

TOWN OF WEAVERVILLE

AGENDA

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

**October 21, 2019
Regular Meeting at 7:00 pm**

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Root
2. PUBLIC HEARING: Rezoning of Unaddressed Merrimon Ave. from I-1 to R-12	1	Planning Director
3. PUBLIC HEARING: Annexation & Initial Zoning of R-12 for Unaddressed Monticello Rd	28	Planning Director
4. Approval/Adjustments to the Agenda		Mayor Root
5. Approval of Minutes		Mayor Root
A. September 10, 2019 Town Council Regular Workshop Minutes	47	
B. September 16, 2019 Town Council Regular Meeting Minutes	49	
C. September 25, 2019 Town Council Special-Called Meeting Minutes	53	
6. General Public Comments		Mayor Root
7. Consent Agenda		Town Manager
A. Tax Collector’s Monthly Report	54	
B. Tax Release	56	
C. Road Closure Ordinance: Christmas Parade	57	
D. Approval of Amendment to Planning & Zoning Board Rules of Procedure: Voting	61	
E. Approval of U.S. Cellular Tower Lease	63	
F. Budget Amendment: ABC Distribution	81	
8. Town Manager’s Report	83	Town Manager
9. Discussion & Action Items		
A. Rezoning of Unaddressed Merrimon Ave. from I-1 to R-12	84	Planning Director
B. Annexation & Initial Zoning of R-12 for Unaddressed Monticello Road	87	Planning Director
C. Waterline Extension Project *	91	Town Attorney
D. Quarterly Report: Finance	96	Finance Director
E. Quarterly Report: Planning	109	Planning Director
10. 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)(5). To establish or to instruct the public body's staff concerning the position of the public body in negotiating the price and other terms of a contract for the acquisition of real property and/or amount of compensation or other terms of an employment contract ...		
C. N.C.G.S. § 143-318.11(a)(6). To consider the qualifications, competence, performance, character, fitness, conditions of appointment, ... of an individual public officer or employee ...		
.11. 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.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

PUBLIC HEARING

Date of Meeting: Monday, October 21, 2019

Subject: Public Hearing on the Proposed Rezoning of an Unaddressed Parcel on Merrimon Avenue from I-1 to R-12.

Presenter: Planning Director

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

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.

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.

The public hearing has been duly advertised in accordance with state statute and municipal ordinance.

Action Requested:

Public hearing before Town Council for the aforementioned proposed rezoning.



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: *Dele Lewis White
Louise T. O'Connor Revocable Trust*
PHONE NUMBER: *828-687-7177*

APPLICATION DATE: *8/19/19*
210 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: _____



**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.

**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

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

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

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

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

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 units x 400 gallons per day (GPD) = 54,000 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

All,

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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
AN ORDINANCE AMENDING THE TOWN'S ZONING MAP -
REZONING UNADDRESSED PARCEL ON MERRIMON AVENUE BEARING PARCEL
IDENTIFICATION NUMBER 9742-03-2555 FROM I-1 TO R-12**

WHEREAS, Town Council has been requested to approve a zoning map amendment which would rezone from I-1 to R-12 an unimproved parcel of land on Merrimon Avenue bearing Buncombe County Parcel Identification Number 9742-03-2555; and

WHEREAS, the Weaverville Planning and Zoning Board reviewed this rezoning request on September 3, 2019, found that the requested zone of R-12 is consistent with the Town's Comprehensive Land Use Plan, reasonable and in the public interest in that it is consistent with the future land use map, provides a balance of residential uses, and is more compatible with the residential uses in the surrounding area than an industrial use, and by a majority vote recommends that Council approve the rezoning request;

WHEREAS, Town Council has, this day, held a public hearing on this rezoning as required by law and by Town Code;

WHEREAS, Town Council finds that the rezoning of the property to R-12 is consistent with the Town's Comprehensive Land Use Plan and Chapter 36 of the Town's Code of Ordinances, is reasonable and in the public interest in that it is consistent with the future land use map, provides a balance of residential uses, and is more compatible with the residential uses in the surrounding area than an industrial use, and will allow the highest and best use of the property, and is in the best interest of the public;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Weaverville, North Carolina, that the official Weaverville Zoning Map is hereby amended to reflect that the above-referenced property is zoned as R-12, effective immediately.

ADOPTED THIS the 21st day of October, 2019, by a vote of ___ in favor and ___ against.

ALLAN P. ROOT, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

DEREK K. HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

**TOWN OF WEAVERVILLE
REGARDING THE MATTER OF:**

Rezoning - Public Hearing
Unaddressed Merrimon Avenue, Buncombe County PIN 9742-03-2555

AFFIDAVIT OF MAILING AND POSTING

Being first duly sworn, I, James W. Eller, do hereby swear or affirm that on the 1st day of October, 2019, I:

1. Mailed the attached Notice of Public Hearing, attached as Exhibit A, to all of the persons listed on the attached Exhibit B and that said mailing was accomplished by putting the Notice in envelopes, with postage pre-paid, addressed to all persons shown and at the addresses reflected on the attached Exhibit B, and that said envelopes were deposited in a U.S. Mail Box under the exclusive control of the U.S. Postal Service; and
2. Posted the attached Notice of Public Hearing Sign(s), Exhibit C, at the aforementioned location and that a Notice of Public Hearing, Exhibit A, was affixed to the reverse side of same.

This the 1st day of October, 2019.



James W. Eller

Sworn to and subscribed before me
this 1st day of October, 2019

Notary Public

My Commission Expires: 5/29/2021

[Notary Seal]



Exhibit A

NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the Town of Weaverville Town Council will hold a public hearing on Monday, October 21, 2019 at 7:00p.m. or at such time as Council reaches the matter. This meeting will occur within Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC to consider the following item:

Proposed Zoning Map Amendment related to a parcel of land known commonly by the parcel identification number 9742-03-2555, unaddressed Merrimon Avenue. The application calls for the rezoning of the aforementioned parcel from I-1 to R-12.

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

Exhibit B

Dale White
80 Church St.
Weaverville, NC 28787

Weaverville – 70 Reems Creek, LLC
4030 Wake Forest Rd. Ste. 349
Raleigh, NC 27609

Siera Properties, LLC
4910 18th Ave. W
Bradenton, FL 34209

Serrus Creekside, LLC
2 Davis Keats Dr.
Greenville, SC 29607

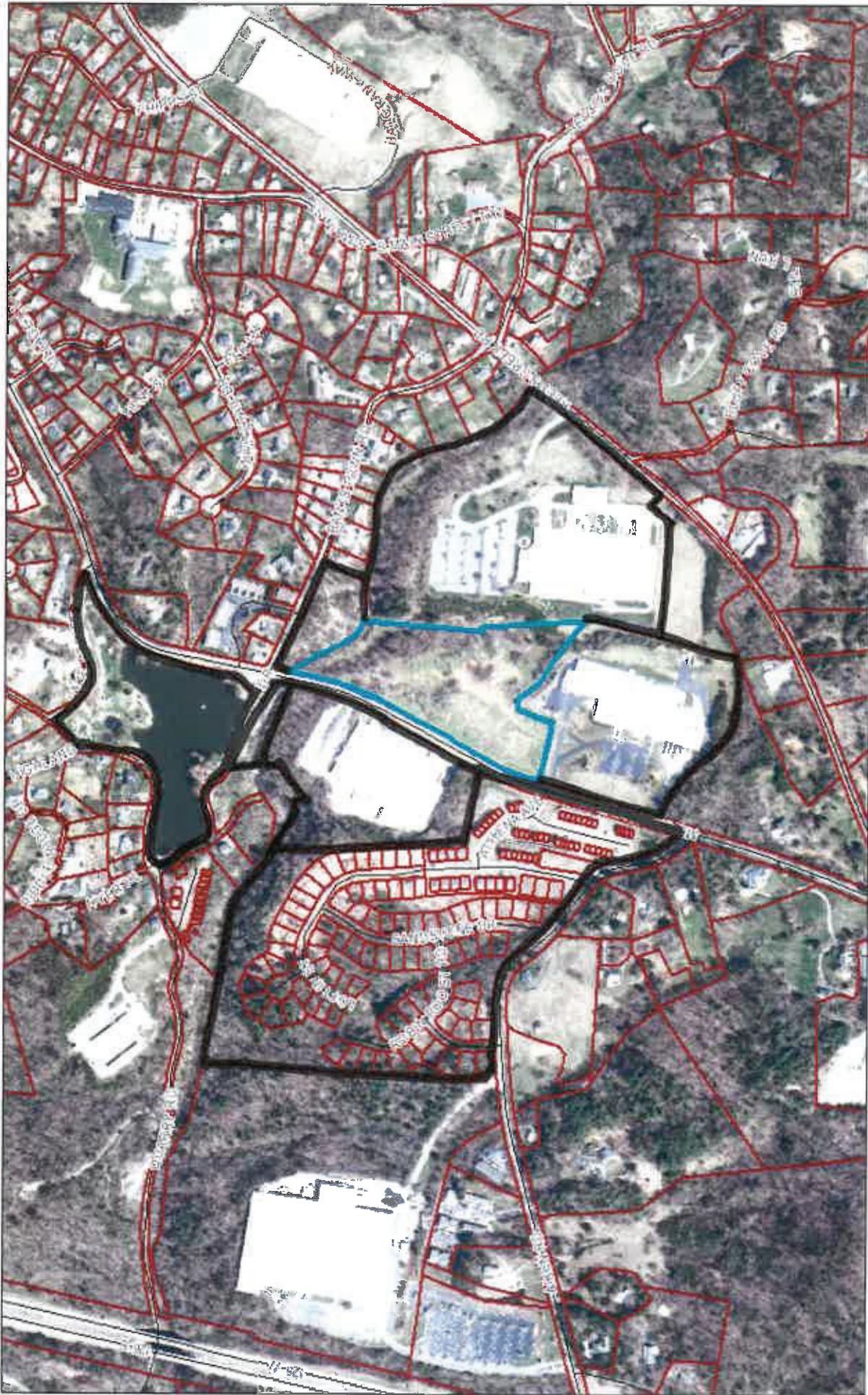
King Holdings, LLC
150 Westside Dr. Ste. 100
Asheville, NC 28806

William Barnes
PO Box 1123
Weaverville, NC 28787

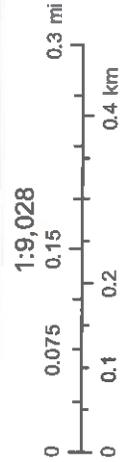
James Hickey
PO Box 1671
Weaverville, NC 28787

Town of Weaverville
PO Box 338
Weaverville, NC 28787

Buncombe County



October 1, 2019





AFFIDAVIT OF PUBLICATION

BUNCOMBE COUNTY

SS.
NORTH CAROLINA

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by law to administer oaths, personally appeared **Summer Casiano**, who, being first duly sworn, deposes and says: that she is the **Legal Clerk of The Asheville Citizen-Times**, engaged in publication of a newspaper known as **The Asheville Citizen-Times**, published, issued, and entered as first class mail in the City of Asheville, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **The Asheville Citizen-Times** on the following date: October 4, 11, 2019. And that the said newspaper in which said notice, paper, document or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

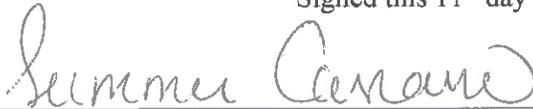
NOTICE OF PUBLIC HEARING

Public Notice is hereby given that the Town of Weaverville Town Council will hold a public hearing on Monday, October 21, 2019 at 7:00p.m. or at such time as Council reaches the matter. This meeting will occur within Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC to consider the following item:

Proposed Zoning Map Amendment related to a parcel of land known commonly by the parcel identification number 9742-03-2555, unaddressed Merrimon Avenue. The application calls for the rezoning of the aforementioned parcel from I-1 to R-12.

If you would like additional information or to review the content related to the Public Hearing you may contact Planning Eiler at 828-484-7002 or jeller@weavervillenc.org.
October 4, 11, 2019
0003822629

Signed this 11th day of October, 2019



(Signature of person making affidavit)

Sworn to and subscribed before me the 11th day of October, 2019.

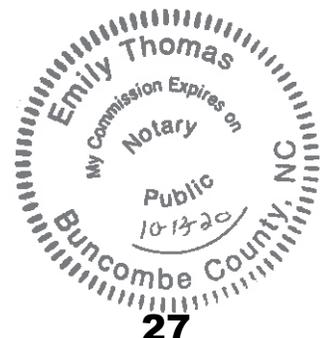


(Notary Public)

My Commission expires the 13th day of October, 2020

(828) 232-5830 | (828) 253-5092 FAX
14 O. HENRY AVE. | P.O. BOX 2090 | ASHEVILLE, NC 28802 | (800) 800-4204

 GANNETT



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

PUBLIC HEARING

Date of Meeting: Monday, October 21, 2019

Subject: Public Hearing on the Proposed Voluntary Annexation Petition of an Unaddressed Parcel on Monticello Road and the Initial Zoning Request of R-12 for the Same Property Described.

Presenter: Town Attorney / Planning Director

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

Description:

Council has instructed the Town Clerk 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. The public hearing has been duly advertised in accordance with state statute and municipal ordinance.

Action Requested:

Public hearing before Town Council for the aforementioned proposed voluntary annexation petition and initial zoning request.

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:

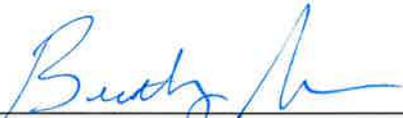
PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

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:	

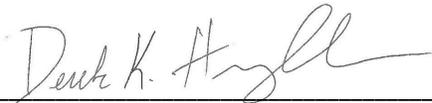
**CERTIFICATE OF SUFFICIENCY OF
ANNEXATION PETITION 2019-2
CREST RESIDENTIAL, LLC, PROPERTY AT
UNADDRESSED MONTICELLO ROAD**

TO THE WEAVERVILLE TOWN COUNCIL:

I, Derek K. Hunninghake, 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**

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
CREST RESIDENTIAL, LLC – +/-0.3 ACRES NEAR 135 MONTICELLO ROAD
ANNEXATION #2019-2**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-31 to annex the area described below and to designated the property as R-12 zoning; and

WHEREAS, the Town of Weaverville has the authority pursuant to Part 3 of Article 19 of Chapter 160A of the North Carolina General Statutes to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and to amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, Town Council directed the Town Clerk to investigate the sufficiency of the petition and the Town Clerk has certified the sufficiency of the petition;

WHEREAS, the Planning and Zoning Board has reviewed the requested R-12 zoning designation, found it to be consistent with the Town’s Comprehensive Land Use Plan, and submitted a unanimously recommendation in favor of R-12 if the property is annexed;

WHEREAS, a public hearing on the question of annexation and initial zoning was held in the Town’s Council Chambers at Town Hall on October 21, 2019, at 6:00 p.m., after due notice by publication on October 4, 2019, and on October 11, 2019;

WHEREAS, at the public hearing the residents of Weaverville were given an opportunity to be heard on any questions regarding the desirability of the annexation and the zoning request of R-12;

WHEREAS, Town Council finds that the petition is valid and the public health, safety, and welfare of the inhabitants of the Town and the area proposed for annexation will best be served by annexation of the area proposed;

WHEREAS, R-12 zoning is consistent with the Town's Comprehensive Land Use Plan, is reasonable and in the public interest;

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-31, the +/-0.3 acres which are shown on the survey that is attached hereto and incorporated herein by reference, described in Deed Book 5799 at Page 353, Buncombe County Registry, and further identified as Buncombe County Parcel Identification Number 9733-71-3521 is hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to the municipal taxes according to N.C. Gen. Sta. § 160A-58.10.

