

TOWN OF WEAVERVILLE

AGENDA

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

**December 16, 2019
Regular Meeting at 7:00 pm**

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Root
2. Approval/Adjustments to the Agenda		Mayor Root
3. Approval of Minutes		Mayor Root
A. November 18, 2019 Town Council Regular Meeting Minutes	1	
4. General Public Comments		Mayor Root
5. Consent Agenda		Town Manager
A. Tax Collector’s Monthly Report	5	
B. Tax Releases & Refunds	7	
C. 2015 Closure of Portion of Brittian Street and Water Easements	8	
D. Road Closure Ordinance: Music on Main 2020	24	
6. Town Manager’s Report	26	Town Manager
7. Discussion & Action Items		
A. Greenway Project Update *	27	Doug Dearth
B. Acceptance of Waterlines for Maple Trace Phase IV *	28	Public Works Dir.
C. Remote Participation in Town Council Meetings *	31	Town Attorney
D. Town Hall Entry *	34	Town Manager
E. Quarterly Report: Public Works & Water	35	Public Works Dir.
.8. Adjournment		Mayor Root

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



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Meeting
Monday, November 18, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, November 18, 2019, at 7:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Al Root, Vice Mayor/Councilmember Doug Jackson, and Councilmembers Dottie Sherrill, Jeffrey McKenna, Andrew Nagle and Patrick Fitzsimmons.

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

1. Call to Order

Mayor Al Root called the meeting to order at 7:00 p.m.

2. Organization & Oaths for Newly Elected Council Member

A. Oaths of Office

Town Clerk Derek Huninghake administered the Oaths of Office for newly Elected Councilmembers Patrick Fitzsimmons, Jeffrey McKenna, and Andrew Nagle.

B. Selection of Vice- Mayor

Councilmember Sherrill nominated Councilmember Jackson as Vice-Mayor. Councilmember Fitzsimmons seconded and all voted in favor of the selection.

3. Approval/Adjustments to the Agenda

Mayor Root asked to add as Item A under Discussion Items – Main Street Advisory Group.

Councilmember Sherrill made a motion to approve the agenda with the aforementioned revision. Councilmember McKenna seconded and all voted in favor of the motion.

4. Approval of Minutes

Councilmember Nagle made the motion to approve the minutes from October 21, 2019 Town Council Regular Meeting. Councilmember McKenna seconded the motion and all voted in favor on the approval of the minutes.

5. Special Recognition: Roney Hilliard

Mayor Root, on behalf of Town Council, presented a plaque in special recognition to Roney Hilliard for his work on the ABC Board over the last six years. Mr. Hilliard has also served the people of Buncombe County for many years in the Sheriff Department.

6. General Public Comment - No Public Comment

7. Consent Agenda

Councilmember Sherrill 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. Tax Collector's Monthly Report – Informational Only

B. Tax Releases & Refunds– *Approved the tax release of the business personal property of Thermo Fisher Scientific, Inc. at 274 Aiken Road valued at \$2,269,776, so that \$8,625.15 can be released from the 2017 levy and refunded, the tax release of the business personal property of Thermo Fisher Scientific, Inc. at 274 Aiken Road valued at \$2,396,227, so that \$9,105.66 can be released from the 2018 levy and refunded, and the tax release of the business personal property of Thermo Fisher Scientific, Inc. at 274 Aiken Road valued at \$2,038,252, so that \$7,745.36 can be released from the 2019 levy.*

C. Board Appointment: ABC Board – *Appointed Tonia Sheppard to fill vacant seat on the ABC Board for a term that is due to expire in September of 2021.*

D. Budget Amendment: Cops for Kids and Pink Patch Project – *Approved Budget Amendment*

8. Town Manager's Report

Town Manager Coffey presented her Manager's report to Council including that 1) Community Center committee and staff met with our architects at the end of October and they are on target for announcing the project for bid this month with plans for bids/proposals to be approved by Town Council at your regular meeting in January 2020; 2) Reviewed the Strategic Plan Quarterly Update; 3) she has spoken with Buncombe County Manager Avril Pinder about the Town wanting to participate in the solar RFP project and we are now continuing in the County's process by gathering information pertaining to the Town's facilities; 4) Since Town Council serves as the Town's Tree Board, Town Planner James Eller has completed the recertification application for the Tree City USA designation and Town Manager Coffey expects to schedule our Arbor Day program for April 2020; 5) The Veterans Day Program that was held at the Town Hall on November 11 was a huge success and Town Manager Coffey thanked Vice Mayor Jackson and the Residents Patriotic Activities Committee for their hard work; 6) Our banquet recognizing volunteer boards and committee members is Tuesday, November 19 at 6pm in the Town Hall Community Room; 7) Christmas Parade is scheduled for Saturday, December 7 at 1 pm and 8) lastly, she recently had a meeting with Asheville City Manager Debra Campbell about the regionalization and feasibility of the transit program and how the Town of Weaverville could participate and benefit in this program.

Vice Mayor Jackson commented that he appreciates all the help he received from staff regarding the transition with moving Veterans Day from Lake Louise to the Weaverville Town Hall this year.

Mayor Root also thanked Lou Accornero and Thomas Veasey for all their hard work they have exhausted in serving on the Community Center Committee.

9. Discussion and Action Items

A. Main Street Advisory Group

Mayor Root noted that the reason he added this to the discussion items is due to the economic development goals of establishing an Economic Development Advisory Committee that was on the Strategic plan quarterly report update. He believes the Main Street Advisory Group could address some issues of how we go about living on Main Street, how it reflects and supports the businesses, and the community usage of Main Street. He has formed a committee consisting of a member from the Planning and Zoning Board, a volunteer from the community, a member from the Weaverville Business Association, and Councilmembers Fitzsimmons and McKenna.

Councilmember McKenna mentioned that the group has already held two meetings and discussed issues that the Mayor brought up. They have been very collaborative, however the issue that kept arising was the availability and communication of parking spaces. He wasn't aware that Town Manager Coffey and staff had been working on the parking issue already, but asked her to mention the parking related summary notes that were discussed at the last committee meeting.

Town Manager Selena Coffey covered the following notes from the committee meeting:

- 1.) Two hour parking zone signs – DOT approval needed for signs on Main Street
- 2.) Signage to identify Town parking lot – Two hour parking
- 3.) Support Town and Police Department to enforce two hour parking
- 4.) Monitor parking weekly and issue tickets
- 5.) Re-evaluate law enforcement after initial rollout
- 6.) Re-stripe Main Street parking to make spaces smaller to allow for more spots

She also noted that they have been working with DOT on the last issue and at the first meeting DOT approved five additional spots, but wouldn't approve parking down the street by the baseball field at Primary school since parents park there for school pickup/drop-off. DOT suggested they prepare an agreement between them and the Town laying out the terms of the Town painting and maintaining the spaces even though the spaces are on DOT roads, but she hasn't heard anything back.

