0%
Other	0	0	0	0	0%
Shoplifting	5	0	2	-3	-60%
All Other Larceny	9	12	12	3	33%
Auto Theft	0	0	0	0	0%
Arson	0	0	0	0	0%
Property Total:	14	12	14	0	0%
Part I Total:	15	13	14	-1	-7%



Old Format (page 2)

Part II Offenses					
Part II Offense	(May-July Comparison)				
	May	June	July	=/-	% Change
Drug	25	12	10	-15	-60%
Assault Simple	2	1	0	-2	-100%
Forgery/ Counterfeit	2	0	1	-1	-50%
Fraud	3	1	0	-3	-100%
Embezzlement	0	0	0	0	0%
Stolen Property Incidents	0	0	1	1	100%
Vandalism/Damage to prop.	1	0	0	-1	-100%
Weapons Offenses	0	0	0	0	0%
Sexual Offense	0	0	0	0	0%
Gambling	0	0	0	0	0%
Kidnap	0	0	0	0	0%
D.W.I.	0	1	2	2	100%
Part II Total	33	15	14	-19	-58%
Incident Total:	48	28	28	-20	-42%



New Format (page 1)

Offenses Group A||Offenses Group B

Offenses - Group A - 05/01/2019 through 07/31/2019

- x

Offense	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
09A - Murder and Non-negligent Manslaughter	0	0	0	0.00%	▬▬▬
09B - Negligent Manslaughter	0	0	0	0.00%	▬▬▬
09C - Justifiable Homicide	0	0	0	0.00%	▬▬▬
100 - Kidnapping/Abduction	0	1	1	100.00%	↑
11A - Rape	0	1	1	100.00%	↑
11B - Sodomy	0	0	0	0.00%	▬▬▬
11C - Sexual Assault with an Object	0	0	0	0.00%	▬▬▬
11D - Fondling	0	0	0	0.00%	▬▬▬
120 - Robbery	1	0	-1	-100.00%	↓
13A - Aggravated Assault	0	1	1	100.00%	↑
13B - Simple Assault	2	3	1	50.00%	↑
13C - Intimidation	1	0	-1	-100.00%	↓
200 - Arson	0	0	0	0.00%	▬▬▬
210 - Extortion/Blackmail	0	0	0	0.00%	▬▬▬
220 - Burglary/Breaking & Entering	3	0	-3	-100.00%	↓
23A - Pocket-Picking	0	0	0	0.00%	▬▬▬
23B - Purse-Snatching	0	0	0	0.00%	▬▬▬
23C - Shoplifting	18	7	-11	-61.11%	↓

New Format (Page 2)

23D - Theft From Building	3	0	-3	-100.00%	
23E - Theft From Coin-Operated Machine or Device	0	0	0	0.00%	
23F - Theft From Motor Vehicle	5	0	-5	-100.00%	
23G - Theft of Motor Vehicle Parts or Accessories	1	0	-1	-100.00%	
23H - All Other Larceny	16	33	17	106.25%	
240 - Motor Vehicle Theft	2	1	-1	-50.00%	
250 - Counterfeiting/Forgery	7	3	-4	-57.14%	
26A - False Pretenses/Swindle/Confidence Game	4	2	-2	-50.00%	
26B - Credit Card/Automatic Teller Machine Fraud	3	1	-2	-66.67%	
26C - Impersonation	0	0	0	0.00%	
26D - Welfare Fraud	0	0	0	0.00%	
26E - Wire Fraud	0	0	0	0.00%	
26F - Identity Theft	0	1	1	100.00%	
26G - Hacking/Computer Invasion	0	0	0	0.00%	
270 - Embezzlement	4	0	-4	-100.00%	
280 - Stolen Property Offenses	7	0	-7	-100.00%	
290 - Destruction/Damage/Vandalism of Property	8	1	-7	-87.50%	
35A - Drug/Narcotic Violations	63	24	-39	-61.90%	
35B - Drug Equipment Violations	26	23	-3	-11.54%	
36A - Incest	0	0	0	0.00%	
36B - Statutory Rape	0	0	0	0.00%	

New Format (page 3)

