

TOWN OF WEAVERVILLE
Weaverville Community Room at Town Hall
30 South Main Street, Weaverville, NC 28787

AGENDA

Monday, December 19, 2022
Regular Meeting at 6:00 pm

Remote Access Option for General Public via Zoom:

<https://us02web.zoom.us/j/85948891960> ; Meeting ID: 859 4889 1960

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Fitzsimmons
2. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
3. Consent Agenda		Town Manager Coffey
A. November 15, 2022 Town Council Workshop Minutes	3	
B. November 21, 2022 Town Council Regular Meeting Minutes	5	
C. Monthly Tax Report	9	
D. Budget Amendment: Police and Fire	14	
E. Amendment to Fee Schedule – Setting Emergency Water Rate	16	
F. Meetings & Holidays Schedule	29	
4. Town Manager’s Report	31	Town Manager Coffey
5. General Public Comments (see below for additional information)		Mayor Fitzsimmons
6. Discussion & Action Items		
A. Introduction of new BCS Superintendent	32	Dr. Rob Jackson
B. 480 Reems Creek – Annexation, R-3 Zoning, Water Extension Request	33	Town Attorney Jackson
C. 171 Monticello Road – Annexation and Conditional District (set PHs).....	49	Town Attorney Jackson
D. Quarterly Report – Public Works & Water Departments	96	Public Works Dir. Pennell
7. Adjournment		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest related to the Town of Weaverville. Normal rules of decorum apply to all comments and duplicate comments are discouraged. The general public comments section of the meeting will be limited to 20 minutes. Comments during the meeting are generally limited to 3 minutes. You must be recognized before giving your comment. Written comments timely received will be provided to Town Council and read during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) 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, (2) by emailing to public-comment@weaverville.org at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

**WEAVERVILLE TOWN COUNCIL REGULAR MEETING – DECEMBER 19, 2022, AT 6PM
REMOTE ELECTRONIC MEETING LOGIN CREDENTIALS**

The Weaverville Town Council has elected to continue to provide the general public with remote electronic access to its regular monthly meetings.

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided to inform the public that the **Weaverville Town Council regular monthly meeting on Monday, December 19, 2022, at 6:00 p.m. will be held as an in-person meeting (Council Chambers/Community Room at Town Hall, 30 South Main Street) with remote attendance by the general public allowed via Zoom.** For those members of the public wishing to attend remotely via Zoom the following information is provided.

A virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting. The instructions to access this meeting are:

To join the meeting by computer, go to this link <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. You will first enter a virtual waiting room. The host will admit you into the meeting just prior to the start of the meeting.

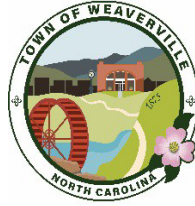
To join the meeting by phone, call: (253) 215-8782 or (301)715 8592
You will then be asked for the Meeting ID which is: 859 4889 1960 . There is no password for this meeting, so if asked for one just press the # button.

Guidelines and Instructions for General Public Comment: A portion of the meeting will be set aside for general public comments. Town adopted Rules for Public Comment will apply. Normal rules of decorum apply to all comments and duplicate comments are discouraged. Public comments may be submitted during the in-person meeting or in writing in advance, but will not be taken from those attending remotely. The public comments section of the meeting will be limited to approximately 20 minutes, but may be extended by Town Council if time allows. You must be recognized before giving your comment and must make comments from the podium. Individual comments during the meeting are generally limited to 3 minutes. Written comments timely received will be provided to Town Council and read into the record during the meeting as time allows. Written comments are limited to no more than 450 words and 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 (received not later than with the mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

To view the agenda and related materials, please visit the Town’s website at <https://www.weavervillenc.org>.

Access to the Meeting Recording: A recording of the meeting will be available for one or two months, depending on storage capacity, beginning about 24 hours after the meeting. To access the recording visit the Town’s website at <https://www.weavervillenc.org> or the Town’s YouTube channel at https://www.youtube.com/channel/UcKBK1doIGY_O6_vjiqimFUQ, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor
12/15/2022



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Tuesday, November 15, 2022**

The Town Council for the Town of Weaverville met for a regularly scheduled workshop on Tuesday, November 15, 2022, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC with remote access via zoom.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice Mayor Jeff McKenna and Councilmembers Doug Jackson, John Chase, Catherine Cordell, and Michele Wood. Councilmember Andrew Nagle was absent.

Staff members present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk/Planning Director James Eller, Finance Officer Tonya Dozier, Deputy Town Clerk and Communications Coordinator Grace Keith, and Zoom Room Coordinator Lauren Ward.

1. Call to Order

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

2. Review of Action Plan

Town Manager Coffey presented an update to the action plan for addressing the Resolution regarding Water System Recommendations that Town Council approved 06-27-2022. The update included the progress that has been made towards the Action Plan Steps. Specific information was provided on the interconnection with Mars Hill, Woodfin, and Asheville as follows:

- Interconnection with Mars Hill: No capital improvements are needed for a bi-directional flow of short-term emergency water between the Weaverville water system and the Mars Hill water system. It was noted that Mars Hill does not have enough capacity within its system to provide Weaverville with any supplemental water. The previous agreement concerning emergency water expired in 2015, so a new intergovernmental agreement is needed. A staff draft was presented to Town Council for consideration which, if approved, will be effective on January 1, 2023. Mars Hill may have some suggested revisions, but those are anticipated to be minor in nature. Under the agreement neither jurisdiction would pay anything unless emergency water is actually purchased. *Vice Mayor McKenna made a motion to approve the proposed intergovernmental agreement with minor changes approved at staff level. Councilmember Chase seconded the motion. All voted in favor and the motion passed 6-0.* Staff will request that Town Council set an emergency water rate at Town Council's December regular meeting.
- Interconnection with Asheville: Currently there is no interconnection between Asheville's water system and Weaverville's water system. Asheville representatives have advised Town staff that Asheville will not approve the reestablishment of the interconnection without improvements to their transmission line and other significant improvements. The Town is, therefore, unable to obtain emergency or supplemental water from Asheville unless a large and costly capital project is undertaken at the Town's expense. If the Town decides to move forward with the Asheville interconnection project, it would take 4-5 years to complete and cost the Town approximately \$17 million total. In addition to the cost of the capital project, Weaverville would then have to expend a significant amount of money on an annual basis to reserve the capacity and purchase water.
- Interconnection with Woodfin: There is currently no interconnection between Woodfin Water District's water system and the Weaverville water system. The interconnection

between Woodfin Water District and the Asheville water system is operational and an agreement between those two entities allows Woodfin Water District to purchase 1 million gallons per day (GPD). They are currently purchasing approximately 500,000 GPD. Woodfin Water District also operates its own water treatment plant and have advised that it is agreeable to the reestablishment of an interconnection to provide water from its system to Weaverville. A moderate capital project and an interlocal agreement will be needed for this interconnection. If the Town pursued this option, the project would take 1-2 years to complete and cost the Town approximately \$750,000. Woodfin Water District representatives have also indicated that detailed hydraulic modeling is needed to confirm available flow quantities. It was also noted that Woodfin Water District's agreement with Asheville expires in 2029.

3. Review of Ivy River Reliable Yield Study Proposal

Town Manager Coffey presented council with information concerning the engineering firm CDM Smith and their proposal to investigate the reliable yield study for the Ivy River Water Intake. The time frame for this project to be completed is approximately five weeks. This investigation would cost approximately \$29,800. *Councilmember Jackson motioned to proceed with the Ivy River Reliable Yield Study Proposal and the related Budget Amendment. Councilmember Cordell seconded. All voted in favor. Motion passed 6-0.* It is expected that the results of the study should be available in January or February 2023.

4. Review and Discussion of Summary Options

A summary of options document was included in the agenda packet and briefly discussed.

5. Town Council Action and Direction

- a. Decision on Interlocal Agreement with Mars Hill for Emergency Water – see above
- b. Decision on proceeding with Woodfin Interconnection - *Councilmember Cordell motioned to direct Town staff to proceed with discussions with Woodfin Water District on re-establishing the interconnection between Weaverville water system and the Woodfin Water District system with details to be agreed upon at a later date. Councilmember Jackson seconded the motion. All voted in favor. Motion passed 6-0.*
- c. Decision on proceeding with Asheville Interconnection - *Councilmember Chase motioned to pause on proceeding with the Asheville interconnection until the Ivy River Reliable Yield Study results come back and the results of discussions with Woodfin Water District are known. Vice Mayor McKenna seconded the motion. All voted in favor of this motion. Motion passed 6-0.*
- d. Decision on Ivy River Reliable Yield Study Proposal and Budget Amendment – see above.
- e. Direction on other information needed for decision on WTP Expansion. – Vice Mayor McKenna noted that it would best if the reliable yield study results provided more than a “yes” or “no” answer to the question of whether the Ivy River could support a withdrawal of 3.0 million GPA. McKenna also suggested that Town staff work on materials regarding water conservation to share with the public. *There was consensus to wait on the results of the Ivy River Reliable Yield Study before a decision is made on the WTP expansion.* No additional information was identified as being needed by Town Council and appreciation was expressed at the information provided.

6. Adjournment.

Without objection, Mayor Fitzsimmons declared the meeting adjourned at approximately 7:05pm.

James Eller, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, November 21, 2022**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, November 21, 2022, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC, with remote electronic access by the general public via zoom.

Councilmembers present were: Mayor Fitzsimmons, Vice Mayor Jeff McKenna, and Councilmembers Andrew Nagle, John Chase, Catherine Cordell, and Michele Wood. Councilmember Doug Jackson was remotely present but did not participate in quorum or voting.

Staff members present were: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Clerk/Planning Director James Eller, Finance Officer Tonya Dozier, Deputy Clerk Grace Keith, Police Chief Ron Davis, Fire Chief Scottie Harris, Public Works Director Dale Pennell, Water Treatment Plant Supervisor Randall Wilson, and Zoom Room Coordinator Lauren Ward.

1. Call to Order

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

Mayor Fitzsimmons called for a moment of silence to reflect on the hate crimes that are occurring including the Colorado Springs tragedy.

2. Approval/Adjustments to the Agenda

Vice Mayor Jeff McKenna motioned to approve the agenda. All voted in favor of the motion to approve the agenda. Motion passed 6-0.

3. Conflicts of Interest Statement

Mayor Fitzsimmons noted that it is the duty of the Mayor and every Town Council Member to avoid both conflicts of interest and appearances of conflicts. Mayor Fitzsimmons asked if any member have any known conflict of interest or appearance of conflict with respect to any matters coming before Town Council.

Councilmember Chase disclosed a conflict of interest that he has regarding the water request at 480 Reems Creek Road noting that his co-worker and friend has a direct financial interest in the outcome of Town Council's decision on item 7E. Councilmember Cordell motioned to accept Councilmember Chase's recusal and excuse him from voting on item 7E regarding 480 Reems Creek Road. All voted in favor. Motion passed 6-0.

4. Consent Agenda

Councilmember Chase moved for the approval of the Consent Agenda. All voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 6-0.

- A. **October 24, 2022 Town Council Minutes** – *Minutes approved as presented*
- B. **Monthly Tax Report** – *Information only*
- C. **Budget Amendment – Police** – *Budget Amendment approved*
- D. **Renewal of Tailgate Market Memorandum of Understanding** – *Approved Memorandum of Understanding*

5. Town Manager's Report

Town Manager Coffey presented her Manager's report to Council which included the announcement that The Town was Awarded Certificate of Achievement Award for Excellence in Financial Reporting, as well as information related to the Christmas Parade, meeting dates during the Holidays, the need for a replacement of the Town Hall Audio System, and the 2023 Citizens Academy Program.

6. General Public Comment

General public comments may be submitted either during the meeting or in writing in advance of the meeting. Normal rules of decorum apply to all comments. The general public comments section of the meeting will be limited to 20 minutes and priority will be given to those commenters in attendance. Individuals presenting comments during the meeting are generally limited to 3 minutes. Written comments that are timely received will be provided to Town Council and read into the record during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and 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 more information please call (828) 645-7116.

Kate Lane, of the Weaverville Tailgate Market, spoke on behalf of the market to thank Town Council for allowing the market to use the community center. She spoke about her positive experience as a customer and farmer at the Weaverville Tailgate Market, and commented favorably on the ADA accessibility of the Community Center.

Dennis Pounder, the owner of 480 Reems Creek, introduced himself to Town Council and made himself available for questions concerning the water request related to 480 Reems Creek Road (Discussion Item 7E).

7. Discussion & Action Items

A. FY 2021 – 2022 Audit Presentation

Dan Mullinax, of Gould Killian CPA Group, PA, presented Town Council with the 2022 annual financial report which issued an unmodified opinion, reported no material weakness in internal control and reported no instances of noncompliance with laws and regulations

B. Weaverville ABC Audit Presentation

ABC Board Chair Rob Chason presented the fiscal year audit reporting that the ABC system remains profitable and in good financial standing.

C. Voluntary Annexation Petition – 171 Monticello Road

Town Attorney Jackson presented Council with information regarding a voluntary annexation petition for the 10.68 acres located at Monticello Road. Ms. Jackson noted that this property is contiguous to the primary municipal limits of the Town.

The annexation petition references an intent to develop a 168-unit multi-family apartment complex on the property consistent with a conditional district application also being submitted. Ms. Jackson noted that under a separate agenda item Town Council will be given an opportunity to initially consider the application and offer preliminary comments to the owner/developer and Planning Board.

Councilmember Wood motioned that Town Council adopt the proposed Resolution directing the Clerk to investigate the sufficiency of Voluntary Annexation Petition 2022-2 received for property located at 171 Monticello Road. Motion passed 4-2 with Councilmembers Cordell and Nagle voting no.

D. Initial Consideration of Conditional District – 171 Monticello Road

Planning Director James Eller asked for Town Council’s initial consideration of the Conditional District Application as required by Town Code § 20-3203(e)(1). This application reflects a proposed project consisting of a 168-unit multi-family apartment complex on 10.68 acres. Mr. Eller noted that this step is intended to provide Town Council with an opportunity to express any preliminary thoughts related to the application but shall not serve as a final determination. A referral of the application to the Planning Board for a full review and recommendation is also needed.

Vice Mayor McKenna motioned to approve the Resolution referring the Conditional District Application submitted for 171 Monticello Road to the Planning Board for review and recommendation with amendments to add the following comments: installation of safe pedestrian access to the Northridge Commons shopping center through the use of sidewalks and crosswalks is critical for this project; buffering between neighboring properties should be maximized with a preference for some of the buffering to be undisturbed vegetation; a redesign of the project to push development to the middle of the property or to the side of the property that is currently undeveloped should be considered; the location of the pool appears to be too close to the neighboring property; density was raised as a concern by at least one Councilmember parking spaces being below what Town Code would require is not a concern.. Motion passed 5-1 with Councilmember Nagle voting no.

E. Water Request – 480/484 Reems Creek Road

Public Works Director Dale Pennell provided Council with information regarding a water extension application for a proposed multifamily housing development that is currently known as 480/484 Reems Creek. This application requests 67,200 gallons per day off of a new 6-inch water line for a proposed townhouse development consisting of 160 dwelling units.

The Public Works Director, who also serves as the Town Engineer, has reviewed the request, and has found that, at this time, there is sufficient capacity within the Town’s water system to accommodate this request without any adverse effects on service to the Town’s current water customers.

Mr. Pennell noted that an annexation petition was not submitted with the water request. Warren Sugg of CDC, a representative of the developer, did indicate that an annexation petition had been submitted to the Town (after the agenda packet had been prepared and distributed).

There was consensus for Town Council to consider the water request after the annexation petition was formally received by Town Council during its December 19, 2022, regular meeting. Action to approve the Water Extension Request could be taken during this upcoming meeting and could be conditioned upon annexation.

F. Recreation Complex Site Design Proposal and Budget Amendment

Public Works Director Pennell presented Council with the financial breakdown of the landscape architectural services received from SiteWork Studios. The Town Manager and Public Works Director recommend that Town Council approve the proposal so that this project can move forward with construction and installation anticipated to begin in the Spring of 2023 with the hope that the complex would be operational in July 2023.

Mr. Pennell noted that this project is currently under a capital project ordinance and currently has a balance of \$261,154.79, but this expenditure has not been authorized. If Town Council wishes to approve the proposal, a budget amendment is needed to authorize this expenditure.

Vice Mayor Jeff McKenna motioned to approve the proposal from SiteWorks Studio without the neighborhood input session and to approve the related budget amendment. All voted in favor. Motion passed 6-0.

G. Town Council Board and Committee Assignments

Without any objection, Councilmember Wood will be serving as the Town Council Liaison to the Planning Board beginning with the Planning Board's December meeting.

Mayor Fitzsimmons motioned to appoint Councilmember Cordell to the French Broad River Metropolitan Planning Organization Board. All voted in favor, motion passed 6-0.

H. Quarterly Report – Police Department

Police Chief Davis presented the Town Council with the quarterly report regarding activities, response times, and crime reports.

I. Quarterly Report – Fire Department

Fire Chief Harris presented the Town Council with the quarterly report regarding the Fire Department.

8. Adjournment.

Without objection, Mayor Fitzsimmons declared the meeting adjourned. Meeting adjourned at approximately 7:45 pm.