Public Works Director Dale Pennell mentioned that he and staff met with DOT on October 28 for the second meeting about parking on the section of Main Street from Brown Street to Grove Street. DOT noted that the homeowners would have to be spoken to about adding business related parking spaces in front of their home, plus no one would be able to park closer than 25 feet on each side of their driveways. This would actually eliminate parking and only allow for a total of about 12 additional spaces, since the criteria for a parking space has to be 8 feet wide and 20 feet long.

Town Manager Coffey commented that parked vehicles disrupting the flow of traffic can be towed or ticketed, however the Town's policy needs to be updated if we want to address two hour parking. She recommends if there is a consensus between Town Council going forward, that she be directed to come back with a proposal that revises our Town code in regards to address two hour parking, additional resources necessary and new signs and parking times.

Consensus was given by Town Council.

B. FY 2018-2019 Audit

Finance Officer Tonya Dozier mentioned that the Town of Weaverville FY 2018-2019 audit was submitted to the Local Government Commission last week for their approval, which we should receive in the next few weeks. Once we receive the approval, we will distribute copies to Town Council and place it on the Town website. She also, extended a big thank you to Mr. Keever and his staff for all their knowledge and help throughout the year, not just during the audit.

Travis Keever, of Gould Killian CPA Group, thanked Town Council for allowing them to serve as the Town auditors again this year and thanked staff for all their hard work and cooperation in completing the audit. Mr. Keever noted that the audit is considered final now. They have issued the Town of Weaverville an unmodified (clean) opinion, reported no material weaknesses in internal control and no instances of non-compliance with laws and regulations. He highlighted the general fund and enterprise fund summary, and noted that local governments have become at risk for cybersecurity. They recommend that the Town have a risk assessment process in place and good insurance policies.

C. FY 2018-2019 ABC Audit

Chairman Robert Chason presented the Weaverville ABC FY 2018-2019 Audit to Town Council. He noted that the ABC store is performing really well and is continuing to grow financially with last year's sales exceeding \$3 million, which is up 8.4% from the prior year. Their profit distribution to the Town of Weaverville last year was a little over \$171,000 and they see no reason that distribution level shouldn't be achieved again this year.

D. Approval of U.S. Cellular Tower Lease

Town Attorney Jennifer Jackson mentioned that the US Cellular Tower Lease expires on December 31, 2021 and US Cellular has requested that the approval of the 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 will increase annually by \$5,838.36. Based on the average monthly rents for other US Cellular ground leases in western North Carolina, the Town of Weaverville is about double the average lease amount.

Vice Mayor Jackson made a motion to approve the attached lease and continue its leasing to US Cellular, and then adopt the Resolution Approving Ground Lease for US Cellular Tower Site. Councilmember Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

E. Approval of Final Plat for Major Subdivision at 108 Church Street

Town Planner James Eller mentioned that before Town Council is a final plat approval for a major subdivision at 108 Church Street, which calls for 5 lots from the underlying 2.78 acres. In August, the Planning and Zoning Board reviewed the preliminary plat and passed along a unanimous recommendation for the plat to be approved by Town Council. During the same meeting, the Board offered a positive recommendation for the final plat for the same subdivision due to all infrastructures being in place, so nothing would change between the preliminary and final version of the plat.

Councilmember Fitzsimmons made a motion to approve the attached final plat for the project located at 108 Church Street. Councilmember Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion passed 5-0.

F. 2020 Town Council Meeting Schedule

Mayor Root discussed the proposed Town Council meeting schedule for the upcoming year. He recommends that the Town Council Regular meetings be moved to the 4th Monday of every month, with the Town Council workshops staying on the 2nd Tuesday of each month. He also suggested changing the May 2020 and December 2020 Town Council meetings to the 3rd Monday, due to holidays.

Councilmember Nagle made a motion to approve the proposed 2020 Town Council Meeting Schedule with the aforementioned changes. Vice Mayor Jackson seconded the motion. The motion passed by a unanimous vote of Council. Motion passed 5-0.

G. Quarterly Report: Fire Department

Fire Chief Ted Williams presented the Weaverville Fire Departments Quarterly Report for August – October 31, 2019. There were 505 calls this quarter with an average response time for all calls at 6:24 minutes, the increase is due to a large number of overlapping calls and calls outside the jurisdiction, 29 child passenger safety seats were installed, 84 commercial business inspections, and 12 fire prevention and education classes were conducted.

H. Quarterly Report: Police Department

Police Chief Ron Davis presented the Weaverville Police Department Quarterly Report for August – October 2019. Chief Davis noted that there were 3,342 calls for service last quarter, which is an increase of 10.3% from the same quarter last year, 74 arrests, which is an increase of 8.8% from same quarter last year, and 84 vehicle collisions with 13 injuries, which is an increase of 23.5% from same quarter last year. He also noted that the police department has implemented a new reporting standard called National Incident Base Reporting System (NIBRS) so that is the reason for the new format. The system will illustrate increases/decreases, but they aren't as drastic as they appear due to changes in the categories of crimes compared to the old system.

10. Adjournment

Councilmember Nagle made the motion to adjourn; Councilmember Sherrill seconded and all voted to adjourn the Council's meeting at 8:22 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

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

DESCRIPTION/SUMMARY OF REQUEST:

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

No action is requested or required.

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

12/9/2019

Real Property:	\$ 783,958,380	
Real Property Discoveries:	666,900	
Total Real Property:		\$ 784,625,280
Personal:	\$ 73,730,921	
Personal Discoveries:	262,929	
Total Personal:		73,993,850
Public Utilities:		5,406,640
Exemption:		(9,317,465)
Releases:		(2,113,801)
Total Tax Value		\$ 852,594,504

Tax Levy @.38 cents per \$100

Real Property:		\$ 2,981,576
Personal Property:		281,177
Public Utilities:	20,545	
Less Under \$5 Adjustment	(47)	
Total Public Utilities:		20,498
Exemption:		(35,406)
Releases:		(8,032)
Total Levy (Total Billed)		\$ 3,239,812

Total Current Year Collections		\$ 1,648,297
% Collected		50.88%

Total Left to be Collected:		\$ 1,591,515
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Prior Years Paid		\$ 4,394
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**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 16, 2019
SUBJECT: Tax Releases/Refunds
PRESENTER: Tax Collector
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

There are a few properties that are not entirely located within the Town of Weaverville and the Buncombe County Tax Assessor's Office has worked on getting the assessed values to correctly reflect the percentage within the Town. This has resulted in some recommended releases and refunds.

Town Council is asked to approve a tax release of \$192,400 in value and refund \$731.12 from a 2018 tax bill for real property owned by Dorothy Lille LLC at 90 Union Chapel Road, PIN 9752-09-1393. For that same property Town Council is asked to approve a tax release of \$146,705 in value from the 2019 taxes which results in a release of \$557.48 from the 2019 tax levy.