2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town of Weaverville.
3. The Zoning Map of the Town of Weaverville is hereby amended to establish an R-12 zoning classification for the property so annexed.
4. The property owner is directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes.
5. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Paragraph 1 above and shown on the attached survey, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.
6. This ordinance shall be in full force and effect immediately.

ADOPTED THIS the 21st day of October, 2019, by a ___ out of ___ vote.

ALLAN P. ROOT, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

DEREK K. HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

**TOWN OF WEAVERVILLE
REGARDING THE MATTER OF:**

Voluntary Annexation and Initial Zoning - Public Hearing
Unaddressed Monticello Road, Buncombe County PIN 9733-71-3521

AFFIDAVIT OF MAILING AND POSTING

Being first duly sworn, I, James W. Eller, do hereby swear or affirm that on the 1st day of October, 2019, I:

1. Mailed the attached Notice of Public Hearing, attached as Exhibit A, to all of the persons listed on the attached Exhibit B and that said mailing was accomplished by putting the Notice in envelopes, with postage pre-paid, addressed to all persons shown and at the addresses reflected on the attached Exhibit B, and that said envelopes were deposited in a U.S. Mail Box under the exclusive control of the U.S. Postal Service; and
2. Posted the attached Notice of Public Hearing Sign(s), Exhibit C, at the aforementioned location and that a Notice of Public Hearing, Exhibit A, was affixed to the reverse side of same.

This the 1st day of October, 2019.



James W. Eller

Sworn to and subscribed before me
this 1st day of October, 2019

Notary Public

My Commission Expires: 5/29/2021

[Notary Seal]



Exhibit A

**NOTICE OF PUBLIC HEARING
ON REQUEST FOR VOLUNTARY ANNEXATION
AND INITIAL ZONING**

The public will take notice that the **Town Council of the Town of Weaverville, North Carolina**, has called a public hearing at **7:00 p.m. on October 21, 2019**, in the Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC, on the questions of annexing a +/- .3 acre tract of land owned by Crest Residential, LLC, located on Monticello Road, into the Town of Weaverville, and providing an initial zoning designation of R-12 on the property should it be annexed. The property to be annexed is described in that deed recorded in Book 5799 at Page 353, Buncombe County Registry, and is also identified as Buncombe County Parcel Number 9733-71-3521.

The property owner initiated a voluntary annexation by filing a petition pursuant to N.C. General Statutes. All interested citizens are invited to attend the meeting and provide input during the public hearing.

If you would like more information concerning the annexation petition and zoning request please contact Jennifer Jackson at jjackson@weavervillenc.org or by calling 828-645-7116.

James Eller
Weaverville Deputy Town Clerk

Exhibit B

Crest Residential, LLC
500 Office Park Dr. Ste. 215
Birmingham, AL 35223

Riverside Stump Dump Inc.
620 Riverside Dr.
Asheville, NC 28801

Weaverville Apartment, LLC
PO Box 56607
Atlanta, GA 30343

Thomas Miller
209 Monticello Rd.
Weaverville, NC 28787

Martin Blank
5317 Fairfield W.
Atlanta, GA 30338

Blank Family Trust
209 Monticello Rd.
Weaverville, NC 28787

MDC NC1, LP
11995 El Camino Real
San Diego, CA 92130

Southeast Energy, LLC
7014 A C Skinner Pkwy. Ste. 290
Jacksonville, FL 32256

Cole CV Weaverville NC, LLC
PO Box 460369
Houston, TX 77056

Buncombe County



October 1, 2019

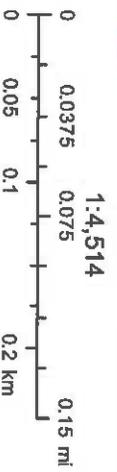
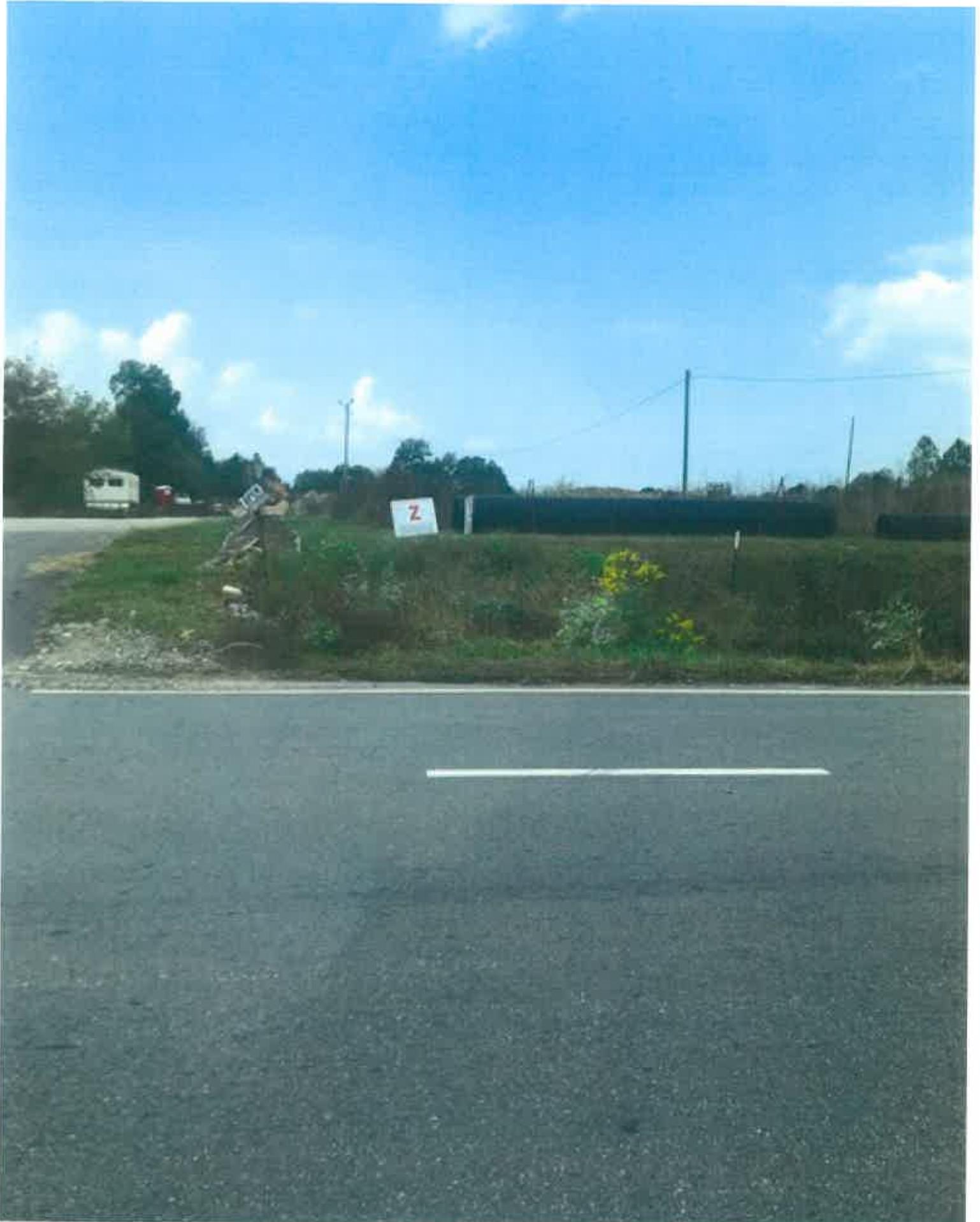


Exhibit e



AFFIDAVIT OF PUBLICATION

BUNCOMBE COUNTY

SS.
NORTH CAROLINA

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by law to administer oaths, personally appeared **Summer Casiano**, who, being first duly sworn, deposes and says: that she is the **Legal Clerk of The Asheville Citizen-Times**, engaged in publication of a newspaper known as **The Asheville Citizen-Times**, published, issued, and entered as first class mail in the City of Asheville, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **The Asheville Citizen-Times** on the following date: October 4, 11, 2019. And that the said newspaper in which said notice, paper, document or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

**NOTICE OF PUBLIC HEARING
ON REQUEST FOR VOLUNTARY
ANNEXTION AND INITIAL ZONING**

The public will take notice that the Town Council of the Town of Weaverville, North Carolina, has called a public hearing at 7:00 p.m. on October 21, 2019, in the Council Chambers at Town Hall located at 30 South Main Street, Weaverville, NC, on the questions of annexing a +/- .3 acre tract of land owned by Crest Residential, LLC, located on Monticello Road, into the Town of Weaverville, and providing an initial zoning designation of R-12 on the property should it be annexed. The property to be annexed is described in that deed recorded in Book 5799 at Page 353, Buncombe County Registry, and is also identified as Buncombe County Parcel Number 9733-71-3521.

The property owner initiated a voluntary annexation by filing a petition pursuant to N.C. General Statutes. All interested citizens are invited to attend the meeting and provide input during the public hearing.

If you would like more information concerning the annexation petition and zoning request please contact Jennifer Jackson at jjackson@weavervillenc.org or by calling 828-645-7116.

James Eller
Weaverville Deputy Town Clerk
October 4, 11, 2019
0003822788

Signed this 11th day of October, 2019



(Signature of person making affidavit)

Sworn to and subscribed before me the 11th day of October, 2019.

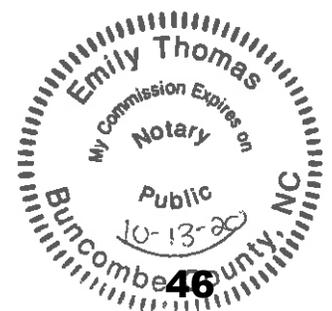


(Notary Public)

My Commission expires the 13th day of October, 2020

(828) 232-5830 | (828) 253-5092 FAX
14 O. HENRY AVE. | P.O. BOX 2090 | ASHEVILLE, NC 28802 | (800) 800-4204

 GANNETT





MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Workshop Meeting
Tuesday, September 10, 2019**

The Town Council for the Town of Weaverville met for its regular workshop meeting on Tuesday, September 10, 2019, at 7:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Councilmembers 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, Town Clerk Derek Huninghake, Finance Officer Tonya Dozier, Town Planner James Eller, Public Works Director Dale Pennell and Water Treatment Supervisor Trent Duncan.

1. Call to Order

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

2. Overview of Public and Private Streets within the Town

Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Public Works Director Dale Pennell and Town Planner James Eller all presented information from the workshop materials that were handed out to Town Council covering the roads and streets located within the Town. (materials attached)

Mayor Root wondered about the difference between the standards of Town streets and the standards of NCDOT roads and if there was any real cost difference. Public Works Director Dale Pennell mentioned that the main difference was the DOT only does a 6 inch base layer and 1-1/2 inches of asphalt. As for the Town, they have an 8 inch base layer and 2 inches asphalt. This is a cost increase of about 15 %, but the difference in the lifetime of the roads is 10-12 years for the DOT and 20 years for the Town.

Councilman McKenna asked about the advantages of bringing private roads into Town and changing them to public. Town Attorney Jennifer Jackson mentioned that one advantage of making more roads public is the increase in Powell Bill funding to the Town, which is based off a formula that factors in population and number of roads.

Councilmember Fitzsimmons questioned if roads could be properly inspected once there were paved, and if developers are coordinating with the Town for inspections. Public Works Director Dale Pennell noted that it is extremely difficult and costly to inspect roads once they are paved, since it would only be random spots on the road. Also, if the initial discussion is for the roads to stay private then the Town wouldn't be taking them in, so they would only inspect the road to make sure the Town waterlines were being protected. The main challenge for the Town if we continue to take in private roads will be providing adequate resources for inspections and maintenance.

Vice Mayor Jackson mentioned that developers are saving 15% for building the subdivision roads to DOT standards, but homebuyers probably aren't being made aware that DOT standards doesn't equal Town standards.

Councilmember Nagle discussed the probability of a subdivision with private roads getting annexed into the Town now. Town Planner James Eller mentioned that with the infrastructure present, Town Council is under no obligation to accept any infrastructure under these circumstances. However, under voluntary annexation the Town will have to establish and provide services under the same policy and procedures.

Councilmember Fitzsimmons discussed a situation where if Town Council had to vote on a voluntary annexation request that they could decide to accept the annexation and keep the roads as private. Town Attorney Jackson confirmed this scenario and noted that it would be two discretionary matters: (1) Town Council decision on whether to annex a property; (2) Town Council decision on whether to accept the private roads into the Town's public street system.

Councilman Nagle asked how much it cost to pave a mile of road. Public Works Director Dale Pennell mentioned that street paving costs have increased, two years ago a ton of asphalt was \$105, now it is \$125. It is costing the Town around \$500,000 per mile to pave the roads.

3. Staff Recommendations

Town Manager Selena Coffey discussed the staff recommendations that were listed on the worksheet. Highlights were to readopt the Town Street Standard Details, require a Town disclosure statement regarding streets on all plats and develop a formalized policy and procedure for inspection/testing and acceptance of newly constructed and existing private streets into the Town.

4. Town Council Discussion of Policy Issues Related to Streets

After further discussion, Town Council determined that with street costs increasing and the longevity difference in the roads, the Town standards that are in place should be maintained. Also, the Town should dictate the standards for private and public streets if we are going to annex, since we will have Town services provided at those locations and need to have access to it. Plus, the Town should try to place the inspection cost of the roads upon the developer with a street commitment.

Mayor Root asked staff to put together a document on how this would look and place it on Town Council's agenda, so that developers can come and give their input on the direction that the Town is looking in going for street standards in developments.

5. Adjournment

Vice Mayor/Councilman Jackson made the motion to adjourn the Special Called meeting; Councilwoman Sherrill seconded and all voted to adjourn the Council's meeting at 7:45 p.m.

Derek K. Huninghake, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Meeting
Monday, September 16, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, September 16, 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 Attorney Jennifer Jackson, Finance Officer Tonya Dozier, Town Clerk Derek Huninghake, Town Planner James Eller, Fire Chief Ted Williams, Police Chief Ron Davis, Public Works Director Dale Pennell and Water Treatment Supervisor Trent Duncan. Town Manager Selena Coffey was absent.

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 Nagle seconded and all voted in favor of the motion.

3. Approval of Minutes

Councilmember Sherrill made the motion to approve the minutes from August 19, 2019 Town Council Regular Meeting. Councilmember Fitzsimmons seconded the motion and all voted in favor on the approval of the minutes.

4. General Public Comment

Public comments were received as follows:

Michelle Wood, 15 North College St., on behalf of the Dry Ridge Museum thanked Town Council, Mayor and staff for giving them the storage and display space for their historical items until their space in the Community Center is completed, and for all the help and support they have received.