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2022
SUBJECT: Monthly Tax Report
PRESENTER: Finance Director
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County provides the following monthly tax report for November 2022.
This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2022-2023**

**Tax Year 2022
Summary for YTD November 2022:**

Original Billed Amts	\$	3,986,152
Abs Adj (Adjustments by Assessor)	\$	(245)
Bill Releases	\$	(33)
Discovery Levy	\$	5,720
Additional Levy	\$	-
Net Levy	\$	3,991,593
Total Current Year Collections	\$	1,990,230
% Collected		49.86%
Total Left to be Collected:	\$	2,001,363
Prior Years Tax Paid	\$	811
Prior Years Interest Paid	\$	62

Date run: 12/6/2022 4:12:30 PM

TR-401G Net Collections Report

NCPTS V4

Data as of: 12/5/2022 11:31:32 PM

Report Parameters:

Date Sent to Finance Start: Min - November 1, 2022 Date Sent to Finance End: Max - November 30, 2022 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

Tax Year: 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003
Year For: 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, Collapse
Districts: N

Default Sort-By: Tax Year Grouping: Tax District, Levy Type

Fiscal Year Activity from July 1, 20XX to November 30, 2022														Activity from November 1, 2022 to November 30, 2022			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Net Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	% Coll.	% Uncoll.	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Assessor Refunds (\$)	Additional Levy (\$)
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,870.41		0.00	0.00	1.06	0.00	0.00	0.00	0.00	0.00
2020	0.00	0.00	4,870.41	0.00	0.00	0.00	0.00	11,389.19		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2019	0.00	0.00	11,389.19	0.00	0.00	0.00	0.00	4,892.70		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	4,892.70	0.00	0.00	0.00	0.00	316.01		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	316.01	0.00	0.00	0.00	0.00	39.57		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	39.57	0.00	0.00	0.00	0.00	64.92		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	64.92	0.00	0.00	0.00	0.00	100.08		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	100.08	0.00	0.00	0.00	0.00	6.70		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	6.70	0.00	0.00	0.00	0.00	1,020.36		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2012	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00	0.00	NA	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	730.74	NA	0.00	0.00	0.00	0.00
2011	0.00	730.74	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.59	NA	0.00	0.00	0.00	0.00
	0.00	12.59	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,443.27	0.00	1.06	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE		LEVY TYPE: LATE LIST PENALTY											
2022	2,555.97	0.92	0.80	733.13	3,287.38	1,615.18	1,672.20	276.32	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	1,615.18	0.00	0.00	49.13%	50.87%	0.00	0.00	0.00	0.00	0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,379.27	34.65	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	4,379.27	0.00	0.00	99.21%	0.79%	0.00	0.00	0.00	0.00	0.00	0.00
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	6,669.09	378.50	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	6,669.09	231.82	0.00	94.63%	5.37%	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	5,088.12	545.00	2.30	9,976.25	14,748.89	12,663.54	2,085.35	276.32	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE		LEVY TYPE: TAX											
2022	3,986,151.82	245.24	33.03	5,719.53	3,991,593.08	1,990,230.38	2,001,362.70	1,167,394.26	0.00	0.00	0.79	0.00	0.00
	0.00	0.00	1,990,230.38	0.00	0.00	49.86%	50.14%	0.00	0.00	0.00	0.00	0.00	0.00
2021	3,717,652.88	3,168.26	34.73	14,153.16	3,729,129.89	3,724,350.34	4,779.55	11.15	0.00	0.00	0.00	0.00	0.00
	5.92	3,724,356.26	526.84	0.00	0.00	99.87%	0.13%	0.00	0.00	0.00	0.00	0.00	0.00
2020	3,354,216.35	5,999.72	59.94	22,850.56	3,373,734.01	3,370,675.36	3,058.65	0.00	0.00	0.00	0.00	0.00	0.00
	1,451.48	3,372,126.84	2,726.76	0.00	0.00	99.91%	0.09%	0.00	0.00	0.00	0.00	0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	71,719.36	0.00	0.00	100%	0%	0.00	0.00	0.00	0.00	0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	66,539.41	0.00	0.00	100%	0%	0.00	0.00	0.00	0.00	0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	82.56	0.00	0.00	100%	0%	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	11,199,483.73	9,413.22	3,249.05	42,723.25	11,232,798.31	9,223,597.41	2,009,200.90	1,167,405.41	0.00	0.00	0.79	0.00	0.00
TAX DISTRICT: WEAVERVILLE		LEVY TYPE: WEAVERVILLE TAX											
2019	49,954.82	0.00	191.19	0.00	49,763.63	43,545.59	6,218.04	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	43,545.59	0.00	0.00	87.50%	12.50%	0.00	0.00	0.00	0.00	0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	914.17	0.00	0.00	58.11%	41.89%	0.00	0.00	0.00	0.00	0.00	0.00
2017	771.97	0.00	2.21	0.00	769.76	145.15	624.61	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	145.15	0.00	0.00	18.86%	81.14%	0.00	0.00	0.00	0.00	0.00	0.00

12

2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %						
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %						
2014	2,126.15	0.00	5.98	0.00	2,120.17	23.32	2,096.85	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	23.32	0.00	0.00	1.10 %	98.90 %						
2013	570.35	0.00	0.00	0.00	570.35	1.15	569.20	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	1.15	0.00	0.00	0.20 %	99.80 %						
2012	752.46	0.00	111.58	0.00	640.88	204.72	436.16	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	31.94 %	68.06 %						
2011	1,636.85	0.00	0.00	0.00	1,636.85	0.00	1,636.85	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0 %	100 %						
2010	277.25	0.00	0.00	0.00	277.25	0.00	277.25	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0 %	100 %						
Sub.	58,085.40	0.00	325.40	0.00	57,760.00	45,162.59	12,597.41	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	45,162.59	0.00	0.00	78.19 %	21.81 %						
Total	11,262,657.25	9,958.22	3,576.75	52,699.50	11,305,307.20	9,304,866.81	2,023,883.66	1,167,682.79	0.00	0.00	0.79	0.00	0.00
		1,457.40	9,306,324.21	3,485.42	0.00	82.10 %	17.90 %						

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 19, 2022
Subject: Budget Amendment – Police, Fire
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

The Town collected an additional **\$10,435.00** in Cops for Kids donations in November - December 2022, bringing the fiscal year-to-date total to \$12,785.00.

The Town received a private donation of **\$50.00** for the Fire Department in December 2022.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2022-2023 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2022-2023

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26608	Cops for Kids (Expenditure)	\$10,435.00
040-430-434-26600	Fire - Contributory Expense	\$50.00

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-09028	Cops for Kids (Revenue)	\$10,435.00
040-004-300-09026	Contributions Fire Dept	\$50.00

Justification: Please provide a brief justification for this budget amendment. *Cops for Kids donations received Nov-Dec 2022; Donation to Fire Dept received Dec 2022.*

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

Budget Ordinance Section 7:

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2022
SUBJECT: Fee Schedule Amendment – Emergency Water Rate
PRESENTER: Town Manager Selena Coffey
ATTACHMENTS: Proposed Fee Schedule Amendment (Water Section Only)
Intergovernmental Agreement

DESCRIPTION/SUMMARY OF REQUEST:

The Towns of Weaverville and Mars Hill have both approved and executed the Intergovernmental Agreement regarding short-term emergency water with an effective date of January 1, 2023. Town Council will now need to set an emergency water rate as called for in the agreement.

Staff recommends that the fee schedule be amended to add an emergency water rate of \$4.15 per 1,000 gallons. The methodology used to establish this recommended rate is the cost of production plus 10%. The 10% is added to cover any expenses related to turning the emergency water on and off, flushing of the line, and line repair and maintenance.

COUNCIL ACTION REQUESTED:

Town Council adoption of the fee schedule amendments related to the emergency water rate with an effective date of January 1, 2023. The following motion is proposed:

I move the adoption of the fee schedule amendment to establish an emergency water rate with an effective date of January 1, 2023.

**FY 2022-2023 FEE SCHEDULE
TOWN OF WEAVERVILLE**

Adopted June 27, 2022 (with amendments through December 19, 2022)
Effective July 1, 2022

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WATER DEPARTMENT

Administrative Water Fees

Account Establishment Service Charge	\$25.00
Seasonal Reconnect Fee	\$20.00
Reconnect Fee	\$60.00
Flow Test Fee for Fire Systems	\$40.00
Meter Testing at Customer Request (charged only if meter is operational).....	\$40.00

Water System Account Deposits

Size of Connection	Inside Town Limits Amount	Outside Town Limits Amount
5/8" and 3/4"	\$80.00	\$160.00
1"	\$100.00	\$200.00
1 1/2"	\$180.00	\$360.00
2"	\$300.00	\$600.00
3"	\$600.00	\$1,200.00
4"	\$1,000.00	\$2,000.00

Water Leak Protection

The following respective monthly fee shall be assessed on all water customers with water lines that are 2-inches or less in diameter, subject to opt-out provisions of the water leak protection policy.

Type of Meter	Monthly Fee
Residential – Single Meter	\$1.25
Commercial – Single Meter	\$3.45
Commercial – Master Meter	\$6.90

Water Rates

Water rates for water used INSIDE the Corporate limits of the Town:

The first 3,000 Gallons or fraction thereof used monthly.....	\$9.50 per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly	\$10.48 per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$11.37 per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$12.30 per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$13.19 per 1,000 gallons

Water rates for water used OUTSIDE the Corporate limits of the Town:

The first 3,000 Gallons or fraction thereof used monthly.....	\$19.00 per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly	\$20.96 per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$22.74 per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$24.60 per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$26.38 per 1,000 gallons

Minimum Monthly Water Charges

The minimum monthly charge for water service shall be according to the size of the meter through which water is delivered to each customer in accordance with the following schedule:

Meter Size	Minimum Monthly Usage	Inside Town	Outside Town
5/8" – 3/4"	1,000 gallons	\$9.50	\$19.00
1"	6,000 gallons	\$59.94	\$119.88
1 1/2"	11,200 gallons	\$114.44	\$228.88
2"	18,200 gallons	\$187.80	\$375.60
3"	36,200 gallons	\$386.40	\$772.80
4"	58,500 gallons	\$639.96	\$1,279.92
6"	112,000 gallons	\$1,248.25	\$2,496.50
8"	180,000 gallons	\$2,021.41	\$4,042.82
10"	258,000 gallons	\$2,962.21	\$5,924.42

Bulk Water Rates.....\$0.05 per gallon subject to a minimum charge of \$25.00

Emergency Water Rates.....\$4.15 per 1,000 gallons

Tap Charges Including Re-Taps (Inside & Outside Customers)

Meter Size	Tap Fee
5/8" and 3/4"	\$1,200.00
1"	\$1,750.00
1 1/2"	\$3,750.00
2"	\$4,650.00

Water System Development Fees (Inside & Outside Customers)

Size of Connection	Rated Maximum Capacity	System Development Fees
5/8" and 3/4"	20 gallons	\$2,232.00
1"	50 gallons	\$5,580.00
1 1/2"	100 gallons	\$11,160.00
2"	160 gallons	\$17,856.00
3"	300 gallons	\$35,712.00
4"	500 gallons	\$55,800.00
6"	1,000 gallons	\$111,600.00

Water System Availability/Commitment and Waterline Extension

Application Fee\$100.00

Non-Refundable Application Fee for 1" or larger meters and multi-lot/multi-unit development

Water System Availability/Commitment Fees (Inside & Outside Customers)

For all multi-lot or multi-unit developments, the availability/commitment fee shall apply to each meter to be set based upon connection size.

Meter Requested	Inside Town Limits	Outside Town Limits
5/8" and 3/4"	\$35.00	\$70.00
1"	\$50.00	\$100.00
1 1/2"	\$100.00	\$200.00
2"	\$160.00	\$320.00
3"	\$300.00	\$600.00
4"	\$500.00	\$1,000.00
6"	\$1,000.00	\$2,000.00

Charges for Fire Line Connection

Monthly Charge for Fire Connection

All fire line connections on the water system for the Town of Weaverville shall be subject to a monthly charge based upon the square inch size of the line at the following rates:

INSIDE Corporate limits of the Town: \$2.14 per square inch/month

OUTSIDE Corporate limits of the Town: \$4.28 per square inch/month

Fire line charges shall be levied by the Water Department according to the following schedule:

Diameter of Fire Line	Square Inch Size	Inside Town	Outside Town
2" and smaller	3.14	\$6.72	\$13.44
3"	7.07	\$15.13	\$30.26
4"	12.56	\$26.88	\$53.76
6"	28.26	\$60.48	\$120.95
8"	50.24	\$107.51	\$215.03
10"	78.50	\$167.99	\$335.98

Consumption of Water from Fire Line

If during any month the detector-check valve meter for the fire line shows any consumption and the consumption is not related to testing of fire lines or firefighting activity, the customer (owner) shall be fined \$1,000 and such amount shall be added to the bill along with the monthly fire connection charge. If the customer (owner) believes that a fine has been mistakenly charged the matter should be handled through the Town's Grievance Policy and Procedures.

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF WEAVERVILLE AND
THE TOWN OF MARS HILL**

This **INTERGOVERNMENTAL AGREEMENT** is made and entered into this 1st day of January, 2023, by and between the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Weaverville”) and the Town of Mars Hill, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Mars Hill”).

WHEREAS, municipalities are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. § 160A-461 and Article 20 of Ch. 160A of the N.C. General Statutes;

WHEREAS, Weaverville and Mars Hill each own and operate a water system in and around their respective municipal jurisdictions;

WHEREAS, an interconnection between the Weaverville and Mars Hill water systems was constructed around 2009 in order to allow Weaverville to provide Mars Hill with an emergency water during emergency situations;

WHEREAS, as constructed the interconnection provides a bi-directional flow of water between the Weaverville and Mars Hill water systems;

WHEREAS, Weaverville and Mars Hill both have an important public interest in having a short-term emergency water supply which could be provided through the existing interconnection should that need arise;

WHEREAS, both parties intend to proceed cooperatively in utilizing water resources and facilities to support their respective service areas during short term emergencies as defined herein;

WHEREAS, this Agreement establishes each party’s reciprocal commitment to provide short term emergency water to the other;

NOW THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein and accruing to the benefit of each of the parties hereto, the parties hereby agree to the following:

EFFECTIVE DATE: This Agreement shall become effective January 1, 2023. This Agreement is in place of, supersedes, and replaces any previously executed Interlocal agreement, contract, or memorandum of understanding on this subject, including specifically the Contract dated October 20, 2008.

TERM: This Agreement shall be in effect until terminated in accordance with the provisions of this Agreement.

TERMINATION: In addition to immediate termination for non-payment as provided herein, either party may terminate this Agreement for any reason, or for no reason, upon 180 days’ advance written notice to the other party. The Parties may also terminate this Agreement at any time by mutual agreement.

SUSPENSION: Either party may suspend this Agreement for cause if, in the reasonably exercised opinion of the Weaverville Water Director or the Mars Hill Water Director, the public health or safety would be endangered due to the continued delivery of water pursuant to this Agreement. Upon suspension of this Agreement, the suspending town will immediately provide written notice to the other party of the reason for the suspension. Subject to provisions for termination without cause, upon written notice of correction by the Director of the other party, the Director of the suspending party shall cease suspension unless, in the suspending Director's opinion accompanied by written notice to the other Director, there remains cause for suspension.

AMENDMENTS: This Agreement may be amended only by approval of the Weaverville Town Council and the Mars Hill Mayor and Board of Aldermen.

SHORT-TERM EMERGENCY WATER NEEDS DEFINED: The parties hereto acknowledge and agree that this Agreement is for the provision of water for short term emergency purposes only. For the purposes of this Agreement, the following may constitute an emergency justifying a request for water delivery under this Agreement:

- a. Need for water due to water treatment capacity failure;
- b. Need for water due to a sudden loss of water pressure or interruption of water service in part of a distribution system due to a failure of infrastructure (with repairs anticipated to require more than 48 hours to repair);
- c. Need for water due to an unusual, significant, and unaccounted for increase in water demand resulting in low pressure or low water storage levels in the requestor's distribution system;
- d. Need for additional water supply due to a major fire demand;
- e. Need for a supplemental water source due to drought, for as long as a public notification of mandatory conservation restrictions exist and supplying water party has adequate water to supply;
- f. Need for supplemental water when the requestor's available daily water pumping and treatment capacity has reached 120% of the projected peak daily demand of the water system for more than five (5) days where daily demand is based upon the most recent water supply plan approved by the State of North Carolina;
- g. Other needs that in the opinion of the Water Director of both parties are sufficient for implementing a water transfer as governed by this Agreement.

Unless an extension is approved by the supplying Director, the commitment for temporary water supply shall not exceed the following time periods: (1) 24 hours following the extinguishment of a fire, (2) 30 days for all other emergencies.

SHORT TERM EMERGENCY WATER COMMITMENT:

During an emergency situation, Weaverville will commit to deliver treated water to Mars Hill in an amount that will not have a detrimental effect on Weaverville's water system or service to its existing customers, as determined by Weaverville's Water Director or the

Director's designee.

During an emergency situation, Mars Hill will commit to deliver treated water to Weaverville in an amount that will not have a detrimental effect on Mars Hill's water system or service to its existing customers, as determined by Mars Hill's Water Director or the Director's designee.

LIMITATIONS ON SERVICE:

The supplying of water as described herein is subject to all limitations provided by the supplying party's water policies.

At its sole discretion, the supplying party may temporarily reduce or terminate flow to the receiving party in the interest of public health and safety. In the event of interruption of service caused by line breaks, natural disasters and like events, the obligation of the supplier shall be to make sure repairs as reasonably as possible so that the delivery of water to the receiving party will not be unnecessarily interrupted nor the failure to deliver water prolonged for an unreasonable amount of time.

There is no obligation on the part of either town to institute water shortage protocols in order to provide the other with emergency water.

Nothing herein shall be construed as requiring the provision of water when doing so would unreasonably limit the capacity of the other town to serve its own customers.

Nothing herein shall be construed as requiring the provision of water when doing so would cause a violation of any federal, state, or local law, rule, or regulation.

COST OF SERVICE:

Except as provided herein, neither town will be obligated to provide the other with any fee or assessment related to water services, such as water system development fees, capacity depletion fees, meter fees, or minimum monthly charges.

All emergency water provided under this Agreement shall be metered in the normal manner and billed monthly for the duration of the delivery of water.

The receiving party shall pay to the supplying party a consumption charge calculated at the supplying party's emergency water rate, as established at the time of consumption. Weaverville's volume charge is based on units of 1,000 gallons. Mars Hill's volume charge is based on units of 1,000 gallons.

Each party shall have the right to adjust its emergency water rate on an annual basis.

Failure to timely pay amounts when due shall be a breach of this Agreement. Failure to pay within 30 days of notice of non-payment will be cause for immediate termination of this Agreement without further notice to the defaulting party.

CONNECTION POINT:

Both parties recognize that the interconnection between the Weaverville water system and the Mars Hill water system is located at 901 Old Mars Hill Highway in the

unincorporated portion of Buncombe County, NC. This interconnection consists of a concrete vault containing a 3-inch meter serving Mars Hill, a 3-inch meter serving Weaverville, and other appurtenances, housed within a chain link security fence.

Each party has the right to test the meters at this connection point for accuracy and to calibrate, repair or replace meters or modify the metering assembly as needed for proper operation.

The water supplied at this interconnection shall be at a reasonably adequate and consistent pressure under average flow conditions to provide emergency water. It is acknowledged that at the time of execution of this Agreement the flow pressure on the Mars Hill line is approximately 225 psi and the flow pressure on the Weaverville line is approximately 145 psi, both of which are adequate to provide the other with emergency water.

