

TOWN OF WEAVERVILLE

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

AGENDA

**September 16, 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. August 19, 2019 Town Council Regular Meeting Minutes	1	
4. General Public Comments		Mayor Root
5. Consent Agenda		Town Manager
A. Monthly Tax Report	5	
B. Tax Releases	7	
C. Ratification of Road Closure Ordinance: Art in Autumn	8	
D. Set Public Hearing on Rezoning of Merrimon Avenue Property for 10/21/19 at 7pm	10	
E. Set Public Hearing on Annexation Petition & Initial Consideration of Monticello Road Property for 10/21/19 at 7pm	30	
F. Budget Amendment – Pink Patch Project	42	
G. Approval of Temporary Construction Easements for Waterline Extension Project	44	
6. Town Manager’s Report		Town Manager
7. Discussion & Action Items		
A. Ratification of First Due Size Up Interlocal Agreement *	74	Town Manager
B. Update on Study of High-Density Single Family Residential Development*	78	Planning Director
C. Participation in Water Regionalization Feasibility Study*	85	Public Works Dir.
D. Quarterly Report: Public Works & Water	87	Public Works Dir.
8. 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 ...		
9. 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 Meeting
Monday, August 19, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, August 19, 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, Jeffrey 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, Police Chief Ron Davis, 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

Councilmember Sherrill made a motion to approve the agenda as presented. Councilmember McKenna seconded and all voted in favor of the motion.

3. Approval of Minutes

Vice Mayor Jackson made the motion to approve the minutes from July 15, 2019 Town Council Regular Meeting and August 6, 2019 Town Council Special-Called Meeting. Councilmember Sherrill seconded the motion and all voted in favor on the approval of the minutes.

4. Special Recognition: Doug Theroux

Mayor Root, on behalf of Town Council, presented a plaque in special recognition to Doug Theroux for his 10 years of dedicated service to the Town of Weaverville. Mr. Theroux was the Chairman of the Planning and Zoning Board for the last five years.

5. General Public Comment

Public comments were received as follows:

Louis Accornero, 50 Highland Pointe Drive, thanked Council for everything that they do and addressed some comments that were made on social media about a Town Council member. Mr. Accornero acknowledged that these comments were ridiculous and wrong, and that this individual has helped improve and grow the Town of Weaverville.

6. Consent Agenda

Councilmember Sherrill moved for the approval of the Consent Agenda. Councilmember Nagle seconded the motion and all voted unanimously to approve all action requested in the Consent Agenda.

A. Tax Collector Charge and Order of Collection – Approved Resolution Setting the Bond Amount for the Tax Collector and Adopting the Order of Collection for the 2019-2020 Tax Year

- B. Board Appointments** – *Appointed Rachael Bronson as an alternate member on the Planning and Zoning Board to serve a three-year term beginning in Sept. 2019; Reappointed Peter Stanz as a regular member of the Planning and Zoning Board to serve a three-year term beginning in Sept. 2019; Moved John Chase from an alternate member to a regular member on the Planning and Zoning Board with a term to expire in Sept. 2020; Reappointed Paul Clauhs as a regular member of the Board of Adjustment to serve a three-year term beginning in Sept. 2019; Reappointed Gene Knoefel as an alternate member on the Board of Adjustment to serve a three-year term beginning in Sept. 2019; and Reappointed Warren Alcorn to the ABC Board to serve a three-year term beginning in Sept. 2019 and designated Rob Chason as the ABC Board Chairman.*
- C. Annexation Petition and Initial Zoning Request for 0.3 Acre Strip on Monticello Road** – *Council adopted the Resolution Concerning the Annexation Petition and Initial Zoning submitted for the +/- 0.3 acre strip of land located along Monticello Road which directed the Town Clerk to investigate the sufficiency of the petition and the Planning and Zoning Board to review and make a recommendation on the request initial zoning of R-12..*
- D. Approval of US Cellular Tower Lease** – *Approved Resolution Declaring Its Intent to Authorize a Lease Under NCGS §160A-272*
- E. Budget Amendment: Re-appropriations** – *Approved Budget Amendment*
- F. Employee Incentive Award Recommendation** – *Approved the Employee Incentive Award Submission*
- G. Preliminary Plat Approval for 108 Church Street** – *Approved Preliminary Plat for 108 Church Street*

7. Town Manager’s Report

Town Manager Selena Coffey presented her Manager’s report to Council including that 1) she has been working with a graphic designer on developing a new seal for the Town and would like their feedback on it; 2) the Saturday Summer Series Concert held on August 10 featuring Zoe & Cloyd was a huge success. It was nearly double the last one with approximately 175 attendees. The final concert of the year will be on Saturday, September 14; 3) Dry Ridge Museum will be moving their artifacts into the Town Hall on August 27 and will display two large display cases in the community room; 4) the Town was able to extend the contract with the paving company so now some other streets on the list will be completed; 5) the Community Center committee appointed by Town Council has met twice and has final drawings being developed in order to put the project out to bid; 6) she is actively involved with the Community Leadership Council TDA TMIP and sent out surveys for Weaverville residents to complete last week. They also held several public input sessions on August 15 and 16; 7) Curbside Recycling has increased their fee from \$2.72 to \$2.78; 8) Town Council has a workshop on September 10 at 6pm at the Town Hall to discuss streets/road policies; 9) the Town will host the 911 Observance on Wednesday, September 11 at Lake Louise Park; 10) and lastly, in collaboration with North Buncombe High School, the Town of Weaverville will have an intern for the upcoming school semester.

8. Discussion and Action Items

A. Update on Greenway Project

Doug Dearth updated Town Council on the Reems Creek Greenway Project that he has been working on with Buncombe County staff. He noted that last year, Town Council approved the Interlocal Agreement with Buncombe County, which they approved in October 2018 to establish the partnership. The next steps were a Request for Proposal (RFP) was drafted in conjunction with the county and is in its final phase, and an agreement between Buncombe County and NCDOT was drafted and completed last month. Buncombe County has approved their budget amendment to provide funding, so the Town of Weaverville can submit their funds anytime. Before Town Council tonight for their approval is a Greenway Agreement with MSD that Public Works Director Dale Pennell established with MSD for approval of right-of-ways.

Councilmember Fitzsimmons made a motion to approve the Greenway Agreement with MSD and authorize the Mayor and staff to execute and deliver it to MSD. Councilmember McKenna seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

B. Update on Waterline Extension Project

Town Attorney Jennifer Jackson gave Town Council a brief update on the Waterline Extension project and a forecast of the remaining steps in the project. She mentioned that since this is USDA financed it will be closely monitored. (Attached is a thorough timeline and projected action steps) The next step for Town Council to take is approval of the plans and specifications for the waterline extension project. The plans and specifications are quite lengthy so they are not attached to the agenda, however they are available for viewing at the Town Hall.

Councilmember Fitzsimmons made a motion to approve the Resolution Approving the Plans and Specifications of the Waterline Extension Project. Vice Mayor/Councilmember Jackson seconded the motion. The motion passed by a majority vote of Council. Motion carries 5-0.

C. Code Amendment: Recreational Fishing Program at Lake Louise

Town Manager Selena Coffey mentioned that for many years the Town has maintained Lake Louise as a fishing lake. Public Works Director Dale Pennell has been working with the NC Wildlife Commission on becoming a part of the Community Fishing Program, where they will restock the lake, but the Commission would like the Town of Weaverville to allow for catch and keep subject to the Commission’s limitations and any limitations that the Town might want to impose. Also, staff is in communication with the Commission concerning the possible installation of a fishing pier at Lake Louise to allow ADA accessible fishing opportunities. Before Town Council tonight for approval is an ordinance amending Code Chapter 18 to repeal the “catch and release” regulation and allow “catch and keep” subject to limits established by the NC Wildlife Commission or the Town Manager.

Councilmember McKenna mentioned that with allowing catch and keep, it would increase traffic and might change the character of the lake. Also, he wondered if the fishing pier would be scaled down to the size of Lake Louise.

Vice Mayor/Councilmember Jackson noted that these types of piers are mostly expensed by the Wildlife Commission, since they get paid from the restoration fund.

Public Comment:

Tom Plaut, Lakeshore Drive, commented that by opening this type of fishing there is a concern about a big change in the quantity and character of the visitors to Lake Louise.

Councilmember Sherrill made a motion to approve the Ordinance Amending Code Chapter 18. Councilmember Nagle seconded the motion. The motion passed by a majority vote of Council. Motion carries 5-0.

D. Town Parks-Preservation for Public Recreational Purposes

Mayor Root noted that this was put on the agenda due to Councilmember Nagle asking him about the legal protections to preserve Lake Louise and Main Street Nature Park for public recreation purposes. Basically, three votes on Town Council can change anything, so they wondered what the protections were for these properties.

Town Attorney Jackson mentioned that in her opinion there are no enforceable restrictions in the deeds, so if Council decided to change the use, as long as it was for a public purpose they would be allowed to do so. From a legal standpoint, there is a duty of Council to use the property for public purposes, but if it is vacant unused property than statutes would allow it to be sold either with or without restrictions attached. The deed has no binding restrictions for park and recreational purposes, but Council could bind it legally through conservation easements or convey the property to a trust.

Town Manager Selena Coffey noted that if Council does decide to subject the property to a conservation easement, it would greatly restrict what we are able to do with it.

Councilmember Nagle mentioned that he did bring this item up and he believes that the conservation easement can be written up however Council wants, so it can be legally binding to stay as parks forever. He doesn't believe that a resolution needs to be passed tonight, but we need to look into getting those properties as parks permanently.

Vice Mayor/Councilmember Jackson commented that we should hold a workshop on this issue, so that we can gather more information and resources. Also, we could invite the Southern Appalachian Conservancy and Lake Louise residents to get their input.

Public Comment:

Walt Thomson, 5 Birkdale Drive, mentioned that he was in this business and conservation easements can be written in various spectrums of grade with some parts being very strict and others fairly loose. This is very important because there is a lot of grant funding for conservation grades of land available.

E. Quarterly Report: Police Department

Police Chief Ron Davis presented the Weaverville Police Department Quarterly Report for May – July 2019. Chief Davis noted that there were 3,134 calls for service last quarter, which is an increase of 5.5% from the same quarter last year, 61 arrests, which is a decrease of 4.5% from same quarter last year, and 51 vehicle collisions with 11 injuries and 1 fatality. He also noted that the State Bureau of Investigation has adopted a new reporting standard called National Incident Base Reporting System (NIBRS) with a deadline of January 2021. The old system, Uniform Crime Report (UCR) lacked detailed information and wasn't universally used by all agencies/states. He will be transitioning his report to the new NIBRS data.

F. Quarterly Report: Fire Department

Fire Chief Ted Williams presented the Weaverville Fire Departments Quarterly Report for May – Jul 2019. There were 506 calls this quarter with an average response time for all calls at 6:22 minutes, the increase is due to a large number of calls to the golf course area for a camp at Windy Gap, 26 child passenger safety seats were installed, 78 commercial business inspections, and 8 fire prevention and education classes were held.

9. Closed Session

Councilmember Fitzsimmons made the motion to enter closed session as per N.C. Gen. Stat. § 143-318.11(a)(3) to consult with an attorney and 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 Sherrill 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.

10. Adjournment

Councilmember Nagle made the motion to adjourn; Councilmember McKenna seconded and all voted to adjourn the Council's meeting at 10:15 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: September 16, 2019
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

The Town Tax Collector provides the following monthly tax report as of September 9, 2019. This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2019-20**

9/9/2019

Real Property:	\$ 783,958,380	
Real Property Discoveries:	-	
Total Real Property:	\$ 783,958,380	
Personal:	73,730,921	
Personal Discoveries:	-	
Total Personal:	73,730,921	
Public Utilities:	-	
Exemption:	(9,154,474)	
Releases:	-	
Total Tax Value	848,534,827	

Tax Levy @.38 cents per \$100

Real Property:		2,979,042
Personal Property:		280,177
Public Utilities:	-	
Less Under \$5 Adjustment	(47)	
Total Public Utilities:		(47)
Exemption:		(34,787)
Releases:		-
Total Levy (Total Billed)		\$ 3,224,386

Total Current Year Collections		\$ 185,580
% Collected		5.76%

Total Left to be Collected:		\$ 3,038,805
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Prior Years Paid		0
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**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: September 16, 2019
SUBJECT: Tax Releases
PRESENTER: Tax Collector
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to approve two tax releases for the 2019 personal property taxes.

The first one is on the 2019 personal property bill on property previously located at 46 Church Street owned by Matthew Pennell and which bears Town Tax Number P3025619. The requested release is for \$1,350.00 in value and \$5.13 from the 2019 tax levy and is due to the property being relocated out of the Town's jurisdiction.

The second one is for the 2019 business personal property taxes charged to Engaged Asheville LLC, which bears Town Tax Number P3029809. This property is requested to be released as the property is not within the Town's jurisdiction. The requested release is for \$48,789 in value and \$185.40 from the 2019 tax levy.

TOWN COUNCIL ACTION:

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

I move to approve the release of \$1,350.00 in value from the personal property owned by Matthew Pennell bearing Town Tax Number P3025619, so that \$5.13 can be released from the 2019 levy.

I move to approve the release of \$48,789.00 in value from the personal property owned by Engaged Asheville LLC bearing Town Tax Number P3029809, so that \$185.40 can be released from the 2019 levy.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: September 16, 2019
SUBJECT: Ratification of Road Closure Ordinance – Art in Autumn
PRESENTER: Town Manager
ATTACHMENTS: Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

In order to meet DOT’s road closure review deadline the Mayor was asked to sign the road closure ordinance for the Weaverville Art in Autumn Festival in advance of Town Council’s meeting this month. Town Council is asked to ratify the attached road closure ordinance for the event that is to be held on September 21, 2019.

TOWN COUNCIL ACTION:

Ratification of the attached road closure ordinance could be in the form of the following motion:

I make a motion to ratify the attached road closure ordinance for the 2019 Weaverville Art in Autumn Festival that is scheduled for September 21, 2019.

Weaverville North Carolina

AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE Weaverville Art in Autumn Festival

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of supporting the annual Weaverville Art in Autumn Festival, that benefits the Weaverville and the North Buncombe community; and

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of providing the Weaverville Art in Autumn Festival for the pleasure of its citizens; and

WHEREAS, the Town Council of Weaverville acknowledges the Weaverville Art in Autumn requires approximately two (2) hours to install signage, and also requires approximately one (1) hour for removing signage, litter, etc.

WHEREAS, The Town Council of Weaverville recognizes that the detour route will be appropriately marked with signage and personnel at various locations to ensure the motoring public travels safely and without unnecessary delay.

NO THEREFORE BE IT ORDAINED by the Town Council of Weaverville pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

Weaverville Art in Autumn

Date: September 21, 2019

Time: 5:00 am until 10:00 pm

Road Closure: The portion of Main Street between Church Street and Brown Street will be closed and all traffic safely detoured around this area.