5. Consent Agenda

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

A. Monthly Tax Report – Informational Only

B. Tax Releases– *Approved tax releases of the personal property of Matthew Pennell at 46 Church Street valued at \$1,350, so that \$5.13 can be released from the 2019 levy and business personal property owned by Engaged Asheville LLC at 31 North Merrimon Avenue valued at \$48,789, so that \$185.40 can be released from the 2019 levy.*

C. Ratification of Road Closure Ordinance: Art in Autumn – *Approved Ratification of Road Closure Ordinance for 2019 Weaverville Art in Autumn Festival that is scheduled for September 21, 2019*

- D. Set Public Hearing on Rezoning of Merrimon Avenue Property for October 21, 2019 at 7pm – Council set Public Hearing on Rezoning of Merrimon Avenue property for October 21, 2019 at 7 pm.**
- E. Set Public Hearing on Annexation Petition & Initial Consideration of Monticello Road Property for October 21, 2019 at 7 pm – Council set Public Hearing on Annexation Petition and Initial Consideration of Monticello Road property for October 21,2019 at 7 pm**
- F. Budget Amendment: Pink Patch Project – Approved Budget Amendment**
- G. Approval of Temporary Construction Easements for Waterline Extension Project – Approved Temporary Construction Easements for Waterline Extension Project**

6. Town Manager’s Report

On behalf of Town Manager Coffey, Town Attorney Jennifer Jackson presented a report to Council including that 1) the 9/11 Remembrance Day at Lake Louise Park with Guest Speaker Craig Weeks was a very powerful event and thanked all of the organizers and staff that made the event possible; 2) the last 2nd Saturday Summer Series with performers, Fiddler Roger Howell and Friends, was held on September 14, 2019, and was a very enjoyable concert with a nice turnout; 3) Art in Autumn is Saturday, September 21, 2019 from 10am-6pm; 4) October is both Fire Prevention Month and Breast Cancer Awareness Month; The Fire Department will hold Fire Prevention activities during the month and the Police Department has been working on the Pink Patch Project; 5) Planning and Zoning Board meeting at October 1, 2019 at 6 pm; 6) Town Council Workshop on October 8, 2019 at 6 pm; 7) North Buncombe Homecoming Parade on October 11, 2019 from 4 – 5:30pm; 8) and next Town Council Regular meeting on October 21, 2019 at 7 pm; 9) lastly, Town Attorney Jackson noted that staff has been working on the upcoming Census, and reminded us that it is vitally important to have participation in this for representation and funding purposes. Ms. Jackson then asked that Lieutenant Somer Oberlin speak to Town Council about the Pink Patch Project.

Lieutenant Oberlin passed out Pink Patch Project patches and stickers to Town Council that are being sold to help raise funds for the project. She mentioned that the Pink Patch Project is designed to raise awareness of breast cancer and the importance of early detection. The Weaverville Police Department has been involved with this project for three years and this year the Town Manager has gotten all the departments to participate. All proceeds are donated to the Hope Chest for Women, which strictly serve Western North Carolina and helps women who have a positive cancer diagnoses. Upcoming fundraisers will be held at Eluvium’s Octoberfest, Rodney’s Bike Run on 10/10/19, and Lowe’s during the fire prevention campaign held by the Weaverville Fire Department.

7. Discussion and Action Items

A. Ratification of First Due Size Up Interlocal Agreement

Town Attorney Jennifer Jackson mentioned that 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, who reimbursed the Town. Our Weaverville Fire Department would like to extend this out for another year in hopes that Buncombe County will then appropriate the funds to cover the cost of the program. Town Council is being asked to approve a ratification of first size up interlocal agreement for the Town to be the purchasing agent of this software. Fire Chief Ted Williams noted that this is a very instrumental tool for all the various fire departments and the Buncombe County manager is withholding her support until a review is complete. She doesn’t oppose but would like to see the review first. *Vice Mayor Jackson made a motion to ratify the Amended and Restated Interlocal Agreement for the Fire Departments and the First Due Size-Up Program. Councilmember Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0*

B. Update on Study of High-Density Single-Family Residual Development

Town Planner James Eller mentioned that before Town Council is a high priority goal identified in the adopted Comprehensive Land Use Plan (CLUP), High-Density Single-Family Residual Developments. The Planning and Zoning Board met on September 3, 2019 and discussed this topic and possible regulations and reached a consensus that the creation of a new district is preferable to amending an existing residential district. He also asked Town Council if they had an overriding goal of this district so that the regulations could be drafted to ensure compliance.

Town Planner Eller asked Council for their feedback on the decision to create a new zoning district for this type of development or if they would prefer to go another route.

Mayor Root noted that it makes sense to look at a new zoning classification, as opposed to amending an ordinance for something that is completely missing from our CLUP. Also, we need to determine what we mean by affordable housing. Councilmember Fitzsimmons agreed with the Planning and Zoning Board's decision to look at creating a new zoning classification and believes we need to have zoning districts that accommodate these types of developments. Vice Mayor Jackson mentioned that with having limited land and to follow the intentions of the CLUP, it would be smart to look into creating a new zoning district. Councilmember McKenna commented that he hopes the feedback we received from the Habitat group made its way into this discussion, so that all directions are being considered. Councilmember Nagle reiterated the comment about what is affordable. He noted that there can be expensive houses on smaller lots and lot size is the only thing we can control. There was consensus among Councilmembers to create a new district.

Town Attorney Jennifer Jackson gave recognition to new Planning and Zoning Board Chairman Gary Burge, who was in attendance.

C. Participation in Water Regionalization Feasibility Study

Public Works Director Dale Pennell mentioned that when he was at the North Carolina Rural Water Association Conference a couple weeks ago, he found out about a grant that was being offered by the North Carolina Department of Environmental Quality. He and Town Manager Coffey have visited with the consultant who helped with the waterline project and system development fees, as well as representatives from the Town 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 source. Mars Hill has offered to take the lead in applying for the grant of \$50,000 to fund this study but needs letters of support from Weaverville and Marshall prior to the grant application deadline of September 30th. Town Council was asked to consider supporting the grant application and participation in the feasibility study. *Vice Mayor Jackson made the motion to support the grant application and the Town's participation in a water regionalization feasibility study and to authorize the Town Manager to submit a letter of support for inclusion in the grant application that Mars Hill is working on. Councilmember Sherrill seconded the motion and all voted in the affirmative. Motion passed 5-0.*

D. Quarterly Report: Public Works and Water Department

Public Works Director Dale Pennell presented the Public Works and Water Services Quarterly Report for June 2019 through August 2019. Some highlights were that the total number of active water meters has increased to 2,884 and in July alone, they had over 200 water utility (811) calls to go locate water lines, both indicating that the Town is still experiencing a high level of growth. Mr. Pennell noted that at the Water Treatment Plant our daily average is only at 46% of the plant capacity, and if you include the current water commitments it increases to 68%. He thanked the Public Work employees for all their hard work this summer in helping with all the events and knows that the citizens were very thankful too. Lastly, Public Works Director Pennell mentioned that the Town of Weaverville has become a participant in North Carolina's new campaign called RecycleRightNC. Over the next 8-10 weeks, this program will educate customers on what can and can't be recycled to prevent damage to equipment and eliminate the waste of recycled goods. (Handout attached)

8. Closed Session

Vice Mayor/Councilmember Jackson 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 Nagle seconded the motion and by a majority vote Council entered into closed session.

[CLOSED SESSION]

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

9. Re-enter Open Session

Vice Mayor Jackson made the motion to approve a 3% merit pay/merit bonus for Town Manager Selena Coffey that will be calculated based on her current base rate of pay of \$114,131.48 and is split between merit pay and merit bonus. Councilmember Fitzsimmons seconded the motion. The motion passed by a majority vote of Council. Motion passed 4-1. Councilmember Nagle voted nay.

10. Adjournment

Councilmember McKenna made the motion to adjourn; Councilmember Fitzsimmons seconded and all voted to adjourn the Council's meeting at 8:40 p.m.

Derek K. Huninghake, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special Called Meeting
Tuesday, September 25, 2019**

The Town Council for the Town of Weaverville met for a special called meeting on Tuesday, September 25, 2019, at 6:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Councilmembers 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 Planner James Eller, and Town Clerk Derek Huninghake.

1. Call to Order

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

2. Closed Session

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

[CLOSED SESSION]

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

3. Adjournment

Councilmember Nagle made the motion to adjourn; Councilmember McKenna seconded and all voted to adjourn the Council's meeting at 6:49 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: October 21, 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 October 14, 2019. This report is provided for information only.

No action is requested or required.

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

10/14/2019

Real Property:	\$ 783,958,380	
Real Property Discoveries:	450,400	
Total Real Property:		784,408,780
Personal:	73,730,921	
Personal Discoveries:	11,989	
Total Personal:		73,742,910
Public Utilities:		5,406,640
Exemption:		(9,317,465)
Releases:		(50,263)
Total Tax Value		\$ 854,190,602

Tax Levy @.38 cents per \$100

Real Property:		2,980,753
Personal Property:		280,223
Public Utilities:	20,545	
Less Under \$5 Adjustment	(47)	
Total Public Utilities:		20,498
Exemption:		(35,406)
Releases:		(191)
Total Levy (Total Billed)		\$ 3,245,877

Total Current Year Collections		506,134
% Collected		15.59%

Total Left to be Collected:		\$ 2,739,744
Prior Years Paid		\$ 4,394

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: October 21, 2019
SUBJECT: Tax Release
PRESENTER: Tax Collector
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to approve a tax release for the 2019 tax bill on business personal property owned by O'Reilly Automotive Inc. at 7 North Buncombe School Road. The requested release is for \$25,410 in value and \$96.56 from the 2019 tax levy. Certain items of personal property were erroneously listed in both the business personal property listing and in the real property listing. This release is to remove that duplication.

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 the business personal property of O'Reilly Automotive Inc., valued at \$25,410, so that \$96.56 can be released from the 2019 levy.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: October 21, 2019
Subject: Road Closure Ordinances:
Presenter: Selena D. Coffey, Town Manager
Attachments: Road Closure Ordinance

- Christmas Parade December 7, 2019

Description:

Attached please find the Ordinance for the road closures for the respective event.

Council Action Requested:

The Town Manager recommends approval of the ordinance.

Suggested Motion:

I move to approve the road closure ordinance for Christmas Parade.

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE
WEAVERVILLE CHRISTMAS PARADE**

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of supporting the annual Weaverville Christmas Parade, that benefits the Weaverville and the North Buncombe community; and

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of providing the Weaverville Christmas Parade for the pleasure of its citizens; and

WHEREAS, the Town Council of Weaverville acknowledges the Weaverville Christmas Parade celebration requires approximately one half hour to install signage, approximately one hour fifteen minutes for parade event, and also requires approximately one half hour for removing signage, litter, etc.

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 Christmas Parade

Date: December 7, 2019
Begin time: 1:00 pm
End time: 3:30 pm

Description of closure: 1.91 miles along SR2207, US 19 Bus, and SR2127 Main Street from North Buncombe Middle School to Weaverville Elementary School / Yost Street.

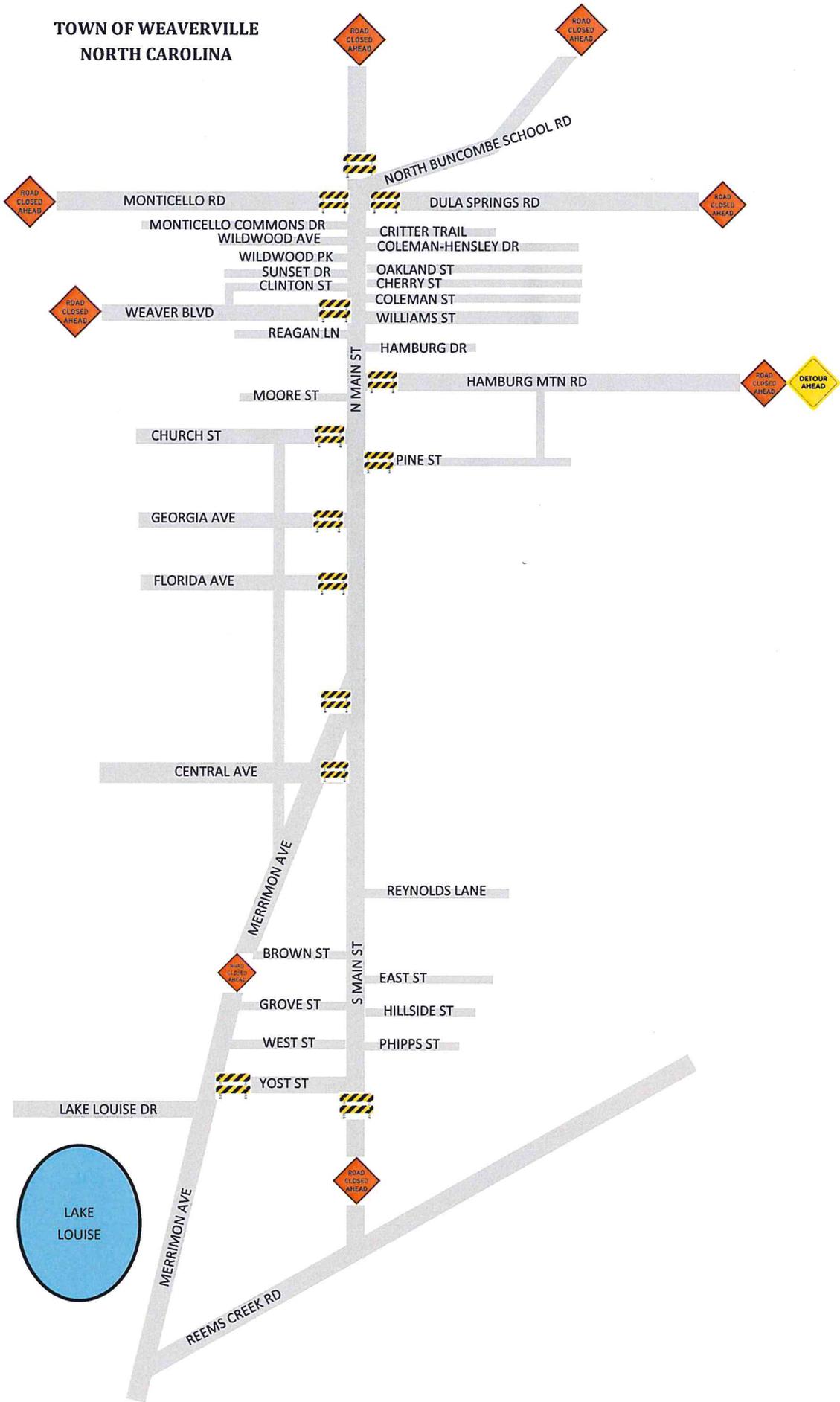
This ordinance to become effective when signs are erected giving notice of the road closures and detour routes and the implementation of adequate traffic control.

