

In-Person and Remote Access via Zoom:

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

	Pg #	Presenter
1. Call to Order		Mayor Fitzsimmons
2. Public Hearing: Ollie Weaver Road Project R-3 Zoning	4	Planning Director Eller
3. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
4. Consent Agenda		Town Manager Coffey
A. May 17, 2022 Town Council Regular Workshop Minutes	18	
B. May 23, 2022 Town Council Regular Meeting Minutes	20	
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6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
7. Discussion & Action Items		
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H. MS4 Stormwater Program Update	104	Town Attorney Jackson
I. Quarterly Report – Public Works Department	111	Public Works Dir. Pennell
J. Quarterly Report – Water Department	116	Water Res. Supt. Duncan
8. Closed Session		Mayor Fitzsimmons
<i>N.C.G.S. § 143-318.11(a)(3) – To consult with the Town Attorney in order to preserve the attorney-client privilege, and to consider and give instructions to an attorney concerning the handling or settlement of a claim.</i>		
9. 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. 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 and priority will be given to those commenters in attendance and residents of the Town. Comments during the meeting are generally limited to 3 minutes. For those attending remotely, at the appropriate time you will be asked to “raise a hand” if you would like to give a comment (this is found with the reactions button on Zoom). You must be recognized before giving your comment and are asked to turn your video on during your comments if possible. Written comments timely received will be provided to Town Council, included as part of the minutes of the meeting, 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 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@weavervillenc.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 – JUNE 27, 2022, AT 6PM
REMOTE ELECTRONIC MEETING LOGIN CREDENTIALS**

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided pursuant to N.C. Gen. Stat. § 166-19.24 to inform the public that the Weaverville Town Council will hold its regularly scheduled meeting on **Monday, June 27, 2022, at 6:00 p.m. as both an in-person meeting (Council Chambers/Community Room at Town Hall, 30 South Main Street) and as an electronic video meeting via Zoom.** For those wishing to participate 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. Normal rules of decorum apply to all comments and duplicate comments are discouraged. Public comments may be submitted during the meeting or in writing in advance. The public comments section of the meeting will be limited to approximately 20 minutes, but may be extended by Town Council if time allows. If attending remotely, at the appropriate time you will be asked to “raise a hand” if you would like to give a comment (this is found with the reactions button on Zoom). You must be recognized before giving your comment and are asked to turn your video on during your comments if possible. Individual comments during the meeting are generally limited to 3 minutes. Written comments timely received will be provided to Town Council, included as part of the minutes of the meeting, 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_vIqimFUQ, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor

6/23/2022

**TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING AND
NOTICE OF REMOTE ELECTRONIC MEETING**

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on Monday, June 27, 2022, beginning at 6:00 p.m., for the purpose of holding a Public Hearing on the initial zoning of the property commonly known as unaddressed Garrison Branch Road, 55 Garrison Branch Road and 60 Ollie Weaver Road, bearing the parcel identification numbers 9733-73-5347, 9733-83-1054 and 9733-83-3019, as R-3 if annexed into the corporate limits of the Town of Weaverville.

This public hearing will occur as an in person meeting and as an electronic audio/video meeting via Zoom Meeting. Access to the meeting and hearing will begin at 5:45 p.m. and the meeting and hearing will start at 6:00 p.m.

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If you would like ADDITIONAL INFORMATION or to review the content related to the Public Hearing, or have questions regarding how to submit a comment or join the meeting, you may contact Planning Director and Town Clerk James Eller at 828-484-7002 or jeller@weavervillenc.org.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: June 27, 2022

SUBJECT: Ollie Weaver Rd Project – R-3 Zoning

PRESENTER: Town Planner James Eller

ATTACHMENTS: Application of Initial Zoning
Planning Board Findings and Recommendation
Public Hearing Notice and Affidavit

DESCRIPTION/SUMMARY OF REQUEST:

The annexation petition submitted by WeaverVegas, LLC, and Gregory and Sharon Schulz, is currently under consideration by Town Council. A zoning map amendment has been submitted for these properties requesting an initial zoning of R-3. An R-3 zoning designation on these properties will allow either a single-family residential project or a multi-family residential development with a maximum density of 202 units.

Tonight’s public hearing on the initial zoning of the property that is being considered for annexation was advertised in accordance with North Carolina law.

The Planning Board met on June 7, 2022, and reviewed the R-3 zoning request. In a unanimous decision the Planning Board found that R-3 zoning on these properties is consistent with the Comprehensive Land Use Plan and reasonable.

As a part of the public hearing staff will formally present the Planning Board’s findings and recommendations, provide any written comments that were timely received regarding the proposed R-3 zoning, offer staff level comments, and will generally be available to answer questions of Town Council.

It is anticipated that the owner and/or developer, or their representatives, will also be in attendance at this public hearing to provide comment and answer questions.

COUNCIL ACTION REQUESTED:

Town Council is asked to hear from the public on the proposed R-3 zoning.

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**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: Madison Capital Group -
Hobie Orton

APPLICATION DATE: May 5, 2022

PHONE NUMBER: (919) 414-8972

MAILING ADDRESS: 6805 Carnegie Boulevard,
Suite 250
Charlotte, NC 28211

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: 60 Ollie Weaver Road, Garrison Branch Road, 55 Garrison Branch No 2 Road

PIN: 9733-83-3019; 9733-83-1054; 9733-73-5347

LOT AREA (acres): 25.45

CURRENT ZONING DISTRICT: EMP

PROPOSED ZONING DISTRICT: 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.



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

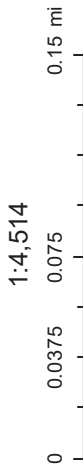
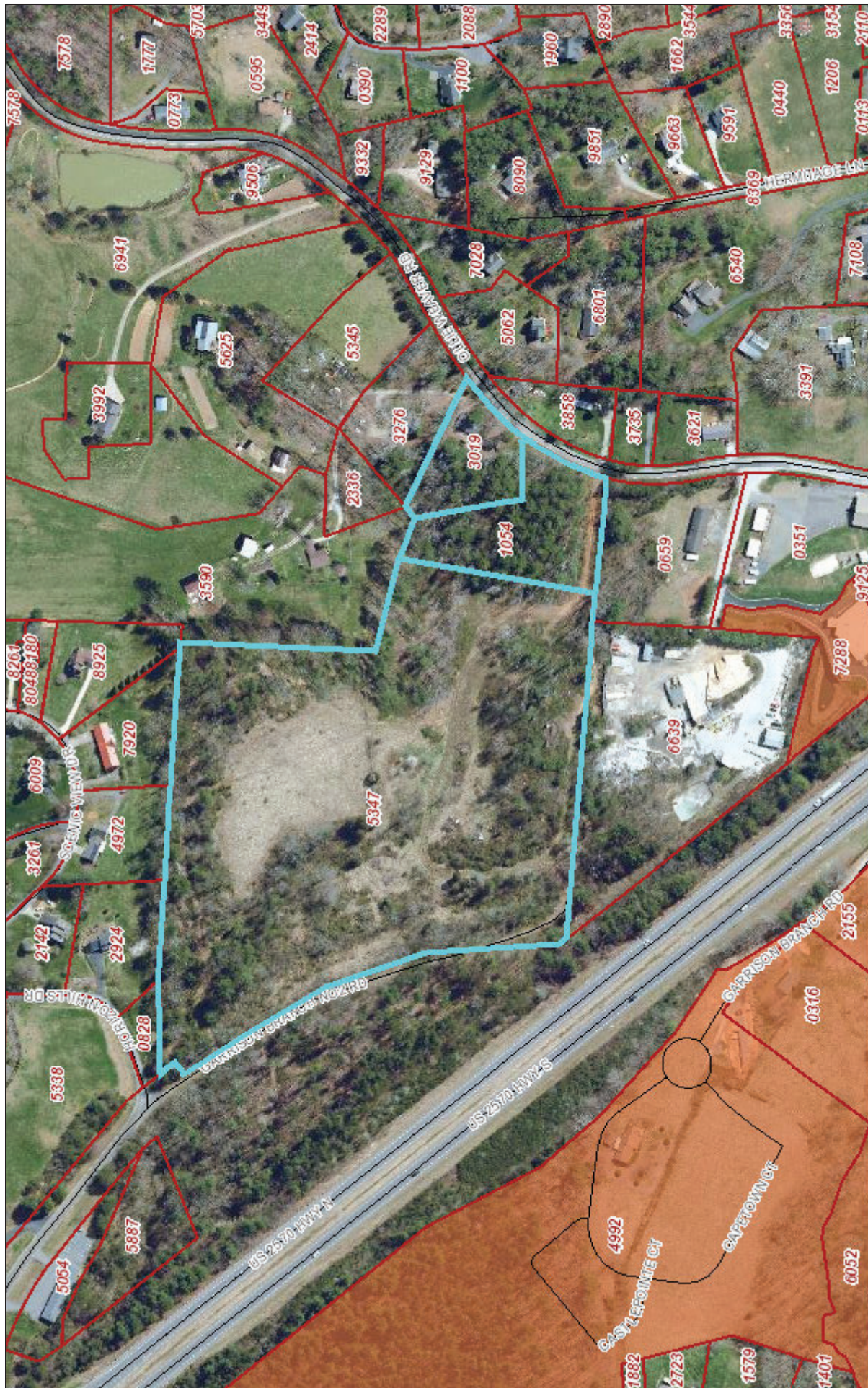
Text Amendment

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:	

Tax Map - 25+ Acres - Ollie Weaver Rd - Possible Annexation



1:4,514

October 14, 2021

The Town of Weaverville

NORTH CAROLINA

June 8, 2022

Mayor Patrick Fitzsimmons and
Weaverville Town Council

Re: *WeaverVegas, LLC; Schulz – +/-25 Acres Ollie Weaver Road*
Proposed Zoning Map Amendment - R-3 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

At the direction of Town Council, the Planning Board reviewed the application for a zoning map amendment that was submitted in conjunction with the pending annexation petition on the above-referenced properties on June 7, 2022, and submits this letter as its statement on plan consistency and reasonableness.

The property involved consists of three separate parcels located near the northwest corner of the intersection of Monticello Road and US 25/70, off of Ollie Weaver Road, and is currently in the unincorporated portion of Buncombe County with zoning designations of EMP and R-3.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for plan consistency and reasonableness. At the meeting on June 7, 2022, the Planning Board reviewed the project for compliance with the Comprehensive Land Use Plan and the reasonableness factors contained in Town Code Section 20-1505(d).

In a unanimous vote, the Planning Board found that R-3 zoning for these properties is consistent with the Town's Comprehensive Land Use Plan (CLUP). The Board made this determination based in large part on a finding that R-3 zoning is consistent with the future land use map which identifies the property as being within the mixed use area of Ollie Weaver Road/Monticello Road and mixed use areas, as specifically defined in the CLUP, are “where the town has experienced a variety of development pressures ranging from high density single family residential development and multifamily residential development to local retail establishments and restaurants.” Information was presented that indicates that the Town can provide quality services to the proposed land use to the same extent and under existing policies. It was also found that the likely increase in population associated with the density associated with this zoning district could have a positive economic impact on the Town and potentially enhance the Town's unique and vibrant downtown area. This proposed zoning district represents a consistent and compatible use when considering the zoning and current uses in the area and could diversify the housing stock within the Town.

In that same unanimous vote, the Planning Board also found that the proposed R-3 zoning is reasonable. To support this finding the Board found that the R-3 zoning is compatible with the current uses and zoning of several properties within the area, including multifamily residential development, and could act as a transition between the existing industrial and commercial uses and single-family residential dwellings that are located near the properties. Another factor cited in favor of reasonableness is that a similar development could also occur under current Buncombe County development regulations.

The Planning Board is pleased that Town Council is having good discussions on land use and hopes that future conversations will include what “balanced residential development” means and how it should be used in the Planning Board’s work in determining plan consistency. Without that, the Board feels that it is only able to rely on the future land use map and the designated areas that have been identified on that document in determining plan consistency. The Planning Board is willing to work with Town Council on this as a part of the annual review of the CLUP that will be undertaken in 2022.

Please let me know if you need anything further from the Board on this matter.

Sincerely,



Gary Burge
Planning Board Chairman

cc: James Eller, Town Planner
Selena Coffey, Town Manager
Jennifer Jackson, Town Attorney
Jesse Swords, Attorney for Developer

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

Initial Zoning - Public Hearing
Ollie Weaver Road

AFFIDAVIT OF MAILING AND POSTING

Being first duly sworn, I, James W. Eller, do hereby swear or affirm that on the 6th day of June, 2022, I:

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

This the 6th day of June, 2022.



James W. Eller

Sworn to and subscribed before me
this 6th day of June, 2022



Notary Public

My Commission Expires: 3/21/2026

[Notary Seal]

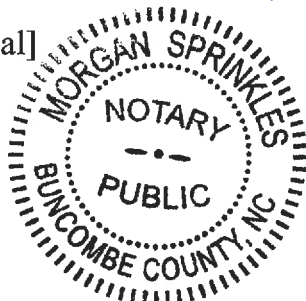


Exhibit A

TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARING AND NOTICE OF REMOTE ELECTRONIC MEETING

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Exhibit B

Weavervegas, LLC
6 Celebration Pl.
Asheville, NC 28806

Sharon Baker
1538 Country View Way
Arden, NC 28704

Graybul Retreat, LLC
200 E. Broad St. Ste. 220
Greenville, SC 29601

Chriswhitney, LLC
49 Pegg Rd.
Weaverville, NC 28787

Michelle Hall
76 Garrison Branch Rd.
Weaverville, NC 28787

Christ United Methodist Church
81 Garrison Branch Rd.
Weaverville, NC 28787

Horizon Hills HOA
18 Scenic View Dr.
Weaverville, NC 28787

Jonathan Clowney
12 Horizon Hills Dr.
Weaverville, NC 28787

John Prettyman
15 Scenic View Dr.
Weaverville, NC 28787

Virginia Bailey
13 Scenic View Dr.
Weaverville, NC 28787

Jerry Perkins
11 Scenic View Dr.
Weaverville, NC 28787

Ann Mathis
70 Ollie Weaver Rd.
Weaverville, NC 28787

Robert Sheppard
1186 Patton Ave.
Asheville, NC 28806

Patricia Lux
32 Hermitage Ln.
Weaverville, NC 28787

Paul Sexton
45 Ollie Weaver Rd.
Weaverville, NC 28787

Eric Suhren
35 Ollie Weaver Rd.
Weaverville, NC 28787

Stephen Zarnowski
130 Carter Cove Rd.
Asheville, NC 28804

Southern Concrete Materials
PO Box 5395
Asheville, NC 28813

Exhibit C







MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Tuesday, May 17, 2022**

The Town Council for the Town of Weaverville met remotely for its regularly monthly workshop on Tuesday, May 17, 2022, at 6:00 p.m. remotely via zoom.

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

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

1. Call to Order

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

2. Overview of Proposed Budget

Town Manager Coffey provided Town Council with an overview of the proposed budget including general fund revenue, general fund expenditures, water fund revenue and water fund expenditures. Ms. Coffey noted that general fund budget did include (1) a tiered approach to merit increased with the lower employee grades receiving up to 7%, the middle employee grades receiving up to 5%, and the upper employee grades receiving up to 3%.; (2) a 10% increase in employee insurance with dependent coverage uncertain; (3) and no proposed increase in tax rate. Individual items for various town departments were also discussed. Ms. Coffey also noted that the water fund did include a 3% water rate increase and had a substantial appropriation of fund balance due to water supply resiliency projects and a general increase in most materials and supplies.

3. Town Council Discussion

Councilmember Nagle proposed that ARP funds be allotted toward water supply resiliency projects.

Councilmember Jackson suggested that the Planning/Clerk position should be addressed. The reconfiguration of Clerk duties to free capacity in the Planning Department became the consensus of Council.

Mr. Duncan spoke to the advantages of converting to the usage of chlorine gas for water production.

Mr. Pennell spoke regarding the proposed totter garbage cans and a fee for the cans to be placed on water bills.

Councilmember Cordell noted that the admin/finance department may be too lean. While this concern was shared, there was not consensus on adding a human resources/benefits position at this time.

Being questioned by Vice Mayor McKenna, Mr. Kile Davis, Fire Marshal (on behalf of Chief Williams) spoke regarding the Fire Departments ISO rating. Mr. Davis also spoke to the staffing level which may affect the rating and current employment vacancies at the Fire Department.

Councilmember Cordell noted that Town Council is getting blamed for issues at the Fire Department. Councilmember Nagle noted that he had requested how much a fire fighter would need to be paid to be recruited and maintained with the Town but that that information had not been received.

4. Adjournment.

Councilmember Cordell motioned to adjourn the meeting. Councilmember Wood seconded the motion. Mayor Fitsimmons, Vice Mayor McKenna and Councilmembers Chase, Jackson and Nagle also voted in favor of the motion. Motion passed 7-0. Meeting adjourned at 8:15pm.

James Eller, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, May 23, 2022**

The Town Council for the Town of Weaverville met for its regularly monthly meeting on Monday, May 23, 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 were: Mayor Patrick Fitzsimmons and Councilmembers Doug Jackson, John Chase, Catherine Cordell, and Michele Wood. Councilmembers remotely present were: Vice Mayor McKenna and Andrew Nagle.

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

1. Call to Order

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

2. Public Hearing: FY 2022-2023 Budget

Ms. Coffey again briefed Council on the proposed 2022-2023 fiscal year budget originally presented during the April 25, 2022, meeting of Council. As per NCGS 159-12(b) the governing board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.

Bruce Gudger, Doug Sims, Amanda Soule, Scott Moss and Jeff Tracy each spoke expressing concern about pay for fire department employees.

No comments were offered from those attending remotely.

3. Public Hearing: Conditional District for Duke Energy Substation

Mr. Eller presented information related to the proposed conditional district for a Duke Energy substation on a 33.75 acre tract in the vicinity of Aiken Road and Hickory Lane. It was noted that the proposed conditional district had been reviewed by the Planning Board and that a unanimous favorable recommendation was tendered. Mr. Eller reviewed the noticing of the public hearing and the applicant reviewed the required community meeting that was held by the applicant.

Bernie Conrad spoke to Council regarding the location of the substation on the subject property.

Nadine Hamby, attending remotely, spoke to Council regarding activity on the subject property in close vicinity to Creekside Drive.

Jason Walls of Duke Energy spoke to Council regard the conditional district proposal for a substation adjacent to Aiken Road and answered questions of Town Council and others.

4. Public Hearing: Code Amendments – Solar Collectors, Sidewalk Waivers and Technical Change

Mr. Eller presented information related to the proposed zoning text amendments concerning regulations of solar collectors, sidewalk waivers, and one technical change, and noted the requisite noticing of the public hearing and the unanimous positive recommendation from the Planning Board on the matter. There were no comments that were offered by public, either in person or attending remotely.

5. Approval/Adjustments to the Agenda

Councilmember Jackson moved for the approval of the agenda as amended. Councilmember Cordell seconded the motion. Via a roll call vote all voted in favor of the motion to approve all the agenda. Motion passed 7-0. Such amendment was to maneuver the order of discussion and action items.

6. Consent Agenda

Councilmember Jackson moved for the approval of the Consent Agenda. Councilmember Cordell seconded the motion. Via a roll call vote all voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 7-0.

- A. Town Council Minutes** – *approved April 25, 2022, regular meeting minutes of Council*
- B. Town Council Minutes** – *approved May 14, 2022, special called workshop minutes of Council*
- C. Monthly Tax Report** – *Information only; submitted by Buncombe County Tax Department*
- D. Budget Amendment – Police** – *Budget amended for various police department matters*
- E. Budget Amendment – Community Center** – *Budget amended for donations made*
- F. Annual Presentation of Town Manager Policies** – *Facility use policy delegated to Town Manager; otherwise information only*
- G. Code Amendment: Repeal of Town Issued Fishing Licenses** - *approved*
- H. Notice of Minor Modification** – *Information only; minor modification of a previously approved conditional district for the development commonly known as Garrison Reserve*
- I. Financial Audit Contract** – *Approved Engagement letter and contract between the town and Gould Killian CPA Group*

7. Town Manager’s Report

Ms. Coffey presented her Manager’s report to Council which included information related to the upcoming citizens academy schedule, a special called workshop, a reception for Fire Chief Williams and the Memorial Day program.

8. 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, included as part of the minutes of the meeting, 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.

Mayor Fitzsimmons read a statement regarding public comment during Town Council meetings. Mr. Eller also noted that one comment had been received in advance of the meeting and distributed to Town Council.

Gail Canty spoke to Council regarding an upcoming art auction which may be of interest to the Town. Brenda Edward spoke to Council sharing her support for the Fire Department.

Mr. Eller noted that no member of the public attending remotely via zoom had identified themselves as wishing to make a public comment.

Mayor Fitzsimmons closed the public comment period.

9. Discussion and Action Items

A. Conditional District for Duke Energy Substation

Ms. Jackson briefed the Board on the Conditional District review process and noted that Councilmember Nagle was an adjoining property owner. Councilmember Nagle recused himself from a vote on the matter.

Mr. Eller presented information related to the proposed conditional district for a Duke Energy substation on a 33.75 acre tract in the vicinity of Aiken Road and Hickory Lane. It was noted that the proposed conditional district had been reviewed by the Planning Board and that a unanimous favorable recommendation would be presented to Town Council at their May 23 meeting. It was the previous public hearing was duly advertised and the community meeting requisite of conditional districts had been held by the applicant.

Ms. Jackson noted that the conditions of the conditional district must be agreed upon by both the town and the applicant.

Jason Walls the regional director of government and community relation for Duke Energy spoke to Council on behalf of the proposed conditional district. Pamela Lindquist, Leigh Butler, James Shepard also were available. Mr. Walls spoke to the need of the project to support the growth of the community, provided a project description and described the particulars of the property. Mr. Shepard spoke to the increased buffer that will be provided to some of the neighboring properties at the request of the Planning Board, the topography of the site, and the attempt to retain as much of the present tree canopy.

Councilmember Nagle inquired as to the tax value of the property and structure once completed. Ms. Jackson described how properties and structures are taxed which are subject to review by the Department of Revenue rather than local taxing authorities.

Councilmember Nagle spoke to how the property could be developed under current residential R-3 zoning. Mr. Eller spoke to the potential for this project to reallocate 270 dwelling units worth of water back into the system for future development and water allocations.

Upon the questioning of Councilmembers Jackson and Cordell, Mr. Walls and Mr. Shepard spoke to the visual impacts on neighboring property owners. Mr. Shepard further described the chosen placement of the substation on the property to minimize excessive grading, mitigate the need for retaining walls and preserve the existing tree canopy.

Ms. Jackson wished to confirm Duke Energy's consent to the proposed conditions recommended by the Planning Board and which were present in the packet of information distributed to Town Council and the applicant. Mr. Walls answered in the affirmative on behalf of Duke Energy.

Mayor Fitzsimmons motioned to adopt the ordinance regarding the conditional district with the particular conditions as presented. Councilmember Jackson seconded the motion. Via a roll call vote all voted in favor of the motion. Motion passed 6-0 with Councilmember Nagle having recused himself from voting.

B. Update on Regional Water Discussions

Mayor Fitzsimmons updated Council regarding meetings that have been held with regional authorities related to the Town's water system. Mayor Fitzsimmons also offered his recommendations to Town Council as a result of these discussions. These recommendations included the development of a more aggressive tiered pricing system for water, the application for state funds in conjunction with the Town of Marshall, a retrofit of the water line connection to Mars Hill, the connection of the Town's water system to that of Woodfin Water District, the negotiation of an extra water supply from the City of Asheville and the expansion of the water treatment plant.

C. Ollie Weaver Road Project – Water, Zoning and Annexation

Ms. Jackson briefed Council on the evolution of the project and applications including a recommendation from Ms. Coffey that Town Council approve the water request conditioned upon the property's annexation into municipal limits. Ms. Jackson also noted that two actions are necessary for Town Council to consider the adoption of R-3 zoning upon annexation. These actions are to waive the waiting period for subsequent zoning requests and to refer the zoning application to the Planning Board for review and set a public hearing on the matter.

Hobbie Orton spoke to Council on behalf of the application.

Councilmember Cordell motioned to waive the waiting period for subsequent zoning requests. Councilmember Jackson seconded the motion. The motion passed in a 6 to 1 roll call vote with Councilmember Nagle cast a dissenting vote. Motion passed 6-1.

Councilmember Wood motioned to refer the zoning application to the Planning Board for review and recommendation and to set a public hearing on the zoning request for June 27. Councilmember Cordell seconded the motion. The motion passed in a 6-1 roll call vote with Councilmember Nagle cast a dissenting vote. Motion passed 6-1.

Councilmember Jackson motioned to grant the water allocation request conditioned upon annexation into the Town. Councilmember Cordell seconded the motion. Via a roll call vote the motion passed in a vote of 6 to 1 with Councilmember Nagle cast a dissenting vote. Motion passed 6-1.

D. Waterline Extension Request – Pleasant Grove Townhomes

Mr. Pennell presented Town Council with information related to a water allocation request for a project consisting of 54 residential units. This information included an application for a water commitment, a proposed water plan and a draft commitment letter.

Mayor Fitzsimmons motioned to grant the water allocation request. Councilmember Jackson seconded the motion. The motion passed in a 5 to 2 roll call vote with Councilmembers Nagle and Cordell cast dissenting votes. Motion passed 5-2.

E. Code Amendments for Solar Collectors, Sidewalk Waivers and a Technical Change

Mr. Eller described the code amendments which would create a set of additional standards for solar collector systems, expand the criteria the Board of Adjustment may consider when granting sidewalk waivers and a technical change related to a reference to the Planning Board.

Councilmember Jackson motioned to adopt the proposed code amendments as presented. Councilmember Wood seconded. Via a roll call vote all voted in favor of the motion. Motion passed 7-0.

F. Weaverville Center for Creative and Healthy Living Update

Tom Balestrieri provided an update to Council regarding the activity of the WCCHL at the Community Center.

G. Parking Update

Councilmember Cordell provided Council with information obtained from the informal monitoring of parking downtown indicating that in general there are parking spaces in the downtown area.

H. I-26 Bridge Replacement Project

Ms. Jackson provided information to Council related to an impending bridge replacement project on I-26 which would require a temporary construction easement, a permanent drainage easement, a permanent right-of-way and a right of entry agreement for access to Quarry Road. Each of these specific to property owned by the Town. A payment of \$11,000 is being proposed for the aforementioned easements and agreements.

Councilmember Jackson motioned to accept compensation in the amount of \$15,000 for the requested easements and agreement. Councilmember Wood seconded. Upon further discussion the motion was withdrawn.

Mayor Fitzsimmons motioned to propose a counteroffer of \$25,000 for the requested easements and agreement. Councilmember Chase seconded. Via a roll call vote all voted in favor of the motion. Motion passed 7-0.

I. Quarterly Report – Fire Department

Chief Williams presented Town Council with the quarterly report for the Fire Department.

J. Quarterly Report – Police Department

Chief Davis presented Town Council with the quarterly report for the Police Department.

10. Adjournment.

Prior to adjournment Council Member Nagle spoke regarding the compensation level of employees of the Fire Department.

Without objection Mayor Fitzsimmons declared the meeting adjourned. Meeting adjourned at approximately 8:45.

James Eller, Town Clerk

Page 5 of 5

May 23, 2022
Town Council
Regular Meeting Minutes

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 27, 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 May 2022. This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2021-2022**

Tax Year 2021

Summary for YTD May 2022:

Original Billed Amts	\$	3,717,653
Abs Adj (Adjustments by Assessor)	\$	(2,659)
Bill Releases	\$	(34)
Discovery Levy	\$	14,153
Additional Levy	\$	527
Net Levy	\$	3,729,640
Total Current Year Collections	\$	3,720,419
% Collected		99.75%
Total Left to be Collected:	\$	9,221
Prior Years Tax Paid	\$	38,247
Prior Years Interest Paid	\$	3,145

Date run: 6/3/2022 1:40:14 PM

TR-401G Net Collections Report

NCPTS V4

Data as of: 6/2/2022 11:31:14 PM

Report Parameters:

Date Sent to Finance Start: Min - May 1, 2022

Date Sent to Finance End: Max - May 31, 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
 Year For: 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, Collapse
 Districts: N

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

Fiscal Year Activity from July 1, 20XX to May 31, 2022													Activity from May 1, 2022 to May 31, 2022			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	% Coll.	Unpaid Balance (\$)	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Assessor Refunds (\$)	Disc. Levy (\$)	Additional Levy (\$)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest																
2021	0.00	0.00	0.00	0.00	0.00	0.00	4,713.72	0.00	0.00	0.00	4,713.72	0.00	0.00	0.00	0.00	0.00
2020	0.00	0.00	4,713.72	0.00	0.00	0.00	11,373.78	0.00	0.00	0.00	11,373.78	0.00	0.00	0.00	0.00	0.00
2019	0.00	0.00	11,373.78	0.00	0.00	0.00	4,892.70	0.00	0.00	0.00	4,892.70	0.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	4,892.70	0.00	0.00	0.00	316.01	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	316.01	0.00	0.00	0.00	39.57	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	39.57	0.00	0.00	0.00	64.92	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	64.92	0.00	0.00	0.00	100.08	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	100.08	0.00	0.00	0.00	6.70	0.00	0.00	0.00	6.70	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	6.70	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00

2012	0.00	0.00	1,020.36	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	0.00	730.74	NA	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	730.74	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	0.00	12.59	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	12.59	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	0.00	23,271.17	0.00	0.00	232.72	0.00	0.00	0.00	0.00
	0.00	0.00	23,271.17	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY														
2022	0.00	0.00	0.00	705.91	705.91	0.00	0.00	705.91	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0%	100%	0.00	0.00	0.00	0.00	0.00	0.00
2021	1,320.31	14.28	0.54	3,159.35	4,464.84	4,256.34	4,256.34	208.50	6.46	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	4,256.34	0.00	0.00	0.00	95.33%	4.67%	0.00	0.00	0.00	0.00	0.00	0.00
2020	1,211.84	418.91	0.96	6,083.77	7,107.56	6,662.17	6,662.17	445.39	4.84	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	6,662.17	231.82	0.00	0.00	93.73%	6.27%	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	2,532.15	433.19	1.50	9,949.03	12,278.31	10,918.51	88.93%	11.07%	11.30	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	10,918.51	231.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX														
2022	0.00	0.00	0.00	2,541.87	2,541.87	0.00	0.00	2,541.87	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0%	100%	0.00	0.00	0.00	0.00	0.00	0.00
2021	3,717,652.88	2,659.05	33.63	14,153.16	3,720,640.20	3,720,418.92	3,720,418.92	9,221.28	8,650.43	0.00	0.00	0.00	0.00	0.00
Sub.	3,717,652.88	5.92	3,720,424.84	526.84	0.00	99.75%	0.25%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	3,354,216.35	5,400.00	59.94	22,850.56	3,374,333.73	3,370,659.66	3,370,659.66	3,674.07	48.36	0.00	0.00	0.00	0.00	0.00
	0.00	1,451.48	3,372,111.14	2,726.76	0.00	99.89%	0.11%	0.00	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	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	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	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	0.00
2011	82.56	0.00	0.00	82.56	82.56	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	0.00
Sub.	7,213,331.91	8,059.05	3,214.92	39,545.59	7,244,857.13	7,229,419.91	99.79%	0.21%	8,698.79	0.00	0.00	0.00	0.00	0.00
	1,457.40	7,230,877.31	3,253.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	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	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	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	0.00
2017	771.97	0.00	2.21	0.00	769.76	145.15	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	0.00

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	7,273,949.46	8,492.24	3,541.82	49,494.62	7,314,895.44	7,308,772.18	29,394.43	8,942.81	0.00	0.00	0.36	0.00	0.00
		1,457.40	7,310,229.58	3,485.42	0.00	99.60 %	0.40 %						

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 27, 2022
Subject: Budget Amendment – Community Center Phase 2
Presenter: Town Finance Director/Town Manager
Attachments: Budget Amendment Form

Description:

The Community Center fundraising program kicked off in February 2021, in order to raise money from the community to help complete the project. During May – June 2022 the Town collected an additional **\$576.12** in donations. The total collected to date now stands at **\$43,927.12**. These latest funds are being assigned to Fixtures & Equipment for Phase 2 (Recreation Complex) of the project.

A budget amendment is needed so that the funds can be spent on Phase 2 (Recreation Complex) of the Community Center.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment for this capital project.

Budget Amendment FY 2021-2022

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
070-300-000-19003	Fixtures & Equipment	\$576.12

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

Account	Account Description	Transfer Amount
070-000-300-60020	Community Center - Contributions	\$576.12

Justification: Please provide a brief justification for this budget amendment. *To record donations received from the public in May-June 2022 for the Community Center.*

_____	_____
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

Date of Meeting: June 27, 2022
Subject: Budget Amendment – Fire
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

The Town received a donation of **\$25.00** for the Fire Department in June 2022.

The attached budget amendment is necessary in order to include these funds in the fiscal year 2021-2022 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2021-2022

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-434-26600	Fire – Contributory Expense	\$25.00

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>
010-004-300-09026	Contributions Fire Dept	\$25.00

Justification: Please provide a brief justification for this budget amendment. *Contributions to the Fire Department June 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: June 27, 2022
SUBJECT: Board Appointments
PRESENTER: Mayor Fitzsimmons
ATTACHMENTS: Proposed Planning Board Roster

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor has continued to work on the remaining vacancy on the Planning Board and recommends that Maggie Schroder be appointed as an alternate to fill the unexpired term which is through September 2022. She will then be eligible for reappointment. With this appointment all seats on the Planning Board and Board of Adjustment are filled.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve these appointments with a proposed motion noted as follows:

I move that Maggie Schroder be appointed as an alternate on the Planning Board to fill the unexpired term that is due to expire in September 2022.

WEAVERVILLE PLANNING BOARD				
Regularly meets 1 st Tuesday of the month at 6 pm in Community Room/Council Chambers at Town Hall				
NAME AND POSITION	CONTACT INFORMATION	FIRST APPT	DATE OF APPT	TERM (3 YEARS)
Gary Burge Regular Member Chair	3 High Bluff Drive (cell) 423-0150 garyburge@garyburge.com	2014	August 2020	September 2020 – 2023
Rachael Bronson Regular Member Vice Chair	31 Reynolds Lane 843-327-6709/828-229-1838 rachael.bronson@gmail.com	2019	September 2020	September 2019 – 2022
Bob Pace Regular Member	116 Mountain Meadow Circle 919-434-6938 ncstman@gmail.com	2020	September 2021	September 2021 – 2022
Mark Endries Regular Member	9 Grove Street 828-423-0035 (cell) markendries@hotmail.com	2021	March 2022	March 2022 - Sept 2024
Jane Kelley Regular Member	31 Moore Street 843-801-5100 jane.kelley2@yahoo.com	2021	November 2021	November 2021 – Sept 2023
Donna Mann Belt Alternate Member	53 Highland Street 903-530-2967 (cell) donnaleemann@gmail.com	2021	November 2021	November 2021 – Sept 2024
Maggie Schroder Alternate Member	32 Alexander Drive 919-610-7207 schrodermaggie@gmail.com	2022	June 2022	June 2022 – Sept 2022
<i>Catherine Cordell Non-Voting Town Council Liaison</i>	13 Hamburg Drive (cell) 776-7380 ccordell@weavervillenc.org	2021	December 2021	TBD
James Eller Town Planner	828-484-7002 (direct line) jeller@weavervillenc.org			
Jennifer Jackson Town Attorney	828-442-1858 (cell) jjackson@weavervillenc.org			

Last updated June 2022

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 27, 2022

SUBJECT: Set Public Hearing on Code Amendments to Ch. 20 –
Outdoor Lighting Regulations

PRESENTER: Planning Director

ATTACHMENTS: Planning Board Recommendation and Proposed Code
Amendment

DESCRIPTION/SUMMARY OF REQUEST:

In August of 2021, a review of the Town’s outdoor lighting regulations was given a high priority within the Town’s Comprehensive Land Use Plan.

To that end, on May 3, 2022, and June 7, 2022, the Planning Board reviewed both the current regulations and the attached proposed text amendments to Code Chapter 20 pertaining to outdoor lighting regulations.

At the conclusion of its review the Planning Board unanimously found that the proposed text amendments are consistent with the Town’s Comprehensive Plan and reasonable and recommended adoption of same. The Planning Board’s recommendation is attached.

Staff recommends that Town Council move forward and consider adoption of these text amendments. To do so Town Council must set and hold a public hearing and July 25, at 6 pm, or as soon thereafter as the matter can be reached, is proposed.

TOWN COUNCIL ACTION REQUESTED:

The following motion is recommended:

I move that Town Council hold a public hearing on July 25, 2022, at 6 pm in the Community Room and Council Chambers at Town Hall in order to receive public comment on the proposed text amendments to Chapter 20 related to outdoor lighting regulations.



**Town of Weaverville
Planning Board**

**Recommendation and Plan Consistency Statement for
Proposed Text Amendments**

On May 3, 2022 and June 7, 2022, the Planning Board reviewed and, in a unanimous vote, recommend to Town Council the attached proposed text amendments which pertain to outdoor lighting regulations.

The Planning Board has found that the attached proposed text amendments related to outdoor lighting regulations are consistent with the Town's Comprehensive Plan, reasonable and in the Town's best interest in that the amendments provide for a simplification and clarification of the regulations for outdoor lighting.

Gary Burge, Chairman of the Planning Board

June 8, 2022

ARTICLE VI – OUTDOOR LIGHTING

Sec. 20-3601. - Applicability.

The provisions of this Section shall apply to the installation of all outdoor lighting within the jurisdiction of this Ordinance except that the following shall be exempt from this Section:

- (1) Outdoor lighting installed for governmental purposes by local, state or federal governmental units and their agents.
- (2) Outdoor lighting required to be installed by laws or regulations of a local, state or federal governmental units.
- (3) All fixtures installed by public agencies, their agents, or contractors for the purpose of illuminating streets.

Sec. 20-3602. - Prohibited Outdoor Lighting.

The following types of outdoor lighting are prohibited unless exempt by Section 20-3601 above:

- (1) Light fixtures that imitate an official highway or traffic control light or sign.
- (2) Light fixtures in the direct line of vision with any traffic control light or sign.
- (3) Light fixtures that have a flashing or intermittent pattern of illumination.
- (4) Privately-owned light fixtures located in the public right-of-way.
- (5) Light fixtures that are a source of glare by their design, orientation or intensity.
- (6) Searchlights, unless used for emergency purposes.
- (7) Unshielded open vertical light fixtures.
- (8) Light fixtures that violate any law of the State of North Carolina relative to outdoor lighting.

Sec. 20-3603 - Plan Approval Required.

Outdoor lighting for non-residential development and multifamily development is subject to approval by the Administrator. The lighting plan shall show sufficient information to determine compliance with the standards of this Section and may require a photometric plan or other information which can demonstrate compliance with this article.

Sec. 20-3604 - Outdoor Lighting Requirements.

- (1) Outdoor lighting fixtures shall be installed in a manner to protect the street and neighboring properties from direct glare or hazardous interference of any kind. Glare or hazardous interference are situations where the sensation produced by luminance within the visual field is sufficiently greater than the luminance to which the eyes are adapted, such as to cause annoyance, discomfort, or loss in visual performance and visibility.
- (2) Outdoor lighting shall be constructed and operated to minimize the spillover of obtrusive light onto property outside the boundaries of the property on which the lighting is sited which could result in annoyance, discomfort or distraction to persons on the other property.
- (3) Gas station canopy lights should be recessed into the canopy to minimize light spillover.
- (4) All outdoor lighting fixtures, subject to this Section, except for temporary and emergency lighting, that would otherwise cause glare or obtrusive spillover shall be shielded, recessed or otherwise oriented or treated in such a way to prevent glare or obtrusive spill over.

- (5) As a general principle, all outdoor lighting shall be directed downward and away from adjoining property and streets.
- (6) All floodlights shall be installed such that the fixture shall be aimed down at least 45 degrees from vertical, or the front of the fixture is shielded such that no portion of the light bulb extends below the bottom edge of an external shield. Floodlights and display lights shall be positioned such that any such fixture located within 50 feet of a public street right-of-way is mounted and aimed perpendicular to and away from the right-of-way, with a side-to-side horizontal aiming tolerance not to exceed 15 degrees from perpendicular to the right-of-way.
- (7) The mounting height of all outdoor lighting shall not exceed 40 feet above finished grade, except that the mounting height of outdoor sports field and outdoor performance area lighting fixtures shall not exceed 80 feet from finished grade.
- (8) All light fixtures shall meet the IESNA definition of cutoff fixtures. Forward throw fixtures (Type IV light distribution, as defined by the IESNA) are required within 25 feet of any public street right-of-way. Alternatively, directional fixtures (such as floodlights) may be used provided they shall be aimed and shielded in accordance with this Section.
- (9) Sign lighting shall be regulated in accordance with Section 20-4108.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 27, 2022

SUBJECT: Resolution Approving Addition to State Highway System – Garrison Branch Road (SR 1791)

PRESENTER: Town Attorney

ATTACHMENTS: Proposed Resolution
Map Showing Garrison Branch Road and Proposed Addition
Buncombe County Resolution adopted 7 June 2022

DESCRIPTION/SUMMARY OF REQUEST:

Garrison Branch Road (SR 1791) is located in Weaverville. It is currently a 0.21 mile NCDOT maintained road that serves the new apartment complex that is now known as Retreat at Weaverville (formerly known as Blue Ridge Crossing and 828 North). As a part of that project 0.02 miles was added to the end of Garrison Branch Road and the property owners have asked that the new section of roadway be officially added to Garrison Branch Road. No Town funds were used in the construction of this new roadway.

Buncombe County has approved this request (see attached) and NCDOT is now asking that the Town of Weaverville approve the request through the adoption of the attached resolution.

TOWN COUNCIL ACTION REQUESTED:

Town Council is requested to take action to adopt the attached resolution which approves the addition of 0.02 miles to Garrison Branch Road (SR 1791).

**RESOLUTION OF THE WEAVERVILLE TOWN COUNCIL
APPROVING ADDITION TO STATE HIGHWAY SYSTEM**

WHEREAS, North Carolina Department of Transportation (NCDOT) has been requested to add 0.02 miles of roadway to State Road 1791, Garrison Branch Road, in Weaverville; and

WHEREAS, NCDOT requests the approval of the Weaverville Town Council for the addition of this 0.02 miles of roadway in Buncombe County to the State Highway System;

WHEREAS, Town Council supports this request;

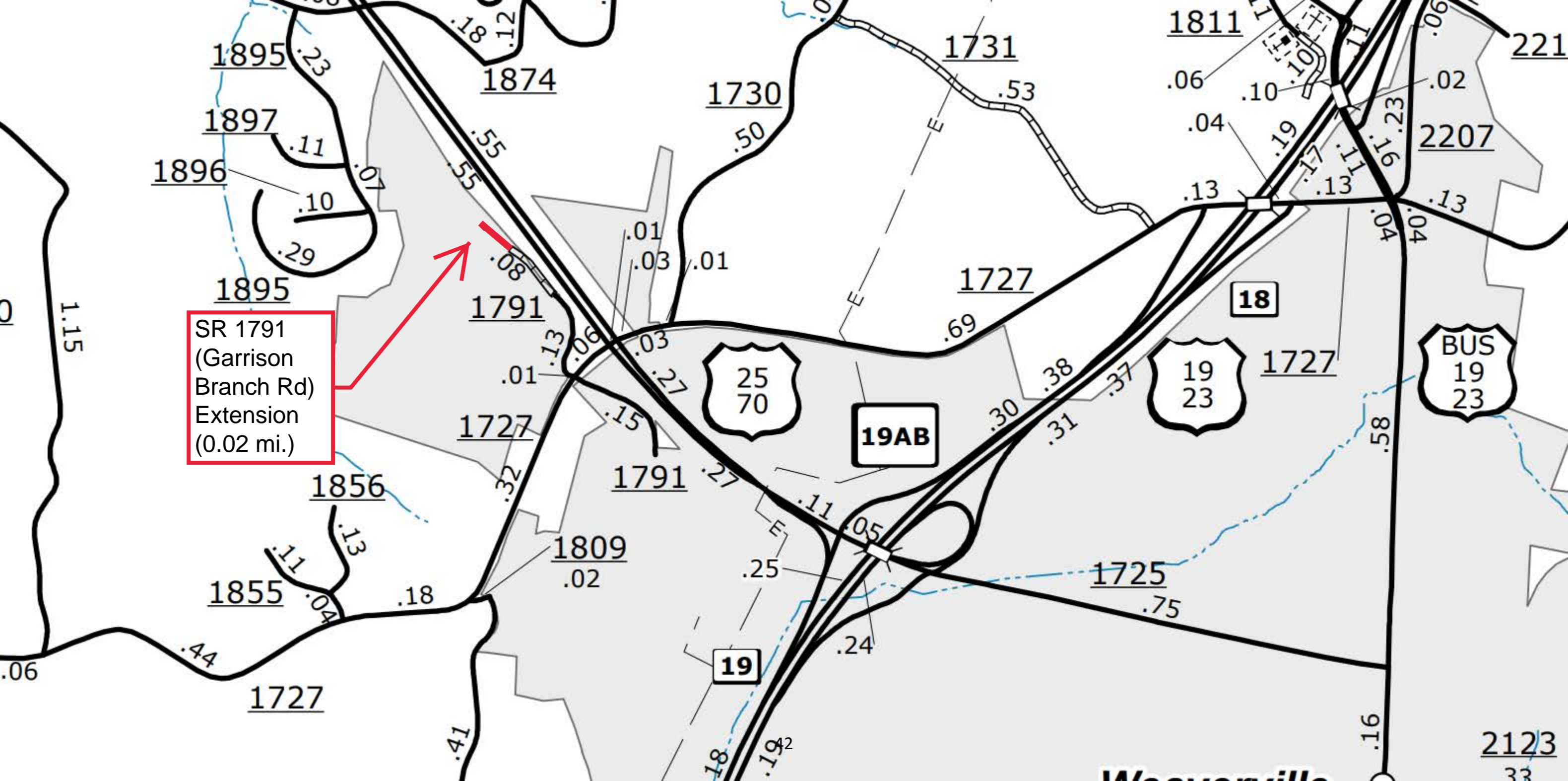
NOW, THEREFORE, BE IT RESOLVED, by the Weaverville Town Council as follows:

1. That Town Council hereby approves the request for the addition of 0.02 miles of roadway to State Road 1791, Garrison Branch Road, in Weaverville, to the State Highway System.
2. That this resolution be effective upon its adoption.

ADOPTED this the 27th day of June, 2022.

PATRICK FITZSIMMONS, