1. Call to Order .................................................................................................................. Mayor Root

2. Approval/Adjustments to the Agenda ........................................................................ Mayor Root

3. Approval of Minutes .................................................................................................. Mayor Root
   A. February 22, 2021 Town Council Regular Meeting Minutes ........................................ 3
   B. March 11, 2021 Town Council Workshop Minutes ..................................................... 7

4. General Public Comments (see below for submission instructions) ......................... Town Clerk

5. Consent Agenda .......................................................................................................... Town Manager
   A. Monthly Tax Report .................................................................................................... 9
   B. Budget Amendment: Community Center Contributions ............................................... 13
   C. Board Appointment: Zoning Board of Adjustment ..................................................... 15
   D. Proclamations:
      1) Arbor Day Proclamation ......................................................................................... 18
      2) Earth Day Proclamation .......................................................................................... 19
      3) Proclamation Honoring Debera Roland Dixon ......................................................... 20

6. Town Manager’s Report ............................................................................................. 21 Town Manager

7. Discussion & Action Items
   A. Community Center Discussion Items ....................................................................... 24 Town Manager
   B. MS4 Stormwater Program Compliance Update .......................................................... 32 Town Attorney
   C. USCellular Cell Tower Easement Discussion .............................................................. 43 Town Manager
   D. Merrimon Avenue Speed Limit .................................................................................. 66 Police Chief

8. Adjournment ................................................................................................................ Mayor Root

On a temporary basis, general public comments must be submitted in advance of the meeting. Comments are limited to no more than 450 words and must observe normal rules of decorum. General public comments will be limited to 18 minutes and only comments that are timely received will be read into the record during the general public comment period. All comments timely received will be provided to Town Council and included as part of the minutes of the meeting. Public comments can be submitted as follows: (1) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (must be received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For assistance in providing public comments, please call (828)645-7116.
NOTICE OF WEAVERVILLE TOWN COUNCIL REGULAR MEETING
REMOTE ELECTRONIC MEETING ON MARCH 22, 2021

The State of North Carolina, Buncombe County and the Town of Weaverville have all declared States of Emergency in response to the COVID-19 public health crisis. Because of the risks to the public that would arise from in-person meetings, the Town's regular meeting on March 22, 2021, will be conducted via remote electronic format.

This NOTICE OF REMOTE ELECTRONIC MEETING is to inform the public that the Weaverville Town Council will hold its regularly scheduled meeting on Monday, March 22, 2021 at 7:00 p.m. as an electronic video/audio meeting via Zoom Meeting. Access to the meeting will begin at 6:45 p.m. and the meeting will start at 7:00 p.m. The instructions to access this public meeting are:

**To join the meeting by computer**, go to this link: [https://us02web.zoom.us/j/85948891960](https://us02web.zoom.us/j/85948891960). You may be asked for permission to access your computer’s video and audio. If so, click “allow.” You will then be asked for the Meeting ID which is: 859 4889 1960

**To join the meeting by phone**, call: (253)215-8782 or (301)715-8592
You will then be asked for the Meeting ID which is: 859 4889 1960

**To listen to an audio recording of the meeting** call Town Hall at (828)645-7116. An audio recording of the meeting will be available upon request beginning approximately 24 hours after the meeting and until the minutes of the meeting have been approved by Town Council.  **To view related materials**, please visit the Town’s website at [https://www.weavervillenc.org](https://www.weavervillenc.org).

**General Public Comments** – On a temporary basis, general public comments must be submitted in advance of the meeting. Comments are limited to no more than 450 words and must observe normal rules of decorum. Only comments that are timely received will be read into the record during the public comment period. Submit public comments by:

**Emailing** to public-comment@weavervillenc.org at least 6 hours prior to the meeting

**Putting your written comment in a drop box** at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting

**Mailing** your written comment (must be received not later than Monday's mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments

For questions or additional assistance in how to participate in this meeting or in providing public comments, please call (828)645-7116.

Allan P. Root, Mayor
3/12/2021
The Town Council for the Town of Weaverville met for its regularly monthly meeting on Monday, February 22, 2021, at 7:00 p.m. as an electronic video meeting via Zoom Meeting.

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

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

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

2. Approval/Adjustments to the Agenda
   Without objection Mayor Root declared the agenda adopted by consent.

3. Approval of the Minutes
   With no comment related to the minutes and no objection, Mayor Root declared the minutes adopted.

4. General Public Comment
   On a temporary basis due to the COVID-19 public health emergency, general public comments must be submitted in advance of the meeting. Comments are limited to no more than 450 words and must observe normal rules of decorum. Only comments that are timely received will be read into the record during the public comment period. Public comments can be submitted (1) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) by mailing your written comment (must be received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

   No public comment was received.
5. Consent Agenda

Councilmember Nagle moved for the approval of the Consent Agenda. Councilmember McKenna seconded the motion and in a roll call vote all Councilmembers voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 5-0.

A. Monthly Tax Report – Information only – submitted by Buncombe County Tax Department.
B. Board Appointment; Planning Board – Appointment of Suzanne Devane as a regular member of the Planning Board and Andrew Willis as an alternate member of the Planning Board.
C. Budget Amendment: ABC Distribution – Approved budget amendment reflective of alcohol education and law enforcement activities.
D. Waterline Acceptance: 828 North Project – Accepted waterline and related improvements subject to staff level approval and the establishment of a $5,000 repair guarantee.
E. Waterline Acceptance: Holston Residences Project – Accepted waterline and related improvements subject to staff level approval and the establishment of a $1,000 repair guarantee.
F. Annexation Agreement with Town of Woodfin – Ordinance adopted establishing an annexation agreement and mutual boundary lines between the Town and Woodfin.

6. Town Manager’s Report

Ms. Coffey presented her Manager’s report to Council which included information related to the Tree City award, a sales tax update and waterline extension project update.

7. Discussion and Action Items

A. Action on Proposed Zoning Map and Text Amendments for Manufactured Home Overlay District and R-3 Zoning District.

Mr. Eller presented Council with information related to the proposed text amendments which would prohibit a manufactured home on an individual lot within the R-3 zoning district, allow the placement of a manufactured home on an individual lot within a proposed manufactured home overlay zoning district and a zoning map amendment to apply the overlay district in three areas of town.

Mr. Eller noted the duly advertised public hearing which occurred at the last meeting of Council, the unanimous favorable recommendation from the Planning Board supporting the amendments, described an information meeting that occurred with staff and interested members of the public, and addressed concerns lodged from two emails received related to the matter. Councilman Nagle commented on the work of staff and the Planning Board on the proposed amendments.

Councilmember Nagle motioned to adopt the proposed zoning text and map amendments through the adoption of the Ordinance Amending Weaverville Town Code Chapter 36 Concerning the R-3 Zoning District and the Establishment of a Manufactured Home Overlay District and the Ordinance Amending the Town’s Zoning Map to Establish a Manufactured Home Overlay District on Certain Properties. Councilmember McKenna seconded and in a roll call vote all voted in favor of the motion. Motion passed 5-0.

B. Water Treatment Plant Expansion Project

Ms. Jackson presented to Council information related to a proposal for professional services submitted by WithersRavenel for the Water Treatment Plant Expansion Project, which provides a project description, scope of services, additional services, Town responsibilities, and
compensation for services for the water treatment expansion project. Ms. Jackson also described a budget amendment and reimbursement resolution requisite to progress the project.

Councilmember Nagle asked if other firms had been considered and Mr. Pennell affirmed that WithersRavenel was selected by Council through a qualifications based selection process in which five firms were considered.

Council Member Fitzsimmons motioned to approve the proposal for professional services and the standard USDA approved engineering services agreement for the Town’s water treatment plant expansion project; approve the budget amendment for the project; and adopt the reimbursement resolution. Vice-Mayor Jackson seconded and in a roll call vote all voted in favor of the motion.

C. Town Charter Amendments
Ms. Jackson indicated that Town Council could now take action related to the proposed charter amendments which would increase the number of Councilmembers from five to six beginning with the municipal elections in 2021 and provide the elected mayor the right to vote on all matters beginning with the organizational meeting of Town Council following the 2021 municipal elections. It was noted that there was no public comment related to the matter was received during the public hearing at the last meeting of Council or in the days that followed.

Vice-Mayor Jackson motioned to approve the Ordinance Amending the Charter of the Town of Weaverville to Change the Number of Councilmembers from Five to Six and to Provide the Elected Mayor with the Right to Vote on All Matters. Councilmember Sherrill seconded and in a roll call vote all voted in favor of the motion. Motion passed 5-0.

D. NCGS Chapter 160D Compliance Project Update.
Ms. Jackson reported on the work that staff and the Planning Board have been doing on the project and supplied Council with a revised 160D project timeline reflecting the Planning Board’s request for additional time to review the amendments. Mayor Root noted the consensus of Council to hold the public hearing on the matter during the May 24 Town Council meeting and encouraged the Planning Board to conclude its work by not later than the Planning Board’s regular meeting in May.

E. Solar Panel Systems Update
Ms. Coffey presented to Council information related to the possible installation of solar panels at the new Community Center, Water Treatment Plant, and Fire Department. Ms. Coffey recommended that the proposals be discussed and considered for funding in the upcoming fiscal year.

The installation of conduit within the Community Center was discussed and it became the consensus of council to have this installed to facilitate the addition of solar panels on the Community Center roof at a later date.

Vice-Mayor Jackson noted a discrepancy in the rebate amounts within two of the proposals.

F. Audit Services
Finance Director Tonya Dozier spoke to Council regarding the options for an audit contract for the fiscal year 2021-2022 audit. These options included: proceed as normal and issue an RFP in March 2021; negotiate a one year contract with Gould Killian for the fiscal year 2021-2022 and postpone the RFP until next year; or negotiate another three year contract with Gould Killian.
Following the deliberation of Council, Mayor Root noted the consensus of Council to proceed with the negotiation of another three year contract with Gould Killian.

G. Quarterly Report – Fire
   Fire Chief Williams presented Town Council with the quarterly report for the Fire Department.

H. Quarterly Report – Police
   Police Chief Davis presented Town Council with the quarterly report for the Police Department.

8. Adjournment
   Without objection, Mayor Root declared the meeting adjourned at 8:10 p.m.

__________________________________________________________________________
James Eller, Town Clerk
The Town Council for the Town of Weaverville met for a special called workshop meeting on Thursday, March 11, 2021 at 6:00 p.m. as an electronic video meeting via Zoom Meeting.