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

Adopted this 26th day of August 2019



Allan P. Root, Mayor

Attest:



Town Clerk



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, September 16, 2019

Subject: Set Public Hearing on Rezoning of an Unaddressed Parcel on Merrimon Avenue from I-1 to R-12 for 10/21/19 at 7pm

Presenter: Planning Director

Attachments: Zoning Map Amendment Application; Planning and Zoning Board Recommendation; Staff Report

Description:

Staff is in possession of an executed zoning map amendment application for an unaddressed parcel of land on Merrimon Avenue. The current zoning of the parcel is I-1 and the application calls for a conversion to R-12. As the application proposes a change between two standard zoning districts, the proposed amendment is eligible to be heard first by the Planning and Zoning Board and no initial review by Town Council is required.

This application was considered on the night of Tuesday, September 3 by the Planning and Zoning Board and the Board arrived, via a 4-1 vote, at the attached favorable recommendation.

Action Requested:

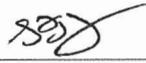
Staff is seeking the setting of a public hearing before Town Council on Monday, October, 21 2019 at 7:00pm, or at such time as Council reaches the matter, for the aforementioned rezoning request. The following motion could be used for this purpose:

I move that we set a public hearing on the proposed rezoning of the unaddressed parcel of land on Merrimon Avenue bearing PIN 9742-03-2555 from I-1 to R-12 for October 21, 2019, at 7pm or as soon thereafter as Town Council can reach the matter.



WGLA Engineering, PLLC
724 5th Avenue West
Hendersonville, NC 28739
(828) 687-7177 wgl.com

TRANSMITTAL

TO:	James Eller, Planning Director	FROM:	G. Thomas Jones III, PE 
COMPANY:	Town of Weaverville	DATE:	8/15/19
PHONE NUMBER:		WGLA PROJECT NUMBER:	
RE:	Rezoning Application PIN 9742-03-2555	YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Enclosed please find the following:

- Application for a Zoning Map or Text Amendment
- Agent Authorization
- Recorded Plat (Boundary Survey)
- C-100 Zoning and Parcel Information Map (includes property addresses and PIN numbers)
- Check for \$750.00 (11.21 acres +/-)

Please let me know if you need any additional information for the Town to consider this rezoning request.

Thank you,
Tom

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

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

OWNER/APPLICANT NAME: Dale Lewis White
Louise T. O'Connor Revocable Trust
PHONE NUMBER: 828-687-7177

APPLICATION DATE: 8/19/19
c/o WGLA Engineering
MAILING ADDRESS: 724 5th Ave West
Hendersonville, NC
28739

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

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

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: Merrimon Avenue

PIN: 9742-03-2555

LOT AREA (acres): 11.21

CURRENT ZONING DISTRICT: I-1

PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- Total acreage
 Current owner(s) and date of survey
 Property location relative to streets
 North arrow
 Existing easements, rights of way, or other restrictions on the property
 Areas located within the floodplain
 Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S): Property is residential on
Town of Weaverville Future Land Use Map. Multi-family
is located across Merrimon Ave (Creekside Villas).

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

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

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


SIGNATURE OF APPLICANT

2/19/19
DATE

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

REZONING FEE SCHEDULE:

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

OFFICE USE ONLY

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

**TOWN OF WEAVERVILLE
AGENT AUTHORIZATION FOR LAND USE DEVELOPMENT
PETITION/APPLICATION AND APPROVAL**

PROPERTY LEGAL DESCRIPTION: DB 5151 PG 1730 PB 98 PG 20
11.21 Ac M.O.L.

PARCEL ID: 9742-03-2555
STREET ADDRESS: Merrimon Avenue

PROPERTY OWNER: Dale Lewis White Louise T. O'Connor Revocable Trust
(complete Certificate of Authority if a corporation or LLC)

PROPERTY OWNER:

PROPERTY OWNER CONTACT INFORMATION:

EMAIL ADDRESS: dalewhite@charter.net / louisetocannon@gmail.com
PHONE NUMBER: 828-712-2057
MAILING ADDRESS: 80 Church St/. Weaverville, NC 28787

PERMIT SOUGHT/APPLICATION TO BE SUBMITTED: Re-zone from I-1 to R-12

NAME OF INDIVIDUAL AGENT: G. Thomas Jones III
NAME OF CONTRACTOR/CONSULTING FIRM: WGLA Engineering PLLC

AGENT CONTACT INFORMATION:

EMAIL ADDRESS: tjones@wglac.com
PHONE NUMBER: (828) 687-7177 x303
MAILING ADDRESS: 724 5th Ave West, Hendersonville NC 28739

We, the undersigned property owner(s) of the above noted property, do hereby authorize the individual or company listed above as the property owner's agent to act on his/her/their behalf and to take all actions necessary for the processing, issuance, and acceptance of the above-referenced permit or application. We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Louise O'Connor



Property Owner Signature

08/02/2019
10:55 AM GMT

Date: _____

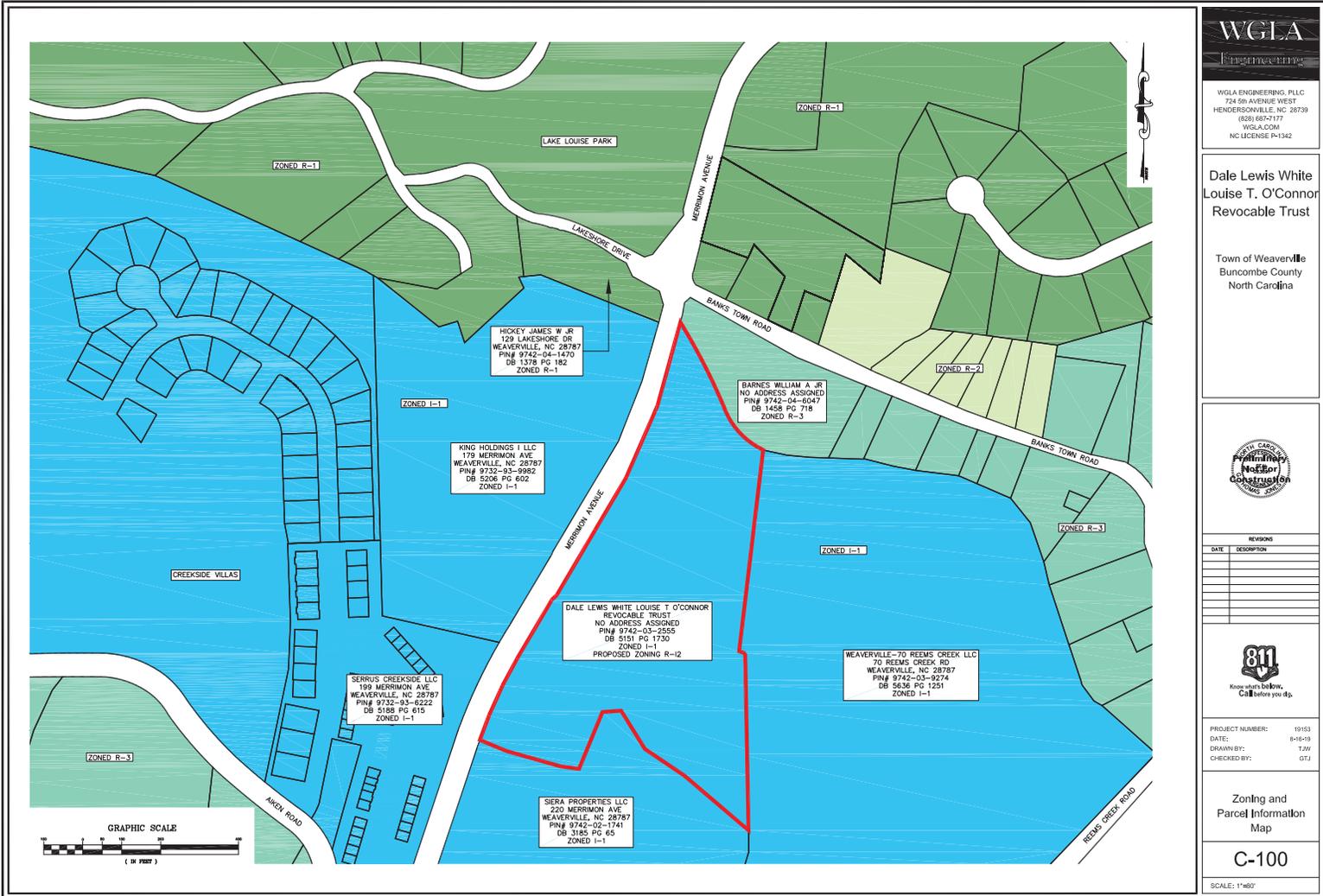
Dale Lewis White



Property Owner Signature

08/02/2019
04:19 AM
GMT

Date: _____



WG&A
ENGINEERING, PLLC
724 5th AVENUE WEST
HENDERSONVILLE, NC 28739
(833) 804-1177
WG&A.COM
NC LICENSE P-1342

Dale Lewis White
Louise T. O'Connor
Revocable Trust

Town of Weaverville
Buncombe County
North Carolina





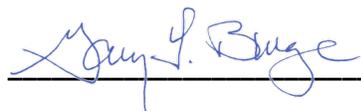
**Town of Weaverville
Planning and Zoning Board**

On Tuesday, September 3, 2019 the Planning and Zoning Board reviewed and offered a positive recommendation via a vote of 4-1 to Town Council a proposed rezoning from I-1 to R-12 of a property commonly known as an unaddressed parcel on Merrimon Avenue, 9742-03-2555.

It has been found that the proposed rezoning is consistent with the Town's Comprehensive Plan in that the plan calls for a balance of residential uses and the area in which the property is located is identified for residential use on the future land use map. Residential use is defined within the future land use map use category descriptions as follows:

Surrounding the downtown core are primarily single family residential neighborhoods that contain historic bungalows and arts and craft style homes. Scattered within these areas are several historic churches and new residential construction. Other residential areas include the Reems Creek Golf Course, Reems Creek Villages, Hamburg Mountain, Woodland Hills and more dense residential developments such as Creekside Village, Hamburg Crossing and Kyfields. Future residential areas are defined on the Future Land Use Map as areas that support further residential construction and the character of these areas can be respected by observing the dimensional standards of the zoning district in which they are located.

The Planning and Zoning Board considers approval both reasonable and in the public interest due to the desire of the proposed property owner to develop the property for multifamily residential purposes and finding that adjacent and nearby parcels of land within Creekside Village and Waters Edge are currently being used for a like purpose speaking to the character of the area.



**Gary Burge
Chairman, Planning and Zoning Board**

Town of Weaverville, North Carolina

Staff Report: Proposed Rezoning of Unaddressed Merrimon from I-1 to R-12

Prepared August 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Strategic Plan; Reems Creek Greenway Feasibility Study; Parks and Recreation Master Plan

Introduction to the Property

The subject parcel consists of 11.21 acres as shown on Buncombe County tax records and a zoning map amendment from I-1 to R-12 is requested. The property may be found along Merrimon Avenue between the intersections of Merrimon / Banks Town / Lakeshore to the north and Merrimon / Aiken to the south. The property also lies in close proximity to Lake Louise Park found less than one tenth of a mile to the north.



Zoning Analysis

The Town may expect up to 135 dwelling units based solely upon the underlying acreage which would be permitted with standards by staff as per the table of uses and section 36-139 should the zoning change be achieved. Said standards are as follows.

Sec. 36-139. - Dwelling—Multifamily (more than 4 units/building).

(a) Street lighting requirements made necessary by section 36-26 are fully applicable to the use of Dwelling - Multifamily (more than 4 units/building) as defined in section 36-5 except that such requirements are hereby modified to provide the following:

- (1) All lighting on the property shall be mounted on posts no more than 16 feet tall.
- (2) Blocking, shielding and aiming of all exterior lighting shall be used to minimize light trespass on to adjoining residential properties.
- (3) The exterior lighting plan shall be subject to review and approval by the town's zoning administrator prior to installation.

**Staff Report: Proposed Rezoning of
Unaddressed Merrimon from I-1 to R-12**

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Strategic Plan; Reems Creek Greenway Feasibility Study; Parks and Recreation Master Plan

(b) All containment devices for trash and recyclables (including but not limited to compactors, dumpsters, roll-out bins, and areas for storing cardboard) shall be placed in the side or rear yards only and located and designed so as not to be visible from the view of adjacent streets and properties. All containment areas shall meet the following standards:

- (1) All containment areas shall be enclosed to contain windblown litter.
- (2) Enclosures shall be at least as high as the highest point of the compactor or dumpster.
- (3) Enclosures shall be made of materials that are opaque at the time of installation (such as a fence, wall, or mature opaque vegetation) and compatible with and/or similar to the design and materials of the principal building.
- (4) Compactors and dumpsters shall be placed on a concrete pad that is large enough to provide adequate support and allow for positive drainage, and conform to the Buncombe County Health Department regulations governing compactor pads. A concrete apron shall also extend from the pad for support and access.
- (5) Enclosures shall contain gates to allow for access and security.
- (6) Dumpsters and compactors shall be located within the side or rear yard behind buildings and away from sidewalks or pedestrian circulation. Such locations should be accessible to service vehicles.
- (7) Enclosures shall be landscaped in accordance with article VI of chapter 36.

(c) Maximum Number of Units per Building - No more than 24 units per building are permitted.

Comprehensive Land Use Plan Compliance

When considering compliance with the Town’s Comprehensive Land Use Plan (CLUP), often the analysis begins with a consultation of the future land use map (pg. 25 and A-2) and future land use map use categories descriptions (pg. A-3). Here it is found that the subject property is within an area designated for future residential development and such areas are defined as follows:

Residential

Surrounding the downtown core are primarily single family residential neighborhoods that contain historic bungalows and arts and craft style homes. Scattered within these areas are several historic churches and new residential construction. Other residential areas include the Reems Creek Golf Course, Reems Creek Villages, Hamburg Mountain, Woodland Hills and more dense residential developments such as Creekside Village, Hamburg Crossing and Kyfields. Future residential areas are defined on the Future Land Use Map as areas that support further residential construction and the character of these areas can be respected by observing the dimensional standards of the zoning district in which they are located.

Town of Weaverville, North Carolina
**Staff Report: Proposed Rezoning of
 Unaddressed Merrimon from I-1 to R-12**

Prepared August 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Strategic Plan; Reems Creek Greenway Feasibility Study; Parks and Recreation Master Plan

Here it is important to consider the “character” of the area as made requisite from the previously mentioned description. It should be noted that multi-family housing is currently established on an adjacent property at Creekside Village and an additional nearby property commonly known as Waters Edge found less than one tenth of a mile north near the intersection of Merrimon Avenue and Banks Town Road. Other properties in the immediate vicinity are currently being used for industrial purposes.