The supplying party may at any time proposed improvements to the water system (such as a new booster pump or a pressure reducing valve), which increases or decreases the consistent pressure provided subject to the minimum pressure specified above, and must giving the receiving party advanced written notice before implementing such system improvements.

The parties estimate that the current cumulative capacity at this interconnection to be about 400,000 gallons of treated water per day. This estimate is not a limit on capacity should the interconnections prove capable of transferring more water between the two systems.

DUTIES OF THE SUPPLYING PARTY: The supplier shall at all times operate and maintain its system in a good state of repair to permit delivery of a dependable source of water for distribution to the receiving party's system, normal service interruptions excepted.

DUTIES OF THE RECEIVING PARTY: The receiving party shall install and maintain, at its sole expense, all necessary backflow devices as required by the supplying party. The supplier may inspect these devices and require the receiving party to test, repair, and replace them. The expense of repair and replacement of backflow devices shall be borne by the receiving party. Failure to repair or replace backflow devices within a reasonable time as determined by the supplying Director shall constitute endangerment of public health and safety for all purposes herein.

The receiving party shall be held liable for any detrimental backflow occurrence into the supplier's water system and the receiving party shall indemnify the supplier for all costs associated with a backflow occurrence resulting from the receiving party's negligent actions or omissions, if so proven.

GENERAL PROVISIONS:

1. This Agreement shall be subject to federal and state laws, rules, and regulations as they may from time-to-time be amended.

2. A party affected by any change in such laws, rules, or regulations, shall notify the other party within a reasonable time of any change affecting the rights and obligations under this Agreement.
3. Each party acknowledges that the receiving party is purchasing this water for resale to its customers. The supplying party implies no warranty or responsibility for water quality or quantity beyond the receiving party's connection.
4. The receiving party shall indemnify and hold harmless the supplying part, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence, reckless, or willful misconduct of the receiving party, its employees or agents, in connection with this Agreement.
5. The supplying party shall indemnify and hold harmless the supplying part, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence, reckless, or willful misconduct of the supplying party, its employees or agents, in connection with this Agreement.
6. This Agreement is not to be construed as creating any intended third-party beneficiaries and may only be enforced by the parties hereto and their successors and assigns.
7. This Agreement shall not be construed as a purchase of capacity in the water systems owned and operated by the supplying party nor shall this Agreement be deemed to be a dedication of capacity within such water systems solely to or for the benefit of the receiving party nor shall the receiving party be expected to pay any portion of the operation and maintenance costs of the supplier's water production system or distribution system or both, other than the payment of the purchase price of the water supplied under this Agreement. Modifications requested by the receiving party to facilitate the transfer of water shall be the responsibility of and be constructed at the expense of the receiving party.
8. This Agreement is between the Town of Weaverville and the Town of Mars Hill and shall not be construed as creating a contractual relationship between the party supplying water and any particular customer of the receiving party, nor shall any customer of the receiving party have any right or cause of action directly against the party supplying water because of this Agreement. Any such person is an incidental beneficiary and not an intended beneficiary of this Agreement.
9. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
10. This Agreement is executed in North Carolina and its provisions shall be construed in accordance with the laws of North Carolina. Exclusive venue for any action concerning construction or breach of this Agreement shall be in the courts of Buncombe County or Madison County, North Carolina. Both parties hereby submit their persons to the jurisdiction of such courts for the purpose of any such action.

11. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Weaverville: Weaverville Town Manager
 P.O. Box 338
 Weaverville, NC 28787

 Weaverville Water Director
 P.O. Box 338
 Weaverville, NC 28787

To Mars Hill: Mars Hill Town Manager
 P.O. Box 368
 Mars Hill, NC 28754

 Mars Hill Water Director
 P.O. Box 368
 Mars Hill, NC 28754

All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

12. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
13. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
14. The exclusive remedy for the reduction or termination of water to be supplied under this Agreement shall be injunctive relief.
15. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
16. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.
17. This Agreement is expressly non-assignable without prior written consent and approval by the non-assigning party. This Agreement may not be continued by a successor to either party without the written consent of the other party.
18. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of their respective municipal corporations, to grant the rights granted under this Agreement, and to undertake the obligations set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed in their respective names, the day and year first above written.



TOWN OF WEAVERVILLE

By: *P. Fitzsimmons*

Patrick Fitzsimmons, Mayor

Date: 11/21/2022

Attested by:

James Eller

James Eller, Town Clerk



TOWN OF MARS HILL

By: *John L. Chandler*

John L. Chandler,

Mayor Date: 12/5/2022

Attested by:

Stuart L. Jolley

Stuart L. Jolley, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, December 19, 2022
Subject: 2023 Town Council Meeting and Holiday Schedule
Presenter: Town Manager Selena Coffey
Attachments: 2023 Meeting & Holiday Schedule

Description:

Annually, the Town Manager is directed to present a schedule for Town Council meetings and workshops, as well as presentation of the Town’s holiday schedule, which is based on the State of North Carolina’s holiday schedule. The attached Council meeting and workshop schedule mirrors the schedule approved for 2022 and the holiday schedule mirrors the State’s holiday schedule.

Council Action Requested:

The Town Manager recommends Town Council’s approval of the attached 2023 Town Council Meeting and Holiday Schedule.

2023 Town Council Meeting and Holiday Schedule

Town Council Meetings held in Town Council chambers at Town Hall (30 South Main Street, Weaverville) unless otherwise noticed publicly.

Monday, January 2, 2023	New Year's Holiday – Town Offices Closed
Monday, January 16, 2023	Martin Luther King Jr. Holiday – Town Offices Closed
Tuesday, January 17, 2023	Town Council Workshop at 6:00pm
Monday, January 23, 2023	Regular Town Council Meeting at 6:00pm
Tuesday, February 21, 2023	Town Council Workshop at 6:00pm
Monday, February 27, 2023	Regular Town Council Meeting at 6:00pm
Tuesday, March 21, 2023	Town Council Workshop at 6:00pm
Monday, March 27, 2023	Regular Town Council Meeting at 6:00pm
Friday, April 7, 2023	Good Friday Holiday – Town Offices Closed
Tuesday, April 18, 2023	Town Council Workshop at 6:00pm
Monday, April 24, 2023	Regular Town Council Meeting at 6:00pm
Tuesday, May 16, 2023	Town Council Workshop at 6:00pm
Monday, May 22, 2023	Regular Town Council Meeting at 6:00pm
Monday, May 29, 2023	Memorial Day Holiday – Town Offices Closed
Tuesday, June 20, 2023	Town Council Workshop at 6:00pm
Monday, June 26, 2023	Regular Town Council Meeting at 6:00pm
Tuesday, July 4, 2023	Independence Day Holiday – Town Offices Closed
Tuesday, July 18, 2023	Town Council Workshop at 6:00pm
Monday, July 24, 2023	Regular Town Council Meeting at 6:00pm
Tuesday, August 15, 2023	Town Council Workshop at 6:00pm
Monday, August 28, 2023	Regular Town Council Meeting at 6:00pm
Monday, September 4, 2023	Labor Day Holiday – Town Offices Closed
Tuesday, September 19, 2023	Town Council Workshop at 6:00pm
Monday, September 25, 2023	Regular Town Council Meeting at 6:00pm
Tuesday, October 17, 2023	Town Council Workshop at 6:00pm
Monday, October 23, 2023	Regular Town Council Meeting at 6:00pm
Friday, November 10, 2023	Veterans Day Holiday – Town Offices Closed
Tuesday, November 14, 2023	Town Council Workshop at 6:00pm
Monday, November 20, 2023	Regular Town Council Meeting at 6:00pm
Thursday-Friday, November 23-24, 2023	Thanksgiving Holidays – Town Offices Closed
Tuesday, December 12, 2023	Town Council Workshop at 6:00pm
Monday, December 18, 2023	Regular Town Council Meeting at 6:00pm
Monday-Wednesday, December 25-27, 2023	Christmas Holidays – Town Offices Closed

In accordance with the Town of Weaverville Personnel Policy, Article VII, Section 2(a), The Town provides paid holidays consistent with the State's holiday schedule, and includes any personal observance leave or floating holiday provide to State employees.



December 2022

Music on Main WBA Event – Save the Date

The Weaverville Business Association will be hosting their Music On Main Event on Saturday, June 10, 2023.

Tree City Application Submitted

For Council's information, staff has submitted our Tree City application for the year. I will update you when we receive the designation.

Update on the MS4 Stormwater Program

Staff has continued to work on its required stormwater program but progress on the plan review has been slow due to a backlog of cases at the North Carolina Department of Environmental Quality (NCDEQ). The Town's draft plan was submitted to NCDEQ in March of 2021 and was just preliminarily reviewed last month. The Town Attorney and Public Works Director will be working to revise the draft plan based on initial comments and submit it to NCDEQ in January 2023 for final review. They will also be working to complete the annual report (over 500 lines of an Excel spreadsheet) that is due to be submitted to NCDEQ by the end of the calendar year. We anticipate the issuance of the Town's new NPDES permit with an effective date of not earlier than July 1, 2023.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, December 19, 2022
Subject: Introduction of Buncombe County Schools Superintendent Dr. Rob Jackson
Presenter: Town Manager Selena Coffey
Attachments: None

Description:

Superintendent Rob Jackson, Buncombe County Schools new leader, has requested the opportunity to introduce himself to the Mayor and Town Council. He will provide brief comments and respond to questions from the Mayor and Town Council.

A bio for Dr. Jackson is provided below:

A native of Buncombe County, Dr. Jackson grew up and attended school in Swannanoa. After serving in the United States Navy, he began his career in education as a student data manager and summer custodian as he worked his way through Asheville-Buncombe Technical Community College and Western Carolina University to earn his degree to become a teacher. Dr. Jackson worked in Buncombe County Schools for nine years, as a classified employee and then an elementary school teacher. Dr. Jackson also has a notable history as a school administrator serving as an assistant principal in Gaston County and as a principal in three schools in Union County. In Union County, Dr. Jackson had the unique honor of serving as the inaugural principal for two different schools, Marvin Elementary School and Cuthbertson High School. In 2014, Dr. Jackson was named Superintendent of Edenton-Chowan Public Schools in eastern North Carolina, a position he held for six years before being named to his current role as Superintendent of Carteret County Public Schools.

Over the past several years, Dr. Jackson has received multiple recognitions for his leadership, including being named the North Carolina High School Athletic Association's Superintendent of the Year, a Dr. Sam Houston Superintendent Leadership Award recipient, and the Dr. Brad Sneed Superintendent Leadership Award winner from the North Carolina School Superintendent Association. Dr. Jackson was also honored as the 2011 Wells-Fargo North Carolina State Principal of the Year and as the North Carolina High School Principal of the Year by the North Carolina Principals and Assistant Principals Association.

Dr. Jackson earned his Bachelor of Science and Master of School Administration degrees from Western Carolina University and holds an Education Specialist Degree and Doctor of Education from Wingate University.

Council Action Requested:

No action requested.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2022

SUBJECT: 480 Reems Creek Road Project – Water, Annexation and Zoning – Set Public Hearings

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Certificate of Sufficiency with Annexation Petition; GIS Map; R-3 Zoning Application; Updated Water Application and Recommendation from Public Works Director (email dtd 12/12/22)

DESCRIPTION/SUMMARY OF REQUEST:

An annexation petition (complete as of 12/12/22) and zoning map amendment were submitted to the Town for the contiguous annexation and R-3 zoning of properties known as 480 Reems Creek Road. Town Council considered the water request associated with this project at its meeting last month, but it has been amended to reflect a lower unit count consistent with R-3 zoning. What is now proposed is a traditional R-3 zoning district that will allow 139 townhouses (reduced from 160 townhouses) on approximately 17.4 acres.

With the assistance of the Town Attorney, the Town Clerk has investigated the sufficiency of the annexation petition and certifies that the petition is sufficient and complete for a contiguous annexation into the Town of Weaverville.

The Planning Board will review the R-3 zoning request for these properties at its meeting on January 3, 2023, and is expected to have its recommendation completed at that meeting.

Both the annexation and the R-3 zoning require public hearings. Staff will be available to assist Town Council with selecting a date for that purpose.

Town Council is also asked to consider taking action on the water request which includes an extension of the Town’s water system through the development and a commitment to provide 58,380 gallons per day of water (down from 67,200 gpd) to serve the 139 townhouses. As with the original water request, the Public Works Director has found that, at this time, there is sufficient capacity within the Town’s water system to provide this project with water without affecting existing customers. The Town Manager recommends approval of this request. A public hearing on this water request is not required, so action is appropriate at this time.

COUNCIL ACTION REQUESTED:

Town Council is asked to: (1) set the public hearings on both the annexation and the R-3 zoning request, and (2) consider approval of the water request conditioned upon annexation.

**CERTIFICATE OF SUFFICIENCY OF
ANNEXATION PETITION 2022-3
+/- 17.4 ACRES ON REEMS CREEK ROAD**

TO THE WEAVERVILLE TOWN COUNCIL:

I, James Eller, Weaverville Town Clerk, do hereby certify that I have investigated Voluntary Annexation Petition No. 2022-3 submitted by Ricky Lee Ponder and Dennis Russell Ponder and have found as a fact that the Petition is signed by all the owners of the real property lying in the area described therein and that the area to be annexed is contiguous to the Town's primary boundary.

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

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 12th day of December, 2022.



JAMES ELLER, Town Clerk



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

Submittal Date: 12/2/2022
 Date Fee Paid: 12/12/2022
 Petition No: 2022-3

**STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE**

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Weaverville, Buncombe County, North Carolina.
2. The area to be annexed is contiguous, non-contiguous (satellite) to the Town of Weaverville, North Carolina, and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. § 160A-31(f), unless otherwise stated in the annexation agreement/ordinance.
4. The property and property owner information is as follows:

(RICKY-PONDER @ CHARTER.NET

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
RICKY LEE PONDER DENNIS RUSSEL PONDER 480 PEENS CREEK ROAD	828-337-8309 828-712-4213	011E/0795 0022/0019 9752-25-2483	Ricky L. Ponder Dennis Russell Ponder
RICKY LEE PONDER DENNIS RUSSEL PONDER 93999 PONDER ROAD	828-337-8309 828-712-4213	011E/0185 0022/0019 9752-25-5201	Ricky L. Ponder Dennis Russell Ponder
RICKY LEE PONDER DENNIS RUSSEL PONDER	828-337-8309 828-712-4213	011E/0785 3820/0754 9752-25-3807	Ricky L. Ponder Dennis Russell Ponder

SOUTHERNHIGHLAND @ CHARTER.NET

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

Total Acreage to be annexed: 4-17.4 ac
 Population in annexed area: 4-20
 Proposed Zoning District: R-12 R-3 unis
 Reason for annexation: Receive Town Services _____ Other (please specify)

The applicant must also submit a rezoning application with the petition for voluntary annexation to establish a Weaverville zoning designation. Please contact the Planning Department at (828)484-7002 for questions. If the purpose of the petition is a connection to public water, contact Public Works Department at (828)645-0606 to confirm that public water is available to the property and the cost of that connection.

**PETITION FOR VOLUNTARY ANNEXATION
DATA SHEET**

Town of Weaverville, North Carolina

Submittal Date: 12/2/2022
Petition No. 2022-3
Annexation Area Name: 480 Rooms Creek Rd

Petitioner: RICKY LEE & DENNIS RUSSEL PONDER

Subject Area Acreage: +/- 17.4 AC

Current Land Use: RESIDENTIAL

Proposed Land Use or Development (describe): TOWNHOME RESIDENTIAL

Residential (single family): Number of Units: ~~7-1100~~ ^{139 units} Anticipated build out in ~~20/20~~ ^{24/25} years
Average Sales Price: \$ _____ /dwelling unit

Residential (multi-family): Number of Units: _____ Anticipated build out in _____ years
Owned: Average Sales Price: \$ _____ /building unit
Rental: Average Rental Amt: \$ _____ /month

Retail: Square footage: _____ Anticipated build out in _____ years
Type of tenancy: _____

Commercial - Non-Retail: Square footage: _____ Anticipated build out in _____ years
Type of tenancy: _____

Other: Square footage: _____ Anticipated build out in _____ years
Type of tenancy: _____

Development Scale: Max building height of _____; max number of stories of _____

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

Other Public Services Requested (describe): _____

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

Dennis R. Ponder Ricky L. Ponder
Signature of Owner(s)

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

PROPERTY LEGAL DESCRIPTION:

PARCEL ID: 9752-25-2483, 9752-25-5201, 9752-25-3887
STREET ADDRESS: 480 Reems Creek Road and 149 Ponder Rd

PROPERTY OWNER: Dennis Ponder and Ricky Ponder
(complete Certificate of Authority if a corporation or LLC)

PROPERTY OWNER:

PROPERTY OWNER CONTACT INFORMATION:

EMAIL ADDRESS: dponder@medlockengr.com, ricky-ponder@charter.net
PHONE NUMBER: 828-337-8309 *Ricky 828-712-4213 DENNIS*
MAILING ADDRESS: ~~480 Reems Creek Rd~~ *149 PONDOR ROAD, WEAVERVILLE, NC 28787*

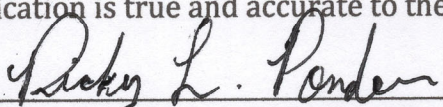
PERMIT SOUGHT/APPLICATION TO BE SUBMITTED: Voluntary annexation, water allocation and zoning map amendment

NAME OF INDIVIDUAL AGENT: Warren Sugg
NAME OF CONTRACTOR/CONSULTING FIRM: Civil Design Concepts

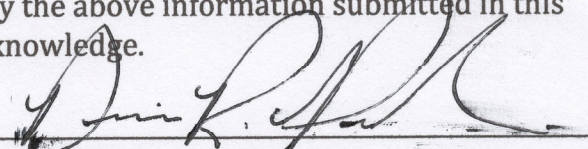
AGENT CONTACT INFORMATION:

EMAIL ADDRESS: wsugg@cdcgo.com
PHONE NUMBER: (828) 252-5388
MAILING ADDRESS: 168 Patton Avenue Asheville, NC 28801