Town Council is also asked to approve a tax release of \$512,430 in value from a 2019 taxes resulting in a release of \$1,947.23 from taxes owed for 2019 for real property owned by Amit Dorf at 122 Dorothy Lille Lane, PIN 9742-99-4566.

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 (1) the release of a portion of real property owned by Dorothy Lille, LLC , PIN 9752-09-1393, valued at \$192,400, so that \$731.12 can be released from the 2018 levy and refunded, (2) the release of a portion of real property owned by Dorothy Lille, LLC, PIN 9752-09-1393, valued at \$146,705, so that \$557.48 can be released from the 2019 levy, and (3) the release of a portion of real property owned by Amit Dorf, PIN 9742-99-4566, valued at \$512,430, so that \$1,947.23 can be released from the 2019 levy.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 16, 2019

SUBJECT: 2015 Closure of Portion of Brittain Street and Water Easement

PRESENTER: Town Attorney

ATTACHMENTS: Amended and Restated Resolution and Order Regarding
Permanent Closure of Portion of Brittain Street
Original Resolution adopted August 17, 2015
Waterline Easement Agreements

DESCRIPTION/SUMMARY OF REQUEST:

In July of 2015 the Town was approached with a request to abandon and close a small portion of Brittain Street (also known as Brittain Street) as allowed by NC Gen. Stat. § 160A-299. The Town took steps largely consistent with this statute and attempted to close the street; however, there were some irregularities in the final action taken by Town Council. The property owners have asked that Town Council's actions when it adopted the resolution on August 17, 2015, be stated more clearly, and, in order to avoid having to go through the same process again, have consented to the attached Amended and Restated Resolution and Order Regarding Permanent Closure of a Portion of Brittain Street.

In 2015 there was not good communication with the Public Works Department when the closure of this section of Brittain Street was discussed and it was recently discovered that the Town has a waterline that runs down Brittain Street, including the portion that was closed. The property owners have agreed to execute waterline easement agreements to provide for proper maintenance of that portion of waterline.

TOWN COUNCIL ACTION REQUESTED:

Town Council is asked to consider adopting the Amended and Restated Resolution an Order Regarding Permanent Closure of Portion of Brittain Street and accepting the Waterline Easement Agreements.

**TOWN OF WEAVERVILLE
AMENDED AND RESTATED RESOLUTION AND ORDER REGARDING
PERMANENT CLOSURE OF PORTION OF BRITTIAN STREET**

WHEREAS, North Carolina General Statute §160A-299 sets forth a procedure for permanently closing streets and alleys for cities and towns in North Carolina; and

WHEREAS, on July 20, 2015, Town Council adopted a resolution of intent to permanently close a portion of Brittian Street, also known as Brittain Street, and set a public hearing for August 17, 2015; and

WHEREAS, the resolution was published once a week for four consecutive weeks prior to the public hearing and on August 17, 2015, a public hearing on the request to close a portion of Brittian Street was held; and

WHEREAS, the public hearing was held on August 17, 2015, with no comments being offered, and Town Council took action to close a portion of Brittian Street as requested by adopting a Resolution to Permanently Close a Portion of Brittian Street which included a finding that the closing of a portion of Brittian Street as described therein is not contrary to the public interest and no individual owning property in the vicinity of the street or alley would thereby be deprived of reasonable means of ingress and egress to his or her property; and

WHEREAS, the Resolution that was adopted on August 17, 2015, contained some irregularities that Town Council wishes to correct with this "Amended and Restated Resolution and Order Regarding Permanent Closure of Portion of Brittian Street";

NOW, THEREFORE BE IT RESOLVED AND ORDERED, that pursuant to N.C. Gen. Stat. § 160A-299, and with the consent of the property owners abutting the relevant portion of unopened Brittian Street, the hereinafter described portion of Brittian Street (also known as Brittain Street) is hereby ordered to be permanently closed effective upon adoption and the Town Clerk is requested to file this resolution with the Buncombe County Register of Deeds:

BEGINNING at the northeast corner of Lot 5 of the R.P. Brittain property shown on that portion of the plat recorded in Deed Book 101, Page 309 (beginning page 308), in the Buncombe County Registry; thence running South 85 degrees 38 minutes 36 seconds East across a portion of Brittain Street (unopened) a distance of 34.03 feet to the northwest corner of the property now or formerly owned by Jennifer Mitchell as described in Deed Book 4466, Page 1075; thence running South 01 degrees 51 minutes 25 seconds West 178.44 feet with the western line of said property along with the western line of the property now or formerly owned by Deborah Ann Riddle as described in Deed Book 1956, Page 74, to a ¾-inch iron pipe found, said iron pipe located at the southwest corner of the said Riddle property; thence running South 88 degrees 16

minutes 16 seconds West, crossing a portion of Brittain Street (unopened) a distance of 34.00 feet to a 3/4-inch iron pipe found, said iron pipe located at the southeast corner of Lot 5 as shown on said plat; thence with the eastern line of said Lot 5, North 01 degrees 51 minutes 21 seconds East 180.00 feet to the point of beginning; and being shown more particularly delineated as "Brittain St (unopened)" on that survey by Eric S. McAbee, P.L.S., License #L-4095, being survey drawing No. G-13-3182, dated December 18, 2013.

Pursuant to N.C. Gen. Stat. § 160A-299(c) all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street.

ADOPTED this the ____ day of _____, 2019.

ALLAN P. ROOT, Mayor

Derek K. Huninghake, Town Clerk

THE UNDERSIGNED HEREBY CONSENT TO THE CLOSURE OF THE PORTION OF BRITTIAN STREET DESCRIBED HEREIN:



CYNTHIA SPAIN

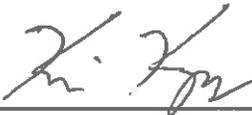
Date: 10/16/19



DEBORAH ANN RIDDLE

Date: 10/17/19

DOGWOOD PROPERTIES & DEVELOPMENT, LLC

BY: 

Kevin G. Kopp, Manager

Date: 12-5-19

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public of the aforesaid State and County, certify that **DEREK K. HUNINGHAKE**, who is personally known to me, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

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

NOTARY PUBLIC

My Commission Expires: _____

(NOTARIAL SEAL)



Doc ID: 029614220003 Type: CRP
Recorded: 10/29/2015 at 11:02:35 AM
Fee Amt: \$26.00 Page 1 of 3
Workflow# 0000317376-0001
Buncombe County, NC
Drew Reisinger Register of Deeds

RF

BK 5367 PG 1407-1409

RESOLUTION TO PERMANENTLY CLOSE A PORTION OF BRITTAIN STREET

return to: Town of Weaverville P.O. Box 338 Weaverville NC 28787

WHEREAS, N. C. Gen. Stat. Sec. 160A-299 sets forth a procedure for permanently closing streets and alleys for cities and towns in North Carolina; and

WHEREAS, the Statute requires the Town Council first adopt a resolution declaring its intent to close the street or alley and closing for a public hearing on the question, and

WHEREAS, on July 20, 2015, The Town Council adopted a resolution of intent to close a portion of Brittain Street; and

WHEREAS, the resolution declaring the intent to close the street or alley shall be published in a newspaper of general circulation in Buncombe County, North Carolina, once per week for four successive weeks prior to the aforesaid public hearing, a copy of the resolution shall be sent by registered or certified mail to all owners of property adjoin the street or alley as shown on the Buncombe County tax records, and a notice of the closing and public hearing shall be prominently posted at least two place along the street or alley; and

WHEREAS, the resolution was published once a week for four consecutive weeks prior to the Public hearing in the Asheville Citizen-Times, a copy of the resolution was sent to all owners of property adjoin the street or alley shown on the Buncombe County tax records, and a notice of the closing and public hearing was prominently posted in at least two places along the street or alley; and

WHEREAS, at the public hearing, any person may be heard on the question of whether or not the Closing would be detrimental to the public interest or the property rights of any individual; and

WHEREAS, at the public hearing on August 17, 2015, the Town Council heard comments from the public on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual; and

WHEREAS, IT APPEARS TO THE SATISFACTION OF THE Town Council, after the hearing, that closing a portion of Brittain Street as hereinafter described is not contrary to the public interest and no individual owning property in the vicinity of the street or alley would thereby be deprived of reasonable means of ingress and egress to his or her property

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE THAT:

Section 1. The Town Council hereby declares its intent to permanently close an unopened portion of Brittain Street with said portions described as follows:

BEGINNING at the northeast corner of Lot 5 of the R.P. Brittain property shown on that portion of the plat recorded in Deed Book 101, Page 309, in the Buncombe County Registry; thence running South 85 deg. 38 min. 36 sec. East across a portion of Brittain Street (unopened) a distance of 34.03 feet to the northwest corner of the property now or formerly owned by Jennifer Mitchell as described in Deed Book 4466, Page 1075; thence running South 01 deg. 51 min. 25 sec. West 178.44 feet with the western line of said property along with the western line of the property now or formerly owned by Deborah Ann Riddle as described in Deed Book 1956, Page 74 to a ¾" iron pipe found, said iron pipe located at the southwest corner of the said Riddle property; thence running South 88 deg. 16 min. 16 sec. West, crossing a portion of Brittain Street (unopened) a distance of 34.00 feet to ¾" iron pipe found, said iron pipe located at the southeast corner of Lot 5 as shown on said plat; thence with the eastern line of said Lot 5, North 01 deg. 51 min. 21 sec. East 180.00 feet to the point of beginning; and being shown more particularly delineated as "Brittain St (unopened)" on that survey by Eric S. McAbee, P.L.S., License #L-4095, being survey drawing No. G-13-3182, dated December 18, 2013.Section 2. A public hearing on the question of permanently closing a portion of Brittain Street as shown in Exhibit A will be held at 6:45 P.M. on August 17, 2015 in the Council Chambers at 30 South Main Street, Weaverville, N.C.

Section 2. The closing of the aforementioned portion of Brittain Street shall be effective upon adoption.

Section 3. The Town Clerk is directed to file a Certified copy of this Resolution in the Office of the Register of Deeds for Buncombe County.

Read, approved and adopted the 17th day of August, 2015


Shelby Shields Town Clerk


Dorothea "Dottie" Sherrill Mayor

I, Shelby G. Shields, Town Clerk of the Town of Weaverville, NC, do hereby certify that the attached is a true and accurate copy of the RESOLUTION TO PERMANENTLY CLOSE A PORTION OF BRITAIN STREET, adopted at the Regular Town Council Meeting held on August 17, 2015, in the Council Chambers at 30 South Main Street, Weaverville, NC.

Shelby G. Shields
Shelby G. Shields, Clerk to the Board

August 31, 2015
Date

COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

I, Melinda M. King, a Notary Public of the aforesaid County and State do hereby acknowledge that Shelby G. Shields, Town Clerk, Town of Weaverville, NC, personally appeared before me this the 31 day of August, 2015 and signed the above statement.

Melinda M. King
Notary Public

My Commission expires 10-19-2017



PREPARED BY AND RETURN TO:

Jennifer O. Jackson, Weaverville Town Attorney
PO Box 338, Weaverville, NC, 28787

STATE OF NORTH CAROLINA

WATERLINE EASEMENT AGREEMENT

COUNTY OF BUNCOMBE

THIS WATERLINE EASEMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this the ___ day of December, 2019, by and between **DOGWOOD PROPERTIES & DEVELOPMENT, LLC**, a North Carolina limited liability company (hereinafter referred to as "Grantor"), and the **TOWN OF WEAVERVILLE**, a municipal corporation (hereinafter referred to as "Grantee"), collectively Grantor and Grantee may be referred to as the "Parties".

WITNESSETH:

WHEREAS, Dogwood Properties & Development, LLC, is the owner of Lot 8 of Town Walk as shown on the plat recorded in Book 187 at Page 129, which is a portion of that property described in that deed recorded in Book 5173 at Page 920 in the Office of the Register of Deeds for Buncombe County, North Carolina, Registry, said Lot 8 being also identified as Buncombe County Parcel Identification Number 9742-39-6945; and

WHEREAS, Grantee has long maintained a waterline on property adjacent to Grantor's property ("Waterline") and the Grantor and Grantee now wish to formalize an easement associated with the existing Waterline; and

WHEREAS, Grantor shall have the continuing right to use its property subject to the terms of this Agreement as set forth herein, provided that said use in no way interferes with the ability of the Waterline to conduct water nor unreasonably interferes with the right of Grantee, its successors and assigns, to construct, lay, operate, replace, repair, enlarge, inspect reconstruct, and maintain the Waterline at all times;

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys, and dedicates unto Grantee, its successors and assigns, a permanent easement that is three (3) feet in width running along and

with the eastern boundary of Lot 8 of Town Walk as shown on that plat recorded in Plat Book 187 at Page 129, Buncombe County Registry, and is for the purposes of ingress, egress, and regress to the Waterline to the extent necessary for the purposes of operating and conducting the occasional general maintenance of the Waterline, including reconstructing, repairing, replacing, such Waterline as may be needed ("Easement").

Grantor hereby agrees and accepts all of the conditions required by Grantee as part of this acceptance, subject to the following terms and conditions:

1. Grantee shall have the right to construct, lay, operate, replace, repair, enlarge, inspect, reconstruct and maintain the Waterline for the transmission of water for public use, together with the right to do all things reasonably necessary or convenient thereto.

2. Grantee, its officers, officials, employees and agents shall have the right to go to and from the Easement at all times as shall occasion the least practicable inconvenience to Grantor, as determined in Grantee's reasonable discretion, on foot or by conveyance, with persons, materials, machinery, supplies, and equipment as may be required by Grantee for ingress, egress and regress to and from the Waterline. provided that, except in emergencies, existing roads and ways shall be used to the extent that they afford ingress, egress and regress to and from the Waterline. Provided further, that such right to enter upon the Easement area shall be limited to the least amount of time as is needed to reasonably operate, maintain, and/or repair the Waterline, and equipment is not allowed to be left in the Easement area unless such equipment is necessary for active operational or maintenance projects.

3. Grantee shall have the right to clear the Easement and keep the same cleared at all times, and to remove therefrom all buildings, structures, improvements, fixtures, brush, trees, shrubs and other plantings and other obstructions, and to go upon said Easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees, shrubs and other plantings and other obstructions of any kind. Provided, however, such removal of buildings, structures, improvements, fixtures, brush, trees, shrubs and other plantings and other obstructions shall be limited to what is reasonably necessary to operate, maintain, and/or repair the Waterline.

4. If it becomes necessary, at any time, for Grantee to enter the Easement for the purpose of repair, replacement or maintenance of the Waterline, Grantee shall have the obligation to restore the topography of the Grantor's property within the Easement which was disturbed as a result of any necessary repair, replacement, or maintenance to approximately the same condition as existed prior to the repair, replacement, or maintenance.

5. Grantor shall at all times have the right to use the area in which the Easement is located for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, Grantor shall not: (1) cause the Waterline to be undermined in any way; (2) cause other utility lines that are not in existence as of the date of this Agreement, including but not limited to, electric, gas, telephone, or television cable, to be constructed within the Easement except after prior written approval by Grantee (such approval not to be unreasonably withheld); (3) cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the Easement; (4) cause Grantee's facilities or use of said Easement

to be interfered with or endangered by Grantor, its successors and assigns; (5) cause the erection of a shed, building, structure or other obstruction within the Easement; (6) cause the planting of trees or large shrubs or other large plantings within the Easement; and (7) cause any fill to be placed within the Easement except after prior written consent from Grantee.

6. The Easement, covenants, terms, conditions contained herein are intended to and shall run with the Grantor's property and shall be binding on Grantee and Grantor and their respective successors and assigns.

TO HAVE AND TO HOLD the aforesaid Easement and rights, and all privileges and appurtenances thereto belonging to Grantee and its successors and assigns in interest to the water system.

IN WITNESS WHEREOF, Grantor has hereunto caused this Agreement to be executed by its duly authorized officers on the day and year first above written.

GRANTOR:

DOGWOOD PROPERTIES & DEVELOPMENT, LLC

By: 
KEVIN KOPF, Member Manager

GRANTEE:

TOWN OF WEAVERVILLE

By: _____
ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK K. HUNINGHAKE, Town Clerk (SEAL)

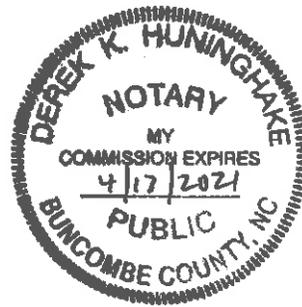
STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public of the aforesaid State and County, certify that **KEVIN KOPP**, Member Manager of **DOGWOOD PROPERTIES & DEVELOPMENT, LLC**, a North Carolina limited liability company, appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Member Manager of **DOGWOOD PROPERTIES & DEVELOPMENT, LLC**, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 6th day of December, 2019.

Derek K. Hynghake
NOTARY PUBLIC



My Commission Expires: 4/17/2021

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, a Notary Public of the aforesaid State and County, certify that **DEREK K. HUNINGHAKE**, who is personally known to me, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

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

NOTARY PUBLIC

My Commission Expires: _____

(NOTARIAL SEAL)

PREPARED BY AND RETURN TO:
Jennifer O. Jackson, Weaverville Town Attorney
PO Box 338, Weaverville, NC, 28787

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this the ___ day of _____, 2019, by and between **CYNTHIA SPAIN**, unmarried, and **DEBORAH ANN RIDDLE**, unmarried, (hereinafter collectively referred to as "Grantor" and/or "Grantors"), and the **TOWN OF WEAVERVILLE**, a municipal corporation (hereafter referred to as "Grantee"), collectively Grantor and Grantee may be referred to as the "Parties".

WITNESSETH:

WHEREAS, Cynthia Spain is the owner of that certain property described in that deed recorded in Book 5756 at Page 1841 in the Office of the Register of Deeds for Buncombe County, North Carolina, Registry, identified further as Buncombe County Parcel Identification Number 9743-30-7030; and

WHEREAS, Deborah Ann Riddle is the owner of that certain property described in that deed recorded in Book 1956 at Page 74 in the Office of the Register of Deeds for Buncombe County, North Carolina, Registry, identified further as Buncombe County Parcel Identification Number 9742-39-7931; and

WHEREAS, Grantee has long maintained a waterline on the properties of the Grantors ("Waterline") and the Grantors and Grantee now wish to formalize the easement associated with the existing Waterline; and

WHEREAS, Grantors shall have the continuing right to use their respective properties subject to the terms of this Agreement as set forth herein, provided that said use in no way interferes with the ability of the Waterline to conduct water nor unreasonably interferes with the right of

Grantee, its successors and assigns, to construct, lay, operate, replace, repair, enlarge inspect reconstruct, and maintain the Waterline at all times;

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Grantors hereby grant, bargain, sell, convey, and dedicate unto Grantee, its successors and assigns, a permanent easement that is ten (10) feet in width on either and both sides of the existing Waterline and a ten (10) foot width radius around any existing manholes, to the maximum extent that the easement lies on each of the Grantors' properties, and is for the purposes of ingress, egress, and regress to the Waterline constructed on Grantors' properties as well as for the purposes of operating and the conducting the occasional general maintenance of the Waterline, including reconstructing, repairing, replacing, such Waterline as may be needed ("Easement").

Grantor hereby agrees and accepts all of the conditions required by Grantee as part of this acceptance, subject to the following terms and conditions:

1. Grantee shall have the right to construct, lay, operate, replace, repair, enlarge, inspect, reconstruct and maintain, within the Easement, the Waterline for the transmission of water for public use, together with the right to do all things reasonably necessary or convenient thereto.

2. Grantee, its officers, officials, employees and agents shall have the right to go to and from the Easement at all times across the Grantors' properties by such route or routes as shall occasion the least practicable inconvenience to Grantor, as determined in Grantee's reasonable discretion, including the use of private roads and ways then existing thereon, on foot or by conveyance, with persons, materials, machinery, supplies, and equipment as may be desirable to Grantee; provided such right of ingress, egress, and regress shall not extend to any portions of said properties which are separated from the Easement by any public road now or hereafter crossing the Grantors' properties. Provided further, that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress, egress and regress to and from said Easement. Provided further, that such right to enter upon the Easement area shall be limited to the least amount of time as is needed to reasonably operate, maintain, and/or repair the Waterline, and equipment is not allowed to be left in the Easement area unless such equipment is necessary for active operational or maintenance projects.

3. Grantee shall have the right to clear the Easement and keep the same cleared at all times, and to remove therefrom all buildings, structures, improvements, fixtures, brush, trees, shrubs and other plantings and other obstructions, and to go upon said Easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees, shrubs and other plantings and other obstructions of any kind. Provided, however, such removal of buildings, structures, improvements, fixtures, brush, trees, shrubs and other plantings and other obstructions shall be limited to what is reasonably necessary to operate, maintain, and/or repair the Waterline.

4. If it becomes necessary, at any time, for Grantee to enter the Easement for the purpose of repair, replacement or maintenance of the Waterline, Grantee shall have the obligation to restore the topography of the Grantors' properties within the Easement which was disturbed as a result of any necessary repair, replacement, or maintenance to approximately the same condition as existed prior to the repair, replacement, or maintenance.

5. Grantee shall have the right to erect and maintain structures within the Easement for access to the Waterline and for controlling water flowing through the waterline and the right to install, operate and maintain other equipment necessary for transmitting water.

6. Grantor shall at all times have the right to use area in which the Easement is located for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, Grantor shall not: (1) cause the Waterline to be undermined in any way; (2) cause other utility lines that are not in existence as of the date of this Agreement, including but not limited to, electric, gas, telephone, or television cable, to be constructed within the Easement except after prior written approval by Grantee (such approval not to be unreasonably withheld); (3) cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the Easement; (4) cause Grantee's facilities or use of said Easement to be interfered with or endangered by Grantor, its successors and assigns; (5) cause the erection of a shed, building, structure or other obstruction within the Easement; (6) cause the planting of trees or large shrubs or other large plantings within the Easement; and (7) cause any fill to be placed within the Easement except after prior written consent from Grantee.

7. The Easement, covenants, terms, conditions contained herein are intended to and shall run with the Grantors' properties and shall be binding on Grantee and Grantor and their respective successors and assigns.

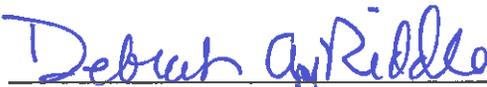
TO HAVE AND TO HOLD the aforesaid Easement and rights, including the Waterlines located therein, and all privileges and appurtenances thereto belonging to Grantee and its successors and assigns in interest to the water system.

Grantor covenants with Grantee that Grantor is seized of the Grantor Property in fee simple and has the right to convey the aforesaid Easement and that Grantor will warrant and defend the title to the Easement hereby granted against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto caused this Agreement to be executed by its duly authorized officers on the day and year first above written.

GRANTOR:


_____ (SEAL)
CYNTHIA SPAIN


_____ (SEAL)
DEBORAH ANN RIDDLE

GRANTEE:

TOWN OF WEAVERVILLE

By: _____
ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK K. HUNINGHAKE, Town Clerk (SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County, certify that **CYNTHIA SPAIN**, appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the said instrument.

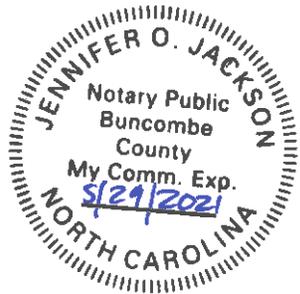
WITNESS my hand and official stamp or seal, this 16th day of October, 2019.



NOTARY PUBLIC

My Commission Expires: 5/29/2021

(NOTARIAL SEAL)



**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County, certify that **DEBORAH ANN RIDDLE**, appeared before me and being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the said instrument.

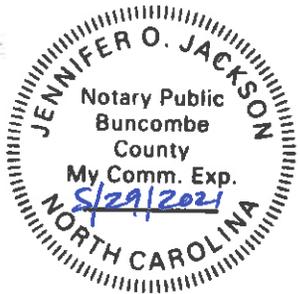
WITNESS my hand and official stamp or seal, this 17th day of October, 2019.



NOTARY PUBLIC

My Commission Expires: 5/29/2021

(NOTARIAL SEAL)



**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County, certify that **DEREK K. HUNINGHAKE**, who is personally known to me, personally appeared before me this date and acknowledged that he is the Town Clerk for the Town of Weaverville, a municipality, and that by authority duly given and as the act of the Town Council of the **TOWN OF WEAVERVILLE**, the foregoing instrument was signed in its name by its Mayor, Allan P. Root, sealed with its municipal seal and attested by himself as its clerk.

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

NOTARY PUBLIC

My Commission Expires: _____

(NOTARIAL SEAL)

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, December 16, 2019
Subject: Music on Main-June 20, 2020
Presenter: Selena D. Coffey, Town Manager
Attachments: Road Closure Ordinance Music on Main

Description:

Attached please find the Ordinances for the road closure for Music on Main.

Council Action Requested:

The Town Manager recommends approval of the ordinance.

Suggested Motion:

I move to approve the road ordinance for Music on Main.

Weaverville North Carolina

AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE MUSIC ON MAIN EVENT SPONSORED BY THE WEAVERVILLE BUSINESS ASSOCIATION

WHEREAS, the Town Council of Weaverville has been approached by the Weaverville Business Association requesting to hold a Music on Main event on South Main Street, Weaverville;
and

WHEREAS, the Town of Weaverville acknowledged and agreed to permit said event on the date and times specified below as a community and family-oriented event;
and

WHEREAS, the Town Council of acknowledges that Weaverville acknowledges the Town departments require approximately one (1) hour to install signage, and also requires approximately one (1) hour for removing signage, litter, etc. after the event;
and

NOW 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:

Music on Main, Sponsored by the Weaverville Business Association

Date: Saturday, June 20, 2020

Time: 12:00 pm until 10:30 pm

Road Closures:

- Road closure at intersection of Main Street and US-19-BR Merrimon Avenue
- Road closure at 30 South Main Street

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

Adopted this _____ day of _____, 2019

Allan P. Root, Mayor

Attest:

Derek Huninghake, Town Clerk



Town Manager's Monthly Report

Selena D. Coffey, MPA, ICMA-CM

December 2019

- 1) **Christmas Parade Update:** Thanks to Councilwoman Dottie Sherrill for again organizing a fantastic Christmas Parade. We had over 100 float entries, beautiful weather and lots of cheerful faces along the parade route!
- 2) **2020 July 4 Downtown:** Unless the Mayor or Town Council have reservations, I am getting ready to order our fireworks for the Town's July 4, 2020 event downtown. Please let me know if you would like to see anything different with next year's event.
- 3) **Community Center Construction Update:** With the Community Center Project out to bid, staff will be bringing back a recommended bid/proposal at your January 2020 meeting. Bids are due by 2:00pm on Wednesday, January 22, 2020 and staff will ask for Council approval at your regular meeting on January 27, 2020.
- 4) **Water System Improvement Update:** The Town's waterline improvement project, which includes the installation of water distribution lines along Clarks Chapel Road and Ollie Weaver Road is now open for bids. Bids for this project are due by 2:00pm on January 15, 2020.
- 5) **Fundraiser for The Hope Chest for Women:** I am very proud of all our departments for participating in October Breast Cancer Awareness and #PinkPatchProject. Because of their efforts, we were able to raise \$3,811 to go to The Hope Chest for Women. Good job team!
- 6) **Parking and Parking Enforcement Update:** I have met with the Town's team on the downtown parking and parking enforcement issues that were discussed at the last Council meeting. Unfortunately, I am not yet at a place to present our findings and recommendations. You may expect these at your January 27, 2020 meeting.
- 7) **Merry Christmas and Happy Holidays to you all!**

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 16, 2019
SUBJECT: Update on Greenway Project
PRESENTER: Doug Dearth
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

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

COUNCIL ACTION REQUESTED:

None

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 16, 2019

SUBJECT: Waterline Acceptance and Authorization for Staff Level Approval – Maple Trace Phase IV

PRESENTER: Public Works Director

ATTACHMENTS: Approved Easement Plat

DESCRIPTION/SUMMARY OF REQUEST:

Windsor Built Homes, Inc., is in the process of developing a subdivision outside of Town limits known as Maple Trace. They have completed the water infrastructure for Phase IV, the last phase of the subdivision, and those lines are ready to be accepted into the Town’s water system. A water easement plat is attached showing the lines and the easement area.

The Public Works Director is requesting that Town Council accept the waterline extension and related improvements into the Town’s water system subject to staff level approval by the Public Works Director, Town Manager and Town Attorney. The Public Works Director also urges Town Council to set an improvement defects guaranty at \$4,000 to cover any defects that might be discovered within three years of our acceptance. The Town Attorney has been working with the owner’s attorney to get the necessary easement documents in place pending Town Council approval.

Staff will be present at tonight’s meeting to answer any questions that Council might have regarding this matter before any action is considered.

ACTION REQUESTED:

Council discussion and action to (1) accept the waterline extension and related improvements into the Town’s water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and (2) set the improvement defects guaranty amount at \$4,000.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 16, 2019
SUBJECT: Remote Participation in Town Council Meetings
PRESENTER: Town Attorney
ATTACHMENTS: Draft Resolution Adopting Special Rules for Remote Participation in Town Council Meetings

DESCRIPTION/SUMMARY OF REQUEST:

There are times when both Town Council's and the public's interests are best served by accommodating one or more Council member's needs to participate in an official Town Council meeting from another location through the use of phone, video or other similar communication technology. Remote participation is optional, but if Town Council wishes to allow remote participation in its meetings by the Mayor or Council members, then it is recommended that rules be put in place to address how that should be handled.

Attached for Town Council's consideration is a resolution that, if adopted, would provide the Mayor and Council members with a limited opportunity to participate in Town Council meetings remotely and establishes limitations and conditions of that participation.

The Town Attorney will be at tonight's meeting to answer any questions that Council may have in discussing this option.

TOWN COUNCIL ACTION REQUESTED:

If Town Council wishes to allow remote participation in official Town Council meetings, then it could consider adoption of the attached resolution either as presented or as Town Council may decide to amend.

TOWN OF WEAVERVILLE
RESOLUTION ADOPTING SPECIAL RULES FOR
REMOTE PARTICIPATION IN TOWN COUNCIL MEETINGS

WHEREAS, there are times when both Town Council's and the public's interests are best served by accommodating one or more Council members' needs to participate in an official Town Council meeting from another location; and

WHEREAS, Town Council is authorized to establish rules of procedure for its official meetings;

WHEREAS, Town Council now wishes to adopt special rules pertaining to remote participation in Town Council meetings with an effective date of January 1, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF WEAVERVILLE, NORTH CAROLINA, ACTING THROUGH ITS COUNCIL MEMBERS, AS FOLLOWS:

SECTION 1: Remote participation in a Council meeting is attendance and participation in an official meeting of Town Council by a Council member who is not physically able to attend but is able attend and participate by phone, video or other type communication.

SECTION 2: The Mayor and Council members are each allowed to remotely participate in official Town Council meetings subject to the conditions and limitations stated in Section 3 below and are referred to hereinafter as "member" or "members."

SECTION 3: Remote participation is allowed subject to the following:

- (a) Remote participation of a member is not allowed solely for the convenience of the member or merely to avoid attending one or more particular meetings. Remote participation is reserved for specific circumstances such as illness or disability of a member or a close relative, military service, unexpected lack of child care, family emergency, or work or public service obligations that require a member to be away, or for other reasons as approved by Town Council. Town Council, by majority vote, can disallow remote participation by any member who is found to have abused the privilege.
- (b) Remote participation is allowed for any official meeting of Town Council except for quasi-judicial hearings and closed sessions.
- (c) If the Mayor is remotely participating in a meeting the meeting shall be conducted by the Vice-Mayor or such other member as is physically present and able to preside over the meeting.

- (d) The member or members participating from a remote location may take part in debate and vote on any matter before the Council only when enough members are physically present to constitute a quorum.
- (e) Remote participation is allowed only if the member at a remote location can fully participate in the deliberations, can hear and can be heard by the other members of Council and any other individual in attendance at the official meeting.
- (f) A member participating remotely is considered to be present at the meeting and entitled to vote. Members participating remotely are required to notify Council when they are leaving the meeting or rejoining the meeting by terminating or restarting the electronic connection.
- (g) If an electronic communication is lost unintentionally due to technical problems, the member will not be considered present.
- (h) A voice vote by telephone or video, which can be heard and recorded, will be counted. If votes are to be taken by written ballot, then a remote member can send a vote via text, email, or fax, but such vote must be confirmed by the remote member.
- (i) Minutes of the meetings at which one or more members participate remotely must reflect which members were physically present and which members attended remotely. Minutes should also reflect when members are excused from voting or are excused to leave or rejoin the meeting, just as they would for members who are physically present.

SECTION 4: This resolution shall become effective and binding on January 1, 2020.

ADOPTED this 16th day of December, 2019.

ALLAN P. ROOT, Mayor

ATTEST:

DEREK K. HUNINGHAKE, Town Clerk

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, December 16, 2019
Subject: Town Hall Entry
Presenter: Selena D. Coffey, Town Manager
Attachments: No

Description:

This item is being added to the agenda to give the Mayor and Town Council the opportunity to discuss the elements they would like to see within the circular area in front of Town Hall.

Council Action Requested:

The Town Manager recommends discussion and direction to staff.

Suggested Motion:

No suggested motion.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 16, 2019

Subject: Departmental Quarterly Report

Presenter: Dale Pennell, Public Works Director

Attachments: Quarterly Report (September 2019 – November 2019)

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

Action Requested: No action requested.

WATER PRODUCTION DIVISION:

(Gallons per month)

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

	Sep-19	Oct-19	Nov-19	3 month average
1A. Raw water pumped from river to Water Treatment Plant	21,825,000	20,304,000	18,282,000	20,137,000

(daily average vs. 1.5 MGD plant capacity)

	49%	44%	41%	45%
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1B. Raw water used at the WTP

1B. Raw water used at the WTP	2,630,000	2,254,000	1,885,000	2,256,333
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1C. Finished water Produced at WTP

1C. Finished water Produced at WTP	19,195,000	18,050,000	16,397,000	17,880,667
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2. Water Purchased from Asheville

2. Water Purchased from Asheville	0	0	0	0
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A1. TOTAL WATER PRODUCTION (1.C. + 2)

A1. TOTAL WATER PRODUCTION (1.C. + 2)	19,195,000	18,050,000	16,397,000	17,880,667
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3. Finish Water used at WTP

3. Finish Water used at WTP	691,020	649,800	590,292	643,704
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A2. TOTAL WATER AVAILABLE FOR SALES

A2. TOTAL WATER AVAILABLE FOR SALES	18,503,980	17,400,200	15,806,708	17,236,963
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B. TOTAL METERED FOR BILLING

B. TOTAL METERED FOR BILLING	14,687,200	14,733,500	12,480,900	13,967,200
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C. Metered, Non-Metered & Non-Billed Use by Town

C. Metered, Non-Metered & Non-Billed Use by Town	3,200,000	1,750,000	1,500,000	2,150,000
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D. Total Accounted For Water (B+C)

D. Total Accounted For Water (B+C)	17,887,200	16,483,500	13,980,900	16,117,200
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E. TOTAL UNACCOUNTED (A-D)

E. TOTAL UNACCOUNTED (A-D)	1,307,800	1,566,500	2,416,100	1,763,467
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F. MONTHLY UNACCOUNTED WATER (E/Ax100)

F. MONTHLY UNACCOUNTED WATER (E/Ax100)	6.8%	8.7%	14.7%	9.9%
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WATER CAPACITY VS PRODUCTION:

(Gallons per day)

Water Plant Design Capacity

	Sep-19	Oct-19	Nov-19	3 month average
Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000

Net Sellable Production Capacity (80%)	1,200,000	1,200,000	1,200,000	1,200,000
Average Daily Production	639,833	601,667	546,567	596,022
Total Water Production (A above) / 30 days in month	42.7%	40.1%	36.4%	39.7%
AVERAGE USE RELATIVE TO DESIGN CAPACITY				
Current Water Commitments for future development	407,504	407,504	406,104	407,037
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD				
	69.8%	67.3%	63.5%	66.9%

STREET MAINTENANCE DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed	Sep-19	Oct-19	Nov-19	3 month average
Roads paved	2	3	2	2
	na	na	na	

PARKS, RECREATION, & FACILITY MAINTENANCE DIVISION:

P&R Special Projects/Repairs Completed	Sep-19	Oct-19	Nov-19	3 month average
	0	1	3	1

SANITATION DIVISION:

	Sep-19	Oct-19	Nov-19	3 month average
Residential Collection Points	1844	1844	1844	1844
Monthly Residential Collections (4/month)	7376	7376	7376	7376
Business Pick Ups	76	76	76	76
Business Pick Ups (4/month)	304	304	304	304
Residential Set-Outs	84	84	84	84
Residential Set-Outs (4/month)	336	336	336	336
TOTAL points picked up per month	8016	8016	8016	8016
Total Tons to Landfill	110.72	115.26	98.98	108.32
Average Pounds Per Collection Point (per week)	27.6	28.8	24.7	27.0
Cubic Yards - Yard Debris	76.5	49.5	40.5	56
Cubic Yards - Brush Chipped	154	165	98	139
Cubic Yards - Leaf Collection	0	133	102.5	79

MISC

1. USDA water line project is proceeding with bid opening on January 15, 2020.
2. Community Center project is proceeding with bid opening on January 22, 2020.
3. 35 toter garbage cans were sold during the quarter.
4. Completed reconstruction of third (last) Nature Park bridge and finished renovation of former Pool Building.
5. Sludge drying began in October at WTP and completed in November; dried product was taken to Buncombe County Landfill.
6. Quarry Road improvements (including sidewalk) began in November and should be completed in December.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by:

Dale Pennell, Public Works Director

REVISED 12/09/2019

Water Line Status	Project with current commitment	Address	Description	Number of Units	Gallons per Connection	Projected Demand (GPD)
Expired	Doan Road Duplexes	near N Windy Ridge School	8 - 2 family duplexes	16	0	0
Construction	828 North (aka Blue Ridge Crossing)	Garrison Branch Road	174 Unit Apartment Project	176	229	40,304
Construction	Fairfield Inn	off of Weaver Blvd	104 Rooms	104	125	13,000
Construction	Amblers Chase Subdivision	Reems Creek Road	22 homes	21	400	8,400
Construction	Weaverline Townhomes	Monticello and Northcrest Dr	53 units	53	400	21,200
Pending	Brown Street Apartments	37 Brown St	16 apartments	16	300	4,800
Pending	Holston (Stump Dump) Apartments	135 Monticello Road	234 apartments	234	400	93,600
Pending	All Ways Storage	597 Old Mars Hill Highway	Storage Facility	1	200	200
Construction	Nekko Properties LLC	13 Central Avenue	Storage Facility (bus garage)	1	200	200
Pending	Brigman Group	11 Moss Road	4 homes	4	500	2,000
Pending	The Broadway Group	60 Old Mars Hill Highway	Dollar General store	1	200	200
Pending	Monticello Office near Epsilon	16 Monticello Village	3 story office building	1	2400	2,400
			Subtotal Current Projects			186,304
on-going	Existing but not active meter sets					
on-going	Projected inside-town vacant land development		164 open meter sets	164	250	41,000
on-going	Projected Outside-town-limit residential units			397	400	158,800
				50	400	20,000
			Subtotal On-going Projections			219,800
			Total Outstanding Commitments			406,104
SUMMARY OF PROJECTED WATER DEMANDS (GPD)						
Average metered and unmetered town usage per day	Unaccounted-for daily water		Mars Hill agreement for emergency water (expired Oct. 20, 2015)	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed
Sep 2019 - Nov 2019	Sep 2019 - Nov 2019	Outstanding Commitments (as of November 30, 2019)				
537,240	58,782	406,104	0	1,002,126	1,500,000	66.81%
537,240	58,782	406,104	200,000	1,202,126	1,500,000	80.14%