Previous recommendations by the Planning and Zoning Board and decisions made by Town Council has given staff the impression that density is seen as a large contributing factor in determining the compatibility of character with a proposed project and it’s immediate surroundings. Please see the following information on the two aforementioned multi-family projects for your consideration

	Creekside Village (Phase 1)	Water’s Edge
Acres:	+/- 7.5	+/- 2
Units:	55	18
Units per Acre:	7.33	9

When solely considering the adopted future land use map and future land use map use category descriptions, it is the opinion of staff that a proposed rezoning to any residential district would be supported by the CLUP. Whether the density desired by this particular proposal is at odds with the “character” of the area is a determination to be made by the appointed and elected officials of the Town.

Town of Weaverville, North Carolina

Staff Report: Proposed Rezoning of Unaddressed Merrimon from I-1 to R-12

Prepared August 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Strategic Plan; Reems Creek Greenway Feasibility Study; Parks and Recreation Master Plan

Found on page 17 of the CLUP is the stated goal of “consider ways to address housing affordability.” Said goal was established upon finding the current median housing cost of \$335,000 for housing stock within the jurisdiction which represented a 39% increase in just two years following a reevaluation of property values by the County in 2017. Both the community and Town Council have expressed a concern that this figure may prove to be problematic for those operating with a limited income to remain or become a member of our community. Should it be found that these units are to be sold or leased at a value under the current median housing value, this stated goal would be addressed.

Found on pages 6 and 22 of the CLUP is the stated goal of “define and consider ways to achieve balanced residential development.” On the fact sheet, found on page A-13 within the CLUP, you will find numbers illustrating the percentage of both single family and multifamily housing units of the total housing stock within the jurisdiction. These values were found to be substantially similar between the years of 2010 and 2016. However, between 2016 and a 2018 estimated figure we find the percentage of single family residential units fall by 5% and multifamily residential units rise by the same 5% to the current estimate of 80% single family and 19% multifamily with the remainder represented by mobile homes. This change is reflective of two apartment complexes, one constructed and occupied and one with plans approved, which were annexed into town during that time. If we take into account the total units permitted on this parcel under R-12 zoning and 135 Monticello Road which was recently annexed into town with R-12 zoning, we may expect to see as many as 369 multifamily residential units should the desired zoning for this subject property be achieved. Adding this figure to our housing stock would bring a future iteration of our ratio of single family residential housing stock to that of multifamily to 69% to 31% respectively with mobile homes remaining at less than 1%. Finding this balance is largely a policy question but staff has prepared these figures should they assist in this determination.

Found on page 26 of the CLUP is the stated goal of “consult additional approved plans for plan consistency review.” Statements and/or additional information related to those plans are as follows.

Strategic Plan Compliance

Within the Town’s Strategic Plan (SP), a summary of which is found on page A-7 within the CLUP, a parallel sentiment toward fostering a diversity of housing opportunities is found. Town Council identified “*affordable housing – mixed income housing, additional housing opportunities*” within a list of 3-5 year visioning found on page 3 of the SP. Additionally, a similar statement is made within the list of 15-20 year visioning found on page 4 of the SP and reads as follows, “*self-sustaining, vibrant community with a mix of young, old, long-term and new residents with a common bond of living in a safe space that meets their needs.*” It is found within the CLUP that the Town’s median age was the eldest at 52.6 years of age and home values the highest at \$335,000 of all jurisdictions studied in both Buncombe and

Town of Weaverville, North Carolina

Staff Report: Proposed Rezoning of Unaddressed Merrimon from I-1 to R-12

Prepared August 2019

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Madison Counties. One could reason that additional leased or purchased housing stock, at likely below the stated median value, could invite a younger population to become invested in the Town hence forwarding the stated visions adopted by Town Council.

Reems Creek Greenway Feasibility Study Compliance

Within the Town's Reems Creek Greenway Feasibility Study (RCGFS) is a map illustrating a conceptual plan with corridor options. Said map may be found on page A-8 of the CLUP. Here it is found that a portion of both options 2B and 2C of the proposed greenway route spanning from the Merrimon Avenue / Reems Creek bridge to the intersection of Banks Town and Reems Creek Roads are shown on the subject property. Option 2B follows the banks of Reems Creek while option 2C appears to follow the 100 year floodplain in which is contained the floodway. Within the floodway, no development is allowed (any man made change) while limited development may occur within areas within the floodplain but outside the floodway provided a floodplain development permit is acquired which would establish that certain conditions are met. Even infrastructure, whether above or below ground, would require an engineer's No Rise study or a Conditional Letter of Map Revision through FEMA. All of this is a rather long winded way of suggesting that it is incredibly unlikely for any development to occur on the subject property which would hinder either route of the proposed greenway through the property.

Also within the RCGFS, the subject parcel is identified as "future potential connection to greenway for higher density residential."

Given these two variables, it is the opinion of staff that the proposed rezoning would not conflict with the Town's adopted RCGFS.

Parks and Recreation Master Plan

The use of the subject property will largely not affect five of the six recommendations established by the Town's Parks and Recreation Master Plan (PRMP). These recommendations may be found on page A-10 of the CLUP with further exploration of these recommendations on the following pages A-11 and 12. Here it is found that the PRMP requires the continued support of greenways. The PRMP also make the finding that the Reems Creek Greenway "will provide enhanced bike and pedestrian access to Lake Louise Park and provide added recreational amenities for residents."

Given staff's opinion that the proposed rezoning would not conflict with the Town's adopted RCGFS, it is also found the proposed rezoning would not conflict with the Town's adopted PRMP.

Town of Weaverville, North Carolina

Staff Report: Proposed Rezoning of Unaddressed Merrimon from I-1 to R-12

Prepared August 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Strategic Plan; Reems Creek Greenway Feasibility Study; Parks and Recreation Master Plan

Uses Permitted Within the Current Zoning District: I-1

When the possibility of municipally initiated rezonings was explored in research conducted during the update of the CLUP, this was one of the parcel(s) contemplated. Staff's reasoning for this was largely based upon the parcel's proximity to Lake Louise and the uses afforded to the property by the I-1 zoning district. As we explore the possibility of a zoning change we should also familiarize ourselves with the type and scope of development which can occur under current conditions within the aforementioned I-1 zoning district.

The I-1 zoning district is the most permissive when considering the number and intensity of uses allowed. A wide array of uses found within the *office/service; retail/restaurant; entertainment/recreation; manufacturing/wholesale/storage; civic/institutional; utilities; and miscellaneous uses* within the table of uses are permitted through various means while uses permitted within the proposed R-12 district are mostly narrowed to multi-family residential and limited uses within the *entertainment/recreation and civic institutional* portions.

In short, a manufacturing or warehousing facility is likely to be permitted by right under current zoning regulation applicable to the property. It is fair to contemplate whether a multifamily residential complex represents a higher and better use or a less obtrusive use given the proximity to Lake Louise and the future Reems Creek Greenway.

Other Considerations

The 2016 American Community survey provided the Town with a household size of 2.12 persons per household. This figure applied to the theoretical 135 units suggests that this project will grow the population of the Town by approximately 286 people should Town Council grant the desired R-12 Zoning District.

Staff has analyzed state law and court decisions related to spot zoning and have made a determination that this proposed rezoning would not qualify as such based upon the size of the tract, compatibility with the CLUP, balancing the benefits and detriments to anyone who may be effected by the zoning change and the relationship of uses to adjacent parcels of land. Staff is prepared to speak to this issue further should it be desired.

This being the first time in many years the Town is approached with a land use decision regarding a property with portions of same within the floodplain or floodway, it is important to establish that

Town of Weaverville, North Carolina
**Staff Report: Proposed Rezoning of
Unaddressed Merrimon from I-1 to R-12**

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through an local governmental agreement Buncombe County administers the Flood Damage Prevention Ordinance as per the following section of code.

Sec. 13-75. - Designation of floodplain administrator.

Pursuant to G.S. 143-215.57(b), the town council of the town has, by resolution, agreed that the county, through its floodplain administrator, shall regulate the floodplain within the town's corporate limits and extraterritorial jurisdiction by the administration, implementation and enforcement of this chapter.

- Plan Consistency Review Checklist may be found on the following page.
- Staff has also gathered reports from the Fire, Police and Public Works Departments to ensure that the “town provide quality services to the proposed land use to the same extent and under existing policies” made requisite by the newly adopted CLUP.



From: [Ted Williams](#)
To: [James Eller](#); [Dale Pennell](#); [Ron Davis](#)
Cc: [Selena Coffey](#); [Jennifer Jackson](#)
Subject: RE: Unaddressed Merrimon Rezoning Application
Date: Wednesday, August 21, 2019 1:15:29 PM

James

As previous we are already providing service to this parcel. This parcel is currently a pasture with no needed responses in the past 5 years and a 135 unit complex would definitely increase our call volume but not to a degree that we would not be able to provide service at the same level we always do. I again just add that the North Buncombe fire tax would be eliminated for the parcel once annexed and those monies are part of our total budget.

Let me know if you need additional.

Ted Williams

Fire Chief

Weaverville Fire Department

(828)645-3500 ext. 1801

(828)484-7031 Direct

(828)658-9868 Fax

(828)545-2823 Cell

From: James Eller <jeller@weavervillenc.org>
Sent: Wednesday, August 21, 2019 12:41 PM
To: Dale Pennell <dale.pennell@weavervillenc.org>; Ron Davis <rdavis@weavervillenc.org>; Ted Williams <twilliams@weavervillefd.org>
Cc: Selena Coffey <scoffey@weavervillenc.org>; Jennifer Jackson <jjackson@weavervillenc.org>
Subject: Unaddressed Merrimon Rezoning Application

All,

Yesterday afternoon I received an application to rezone an unaddressed parcel on Merrimon Avenue (9742-03-2555) near the intersection with Banks Town Road. The application proposes a change to R-12 which supports multifamily residential at a density of up to 12 units per acre.

Included with the recently adopted comprehensive land use plan is a requisite finding that the “town provide quality services to the proposed land use to the same extent and under existing policies.”

We’ve preformed this exercise before when considering voluntary annexations and attached you will find reports previously submitted for a similar project on Monticello Road should that be able to be repurposed for this instance.



Weaverville Police Department

30 South Main Street
Post Office Box 338
Weaverville, NC 28787

James,

In response to your request regarding the possible rezoning of parcel 9742-03-2555 on Merrimon Avenue near Banks Town Road. A cost impact study was completed as well as a site survey.

It's a little problematic to forecast impact(s) this site might have since there's not a set road design or structure layout etc. But just based on the information provided in a maximum density scenario, I feel adequate policing of this area could be achieved at a minimal cost to the police department as it relates to law enforcement.

We're already providing police services in and around this area. If the number of permitted units were to be as stated I would of course anticipate nuisance-type issues such as noise complaints, etc. and therefore an increased number of calls for service much like what has been encountered at Weaver View Circle. But based on the Weaver View Circle model, I do not anticipate calls for service that would be of a volume to significantly impact the police department's daily operations.

I have estimated fuel, maintenance and additional man hours however this does not consider other calls for service which might arise outside the scope of "routine patrol" while providing an adequate police presence.

Fuel: \$ 300.00

Maintenance: \$ 150.00

Additional man hours: 90 per year

Please let me know if you have any questions.

Respectfully,

Ron Davis
Chief

From: [Dale Pennell](#)
To: [James Eller](#)
Cc: [Selena Coffey](#); [Jennifer Jackson](#); [Dale Pennell](#); [Ron Davis](#); [Ted Williams](#)
Subject: RE: Unaddressed Merrimon Rezoning Application
Date: Monday, August 26, 2019 5:09:37 PM

James,

Based on our experience with the Hawthorne Apartments on Monticello Road, we assume the following effects for the various Divisions of the Public Works Department for the proposed 135 unit apartment project on the southeast corner of the intersection of Merrimon Avenue and Reems Creek:

Streets: No additional costs to PW are expected since the streets will be privately owned and maintained; the town will have no responsibility for future repairs or snow plowing. Residents from these apartments might use our streets and sidewalks to visit downtown businesses, churches, or the homes of other citizens, but we cannot evaluate how this usage could be quantified or measured or estimated.

Sanitation: We will not be collecting garbage or recycling within the development, nor will we be picking up brush, leaves, or yard debris; therefore, no additional costs for PW.

Recreation: I hope any residents of the 135 units will choose to use our parks, especially their children. We would anticipate no additional costs to the town for mowing or maintenance outside of the normal wear and tear on our facilities.

Water: $135 \text{ units} \times 400 \text{ gallons per day (GPD)} = 54,000 \text{ gallons}$ of required daily water allocation for the development; however the actual usage will probably be closer to 13,500 GPD based on recent historical trends. Based on our most recent figures, we now produce an average of 566,000 GPD with additional future commitments of approximately 439,000 GPD, totaling 1,005,000 GPD with a total availability capacity of 1,500,000 GPD; therefore the proposed project can be easily added to our current water production. There will be an additional cost to produce this water and distribute it to the customer; however, our water rates generally cover this cost, especially when it involves only 1 domestic meter for monthly reading and occasional maintenance. The maintenance for the fire meter and piping is minimal, with other similar installations having little or no maintenance issues in the past.

In summary, the addition of the proposed Stump Dump project will have minimal effect on the operations of the PW Department and I would anticipate little additional costs to the department.

If you need additional information or have any questions, please do not hesitate to call.

Dale Pennell, PE, PLS
Public Works Director

Town of Weaverville
15 Quarry Road
Weaverville, NC 28787
828-645-0606 Office
828-231-7050 Cell

From: James Eller
Sent: Wednesday, August 21, 2019 12:41 PM
To: Dale Pennell; Ron Davis; Ted Williams
Cc: Selena Coffey; Jennifer Jackson
Subject: Unaddressed Merrimon Rezoning Application

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Included with the recently adopted comprehensive land use plan is a requisite finding that the “town provide quality services to the proposed land use to the same extent and under existing policies.”

We’ve preformed this exercise before when considering voluntary annexations and attached you will find reports previously submitted for a similar project on Monticello Road should that be able to be repurposed for this instance.

If you could please provide an updated assessment based upon the following information (by next Wednesday in order to be included in the P&Z packet) it would be greatly appreciated.

Unaddressed Merrimon Avenue
9742-03-2555
Acres: 11.21
Permitted units under desired zoning district: 135

Please feel free to contact me if I may provide any additional information or be of any assistance in your assessments. Thank you for your time and attention to this matter.

James W. Eller, NCAZO
Planning Director
Town of Weaverville

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, September 16, 2019

Subject: Set Public Hearing on the Annexation Petition and Initial Zoning of R-12 for Unaddressed Parcel on Monticello Road for 10/21/19 at 7pm

Presenter: Town Attorney / Planning Director

Attachments: Voluntary Annexation Petition; Zoning Map Amendment Application; Certificate of Sufficiency; Planning and Zoning Board Recommendation

Description:

During the August 19 meeting of Council the Town Clerk was instructed to investigate the eligibility of a proposed annexation and the Planning and Zoning Board was instructed to examine the compliance with the Town's adopted comprehensive land use plan with a desired initial zoning of R-12. These actions have occurred and attached you will find documentation reflective of same.