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



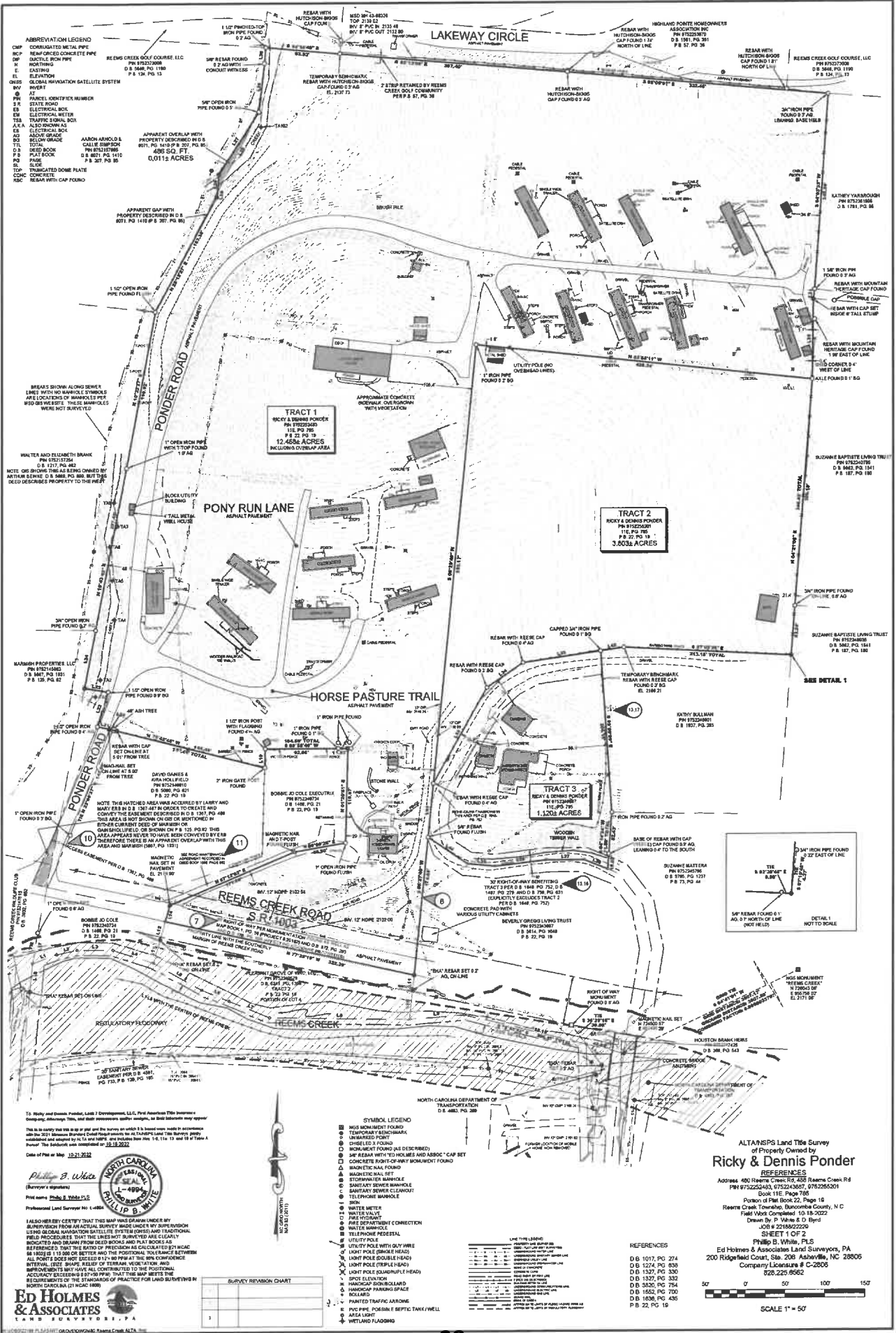
Property Owner Signature



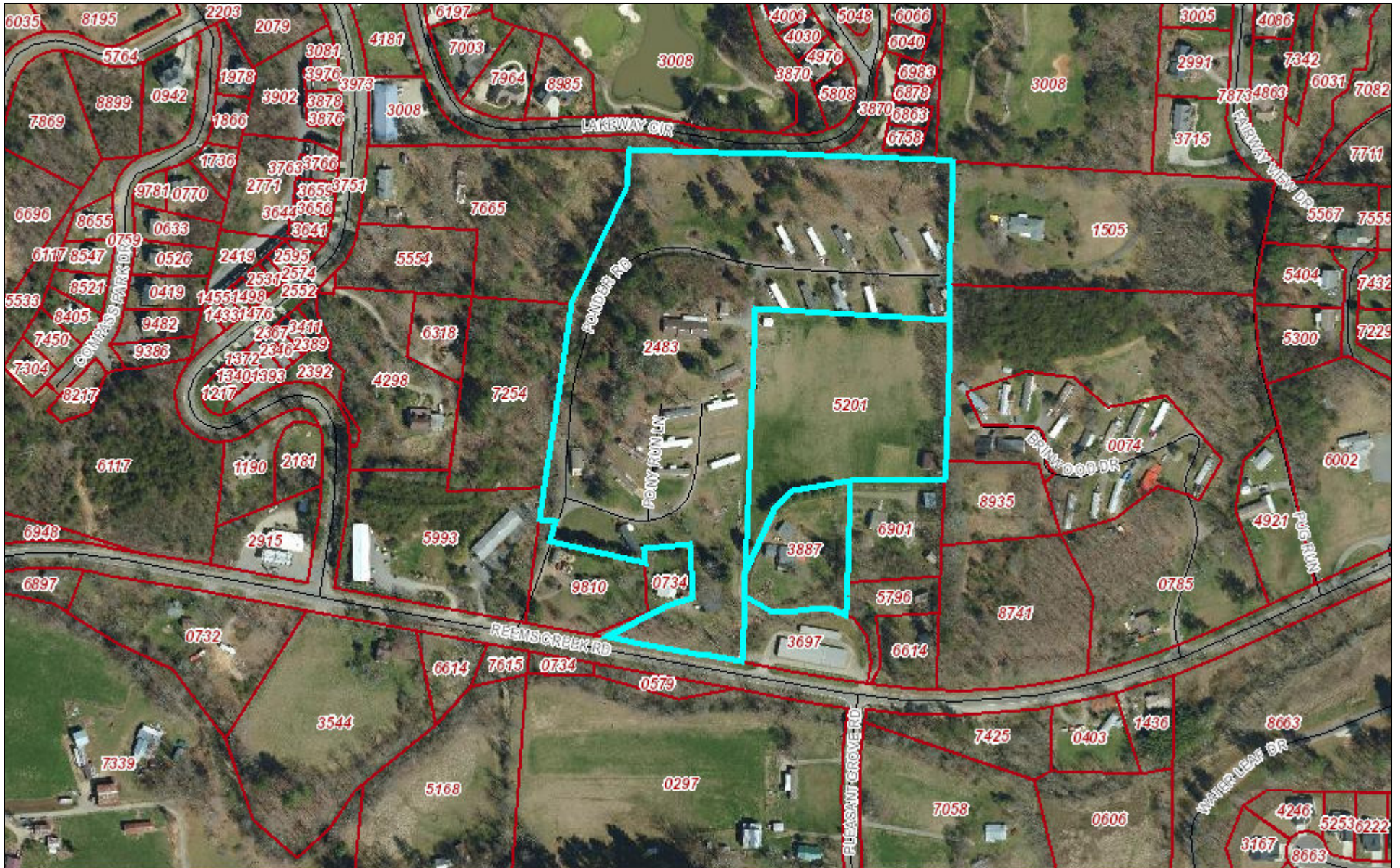
Property Owner Signature

Date: 12-6-2022

Date: 12-6-2022



Buncombe County



December 6, 2022

1:4,514



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

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

OWNER/APPLICANT NAME: WARREN SOLLY (ENIL DESIGN CONCEPTS) APPLICATION DATE: 12/2/2022
PHONE NUMBER: 828-252-5388 MAILING ADDRESS: 168 PATTON AVE
ASHEVILLE NC 28801

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

- The Zoning Map
- The text of the Zoning Ordinance (Chapter 20 Planning and Development)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: 480 PEEMS CREEK
9752-25-2483 9999 PONDER ROAD
PIN: 9752-25-5201 LOT AREA (acres): 17.4 AC
9752-25-3887
CURRENT ZONING DISTRICT: COUNTY R-2 PROPOSED ZONING DISTRICT: WEAVERVILLE R-3

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

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

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 20 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S):

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

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

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

[Handwritten Signature] (OF CIVIL DESIGN CONCEPTS) 12/2/2022

SIGNATURE OF APPLICANT DATE

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

Application fees are due at the time of submittal. Withdrawal of an application after the public hearing has been advertised will result in the forfeiture of the application fee.

REZONING FEE SCHEDULE:

< 1 acre	\$250.00
1-3 acres	\$500.00
4-9 acres	\$750.00
10 + acres	\$1,000.00

Text Amendment

Fees..... \$500.00

OFFICE USE ONLY

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



Transmittal

Date: December 05, 2022
Project Name: 480 Reems Creek
CDC Project: 12237


To: Dale Pennell, P.E., P.L.S.
Town of Weaverville
Public Works Director
15 Quarry Road
Weaverville, NC 28787

Via Mail Overnight Hand Delivered Pick up @ CDC Office

Copies	Date	Description
1	12-05-22	Application for a Commitment Letter
1	12-05-22	11x17 Conceptual Layout Bulletin
1	12-05-22	Revised Water Demand Calcs

REMARKS:

cc:



By: Warren Sugg, P.E.

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Warren Sugg, P.E. PROJECT NAME: 480 Reems Creek
ADDRESS: 168 Patton Avenue LOCATION: 480 Reems Creek Road
Asheville, NC 28801
PHONE NUMBER: 828-252-5388 PIN NUMBER: 9752-24-3887; -5201; -2483
ELEVATION: 2180

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
 TWO FAMILY _____ NUMBER OF BUILDINGS
 MULTI-FAMILY 139 NO. OF BUILDINGS 1 UNITS PER BUILDING
 RESIDENTIAL SUBDIVISION _____ NO. OF LOTS
- COMMERCIAL SINGLE COMMERCIAL BUILDING
 UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS
_____ NO. OF UNITS
- INDUSTRIAL SANITARY FACILITIES ONLY
 SANITARY & INDUSTRIAL PROCESS WATER
- OTHER FIRE SPRINKLER SYSTEM
 IRRIGATION SYSTEM

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 675
MAXIMUM GALLONS PER DAY 58,380
ANTICIPATED DATE OF SERVICE Spring 23

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I Warren Sugg, P.E. understand that the processing fee of \$ 100 paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature Warren Sugg

Date 12/5/02



WATER DEMAND CALCULATIONS

Project Scope: This project will consist of max 139-3 bed-2 bath units, Pool with pavilion, gym with kitchen, and leasing office

AVERAGE DAILY DEMAND

Establishment Type	Daily Design Flow		No. of Units	Total Flow		Notes
3-Bed Units	400 gal /	Unit	139	55,600	gpd	
Pool	10 gal /	Unit	278	2,780	gpd	
Average Daily Demand				58,380	gpd	

Are fixture counts available: Yes

PEAK WATER DEMAND

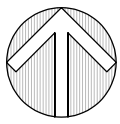
Fixture Type	Demand Weight of Fixtures			No. of Fixtures	Fixture Units
Sinks	4	fixture units /	fixture	286	1,144
Water Closet FV	5	fixture units /	fixture	286	1,430
Bath/Shower	4	fixture units /	fixture	286	1,144
Washing Machine	4	fixture units /	fixture	143	572
Service Sink	6	fixture units /	fixture	1	6
Sink (Public)	1.5	fixture units /	fixture	3	5
Urinal	5	fixture units /	fixture	2	10
Water Closet (Public)	10	fixture units /	fixture	3	30
Dishwasher	1.4	fixture units /	fixture	143	200
Total Fixture Units					4,541
Total Peak Water Demand					675 gpm

FIRE PROTECTION

Unit demand = 500 GPM

Notes:

1. Establishment types and daily design flows from Average Daily Water Demand Chart.
2. Fixture types and demand weight from COA Design & Construction Manual figure W02-b, NC Plunr code, and **load calculations provided by plumbing engineer.**
3. Peak design flows are from Instantaneous Water Demands Chart.
4. Calculated domestic water demand above is based upon anticipated fixture counts for the project. Final calculations shall be done by the Plumbing Engineer during construction document preparation.



NORTH

0 100

PROPOSED AMENITIES BUILDING WITH KITCHEN

PROPOSED POOL/OVERLOOK PAVILION

PROPOSED DOG PARK

PROPOSED FIRE HYDRANT ASSEMBLY (TYP)

PIN 9752373008
D.B. 5849, PG. 1190
P.B. 124, PG. 13

PROPERTY LINE (TYP)

PROPOSED MAIL KIOSK

CALLIE SIMPSON
PIN 9752157865
D.B. 6071, PG. 1410
P.B. 207, PG. 85

PROPOSED 6" WATER LINE (TYP)

PROPOSED RESIDENTIAL WATER METER (TYP)

LAKEWAY CIRCLE
(PUBLIC TOW ASPHALT)

HIGHLAND POINTE HOMEOWNERS
ASSOCIATION P.C.
PIN 9752238871
D.B. 1581, PG. 351
P.B. 57, PG. 36

REEMS CREEK GOLF C
PIN 9752373008
D.B. 5849, PG. 1190
P.B. 124, PG. 13

WALTER AND ELIZABETH BRANK
PIN 9752157254
D.B. 1217, PG. 462

NOTE: GIS SHOWS THIS AS BEING OWNED BY
ARTHUR BENKE, D.B. 5089, PG. 690, BUT THIS
DEED DESCRIBES PROPERTY TO THE WEST

MARMISH PROPERTIES, LLC
PIN 9752145993
D.B. 5867, PG. 1931
P.B. 125, PG. 62

PROPOSED WATER SERVICE LINE (TYP)

DAVID GAINES &
KIRA HOLLIFIELD
PIN 9752148810
D.B. 5060, PG. 621
P.B. 22, PG. 19

BOBBIE JO COLE EXECUTRIX
PIN 9752240734
D.B. 1466, PG. 21
P.B. 22, PG. 19

PROPOSED LEASING OFFICE

KATHY BULLMAN
PIN 9752246901
D.B. 1937, PG. 283

SUZANNE MATTERA
PIN 9752245796
D.B. 9765, PG. 1237
P.B. 73, PG. 44

PROPOSED TAP INTO EXISTING WATER LINE

APPROXIMATE LOCATION OF
EXISTING TOW WATER LINE (TYP)

REEMS CREEK ROAD (SR#1003)
(PUBLIC TOW ASPHALT)

REEMS CREEK

BEVERLY GREGG LIVING TRUST
PIN 9752243697
D.B. 5814, PG. 1048
P.B. 22, PG. 19

HOUSTON FRANK HEIRS
PIN 9752247155
D.B. 369, PG. 943

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION
D.B. 4683, PG. 267

Jennifer Jackson

From: Dale Pennell
Sent: Monday, December 12, 2022 2:11 PM
To: Selena Coffey; Jennifer Jackson
Cc: James Eller; Dale Pennell
Subject: Review of revised Water Commitment Request for 480 Reems Creek Townhomes
Attachments: 480 Reems Creek Water Allocation Package Dec REVISED.pdf

Selena and Jennifer,

After the November 2022 town council meeting, the applicant for the 480 Reems Creek Townhomes project re-submitted their Application for a Commitment Letter on December 5. Their new application shows a reduction in the number of townhouse units from 160 to 139, with a commitment request for these 3-bedroom units and a pool totaling 58,380 GPD, down from their original 67,200 GPD requested, for a reduction of 8,820 GPD. The layout of the development generally remains the same, with a proposed 6" water line looped through the project.

My comments on water availability for the original project also apply to this revised project, including the requirement for the developer to design, permit and build the water line extension before turning it over to the town for ownership and maintenance and investigate the possibility of connecting to the town's water line in Lakeway Circle to the north.

Therefore, it is again my opinion that that we have adequate flow and pressure at this time to serve the proposed development without any adverse effect on our current customers. With the addition of this revised project, our total water commitment within our system will be at 75.18%, compared to 75.77% using the original project.

I am available to answer questions or provide additional information as requested.

Thanks,
Dale

***Dale Pennell, PE, PLS
Public Works Director
Town of Weaverville
15 Quarry Road
Weaverville, NC 28787
828-645-0606 Office
828-231-7050 Cell***

From: Dale Pennell <dale.pennell@weavervillenc.org>
Sent: Tuesday, November 15, 2022 3:11 PM
To: Selena Coffey <scoffey@weavervillenc.org>
Cc: Jennifer Jackson <jjackson@weavervillenc.org>; James Eller <jeller@weavervillenc.org>; Dale Pennell <dale.pennell@weavervillenc.org>
Subject: Review of Water Commitment Request for 480/484 Reems Creek Townhomes

Selena,

I have attached an application for a commitment letter, along with a concept plan, for a new development called 480/484 Reems Creek Road which was received on November 9, 2022. This property is accessed from Reems Creek Road just beyond Union Chapel Road and the Citgo convenience store. This site adjoins town limits along Lakeway Circle

and the Reems Creek Golf Club to the north. The developer has proposed 160 townhouses, a pool and several accessory buildings on 17.5 acres, served with a new six-inch water line and fire hydrants which will extend the town's water system throughout the property. They have requested a water allocation for an estimated daily water demand of 400 gallons per day (GPD) per unit and 3,200 GPD for the pool, totaling 67,200 GPD, with a maximum estimated flow of 683 gallons per minute (GPM), and an estimated date of service of Spring, 2023. We have an 8" water line on the north side of Reems Creek Road directly in front of this property and it is my opinion that we have adequate flow and pressure at this time to serve the proposed development without any adverse effect on our current customers. As is customary within our water system, the developer will be expected to design, permit and install their proposed water lines in accordance with our town standards, then turn the new system over to the town for maintenance and operation, all with no cost to the town.

The attached application shows the proposed water needs, followed by detailed engineering calculations and a map of the proposed development and water system. There may be some value during any continued engineering discussion on this project to investigate the possibility of connecting their proposed water line(s) with our town water line in Lakeway Circle to the north to create a loop within our water system.