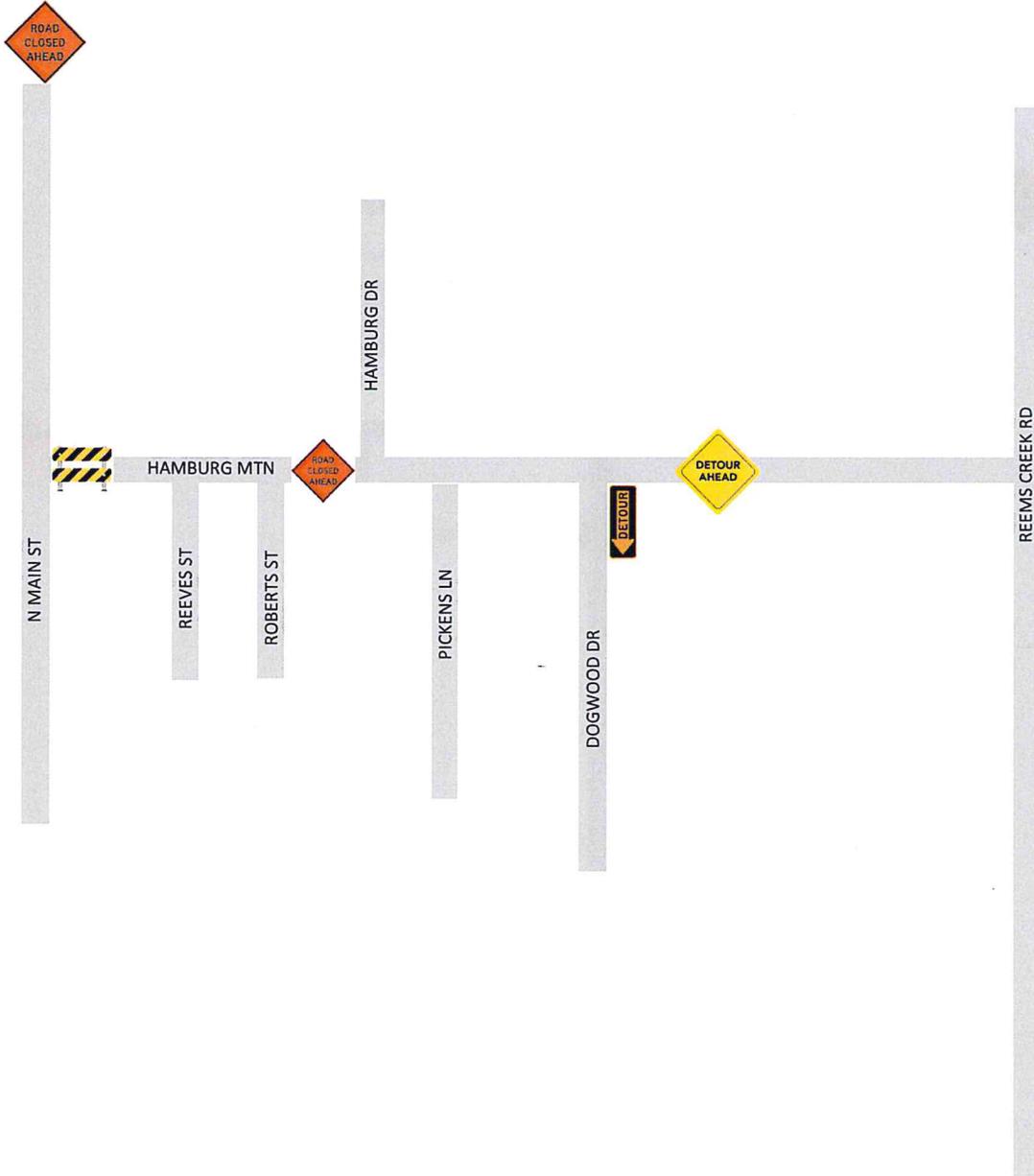
Al Root, Mayor

Attest:

Derek Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
NORTH CAROLINA**





**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: October 21, 2019
SUBJECT: Approval of Amendment to Rules of Procedure for Planning and Zoning Board – Duty to Vote
PRESENTER: Planning Director
ATTACHMENTS: Amendment Approved by Planning and Zoning Board

DESCRIPTION/SUMMARY OF REQUEST:

On March 19, 2018, Town Council approved a set of rules for the Planning and Zoning Board. The Board has recently encountered a slight difficulty with Rule 13 concerning the Duty to Vote and on October 1, 2019, approved through a unanimous vote, an amendment to that rule for Town Council’s consideration.

The amendment that was adopted by Planning and Zoning Board changes the way a failure to vote is recorded. The original Rule 13 requires that a non-vote be counted as a vote for the prevailing side which becomes problematic when that vote needs to break a tie. The amendment states that a non-vote is to be recorded as a vote in the affirmative. The full text of Rule 13 showing the amendment is:

Rule 13. Duty to Vote – Every member must vote unless excused by the remaining members of the Board. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest [see [Rule 14](#)], as defined by the Board or by law, or the member’s official conduct, as defined by the Board. In all other cases, a failure to vote by a member who is physically present in the Board chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as ~~a vote with the prevailing side~~ an affirmative vote.

TOWN COUNCIL ACTION:

Rules of Procedures and amendments to those Rules are adopted by the Planning and Zoning Board but must also be approved by Town Council.

Town Council is asked to approve the amendment adopted by the Planning and Zoning Board. The following motion could be used for that purpose:

I move that we approve the amendment to Rule 13 of the Rules of Procedure for the Planning and Zoning Board that was adopted by said Board on October 1, 2019.

Proposed Amendment to the Rules of Procedure for the Weaverville Planning and Zoning Board

Rule 13. Duty to Vote – Every member must vote unless excused by the remaining members of the Board. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest [see [Rule 14](#)], as defined by the Board or by law, or the member’s official conduct, as defined by the Board. In all other cases, a failure to vote by a member who is physically present in the Board chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as ~~a vote with the prevailing side~~ an affirmative vote.

Rule 18. Amendment of the Rules – These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment to the rules as one of the stated purposes of the meeting, unless a statute or rule of Town Council provides otherwise. Adoption of an amendment shall require an affirmative vote equal to a quorum of the Board. No amendment to the Rules shall be effective until Town Council has granted its approval.

Approved by the Planning and Zoning Board on October 1, 2019, by a unanimous vote of the Board.



Gary Burge, Chairman

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: October 21, 2019
SUBJECT: Approval of US Cellular Tower Lease
PRESENTER: Town Manager
ATTACHMENTS: Aerial Image
Public Notice – Affidavit of Publication
Proposed Ground Lease
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

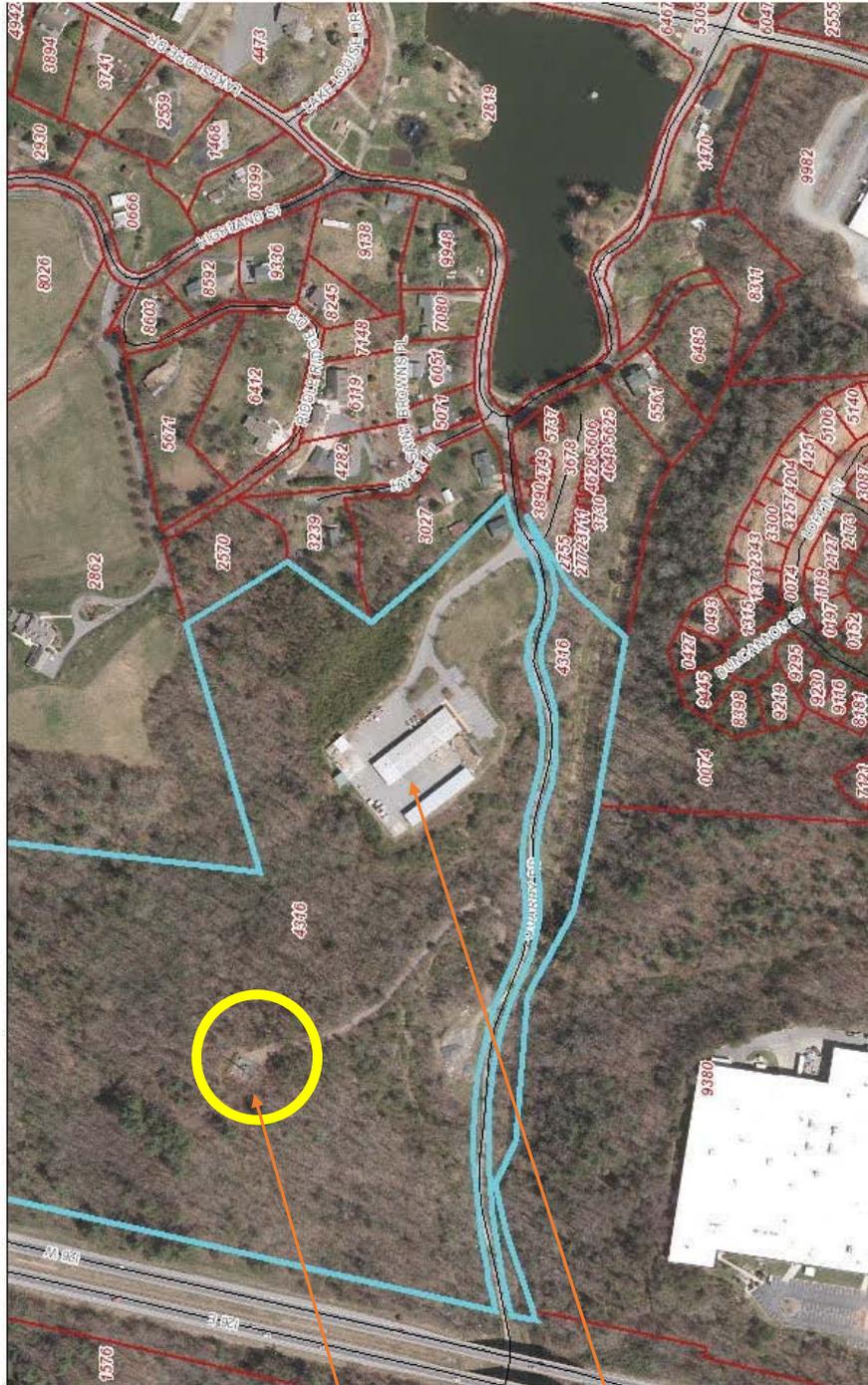
For many years the Town has leased a small area (100' x 100') behind its Public Works Facility to US Cellular for a tower site. The current lease, which provides the Town with an annual income of \$16,413.00 is due to expire on December 31, 2021. US Cellular has requested the approval of the attached proposed ground lease that is to commence beginning on January 1, 2022. The term for this new lease is 5 years with an automatic renewal of an additional 5 year term. The annual rent with the new lease is \$22,251.36, which is an annual increase of \$5,838.36. The Town Manager and Public Works Director do not believe that the continued leasing of this area will interfere with any Town operations or projects during the term of the lease and recommend the lease for approval.

Town Council declared its intent to enter into this proposed lease on August 19, 2019, and, in accordance with § 160A-272 of the North Carolina General Statutes a public notice to that effect was published in the Asheville Citizen-Times on August 28, 2019.

Town Council is now asked to approve the lease and authorize its execution with the adoption of the attached resolution.

COUNCIL ACTION REQUESTED:

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



US Cellular
Tower Area

Public Works

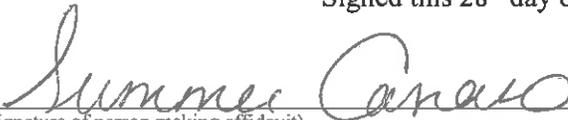
AFFIDAVIT OF PUBLICATION

BUNCOMBE COUNTY

SS.
NORTH CAROLINA

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by law to administer oaths, personally appeared **Summer Casiano**, who, being first duly sworn, deposes and says: that she is the **Legal Clerk of The Asheville Citizen-Times**, engaged in publication of a newspaper known as **The Asheville Citizen-Times**, published, issued, and entered as first class mail in the City of Asheville, in said County and State; that she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **The Asheville Citizen-Times** on the following date: August 28, 2019. And that the said newspaper in which said notice, paper, document or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

Signed this 28th day of August 2019



(Signature of person making affidavit)

Sworn to and subscribed before me the 28th day of August, 2019.

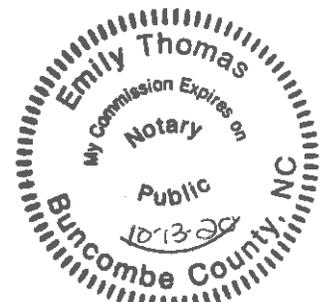


(Notary Public)

My Commission expires the 13th day of October, 2020

(828) 232-5830 | (828) 253-5092 FAX

14 O. HENRY AVE. | P.O. BOX 2090 | ASHEVILLE, NC 28802 | (800) 800-4204



TOWN OF WEAVERVILLE
RESOLUTION APPROVING GROUND LEASE FOR
US CELLULAR TOWER SITE

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

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

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

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

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

WHEREAS, in accordance with North Carolina General Statute §160A-272, Town Council adopted a resolution on August 19, 2019, declaring its intent to authorize the attached lease to US Cellular and a public notice describing the property to be leased, stating the annual rent or lease payments, and announcing Town Council's intent to authorize the lease at its regular meeting on October 21, 2019, was published in the Asheville Citizen-Times on August 28, 2019;

NOW, THEREFORE, BE IT RESOLVED, that, as allowed by North Carolina General Statute §160A-272, the attached Ground Lease is hereby approved and the Mayor is authorized to execute said lease, and any required memorandum of lease, on behalf of the Town of Weaverville.

ADOPTED this the 21st day of October, 2019.

ALLAN P. ROOT, Mayor

Derek K. Huninghake, Town Clerk

GROUND LEASE

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

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

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

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

1. Premises.

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

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

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

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

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

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

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

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

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.