Action Requested:

Staff is seeking the setting of a public hearing before Town Council on Monday, October, 21 2019 at 7:00pm, or at such time as Council reaches the matter, for the aforementioned proposed voluntary annexation petition and initial zoning request. The following motion would be appropriate:

I move that we set a public hearing on the proposed voluntary annexation of the +/-0.3 acre parcel of land on Monticello Road bearing PIN 9733-71-3521 and its initial zoning to R-12 for October 21, 2019, at 7pm or as soon thereafter as Town Council can reach the matter.

PETITION FOR VOLUNTARY ANNEXATION PROCESS INFORMATION

Town of Weaverville, North Carolina

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

SUBMITTAL REQUIREMENTS:

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

REVIEW PROCESS:

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

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

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

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

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

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

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

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

Submittal Date: 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 500 Office Park Dr, #215 Birmingham, AL 35223	(205) 566-2384 (205) 567-1467 matt@crestres.com bentley@crestres.com	DB: 5448 Pg 1391 Parcel 4 PIN: 9733713521	David O'Brien, Managing Member

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

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)

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

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

OWNER/APPLICANT NAME: Crest Residential

APPLICATION DATE: 7.1.19

PHONE NUMBER: 205-567-1467

MAILING ADDRESS: 500 Office
Park Dr. #215 Birmingham, AL 35223

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

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

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: Unaddressed Monticello Road

PIN: 9733-71-3521

LOT AREA (acres): .3 acres

CURRENT ZONING DISTRICT: Unincorporated (EMP, Bun. Co.) PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- Total acreage
- Current owner(s) and date of survey
- Property location relative to streets
- North arrow
- Existing easements, rights of way, or other restrictions on the property
- Areas located within the floodplain
- Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S):

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

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

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


SIGNATURE OF APPLICANT

8/27/19
DATE

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

REZONING FEE SCHEDULE:

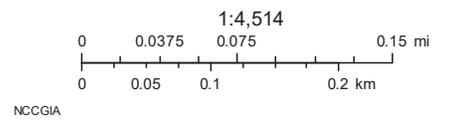
1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY			
FEE: \$	DATE PAID:	CHECK	CASH
DATE OF INTIAL COUNCIL MEETING:		ACTION TAKEN:	
DATE OF PLANNING BOARD MEETING:		ACTION TAKEN:	
DATE OF PUBLIC HEARING & COUNCIL DECISION:		FINAL ACTION:	

Buncombe County



July 3, 2019



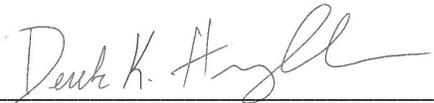
**CERTIFICATE OF SUFFICIENCY OF
ANNEXATION PETITION 2019-2
CREST RESIDENTIAL, LLC, PROPERTY AT
UNADDRESSED MONTICELLO ROAD**

TO THE WEAVERVILLE TOWN COUNCIL:

I, Derek K. Huninghake, Weaverville Town Clerk, do hereby certify that I have investigated the Voluntary Annexation Petition of Crest Residential, LLC, (Petition No. 2019-2) and have found as a fact that the Petition is signed by all the owners of real property lying in the area described therein and that the area to be annexed is contiguous to the Town's primary boundary.

Therefore, in accordance with North Carolina General Statutes § 160A-31, *et seq.*, I certify that the Petition is valid and sufficient for the voluntary annexation of a contiguous area pursuant to said § 160A-31 *et seq.*, of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 21st day of August, 2019.



DEREK K. HUNINGHAKE, Town Clerk



**Town of Weaverville
Planning and Zoning Board**

On Tuesday, September 3, 2019 the Planning and Zoning Board reviewed and unanimously recommended to Town Council a proposed initial zoning of R-12 for the property commonly known as an unaddressed parcel on Monticello Road, 9733-71-3521.

It has been found that the proposed initial zoning is consistent with the Town's Comprehensive Plan in that the plan calls for a balance of residential uses and the area in which the property is located is identified for mixed use on the future land use map. Mixed use is defined within the future land use map use category descriptions as follows:

Areas shown as mixed use on the Future Land Use Map are where the town has experienced a variety of development pressures ranging from high density single family residential development and multifamily residential development to local retail establishments and restaurants. These areas include Monticello Road, North Buncombe School Road and Reems Creek Road. There is a belief that these particular developments can coexist in such environments and that they will continue to increase in these areas due to the transportation and utility infrastructure present.

The Planning and Zoning Board considers approval both reasonable and in the public interest due to the desire of the proposed property owner to further develop the property for multifamily residential purposes and finding that adjacent parcels of land are zoned R-12 creating contiguity of zoning districts.

**Gary Burge
Chairman, Planning and Zoning Board**

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: September 16, 2019
Subject: Budget Amendment – Pink Patch Project
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

For the current fiscal year, the Town has collected \$260 in Pink Patch Project donations as of 9/10/2019.

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

Police Department

010-004-300-09029 (Pink Patch Project - Revenue) \$260

010-430-431-26609 (Pink Patch Project - Expenditure) \$260

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
010-430-431-26609	Pink Patch Project (Expenditure)	\$260.00

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

Account	Account Description	Transfer Amount
010-004-300-09029	Pink Patch Project (Revenue)	\$260.00

Justification: Please provide a brief justification for this budget amendment. *Pink Patch Project donations collected from July 2019 – Sept 2019*

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**

MEETING DATE: September 16, 2019
SUBJECT: Approval of Temporary Construction Easements for the Waterline Extension Project
PRESENTER: Town Attorney
ATTACHMENTS: Temporary Constructions Easements

DESCRIPTION/SUMMARY OF REQUEST:

Staff has been working on identifying all of the properties that may be affected by the Town's Waterline Extension Project. Fortunately all of the infrastructure will be constructed within DOT's rights-of-way pursuant to an encroachment agreement that the Town understands if forthcoming. This means that the Town will not be required to purchase any property or secure any permanent easements for the project. There are, however, seven (7) properties that the Town will be seeking temporary construction easements from in order to handle the borings and other construction related activity during the installation of the waterline.

Town Council is asked to approve the attached temporary construction easements subject to any minor modifications that may be necessary to secure the conveyance of these easements.

TOWN COUNCIL ACTION:

Town Council is asked to consider the following motion:

I move that we approve the temporary construction easements, authorize the Town Manager, Public Works Director and Town Attorney to make minor modifications to the easements as may be necessary to secure such easements, and to authorize the Mayor, Town Clerk, and Finance Officer to execute same.

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **SCOTT ANTHONY RAMMING and wife JENNIFER LANGDON RAMMING**, having an address of 494 Clarks Chapel Road, Weaverville, NC, 28787-8349 (“Owner”), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 (“Town”);

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town’s water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in those deeds recorded in Book 2031 at Page 149 of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9734-90-9160; and

WHEREAS, recognizing the benefits to Owner’s property and the Town by reason of the expansion of the Town’s water system, Owner wishes to assist the Town’s construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as “temporary construction easement” and located on the property of the Owner as shown on the attached Exhibit A, which is attached hereto and incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

_____(SEAL)
SCOTT ANTHONY RAMMING

_____(SEAL)
JENNIFER LANGDON RAMMING

TOWN OF WEAVERVILLE

By: _____(SEAL)
Allan P. Root, Mayor

Attest:

_____(SEAL)
Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for said County and State, hereby certify that **SCOTT ANTHONY RAMMING** and **JENNIFER LANGDON RAMMING** personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **HASHIM BADR and wife KHAWLAH BADR**, having an address of 18 Glen Cove Drive, Arden, NC, 28704-3227, (“Owner”), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 (“Town”);

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town’s water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in the deed recorded in Book 5379, Page 1218 of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9743-06-2401; and

WHEREAS, recognizing the benefits to Owner’s property and the Town by reason of the expansion of the Town’s water system, Owner wishes to assist the Town’s construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as “temporary construction easement” and located on the property of the Owner as shown on Exhibit A, which is attached hereto incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

_____(SEAL)
HASHIM BADR

_____(SEAL)
KHAWLAH BADR

TOWN OF WEAVERVILLE

By: _____(SEAL)
Allan P. Root, Mayor

Attest:

_____(SEAL)
Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for said County and State, hereby certify that **HASHIM BADR** and **KHAWLAH BADR** personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

_____ (Official Seal)

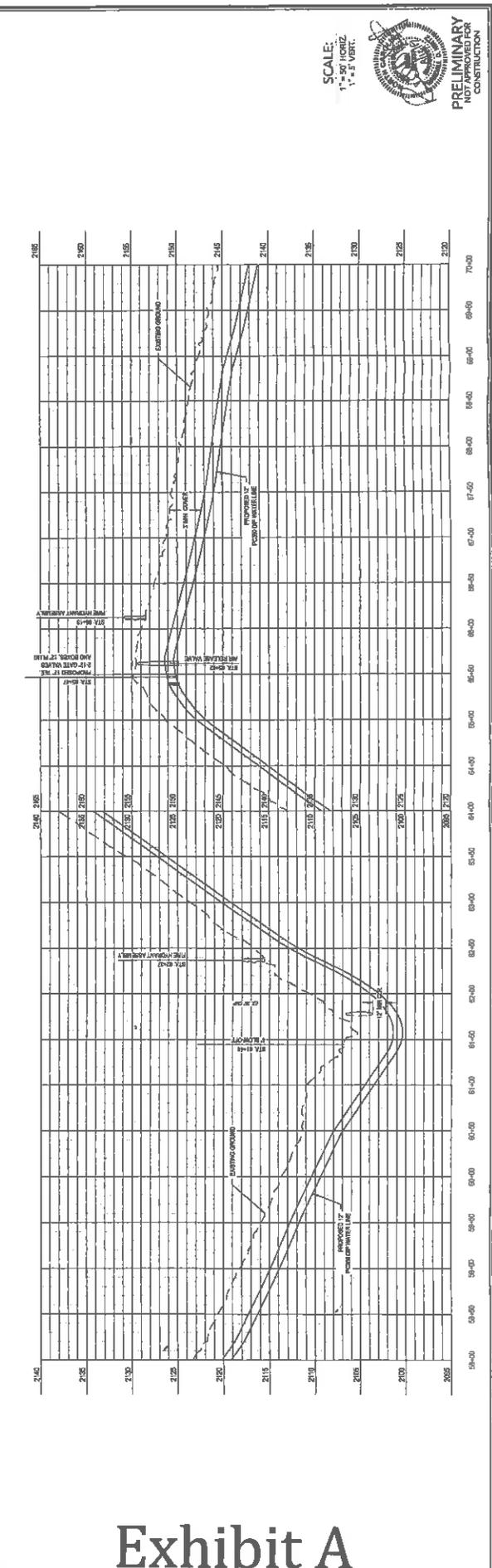
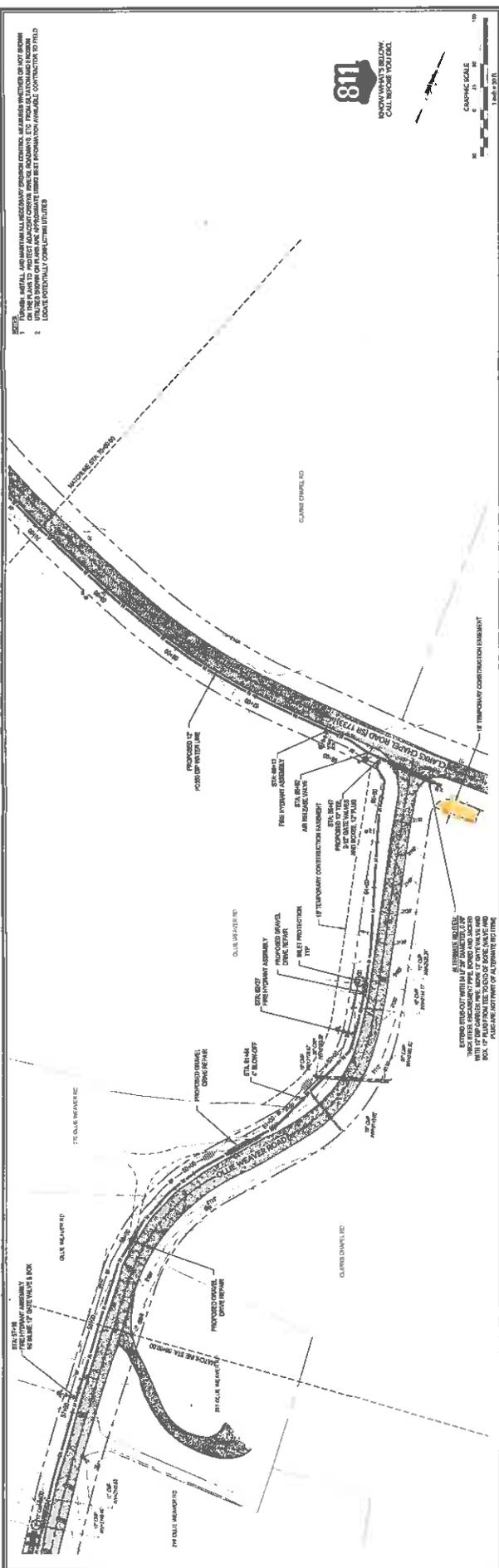
Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date



PLAN AND PROFILE STA. 58+00 - 70+00

TOWN OF WEAVERVILLE WATER SYSTEM IMPROVEMENT PROJECT
BUNCOMBE COUNTY
NORTH CAROLINA

WithersRavenel
Engineers / Planners / Surveyors
81 Carver Avenue, Suite 300 • Asheville, NC 28801 • (828) 252-2121 • www.withersravenel.com

Sheet No. **06**

PRELIMINARY
NOT FOR CONSTRUCTION

SCALE:
1" = 50' Horiz.
1" = 5' Vert.

811
KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.

GRAPHIC SCALE
1" = 50'

DATE: 08/20/2014

No.	Revision	Date	By	Check
1	Issue for Construction	08/20/14	JW	AW
2	Final	08/22/14	JW	AW

Owner: **Town of Weaverille**
 Design: **WithersRavenel**
 Construction: **WithersRavenel**

Exhibit A

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **KENNETH M. BAUERS and wife VIRGINIA A. BAUERS**, having an address of 44447 South Coburn Road, Hammond, LA, 70403-0412, (“Owner”), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 (“Town”);

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town’s water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in the deed recorded in Book 4593, Page 754 of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9733-96-3939; and

WHEREAS, recognizing the benefits to Owner’s property and the Town by reason of the expansion of the Town’s water system, Owner wishes to assist the Town’s construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as “temporary construction easement” and located on the property of the Owner as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

_____(SEAL)
KENNETH M. BAUERS

_____(SEAL)
VIRGINIA A. BAUERS

TOWN OF WEAVERVILLE

By: _____(SEAL)
Allan P. Root, Mayor

Attest:

_____(SEAL)
Derek K. Huninghake, Town Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, hereby certify that **KENNETH M. BAUERS** and **VIRGINIA A. BAUERS** personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

(Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

(Official Seal)

Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **COLE RIDDLE, LLC**, a North Carolina limited liability company having an address of 310 Murphy Edwards Hollar Road, Mars Hill, NC, 28754-8009, (“Owner”), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 (“Town”);

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town’s water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in the deed recorded in Book 5742, Page 785 of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9733-96-4680; and

WHEREAS, recognizing the benefits to Owner’s property and the Town by reason of the expansion of the Town’s water system, Owner wishes to assist the Town’s construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as “temporary construction easement” and located on the property of the Owner as shown on the attached Exhibit A, which is attached hereto and incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

COLE RIDDLE, LLC

_____(SEAL)
C. Kent Cole, Member Manager

_____(SEAL)
Jerry Clifford Riddle, Member Manager

TOWN OF WEAVERVILLE

By: _____(SEAL)
Allan P. Root, Mayor

Attest:

_____(SEAL)
Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for said County and State, hereby certify that C. Kent Cole and Jerry Clifford Riddle personally appeared before me this day and acknowledged that they are the member managers of **COLE RIDDLE, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by them on behalf of **COLE RIDDLE, LLC**.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the **TOWN OF WEAVERVILLE**, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

_____ (Official Seal)

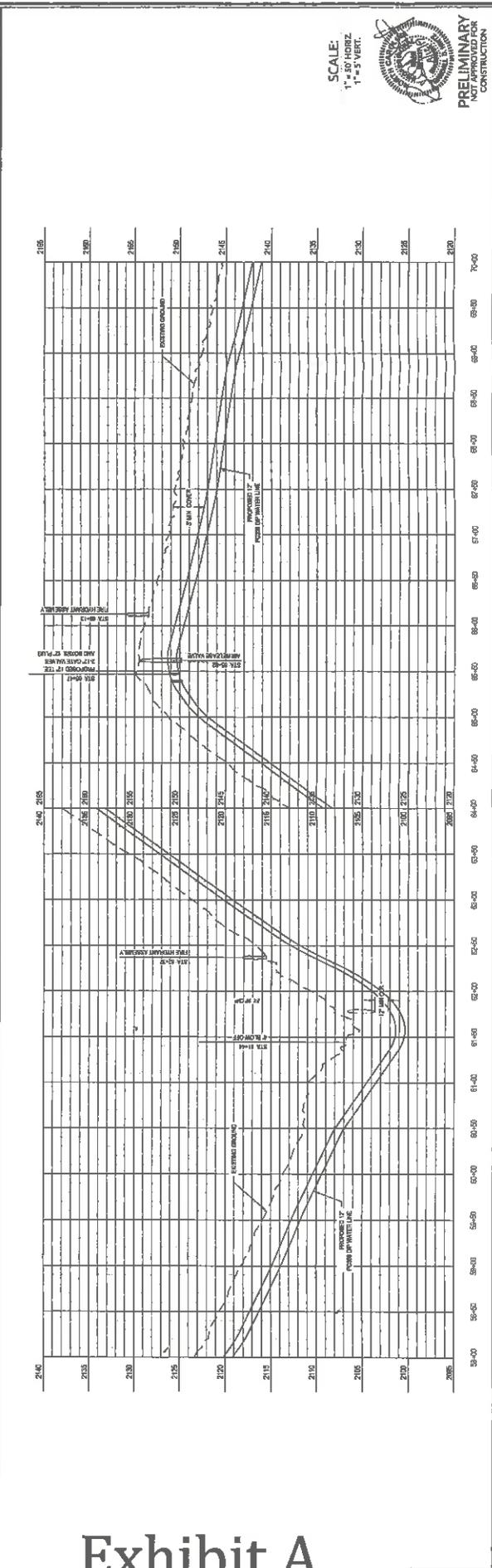
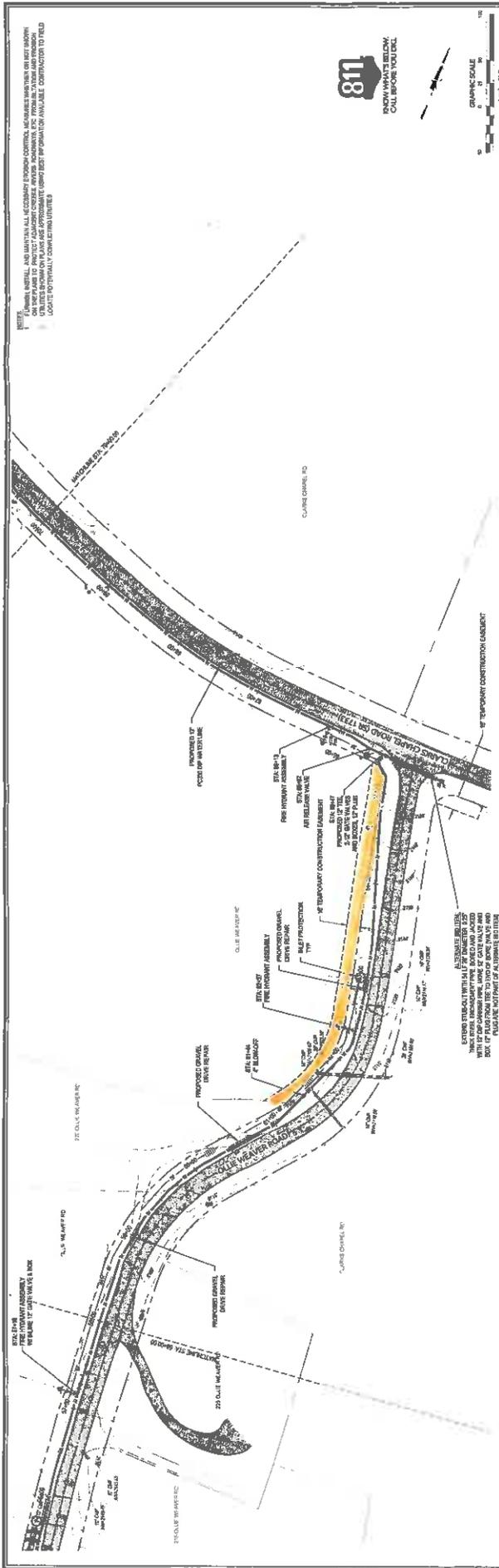
Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date



PLAN AND PROFILE STA. 58+00 - 70+00

TOWN OF WEAVERVILLE WATER SYSTEM
IMPROVEMENT PROJECT
BUNCOMBE COUNTY
NORTH CAROLINA

DATE	BY	SCALE
10/15/2019	JAC	1" = 40'
10/15/2019	JAC	1" = 40'
10/15/2019	JAC	1" = 40'

WithersRavenel
 Engineers | Planners | Surveyors
 4000 American Lane, Suite 200 | Asheville, NC 28801 | Tel: 828.252.0221 | Fax: 828.252.0222 | www.withersravenel.com

Exhibit A

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **PHYLLIS C. MITCHELL** (unmarried widow of William G. Mitchell)(and husband _____), having an address of 458 Clarks Chapel Road, Weaverville, NC, 28787-8348 (“Owner”), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 (“Town”);

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town’s water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in those deeds recorded in Book 1255 at Page 726 of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9733-99-0673; and

WHEREAS, recognizing the benefits to Owner’s property and the Town by reason of the expansion of the Town’s water system, Owner wishes to assist the Town’s construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as “temporary construction easement” and located on the property of the

Owner as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

_____(SEAL)
PHYLLIS C. MITCHELL

_____(SEAL)

TOWN OF WEAVERVILLE

By: _____(SEAL)
Allan P. Root, Mayor

Attest:

_____(SEAL)
Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for said County and State, hereby certify that **PHYLLIS C. MITCHELL** and _____ personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

(Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

(Official Seal)

Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date

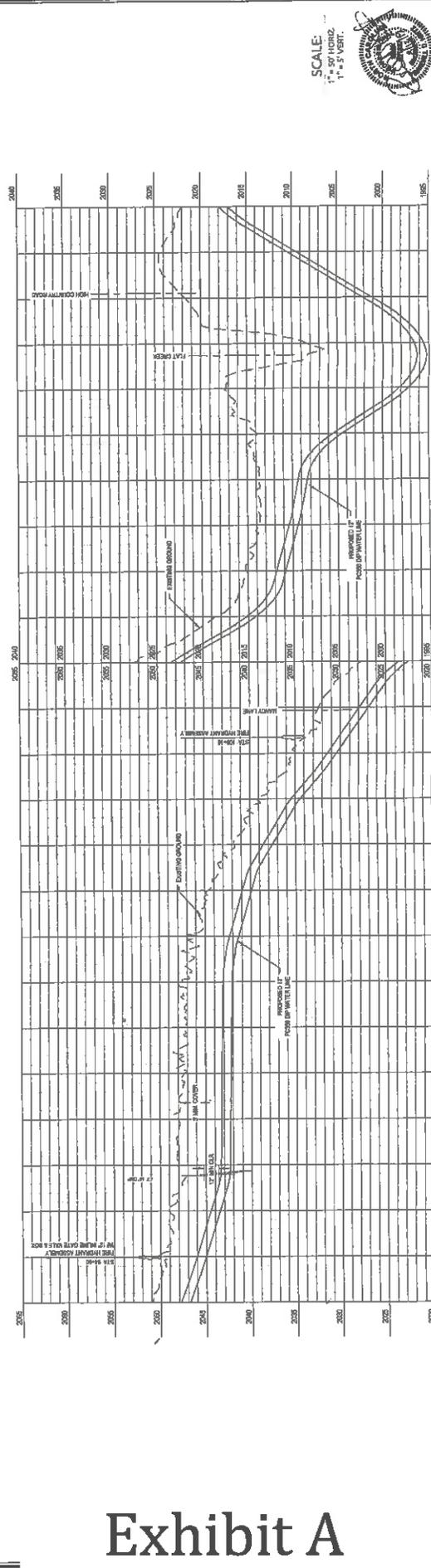
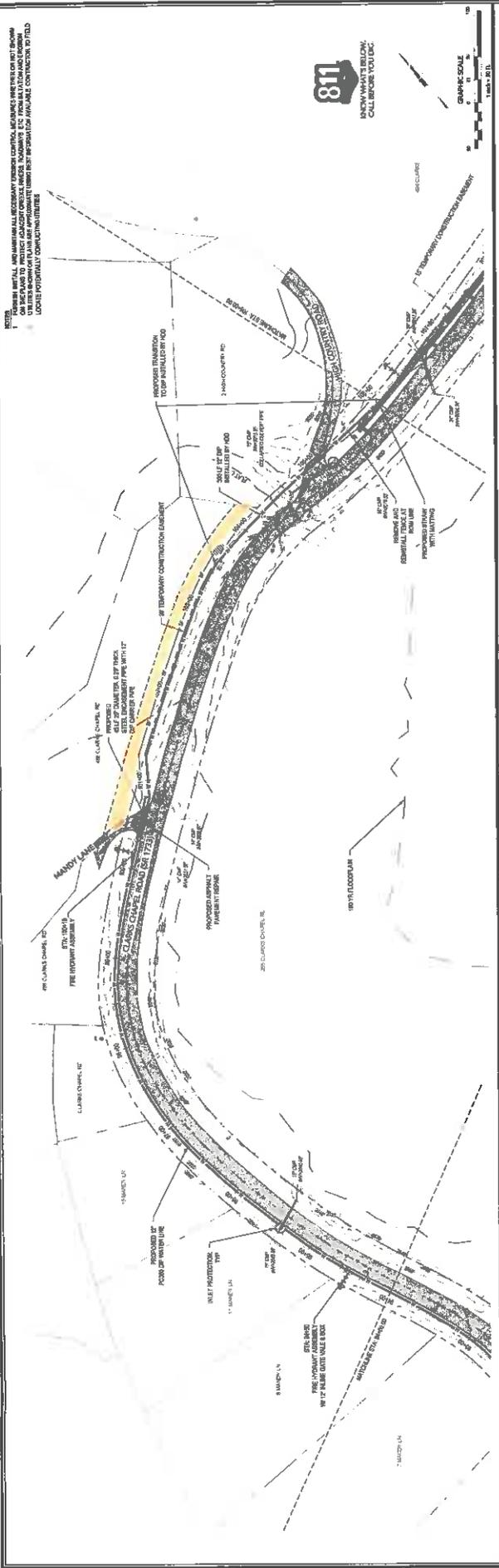


Exhibit A

NOTES:
 1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

811
 KNOW WHAT'S BELOW.
 CALL BEFORE YOU DIG.



SCALE:
 1" = 50' HORIZ.
 1" = 5' VERT.

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

<p>withersRavenel Engineers Planners Surveyors</p> <p>54 Glen Avenue, Suite 202 Raleigh, NC 27601 Tel: 919.733.1111 Fax: 919.733.1112 www.withersravenel.com</p>		<p>Sheet No. 09</p>
<p>PLAN AND PROFILE STA. 94+00 - 106+00</p>		
<p>TOWN OF WEAVERLY WATER SYSTEM IMPROVEMENT PROJECT</p>		<p>NORTH CAROLINA</p>
<p>TOWN OF WEAVERLY</p>		<p>BUNGEONE COUNTY</p>
<p>DATE: 08/11/2011</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>SCALE: AS SHOWN</p>	<p>DESIGNED BY: [Signature]</p> <p>DRAWN BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 08/11/2011</p>	<p>PROJECT NO. 11-0000</p>

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **MARJORIE ANN BROWN WEAVER SMITH and husband** _____, and **CLYDE LEE WEAVER and wife** _____, having an address of 6201 Cory Bret Lane, Charlotte, NC, 28278-6607 ("Owner"), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 ("Town");

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town's water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in those deeds recorded in Book 1830 at Page 627, Book 1862 at Page 138, Book 5216 at Page 290, and Book 5713 at Page 745, of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9733-94-7578, (It is noted that Linda Weaver Hartley died December 21, 2010, intestate a resident of Mecklenburg County, NC, survived by her two children, Cory Allan Hartley and Bret Leon Hartley); and

WHEREAS, recognizing the benefits to Owner's property and the Town by reason of the expansion of the Town's water system, Owner wishes to assist the Town's construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as "temporary construction easement" and located on the property of the Owner as shown on the attached Exhibit A, which is attached hereto and incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

_____(SEAL)
MARJORIE ANN BROWN WEAVER SMITH

_____(SEAL)

_____(SEAL)
CLYDE LEE WEAVER

_____(SEAL)

TOWN OF WEAVERVILLE

By: _____ (SEAL)

Allan P. Root, Mayor

Attest:

_____ (SEAL)

Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, hereby certify that **MARJORIE ANN BROWN WEAVER SMITH** and _____ personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, hereby certify that **CLYDE LEE WEAVER** and _____ personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date

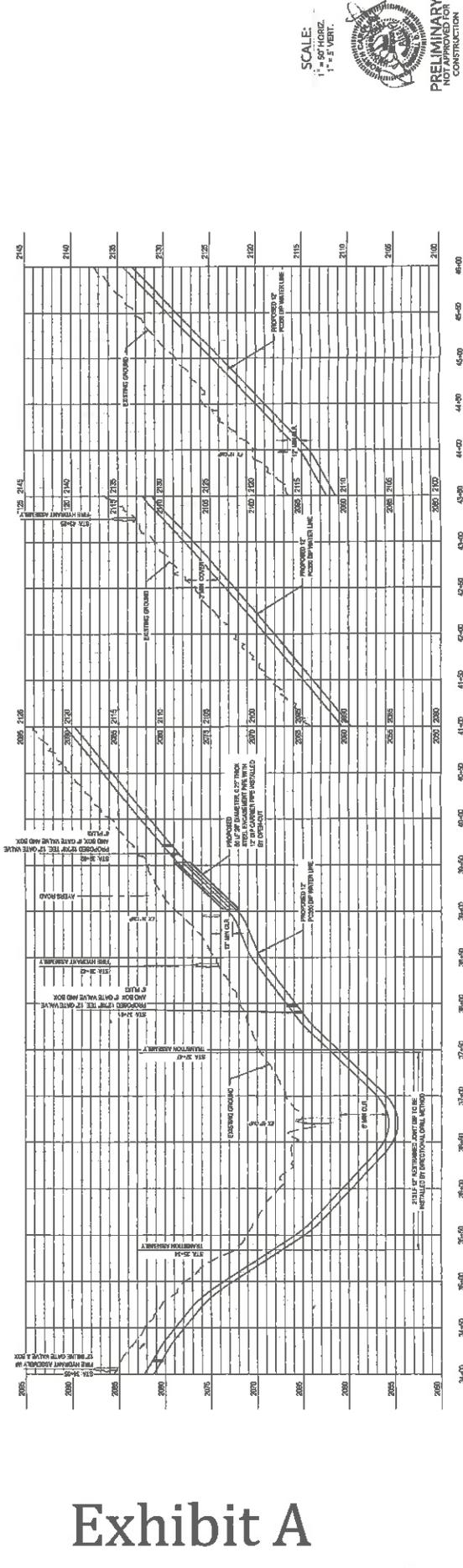
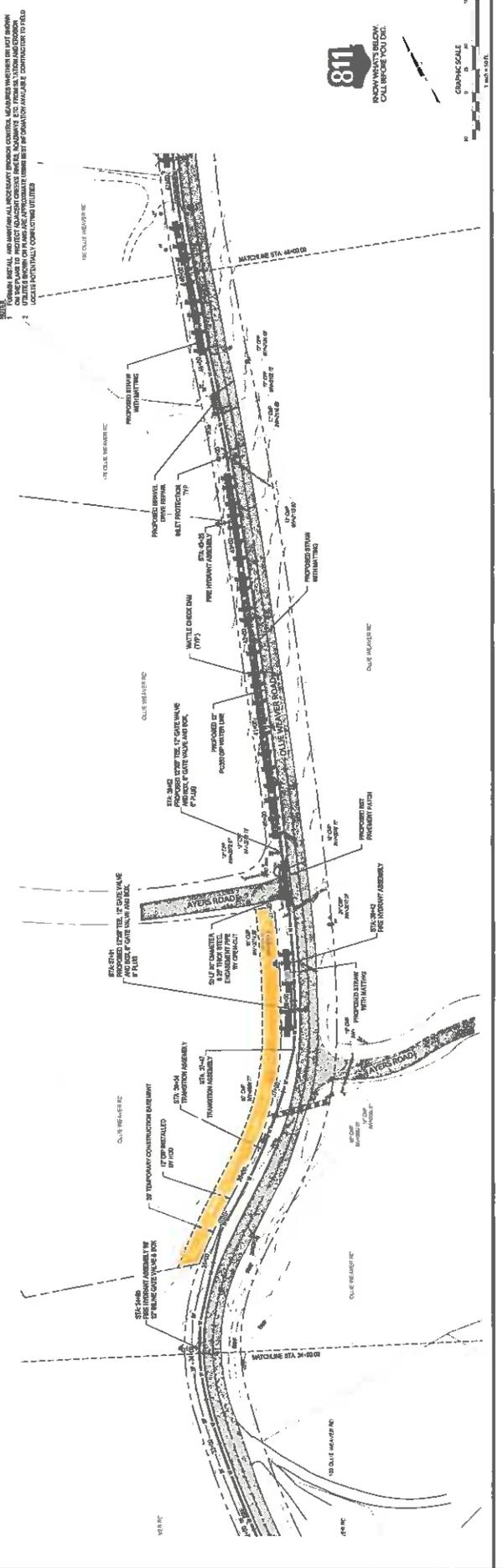


Exhibit A

811
 KNOW WHAT'S BELOW.
 CALL BEFORE YOU DIG.

SCALE:
 1" = 40' HORIZ.
 1" = 5' VERT.



PRELIMINARY
 NOT APPROVED FOR
 CONSTRUCTION

WithersRavenel
 Engineers | Planners | Surveyors
 8400 Capital Avenue, Suite 200 | Raleigh, NC 27615 | L. 34282 (GCC) | B. 34282 (C) | www.withersravenel.com

PLAN AND PROFILE STA. 34+00 - 46+00

TOWN OF WEAVERVILLE WATER SYSTEM
 IMPROVEMENT PROJECT
 BUNCOMBE COUNTY
 NORTH CAROLINA

DATE	BY	SCALE
10/15/2018	JPM	AS SHOWN

NORTH CAROLINA

TEMPORARY CONSTRUCTION EASEMENT

BUNCOMBE COUNTY

THIS DEED OF EASEMENT, made and entered into this ___ day of _____, 2019, by and between **JAMES BRUCE WEAVER and wife MARTHA T. WEAVER**, having an address of 107 Monticello Road, Weaverville, NC, 28787-8931, (“Owner”), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation, 30 South Main Street, Post Office Box 338, Weaverville, North Carolina 28787 (“Town”);

WITNESSETH:

WHEREAS, Town desires to construct waterline improvements that will expand the Town’s water system and ability to provide water to the residents of Weaverville and outside water customers;

WHEREAS, the Town desires to obtain a temporary construction easement over the property of Owner described herein in order to construct the waterline improvements;

WHEREAS, Owner is owner of the land described in the deed recorded in Book 1195, Page 41 of the Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9733-82-3391; and

WHEREAS, recognizing the benefits to Owner’s property and the Town by reason of the expansion of the Town’s water system, Owner wishes to assist the Town’s construction of the waterline improvements by the Town and has agreed to convey to Town a temporary easement and rights of-way for purposes herein described, over and across the property of the Owner and desires to execute this instrument to effectuate said agreement;

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable considerations, Owner does hereby give, grant, convey and assign unto the Town, its assigns or successors in interest, temporary easements for purposes of installing, constructing, operating, maintaining and repairing waterline improvements, including the right to go upon said land when the same is reasonably necessary for the purposes of installing, constructing, inspecting, maintaining and repairing waterline improvements, together with the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said waterline improvements during the period of construction of said improvements only upon the property located in Buncombe County, NC, described as follows:

The temporary construction easement shall include any and all areas marked or labeled as “temporary construction easement” and located on the property of the Owner as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

While utilizing the temporary construction easement, the Town and its contractors shall comply with state law. At the conclusion of the construction of the waterline improvements, the Town shall leave the Owner's property in a clean, neat, and safe condition, and will take all required steps to restore the Owner's property to its previous condition, notwithstanding the project.

It is understood and agreed that this temporary access and construction easement over the property of the Owner is exclusive to the Town until the Town gives written notice to the Owner, its heirs, assigns, or successors in interest that construction of the waterline improvements are completed, at which time this easement shall terminate.

The Town, as additional consideration for the grant of this Temporary Construction Easement, hereby releases the Owner from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Temporary Construction Easement and agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Temporary Construction Easement.

The Owner covenants with the Town that it is seized of the indicated premises in fee simple, and has the right to convey the Temporary Construction Easement;

IN TESTIMONY WHEREOF, said Owner has hereunto set their hand and seal, the day and year first above written. The Town joins in the execution of this Temporary Construction Easement in order to acknowledge its obligations set forth herein.

_____(SEAL)
JAMES BRUCE WEAVER

_____(SEAL)
MARTHA T. WEAVER

TOWN OF WEAVERVILLE

By: _____(SEAL)
Allan P. Root, Mayor

Attest:

_____(SEAL)
Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for said County and State, hereby certify that **JAMES BRUCE WEAVER** and **MARTHA T. WEAVER** personally appeared before me this day and acknowledged the due executed of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public of said county and state certify that Derek K. Huninghake, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

Witness my hand and official seal, this the ___ day of _____, 2019.

_____ (Official Seal)

Notary Public

Commission Expires: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act in compliance with N.C.G.S. § 159-28.

Tonya Dozier, Town Finance Officer

Date

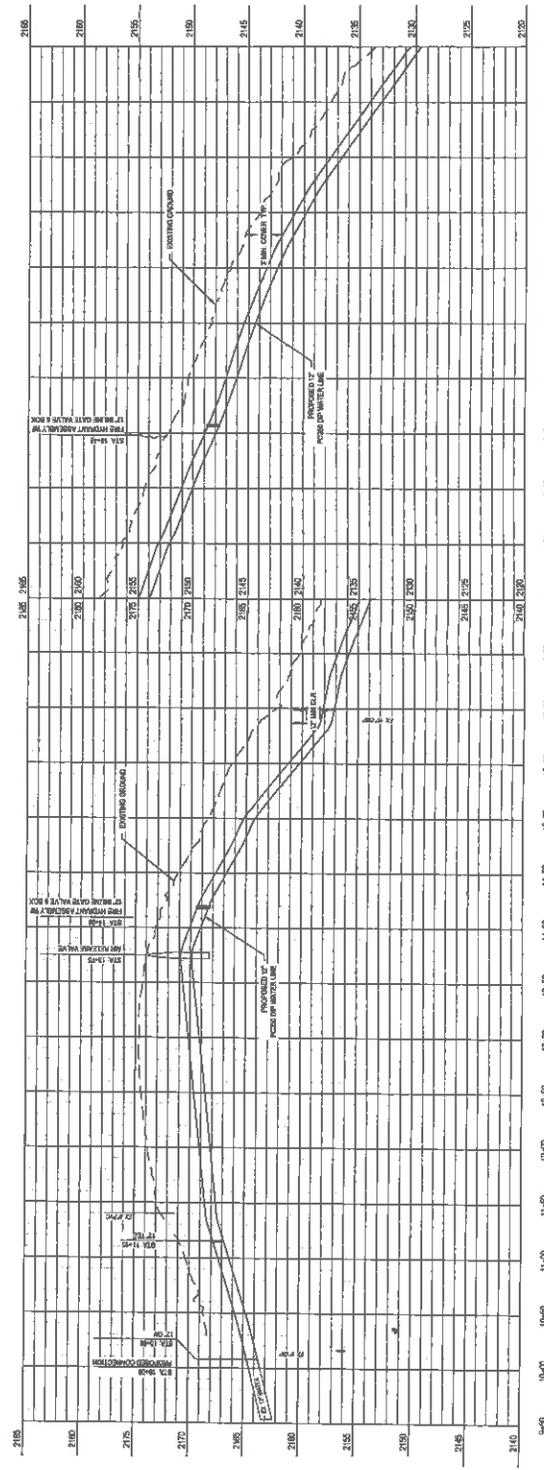
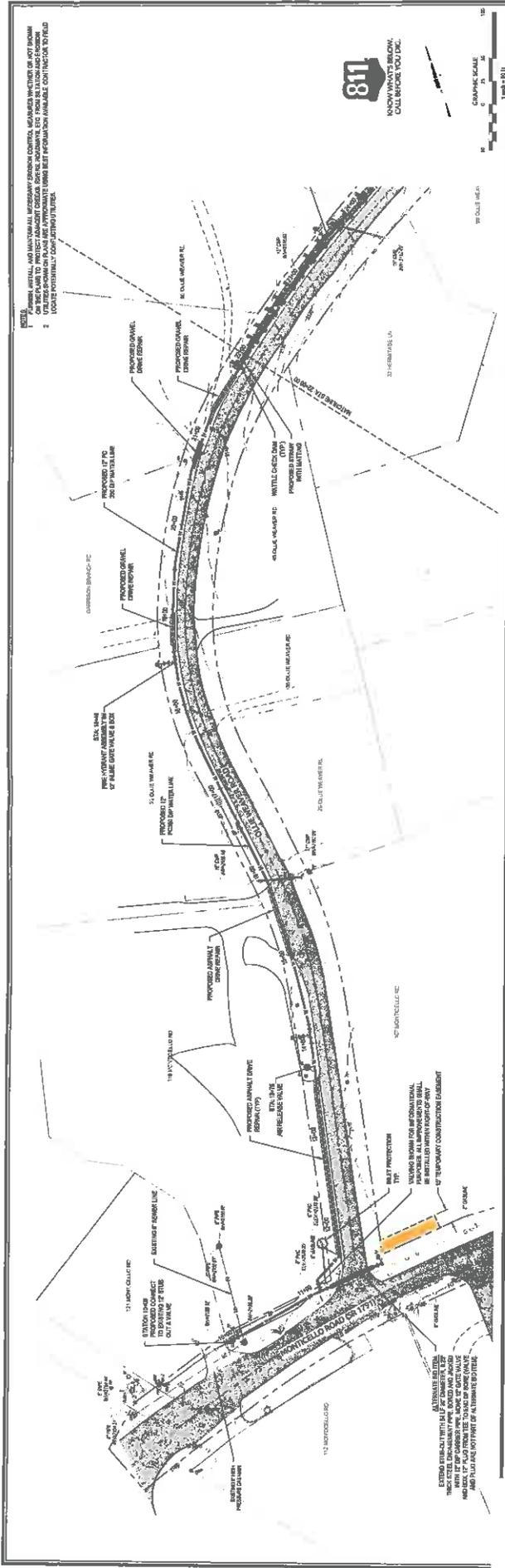


Exhibit A

NOTES:
 1. GENERAL INSTALL AND MAINTAIN ALL NECESSARY ENDORSEMENTS, SIGNAGES WHETHER BY ANY AGENCY OR BY THE TOWN OF WEAVERVILLE. ALL NECESSARY ENDORSEMENTS AND SIGNAGES SHALL BE INSTALLED AND MAINTAINED AT THE CONTRACTOR'S EXPENSE.
 2. LOCATE POTENTIALLY CONTAMINATING UTILITIES.

811
 KNOW WHAT'S BELOW.
 CALL BEFORE YOU DIG.



SCALE:
 1" = 20' HORIZ.
 1" = 5' VERT.



PRELIMINARY
 NOT APPROVED FOR
 CONSTRUCTION

Sheet No. **02**



PLAN AND PROFILE STA. 9+50 - 22+00

TOWN OF WEAVERVILLE WATER SYSTEM
 IMPROVEMENT PROJECT
 BUNCOMBE COUNTY
 NORTH CAROLINA

No.	Revison	Date	By	Check	Scale	Notes
1	01	02/18/20	JOS	JOS	AS SHOWN	ISSUED FOR PERMIT
2	02	03/02/20	JOS	JOS	AS SHOWN	ISSUED FOR PERMIT

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: September 16, 2019

SUBJECT: Ratification of Amended and Restated Interlocal Agreement – Fire Departments and First Due Size-Up Program

PRESENTER: Town Manager/Fire Chief

ATTACHMENTS: Amended and Restated Interlocal Agreement

DESCRIPTION/SUMMARY OF REQUEST:

On April 15, 2019, Town Council approved an interlocal agreement that allowed the Town to serve as a purchasing agent to secure the First Due Size-Up program for the various fire departments within the County. The First Due Size-Up program is a dispatch and pre-plan tool that allows emergency responders to have as much information as possible about the location they are responding to. The program pulls information from many different data bases such as GIS, tax records, permits and inspections, fire department pre-plans and many more to create a picture of the location with drawings, maps and pertinent information prior to arrival.

This program was implemented and the fire departments would like to renew the program for an additional year in the hope that Buncombe County will then appropriate funds to cover the cost of the program.

Once again the Town was asked to be the purchasing agent, and given that all of the departments reimbursed the Town very promptly and responsively, the Town agreed.

The cost of the program is \$2,560.00 for each of the 18 departments (including the Weaverville Fire Department) for an additional year of the program, and the Town through the attached interlocal agreement, agreed to be the purchasing agent to continue this program.

COUNCIL ACTION REQUESTED:

Town Council is asked to ratify the Amended and Restated Interlocal Agreement.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is entered into as of the 1st day of September, 2019, by and between the **TOWN OF WEAVERVILLE** ("Town"), and **FAIRVIEW FIRE DEPARTMENT, BLACK MOUNTAIN FIRE DEPARTMENT, WEST BUNCOMBE FIRE DEPARTMENT, SWANNANOA FIRE DEPARTMENT, WEAVERVILLE FIRE DEPARTMENT, REYNOLDS FIRE DEPARTMENT, ENKA FIRE DEPARTMENT, RICEVILLE FIRE DEPARTMENT, UPPER HOMINY FIRE DEPARTMENT, REEMS CREEK FIRE DEPARTMENT, BARNARDSVILLE FIRE DEPARTMENT, JUPITER FIRE DEPARTMENT, LEICESTER FIRE DEPARTMENT, FRENCH BROAD FIRE DEPARTMENT, WOODFIN FIRE DEPARTMENT, SKYLAND FIRE DEPARTMENT, BROAD RIVER FIRE DEPARTMENT, and GARREN CREEK FIRE DEPARTMENT** (collectively "Fire Departments"), ("Agreement");

WHEREAS, the Town, the Fire Departments and the Buncombe County Rescue Squad entered into an Interlocal Agreement on or about March 1, 2019, wherein the Town agreed to act as purchasing agent for the purchase and implementation of the First Due Size-Up software program that provides immediate and valuable information to aid fire and rescue workers during emergency situations ("Program");

WHEREAS, the obligations under that Interlocal Agreement were satisfied and the Program was successfully implemented on or about March 1, 2019 for a six month period;

WHEREAS, the Program is due to expire on September 1, 2019, and the Fire Departments, but not the Buncombe County Rescue Squad, wish to continue the Program for an additional one year period;

WHEREAS, the Fire Departments understand and believe that Buncombe County is studying the Program and considering funding it as early as FY2020-2021;

WHEREAS, the Fire Departments have requested and the Town has agreed to act as purchasing agent to secure the Program for use by the Fire Departments for an additional year upon the condition that the each of the Fire Departments agree to reimburse the Town of Weaverville for such payment as set forth in this Amended and Restated Agreement;

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. The Town of Weaverville agrees to act as a purchasing agent for the purchasing of the First Due Size-Up Program for an additional year with such payment being due on or about September 1, 2019, subject to the right of the Town of Weaverville to terminate at any time in its sole discretion.

2. The cost of the First Due Size-Up Program for a one year period beginning on September 1, 2019, is \$46,080.00 as reflected on the quote that is attached to this Agreement.
3. All of the Fire Departments made a party to this Agreement agree that they will each equally share in the cost of the Program with the amount of \$2,560.00 being due from each.
4. Based on such agreement the Town of Weaverville will secure the Program on behalf of the Fire Departments upon the condition that each department pay its equal share.
5. Each Fire Department must make payment to the Town of Weaverville within 14 days of receiving a request for payment.
6. Each Fire Department will use its best efforts to encourage Buncombe County to include the cost of the renewal of this Program within its budget.
7. This Agreement represents any and all agreements between the parties and contains all of the agreements on this matter. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Facsimile or electronic versions of this agreement shall have the same legal effect as an original. This Agreement cannot be amended unless the amendment is reduced to writing and signed by all parties.
8. This Agreement is binding upon and inure to the benefit of the parties, their successors and assigns. Nothing in this Agreement is intended, nor deemed, to confer any benefits on any third party nor shall such person or entity have any right to seek, enforce or recover any right or remedy under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Amended and Restated Interlocal Agreement as of the effective date written above.

TOWN OF WEAVERVILLE

By: 

SELENA D. COFFEY, Town Manager

By signing below, you acknowledge that you have the authority to enter into this Amended and Restated Interlocal Agreement on behalf of your department and/or non-profit corporation under which your department operates and to obligate your department to the terms contained herein:

FAIRVIEW FIRE DEPARTMENT: 

BLACK MOUNTAIN FIRE DEPARTMENT: 
Chief Scottie Harris

WEST BUNCOMBE FIRE DEPARTMENT: 

SWANNANOVA FIRE DEPARTMENT: 

WEAVERVILLE FIRE DEPARTMENT: 

REYNOLDS FIRE DEPARTMENT:

ENKA FIRE DEPARTMENT: 

RICEVILLE FIRE DEPARTMENT: 

UPPER HOMINY FIRE DEPARTMENT: 

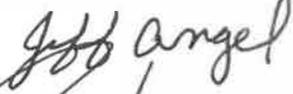
REEMS CREEK FIRE DEPARTMENT: Michelle Winstou, President

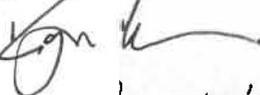
BARNARDSVILLE FIRE DEPARTMENT: 

JUPITER FIRE DEPARTMENT: 

LEICESTER FIRE DEPARTMENT: 

FRENCH BROAD FIRE DEPARTMENT: 

WOODFIN FIRE DEPARTMENT: 

SKYLAND FIRE DEPARTMENT: 

BROAD RIVER FIRE DEPARTMENT: Brent Hayner

GARREN CREEK FIRE DEPARTMENT: 

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: September 16, 2019
SUBJECT: Update on High Density Single Family Residential Development
PRESENTER: Planning Director
ATTACHMENTS: Staff Report

DESCRIPTION/SUMMARY OF REQUEST:

Consistent with a high priority goal identified in the adopted Comprehensive Land Use Plan, staff has been working on some regulations which would address high density single family residential development. On September 3, 2019, the Planning and Zoning Board began its study of the possible regulations and had good discussions on the topic. Staff and the Planning and Zoning Board reached a consensus that the creation of a new district is preferable to amending an existing residential district.

In its work on this subject, staff has identified the following justifications for such a district:

- Could add to a balance of residential development
- Could address the continued interest for this type of development
- Could provide an easier way to achieve this type of development (currently a CZD is required)
- Could be of interest to both younger and older residents
- Could encourage more affordable, workforce-type housing options

If Town Council has a primary objective for a high density single family residential district it would be helpful to the Board's continued discussions on the topic. It would also be helpful to know up front if Town Council is more inclined to modify an existing district as opposed to creating a new one.

TOWN COUNCIL ACTION:

Town Council discussion to provide early input is requested.

Town of Weaverville, North Carolina
**Staff Report: How to Better
Accommodate High Density Single
Family Residential Development**

Prepared: August 2019
Amended: September 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Plats Pertaining to the Developments Commonly Known as Creekside Village, Lakeside Meadows, Lillie Farm Cove, Partridge Berry and Weaver Village

Town Council Priority

Within the recently adopted Comprehensive Land Use Plan (CLUP) Town Council prioritized each individual goal stated within said plan. “Consider land use regulation that provides for high density single family residential development” (pg.29) was given priority 1 (highest) and staff has chosen here to begin the work toward achieving the goals set forth in the CLUP.

Analysis of Existing Conditions

In order to begin analyzing the best way for the town to accomplish the stated goal of providing land use regulation that accommodates high density single family residential development, staff believes it prudent to observe the existing conditions within similar developments which were approved via a conditional zoning district or special use permit, which, to date, were the only ways for such a project to come to fruition.

Analysis of Existing Conditions Related to High Density Single Family Residential Projects
All Projects Shown Have Public Water and Sewer

Lillie Farm Cove:		North Main / Critter Trail			
Mean Lot Area:	.1113 acres	4,848.23 sq.ft.			
Largest Lot:	.2 acres	8,698 sq.ft.			
Smallest Lot:	.08 acres	3,672 sq.ft.			
Approximate Mean Lot Width:	45 ft.				
Setbacks:	25 front	6 sides	10 rear		

Lakeside Meadows:		Merrimon / Brown			
Mean Lot Area:	.1847 acres	8,045 sq.ft.			
Largest Lot:	.289 acres	12,589 sq.ft.			
Smallest Lot:	.134 acres	5,837 sq.ft.			
Approximate Mean Lot Width:	50 ft.				
Setbacks:	15 front	5 sides	10 rear		

Town of Weaverville, North Carolina
**Staff Report: How to Better
Accommodate High Density Single
Family Residential Development**

Prepared: August 2019
Amended: September 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Plats Pertaining to the Developments Commonly Known as Creekside Village, Lakeside Meadows, Lillie Farm Cove, Partridge Berry and Weaver Village

Creekside Village (Phase 3):		Merrimon / Aiken			
Mean Lot Area:	.1535 acres	6,688 sq.ft.			
Largest Lot:	.203 acres	8,843 sq.ft.			
Smallest Lot:	.13 acres	5,663 sq.ft.			
Approximate Mean Lot Width:	60 ft.				
Setbacks:	10 front	5 sides	10 rear		

Weaver Village:		Weaver / Weaver Village			
Mean Lot Area:	.1222 acres	5,323 sq.ft.			
Largest Lot:	.145 acres	6,316 sq. ft.			
Smallest Lot:	.108 acres	4,7,04 sq. ft.			
Approximate Mean Lot Width:	60 ft.				
Setbacks:	None: Site Specific Plan				

Partridge Berry:		Reems Creek / Dogwood			
Mean Lot Area:	.1669 acres	7,270 sq.ft.			
Largest Lot:	.207 acres	9,017 sq.ft.			
Smallest Lot:	.127 acres	5,532 sq. ft.			
Approximate Mean Lot Width:	50 ft.				
Setbacks:	15 front	5 sides	10 rear		

What these numbers indicate are lots which would not be permissible within any of the Town’s standard zoning districts, the approval of which would be an administrative decision, and processed through the Town’s subdivision review and approval procedures. Deficiencies include calculations related to lot area, lot width, setbacks and in some cases all three variables based upon the dimensional requirements of our residential districts.

It is the belief and understanding of staff that it is the desire of Town Council for such conditions to exist where these developments could be treated as traditional subdivisions within a standard zoning district and subject to the aforementioned review process. Here is where work begins on accomplishing one of the first prioritized stated goals of the CLUP.

Town of Weaverville, North Carolina
**Staff Report: How to Better
Accommodate High Density Single
Family Residential Development**

Prepared: August 2019
Amended: September 2019

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan; Plats Pertaining to the Developments Commonly Known as Creekside Village, Lakeside Meadows, Lillie Farm Cove, Partridge Berry and Weaver Village

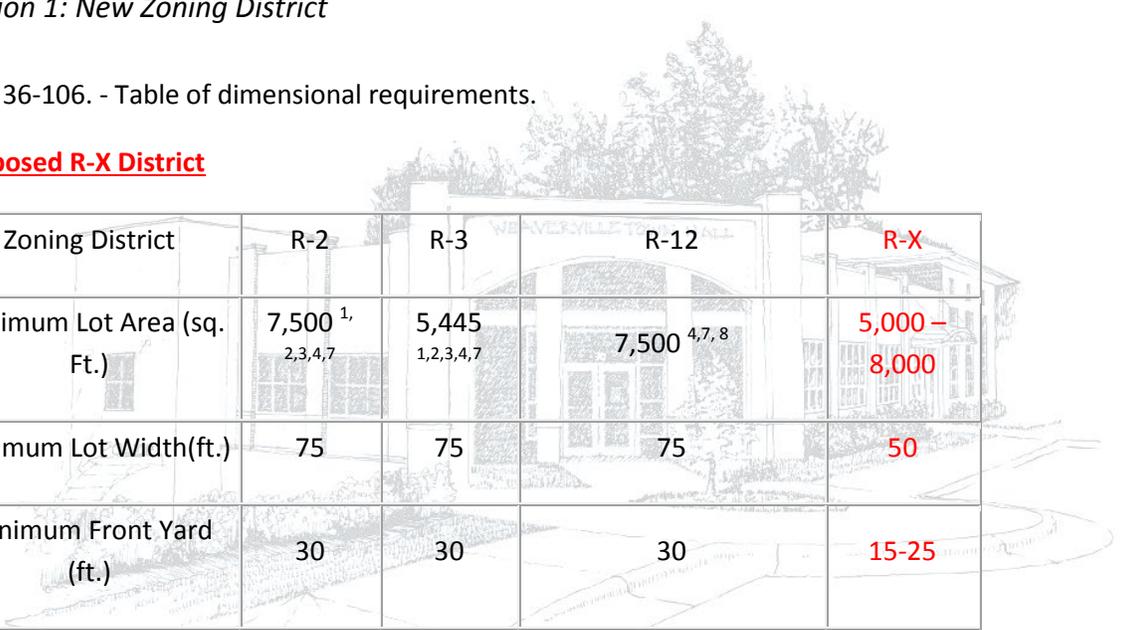
How to Better Accommodate High Density Single Family Residential Development?

Staff believes there are two options to accomplish the task at hand. Option 1: Create a new zoning district with dimensional requirements similar to the studied projects. ~~Option 2: Amend the dimensional requirements of an existing zoning district with dimensional requirements similar to the studied projects.~~ Each of these options comes with variables which may make it more or less likely for our stated goal to materialize.

Option 1: New Zoning District

Sec. 36-106. - Table of dimensional requirements.

Proposed R-X District



Zoning District	R-2	R-3	R-12	R-X
Minimum Lot Area (sq. Ft.)	7,500 ^{1, 2,3,4,7}	5,445 ^{1,2,3,4,7}	7,500 ^{4,7,8}	5,000 – 8,000
Minimum Lot Width(ft.)	75	75	75	50
Minimum Front Yard (ft.)	30	30	30	15-25
Minimum Side Yard (ft.) Abutting Residential District	10 ⁶	10 ⁶	10 ⁶	5-10
Minimum Rear Yard (ft.) Abutting Residential District	10 ⁶	10 ⁶	10 ⁶	10

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Height Limit (ft.)	35	35	45 and no more than 3 stories	35
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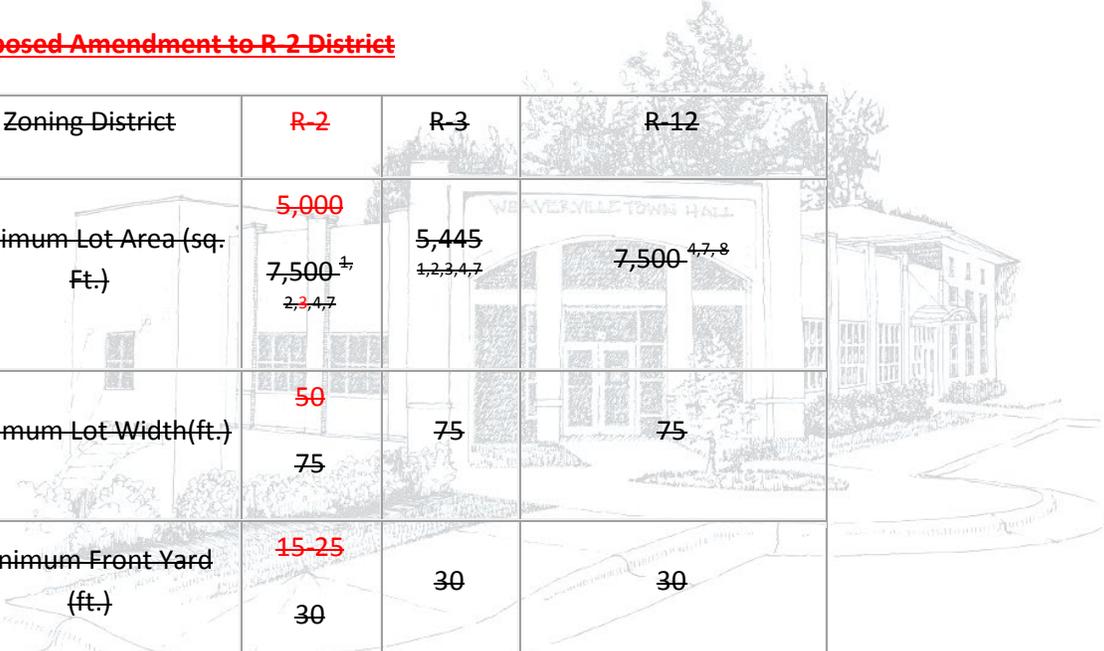
(Option 2 Not Preferred as per the Consensus of the Planning and Zoning Board on September 3, 2019)

Option 2: Amend Existing Zoning District

Sec. 36-106. Table of dimensional requirements.

Proposed Amendment to R-2 District

Zoning District	R-2	R-3	R-12
Minimum Lot Area (sq. Ft.)	5,000 7,500 ^{4,7} 2,3,4,7	5,445 1,2,3,4,7	7,500 ^{4,7,8}
Minimum Lot Width (ft.)	50 75	75	75
Minimum Front Yard (ft.)	15-25 30	30	30
Minimum Side Yard (ft.) Abutting Residential District	5 10 ⁻⁶	10 ⁻⁶	10 ⁻⁶
Minimum Rear Yard (ft.) Abutting Residential District	10 ⁻⁶	10 ⁻⁶	10 ⁻⁶



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Height Limit (ft.)	35	35	45 and no more than 3 stories
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3. ~~5,000~~ **5,500** additional square feet for each additional dwelling unit when public water and/or sewer is available.

Other Considerations

- Due to statutory limitations, a municipality cannot totally prohibit manufactured housing (factory built using national HUD building code) from the jurisdiction. The R-3 zoning district within the Town exists for this purpose. Therefore, the possible amendment of the R-3 zoning district to accommodate high density single family residential will have to take this into consideration. ~~For instance, a subdivision is approved for a high density single family development under the parameters of the R-3 Zoning District but later uses the lots for the placement of manufactured homes. This would be a right of use and therefore permissible. It is the recommendation of staff to retain the R-3 Zoning District as is and amend a different zoning district should the path of amending an existing district be desired.~~
- Many ordinances distinguish between manufactured housing and modular housing (factory built using North Carolina Building Code). Modular units are often treated as site built homes for zoning purposes. This is the case within the Town of Weaverville as well.
- R-1 is presently the only zoning district in which the primary use of properties is for single family homes. ~~Meaning, amendments to R-2, R-3 and R-12 for the purpose of accommodating high density single family homes, special consideration should be given to the additional square footage required for subsequent dwelling units given that each of these district accommodate multifamily housing.~~
- Statutory limitations also dictate that a family care home, defined as an assisted living residence in which the housing management provides 24-hour scheduled and

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unscheduled personal care services for not more than six unrelated residents, must be treated the same as a single family home. A new district created to accommodate high density single family residential uses must also permit as a right of use family care homes under state law, “if 6 or fewer disabled persons, must treat same as single family residence” and federal law, “reasonable accommodation.”



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: September 16, 2019
SUBJECT: Participation in a Water Regionalization Feasibility Study
PRESENTER: Public Works Director
ATTACHMENTS: Draft Letter of Support and Participation

DESCRIPTION/SUMMARY OF REQUEST:

The Town Manager and Public Works Director recently met with representatives of the Towns of Mars Hill and Marshall concerning water as a regional resource. They would like for the three municipalities to engage in a joint study regarding individual water supplies and possible regionalization of this resource. Mars Hill has offered to take the lead in applying for a grant to fund such a study but needs letters of support from Weaverville and Marshall prior to the grant application deadline of September 30th.

The Town's participation in the study is recommended as the Town is recognized as a major player in the provision of water in the region. A draft letter of participation is attached and states that that "we commit our willingness to cooperate to the extent necessary to perform a regionalization feasibility study for the purposes of ensuring regional water security for all systems involved." It is important to note that participation in the study does not bind the Town to take any action that might ultimately be recommended in the study, and that is clearly reflected in the draft letter.

TOWN COUNCIL ACTION:

Town Council is asked to consider supporting the grant application and participation in the feasibility study and authorizing the Town Manager to submit the attached letter of support and participation for inclusion in the grant application.

The Town of
Weaverville
NORTH CAROLINA

September 17, 2019

Jon Risgaard, SRF Section Chief
NC Department of Environmental Quality
Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Re: Town of Mars Hill – Water Regionalization Feasibility Study

Dear Mr. Risgaard:

The Town of Weaverville acknowledges the Town of Mars Hill's request to participate in a merger/regionalization feasibility study which will include the Town of Marshall, the Town of Mars Hill, and the Town of Weaverville. By submittal of this letter, we commit our willingness to cooperate to the extent necessary to perform a regionalization feasibility study for the purposes of ensuring regional water security for all systems involved. It is expressly understood that our collaboration in this study does not bind us to take action on any recommendation made as a result of the study.

We appreciate the opportunity to support the application in favor of a study.

Should you have any questions, please feel free to contact me.

Sincerely,

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

enclosures as stated

cc: Dale Pennell, Public Works Director

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

Date of Meeting: September 16, 2019

Subject: Departmental Quarterly Report

Presenter: Dale Pennell, Public Works Director

Attachments: Quarterly Report (June 2019 – August 2019)

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

Action Requested: No action requested.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET

JUNE 2019 - AUGUST 2019

WATER MAINTENANCE DIVISION:

	Jun-19	Jul-19	Aug-19	3 month average
Water Leaks Repaired	2	3	2	2
New Water Taps	2	14	15	10
Total Active Water Meters	2,843	2,859	2,884	2862
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	58	64	47	56
General Service Calls	129	123	109	120
Water Door Tags Delivered	22	28	35	28
Water Line Locate Utility Service Calls (811)	131	200	169	167
Water Meter Change Outs to Radio Read	4	13	20	12
Reservoir-Pump Station Site Checks	151	154	147	151
Water Line Construction Inspections:				
	Maple Trace IV	Maple Trace IV	Amblers Chase	
	Amblers Chase	Amblers Chase	828 North	
		Northridge	Northridge	
		commons	commons	
		828 North		

WATER PRODUCTION DIVISION:

(Gallons per month)

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

	Jun-19	Jul-19	Aug-19	3 month average
	20,537,000	21,201,000	21,745,000	21,161,000

(daily average vs. 1.5 MGD plant capacity)

	46%	46%	47%	46%
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1B. Raw water used at the WTP

	2,258,000	2,276,000	2,600,000	2,378,000
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1C. Finished water Produced at WTP

	18,279,000	18,925,000	19,145,000	18,783,000
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2. Water Purchased from Asheville

	0	0	0	0
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A1. TOTAL WATER PRODUCTION (1.C. + 2)

	18,279,000	18,925,000	19,145,000	18,783,000
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3. Finish Water used at WTP

	658,044	681,300	689,220	676,188
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A2. TOTAL WATER AVAILABLE FOR SALES

	17,620,956	18,243,700	18,455,780	18,106,812
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B. TOTAL METERED FOR BILLING

	15,984,500	12,992,800	12,747,300	13,908,200
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C. Metered, Non-Metered & Non-Billed Use by Town

	1,500,000	1,800,000	2,100,000	1,800,000
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D. Total Accounted For Water (B+C)

	17,484,500	14,792,800	14,847,300	15,708,200
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E. TOTAL UNACCOUNTED (A-D)

	794,500	4,132,200	4,297,700	3,074,800
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F. MONTHLY UNACCOUNTED WATER (E/Ax100)

	4.3%	21.8%	22.4%	16.4%
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WATER CAPACITY VS PRODUCTION:

(Gallons per day)

Water Plant Design Capacity

	Jun-19	Jul-19	Aug-19	3 month average
	1,500,000	1,500,000	1,500,000	1,500,000

Net Sellable Production Capacity (80%)	1,200,000	1,200,000	1,200,000	1,200,000
Average Daily Production	609,300	630,833	638,167	626,100
Total Water Production (A above) / 30 days in month	40.6%	42.1%	42.5%	41.7%
AVERAGE USE RELATIVE TO DESIGN CAPACITY				
Current Water Commitments for future development	407,504	407,504	407,504	407,504
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD	67.8%	69.2%	69.7%	68.9%

STREET MAINTENANCE DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed	Jun-19	Jul-19	Aug-19	3 month average
Roads paved	5	8	4	6
na	Church Street	North Street	North Street	Hamburg Drive
	Oakwood Drive	West Street	West Street	
	Clock Parking Lot	Wildwood Ave	Wildwood Ave	
		Florida Ave	Florida Ave	
		Georgia Ave	Georgia Ave	

PARKS, RECREATION, & FACILITY MAINTENANCE DIVISION:

P&R Special Projects/Repairs Completed	Jun-19	Jul-19	Aug-19	3 month average
	1	1	3	2

SANITATION DIVISION:

	Jun-19	Jul-19	Aug-19	3 month average
Residential Collection Points	1844	1844	1844	1844
Monthly Residential Collections (4/month)	7376	7376	7376	7376
Business Pick Ups	76	76	76	76
Business Pick Ups (4/month)	304	304	304	304
Residential Set-Outs	84	84	84	84
Residential Set-Outs (4/month)	336	336	336	336
TOTAL points picked up per month	8016	8016	8016	8016
Total Tons to Landfill	104.23	140.31	104.65	116.40
Average Pounds Per Collection Point (per week)	26.0	35.0	26.1	29.0
Cubic Yards - Yard Debris	45	67	175	96
Cubic Yards - Brush Chipped	193	269	258	240
Cubic Yards - Leaf Collection	0	0	0	0

MISC

1. We are participating in the state's campaign "Recycle Right NC" in an effort to minimize contamination of our recyclables.
2. USDA water line project is proceeding with permitting, easement acquisition, and interim financing.
3. Community Center plans 90% complete and almost ready for permitting.
4. 33 toter garbage cans were sold during the quarter.
5. Sludge disposal issue at WTP has been resolved by agreement with Buncombe County Landfill allowing dried sludge at \$43.75/ton.
6. May 2019 Outstanding Water Commitments total is 439,704 GPD; August 2019 is 407,504 GPD.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by:

Dale Pennell, Public Works Director

REVISED 05/21/2019

Water Line Status	Project with current commitment	Address	Description	Number of Units	Gallons per Connection	Projected Demand (GPD)
Design (outside town)	Doan Road Duplexes	near N Windy Ridge School	8 - 2 family duplexes	16	400	6,400
Construction	828 North (aka Blue Ridge Crossing)	Garrison Branch Road	174 Unit Apartment Project	176	229	40,304
Construction	Fairfield Inn	off of Weaver Blvd	104 Rooms	104	125	13,000
Construction	Ambler Chase Subdivision	Reems Creek Road	22 homes	21	400	8,400
Construction	Weaver Street Townhomes	Monticello and Northcrest Dr	53 units	53	400	21,200
Pending	Brown Street Apartments	37 Brown St	16 apartments	16	300	4,800
Pending	Stump Dump Apartments	135 Monticello Road	234 apartments	234	400	93,600
			Subtotal Current Projects			187,704
on-going	Existing but not active meter sets					
on-going	Projected inside-town vacant land development		164 open meter sets	164	250	41,000
on-going	Projected Outside-town-limit residential units			397	400	158,800
				50	400	20,000
			Subtotal On-going Projections			219,800
			Total Outstanding Commitments			407,504
SUMMARY OF PROJECTED WATER DEMANDS (GPD)						
Average metered and unmetered town usage per day				Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed
June 2019 - August 2019	Unaccounted-for daily water June 2019 - August 2019	Outstanding Commitments (as of August 31, 2019)	Mars Hill agreement for emergency water (expired Oct. 20, 2015)			
523,606	102,493	407,504	0	1,033,603	1,500,000	68.91%
523,606	102,493	407,504	200,000	1,233,603	1,500,000	82.24%