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

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

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

2. Discussion Items.
   A. Community Center
      1. Approval of Solar Conduit Change Order.
         Mayor Root described the conversation previously held by Council related to the installation of conduit for potential solar panels at the Community Center.

         *Vice-Mayor Jackson motioned to approve change order #3 for the installation of conduit for solar panels on the community center and the corresponding budget amendment utilizing contingency funds for the conduit. Councilmember McKenna seconded and via a roll call vote all voted unanimously. Motion passed 5-0.*

   2. Community Center Contributions Discussion.
      Councilmember Sherrill read from a letter submitted from Albert Weaver III describing a contribution to the community center project of $25,000, to be given over a 5-year period, with the proposition that the large room in the community center be named after him. Councilmembers Sherrill and Fitzsimmons spoke in favor of the naming of the room as suggested in light of the donation to the project. Mayor Root requested and received Council consensus to approve the request for naming the large room in this manner.
B. 911 Dispatch Services.
Ms. Coffey described that Buncombe County was attempting to charge individual municipalities for dispatch services related to Police Departments. Mayor Root described Jerry Vehaun’s, Mayor of Woodfin and former Emergency Services Director of Buncombe County, objection to the charge by the County. Fire Chief Williams spoke to the Fire Department’s absence from such a charge. It became the consensus of Council to object to the aforementioned charge by the County.

C. FY 2021-2022 Budget.
Ms. Coffey described some projects for Council’s consideration in the upcoming fiscal year budget process. These projects include phase II of the Community Center Project, the Street Improvement Program which was postponed in FY2021 due to COVID-related loss of revenue, the Reems Creek Greenway Project, Bike-Ped planning project, living wages for municipal employees, and solar panel projects.

Councilmember Fitzsimmons spoke to the need to staff the Community Center with a position to manage and coordinate the use of the Center. Councilmembers Fitzsimmons, McKenna and Nagle along with Vice-Mayor Jackson suggested that the town should aim for a revenue neutral tax rate in light of property reevaluations.

Ms. Coffey described the discrepancy between the population of the Town provided by the North Carolina Office of State Budget and Management and the Town’s population estimated by staff. The census numbers are delayed so it will likely be several more months before the Town has an official new population count.

Mayor Root spoke to the importance of continuing the Town’s Street Improvement Program.

3. Adjournment.
Noting the consensus of Council, Mayor Root declared the meeting adjourned at 7:10.

_____________________________________________
James Eller, Town Clerk
MEETING DATE: March 22, 2021
SUBJECT: Monthly Tax Report
PRESENTER: Finance Director
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:
Buncombe County provides the following monthly tax report for February 2021. This report is provided for information only.
No action is requested or required.
**Town of Weaverville**  
**MONTHLY TAX REPORT**  
**FY 2020-2021**

**Tax Year 2020**  
**Summary for YTD February 2021:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Billed Amts</td>
<td>$3,354,216</td>
</tr>
<tr>
<td>Abs Adj (Adjustments by Assessor)</td>
<td>($5,233)</td>
</tr>
<tr>
<td>Bill Releases</td>
<td>($51)</td>
</tr>
<tr>
<td>Discovery Levy</td>
<td>$22,851</td>
</tr>
<tr>
<td>Additional Levy</td>
<td>$2,727</td>
</tr>
<tr>
<td>Net Levy</td>
<td>$3,374,510</td>
</tr>
<tr>
<td><strong>Total Current Year Collections</strong></td>
<td>$3,267,060</td>
</tr>
<tr>
<td><strong>% Collected</strong></td>
<td>96.82%</td>
</tr>
<tr>
<td><strong>Total Left to be Collected:</strong></td>
<td>$107,450</td>
</tr>
<tr>
<td>Prior Years Tax Paid</td>
<td>* $41,014</td>
</tr>
<tr>
<td>Prior Years Interest Paid</td>
<td>* $3,692</td>
</tr>
</tbody>
</table>

* Includes $39,651.95 collected from King Holdings for 2019 taxes
### Fiscal Year Activity from July 1, 20XX to February 28, 2021

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Type</th>
<th>Orig. Billed Amt ($)</th>
<th>Abs. Adj ($)</th>
<th>Bill Releases ($</th>
<th>Disc. Levy ($)</th>
<th>Net Levy ($)</th>
<th>Amt Collect. ($)</th>
<th>% Coll.</th>
<th>% Uncoll.</th>
<th>Unpaid Balance ($)</th>
<th>Amt Collect. ($)</th>
<th>Abs. Adj ($)</th>
<th>Bill Releases ($</th>
<th>Disc. Levy ($)</th>
<th>County Fee</th>
<th>Wire Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>5,993.41</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>3,753.72</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>56.31</td>
<td>3,697.41</td>
</tr>
<tr>
<td>2019</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3,789.11</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>5.43</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.08</td>
<td>5.35</td>
</tr>
<tr>
<td>2018</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>24.50</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2017</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>39.57</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2016</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>64.92</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2015</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>100.08</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2014</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,019.72</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2013</td>
<td>RMV</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>536.04</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2012</td>
<td>RMV</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>12.59</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2011</td>
<td>RMV</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>11,579.94</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>3,759.15</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>56.39</td>
<td>3,702.76</td>
</tr>
</tbody>
</table>

### Activity from February 1, 2021 to February 28, 2021

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Type</th>
<th>Orig. Billed Amt ($)</th>
<th>Abs. Adj ($)</th>
<th>Bill Releases ($</th>
<th>Disc. Levy ($)</th>
<th>Net Levy ($)</th>
<th>Amt Collect. ($)</th>
<th>% Coll.</th>
<th>% Uncoll.</th>
<th>Unpaid Balance ($)</th>
<th>Amt Collect. ($)</th>
<th>Abs. Adj ($)</th>
<th>Bill Releases ($</th>
<th>Disc. Levy ($)</th>
<th>County Fee</th>
<th>Wire Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>REI</td>
<td>0.00</td>
<td>0.00</td>
<td>120.73</td>
<td>120.73</td>
<td>14.22</td>
<td>106.51</td>
<td>14.22</td>
<td>0.00</td>
<td>0.00</td>
<td>106.51</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.21</td>
<td>14.01</td>
</tr>
</tbody>
</table>

**TAX DISTRICT: WEAVERVILLE**
**LEY TYPE: Late List Penalty**

Date: 3/2/2021 4:02:15 PM
Data: 3/1/2021 11:31:11 PM
Report Parameters:
Date Sent to Finance Start: Min - February 1, 2021
Date Sent to Finance End: Max - February 28, 2021
Abstract Type: BUS, IND, PUB, REI, RMV
Tax District: WEAVERVILLE
Levy Type: Admin Expense, Advertisement Fee, Attorney Fee, Collection Fee 5, Collection Fee 9, Cost, Docketing Expense, EXPENSE, FEE INTEREST, Garnishment Fee, Interest, LATE LIST PENALTY, Legal Ad Expense, NSF Penalty, Postage Expense, Sheriff Service Fee, SPECIAL ASSESSMENT, TAX, VEHICLE FEE, WEAVERVILLE TAX
Collapse Districts: N
Default Sort-By: Tax Year
Grouping: Tax District, Levy Type
<table>
<thead>
<tr>
<th>Year</th>
<th>REI</th>
<th>RMV</th>
<th>Sub.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>1,211.84</td>
<td>3,354,216.35</td>
<td>3,495,679.03</td>
<td>3,561,900.94</td>
</tr>
<tr>
<td>2021</td>
<td>0.00</td>
<td>73,342.49</td>
<td>1,284.28</td>
<td>71.12</td>
</tr>
<tr>
<td>2020</td>
<td>3,354,216.35</td>
<td>2,726.76</td>
<td>3,405,472.20</td>
<td>2,067.24</td>
</tr>
<tr>
<td>2013</td>
<td>0.00</td>
<td>7,179.36</td>
<td>0.00</td>
<td>96.62 %</td>
</tr>
<tr>
<td>2012</td>
<td>68,037.63</td>
<td>0.00</td>
<td>0.00</td>
<td>100 %</td>
</tr>
<tr>
<td>2011</td>
<td>82.56</td>
<td>0.00</td>
<td>82.56</td>
<td>0.00</td>
</tr>
<tr>
<td>Sub.</td>
<td>3,495,679.03</td>
<td>5,232.80</td>
<td>3,513,301.74</td>
<td>3,585,527.33</td>
</tr>
<tr>
<td>2013</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2012</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2011</td>
<td>0.00</td>
<td>0.00</td>
<td>82.56</td>
<td>0.00</td>
</tr>
<tr>
<td>2019</td>
<td>53,054.91</td>
<td>3,354,216.35</td>
<td>3,405,472.20</td>
<td>3,585,527.33</td>
</tr>
<tr>
<td>2018</td>
<td>1,968.79</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2017</td>
<td>975.17</td>
<td>0.00</td>
<td>2.21</td>
<td>0.00</td>
</tr>
<tr>
<td>2016</td>
<td>430.61</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2015</td>
<td>328.43</td>
<td>0.00</td>
<td>2.44</td>
<td>0.00</td>
</tr>
<tr>
<td>2014</td>
<td>3,301.98</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2013</td>
<td>867.30</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2012</td>
<td>1,194.29</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2011</td>
<td>2,470.35</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2010</td>
<td>418.24</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sub.</td>
<td>65,010.07</td>
<td>12.77</td>
<td>64,997.30</td>
<td>141,884.22</td>
</tr>
<tr>
<td>Total</td>
<td>3,561,900.94</td>
<td>5,651.71</td>
<td>3,561,900.94</td>
<td>3,561,900.94</td>
</tr>
</tbody>
</table>

TAX DISTRICT: WEAVERVILLE  LEVY TYPE: TAX

Signature (Tax Collector) __________________________________________

PAGE 2 of 2
TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 22, 2021
Subject: Budget Amendment – Community Center
Presenter: Town Finance Director/Town Manager
Attachments: Budget Amendment Form

Description:
The Community Center fundraising program kicked off in February 2021, in order to raise money from the community to help complete the project. To date the Town has collected $5,200 in donations. A budget amendment is needed so that the funds can be spent in this fiscal year.

Action Requested:
Town Manager recommends approval of the attached Budget Amendment.
Budget Amendment FY 2020-2021  
Town of Weaverville

What expense accounts are to be increased?