My most recent version of the town's Water Commitments spreadsheet is also attached. This spreadsheet reflects the approved commitments as of November 14. Our previous commitment spreadsheet dated September 19, 2022 had the "Current % of WTP used or committed" at 69.53%. The attached spreadsheet dated November 14, 2022 show that figure is now at 71.29% after the addition of the Monticello Family apartments and deletion of an expired approval for Greenwood Park and the completion of the new Marshalls store. FYI, if we add the above described project with a requested capacity of 67,200 GPD to this latest spreadsheet, then the % committed figure rises to 75.77% using the full NCDEQ standard of 400 GPD per apartment, and 53.91% if the actual average consumption of 50 GPD is used.

As we have discussed in the past, the state mandates that we have a plan in place for how to increase our water supply when we reach a total of actual usage and future commitments of **80%** of our WTP capacity (which would equal 1,200,000 GPD). When we reach 90% of WTP capacity, we must be under construction or limit any additional commitments until construction begins. We have been conservative in our approach for how to supply additional water for our system and have therefore used the 70% threshold for being proactive in determining our future needs. The difference between 70% and 80% is 150,000 GPD, and we have now exceeded the 70% threshold with the major water allocation requests that have been approved in recent months.

As you know, we are now actively looking at 7 alternatives to address our future water needs. Based on our current WTP status, consideration of this and other recent allocation requests, anticipation of future requests, and an estimated 2 to 4 years for completion of any water-related construction project(s), I want to again emphasize the need to promptly move forward with a plan that guarantees a dependable and reliable water source for the town's future.

I am available to answer questions or provide additional information as requested.

Thanks,
Dale

Dale Pennell, PE, PLS
Public Works Director
Town of Weaverville
15 Quarry Road
Weaverville, NC 28787
828-645-0606 Office
828-231-7050 Cell

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2022

SUBJECT: 171 Monticello Road Project – Annexation and Zoning – Set Public Hearings

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Certificate of Sufficiency with Annexation Petition and Conditional Zoning Application, Report of Community Meeting, GIS Map, and Summary of Conditional District Procedures

DESCRIPTION/SUMMARY OF REQUEST:

As Town Council is aware, the Town is in receipt of an annexation petition and conditional district zoning application for the property and proposed development at 171 Monticello Road. This is the affordable housing project that is being developed by LDG Multifamily, LLC (Landon Cox, lead LDG representative).

With the assistance of the Town Attorney, the Town Clerk has investigated the sufficiency of the annexation petition and certifies that the petition is sufficient and complete for a contiguous annexation into the Town of Weaverville.

As requested, the Planning Board began its review of the proposed development and Town Council’s initial comments on December 6, 2022, and should conclude its review and deliberations on January 3, 2023. The result will be a recommendation on the project which will include a statement concerning consistency with the Town’s Comprehensive Land Use Plan, a statement concerning the reasonableness of the project, and any proposed conditions. It is noted that the developer held a community meeting on November 20, 2022, and the report of that meeting is attached. The developer has taken into consideration the comments of Town Council, the Planning Board, and the community during the community meeting, and is expected to provide a revised site plan that addresses those issues (the revised plan was not in hand at the time this agenda packet was completed but will be provided as soon as it is available).

Both the annexation and the conditional district zoning require public hearings. Staff will be at tonight’s meeting to assist Town Council with the setting of the public hearings.

COUNCIL ACTION REQUESTED:

No substantive action is requested at tonight’s meeting. The only action requested is to set the public hearings on both the annexation and the conditional district zoning.

**CERTIFICATE OF SUFFICIENCY OF
ANNEXATION PETITION 2022-2
+/- 10.68 ACRES ON MONTICELLO ROAD**

TO THE WEAVERVILLE TOWN COUNCIL:

I, James Eller, Weaverville Town Clerk, do hereby certify that I have investigated Voluntary Annexation Petition No. 2022-2 submitted by Betty Hollifield Roberts and have found as a fact that the Petition is signed by all the owners of the real property lying in the area described therein and that the area to be annexed is contiguous to the Town's primary boundary.

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

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 6th day of December, 2022.



JAMES ELLER, Town Clerk



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

Submittal Date: 10/13/2022
 Date Fee Paid: 10/18/2022
 Petition No: 2022-2

**STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE**

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Weaverville, Buncombe County, North Carolina.
2. The area to be annexed is contiguous, non-contiguous (satellite) to the Town of Weaverville, North Carolina, and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. § 160A-31(f), unless otherwise stated in the annexation agreement/ordinance.
4. The property and property owner information is as follows:

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Betty Hollifield Roberts 171 Monticello Rd Weaverville, NC 28787	(828) 273-3350 mdroberts.co@gmail.com	DB: 1245 PG: 0551 PIN: 973360350300000	<i>Betty Hollifield Roberts</i>

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

Total Acreage to be annexed: 10.68 Acres
 Population in annexed area: 1 Dwelling
 Proposed Zoning District: Conditional Zoning
 Reason for annexation: Receive Town Services Other (please specify)

The applicant must also submit a rezoning application with the petition for voluntary annexation to establish a Weaverville zoning designation. Please contact the Planning Department at (828)484-7002 for questions. If the purpose of the petition is a connection to public water, contact Public Works Department at (828)645-0606 to confirm that public water is available to the property and the cost of that connection.

**PETITION FOR VOLUNTARY ANNEXATION
DATA SHEET**

Town of Weaverville, North Carolina

Submittal Date: 10/13/2022
Petition No. 2022-2
Annexation Area Name: Monticello Family

Petitioner: LDG Multifamily, LLC
Subject Area Acreage: NA
Current Land Use: Single Family Residential

Proposed Land Use or Development (describe): Multifamily affordable housing including a parking lot, pool and clubhouse. The buildings will have a combination of 1, 2, and 3 bedrooms residences.

Residential (single family): Number of Units: N/A Anticipated build out in N/A years
Average Sales Price: \$ N/A /dwelling unit

Residential (multi-family): Number of Units: 168 Anticipated build out in 2 years
Owned: Average Sales Price: \$ N/A /building unit
Rental: Average Rental Amt:\$ 1350 /month

Retail: Square footage: N/A Anticipated build out in N/A years
Type of tenancy: N/A

Commercial - Non-Retail: Square footage: N/A Anticipated build out in N/A years
Type of tenancy: N/A

Other: Square footage: N/A Anticipated build out in N/A years
Type of tenancy: N/A

Development Scale: Max building height of 44' 5 in.; max number of stories of 3

Infrastructure: Linear feet of publicly dedicated roadways proposed: NA feet
Public water proposed (describe): To be connected to the town of Weaverville.

Other Public Services Requested (describe): Sewer to be through Metropolitan Sewer District

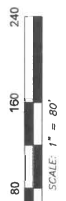
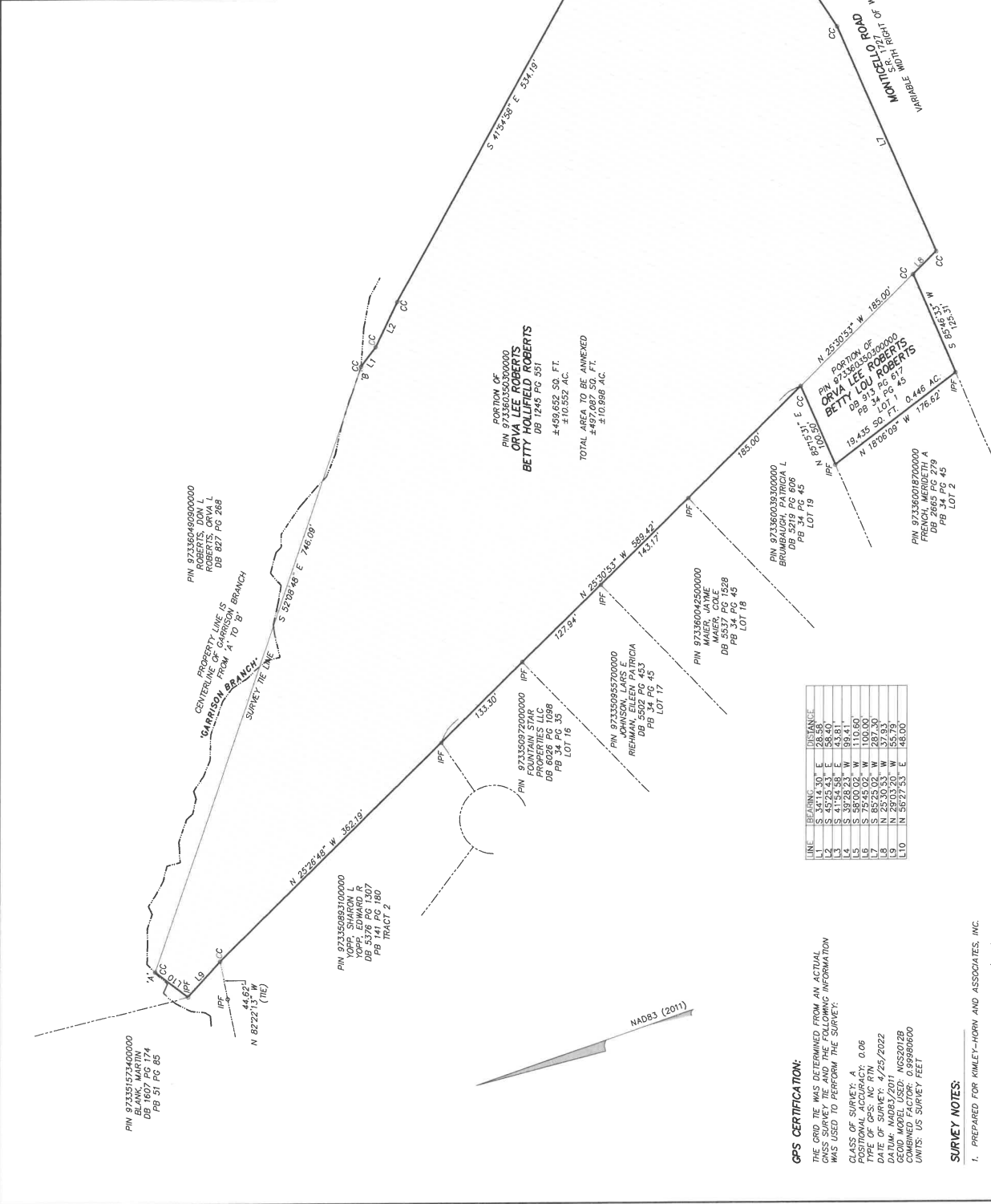
Zoning Vested Rights Claimed (describe and attach documentation): NA

Beth Hollifield Roberts
Signature of Owner(s)

[Signature]
Perspective Owner(s)



VICINITY MAP NOT TO SCALE



AREA TO BE ANNEXED

GSC SURVEYING
 4032 BARRETT DRIVE
 RALEIGH, NC 27609
 PHONE (919) 787-9505
 NC CORPORATE LICENSE NO. C-2335

ORVA LEE & BETTY LOU (HOLLIFIELD) ROBERTS
 BUNCOMBE COUNTY, NORTH CAROLINA

DATE: SEP. 30, 2022
 SCALE: 1" = 80'
 SHEET: 1 OF 1

GSC PROJECT: 22017

SURVEYOR'S CERTIFICATION
 I, CHARLES H. SMITH, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEEDS AND MAP REFERENCES AS SHOWN HEREON; THAT THE RATIO OF HORIZONTAL CONTROL BASED ON NAD83 (2011) AS ESTABLISHED BY GPS, MONUMENTS WERE HELD WHERE FOUND, EXCEPT AS NOTED. THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET, THAT THIS PLAT WAS ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

CHARLES H. SMITH, NC PLS No. L-4196
 DATE: SEP. 30, 2022



LINE	BEARING	DISTANCE
L1	S 34°14'30" E	28.50
L2	S 45°24'43" E	58.40
L3	S 39°28'58" W	95.91
L4	S 58°00'00" W	110.50
L5	S 75°45'00" W	100.00
L6	N 23°03'20" W	57.93
L7	N 29°03'20" E	55.79
L8	N 56°27'53" E	48.00
L9	N 56°27'53" E	48.00
L10	N 56°27'53" E	48.00

GPS CERTIFICATION:
 THE GRID TIE WAS DETERMINED FROM AN ACTUAL GPS SURVEY TIE AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

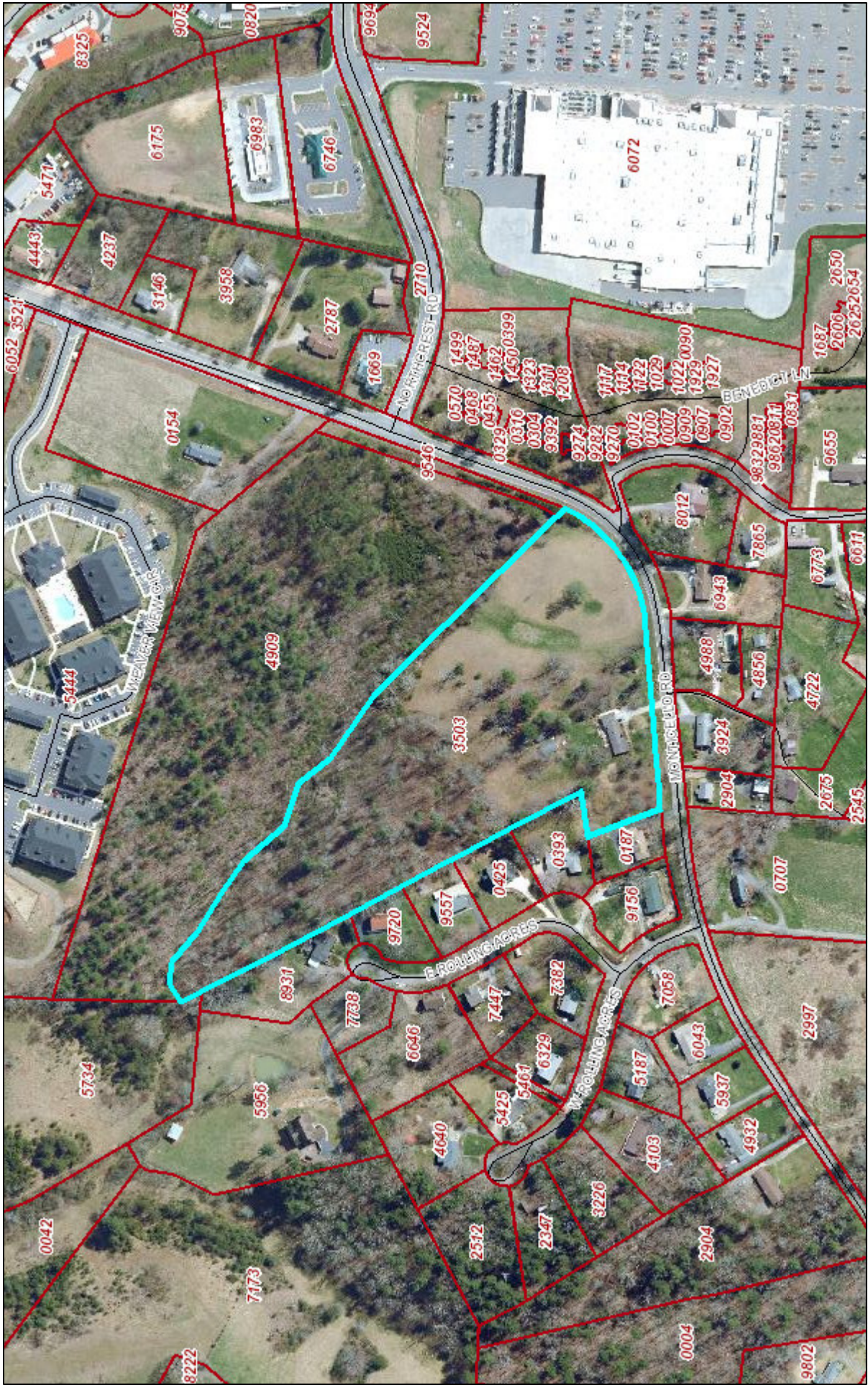
CLASS OF SURVEY: A
 TYPE OF SURVEY: NC RTN
 DATE OF SURVEY: 4/25/2022
 DATUM: NAD83/2011
 COMBINED FACTOR: 0.99999999
 UNITS: US SURVEY FEET

SURVEY NOTES:

1. PREPARED FOR HINLEY-HORN AND ASSOCIATES, INC.
2. HORIZONTAL CONTROL BASED ON NAD83 (2011) AS ESTABLISHED BY GPS.
3. MONUMENTS WERE HELD WHERE FOUND, EXCEPT AS NOTED.
4. AREA COMPUTED BY COORDINATE METHOD.

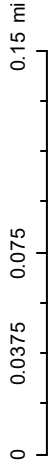
LEGEND OF SYMBOLS:
 o- - - - - IRON PIPE FOUND
 x- - - - - IRON ROD SET
 o- - - - - IRON ROD SET
 o- - - - - COMPUTED POINT (NO MONUMENT SET)
 --- --- --- CENTERLINE OF BRANCH OR RUN (PROPERTY LINE)

Buncombe County



October 18, 2022

1:4,514



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

PROPERTY LEGAL DESCRIPTION:

PARCEL ID: 973360350300000
STREET ADDRESS: 171 Monticello Road, Weaverville NC

PROPERTY OWNER: Betty Hollifield Roberts
(complete Certificate of Authority if a corporation or LLC)

PROPERTY OWNER: N/A

PROPERTY OWNER CONTACT INFORMATION:

EMAIL ADDRESS: mdroberts.co@gmail.com
PHONE NUMBER: (828) 273-3350
MAILING ADDRESS: 171 Monticello Road, Weaverville NC

PERMIT SOUGHT/APPLICATION TO BE SUBMITTED: Voluntary Annexation Petition and Initial Zoning Request

NAME OF INDIVIDUAL AGENT: Landon Cox
NAME OF CONTRACTOR/CONSULTING FIRM: LDG Multifamily, LLC

AGENT CONTACT INFORMATION:

EMAIL ADDRESS: lcox@ldgdevelopment.com
PHONE NUMBER: 502-649-0601
MAILING ADDRESS: 1469 S 4th Street, Louisville KY 40208

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

Betty Hollifield Roberts
Property Owner Signature

Property Owner Signature

Date: 9-28-22

Date: _____

CONDITIONAL DISTRICT APPLICATION

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



Conditional Districts address situations in which a particular use, properly planned, may be appropriate for a specific site but, the existing zoning district of the site has insufficient standards to mitigate the site-specific impact on the surrounding area. Uses which may be considered for a Conditional District shall be established on the Table of Uses found at Sec. 20-3205. Additional information related to Conditional Districts may be found at Sec. 20-3203.