370 - Pornography/Obscene Material	0	0	0	0.00%	
39A - Betting/Wagering	0	0	0	0.00%	
39B - Operating/Promoting/Assisting Gambling	0	0	0	0.00%	
39C - Gambling Equipment Violations	0	0	0	0.00%	
39D - Sports Tampering	0	0	0	0.00%	
40A - Prostitution	0	0	0	0.00%	
40B - Assisting or Promoting Prostitution	0	0	0	0.00%	
40C - Purchasing Prostitution	0	0	0	0.00%	
510 - Bribery	0	0	0	0.00%	
520 - Weapon Law Violations	0	0	0	0.00%	
64A - Human Trafficking - Commercial Sex Acts	0	0	0	0.00%	
64B - Human Trafficking - Involuntary Servitude	0	0	0	0.00%	
720 - Animal Cruelty	0	0	0	0.00%	
Totals	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
	174	104	-70	-40.23%	

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Offenses - Group B - 05/01/2019 through 07/31/2019

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Offense	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
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New Format (page 4)

90A - Bad Checks	0	1	1	100.00%	
90B - Curfew/Loitering/Vagrancy Violations	0	0	0	0.00%	
90C - Disorderly Conduct	3	0	-3	-100.00%	
90D - Driving Under the Influence	2	4	2	100.00%	
90E - Drunkenness	0	2	2	200.00%	
90F - Family Offenses, Nonviolent	1	0	-1	-100.00%	
90G - Liquor Law Violations	3	3	0	0.00%	
90H - Peeping Tom	0	0	0	0.00%	
90J - Trespass of Real Property	11	17	6	54.55%	
90Z - All Other Offenses	87	78	-9	-10.34%	
Totals	Previous Year/Same Range	Current Date Range	Difference	Percentage Difference	
	107	105	-2	-1.87%	

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May-July 2019 Response times

- *High Priority* Calls- Response to the is **urgent** (i.e. in progress, weapon calls etc.)
- *Average Priority* Calls- Response to the scene is necessary but **not urgent**.
- *Low priority* Calls- Action on this type of call is sometimes handled on the phone (i.e. someone just needs to speak to an officer) thus the there is a shorter response time.
- *High priority*- average **3.94** May-July 2019 vs.**2.66** May-July 2018.
- *Average priority*-average **4.10** May-July 2019 vs.**4.29** May-July 2018.
- *Low priority*- average **4.14** May-July 2019 vs.**3.28** May-July 2018.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 19, 2019
Subject: Quarterly Report-Fire Department
Presenter: Fire Chief
Attachments: Quarterly Report

Description:

Attached please find the quarterly report for the department

Council Action Requested:

No action needed.

Weaverville Fire Department Quarterly Report

May 1, 2019 – July 31, 2019

Total Calls For The Quarter -		506
Call Breakdown by Category –		
Fire		19
Overpressure, Rupture, Explosion, Overheat		1
Emergency Medical		301
Hazardous Condition		12
Service Calls		78
Good Intent Calls		71
False Alarms		24
Severe Weather		10
Average response Time for all Calls- 6:22		
<p>Responded to 76.37% of all calls within the 8 minute industry standard. <i>The calls that make up the remaining percentage were mutual aid to neighboring departments or calls where we would be requested to stage away until law enforcement determined the scene was safe to enter. This quarter included several responses to Coles Cove and the golf course community that increase the average response time.</i></p>		
Number of Overlapping Calls - 105		Percent of Overlapping Calls - 20.75%
Number of Calls Within Town Limits - 220		Number of Calls In NB District - 286
Automatic Aid Given – 27		Automatic Aid Received – 4
Total Fire Loss - \$111,400		Pre-incident Value - \$160,600
Percentage of Fire Loss - 69% (\$101,300 loss of garage and antique car)		



WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. May 2019, June 2019 and July 2019

SafeKids. Child Car Seat Installation.

May = 10 installations.

June = 8 installations

July = 8 installations.

Fire Prevention and Education Classes.

May 8th . – Show truck and educate class.(Weaverville Primary School) (25 kids)

May 17th . – Spring Fling. (Weaverville Primary) (Event rained out)

May 31st . Ladder Truck. Water feature. (Weaverville Elementary) (200 kids and a few teachers)

June 5th – 6th . Ladder Truck. Water feature. (North Windy Ridge School) (400 + kids, 2 teachers and Deputy Chief Harwood)

June 21st . Ladder Truck. Water feature. (Brookstone Church) (110 kids)

June 22nd . Truck set up in kids zone. (Music on Main) (200+ kids)

July 4th . Set up along side Weaverville PD. (Main Street at Rodney's Auto) (200+ kids)

Commercial Business Inspections.

May = 28 inspections.

June = 32 inspections.

July = 18 inspections.

Kile R. Davis

Fire Marshal

Weaverville Fire Department

kdavis@weavervillefd.org