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>Transfer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>070-300-000-19007</td>
<td>Landscaping / Site-Work</td>
<td>$5,200.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>Transfer Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>070-000-300-60020</td>
<td>Community Center - Contributions</td>
<td>$5,200.00</td>
</tr>
</tbody>
</table>

Justification: Please provide a brief justification for this budget amendment.  To record donations received from the public in Feb-Mar 2021.

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

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.
MEETING DATE: March 22, 2021

SUBJECT: Board Appointments - Board of Adjustment

PRESENTER: Mayor Root

ATTACHMENTS:

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor recommends Peter McGuire to fill one of the alternate vacancies on the Board of Adjustment.

COUNCIL ACTION REQUESTED:

I move the appointment of Peter McGuire as an alternate member of the Board of Adjustment to serve the unexpired term ending in September 2022.
# Weaverville Board of Adjustment

Regularly meets 2nd Monday of the month at 7:00 pm (as needed) in Community Room/Council Chambers at Town Hall

<table>
<thead>
<tr>
<th>NAME AND POSITION</th>
<th>CONTACT INFORMATION</th>
<th>FIRST APPT</th>
<th>DATE OF APPT</th>
<th>TERM (3 YEARS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>John “Tycer” Lewis</td>
<td>14 South College Street (cell) 279-4290</td>
<td>2017</td>
<td>August 2020</td>
<td>September 2020 – 2023</td>
</tr>
<tr>
<td>Chairman</td>
<td><a href="mailto:tycerrenovations@gmail.com">tycerrenovations@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cynthia Wright</td>
<td>88 Hillcrest Drive (cell) 703-862-8428</td>
<td>2014</td>
<td>August 2018</td>
<td>September 2018 – 2021</td>
</tr>
<tr>
<td>Vice-Chairman</td>
<td><a href="mailto:wright.cindy2011@gmail.com">wright.cindy2011@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Clauhs</td>
<td>P.O. Box 483</td>
<td>2011</td>
<td>August 2019</td>
<td>September 2019 – 2022</td>
</tr>
<tr>
<td>Regular Member</td>
<td>74 Hamburg Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>828-768-6679</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:weavervilleplumbing@hotmail.com">weavervilleplumbing@hotmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roger Parkin</td>
<td>57 Church Street</td>
<td>2017</td>
<td>August 2020</td>
<td>September 2020 – 2023</td>
</tr>
<tr>
<td>Regular Member</td>
<td>828-337-2868</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:rdplimey@gmail.com">rdplimey@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Member</td>
<td>828-645-8800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:gknoefel@charter.net">gknoefel@charter.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peter McGuire</td>
<td>11 Whitetail Drive</td>
<td>2021</td>
<td>March 2021</td>
<td>March 2021 – Sept 2022</td>
</tr>
<tr>
<td>Alternate Member</td>
<td>828-230-1862</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="mailto:pbmcmguire73@gmail.com">pbmcmguire73@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate Member</td>
<td></td>
<td></td>
<td></td>
<td>– Sept 2023</td>
</tr>
<tr>
<td>James Eller, Zoning</td>
<td>828-484-7002</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrator</td>
<td><a href="mailto:jeller@weavervillenc.org">jeller@weavervillenc.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jennifer Jackson</td>
<td>828-442-1858</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Attorney</td>
<td><a href="mailto:jjackson@weavervillenc.org">jjackson@weavervillenc.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Last updated March 2021
Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, March 22, 2021
Subject: Proclamations
Presenter: Town Manager

Description:
Attached are three (3) proclamations for announcement and approval during the meeting:

1. Arbor Day Proclamation
2. Earth Day Proclamation
3. Proclamation Honoring Debera Roland Dixon

Action Requested:
Approval requested.
Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Allan P. Root, Mayor of the Town of Weaverville, do hereby proclaim May 24, 2021, as

\[\text{Arbor Day}\]

in the Town of Weaverville, and I urge all citizens and residents of Weaverville to join the Town in celebrating by supporting efforts to protect our trees and woodlands, by planting trees to gladden the heart and promote the well-being of this and future generations, and by participating in the Town’s Arbor Day celebration on May 24, 2021, at 11:00 a.m. in the Main Street Nature Park where the legacy of Mary “Bett” Stroud and her leadership and commitment to the Town, Arbor Day, and Tree City USA efforts will be honored.

Dated this the 22\textsuperscript{nd} day of March, 2021.

\[\text{Allan P. Root, Mayor}\]
WHEREAS, on April 22, 1970, millions of people took to the streets to protect the negative impacts of 150 years of industrial development and, since then, millions of people have celebrated Earth Day in order to increase the awareness among people of the issues affecting the environment in which we live; and

WHEREAS, hundreds of millions around the globe took part in the 50th anniversary of Earth Day, inspired by Earth Day 2020’s theme of Climate Action, and Earth Day now turns that progress, enthusiasm, and resilience toward the 2021 theme of Restore Our Earth; and

WHEREAS, this theme encourages scientists, non-governmental organizations, businesses, and governments worldwide to look at natural system processes and emerging green technologies to restore the world’s ecosystems and forests, conserve and rebuild soils, improve farming practices, restore wildlife populations and rid the world’s oceans of plastics; and

WHEREAS, natural processes such as reforestation and soil conservation can restore biodiversity, clean water and air, and rebalance ecological systems; and

WHEREAS, under the leadership of Mary “Bett” Stroud the Town has for many years recognized that trees growing within the Town provide not only peacefulness and beauty, but also positive environmental effects within our connected ecosystems, such as increasing wildlife habitats and improving air and water quality; and

WHEREAS, the Town of Weaverville wishes to join all of the other environmentally-minded jurisdictions around the world celebrating Earth Day;

NOW, THEREFORE, I, Allan P. Root, Mayor of the Town of Weaverville, do hereby proclaim Tuesday, April 22, 2021, as Earth Day and encourage all citizens and residents of Weaverville to join the Town in celebrating the earth by planting more trees and by participating in the Town’s Arbor Day celebration on May 24, 2021, at 11:00 a.m. in the Main Street Nature Park where the legacy of Mary “Bett” Stroud will be honored.

THIS the 22nd day of March, 2021.

______________________________
ALLAN P. ROOT, Mayor

ATTEST:

______________________________
JAMES ELLER, Town Clerk
Proclamation

HONORING

Debera Roland Dixon

WHEREAS, since 1976, February has been recognized by our nation, state, and local communities as Black History Month in order to honor the legacy, sacrifice, achievements, and contributions made by Black and African Americans; and

WHEREAS, the Town of Weaverville wishes to celebrate the many accomplishments and contributions by the Black and African American members of our community who have added and continue to contribute to the cultural and spiritual richness of the Town; and

WHEREAS, the Town of Weaverville encourages all citizens to celebrate and embrace our community’s diverse heritage and to strive for peace and equality for all people of color;

WHEREAS, we can best do so by learning about the proud history of Black contributions and achievements within the Town of Weaverville and the unique struggles and sacrifices that the Black members of our community have undertaken in obtaining those achievements;

NOW THEREFORE, the Town of Weaverville celebrates and honors Debera Roland Dixon, who in 1968 became the first Black person to graduate from North Buncombe High School.

SIGNED this the 25th day of February 2021, and

PRESENTED on the 22nd day of March 2021.

ATTEST

Allan P. Root, Mayor, Town of Weaverville

James Eller, Town Clerk
Town of Weaverville

Town Council Agenda Item

Date of Meeting: Monday, March 22, 2021
Subject: Town Manager’s Monthly Report
Presenter: Town Manager

Description:
Attached you will find the Town Manager’s monthly report to be presented during the upcoming Town Council meeting.

Action Requested:
No action required.
March 2021

Sale of Patrol Vehicles:
In accordance with Town Code Section 2-236, I am notifying Town Council that two patrol vehicles have been sold on GovDeals with a beginning fair market estimate of less than $5,000. However, you will note below that both vehicles exceeded $5,000 each, as we were recently given the opportunity to pass along buyer's premium to the customer. I chose to pass these costs along to the buyer in order to bring additional funds (totaling $1,197.50 for these two vehicles) to the Town. Please see the table below for details:

<table>
<thead>
<tr>
<th></th>
<th>Actual Amount Sold</th>
<th>Buyer’s Premium &amp; Tax</th>
<th>Amount to Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011 Dodge Charger</td>
<td>$4,701.00</td>
<td>$628.75</td>
<td>$5,329.75</td>
</tr>
<tr>
<td>2011 Dodge Charger</td>
<td>$4,550.00</td>
<td>$568.75</td>
<td>$5,118.75</td>
</tr>
<tr>
<td>Total</td>
<td>$9,251.00</td>
<td>$1,197.50</td>
<td>$10,448.50</td>
</tr>
</tbody>
</table>

Sales Tax Update
We continue to see sales tax revenue growth compared to the current fiscal year budgeted amounts. Based on our March sales tax receipt, we are below by only 1.4% ($15,700) from this time last year, and we are 28.7% ($240,805) above budget for this fiscal year. The following chart shows the comparison between 2020 and 2021:

Sales Tax Revenue Comparison 2020-2021

<table>
<thead>
<tr>
<th>Month</th>
<th>FY20</th>
<th>FY21</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>$116,045</td>
<td>$94,929</td>
</tr>
<tr>
<td>June</td>
<td>$118,686</td>
<td>$104,437</td>
</tr>
<tr>
<td>July</td>
<td>$126,167</td>
<td>$122,703</td>
</tr>
<tr>
<td>August</td>
<td>$116,350</td>
<td>$119,742</td>
</tr>
<tr>
<td>September</td>
<td>$119,861</td>
<td>$117,333</td>
</tr>
<tr>
<td>October</td>
<td>$120,440</td>
<td>$123,518</td>
</tr>
<tr>
<td>November</td>
<td>$124,052</td>
<td>$125,485</td>
</tr>
<tr>
<td>December</td>
<td>$123,470</td>
<td>$127,152</td>
</tr>
<tr>
<td>January</td>
<td>$129,034</td>
<td>$143,106</td>
</tr>
</tbody>
</table>
Blood Drive
We are again sponsoring an American Cross blood drive this month, on March 24 from 10:00am-2:30pm, in the Town Hall community room. Please pass this along to family, friends, and neighbors, encouraging them to participate.

EV Charging Stations
The Town has been awarded a $10,000 grant/rebate for the installation of the EV charging station with two ports at Lake Louise Park. We will begin this project soon and I will keep the Mayor and Town Council updated as we begin this project.

Arbor Day Program
This year’s annual Arbor Day Program is scheduled for May 24, 2021 at 11:00am in the Nature Park. This year's program will be a tribute to former Councilwoman and Mayor Mary “Bett” Stroud.
Date of Meeting: Monday, March 22, 2021

Subject: Community Center Discussion

Presenter: Selena Coffey, Town Manager

Attachments: 1. Facility Use Policy & Application-Town Hall Community Room
2. Photos of Lazy Susans and Stools

Description:

As the construction of our new community center nears completion, there are many issues to address as we prepare for a grand opening. One of the most significant issues to be addressed will be that of budgeting for the operation of the new facility. The Town Manager will be presenting this operational budget for consideration during the upcoming budget process. Prior to this, staff needs input and direction from the Mayor and Town Council on the following issues:

1. **Fee Structure:** In preparing the fiscal year 2020-2021 operational budget, the Town Manager requests Town Council’s philosophy regarding user fees for the community center. This input will inform the development of a fee structure to be presented during the upcoming budget process.

2. **Reservations:** The Town Manager recommends that Town Council give direction to staff regarding its ability to begin making reservations. Staff has received numerous inquiries for reserving rooms and/or the entire facility/site for weddings, family reunions, class reunions, the Weaverville Tailgate Market, receptions, etc. We have also received inquiries regarding use of the facility for entire weekends. Our Town Hall staff has been maintaining a list of individuals and groups who have inquired or indicated interest in reserving the center and will contact these folks once Town Council has given staff direction as to when we can begin scheduling these events.

3. **Facility Use Policies:** Does Town Council have specific uses that it does not want to permit in the Community Center? Staff has attached the current facility use policy for the community room in Town Hall for reflection.

4. **Fundraising:** Staff has received numerous inquiries about ways to contribute to the community center project via smaller donations such as the following:
   a. Will we be offering the opportunity to purchase bricks?
   b. Jim Proffit has built 24 lazy susans and 8 stools from the wormy chestnut wood reclaimed from the former community center. The Town Manager recommends the sale of the lazy susans for a minimum of $250 each and the stools for a minimum of $200 each with proceeds going towards the Town’s fundraising efforts.

5. **Other Related Discussion:** Any other issues that Town Council wishes to discuss.

Town Council Action Requested:
The Town Manager recommends Town Council discussion and direction on the aforementioned issues and any other related topics.
Purpose:

The purpose of this Facility Use Policy is to define the applicability of facilities owned and operated by the Town of Weaverville for public use and the requirements for the use of these facilities. It is the intent of the Town to allow the use of these specified facilities for the benefit of Town residents, provided such use does not interfere with the operations of the Town or pose legal or financial ramifications for the Town.

Applicability:

This Policy applies to the Town Hall Community Room and Lake Louise Community Center. The Town Hall Community Room1. Town owned facilities must be requested pursuant to this policy through Town Hall and approved by the Town Manager. The Town Manager is responsible for the enforcement and interpretation of the Facility Use Policy.

Equitable Use:

Activities sponsored by or co-sponsored by the Town of Weaverville will have priority in scheduling the use of any Town facilities and may not be cancelled to accommodate other requests without the Town Manager’s prior approval. These activities include the following and may be approved and scheduled by Town Hall administrative staff:

- Committees or boards formed by the Town
- Organizations in which the Town is a member
- Groups providing a service for or on behalf of the Town
- Town departments
- Other governmental agencies

Social groups or non-profits may be approved, as permitted at the Town Manager’s discretion. Dependent on the type, length and nature of the event, profitable or non-profitable, the Town Manager may require a fee or deposit.

These groups may reserve facilities free of charge for regular meetings, but may be required to pay based on the fee schedule if they are reserving facilities for profitable events. This determination will be made at the discretion of the Town Manager. All users must abide by the General Rules of Use provided within this policy.

Reservations & Application:

To secure a date for any event to be held in a Town facility, a completed reservation application must be approved by the Town Manager. Reservations are confirmed based on a first come-first served basis, up to

---

1 Defined as the tiled space beyond the accordion panels to the left of the carpeted Council Chambers space; Includes the restrooms and hallways; Does not include the kitchen.
six (6) months in advance. Only the facilities or room(s) paid for and confirmed through a reservation in advance may be used. Although non-residents may be approved to reserve Town facilities, they will be asked to pay an increased rate for usage.

Recurring reservations during a calendar year may be approved at the discretion of the Town Manager. The Town’s facilities are not intended to be used as a regular meeting place or base of operation by any non-Town affiliated individual or group. See Equitable Use. The Town Manager reserves the right to approve a facility use request based upon the purpose, previous rental history, or other factors affecting the use of the facility. A reservation will not be confirmed until all fees and deposits are paid. Fees and deposits are due at the time of reservation. The hours of a facility rental shall include the time from the beginning of the set-up until end of activity.

Availability of Facilities:

The Town Hall Community Room is available for reservation from 7am – 10pm. The Lake Louise Community Center is available for reservation from 7am – 9pm. The Town does not have the capacity to rent either venue more than once per weekend.2

Fee Schedule:

Town Council may amend this fee schedule during any fiscal year’s budget.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Resident per Hour</th>
<th>Non-Resident per Hour</th>
<th>Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Hall Community Room</td>
<td>$ 100</td>
<td>$ 300</td>
<td>$ 500</td>
</tr>
<tr>
<td>Lake Louise Community Center &amp; Parking Lot</td>
<td>$ 50</td>
<td>$ 200</td>
<td>$ 250</td>
</tr>
</tbody>
</table>

- The use of picnic shelters at Lake Louise are free on a first come basis.
- Only the block garage area and parking lot at the Lake Louise Community Center are available for reservation. Other sections of the building are not to be reserved or utilized by the public.
- The parking lot at the Lake Louise Community Center may be reserved free of charge subject to the Town Manager’s approval.

Cancellation:

Cancellations of a scheduled activity must be made five (5) business days in advance in order to receive a full refund. Failure to provide required notice will result in loss of all fees paid. Any special circumstances that would merit a refund notwithstanding this policy will be the decision of the Town Manager.

---

2 Weekend defined as Friday, 5pm until Monday, 8:30am.
General Rules of Use:

1. The aforementioned deposit is required for all rentals, unless otherwise waived, modified or approved by the Town Manager. If no damages occur, the facility is left clean and orderly and a Police Officer is not required to attend the event for any reason, the security/cleanup deposit will be refunded. The refund amount will be at the discretion of the Town Manager. Please allow ten (10) business days for the issuance of a refund of the deposit.

2. The renter shall be responsible for the set-up and breakdown of equipment. Failure to comply may result in the loss of the security/cleanup deposit. If an individual or group needs additional equipment, it must be secured through alternate outside sources. Sufficient time for setup must be included with the reservation. Any decorations must have prior approval of the Town of Weaverville. **No items may be taped or otherwise secured to walls, ceilings or any surfaces.** General cleaning of activity areas shall include removal of decorations, the cleaning of the floors, and removal of trash to designated refuse area. Breakdown of tables and chairs and return to the proper storage area unless otherwise directed.

3. The renting party must be at least 21 years or age to rent any facility and must be present during the event. For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of 1 adult to every 10 minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all Facility Use Policies and Town rules and regulations.

4. No person shall enter or remain in a Town building or facility unless properly clothed. Street clothes and footwear are required at all times.

5. Under no circumstances will a group or entity using a room or facility be given a key to access Town Hall. A key may be provided for the Lake Louise Community Center at the Public Works Director's or Town Manager's discretion.

6. Kitchen may not be used unless with the Town Manager's explicit permission only. If permitted, user must pay an additional $20 for use. Any evidence of use of the kitchen without permission will result in a forfeiture of a portion of the user's deposit, at the Town Manager's discretion.

7. Renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the Town, an employee, or member of the public, regardless of who is responsible for the damage.

8. Renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the Town employee in charge of the facility.

9. The Town, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm Renting party’s conformance to this Policy. If the Town determines, in its sole judgment, that Renting person has breached a term of this Policy, the Town Manager shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.

10. In the event of an emergency and severe weather, Town Manager or his/her designee has the authority to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.

11. Town furnishings and equipment may not be removed from the room or facility.

12. Town audio-visual equipment may only be used by Town departments, boards or committees, unless approved by the Town Manager.

13. Helium balloons are prohibited in Town Hall unless securely tethered at all times.

14. Town facilities are a smoke-free environment. Smoking and vapor is prohibited in/on Town property.
15. Alcohol may only be permitted in the Town Hall Community Room, not Lake Louise, with the following stipulations: Serving of alcoholic beverages will be allowed with approval and permits when necessary, according to state and federal laws. The renting party assumes all responsibilities and liabilities associated with the serving of or use of alcoholic beverages for their event or use of the facility. Alcoholic beverages may be served in the Town Hall Community Room with approval from the Town Manager after the reserving party obtains the appropriate insurance coverage.

16. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition. The renting party is responsible for placing all garbage/recycling in the designated receptacles outside of the building. The deposit may not be refunded if this rule is violated.

17. All attending parties must abide by Town parking regulations.

18. Under no circumstances may a group or entity use the Town's insignias, including the Town logo, without the express permission of the Town Manager for any events at Town facilities.

19. Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the deposit and additional fees assessed for Police Department enforcement.

20. Groups and entities using the rooms and facilities are responsible for their behavior and are expected to comply with all policies, laws and regulations. Failure to do so could result in dismissal from the facility, the denial of future use applications, and forfeiture of the security fee.

21. The Town Manager reserves the right to deny the use of the rooms and facilities if it is determined that the use is not in the best interest of the Town and public. The Town also reserves the right to evict any group or entity from any room or facility if deemed in the best interest of the Town and public.

22. The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Buncombe County and the Town of Weaverville; all rules, regulations and requirements of the Buncombe County Health Department; the Weaverville Police and Fire Departments and other authorities of the Town. The renting party will obtain all licenses and permits required by any public body or contract at their expense.

23. The following require approval of the Town Manager:
   a. Charging for admission
   b. Selling tickets or taking subscriptions or collections
   c. Dances, DJs, Bands
   d. Selling of merchandise, products, services, etc.

24. A police officer may be required for an activity when deemed necessary by the Town Manager. Any monetary compensation required for such service shall be included in a contract between the Police Department and the renting party.

25. The Town assumes no responsibility for lost, stolen or damaged personal property.

26. All activities must cease by 10:00pm at Town Hall and 9:00pm at Lake Louise Community Center; this requirement includes cleanup of the event.

27. Miscellaneous Prohibitions:
   a. Bubbles, confetti, sand, glitter, birdseed, and rice are prohibited inside the facilities.
   b. Illegal drugs, gambling or solicitation is prohibited.
   c. Weapons, except those carried by Police, are prohibited.
   d. Animals, except service animals or those approved by the Town Manager.
   e. Any game or activity that is prohibited by North Carolina law, federal law or local law.
f. No open candlewicks; all candlewicks must be enclosed, votive or hurricane-type containers are recommended and must be approved by the Town Manager.
g. Nails, hooks, tacks, tape, glue, sticky tack or screws into any part of the facilities is prohibited.
h. Items may not be left overnight.
i. No decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by the Town Manager.
j. Fireworks or other explosives are prohibited in the facilities and on the premises.
k. Any agreement to use the facilities is not assignable to any other person or entity.

28. Any person or group violating any rules is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit and associated fees. Flagrant misuse of facilities will result in the forfeiture of future reservations.

29. Indemnification: Person renting agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facility by Renting person and their guests, agents, or employees.

Acknowledgment and agreement to abide by the Town of Weaverville Facility Use Policy contained herein and verify that all information provided within my application is true:
TOWN OF WEAVERVILLE
FACILITY USE APPLICATION

Date of Application

Requested Facility: (Check one)
( ) Town Hall Community Room
( ) Lake Louise Community Center and/or Parking Area

Organization (If applicable)    Responsible Party
_______________________________________________________________________________________________________________________________________

Mailing Address (Please be prepared to show identification to Town staff)

_____________________________________________________

Mobile Phone    Home Phone    Email

Please provide a description of event:

Est. Attendance    Date / Time Requested

Kitchen use requested? ( ) Yes   ( ) No

Alcohol served?  ( ) Yes   ( ) No  Only applicable for Community Room:  Insurance is required.

<table>
<thead>
<tr>
<th>FOR TOWN USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate/Hr</td>
</tr>
<tr>
<td>Community Room</td>
</tr>
<tr>
<td>Resident</td>
</tr>
<tr>
<td>Non-Resident</td>
</tr>
</tbody>
</table>

Reservation Fees Received: $_______ Deposit Received: $_______ Staff Initials: ________ Date:________

Acknowledgment of understanding and agreement with the Town of Weaverville’s Facility Use Policy:

Signature:________________________ Date:________________________

TM Application Approval: Yes ( ) No ( ) ___________________________ Date:________________________

TM Deposit Return Approval: ___________________________ Amount: $___________ Date__________
Purchase a Piece of Weaverville’s History

Wormy chestnut step stool
12 inches tall with an 11 x 16 inch top surface

Wormy chestnut lazy susan
16 inch diameter

Both items will be stamped:
ITEM MADE WITH WORMY CHESTNUT WOOD FROM 1942 WEAVERVILLE COMMUNITY CENTER

Handcrafted by Jim Proffitt
MEETING DATE: March 22, 2021

SUBJECT: MS4 Stormwater Program Compliance Update

PRESENTER: Town Attorney

ATTACHMENTS: Resolution Adopted 12/21/2020
               MS4 Stormwater Program - Background Information

DESCRIPTION/SUMMARY OF REQUEST:

In a resolution adopted by Town Council on December 21, 2020, the Town indicated its support for the development and implementation of a compliant stormwater management program, and staff has been working to accomplish the steps necessary to do so.

The Town Attorney will be at tonight’s meeting to provide some background information concerning the stormwater program requirements.

Staff will review the steps taken to comply with the directives given by the North Carolina Department of Environmental Quality (NCDEQ) stemming from the November 2020 audit, which included the preparation and submittal of a draft stormwater management plan to NCDEQ within the deadline specified.

The Town Attorney will also briefly review the draft stormwater management plan, outline the next steps, and answer any questions that Town Council may have regarding this program. Due to length the draft stormwater management plan has not been included with this agenda but has been sent out to Town Council under separate email and is available upon request.

TOWN COUNCIL ACTION REQUESTED:

No Town Council action is requested at this time.
RESOLUTION AFFIRMING THE WEAVERVILLE TOWN COUNCIL’S SUPPORT REGARDING IMPLEMENTATION OF A COMPLIANT NPDES MS4 STORMWATER PROGRAM

WHEREAS, Section 402(p) of the federal Clean Water Act requires National Pollutant Discharge Elimination System (NPDES) permits for stormwater discharges from municipal separate storm sewer systems (MS4) in order to protect water quality; and

WHEREAS, in North Carolina, NPDES permits are issued by the North Carolina Department of Environmental Quality (NCDEQ); and

WHEREAS, NCDEQ issued the Town of Weaverville its second NPDES MS4 Permit for discharge of stormwater on February 20, 2017; and

WHEREAS, the Town of Weaverville was issued Notice of Violation number NOV-2020-PC-0479 on November 16, 2020, for noncompliance with the issued NPDES MS4 Permit; and

WHEREAS, the Town of Weaverville acknowledges the specific Notice of Violation requirement to obtain a new individual NPDES MS4 Permit; and

WHEREAS, the Town of Weaverville acknowledges the specific Notice of Violation requirement to conduct a self-audit of permit compliance for the balance of permit requirements not specifically audited by NCDEQ and to develop a draft stormwater management plan to comply with Section 402(p)(3)(B)(iii) of the Clean Water Act, 40 CFR 122.34(b) and NPDES MS4 permit requirements, and to submit its draft stormwater management plan to the NCDEQ no later than 120 days from November 16, 2020, for review and approval; and

WHEREAS, the Town of Weaverville acknowledges the specific Notice of Violation requirement to adopt a Council resolution to implement a compliant and enforceable stormwater management program as defined by both the NPDES MS4 Permit #NCS000448 and the required new stormwater management plan, and said resolution is to be submitted to NCDEQ no later than 60 days from November 16, 2020; and

WHEREAS, the Town of Weaverville acknowledges the requirement to provide adequate funding and staffing to implement a stormwater management program that complies with its NPDES MS4 Permit and approved stormwater management plan; and

WHEREAS, the Town of Weaverville acknowledges that NCDEQ enforcement action and penalties could result from non-compliance with the specific requirements in Notice of Violation number NOV-2020-PC-0479; and
WHEREAS, the Town of Weaverville acknowledges that any NCDEQ enforcement action and penalties may not prohibit the US Environmental Protection Agency (EPA) from taking its own enforcement action for non-compliance with the issued NPDES MS4 Permit.

NOW, THEREFORE BE IT RESOLVED, that the Weaverville Town Council hereby affirms its support for development and implementation of a compliant stormwater management program that meets the requirements of the Town of Weaverville’s National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit #NCS000448 to discharge stormwater, inclusive of a required stormwater management plan to be prepared by the Town of Weaverville and approved by the North Carolina Department of Environmental Quality.

ADOPTED this the 21st day of December, 2020.

ALLAN P. ROOT, Mayor

JAMES ELLER, Town Clerk
NCDEQ Stormwater Program: NPDES MS4 Permitting

February 2020
What is Stormwater & Why is it a Problem?

- Storm events produce runoff (stormwater)
- Runoff washes pollutants off of land surfaces
- Runoff is not treated at the wastewater facility
- Stormwater runoff carries harmful pollutants directly into our local creeks and waterways
- Pollutants increase downstream drinking water treatment costs and impair recreational uses
- Aquatic life and vegetation are sensitive to pollutants
Federal NPDES MS4 Program

- National Pollutant Discharge Elimination System (NPDES)
  - Federal Clean Water Act Permitting Program for:
    - Wastewater Permits
    - Stormwater Permits (40 CFR 122)

- Municipal Separate Storm Sewer System (MS4)
  - MS4 is a system of conveyances to collect and transport stormwater runoff
  - NPDES MS4 Permits are for discharges of stormwater to surface waters from a publicly owned/operated stormwater collection system
North Carolina NPDES MS4 Program

- EPA Oversight & Delegation to NCDEQ
- NCDEQ Program Implementation
  - Permitting
  - Customer Support
  - Compliance Audits
  - Enforcement *
  - Reporting to EPA

* EPA can also enforce in addition to NCDEQ
Fund the Stormwater Management Program
Implement a Comprehensive Stormwater Management Plan (SWMP)
Document Program Implementation
Report Annually
Obtain a New Permit Every 5 Years
Six Minimum Control Measures / Program Areas
Six Required Minimum Control Measures

1. Public Education & Outreach
2. Public Involvement & Participation
3. Illicit Discharge Detection & Elimination (IDDE)
4. Construction Site Runoff Controls
5. Post-Construction Site Runoff Controls (PC)
6. Pollution Prevention & Good Housekeeping for Municipal Operations (PP/GH)
Pollution Prevention & Good Housekeeping for:

- Municipal “Industrial” Facilities (and maybe a general stormwater permit too!)
- Spill Response
- MS4 (collection system) O&M
- O&M of Municipal Stormwater Control Measures (SCMs)
- Pesticide, Herbicide & Fertilizer Management
- Vehicle & Equipment Maintenance
- Pavement Management
GOAL 1: AN EFFICIENT & COMPLIANT MS4 PROGRAM

- Restructured DEQ’s MS4 Program
- Created an Informative Web Page
- Standardized Tools & Processes
- Provided Outreach, Training & Technical Support
- Published a 5-Year Audit Schedule

Compliant MS4s

Happy EPA
TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, March 22, 2021

Subject: USCellular Perpetual Easement Proposal

Presenter: Selena Coffey, Town Manager

Attachments: 1. Staff Overview
               2. January 6, 2021 USCellular Letter with Map and Site Plan
               3. Email from USCellular Representative
               4. January 2022 USCellular Lease Agreement
               5. Cell Tower Rate Comparisons

Description:

Attached please find information pertaining to USCellular’s recent request for a perpetual easement for the Town’s property where their cell tower is located. USCellular currently pays an annual lease of approximately $16,416 to the Town and a new annual lease of approximately $22,251 is scheduled to be effective in January 2022. Most recently, USCellular has presented their proposal to trade the annual lease for a perpetual easement for approximately $217,000.

Staff has provided a general overview of when the Town could break even when comparing the annual lease to a perpetual easement. This is included within this agenda item, along with the 2022 lease agreement and a copy of recent email correspondence between the USCellular representative and the Town Manager. In addition, this agenda item includes cell tower comparisons provided by the Town Manager’s colleagues on the managers listserv.

As with most transactions of this nature, there may be risks to both options (annual lease versus long-term easements). The Town Manager recommends that Town Council weigh these types of issues and discuss whether or not it could utilize the respective property for alternative uses in the future. Staff will be present to provide information to assist Town Council in its decision-making on this issue.

Town Council Action Requested:

The Town Manager recommends Town Council discussion and direction to staff.
Staff Overview of USCellular Proposal for Permanent Cell Tower Easement

January 2022 USCellular lease terms:

Initial term of 5 years with automatic 5-year extension/renewal

$1,854.28 per month ➔ $22,251.36 annually ➔ 10% increase @ 5-year renewal in 2027

Monetary terms of perpetual easement proposal by USCellular:

$217,000 for perpetual easement ➔ Potential break-even point April 2030 if proposal accepted

<table>
<thead>
<tr>
<th>Table Showing Annual Lease &amp; Cumulative Amounts (estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
</tr>
<tr>
<td>2022</td>
</tr>
<tr>
<td>2023</td>
</tr>
<tr>
<td>2024</td>
</tr>
<tr>
<td>2025</td>
</tr>
<tr>
<td>2026</td>
</tr>
<tr>
<td>2027</td>
</tr>
<tr>
<td>2028</td>
</tr>
<tr>
<td>2029</td>
</tr>
<tr>
<td>2030</td>
</tr>
<tr>
<td>2031</td>
</tr>
</tbody>
</table>

Current Contract Ending Dec 2021
$16,416 Annually

Jan 2022 - Dec 2025
New Contract
$22,251 Annually

Jan 2027 - Mar 2030
5-Year Renewal
$24,477 Annually

~ April 2030
$217,000 Cumulative

Municipal comparables:

- **Biltmore Forest**: Currently receives approximately $28,000 for annual lease with American Tower.
- **Buncombe County**: Information requested, but no response provided to date.
- **Black Mountain**: Leases under consideration but no information provided to date.
- **Pine Knoll Shores (response to listserv)**: Noted that they are approached regularly for buyouts of annual leases, which they decline due to net income being higher than buyout long-term.
- **Wilkesboro (response to listserv)**: Currently receives approximately $50,000 in annual lease for one site with multiple cellular tenants; Stated that they decline buyouts due to better lease amounts than long-term easements; Provided spreadsheet with comps (included in agenda packet).
- **Hamlet (response to listserv)**: Stated they prefer annual leases to potential easements.
1/6/21

Town of Weaverville
PO Box 338
Weaverville, NC
28787

RE: Ground Lease for UScellular site 405355

Dear Town of Weaverville,

UScellular is pleased to offer to purchase your current lease for the price of $217000. In exchange for a perpetual easement, UScellular will pay you $217000 for continued use of our current lease space and any access or utility easements in order to continue providing the highest quality service in your area.

As a next step, please give me a call or send me an email to let me know if you are interested. I am always available to discuss this site and answer your questions. I look forward to working with you to further our relationship on this site.

Sincerely,

[Signature]

Mark O'Brien
Real Estate Program Manager
Mark.o'brien@uscellular.com
312.550.5695
Exhibit B

Site Plan

[Diagram of site plan showing existing features such as LP tank, generator, monopole, existing ICE bridge, existing HDD equipment, and existing gate.]

Scale: 1/8"=1'-0"
Hello Selena,

Thank you for getting in touch with me regarding the letter I sent.

Our offer amount is based off of the current rent rate (current lease) plus an estimate of what that rent rate would be at the expiration of the current lease should both parties choose to renew. If the tower has another cell carrier on it, our offer price also includes a portion of the expected revenue from that tenant. This tower has a tenant which is why your offer is higher than some other offers I have sent out in North Carolina.

For instance, I have one site under contract for $100,000 in Sampson county and another under contract for $177,000 in Littleton, NC.

I hope this helps. I did want to point out that I have some room for negotiation on the purchase price, so the board should be aware of that. Please let me know if I can answer any more questions or provide any more information.

Thanks,

Mark O’Brien
regarding the purchase price proposed. Town Council has directed me to locate market comparables, which I am in the process of doing. In my review, I wondered if you can share with me the method at which USCellular arrived at its proposed amount. Also, if you can provide comparables for other jurisdictions with which USCellular partners, that information would be helpful.

I look forward to hearing from you.

Be well,
Selena

Selena D. Coffey, ICMA-CM
Town Manager

Town of Weaverville, NC
PO Box 338 | 30 South Main Street
Weaverville, NC 28787

Phone: (828) 645-7116
Email: scoffey@weavervillenc.org

All email correspondence to and from this address is subject to public review under the NC Public Records Law.
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
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 mortgagor 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
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, 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” EAST 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
<table>
<thead>
<tr>
<th>Locations with Antenna Information</th>
<th>Carrier</th>
<th>Rent per Month per Lease</th>
<th># of Antennas</th>
<th>Rent per Antenna</th>
<th>Escallation Term</th>
<th>Renewal</th>
<th>Geographical Location</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harkers Island Sanitary District</td>
<td>AT&amp;T &amp; Verizon</td>
<td>$3,894.00</td>
<td>1</td>
<td>$3,894.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Ntelos</td>
<td>$2,952.00</td>
<td>1</td>
<td>$2,952.00</td>
<td>3% annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>US Cellular</td>
<td>$1,827.00</td>
<td>1</td>
<td>$1,827.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>US Cellular</td>
<td>$1,827.00</td>
<td>1</td>
<td>$1,827.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Carolina Beach</td>
<td>Managed by NJ Co.</td>
<td>$3,180.00</td>
<td>2</td>
<td>$1,590.00</td>
<td></td>
<td></td>
<td>Coastal</td>
<td>2010 Info from 3rd Party</td>
</tr>
<tr>
<td>Bogue Banks Water Corp</td>
<td>Multiple</td>
<td>$1,200.00</td>
<td>1</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Bogue Banks Water Corp</td>
<td>Multiple</td>
<td>$900.00</td>
<td>1</td>
<td>$900.00</td>
<td></td>
<td></td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Wrightsville Beach</td>
<td>Sprint/Nextel</td>
<td>$3,808.23</td>
<td>6</td>
<td>$634.71</td>
<td>3% Annually</td>
<td>10</td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Morganton</td>
<td>Multiple</td>
<td>$1,316.00</td>
<td>3</td>
<td>$638.67</td>
<td>5% Every 5 Years</td>
<td></td>
<td>Mountains</td>
<td>2008 Info from 3rd Party</td>
</tr>
<tr>
<td>City of Thomasville</td>
<td>AT&amp;T</td>
<td>$3,600.00</td>
<td>6</td>
<td>$600.00</td>
<td>3% Annually</td>
<td>10</td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Winston Salem</td>
<td>AT&amp;T</td>
<td>$2,500.00</td>
<td>12</td>
<td>$1,916.67</td>
<td>3% Annually</td>
<td>3</td>
<td>5</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>Verizon</td>
<td>$2,167.12</td>
<td>1</td>
<td>$2,167.12</td>
<td>CPI Urban every 5 years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>T-Mobile</td>
<td>$1,953.23</td>
<td>1</td>
<td>$1,953.23</td>
<td>CPI Every 5 Years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>Sprint</td>
<td>$4,033.84</td>
<td>1</td>
<td>$4,033.84</td>
<td>CPI Every 5 Years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Mount Airy</td>
<td>AT&amp;T</td>
<td>$3,067.00</td>
<td>6</td>
<td>$511.17</td>
<td>15% Every 5 Years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Raleigh</td>
<td>AT&amp;T</td>
<td>$3,124.25</td>
<td>6</td>
<td>$520.71</td>
<td>3% Annually</td>
<td>5</td>
<td>5</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>TowerCo</td>
<td>$862.50</td>
<td>1</td>
<td>$862.50</td>
<td>15% Every 5 yrs</td>
<td>5</td>
<td>25</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Mount Airy</td>
<td>T-Mobile</td>
<td>$2,736.00</td>
<td>6</td>
<td>$456.00</td>
<td>2.5% Annually</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Town of Harrisburg</td>
<td>Multiple</td>
<td>$1,800.00</td>
<td>6-10</td>
<td>$300.00</td>
<td>3% Annually</td>
<td>5</td>
<td>Piedmont</td>
<td>2010 Info from 3rd Party</td>
</tr>
<tr>
<td>OWASA (Orange County)</td>
<td>Multiple</td>
<td>$4,583.00</td>
<td>Varies from 3 -12</td>
<td>$395.00</td>
<td>3% Annually</td>
<td>5</td>
<td>Piedmont</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Locations with Antenna Information</th>
<th>Carrier</th>
<th>Rent per Month per Lease</th>
<th># of Antennas</th>
<th>Rent per Antenna</th>
<th>Escallation Term</th>
<th>Renewal</th>
<th>Geographical Location</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harkers Island Sanitary District</td>
<td>AT&amp;T &amp; Verizon</td>
<td>$3,894.00</td>
<td>1</td>
<td>$3,894.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Verizon</td>
<td>$3,040.00</td>
<td>1</td>
<td>$3,040.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>Ntelos</td>
<td>$2,952.00</td>
<td>1</td>
<td>$2,952.00</td>
<td>3% annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>AT&amp;T</td>
<td>$2,400.00</td>
<td>1</td>
<td>$2,400.00</td>
<td>10% Every 5 yrs</td>
<td>7</td>
<td>5</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>US Cellular</td>
<td>$1,827.00</td>
<td>1</td>
<td>$1,827.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Dare County</td>
<td>US Cellular</td>
<td>$1,827.00</td>
<td>1</td>
<td>$1,827.00</td>
<td>3% Annually</td>
<td>1</td>
<td>10</td>
<td>Coastal</td>
</tr>
<tr>
<td>Carolina Beach</td>
<td>Managed by NJ Co.</td>
<td>$3,180.00</td>
<td>2</td>
<td>$1,590.00</td>
<td></td>
<td></td>
<td>Coastal</td>
<td>2010 Info from 3rd Party</td>
</tr>
<tr>
<td>Bogue Banks Water Corp</td>
<td>Multiple</td>
<td>$1,200.00</td>
<td>1</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Bogue Banks Water Corp</td>
<td>Multiple</td>
<td>$900.00</td>
<td>1</td>
<td>$900.00</td>
<td></td>
<td></td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Wrightsville Beach</td>
<td>Sprint/Nextel</td>
<td>$3,808.23</td>
<td>6</td>
<td>$634.71</td>
<td>3% Annually</td>
<td>10</td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Morganton</td>
<td>Multiple</td>
<td>$1,316.00</td>
<td>3</td>
<td>$638.67</td>
<td>5% Every 5 Years</td>
<td></td>
<td>Mountains</td>
<td>2008 Info from 3rd Party</td>
</tr>
<tr>
<td>City of Thomasville</td>
<td>AT&amp;T</td>
<td>$3,600.00</td>
<td>6</td>
<td>$600.00</td>
<td>3% Annually</td>
<td>10</td>
<td>Coastal</td>
<td></td>
</tr>
<tr>
<td>Winston Salem</td>
<td>AT&amp;T</td>
<td>$2,500.00</td>
<td>12</td>
<td>$1,916.67</td>
<td>3% Annually</td>
<td>3</td>
<td>5</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>Verizon</td>
<td>$2,167.12</td>
<td>1</td>
<td>$2,167.12</td>
<td>CPI Urban every 5 years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>T-Mobile</td>
<td>$1,953.23</td>
<td>1</td>
<td>$1,953.23</td>
<td>CPI Every 5 Years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>Sprint</td>
<td>$4,033.84</td>
<td>1</td>
<td>$4,033.84</td>
<td>CPI Every 5 Years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Mount Airy</td>
<td>AT&amp;T</td>
<td>$3,067.00</td>
<td>6</td>
<td>$511.17</td>
<td>15% Every 5 Years</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Raleigh</td>
<td>AT&amp;T</td>
<td>$3,124.25</td>
<td>6</td>
<td>$520.71</td>
<td>3% Annually</td>
<td>5</td>
<td>5</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Winston Salem</td>
<td>TowerCo</td>
<td>$862.50</td>
<td>1</td>
<td>$862.50</td>
<td>15% Every 5 yrs</td>
<td>5</td>
<td>25</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Mount Airy</td>
<td>T-Mobile</td>
<td>$2,736.00</td>
<td>6</td>
<td>$456.00</td>
<td>2.5% Annually</td>
<td>5</td>
<td>20</td>
<td>Piedmont</td>
</tr>
<tr>
<td>Town of Harrisburg</td>
<td>Multiple</td>
<td>$1,800.00</td>
<td>6-10</td>
<td>$300.00</td>
<td>3% Annually</td>
<td>5</td>
<td>Piedmont</td>
<td>2010 Info from 3rd Party</td>
</tr>
<tr>
<td>OWASA (Orange County)</td>
<td>Multiple</td>
<td>$4,583.00</td>
<td>Varies from 3 -12</td>
<td>$395.00</td>
<td>3% Annually</td>
<td>5</td>
<td>Piedmont</td>
<td></td>
</tr>
</tbody>
</table>

Average Cost per Antenna All: $1,792.72
Average Cost per Antenna Coastal: $2,234.17
Average Cost per Antenna Piedmont: $1,014.73
### Leases without Antenna Information

<table>
<thead>
<tr>
<th>Location</th>
<th>Amount</th>
<th>Notes</th>
<th>Area</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kill Devil Hills</td>
<td>$1,500.00</td>
<td>Not based on #</td>
<td>Coastal</td>
<td>2010 info from 3rd Party</td>
</tr>
<tr>
<td>Town of Oak Island</td>
<td>$1,750.00</td>
<td>CPI</td>
<td>Coastal</td>
<td>2010 info from 3rd Party</td>
</tr>
<tr>
<td>Jacksonville</td>
<td>$1,500.00</td>
<td>Varies 5% Annually</td>
<td>Coastal</td>
<td>2008 info from 3rd Party</td>
</tr>
<tr>
<td>Okracoke Sanitary District</td>
<td>$2,666.00</td>
<td>Coastal</td>
<td>Coastal</td>
<td>2008 info from 3rd Party</td>
</tr>
<tr>
<td>Hickory</td>
<td>$2,500.00</td>
<td>3% Annually</td>
<td>Mountains</td>
<td>2008 info from 3rd Party</td>
</tr>
<tr>
<td>Town of Morrisville</td>
<td>$2,267.00</td>
<td>as space allows</td>
<td>Piedmont</td>
<td>2008 info from 3rd Party</td>
</tr>
<tr>
<td>Cary</td>
<td>$2,500.00</td>
<td>Varies CPI</td>
<td>Piedmont</td>
<td>2008 info from 3rd Party</td>
</tr>
<tr>
<td>Charlotte</td>
<td>$1,850.00</td>
<td>Varies 3% - 4% Annually</td>
<td>Piedmont</td>
<td>2008 info from 3rd Party</td>
</tr>
<tr>
<td>Greensboro</td>
<td>$1,658.00</td>
<td>Varies CPI</td>
<td>Piedmont</td>
<td>2008 info from 3rd Party</td>
</tr>
</tbody>
</table>

**Average Amount per Lease All:** $2,370.47  
**Average Amount per Lease Coastal:** $2,474.28  
**Average Amount per Lease Piedmont:** $2,200.89  
**Average Amount per Lease Mountain:** $2,208.00

### CFPUA Leases

<table>
<thead>
<tr>
<th>CFPUA Leases</th>
<th>Amount</th>
<th>Lease Term</th>
<th>Lease Term</th>
<th>Lease Term</th>
<th>Lease Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cingular Wireless (AT&amp;T) #478-151 (Halyburton)</td>
<td>$2,070.00</td>
<td>6</td>
<td>$345.00</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>15% every 5 years</td>
<td>Coastal</td>
<td>3/17/2004</td>
<td></td>
</tr>
<tr>
<td>Alltel (Verizon) (Northchase)</td>
<td>$1,148.60</td>
<td>9</td>
<td>$127.69</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>15% every 5 years</td>
<td>Coastal</td>
<td>7/18/1998</td>
<td></td>
</tr>
<tr>
<td>Suncom Wireless (T-Mobile)</td>
<td>$987.98</td>
<td>9</td>
<td>$109.78</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>15% every 5 years</td>
<td>Coastal</td>
<td>7/8/1998</td>
<td></td>
</tr>
<tr>
<td>Alltel (Verizon) 17th Street</td>
<td>$3,630.00</td>
<td>9</td>
<td>$403.33</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>10% every 5 years</td>
<td>Coastal</td>
<td>3/18/2003</td>
<td></td>
</tr>
<tr>
<td>Air Gate PCS (Sprint Nextel) 17th Street</td>
<td>$2,875.00</td>
<td>3</td>
<td>$958.33</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>15% every 5 years</td>
<td>Coastal</td>
<td>11/8/2005</td>
<td></td>
</tr>
<tr>
<td>New Cingular Wireless (AT&amp;T) #478-144 Northchase</td>
<td>$2,875.00</td>
<td>9</td>
<td>$319.44</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>15% every 5 years</td>
<td>Coastal</td>
<td>10/7/2008</td>
<td></td>
</tr>
<tr>
<td>Wilmington Cellular Telephone Co.(US Cellular) Halyburton</td>
<td>$2,999.00</td>
<td>6</td>
<td>$499.83</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>CFPUA</td>
<td></td>
<td>15% every 5 years</td>
<td>Coastal</td>
<td>12/10/2009</td>
<td></td>
</tr>
</tbody>
</table>

**Average Amount per Lease:** $2,369.37  
**Average Amount per Antenna:** $394.76
TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, March 22, 2021
Subject: Merrimon Avenue Speed Limit
Presenter: Selena Coffey, Town Manager
Attachments: None

Description:
Councilman Nagle would like for Town Council to discuss the speed limit from the Weaverville town limit on Merrimon Avenue to Lakeshore Drive (Lake Louise Park). This section of Merrimon Avenue is currently posted at 45 miles per hour, which is inconsistent with the remainder of Merrimon Avenue entering downtown. This section of Merrimon Avenue is currently posted at 35 miles per hour.

The Town Manager recommends Town Council discussion regarding this issue. Should Town Council reach consensus on this issue, staff will send a formal request for the speed limit change to N.C. Department of Transportation (NCDOT) as Merrimon Avenue is a state roadway.

Town Council Action Requested:
The Town Manager recommends Town Council discussion and direction to the Manager to send a formal request to NCDOT for this speed limit revision.
TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 22, 2021

Subject: Departmental Quarterly Report

Presenter: Dale Pennell, Public Works Director

Attachments: Quarterly Report (December 2020 – February 2021)

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

Action Requested: No action requested.
## WATER MAINTENANCE DIVISION:

<table>
<thead>
<tr>
<th>Service</th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>3 month average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Leaks Repaired</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>New Water Taps</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Total Active Water Meters</td>
<td>3,007</td>
<td>3,014</td>
<td>3,019</td>
<td>3013</td>
</tr>
<tr>
<td>Water Quality Complaints</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Meter Re-Read Service Calls</td>
<td>76</td>
<td>83</td>
<td>84</td>
<td>81</td>
</tr>
<tr>
<td>General Service Calls</td>
<td>131</td>
<td>138</td>
<td>139</td>
<td>136</td>
</tr>
<tr>
<td>Water Door Tags Delivered</td>
<td>47</td>
<td>47</td>
<td>46</td>
<td>47</td>
</tr>
<tr>
<td>Water Line Locate Utility Service Calls (811)</td>
<td>129</td>
<td>85</td>
<td>112</td>
<td>109</td>
</tr>
<tr>
<td>Water Meter Change Outs to Radio Read</td>
<td>28</td>
<td>54</td>
<td>1</td>
<td>28</td>
</tr>
<tr>
<td>Reservoir-Pump Station Site Checks</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
</tbody>
</table>

Water Line Construction Inspections:
- Northridge TH
- USDA project
- Amblers Chase
- Holston Apts
- 828 North Apts
- Hobby Lobby
**WATER PRODUCTION DIVISION:**
(Gallons per month)

1A. Raw water pumped from river to Water Treatment Plant
(daily average vs. 1.5 MGD plant capacity)

1B. Raw water used at the WTP

1C. Finished water Produced at WTP

2. Water Purchased from Asheville

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

3. Finish Water used at WTP

A2. **TOTAL WATER AVAILABLE FOR SALES**

B. **TOTAL METERED FOR BILLING**

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

D. Total Accounted For Water (B+C)

E. **TOTAL UNACCOUNTED (A-D)**

F. **MONTHLY UNACCOUNTED WATER (E/Ax100)**

<table>
<thead>
<tr>
<th></th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>3 month average</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A.</td>
<td>18,758,000</td>
<td>18,869,000</td>
<td>17,098,000</td>
<td>18,241,667</td>
</tr>
<tr>
<td>1B.</td>
<td>40%</td>
<td>42%</td>
<td>37%</td>
<td><strong>41%</strong></td>
</tr>
<tr>
<td>1C.</td>
<td>2,060,000</td>
<td>2,226,000</td>
<td>2,009,000</td>
<td><strong>2,098,333</strong></td>
</tr>
<tr>
<td>2.</td>
<td>16,698,000</td>
<td>16,643,000</td>
<td>15,089,000</td>
<td>16,143,333</td>
</tr>
<tr>
<td>A1.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>A2.</td>
<td>16,698,000</td>
<td>16,643,000</td>
<td>15,089,000</td>
<td>16,143,333</td>
</tr>
<tr>
<td>B.</td>
<td>601,128</td>
<td>599,148</td>
<td>543,204</td>
<td><strong>581,160</strong></td>
</tr>
<tr>
<td>C.</td>
<td>16,096,872</td>
<td>16,043,852</td>
<td>14,545,796</td>
<td>15,562,173</td>
</tr>
<tr>
<td>D.</td>
<td>11,761,000</td>
<td>12,894,500</td>
<td>11,036,000</td>
<td>11,897,167</td>
</tr>
<tr>
<td>E.</td>
<td>2,300,000</td>
<td>2,000,000</td>
<td>1,800,000</td>
<td><strong>2,033,333</strong></td>
</tr>
<tr>
<td>F.</td>
<td>14,061,000</td>
<td>14,894,500</td>
<td>12,836,000</td>
<td>13,930,500</td>
</tr>
<tr>
<td></td>
<td>2,637,000</td>
<td>1,748,500</td>
<td>2,253,000</td>
<td><strong>2,212,833</strong></td>
</tr>
<tr>
<td></td>
<td>15.8%</td>
<td>10.5%</td>
<td>14.9%</td>
<td><strong>13.7%</strong></td>
</tr>
</tbody>
</table>
WATER CAPACITY VS PRODUCTION:
(Gallons per day)
Water Plant Design Capacity
Net Sellable Production Capacity (80%)
Average Daily Production
Total Water Production (A above) / 30 days in month
AVERAGE USE RELATIVE TO DESIGN CAPACITY
Current Water Commitments for future development
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD

<table>
<thead>
<tr>
<th></th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>3 month average</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,500,000</td>
<td>1,500,000</td>
<td>1,500,000</td>
<td>1,500,000</td>
<td></td>
</tr>
<tr>
<td>1,200,000</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td>1,200,000</td>
<td></td>
</tr>
<tr>
<td>556,600</td>
<td>554,767</td>
<td>502,967</td>
<td>538,111</td>
<td></td>
</tr>
<tr>
<td>37.1%</td>
<td>37.0%</td>
<td>33.5%</td>
<td>35.9%</td>
<td></td>
</tr>
<tr>
<td>438,528</td>
<td>438,528</td>
<td>431,928</td>
<td>436,328</td>
<td></td>
</tr>
<tr>
<td>66.3%</td>
<td>66.2%</td>
<td>62.3%</td>
<td>65.0%</td>
<td></td>
</tr>
</tbody>
</table>

STREET MAINTENANCE DIVISION:
Street/Sidewalk/Drainage /Sign Repairs Completed
Roads paved

<table>
<thead>
<tr>
<th></th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>3 month average</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>23</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>na</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td></td>
</tr>
</tbody>
</table>

PARKS, RECREATION, & FACILITY MAINTENANCE DIVISION:
P&R Special Projects/Repairs Completed

<table>
<thead>
<tr>
<th></th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>3 month average</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
### SANITATION DIVISION:

<table>
<thead>
<tr>
<th>Service</th>
<th>Dec-20</th>
<th>Jan-21</th>
<th>Feb-21</th>
<th>3 month average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Collection Points</td>
<td>1875</td>
<td>1875</td>
<td>1875</td>
<td>1875</td>
</tr>
<tr>
<td>Monthly Residential Collections (4/month)</td>
<td>7500</td>
<td>7500</td>
<td>7500</td>
<td>7500</td>
</tr>
<tr>
<td>Business Pick Ups</td>
<td>76</td>
<td>76</td>
<td>76</td>
<td>76</td>
</tr>
<tr>
<td>Business Pick Ups (4/month)</td>
<td>304</td>
<td>304</td>
<td>304</td>
<td>304</td>
</tr>
<tr>
<td>Residential Set-Outs</td>
<td>104</td>
<td>104</td>
<td>104</td>
<td>104</td>
</tr>
<tr>
<td>Residential Set-Outs (4/month)</td>
<td>416</td>
<td>416</td>
<td>416</td>
<td>416</td>
</tr>
<tr>
<td>TOTAL points picked up per month</td>
<td>8220</td>
<td>8220</td>
<td>8220</td>
<td>8220</td>
</tr>
<tr>
<td>Total Tons to Landfill</td>
<td>120.43</td>
<td>103.42</td>
<td>95.75</td>
<td>106.53</td>
</tr>
<tr>
<td>Average Pounds Per Collection Point (per week)</td>
<td>29.3</td>
<td>25.2</td>
<td>23.3</td>
<td>25.9</td>
</tr>
<tr>
<td>Cubic Yards - Yard Debris</td>
<td>45</td>
<td>22.5</td>
<td>18</td>
<td>29</td>
</tr>
<tr>
<td>Cubic Yards - Brush Chipped</td>
<td>143</td>
<td>104.5</td>
<td>38.5</td>
<td>95</td>
</tr>
<tr>
<td>Cubic Yards - Leaf Collection</td>
<td>325.5</td>
<td>10.5</td>
<td>0</td>
<td>112</td>
</tr>
</tbody>
</table>

### MISC

1. USDA water line project construction has been completed (ahead of schedule and under budget).
2. Community Center project had a 3 week delay due to wet weather in February (estimated completion date around 6/1/2021).
3. 80 totter garbage cans were sold during the quarter; Blue recycling carts have been delivered to all recycling customers in town.
4. Water Treatment Plant expansion project has begun with execution of consulting engineer's contract.
## TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by: Dale Pennell, Public Works Director

REVISED 03/15/2021

<table>
<thead>
<tr>
<th>Water Line Status</th>
<th>Project with current commitment</th>
<th>Address</th>
<th>Description</th>
<th>Number of Units</th>
<th>Gallons per Connection</th>
<th>Projected Demand (GPD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>828 North (aka Blue Ridge Crossing)</td>
<td>Garrison Branch Road</td>
<td>174 Unit Apartment Project</td>
<td>176</td>
<td>229</td>
<td>40,304</td>
</tr>
<tr>
<td>Construction</td>
<td>Amberly Chase Subdivision</td>
<td>Reems Creek Road</td>
<td>22 homes</td>
<td>21</td>
<td>400</td>
<td>8,400</td>
</tr>
<tr>
<td>Construction</td>
<td>Northridge Commons Townhomes</td>
<td>Monticello and Northcrest Dr</td>
<td>53 units</td>
<td>53</td>
<td>400</td>
<td>21,200</td>
</tr>
<tr>
<td>Construction</td>
<td>Holston (Stump Dump) Apartments</td>
<td>135 Monticello Road</td>
<td>234 apartments</td>
<td>234</td>
<td>400</td>
<td>85,600</td>
</tr>
<tr>
<td>Pending</td>
<td>Greenwood Park (Dorf)</td>
<td>Governor Thomson Terrace</td>
<td>73 homes</td>
<td>73</td>
<td>400</td>
<td>29,200</td>
</tr>
<tr>
<td>Pending</td>
<td>Stone Knob Mixed Use Development</td>
<td>3 Garrison Road</td>
<td>2 buildings w 4 units/bldg</td>
<td>8</td>
<td>625</td>
<td>5,000</td>
</tr>
<tr>
<td>Under review</td>
<td>Pailsades at Reems Creek</td>
<td>Weaverville Highway</td>
<td>132 apartments + clubhouse</td>
<td>1</td>
<td>55100</td>
<td>55,100</td>
</tr>
<tr>
<td>Under review</td>
<td>10-30 Garrison</td>
<td>3 commercial buildings</td>
<td>3 commercial buildings</td>
<td>1</td>
<td>14824</td>
<td>14,824</td>
</tr>
<tr>
<td>Under review</td>
<td>Flat Creek Village Dental-Ortho Clinic</td>
<td>Griffes Rd/Delan Road</td>
<td>1 commercial building</td>
<td>1</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Construction</td>
<td>Hobby Lobby at Northridge Commons</td>
<td>49 Northridge Commons Pkwy</td>
<td>1 commercial building</td>
<td>1</td>
<td>1100</td>
<td>1,100</td>
</tr>
<tr>
<td>Construction</td>
<td>22,000 SF Retail at Northridge Commons</td>
<td>49 Northridge Commons Pkwy</td>
<td>1 commercial building</td>
<td>1</td>
<td>1100</td>
<td>1,100</td>
</tr>
<tr>
<td>Construction</td>
<td>6,000 SF Retail at Northridge Commons</td>
<td>49 Northridge Commons Pkwy</td>
<td>1 commercial building</td>
<td>1</td>
<td>600</td>
<td>600</td>
</tr>
</tbody>
</table>

Subtotal Current Projects: 270,928

on-going: Existing but not active meter sets

164 open meter sets

164

250

41,000

Projected Inside-town vacant land development (rev 8/27/2020)

100,000

Projected Outside-town-limit residential units

20,000

Subtotal On-going Projections: 161,000

Total Outstanding Commitments: 431,928

### SUMMARY OF PROJECTED WATER DEMANDS (GPD)

<table>
<thead>
<tr>
<th>Average metered and unmetered town usage per day</th>
<th>Average Unaccounted-for daily water</th>
<th>Outstanding Commitments</th>
<th>Mars Hill agreement for emergency water</th>
<th>Current usage and commitment</th>
<th>WTP Capacity and permitted withdrawal</th>
<th>Current % of WTP used or committed</th>
</tr>
</thead>
<tbody>
<tr>
<td>464,350</td>
<td>73,761</td>
<td>431,928</td>
<td>0</td>
<td>970,039</td>
<td>1,500,000</td>
<td>64.67%</td>
</tr>
<tr>
<td>464,350</td>
<td>73,761</td>
<td>431,928</td>
<td>200,000</td>
<td>1,170,039</td>
<td>1,500,000</td>
<td>78.00%</td>
</tr>
</tbody>
</table>

Outstanding Wtr Commitments 03-15-2021

72