At the discretion of the Town Council, it may be required of the property owner to guarantee performance or completion of conditions included in the Conditional Zoning Plan. Such guarantee may take the form of: (1) a surety performance bond made by a company licensed and authorized in North Carolina, (2) a bond of a developer with an assignment to the Town of a certificate of deposit, (3) a bond of developer secured by an official bank check drawn in favor of the Town and deposited with the Town Clerk, (4) cash or an irrevocable letter of credit, (5) a bank escrow account whereby the developer deposits cash, a note, or a bond with a federally insured financial institution into an account payable to the Town. The amount of the guarantee shall be determined by Town Council.

OWNER/APPLICANT NAME: LDG Multifamily, LLC APPLICATION DATE: 10/17/2022

BRIEFLY DESCRIBE THE PROJECT: This project proposes 168 affordable housing units consisting of 1, 2, and 3 bedroom units as well as a pool and clubhouse.

PHONE NUMBER: (502) 649-0601 PROPERTY ADDRESS: 171 Monticello Rd
Weaverville, NC 28787

PIN: 973360350300000 DEED BOOK/PAGE: 1245/0551

LOT AREA (acres): 10.68 ZONING DISTRICT: R-3

 
SIGNATURE OF APPLICANT DATE

Application fees are due at the time of submittal. Withdrawal of an application after the public hearing has been advertised will result in the forfeiture of the application fee.

CONDITIONAL DISTRICT APPLICATION

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



A petition for a Conditional District must include a site plan and supporting information that specifies the intended uses for property. A complete site plan shall be substantially compliant with the mapping standards found within Sec. 20-2504. Additional information may be requested by members of staff, the Planning Board or Town Council.

✓	Title block containing:														
	<table border="1"> <tr> <td>✓</td> <td>Name of owner & applicant</td> </tr> <tr> <td>✓</td> <td>Property address</td> </tr> <tr> <td>✓</td> <td>Buncombe County PIN</td> </tr> <tr> <td>✓</td> <td>Date or dates survey was conducted or plan prepared</td> </tr> <tr> <td>✓</td> <td>Scale of the drawing in feet per inch</td> </tr> <tr> <td>✓</td> <td>Deed book and page reference of the deed</td> </tr> <tr> <td>✓</td> <td>Zoning designation of property</td> </tr> </table>	✓	Name of owner & applicant	✓	Property address	✓	Buncombe County PIN	✓	Date or dates survey was conducted or plan prepared	✓	Scale of the drawing in feet per inch	✓	Deed book and page reference of the deed	✓	Zoning designation of property
✓	Name of owner & applicant														
✓	Property address														
✓	Buncombe County PIN														
✓	Date or dates survey was conducted or plan prepared														
✓	Scale of the drawing in feet per inch														
✓	Deed book and page reference of the deed														
✓	Zoning designation of property														
✓	Sketch vicinity map depicting the relationship between the proposed subdivision and the surrounding area														
✓	North Arrow and orientation														
✓	Lot area in acres and square feet														
✓	Existing topography of the site and within 300 feet of the site boundary in five (5) foot contours														
✓	Delineation of areas within the floodplain.														
✓	Names of owners of adjoining properties, Buncombe County PIN, and zoning designation														
✓	Minimum building setback lines applicable to the lot, including drainage or utility easements														
✓	Proposed number and location of signs														
✓	Exact dimensions, location, height, and exterior features of proposed buildings and structures														
NA	Photographs of buildings on properties within 200 ft. of subject property														
✓	Utility easements														
✓	Existing and proposed sanitary sewer system layout and a letter of commitment														
✓	Existing and proposed water distribution system layout and a letter of commitment														
✓	Plans for individual water supply and sewerage/septic disposal system, if any														
✓	A statement as to whether or not natural gas, telephone, electric, and cable lines are to be installed, and whether they will be above or below ground														
✓	Exact dimension and location of all traffic, parking, and circulation plans showing the proposed location and arrangement of parking spaces.														
✓	Existing and proposed roads, driveways, ingress/egress, easements, and rights-of-way both private and public.														
✓	Existing and proposed encroachments into setbacks, rights-of-way, and/or easements, if any														
✓	Proposed phasing, if any, and expected completion date of the project.														

Upon reviewing the application, site plan, and supporting documents, the Planning and Zoning Board will issue statement of reasonableness of the proposed Conditional District.

Before a public hearing may be held by the Town Council, the petitioner must file in the Office of the Town Clerk, a written report of at least one community meeting held by the petitioner. The report shall include a list of those persons and organization notified of the meeting detailing the method and date of contact' the date, time, and location of the meeting; a roster of persons in attendance, a summary of issues discussed, and a description of any changes to the petition as a result of the meeting. In the event the petitioner has not held at least one meeting, the petitioner shall file a report documenting efforts that were made and the reasons such a meeting was not held.

ORIGINAL

SHEET NUMBER
1

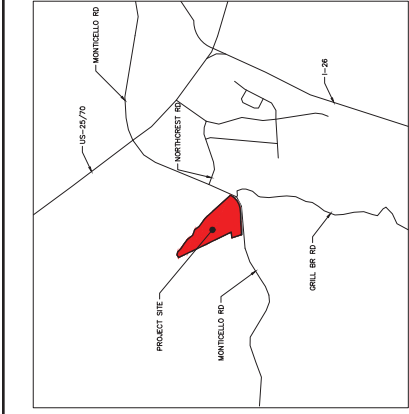
MONTICELLO FAMILY
LDG MULTIFAMILY, LLC
NORTH CAROLINA

SITE PLAN

KHA PROJECT
014280001
DATE
10/17/2022
SCALE AS SHOWN
DESIGNED BY
LDS
CHECKED BY
ARS

Kimley-Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600, RALEIGH, NC 27601
PHONE: (919) 877-2050 WWW.KHA.COM

NO.	REVISIONS	DATE	BY
0	SUBMISSION TO WEAVERVILLE PLANNING	2022-10-17	LDS



SITE LEGEND

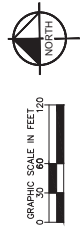
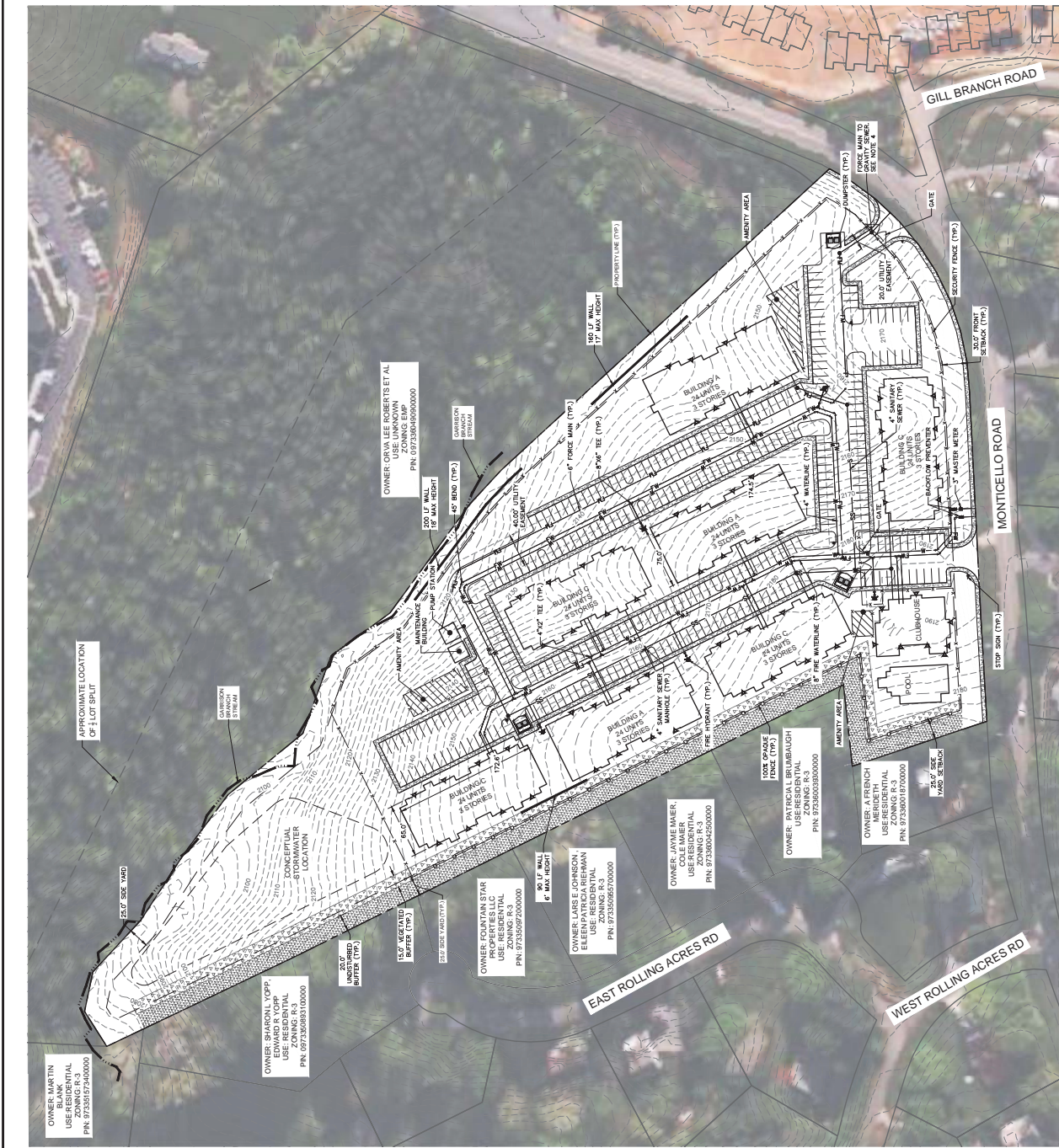
	PROPERTY / RIGHT-OF-WAY LINE
	SETBACK LINE
	STORMWATER CONTROL MEASURE LINE
	PROPOSED WALL
	STREAM
	100% GRANTEE FENCE
	SECURITY FENCE
	WATERLINE
	FIRE WATERLINE
	SANITARY SEWER LINE
	FORCE MAIN
	STOP SIGN

NOTES

1. THE PROPERTY BOUNDARIES AND SETBACKS SHOWN ON THIS PLAN ARE BASED ON THE RECORD PLAT FOR THIS PROJECT.
2. RECORD PLAT INFORMATION FOR THIS PROJECT IS AVAILABLE AT THE RECORDS SECTION OF THE WEAVERVILLE PLANNING DEPARTMENT.
3. ALL UTILITIES SHOWN ARE BASED ON RECORD PLATS AND FIELD SURVEY DATA.
4. ALL UTILITIES SHALL BE INSTALLED TO COMPLY WITH ALL APPLICABLE REGULATIONS.

SITE DATA TABLE

DEVELOPER: MONTICELLO FAMILY, LLC
DEVELOPER ADDRESS: 171 MONTICELLO RD, WEAVERVILLE, NC 28787
PROPERTY ADDRESS: 171 MONTICELLO RD, WEAVERVILLE, NC 28787
DEED BOOK AND PAGE: 1748, 1051
DEED RECORDING: PH: 8733003000000
CURRENT ZONING: R-3
PROPOSED ZONING: R-3
OVERLAY DISTRICTS: NONE
DEVELOPER REPRESENTATIVE: KEE SURIBRAN
CURRENT USE: SINGLE-FAMILY RESIDENTIAL
PROPOSED USE: 108 MULTIFAMILY APARTMENT UNITS AND ASSOCIATED AMENITY SPACE
PROPOSED DENSITY: 108 UNITS/1508 ACRES = 15.73 UNITS PER ACRE
PROJECT BOUNDARY BUFFERS: NORTH: 25' SIDE YARD SETBACK; 15' FRONT YARD SETBACK; 35' SIDE YARD SETBACK; 10' SIDE YARD SETBACK; 10' SIDE YARD SETBACK
BUILDING HEIGHT: 44'-6" X 44'-6" X 44'-6"
EXISTING PARCEL AREA: 15008 ACRES, 463,221 SF
FLOOD HAZARD FLOOD ZONE: X
15-MINUTE RAINFALL RATE: 3.0 INCHES PER HOUR (0.762 INCHES PER HOUR)
PROPOSED MULTIFAMILY PARKING: 114% SPACE/UNIT = 243 SPACES



This document, together with the concepts and designs presented herein, is the property of Kimley-Horn and Associates, Inc. and is intended for the use of the client and is not to be used for any other purpose without the express written consent of Kimley-Horn and Associates, Inc. The information herein is provided for the client's use only and does not constitute a contract. The client is responsible for obtaining all necessary permits and approvals from the appropriate regulatory agencies. The information herein is provided for the client's use only and does not constitute a contract. The client is responsible for obtaining all necessary permits and approvals from the appropriate regulatory agencies.

IN THE MATTER OF: APPLICATION OF
LDG DEVELOPMENT, LLC FOR
CONDITIONAL ZONING

AFFIDAVIT OF NOTICE AND REPORT
OF COMMUNITY MEETING

NOW COMES Landon Cox, having first been duly sworn, and deposes and says as follows:

1. That I am over the age of 21 years, under no disability or impairment, and am competent to make this affidavit.
2. I am employed by LDG Development, LLC. My job duties include securing development approvals in the communities and states where LDG operates, including North Carolina.
3. In my position with LDG, I have been coordinating LDG's efforts to obtain development approvals for property located at 171 Monticello Road, in Buncombe County (herein "Property"), adjacent to the corporate limits of the Town of Weaverville.
4. The Property consists of 10.998 acres, and LDG seeks to develop it with 168 multi-family residential units, together with some common facilities and amenities for the residents (herein "Project"). This will require annexation of the Property into the Town of Weaverville, and conditional zoning to allow for the Project.
5. I have submitted (or caused to be submitted) both a petition for voluntary annexation of the Property, and a petition for conditional rezoning pursuant to Sec. 20-3023 of the Weaverville Zoning Ordinance (herein "WZO").
6. One of the requirements for conditional zoning pursuant to WZO is that a "community meeting" be held. Notice of said meeting must be mailed out to all property owners within 200 feet of the property for which rezoning is requested, and the property must

also be posted with notices, not more than 25 days nor less than 10 days before the meeting.

7. John David Hale is also an employee of LDG. Mr. Hale and I prepared a mailing list of property owners within 500 feet, using a combination of Buncombe County GIS and tax record information, and information from the Buncombe County Register of Deeds. A copy of that mailing list is attached hereto as Exhibit A.
8. On November 8, 2022, John David Hale deposited notices of the community meeting in the mail addressed to every owner on the mailing list. A copy of the mailed notice is attached hereto as Exhibit B. Copies of the notice were also mailed to Jennifer Jackson, Weaverville Town Attorney, and James Eller, Weaverville Town Planning Director, at their Town of Weaverville mailing addresses, as well as to Robert Oast, LDG's local counsel, in Asheville, North Carolina. The notices were mailed from Louisville, Kentucky. A copy of the envelope containing the notice sent to Mr. Oast, with the postmark date of November 9, 2022, shown thereon, is attached as Exhibit C.
9. On November 9, 2022, notices similar to the mailed notices were posted on the Property by Suzanne Bellich, the real estate agent who is assisting LDG with the acquisition of the Property. Photographs of the posted notices are attached hereto as Exhibit D.
10. On November 20, 2022, the community meeting was held as per the notice at the Weaverville Community Center at 60 Lakeshore Drive.
11. I was personally present at the community meeting, along with John David Hale. Luke Shealy and Ashton Smith of Kimley-Horn, the engineers for the Project, were in attendance via video and audio connections, as was attorney Bob Oast. Several members

of the community were in attendance, and a copy of the sign-up sheet is attached hereto as Exhibit E. Mr. Eller, Weaverville's Planning Director, also attended the meeting.

12. At the meeting, I made a short presentation about the Project that LDG proposes to build, if the conditional zoning and annexation are approved. A copy of the presentation slides is attached as Exhibit F.
13. Following the presentation, there was a question and answer session and a general discussion about the Project. A summary of the presentation, the questions and answers, and the general discussion is attached hereto as Exhibit G. The meeting began at 3:00 p.m., and ended after 5:00 p.m.
14. Prior to and following the community meeting, I have had telephone conversations and email correspondence with members of the community regarding their concerns.
15. As a result of the concerns that we have heard at the community meeting and at the various meetings of the Weaverville Town Council where this Project has been considered, LDG is considering changes to the site plan, including reorientation of the buildings to move them away from the residential area to the south, moving the swimming pool and clubhouse to the north side of the property, increasing the vegetative buffer, and leaving some of it undisturbed. LDG is also working with NCDOT regarding construction of a sidewalk northward from the Property, the installation of a pedestrian crosswalk on Monticello Road, and other improvements that DOT might require.

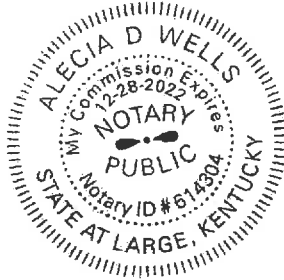
Further, your affiant sayeth not. This the 5 day of December 2022.


Landon Cox

[notarial acknowledgement appears on following page]

STATE OF Kentucky
COUNTY OF Jefferson

SWORN TO and subscribed before me this the 5th day of December, 2022.



Alecia D Wells, Notary Public
Alecia D Wells

(Printed name)

(SEAL)

My Commission Expires: 12-28-2022



COMMUNITY MEETING

SUNDAY, NOVEMBER 20

3 - 5 P.M.

WEAVERVILLE COMMUNITY CENTER



LDG
DEVELOPMENT

REZONING REQUESTED FOR 171 MONTICELLO ROAD

LDG Development is seeking annexation of 171 Monticello Road into the City of Weaverville and R-12 with Conditional Zoning. Please join us to learn more about our request for annexation, zoning request, and proposed 168-unit affordable housing community at 171 Monticello Road.

Members of the development team will be available to discuss the community, answer questions, and receive suggestions on how we can improve the development's design and better serve our residents.

The event will be held on Sunday, November 20 from 3:00-5:00pm at the Weaverville Community Center (60 Lakeshore Dr, Weaverville, NC 28787).

EXHIBIT
C



LDG
DEVELOPMENT

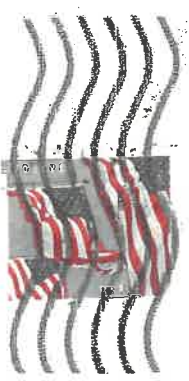
LDG Development, LLC
545 South 3rd Street
Louisville, KY 40202



McGuire Wood & Bissette
Attn: Robert Oast, Jr
48 Patton Ave
Asheville, NC 28801

LOUISVILLE KY 403

9 NOV 2022 PM 2 L



66

28801-330025



For Sale
D.J. Sours
828-776-9769



COMMUNITY MEETING
SUNDAY, NOVEMBER 20
3:00 P.M.
WEAVERVILLE COMMUNITY CENTER



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SUNDAY, NOVEMBER 20
3 - 5 P.M.
WEAVERVILLE COMMUNITY CENTER

LDG
DEVELOPMENT

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Attendee Sign-in

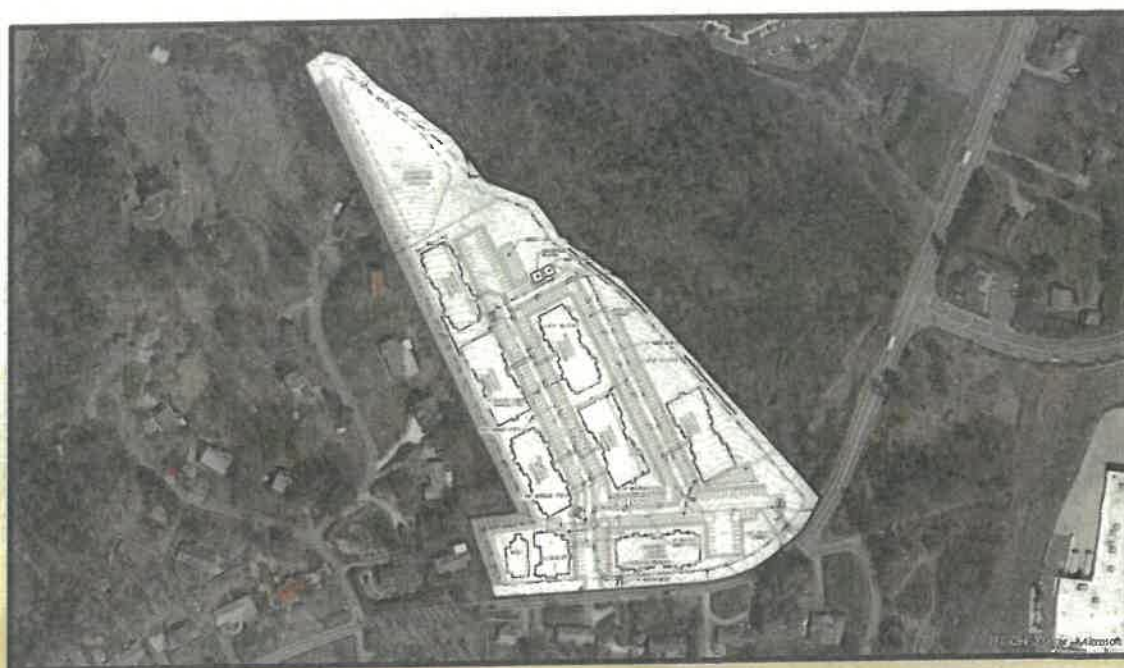
Event: Monticello Family - Conditional Zoning - Community Meeting

Date: 11/20/22

Name	Address	Phone	E-Mail
Merideth French	175 Monticello Rd, WV		
CHRIS ROBERTS	185 MONTICELLO RD.		CHRISZONCT@aol.com
James Eller	18 Highland St.	828 206 9073	jeller@weaverhillwv.org
Courtney Bellish	20 W 87TH ST NY		
Sharon Yopp	11 E. Rolling Acres	706-201-5558	Yopp@bellsouth.net
PATRICIA BUMBALUNT	1 E. Rolling Acres	828-231-2394	mtrobserver@govcouncil.co
ELLEN REHMAN	5 E RAVINE PARK	828 242-1925	ASHEVUEPT@aol.com
Sarah Bivins	182 Monticello Rd		sbivins@aol.com



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Monticello Affordable Housing Community Meeting

November 20, 2022



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Our Request

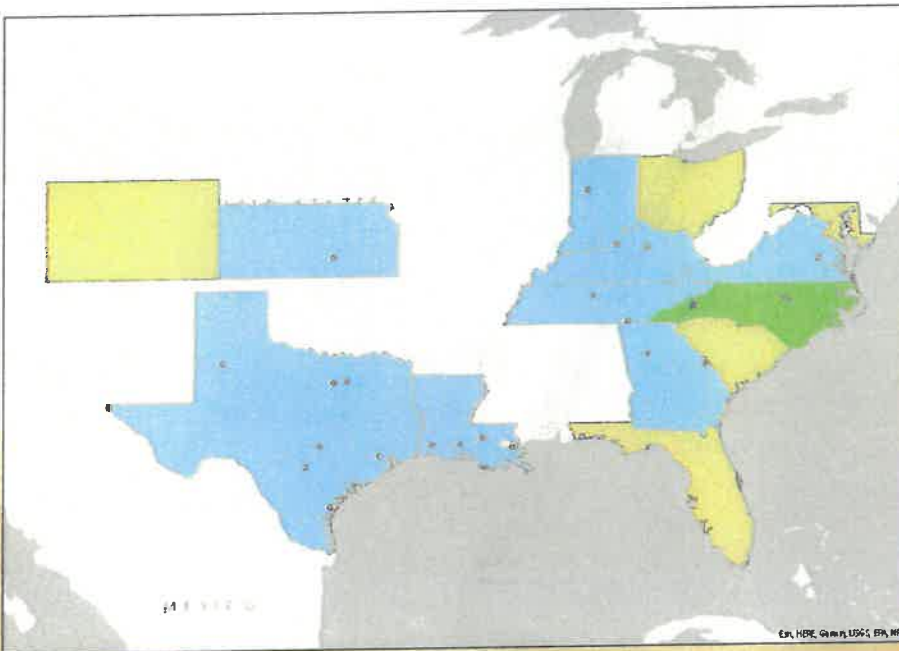
Conditional Zoning
168 Residential Units
15.73 Units / Acre





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Company Overview



Est. 1994

One of America's Largest Affordable Housing Developer

Motto

"Everyone Deserves a Quality Place to Live"

Activities

Develop

Construct

Own (Long-term)

Locations

Established Markets: 8

(GA, IN, KS, KY, LA, TN, TX, VA)

New Markets: 6

(CO, FL, MD, NC, OH, SC)

Portfolio

Communities: 100+

Units: 20,000+



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Community Overview[†]

* Residential Units

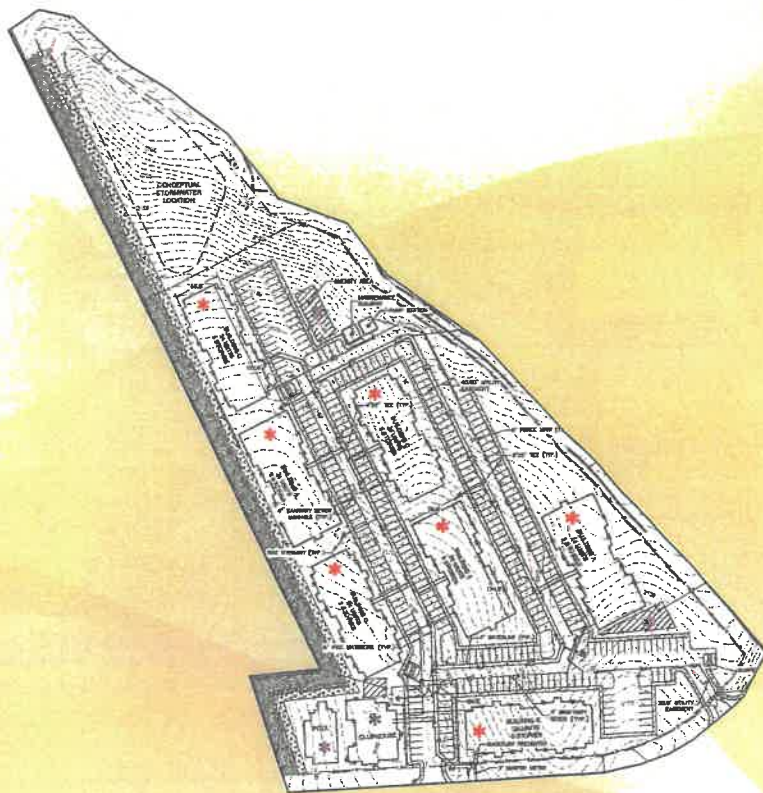
- ✓ All Energy Efficient Appliances
- ✓ Walk-in Closets (Wire Shelving)
- ✓ Synthetic Hardwood Flooring
- ✓ Granite Countertops
- ✓ Ceiling Fans
- ✓ Balcony/Patio
- ✓ Washer/Dryer Hook-ups

* Clubhouse

- ✓ Lease Office
- ✓ Community Room
- ✓ Mailroom
- ✓ Laundry Facility
- ✓ Computer Center
- ✓ Exercise Facility

* Common Area Amenities

- ✓ Pool
- ✓ Playground with Toddler Play Area
- ✓ Walking Path with Benches
- ✓ Covered Grilling Pavilion with Picnic Tables



[†] Information current as of October 2022





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Unit Mix [†]

Monticello Family					
Income Restriction	Household Income	Unit Type	Projected Rent*	# Units	Size
30% AMI	\$14,469 - \$23,445	1 BR / 1 BA	\$ 422	9	730 SF
		2 BR / 2 BA	\$ 507	32	1,019 SF
		3 BR / 2 BA	\$ 586	23	1,286 SF
60% AMI	\$28,971 - \$46,890	1 BR / 1 BA	\$ 845	6	730 SF
		2 BR / 2 BA	\$ 1,014	21	1,019 SF
		3 BR / 2 BA	\$ 1,172	15	1,286 SF
80% AMI	\$38,640 - \$62,520	1 BR / 1 BA	\$ 1,127	9	730 SF
		2 BR / 2 BA	\$ 1,352	32	1,019 SF
		3 BR / 2 BA	\$ 1,563	23	1,286 SF
*HUD rent limits as of March 2022				Total Units:	168



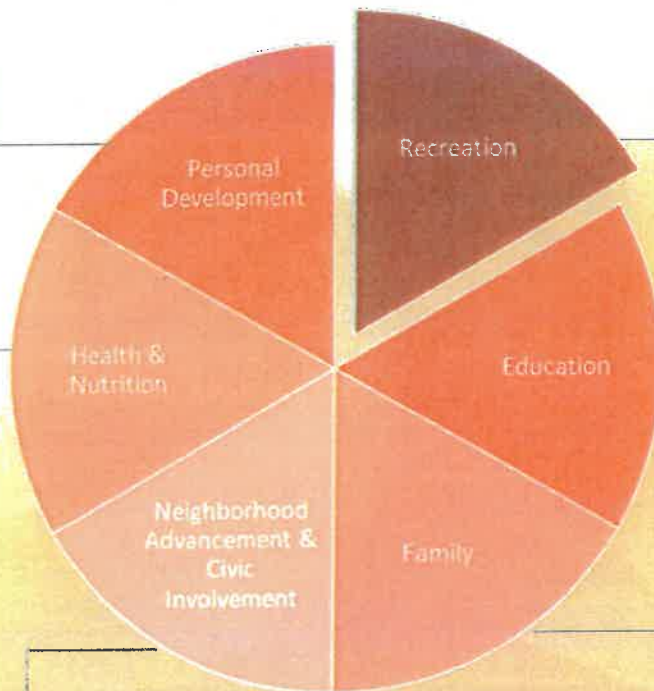
[†] Current as of Aug 2022

Resident Services †

- Home Buyer Education
- Credit Building Workshops
- Vocational Skills Assessment & Resume Workshops
- After School Program

- Health Screenings
- COVID-19 Vaccination
- Healthy Eating Classes
- Exercise Classes

- Rent and Utility Assistance
- Community Food Pantry
- Community Library



- Arts and Crafts
- ZUMBA
- Boardgames and Snacks
- Bingo
- Slime and Snacks

- English Vocabulary and Conversation
- College Scholarship Workshops
- GED Preparation

- Counseling
- Financial Planning
- Legal Assistance (e.g., Immigration Law)

- ✓ 150 Programs and Services
- ✓ Regular Assessment of Resident Needs

† Current as of August 2022



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Affordable Housing Need †

<i>Income Target</i>	30% AMI	60% AMI	80% AMI	Total Units
<i>Minimum Income Limit</i>	\$14,469	\$28,971	\$38,640	\$14,469
<i>Maximum Income Limit</i>	\$23,445	\$46,890	\$62,520	\$62,520
<i>(A) Renter Income Qualification Percentage</i>	11.2%	19.0%	20.6%	44.0%
Demand from New Renter Households <i>Calculation: (C-B) * A</i>	26	44	48	102
Plus				
Demand from Substandard Housing <i>Calculation: B * D * F * A</i>	41	69	75	161
Plus				
Demand from Rent Over-burdened Households <i>Calculation: B * E * F * A</i>	258	439	477	1,017
Equals				
Total PMA Demand	325	552	600	1,280
Less				
Comparable Units	0	0	0	0
Equals				
Net Demand	325	552	600	1,280
Proposed Units	64	42	64	170
Capture Rate	19.7%	7.6%	10.7%	13.3%



† Current as of Feb 2022



Proximity to Key Amenities

Amenity Type	Name	Address	Driving Distance
Shopping	Walmart Supercenter	25 Northridge Commons Pkwy, Weaverville, NC 28787	.5 mi.
Pharmacy	CVS	121 Monticello Rd, Weaverville, NC 28787	.6 mi.
Retail	Dollar Tree	31 Northridge Commons Pkwy, Weaverville, NC 28787	.7 mi.
Restaurant	Dairy Queen	112 Monticello Rd, Weaverville, NC 28787	1.1 mi.
Grocery	Publix	165 Weaver Blvd, Weaverville, NC 28787	1.2 mi.
Healthcare	Mission Family Medicine	63 Monticello Rd, Weaverville, NC 28787	1.2 mi.
Library	Weaverville Public Library	41 N Main St, Weaverville, NC 28787	1.9 mi.
Public School	North Buncombe Middle School	51 N Buncombe School Rd, Weaverville, NC 28787	2.1 mi.





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Key Dates[†]

Monticello Milestones	Date
Annexation Complete	Jan-23
Zoning Complete	Jan-23
Permits Awarded	Sep-23
Construction Start	Sep-23
Lease-up Begin	Sep-24
Construction End	Sep-25
Lease-up End	Oct-25

Annexation and Conditional Zoning	Date
Community Meeting	11/20/22
Public Comment (City Council)	11/21/22
Planning Board Meeting	12/06/22
City Council Vote	01/23/23



[†]Current as of Nov. 2022



Example Residential Units





Example Amenities & Clubhouse



 **LDG**
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FAQs





Question: Does Weaverville have enough water capacity to service this community?

Response: Yes, there is enough water to service existing commitments and this community

- Confirmed by Weaverville staff (August 22 City Council meeting)
- Community water conservation measures:
 - Low flow toilets
 - Pressure-limiting shower heads
 - Native landscaping



Question: Will criminals live in this community?

LDG Response: Each resident will be accountable for behavior inconsistent with the community's conduct policies, including eviction for serious acts of misconduct.

Our communities employ several strategies to ensure resident and public safety.

- Applicant screening process
 - Includes an assessment of the applicant's criminal history
- Security features to deter misconduct
 - Perimeter fencing
 - Secured vehicular access



Question: How was the market demand calculated for this community?

LDG Response: Market study commissioned by LDG from a third-party market analyst (*Real Property Research Group, Inc.*)

- Used by the North Carolina Housing Finance Agency (NCHFA)
- Guidance from NCHFA’s “Market Study Standards and Requirements” and best practices established by *National Housing and Rehabilitation Association* (NHRA)
- Considerations include:
 - Commuting patterns and drive-time analysis
 - Proximity to employment centers
 - Comparable housing alternatives
 - Jurisdictional and local agency service boundaries,
 - Area housing characteristics
 - Natural boundaries.



Inquiry: Are affordable housing residents transients?

LDG Response: Average tenure of affordable housing renters are longer than those of non-affordable housing renters



LDG
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Inquiry: Will this community pay taxes?

LDG Response: The community will be owned by a non-profit entity and exempt from property taxes.



Inquiry: Will stormwater run-off from the community cause erosion on neighboring properties?

LDG Response: Unlikely.

Civil engineers will design site with stormwater controls

- Redirect stormwater into retention areas
- Water is filtered and redistributed to the environment

Natural Topography



Inquiry: Can high quality affordable housing be created and maintained in a community with so many units?

LDG Response: Yes.

LDG has over 25 years of experience

- 20,000+ units, 100+ communities
- 168 units is among the smallest communities LDG has developed

High quality construction materials

- Exceed ENERGY STAR certification standards



Inquiry: Will residents be disadvantaged living so far from public transportation?

LDG Response: No.

Nearly all LDG residents own cars

Residents will be made aware of proximity to public transit during application process



LDG
DEVELOPMENT

Thank you!



Landon Cox
Development Manager
LDG Development, LLC
1469 S. 4th Street
Louisville, KY 40208
Office: (502)-916-2416
lcox@ldgdevelopment.com



Chris Byrd
Development Director
LDG Development, LLC
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Louisville, KY 40208
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cbyrd@ldgdevelopment.com



John David Hale
Development Coordinator
LDG Development, LLC
1469 S. 4th Street
Louisville, KY 40208
Office: (502)-916-2423
jhale@ldgdevelopment.com

Community Meeting Summary
Conditional Zoning Request (171 Monticello Rd.)
Weaverville Community Center
November 20, 2022

1. Is there a bus stop nearby?
 - a. Yes, there is a North Buncombe Trailblazer stop in front of the Walmart across the street (the “Super Wal-Mart/Lowe's” bus stop). This stop brings travelers to the ART bus system.
2. Where will the water come from?
 - a. Weaverville water system.
3. Is LDG a non-profit?
 - a. No, LDG is a for-profit company.
4. Who will pay for services from the Town of Weaverville?
 - a. Residents will pay for services through Weaverville sales tax.¹
5. When and by whom will our comments and concerns about the development be heard?
 - a. The Weaverville Town Council, Mayor, Buncombe County Commissioners, and town staff members are listening to comments and complaints by the public. They have received comments sent via email, standard mail, and by phone. They have also received feedback during the public comment component of the Town Council’s monthly meeting. LDG assures the public that comments are received and taken seriously, as each have been promptly passed along to LDG for response.
6. What is your plan for storm water run-off
 - a. Stormwater is an important component of the site design process. LDG is required to meet the local storm water ordinance, which is a set of design standards intended to mitigate stormwater. In essence, stormwater will be redirected to a stormwater retention pond using a combination of site and building design strategies, including grading, downspouts, gutters, and underground pipes. Water in the retention pond will be filtered and safely redistributed into the environment. It is also important to note that the site’s existing topography slopes away from the western parcel owners, which means storm water runs from west to east (i.e., from the western parcel owners onto our site), which will only be bolstered by the eventual reduction in site elevation that will take place during the construction phase (i.e., our site will sit even lower than it already does from the western neighbors).
7. How do we know the stormwater systems won’t break down like they have on other developments around town?
 - a. We are unfamiliar with these developments, but LDG, our civil engineers, and the local planning department spend a great deal of time scrutinizing the site’s stormwater design to make sure it dependably and effectively protects against excessive stormwater runoff and soil erosion. LDG has also requested its engineers give particular attention to this matter during when designing the site due to the unusually high-level of concern from neighboring landowners.
8. Will the site’s elevation change? If yes, by how much?

¹Landon Cox incorrectly stated residents would pay income taxes to the Town of Weaverville during the meeting.

- a. Yes, the site's elevation will decrease. LDG does not know how much the site's elevation will decrease at this time.
9. Where will the kids go to school?
- a. Not sure which schools are the home school; will investigate [Elementary: Weaverville Prim/Elem; Intermediate: North Windy Ridge Intermediate; Middle: North Buncombe Middle; High: North Buncombe High]
10. Will the schools have enough capacity to hold the children from your community?
- a. Not sure how to determine this without knowing how many children will move into our community; however, our projected market area is concentrated in north Buncombe Co. which, if true, suggests many of the children that move to our community will already be residents of the area and will continue to attend the same school.
11. Will this community pay property taxes? Please clarify the tax status of this community.
- a. LDG is a for-profit affordable housing developer. Communities developed by LDG are typically subject to property tax calculated using the "income method". Occasionally, LDG will co-develop communities with a non-profit affordable housing developer. Communities that result from co-developments between LDG and a non-profit developer are treated as a non-profit entity for property tax purposes. LDG intends to partner with a non-profit developer on the proposed community and does not anticipate the community will be subject to property tax.
12. Can you define the word "buffer"?
- a. Buffer is an area that will remain free buildings, parking, roadways, and hardscapes. Undisturbed buffer will likewise remain free of these elements but will also be protected from the destruction of trees and plants that exist within the area.
13. Will you commit to 35 ft of undisturbed buffer?²
- a. LDG has committed to a total buffer of 35 ft. along its western boundary but cannot commit to leaving the entire 35 ft. buffer undisturbed. The buffer LDG has proposed is comprised of (a) 20 ft. of undisturbed buffer nearest to the neighboring parcels, and (b) 15 ft. of buffer nearest to the multifamily community that may be disturbed to facilitate construction activities (e.g., the transportation of materials and equipment needed for construction activities adjacent to the 35 ft. buffer).
14. Can you leave the trees that exist on the property?
- a. LDG will leave all the trees within the 20 ft. undisturbed buffer and as many other trees as possible on the rest of the land. LDG wishes to minimize tree removal because it will reduce cost, improve the aesthetic beauty of our community, protect against erosion, mitigate stormwater run-off, and keep our neighbors happy.
 - b. An arborist can be used to help with the tree roots and preserving the trees that we can and let us know which trees need to come out.
15. Will there be a berm?
- a. No.
16. Will this project decrease our property value?
- a. No.

² Property owners along the site's western boundary have requested 35 ft. of undisturbed buffer because their homes are located near the parcel boundary and because they believe it is important to prevent their homes from flooding (i.e., trees are a natural mitigant for stormwater runoff and soil erosion). Please refer to questions 7 and 13 for LDG's response to these concerns.

17. Can you share the research that supports your claim that this community will not reduce our property values?
 - a. Yes.³
18. Would you live next to a development like you have proposed?
 - a. I [Landon Cox] would not be deterred from living at a location based on its proximity to an LDG development like the one proposed.
19. Where is the nearest:
 - a. Restaurant (Subway, 0.5 miles)
 - b. Healthcare (Mission Family Medicine, 1.2 miles)
 - c. Playground (on-site, 0.0 miles)
20. Can you supply the contact information for neighbors that live next to your properties?
 - a. No.
21. What happens if stormwater run-off impacts my home?
 - a. We do not expect this will happen for all the reasons discussed above.
22. How will this project be financed?
 - a. Combination of three sources: federal Low Income Housing Tax Credits (approx. 35%); municipal bonds (approx. 45%); and local government loans (approx. 20%)
23. How do we know you are not going to build the property and let it decay?
 - a. LDG is obligated to own the community for at least 15 years as a condition of our tax credit award; however, our company will likely own this community for many years after the 15-year obligatory ownership period has ended.
24. What will you do for security of/from your residents?
 - a. Our communities employ several strategies to ensure resident and public safety. Before moving into our community, residents must pass a thorough screening process that includes an assessment of the applicant's criminal history. LDG holds each resident accountable for behavior inconsistent with the community's conduct policies, including eviction for serious acts of misconduct. The community will also incorporate security features to deter misconduct among residents, including perimeter fencing and security cameras throughout the community. Finally, each entrance will have secured vehicular access.
25. Can you adjust the site's layout to move these away from the western parcel boundary?
 - a. Pool (LDG has asked its civil engineer to determine whether the pool can be moved away from the western boundary.)
 - b. Resident building (LDG has asked its civil engineer to determine whether the residential buildings can be moved farther from the western boundary.)
26. What are you going to do about the impact on traffic?
 - a. LDG will commission a traffic study to assess existing traffic conditions and make projections about the impact our community is likely to have on the surrounding roadways. The traffic study will also make recommendations on site design changes and infrastructure improvements needed to mitigate the impact our community will have on the traffic patters. LDG will implement the recommended changes that come from the traffic study. The study will be conducted in accordance with

³ Obrinsky, Mark, and Debra Stein. "Overcoming Opposition to Multifamily Rental Housing." Joint Center for Housing Studies, Harvard University, Mar. 2007, https://www.jchs.harvard.edu/sites/default/files/rr07-14_obrinsky_stein.pdf.

NCDOT standards and submitted to the state for review and approval as part of the permitting process.

27. Will there be on-site security personnel?
 - a. No.
28. Will there be a “courtesy officer” (i.e., a police officer that resides at the community)?
 - a. Unlikely. This is something that LDG has considered implementing at certain communities but has not decided to adopt as of this meeting.
29. When is the planning board meeting and when will they vote?
 - a. We believe this project will be taken up by the Planning Board on Dec. 6, at which time the board will review LDG’s conditional zoning package and hear a presentation by LDG on the proposed community. We do not know if they will vote on Dec. 6 because the board may elect to vote or postpone the vote at their own discretion.
30. Will the plan displayed at the city council meeting on Nov. 21 show the relative position of each neighbor’s house to the development?
 - a. The site plan displayed will be the same plan LDG submitted with its conditional zoning application to Weaverville. Some houses are visible on-site plan but others are covered by property ownership information displayed within the parcel for reference by the site plan reviewer, which is standard practice.
31. Will the site have sewer access?
 - a. Yes, we expect sewer service to be extended to our site from existing sewer lines to the east or north. The community will utilize a pump station.
32. Can the retention pond be relocated?
 - a. LDG has asked our civil engineer to determine whether the retention pond can be reduced in size or moved underground below the community.
33. When does the summary of the neighborhood meeting need to be supplied to the town?
 - a. Sometime prior to the planning board meeting.
34. How much of the plan will be changed before the entire development process is completed?
 - a. Ideally, very little. In practice, it is impossible to say until LDG has completed its site investigation and received feedback from the planning staff/town council.
35. Will engineer be in town for thanksgiving?
 - a. No.
36. Please provide a revised site plan with an aerial image that clearly shows each neighboring home and its location relative to the site’s parcel boundary.
 - a. We will make this change on the next site plan iteration.

Conditional District Zoning – Summary of Approval Process

Petition Submitted	Owner	§20-3203(d)	<ul style="list-style-type: none"> • Must be submitted by owner or an agent for owner (such as a potential owner or developer) • Petition to include: <ul style="list-style-type: none"> • Stmt analyzing reasonableness of request • Fee (per applicable Fee Schedule) • Preliminary plan or site plan (§20-2504) • Number/general location of proposed structures • Proposed use of land; number of housing units, total square footage of nonresidential • Yards, buffers, screening, landscaping, sidewalks req'd and notation of any deviation • Number of signs • Traffic, parking, and circulation plans • Height of all structures • Exterior features of all development
Staff Review	TRC	§20-3110	<ul style="list-style-type: none"> • Staff's technical review of petition • Planning, Public Works & Fire Marshal • Written staff report provided with comments
Initial Consideration by Town Council and Referral to Planning Bd	TC	§20-3203(e)(1)	<ul style="list-style-type: none"> • Initial consideration by TC is intended to provide TC with an opportunity to express any preliminary thoughts related to the petition but shall not serve as a final determination
Planning Bd Review and Recommendation	PB	§20-3203(d) §20-1504(b) §20-1505(b)-(d)	<ul style="list-style-type: none"> • Consistency with CLUP • Reasonableness; factors to be considered: size, physical condition and other attributes of the area; benefits and detriments to the owner, neighbors, surrounding area, relationship between current actual and permissible development on the property and the area and the proposed permissible development; why the action taken is in the public interest; any changed conditions warranting the request • Recommendation can include recommended conditions of approval
Community Meeting	Owner	§20-3203(e)(2)	<ul style="list-style-type: none"> • At least 1 community meeting prior to PH • Posting and mailed notice to property owners w/in 200 feet • Written report must be submitted with roster of attendees, summary of issues raised and any changes made as a result
Public Hearing	TC	§20-1504(c)	<ul style="list-style-type: none"> • Posting and mailed notice to abutting property owners • Reasonable rules concerning public hearing can be established
Citizen Comments	Clerk	§20-1504(c)(5)	<ul style="list-style-type: none"> • Clerk must forward all written comments received 2 business days ahead of action to TC
Action	TC	§20-3203(f)	<ul style="list-style-type: none"> • Conditions must be agreed to by owner • Action is by majority vote of TC • Approval is by adoption of an ordinance

Town of Weaverville
Town Council Agenda Item

Date of Meeting: December 19, 2022
Subject: Public Works & Water Department Quarterly Report
Presenter: Dale Pennell, Public Works Director
Attachments: Quarterly Report (September 2022 - November 2022)

Description:

Attached please find the quarterly report from the Public Works Department including the Water Department.

Action Requested: None.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET

SEPT 2022 - NOV 2022

WATER MAINTENANCE DIVISION:

	Sep-22	Oct-22	Nov-22	3 month average
Water Leaks Repaired	3	4	1	3
New Water Taps	4	4	1	3
Total Active Water Meters	3,217	3,212	3,207	3212
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	24	52	40	39
General Service Calls	75	106	79	87
Water Door Tags Delivered	27	34	15	25
Water Line Locate Utility Service Calls (811)	187	140	117	148
Reservoir-Pump Station Site Checks	4	3	3	3
Water Line Construction Inspections:				
	Palisades (95%)	Palisades (95%)	Palisades (95%)	

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 (3 + B + C)
- E. TOTAL UNACCOUNTED (A1-D)
- F. MONTHLY UNACCOUNTED WATER (E/AX100)

	Sep-22	Oct-22	Nov-22	3 month average
1A. Raw water pumped from river to Water Treatment Plant (daily average vs. 1.5 MGD plant capacity)	22,044,000 49%	21,126,000 45%	18,785,000 42%	20,651,667 46%
1B. Raw water used at the WTP	1,053,000	1,411,000	1,856,000	1,440,000
1C. Finished water Produced at WTP	20,991,000	19,715,000	16,929,000	19,211,667
2. Water Purchased from Asheville	0	0	0	0
A1. TOTAL WATER PRODUCTION (1.C. + 2)	20,991,000	19,715,000	16,929,000	19,211,667
3. Finish Water used at WTP	791,676	709,740	609,444	703,620
A2. TOTAL WATER AVAILABLE FOR SALES	20,199,324	19,005,260	16,319,556	18,508,047
B. TOTAL METERED FOR BILLING	17,018,500	15,476,500	14,759,800	15,751,600
C. Metered, Non-Metered & Non-Billed Use by Town	1,650,000	2,275,000	780,500	1,568,500
D. Total Accounted For Water (3 + B + C)	19,460,176	18,461,240	16,149,744	18,023,720
E. TOTAL UNACCOUNTED (A1-D)	1,530,824	1,253,760	779,256	1,187,947
F. MONTHLY UNACCOUNTED WATER (E/AX100)	7.3%	6.4%	4.6%	6.2%

WATER CAPACITY VS PRODUCTION:

(Gallons per day)

Water Plant Design Capacity
 Average Daily Production
 Total Water Production (A1 above) / 30 days in month
AVERAGE USE RELATIVE TO DESIGN CAPACITY
 Current Water Commitments for future development
MONTHLY USAGE & FUTURE USAGE VS 1,500,000 GPD

	Sep-22	Oct-22	Nov-22	3 month average
Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000
Average Daily Production	699,700	657,167	564,300	640,389
Total Water Production (A1 above) / 30 days in month	46.6%	43.8%	37.6%	42.7%
AVERAGE USE RELATIVE TO DESIGN CAPACITY	337,874	337,874	364,174	346,641
Current Water Commitments for future development	69.2%	66.3%	61.9%	65.8%

STREETS DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed
 Roads paved

	Sep-22	Oct-22	Nov-22	3 month average
Street/Sidewalk/Drainage /Sign Repairs Completed	2	2	1	2
Roads paved	na	na	Cherry St by MSD	

GROUNDS MAINTENANCE DIVISION:

P&R Special Projects/Repairs Completed

	Sep-22	Oct-22	Nov-22	3 month average
P&R Special Projects/Repairs Completed	2	2	2	2

SANITATION DIVISION:

	Sep-22	Oct-22	Nov-22	3 month average
Residential Collection Points	2223	2232	2234	2230
Monthly Residential Collections (4/month)	8892	8928	8936	8919
Business Pick Ups	80	80	80	80
Business Pick Ups (4/month)	320	320	320	320
Residential Set-Outs	99	99	99	99
Residential Set-Outs (4/month)	396	396	396	396
TOTAL points picked up per month	9608	9644	9652	9635
Total Tons to Landfill	118.37	125.74	131.68	125.26
Average Pounds Per Collection Point (per week)	24.6	26.1	27.3	26.0
Cubic Yards - Yard Debris	45	36.0	36.0	39.0
Cubic Yards - Brush Chipped	110	143	99.0	117.3
Cubic Yards - Leaf Collection	0	490	1498	663

MISC

- 48 toter garbage cans were sold during the quarter; we began delivery of 1600 new toters on November 8 and 1,164 were delivered by 12/5.
- Bidding of FY 22-23 Paving Project will be done during winter with paving to begin in Spring 2023; the preliminary list includes:
Alabama Avenue, Wildwood Park, Birkdale Avenue, Courseview Drive, Roberts Street, Twin Courts Drive, Preston Court, and Central Avenue as well as replacement of various handicap ramps around the downtown area and installation of the handicap parking area at Lake Louise.
- Our WTP received the NC DEQ AWOP Turbidity Removal Award for 2021 in September.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by:

Dale Pennell, Public Works Director

REVISED 11-30-2022

Water Line Status	Project with current commitment	Address	Description	Number of Units	Gallons per Connection (GPD)	Projected Demand per NCDEQ standards (GPD)	Estimated Demand at 50 GPD/lot and 100 GPD/house
Construction	Stoney/Knob Mixed Use Development	3 Garrison Road	2 buildings w 4 units/bldg	8	625	5,000	5,000
Construction	Palisades at Reems Creek	WeaverVillage Highway	132 apartments + clubhouse	133	55100	55,100	6,650
Construction	16-18-20 Garrison	Garrison Branch Road	3 commercial buildings	1	14824	14,824	14,824
Construction	6,000 SF Retail at Northridge Com	49 Northridge Commons Pkwy	1 commercial building	1	600	600	600
Pending	Ollie Weaver Apartments	60 Ollie Weaver Road	202 apartments + clubhouse	202	200-400	55,600	10,100
Pending	Pleasant Grove Townhouses	9 Pleasant Grove Road	54 townhouses	54	400	22,000	5,400
Pending	Clarks Chapel Subdivision	601 Clarks Chapel Road	13 homes	13	400	5,200	1,300
Pending	Monticello Family Apartments	171 Monticello Road	7 buildings + clubhouse	168	108@300 + 60@400	56,600	8,400
on-going	Existing but not active meter sets						
on-going	Projected inside-town vacant land development (rev 8/27/2020)		157 open meter sets	157	260	39,250	15,700
on-going	Projected Outside-town-limit residential units			250	400	100,000	25,000
				25	400	10,000	2,500
			Subtotal On-going Projections			149,250	43,200
			Total Outstanding Commitments			384,174	95,474
SUMMARY OF PROJECTED WATER DEMANDS (GPD)							
Average metered and unmetered town usage per day	Average Unaccounted-for daily water	Outstanding Commitments (as of Nov 30, 2022)	Mars Hill agreement for emergency water (see note 3 below) (expired Oct 20, 2015)	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed	Notes
Sept 2022 - Nov 2022	Sept 2022 - Nov 2022						
600,791	39,598	364,174	0	1,004,563	1,500,000	66.97%	see 1 below
600,791	39,598	95,474	0	735,863	1,500,000	49.06%	see 2 below
Outstanding Wtr Commitments 11-30-2022							

Note 1. Chart uses only Sept - Nov usage data and NCDEQ projected flow for future commitments.
 Note 2. Chart uses only Sept - Nov usage data with average actual demand for future commitments.
 Note 3. Projections do not include any future flow to the Town of Mars Hill (200,000 GPD in expired agreement) and possible additional 200,000 GPD in future.