12. Mutual Indemnification.

- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
- (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all

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

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

13. Insurance.

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

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

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

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

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

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

LANDLORD: Town of Weaverville
Post Office Box 338

Weaverville, NC 2787

Phone: 828-645-7116

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

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

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

LANDLORD: TOWN OF WEAVERVILLE

TENANT: USCOC of GREATER NORTH CAROLINA, LLC

By: _____

By: _____

Printed: ALLAN P. ROOT

Printed: _____

Title: MAYOR

Title: Manager

Date: _____

Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF BUNCOMBE)

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

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

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

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

Notary Public

My commission expires _____

Exhibit A

Legal Descriptions

LANDLORD PARCEL

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

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

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

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

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

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

Parcel ID #9732-85-4316-00000

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

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

LEGAL DESCRIPTION OF 100' X 100' LEASEHOLD PARCEL

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

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

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

LEGAL DESCRIPTION OF 20' ACCESS & UTILITY EASEMENT

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

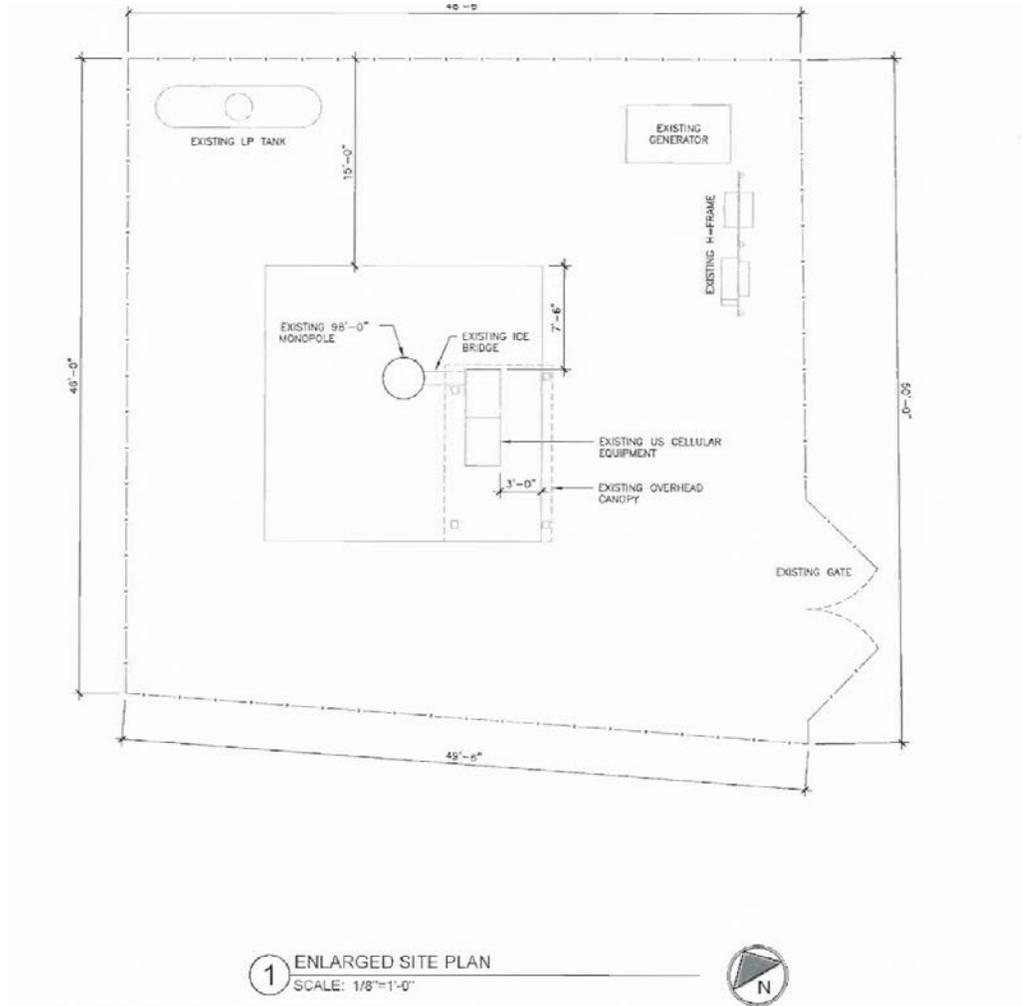
COMMENCING AT AN EXISTING IRON PIPE FOUND, BEING A COMMON CORNER OF THE PARCELS DESCRIBED IN DEED BOOK 925 PAGE 597 AND DEED BOOK 5501 PAGE 1714, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 725,466.36', AND EASTING = 938,607.77'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 89°28'35"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

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

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

Exhibit B

Site Plan



1 ENLARGED SITE PLAN
SCALE: 1/8"=1'-0"



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: October 21, 2019
Subject: Budget Amendment - Re-appropriations from FY19
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

The Town recently received an additional FY 2019 distribution from the ABC Store resulting from their FY 2019 audit that was just completed. These amounts reverted to General Fund Balance at 6/30/19, and must be re-appropriated in order to be spent in the current Fiscal Year.

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

Police Department

010-430-431-26450 (ABC Law Enforcement) \$2,749.37

010-430-431-26400 (Alcohol Ed & Prevention) \$3,849.12

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

**Budget Amendment
Town of Weaverville**

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26450	Police - ABC Law Enforcement	\$2,749.37
010-430-431-26400	Police - Alcohol Ed & Prevention	\$3,849.12

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-310-09900	Appropriated Fund Balance	\$6,598.49

Justification: Please provide a brief justification for this budget amendment.
Re-appropriations from FY19 Budget to FY20 Budget for additional ABC Distributions for FY19 (received in Oct 2019) resulting from their FY19 audit.

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 Manager's Report

Selena D. Coffey, MPA, ICMA-CM

October 2019

- 1) Community Center Update:** Our architects have been finalizing the bid documents and the Community Center project remains scheduled to go to bid on Tuesday, November 5, before the next Town Council meeting.
- 2) Volunteer Banquet:** We are again planning to host a dinner for our volunteer board and committee members. We are currently looking at the potential dates of November 7, 14, or 19 (preferred dates of November 14 or 19). I would like to hear from Town Council regarding preferred dates or unavailable dates.
- 3) Veterans Day Program:** On Monday, November 11 at 11:00am the Town will host its program honoring our Veterans at Town Hall in the Community Room.
- 4) School of Government Training in Buncombe County:** As a reminder, our staff and some of Town Council will be attending a training session in Asheville (organized by Buncombe County) on Thursday, October 24 from 12pm-4:30pm.
- 5) Buncombe County Tourism Development Authority Tourism Management Forum Update:** The Buncombe County TDA is hosting a Tourism Management Forum on Wednesday, October 23 from 6pm-7:30pm at A-B Tech's Ferguson Auditorium. This forum will provide the project team the opportunity to present their findings from the comprehensive assessment of the benefits and impacts of tourism in Asheville and Buncombe County. I will be attending this forum. Anyone is invited to attend.
- 6) Meetings/Conversations regarding a Dog Park in Weaverville:** I have been contacted by a group of folks who have an interest in locating a dog park in or around the Weaverville. We met on Monday, October 14 and I shared my thoughts regarding potential liabilities and costs to the Town for a dog park. We also discussed specific sites proposed by the group. Both proposed sites are in Town limits: 1) Lower 2 acres of the Main Street Nature Park, and 2) A portion of land at the water wheel at Lake Louise Park. I shared with the group that I did not feel that I could recommend either of these sites for a dog park at this point for several reasons, including potential liability to the Town, our residents' active use of both proposed sites, and the physical limitations of the sites. We did discuss the Eller Cove Watershed Conservation acreage as a potential site for folks to walk their dogs, as well as encouraging them to reach out to the County for assistance in this regard. I have reached out to County Commissioner Amanda Edwards myself to open the door for these folks to discuss this topic with her.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, October 21, 2019

Subject: Action on the Proposed Rezoning of an Unaddressed Parcel on Merrimon Avenue.

Presenter: Town Attorney / Planning Director

Attachments: Rezoning Ordinance; Property Map

Description:

Action is now eligible on a proposed rezoning.

Action Requested:

Following the earlier conduction of a public hearing on the aforementioned proposed rezoning request, action is now appropriate at Town Council's discretion.

TOWN OF WEAVERVILLE
AN ORDINANCE AMENDING THE TOWN'S ZONING MAP -
REZONING UNADDRESSED PARCEL ON MERRIMON AVENUE BEARING PARCEL
IDENTIFICATION NUMBER 9742-03-2555 FROM I-1 TO R-12

WHEREAS, Town Council has been requested to approve a zoning map amendment which would rezone from I-1 to R-12 an unimproved parcel of land on Merrimon Avenue bearing Buncombe County Parcel Identification Number 9742-03-2555; and

WHEREAS, the Weaverville Planning and Zoning Board reviewed this rezoning request on September 3, 2019, found that the requested zone of R-12 is consistent with the Town's Comprehensive Land Use Plan, reasonable and in the public interest in that it is consistent with the future land use map, provides a balance of residential uses, and is more compatible with the residential uses in the surrounding area than an industrial use, and by a majority vote recommends that Council approve the rezoning request;

WHEREAS, Town Council has, this day, held a public hearing on this rezoning as required by law and by Town Code;

WHEREAS, Town Council finds that the rezoning of the property to R-12 is consistent with the Town's Comprehensive Land Use Plan and Chapter 36 of the Town's Code of Ordinances, is reasonable and in the public interest in that it is consistent with the future land use map, provides a balance of residential uses, and is more compatible with the residential uses in the surrounding area than an industrial use, and will allow the highest and best use of the property, and is in the best interest of the public;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Weaverville, North Carolina, that the official Weaverville Zoning Map is hereby amended to reflect that the above-referenced property is zoned as R-12, effective immediately.

ADOPTED THIS the 21st day of October, 2019, by a vote of ___ in favor and ___ against.

ALLAN P. ROOT, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

DEREK K. HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

Buncombe County



October 16, 2019

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, October 21, 2019

Subject: Action on the Proposed Voluntary Annexation Petition of an Unaddressed Parcel on Monticello Road and the Initial Zoning Request of R-12 for the Same Property Described.

Presenter: Town Attorney / Planning Director

Attachments: Annexation Ordinance; Property Map

Description:

Action is now eligible on a proposed voluntary annexation request and initial zoning designation.

Action Requested:

Following the earlier conduction of a public hearing on the aforementioned proposed voluntary annexation petition and initial zoning request, action is now appropriate at Town Council's discretion.

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
CREST RESIDENTIAL, LLC – +/-0.3 ACRES NEAR 135 MONTICELLO ROAD
ANNEXATION #2019-2**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-31 to annex the area described below and to designated the property as R-12 zoning; and

WHEREAS, the Town of Weaverville has the authority pursuant to Part 3 of Article 19 of Chapter 160A of the North Carolina General Statutes to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and to amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, Town Council directed the Town Clerk to investigate the sufficiency of the petition and the Town Clerk has certified the sufficiency of the petition;

WHEREAS, the Planning and Zoning Board has reviewed the requested R-12 zoning designation, found it to be consistent with the Town’s Comprehensive Land Use Plan, and submitted a unanimously recommendation in favor of R-12 if the property is annexed;

WHEREAS, a public hearing on the question of annexation and initial zoning was held in the Town’s Council Chambers at Town Hall on October 21, 2019, at 6:00 p.m., after due notice by publication on October 4, 2019, and on October 11, 2019;

WHEREAS, at the public hearing the residents of Weaverville were given an opportunity to be heard on any questions regarding the desirability of the annexation and the zoning request of R-12;

WHEREAS, Town Council finds that the petition is valid and the public health, safety, and welfare of the inhabitants of the Town and the area proposed for annexation will best be served by annexation of the area proposed;

WHEREAS, R-12 zoning is consistent with the Town's Comprehensive Land Use Plan, is reasonable and in the public interest;

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-31, the +/-0.3 acres which are shown on the survey that is attached hereto and incorporated herein by reference, described in Deed Book 5799 at Page 353, Buncombe County Registry, and further identified as Buncombe County Parcel Identification Number 9733-71-3521 is hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to the municipal taxes according to N.C. Gen. Sta. § 160A-58.10.

2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town of Weaverville.
3. The Zoning Map of the Town of Weaverville is hereby amended to establish an R-12 zoning classification for the property so annexed.
4. The property owner is directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes.
5. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Paragraph 1 above and shown on the attached survey, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.
6. This ordinance shall be in full force and effect immediately.

ADOPTED THIS the 21st day of October, 2019, by a ___ out of ___ vote.

ALLAN P. ROOT, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

DEREK K. HUNINGHAKE, Town Clerk

JENNIFER O. JACKSON, Town Attorney

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: October 21, 2019

SUBJECT: Waterline Extension Project

PRESENTER: Town Attorney/Public Works Director

ATTACHMENTS: Resolution Supporting an Application to the Local Government Commission for its Approval of Town Water Revenue Bonds and Notes in an Estimated Amount of Up to \$2.8 Million

Resolution Approving the Final Plans and Specifications and Authorizing the Solicitation of Construction Bids on the Waterline Extension Project

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to consider adoption of two resolutions at tonight's meeting related to the waterline extension project.

The first is a resolution supporting an application to the Local Government Commission (LGC) for its approval of Town water revenue bonds and notes in an estimated amount of not more than \$2,800,000. This resolution contains key and necessary findings that (1) the waterline extension project is necessary and appropriate; (2) the waterline extension project is feasible; (3) the Town's debt management procedures and policies are sound and in compliance with law and the Town is not in default under any current debt service obligation; and (4) the Town will be able to market the bonds and notes at reasonable rates of interest. This resolution also directs staff to take all appropriate steps toward the completion of the financing, including the preparation and submittal of the application seeking LGC approval of the financing of this project.

Staff is also seeking a formal resolution that approves the Final Plans and Specifications and authorizes the project to be put out for bid.

COUNCIL ACTION REQUESTED:

Town Council is asked to adopt the attached resolutions.

TOWN OF WEAVERVILLE
RESOLUTION SUPPORTING AN APPLICATION TO THE
LOCAL GOVERNMENT COMMISSION FOR ITS APPROVAL OF TOWN WATER
REVENUE BONDS AND NOTES IN AN ESTIMATED AMOUNT
OF UP TO \$2,800,000

WHEREAS --

The Town of Weaverville has previously approved a plan to undertake a planned waterline extension project. The United States of America – Department of Agriculture – Rural Utilities Service has offered to assist the Town in the project by providing a financing package that includes a low-interest loan not to exceed \$2,800,000.

The Town plans to accept the offer from USDA. The Town will provide for the issuance of the Town’s revenue bonds in an estimated amount of up to \$2,800,000 to represent the loan component of the USDA proposal. USDA generally requires that borrowers like the Town separately arrange for construction-period financing through the issuance of “bond anticipation notes.”

North Carolina law requires that the Town’s issuance of the bonds and notes be approved by the North Carolina Local Government Commission (the “LGC”), a division of the North Carolina State Treasurer’s office. Under the LGC’s guidelines, this governing body must make certain findings of fact to support the Town’s application for the LGC’s approval of the bonds and notes.

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville, North Carolina, that the Town makes a preliminary determination to finance a portion of the project costs through the issuance of water revenue bonds to USDA in an amount estimated as not to exceed \$2,800,000.

In addition, the Town makes a preliminary determination to contract for construction-period financing, as may be required by USDA, through the issuance of bond anticipation notes.

The final issuance of the bonds and the notes in any event is subject to the LGC’s approval and this Board’s subsequent approval. Some of the financing proceeds may represent reimbursement to the Town for prior expenditures on project costs, and the Town may also use financing proceeds to pay financing costs.

The revenue bonds and notes will not be general obligations of the Town and will not be secured by a pledge of the Town’s taxing power. Instead, the bonds and notes will be payable from the net operating revenues of the Town’s water system.

BE IT FURTHER RESOLVED that the Town Council makes the following findings of fact:

1. The project is necessary and appropriate for the Town under all the circumstances. The project will increase the capacity and efficiency of the Town's public water system to the benefit of the Town and the customers of the system.

2. The project is feasible. Project costs will be paid from grant funds and low-interest financing sources, including the bonds and notes. The Town expects that the current environment for construction bids will result in favorable project costs. The Town believes that the customer utility bills that will be necessary to provide for bond payments will be reasonable under the circumstances.

3. The Town's debt management procedures and policies are sound and in compliance with law, and the Town is not in default under any of its debt service obligations.

4. The Town will be able to market the bonds and notes at reasonable rates of interest. The financing offer from USDA includes long-term financing at low interest rates so as to enhance the feasibility of issuing the bonds and otherwise maintaining the Town's utility operations. In addition, the Town will closely review proposed lending rates for the notes against market rates with guidance from the LGC. All amounts financed will reflect either approved contracts, professional estimates or previous actual expenditures.

BE IT FURTHER RESOLVED as follows:

(a) The Town Council directs the Town Manager, the Finance Officer, and all other Town officers and representatives to take all appropriate steps toward the completion of the financing, including completing an application to the LGC for its approval of the bonds and notes.

(b) The Town asks the LGC to solicit one or more proposals from financial institutions to purchase the notes and thereby provide construction financing for the project, and to proceed with the private sale of the notes to the best bidder.

(c) The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse preliminary project expenditures from bond and note proceeds. The Town intends that funds that have been advanced for project costs, or which may be so advanced, from the Town's water utility funds, or any other Town funds, may be reimbursed from the financing proceeds.

(d) The Town Council directs all Town officers and employees to take all such further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Town Council ratifies all prior actions of Town officers and employees in this regard.

(e) This resolution takes effect immediately.

ADOPTED this the 21st day of October, 2019.

Allan P. Root, Mayor
Town of Weaverville, North Carolina

I hereby certify that the foregoing resolution was properly adopted at a meeting of the Town Council of the Town of Weaverville, North Carolina; that this meeting was properly called and held on October 21, 2019; that a quorum was present and acting throughout the meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

WITNESS my signature and the seal of the Town of Weaverville, North Carolina, this _____ day of October, 2019.

[SEAL]

Derek K. Huninghake, Town Clerk
Town of Weaverville, North Carolina

**TOWN OF WEAVERVILLE
RESOLUTION APPROVING THE FINAL PLANS AND SPECIFICATIONS
AND AUTHORIZING THE SOLICITATION OF CONSTRUCTION BIDS
ON THE WATERLINE EXTENSION PROJECT**

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

WHEREAS, the Town has contracted with WR-Martin to provide professional engineering services on the Waterline Extension Project and WR Martin has finalized the Plans and Specifications of the Project and is in receipt of all required development and construction permits to allow the project to be bid and constructed;

WHEREAS, the Town wishes to approve the final Plans and Specifications for the Waterline Extension Project and authorize the solicitation of constructions bids;

NOW, THEREFORE BE IT RESOLVED, that the Weaverville Town Council hereby approves the Final Plans and Specifications for the Waterline Extension Project and authorizes the solicitation of construction bids for the Project consistent with North Carolina law and the Instructions to Bidders contained in the Final Plans and Specifications.

ADOPTED this the 21st day of October, 2019.

ALLAN P. ROOT, Mayor

Derek K. Huninghake, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: October 21, 2019
Subject: Departmental Quarterly Report: Finance
Presenter: Town Finance Director
Attachments: Quarterly Report – 1st Quarter FY 2020

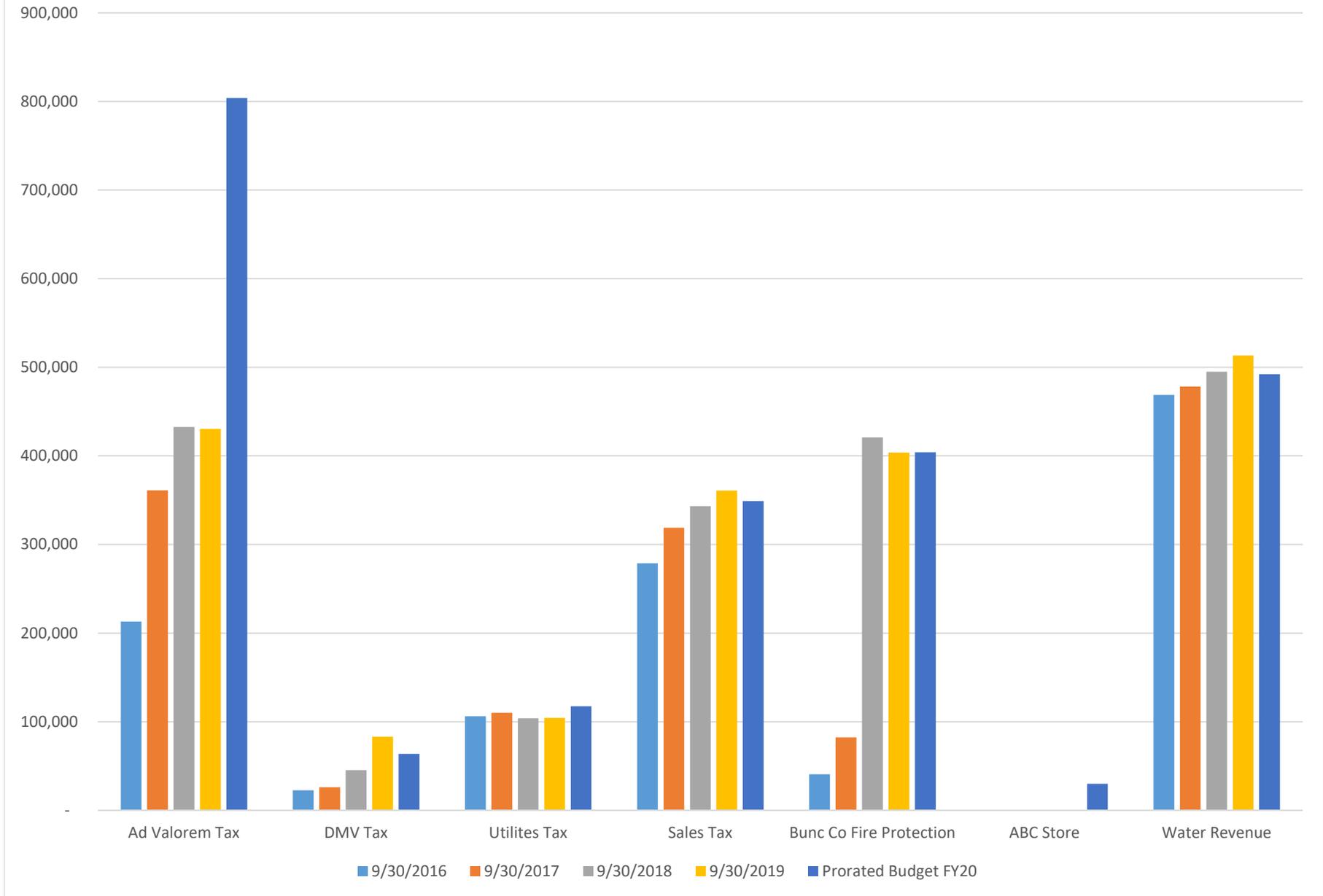
Description:

Attached please find the Finance Department’s quarterly report, with charts summarizing Revenues and Expenditures as of 9/30/2019, as well as an updated summary of the Waterline Extension Project.

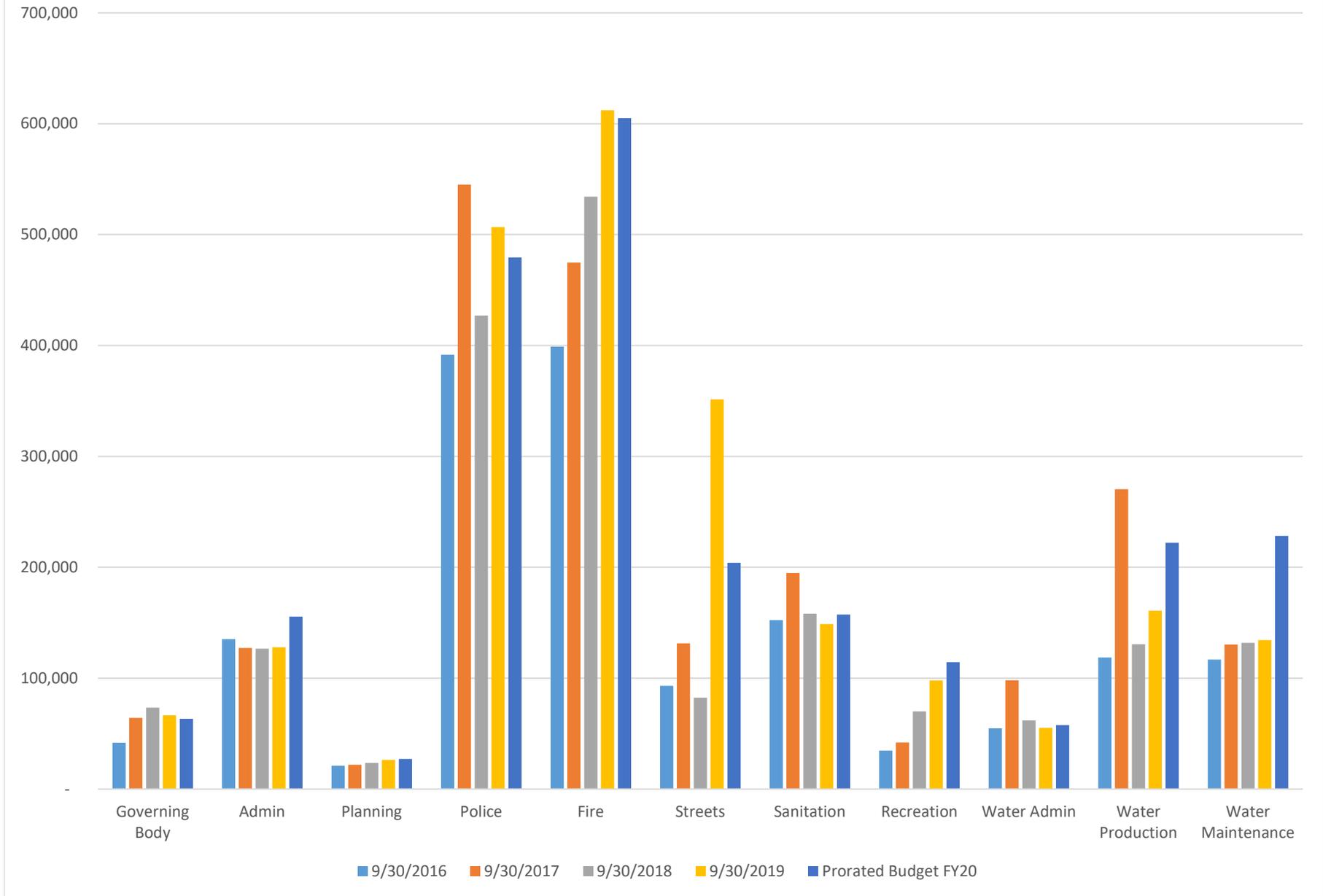
Council Action Requested:

No action requested.

YTD Revenue Analysis



YTD Expenditure Analysis



TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2019-2020

07/01/2019 TO 09/30/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:				
010-004-300-04010 PRIOR YEAR TAX REVEI	4,393.87	4,393.87	1,000.00	-339
010-004-300-04020 AD VALOREM TAX REV.	430,556.90	430,556.90	3,215,563.61	87
010-004-300-04025 DMV TAX REVENUE	82,984.09	82,984.09	255,000.00	67
010-004-300-04030 TAX PENALTIES & INTE	527.54	527.54	4,000.00	87
010-004-300-05010 UTILITIES TAX	104,403.17	104,403.17	470,000.00	78
010-004-300-05040 BEER & WINE TAX	15.00	15.00	17,000.00	100
010-004-300-05050 POWELL BILL DISTRIBU	51,939.52	51,939.52	106,000.00	51
010-004-300-05060 LOCAL GOVT SALES TA	360,898.46	360,898.46	1,396,000.00	74
010-004-300-06010 BUN CNTY FIRE PROTEC	403,695.83	403,695.83	1,616,629.00	75
010-004-300-06040 ABC STORE DISTRIBUTI	0.00	0.00	120,000.00	100
010-004-300-09015 CELL TOWER REVENUE	0.00	0.00	16,000.00	100
010-004-300-09020 MISCELLANEOUS REVE.	-66.07	-66.07	5,000.00	101
010-004-300-09028 COPS FOR KIDS	3,305.00	3,305.00	0.00	0
010-004-300-09029 PINK PATCH PROJECT	320.00	320.00	260.00	-23
010-004-300-09030 INTEREST EARNED	31,771.07	31,771.07	115,500.00	72
010-004-300-09031 INTEREST EARNED POW	1,139.25	1,139.25	3,400.00	66
010-004-300-09040 PLANNING & ZONING FI	6,637.40	6,637.40	20,000.00	67
010-004-300-09045 FIRE INSPECTION FEES	0.00	0.00	500.00	100
010-004-300-09050 SALE OF PROPERTY	14,938.75	14,938.75	15,000.00	0
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	347,809.36	100
030-004-300-08010 WATER REVENUE	513,181.92	513,181.92	1,968,750.00	74
030-004-300-08020 MISCELLANEOUS REVE.	6,047.06	6,047.06	15,000.00	60
030-004-300-08030 WATER TAPS	6,300.00	6,300.00	42,000.00	85
030-004-300-08040 SYSTEM DEVELOPMENT	100,440.00	100,440.00	270,000.00	63
030-004-300-08060 FEES FOR MSD COLLEC	14,724.55	14,724.55	55,000.00	73
030-004-300-09030 INTEREST EARNED	0.00	0.00	50,500.00	100
TOTAL REVENUE	2,138,153.31	2,138,153.31	10,125,911.97	79
AFTER TRANSFERS	2,138,153.31	2,138,153.31	10,125,911.97	

411 GOVERNING BODY

EXPENDITURE:

010-410-411-12100 SALARIES & WAGES	20,953.83	20,953.83	84,477.00	75
010-410-411-18100 FICA	1,603.07	1,603.07	6,462.49	75
010-410-411-18200 RETIREMENT	1,466.78	1,466.78	5,811.20	75
010-410-411-18500 EMPLOYEE INCENTIVE	1,000.00	1,000.00	10,000.00	90
010-410-411-19000 PROFESSIONAL SERVICE	21,982.53	21,982.53	47,000.00	53
010-410-411-26000 SUPPLIES / MATERIALS	0.00	0.00	1,000.00	100
010-410-411-31000 TRAVEL & TRAINING	362.00	362.00	3,000.00	88
010-410-411-35100 BUILDING REPAIR / MAI	1,704.31	1,704.31	11,000.00	85
010-410-411-39100 ADVERTISING	347.00	347.00	2,000.00	83
010-410-411-39200 NEWS LETTERS	0.00	0.00	1,500.00	100
010-410-411-39300 PRINTING	400.00	400.00	1,000.00	60
010-410-411-39500 DUES & SUBSCRIPTIONS	0.00	0.00	800.00	100

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2019-2020

07/01/2019 TO 09/30/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-411-39510 COMMUNITY PROMOTI	16,485.48	16,485.48	65,500.00	75
010-410-411-39520 ELECTION EXPENSES	0.00	0.00	13,000.00	100
010-410-411-40450 INSURANCE	137.44	137.44	600.00	77
TOTAL EXPENDITURE	<u>66,442.44</u>	<u>66,442.44</u>	<u>253,150.69</u>	<u>74</u>
BEFORE TRANSFERS	<u>-66,442.44</u>	<u>-66,442.44</u>	<u>-253,150.69</u>	
AFTER TRANSFERS	<u>-66,442.44</u>	<u>-66,442.44</u>	<u>-253,150.69</u>	
412 ADMINISTRATION				
EXPENDITURE:				
010-410-412-12100 SALARIES & WAGES	75,276.56	75,276.56	308,305.49	76
010-410-412-18100 FICA	5,640.31	5,640.31	23,585.37	76
010-410-412-18200 RETIREMENT	6,822.69	6,822.69	27,994.14	76
010-410-412-18210 401-K MATCH	4,193.07	4,193.07	18,498.33	77
010-410-412-18300 HEALTH INSURANCE	7,566.45	7,566.45	38,439.83	80
010-410-412-18400 RETIREE HEALTH INSUR	1,630.98	1,630.98	8,566.00	81
010-410-412-19000 PROFESSIONAL SERVICE	5,544.19	5,544.19	67,000.00	92
010-410-412-25000 VEHICLE SUPPLIES	65.54	65.54	1,000.00	93
010-410-412-26000 SUPPLIES / MATERIALS	3,204.66	3,204.66	18,000.00	82
010-410-412-31000 TRAVEL & TRAINING	2,748.73	2,748.73	10,000.00	73
010-410-412-32100 TELEPHONE / INTERNET	2,954.87	2,954.87	14,000.00	79
010-410-412-32500 POSTAGE	932.08	932.08	5,000.00	81
010-410-412-33100 UTILITIES	1,097.22	1,097.22	5,000.00	78
010-410-412-35100 BUILDING REPAIR / MAINT	1,061.68	1,061.68	41,900.00	97
010-410-412-35200 EQUIPMENT MAINTENANCE	1,077.38	1,077.38	4,000.00	73
010-410-412-35300 VEHICLE MAINTENANCE	0.00	0.00	1,000.00	100
010-410-412-39100 ADVERTISING	0.00	0.00	1,000.00	100
010-410-412-39500 DUES & SUBSCRIPTIONS	1,506.00	1,506.00	1,000.00	-51
010-410-412-39600 BANK SERVICE CHARGES	1,574.21	1,574.21	6,000.00	74
010-410-412-39800 ESC REIMBURSEMENT	0.00	0.00	8,000.00	100
010-410-412-40450 INSURANCE	4,950.97	4,950.97	8,250.00	40
010-410-412-50100 SMALL EQUIPMENT	0.00	0.00	5,000.00	100
TOTAL EXPENDITURE	<u>127,847.59</u>	<u>127,847.59</u>	<u>621,539.16</u>	<u>79</u>
BEFORE TRANSFERS	<u>-127,847.59</u>	<u>-127,847.59</u>	<u>-621,539.16</u>	
AFTER TRANSFERS	<u>-127,847.59</u>	<u>-127,847.59</u>	<u>-621,539.16</u>	
413 PLANNING				
EXPENDITURE:				
010-410-413-12100 SALARIES & WAGES	18,467.30	18,467.30	72,711.44	75
010-410-413-18100 FICA	1,495.06	1,495.06	5,562.43	73
010-410-413-18200 RETIREMENT	1,767.65	1,767.65	6,602.20	73
010-410-413-18210 401-K MATCH	1,168.04	1,168.04	4,362.69	73
010-410-413-18300 HEALTH INSURANCE	1,743.38	1,743.38	7,619.81	77
010-410-413-19000 PROFESSIONAL SERVICE	327.88	327.88	1,500.00	78

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010-410-413-25000 VEHICLE SUPPLIES	22.78	22.78	500.00	95
010-410-413-26000 SUPPLIES / MATERIALS	189.48	189.48	1,000.00	81
010-410-413-31000 TRAVEL & TRAINING	0.00	0.00	2,500.00	100
010-410-413-32100 TELEPHONE / INTERNET	321.63	321.63	2,400.00	87
010-410-413-32500 POSTAGE	208.99	208.99	1,200.00	83
010-410-413-35300 VEHICLE MAINTENANC	0.00	0.00	500.00	100
010-410-413-39100 ADVERTISING	192.76	192.76	1,500.00	87
010-410-413-40450 INSURANCE	418.48	418.48	500.00	16
TOTAL EXPENDITURE	<u>26,323.43</u>	<u>26,323.43</u>	<u>108,458.57</u>	<u>76</u>
BEFORE TRANSFERS	<u>-26,323.43</u>	<u>-26,323.43</u>	<u>-108,458.57</u>	
AFTER TRANSFERS	<u>-26,323.43</u>	<u>-26,323.43</u>	<u>-108,458.57</u>	
431 POLICE				
EXPENDITURE:				
010-430-431-12100 SALARIES & WAGES	260,719.00	260,719.00	956,351.03	73
010-430-431-12500 SEPARATION ALLOWAN	16,102.31	16,102.31	62,800.00	74
010-430-431-18100 FICA	20,188.65	20,188.65	77,965.05	74
010-430-431-18200 RETIREMENT	25,153.81	25,153.81	92,766.05	73
010-430-431-18210 401-K MATCH	14,075.06	14,075.06	57,381.06	75
010-430-431-18300 HEALTH INSURANCE	33,021.33	33,021.33	147,686.17	78
010-430-431-18400 RETIREE HEALTH INSUF	4,892.94	4,892.94	23,698.00	79
010-430-431-19000 PROFESSIONAL SERVICI	19,239.05	19,239.05	87,000.00	78
010-430-431-25000 VEHICLE SUPPLIES	7,220.30	7,220.30	44,399.00	84
010-430-431-26000 SUPPLIES / MATERIALS	3,769.23	3,769.23	6,600.00	43
010-430-431-26200 CRIME PREVENTION	2,820.00	2,820.00	2,820.00	0
010-430-431-26400 ALCOHOL EDUCATION ,	628.00	628.00	1,939.35	68
010-430-431-26450 ABC LAW ENFORCEMEN	308.00	308.00	1,647.87	81
010-430-431-26608 COPS FOR KIDS	125.00	125.00	9,607.10	99
010-430-431-26609 PINK PATCH PROJECT	144.00	144.00	260.00	45
010-430-431-26900 UNIFORMS	617.43	617.43	9,700.00	94
010-430-431-31000 TRAVEL & TRAINING	3,307.43	3,307.43	5,700.00	42
010-430-431-32100 TELEPHONE / INTERNET	4,195.51	4,195.51	16,540.00	75
010-430-431-32500 POSTAGE	4.44	4.44	200.00	98
010-430-431-33100 UTILITIES	1,102.08	1,102.08	4,800.00	77
010-430-431-35100 BUILDING REPAIR / MAI	884.96	884.96	5,500.00	84
010-430-431-35200 EQUIPMENT MAINTENA	1,585.45	1,585.45	2,600.00	39
010-430-431-35300 VEHICLE MAINTENANC	2,339.39	2,339.39	20,000.00	88
010-430-431-40450 INSURANCE	43,009.95	43,009.95	61,130.00	30
010-430-431-50100 SMALL EQUIPMENT	10,148.58	10,148.58	76,700.00	87
010-430-431-50500 CAPITAL EQUIPMENT	31,215.76	31,215.76	141,550.00	78
TOTAL EXPENDITURE	<u>506,817.66</u>	<u>506,817.66</u>	<u>1,917,340.68</u>	<u>74</u>
BEFORE TRANSFERS	<u>-506,817.66</u>	<u>-506,817.66</u>	<u>-1,917,340.68</u>	

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AFTER TRANSFERS	<u>-506,817.66</u>	<u>-506,817.66</u>	<u>-1,917,340.68</u>	
434 FIRE				
EXPENDITURE:				
010-430-434-12100 SALARIES & WAGES	352,127.46	352,127.46	1,298,361.20	73
010-430-434-12110 OVERTIME	10,714.33	10,714.33	59,836.00	82
010-430-434-12800 RELIEF PAY	11,855.25	11,855.25	106,000.00	89
010-430-434-18100 FICA	26,891.39	26,891.39	109,639.59	75
010-430-434-18200 RETIREMENT	32,538.56	32,538.56	123,324.31	74
010-430-434-18210 401-K MATCH	16,413.39	16,413.39	81,491.83	80
010-430-434-18300 HEALTH INSURANCE	48,177.96	48,177.96	205,282.38	77
010-430-434-18400 RETIREE HEALTH INSURANCE	1,630.98	1,630.98	7,566.00	78
010-430-434-19000 PROFESSIONAL SERVICES	1,721.37	1,721.37	11,320.00	85
010-430-434-25000 VEHICLE SUPPLIES	6,202.62	6,202.62	24,000.00	74
010-430-434-26000 SUPPLIES / MATERIALS	2,014.59	2,014.59	10,000.00	80
010-430-434-26100 MEDICAL VACCINATIONS	0.00	0.00	9,000.00	100
010-430-434-26150 PREVENTATION SUPPLIES	1,135.71	1,135.71	6,000.00	81
010-430-434-26260 MEDICAL EQUIP & SUPPLIES	1,022.38	1,022.38	6,000.00	83
010-430-434-26600 CONTRIBUTORY EXPENSES	0.00	0.00	644.15	100
010-430-434-26900 UNIFORMS	1,862.96	1,862.96	11,000.00	83
010-430-434-31000 TRAVEL & TRAINING	1,973.59	1,973.59	11,000.00	82
010-430-434-32100 TELEPHONE / INTERNET	4,983.12	4,983.12	20,635.00	76
010-430-434-33100 UTILITIES	3,261.80	3,261.80	15,000.00	78
010-430-434-35100 BUILDING REPAIR / MAINTENANCE	1,073.50	1,073.50	15,000.00	93
010-430-434-35200 EQUIPMENT MAINTENANCE	2,003.55	2,003.55	20,000.00	90
010-430-434-35300 VEHICLE MAINTENANCE	3,617.70	3,617.70	30,000.00	88
010-430-434-39500 DUES & SUBSCRIPTIONS	15,790.60	15,790.60	8,500.00	-86
010-430-434-40450 INSURANCE	64,504.28	64,504.28	94,300.00	32
010-430-434-50100 SMALL EQUIPMENT	466.98	466.98	92,137.89	99
010-430-434-50500 CAPITAL EQUIPMENT	0.00	0.00	44,000.00	100
TOTAL EXPENDITURE	<u>611,984.07</u>	<u>611,984.07</u>	<u>2,420,038.35</u>	<u>75</u>
BEFORE TRANSFERS	<u>-611,984.07</u>	<u>-611,984.07</u>	<u>-2,420,038.35</u>	
AFTER TRANSFERS	<u>-611,984.07</u>	<u>-611,984.07</u>	<u>-2,420,038.35</u>	
451 STREETS				
EXPENDITURE:				
010-450-451-12100 SALARIES & WAGES	42,415.60	42,415.60	159,897.00	73
010-450-451-18100 FICA	3,019.77	3,019.77	12,232.12	75
010-450-451-18200 RETIREMENT	3,851.33	3,851.33	14,518.65	73
010-450-451-18210 401-K MATCH	1,262.90	1,262.90	9,593.82	87
010-450-451-18300 HEALTH INSURANCE	5,296.48	5,296.48	27,690.56	81
010-450-451-19000 PROFESSIONAL SERVICES	245.91	245.91	5,900.00	96
010-450-451-19500 CONTRACT LABOR	8,722.33	8,722.33	28,100.00	69
010-450-451-19900 CONTRACT WORK	13.50	13.50	30,500.00	100

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010-450-451-25000 VEHICLE SUPPLIES	1,234.05	1,234.05	7,000.00	82
010-450-451-26000 SUPPLIES / MATERIALS	4,147.79	4,147.79	27,000.00	85
010-450-451-26500 SAFETY MATERIALS	362.95	362.95	2,300.00	84
010-450-451-26900 UNIFORMS	0.00	0.00	1,900.00	100
010-450-451-31000 TRAVEL & TRAINING	0.00	0.00	2,500.00	100
010-450-451-32100 TELEPHONE / INTERNET	883.83	883.83	3,000.00	71
010-450-451-33100 UTILITIES	11,856.80	11,856.80	58,000.00	80
010-450-451-35100 BUILDING REPAIR / MAI	256.50	256.50	2,200.00	88
010-450-451-35200 EQUIPMENT MAINTENA	258.00	258.00	7,000.00	96
010-450-451-35300 VEHICLE MAINTENANC	48.95	48.95	4,500.00	99
010-450-451-40450 INSURANCE	9,364.16	9,364.16	10,890.00	14
010-450-451-50100 SMALL EQUIPMENT	0.00	0.00	2,400.00	100
010-450-451-50300 CAPITAL IMPROVEMEN	258,294.62	258,294.62	354,000.00	27
010-450-451-50500 CAPITAL EQUIPMENT	0.00	0.00	45,000.00	100
TOTAL EXPENDITURE	<u>351,535.47</u>	<u>351,535.47</u>	<u>816,122.15</u>	<u>57</u>
BEFORE TRANSFERS	<u>-351,535.47</u>	<u>-351,535.47</u>	<u>-816,122.15</u>	
AFTER TRANSFERS	<u>-351,535.47</u>	<u>-351,535.47</u>	<u>-816,122.15</u>	
459 POWELL BILL				
EXPENDITURE:				
010-450-459-12100 SALARIES & WAGES	2,551.04	2,551.04	9,247.88	72
010-450-459-18100 FICA	187.66	187.66	707.46	73
010-450-459-18200 RETIREMENT	231.65	231.65	839.71	72
010-450-459-18210 401-K MATCH	79.90	79.90	554.87	86
010-450-459-18300 HEALTH INSURANCE	229.83	229.83	1,106.40	79
010-450-459-50300 CAPITAL IMPROVEMEN	23,133.52	23,133.52	94,000.00	75
TOTAL EXPENDITURE	<u>26,413.60</u>	<u>26,413.60</u>	<u>106,456.32</u>	<u>75</u>
BEFORE TRANSFERS	<u>-26,413.60</u>	<u>-26,413.60</u>	<u>-106,456.32</u>	
AFTER TRANSFERS	<u>-26,413.60</u>	<u>-26,413.60</u>	<u>-106,456.32</u>	
471 SANITATION				
EXPENDITURE:				
010-470-471-12100 SALARIES & WAGES	59,696.71	59,696.71	282,813.77	79
010-470-471-18100 FICA	4,392.27	4,392.27	21,635.25	80
010-470-471-18200 RETIREMENT	5,420.47	5,420.47	25,679.49	79
010-470-471-18210 401-K MATCH	2,768.40	2,768.40	16,968.83	84
010-470-471-18300 HEALTH INSURANCE	9,661.12	9,661.12	52,038.76	81
010-470-471-18400 RETIREE HEALTH INSUF	1,062.77	1,062.77	4,283.00	75
010-470-471-19000 PROFESSIONAL SERVICI	188.44	188.44	2,000.00	91
010-470-471-19500 CONTRACT LABOR	15,239.26	15,239.26	34,000.00	55
010-470-471-25000 VEHICLE SUPPLIES	3,700.93	3,700.93	22,000.00	83
010-470-471-26000 SUPPLIES / MATERIALS	-89.20	-89.20	8,500.00	101
010-470-471-26500 SAFETY MATERIALS	812.75	812.75	4,500.00	82

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010-470-471-26900 UNIFORMS	0.00	0.00	5,100.00	100
010-470-471-32100 TELEPHONE / INTERNET	54.01	54.01	1,500.00	96
010-470-471-33100 UTILITIES	724.23	724.23	4,000.00	82
010-470-471-35100 BUILDING REPAIR / MAI	0.00	0.00	2,300.00	100
010-470-471-35200 EQUIPMENT MAINTENA	552.78	552.78	10,500.00	95
010-470-471-35300 VEHICLE MAINTENANC	915.76	915.76	16,500.00	94
010-470-471-40100 TIPPING FEES	15,403.10	15,403.10	75,000.00	79
010-470-471-40450 INSURANCE	28,228.37	28,228.37	35,000.00	19
010-470-471-50100 SMALL EQUIPMENT	0.00	0.00	5,000.00	100
TOTAL EXPENDITURE	<u>148,732.17</u>	<u>148,732.17</u>	<u>629,319.10</u>	<u>76</u>
BEFORE TRANSFERS	<u>-148,732.17</u>	<u>-148,732.17</u>	<u>-629,319.10</u>	
AFTER TRANSFERS	<u>-148,732.17</u>	<u>-148,732.17</u>	<u>-629,319.10</u>	
612 RECREATION				
EXPENDITURE:				
010-600-612-12100 SALARIES & WAGES	34,456.95	34,456.95	123,677.35	72
010-600-612-18100 FICA	2,553.06	2,553.06	9,461.32	73
010-600-612-18200 RETIREMENT	3,128.64	3,128.64	11,229.90	72
010-600-612-18210 401-K MATCH	1,703.04	1,703.04	7,420.64	77
010-600-612-18300 HEALTH INSURANCE	4,490.00	4,490.00	19,639.56	77
010-600-612-19000 PROFESSIONAL SERVICI	1,543.94	1,543.94	1,500.00	-3
010-600-612-19500 CONTRACT LABOR	0.00	0.00	32,000.00	100
010-600-612-19900 CONTRACT WORK	0.00	0.00	9,600.00	100
010-600-612-25000 VEHICLE SUPPLIES	559.81	559.81	3,000.00	81
010-600-612-26000 SUPPLIES / MATERIALS	3,459.95	3,459.95	22,000.00	84
010-600-612-26500 SAFETY MATERIALS	0.00	0.00	1,800.00	100
010-600-612-26900 UNIFORMS	0.00	0.00	1,900.00	100
010-600-612-32100 TELEPHONE / INTERNET	27.01	27.01	1,200.00	98
010-600-612-33100 UTILITIES	2,034.24	2,034.24	12,500.00	84
010-600-612-35100 BUILDING REPAIR / MAI	131.00	131.00	1,200.00	89
010-600-612-35200 EQUIPMENT MAINTENA	1,694.17	1,694.17	4,000.00	58
010-600-612-35300 VEHICLE MAINTENANC	185.98	185.98	1,300.00	86
010-600-612-40450 INSURANCE	4,551.24	4,551.24	7,200.00	37
010-600-612-50100 SMALL EQUIPMENT	0.00	0.00	1,800.00	100
010-600-612-50300 CAPITAL IMPROVEMEN'	37,449.91	37,449.91	140,000.00	73
010-600-612-50500 CAPITAL EQUIPMENT	0.00	0.00	45,000.00	100
TOTAL EXPENDITURE	<u>97,968.94</u>	<u>97,968.94</u>	<u>457,428.77</u>	<u>79</u>
BEFORE TRANSFERS	<u>-97,968.94</u>	<u>-97,968.94</u>	<u>-457,428.77</u>	
AFTER TRANSFERS	<u>-97,968.94</u>	<u>-97,968.94</u>	<u>-457,428.77</u>	
711 WATER ADMINISTRATION				
EXPENDITURE:				
030-700-711-12100 SALARIES & WAGES	30,539.67	30,539.67	117,291.84	74

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030-700-711-18100 FICA	2,310.37	2,310.37	8,972.83	74
030-700-711-18200 RETIREMENT	2,772.96	2,772.96	10,650.10	74
030-700-711-18210 401-K MATCH	1,818.19	1,818.19	7,037.51	74
030-700-711-18300 HEALTH INSURANCE	3,540.76	3,540.76	21,843.05	84
030-700-711-19000 PROFESSIONAL SERVICE	1,598.64	1,598.64	25,000.00	94
030-700-711-25000 VEHICLE SUPPLIES	149.91	149.91	2,000.00	93
030-700-711-26000 SUPPLIES / MATERIALS	724.14	724.14	3,500.00	79
030-700-711-26500 SAFETY MATERIALS	0.00	0.00	550.00	100
030-700-711-26900 UNIFORMS	0.00	0.00	400.00	100
030-700-711-31000 TRAVEL & TRAINING	411.73	411.73	2,000.00	79
030-700-711-32100 TELEPHONE / INTERNET	904.71	904.71	3,800.00	76
030-700-711-32500 POSTAGE	1,871.05	1,871.05	12,000.00	84
030-700-711-35300 VEHICLE MAINTENANCE	0.00	0.00	1,500.00	100
030-700-711-40450 INSURANCE	8,607.30	8,607.30	12,500.00	31
030-700-711-50100 SMALL EQUIPMENT	0.00	0.00	1,800.00	100
TOTAL EXPENDITURE	55,249.43	55,249.43	230,845.33	76
BEFORE TRANSFERS	-55,249.43	-55,249.43	-230,845.33	
AFTER TRANSFERS	-55,249.43	-55,249.43	-230,845.33	

712 PRODUCTION

EXPENDITURE:

030-700-712-12100 SALARIES & WAGES	73,694.01	73,694.01	307,721.50	76
030-700-712-18100 FICA	5,405.01	5,405.01	23,540.70	77
030-700-712-18200 RETIREMENT	6,691.44	6,691.44	27,941.11	76
030-700-712-18210 401-K MATCH	2,050.32	2,050.32	18,463.29	89
030-700-712-18300 HEALTH INSURANCE	10,102.00	10,102.00	42,340.26	76
030-700-712-18400 RETIREE HEALTH INSURANCE	2,693.74	2,693.74	11,850.00	77
030-700-712-19000 PROFESSIONAL SERVICE	723.79	723.79	18,000.00	96
030-700-712-19600 WATER TESTING / MAIN	2,496.90	2,496.90	16,000.00	84
030-700-712-19900 CONTRACT WORK	1,227.00	1,227.00	10,000.00	88
030-700-712-20000 CHEMICALS	14,213.67	14,213.67	60,000.00	76
030-700-712-25000 VEHICLE SUPPLIES	460.16	460.16	4,500.00	90
030-700-712-26000 SUPPLIES / MATERIALS	140.13	140.13	10,000.00	99
030-700-712-26500 SAFETY MATERIALS	0.00	0.00	2,000.00	100
030-700-712-26900 UNIFORMS	733.46	733.46	2,300.00	68
030-700-712-27001 LAB SUPPLIES	12,734.24	12,734.24	17,500.00	27
030-700-712-31000 TRAVEL & TRAINING	363.90	363.90	4,500.00	92
030-700-712-32100 TELEPHONE / INTERNET	1,144.04	1,144.04	5,500.00	79
030-700-712-33100 UTILITIES	13,554.12	13,554.12	103,000.00	87
030-700-712-34000 SLUDGE REMOVAL	0.00	0.00	70,000.00	100
030-700-712-35100 BUILDING REPAIR / MAINTENANCE	1,733.66	1,733.66	15,000.00	88
030-700-712-35200 EQUIPMENT MAINTENANCE	4.98	4.98	13,000.00	100
030-700-712-35300 VEHICLE MAINTENANCE	0.00	0.00	3,000.00	100
030-700-712-40450 INSURANCE	8,607.30	8,607.30	12,650.00	32
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2019-2020

07/01/2019 TO 09/30/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
030-700-712-50100 SMALL EQUIPMENT	912.00	912.00	3,800.00	76
030-700-712-50500 CAPITAL EQUIPMENT	1,180.00	1,180.00	80,000.00	99
TOTAL EXPENDITURE	<u>160,865.87</u>	<u>160,865.87</u>	<u>888,606.86</u>	<u>82</u>
BEFORE TRANSFERS	<u>-160,865.87</u>	<u>-160,865.87</u>	<u>-888,606.86</u>	
AFTER TRANSFERS	<u>-160,865.87</u>	<u>-160,865.87</u>	<u>-888,606.86</u>	
713 MAINTENANCE				
EXPENDITURE:				
030-700-713-12100 SALARIES & WAGES	79,411.52	79,411.52	318,838.92	75
030-700-713-18100 FICA	5,643.81	5,643.81	24,391.81	77
030-700-713-18200 RETIREMENT	7,210.63	7,210.63	28,950.57	75
030-700-713-18210 401-K MATCH	1,737.04	1,737.04	19,130.34	91
030-700-713-18300 HEALTH INSURANCE	12,558.11	12,558.11	52,689.83	76
030-700-713-19000 PROFESSIONAL SERVICE	1,752.30	1,752.30	9,000.00	81
030-700-713-19500 CONTRACT LABOR	0.00	0.00	3,000.00	100
030-700-713-19900 CONTRACT WORK	60.00	60.00	3,500.00	98
030-700-713-25000 VEHICLE SUPPLIES	2,068.49	2,068.49	9,900.00	79
030-700-713-26000 SUPPLIES / MATERIALS	4,305.21	4,305.21	44,000.00	90
030-700-713-26500 SAFETY MATERIALS	430.63	430.63	3,500.00	88
030-700-713-26900 UNIFORMS	0.00	0.00	4,000.00	100
030-700-713-31000 TRAVEL & TRAINING	1,019.04	1,019.04	3,800.00	73
030-700-713-32100 TELEPHONE / INTERNET	1,583.22	1,583.22	6,000.00	74
030-700-713-33100 UTILITIES	3,651.79	3,651.79	31,000.00	88
030-700-713-35100 BUILDING REPAIR / MAINTENANCE	470.47	470.47	4,800.00	90
030-700-713-35200 EQUIPMENT MAINTENANCE	2,122.45	2,122.45	8,800.00	76
030-700-713-35300 VEHICLE MAINTENANCE	1,647.24	1,647.24	6,900.00	76
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	0.00	1,200.00	100
030-700-713-40450 INSURANCE	8,607.29	8,607.29	12,100.00	29
030-700-713-50100 SMALL EQUIPMENT	0.00	0.00	5,000.00	100
030-700-713-50300 CAPITAL IMPROVEMENT	0.00	0.00	180,000.00	100
030-700-713-50500 CAPITAL EQUIPMENT	0.00	0.00	133,000.00	100
TOTAL EXPENDITURE	<u>134,279.24</u>	<u>134,279.24</u>	<u>913,501.47</u>	<u>85</u>
BEFORE TRANSFERS	<u>-134,279.24</u>	<u>-134,279.24</u>	<u>-913,501.47</u>	
AFTER TRANSFERS	<u>-134,279.24</u>	<u>-134,279.24</u>	<u>-913,501.47</u>	
910 DEBT SERVICE				
EXPENDITURE:				
010-910-910-91061 LOAN PAYMENT-FIRE TRUST	53,540.72	53,540.72	53,541.00	0
010-910-910-91063 LOAN PAYMENT - FIRE TRUST	0.00	0.00	246,267.58	100
030-910-910-60030 RESERVE FOR BOND PAYMENT	0.00	0.00	203,974.00	100
TOTAL EXPENDITURE	<u>53,540.72</u>	<u>53,540.72</u>	<u>503,782.58</u>	<u>89</u>

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2019-2020

07/01/2019 TO 09/30/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
BEFORE TRANSFERS	-53,540.72	-53,540.72	-503,782.58	
AFTER TRANSFERS	-53,540.72	-53,540.72	-503,782.58	
999 OTHER FUNDING USES				
EXPENDITURE:				
010-005-999-90000 CONTINGENCY	0.00	0.00	20,000.00	100
030-005-999-90000 CONTINGENCY	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	0.00	0.00	35,000.00	100
BEFORE TRANSFERS	0.00	0.00	-35,000.00	
AFTER TRANSFERS	0.00	0.00	-35,000.00	

TOWN OF WEAVERVILLE
 CAPITAL PROJECT FUND
 WATERLINE EXTENSION PROJECT ESTABLISHED 2/25/19

	<u>BUDGETED</u>	<u>PAID IN FY 2019</u>	<u>9/30/2019 YEAR-TO-DATE</u>	<u>CUMULATIVE TOTAL</u>	<u>REMAINING BALANCE</u>
EXPENDITURE:					
060-300-000-19005 CONSTRUCTION ADMIN	5,000.00	-	920.00	920.00	4,080.00
060-300-000-19007 LEGAL SERVICES	15,000.00	10,000.00	-	10,000.00	5,000.00
060-300-000-19008 ENGINEERING FEES	405,000.00	118,000.00	56,000.00	174,000.00	231,000.00
060-300-000-19009 INTEREST ON INTERIM	90,000.00	0.00	0.00	-	90,000.00
060-300-000-19900 CONSTRUCTION COST	2,329,200.00	0.00	0.00	-	2,329,200.00
060-300-000-90000 CONTINGENCY	126,400.00	0.00	0.00	-	126,400.00
TOTAL EXPENDITURE	<u>2,970,600.00</u>	<u>128,000.00</u>	<u>56,920.00</u>	<u>184,920.00</u>	<u>2,785,680.00</u>
FINANCING SOURCE:					
060-000-300-60030 TRANSFER FROM WATER FUND	170,600.00	170,600.00	0.00	170,600.00	0.00
060-000-300-60035 PROCEEDS FROM DEBT	2,800,000.00	0.00	0.00	0.00	2,800,000.00
TOTAL FINANCING SOURCE	<u>2,970,600.00</u>	<u>170,600.00</u>	<u>-</u>	<u>170,600.00</u>	<u>2,800,000.00</u>

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, October 21, 2019
Subject: Planning Department Report for the Third Quarter of 2019
Presenter: Planning Director
Attachments: Planning Department Report – Q3 2019

Description:

Attached you will find a report reflective of permits issued in July, August and September, 2019 and Planning and Zoning Board and Zoning Board of Adjustment activity during the same time.

Action Requested:

None



Planning Department Report – Q3, 2019

Total Zoning Permits Issued: 36

Residential:

Single family dwellings: 15 Internal upfit or accessory structure: 14

Multifamily dwellings: 1 (234 units @ 135 Monticello)

Commercial:

New Commercial: 0 Internal upfit or accessory structure: 6

Sign Permits: 2

Planning and Zoning Board Activity:

July: The Board reviewed the proposed Comprehensive Land Use Plan (CLUP) and tested said plan with previously reviewed and approved plans for development.

August: The Board reviewed and offered a positive recommendation to Town Council on a major subdivision application at 108 Church Street. A review of Town Council's priorities within the recently adopted CLUP was conducted. The Board and various members of Town Council recognized Doug Theroux who had just concluded ten years of service to the Town on the Planning and Zoning Board.

September: Mr. Gary Burge and Ms. Catherine Cordell were appointed as Chairman and Vice-Chairman of the Board respectively. The Board reviewed and offered a positive recommendation to Town Council on an initial zoning request contingent upon a voluntary annexation of an unaddressed parcel on Monticello Road. The Board reviewed and offered a positive recommendation to Town Council on a rezoning request of an unaddressed parcel on Merrimon Avenue. Discussion related to a high density residential zoning district as called for by the CLUP occurred.

Zoning Board of Adjustment Activity: No meeting of the ZBA was conducted during this time.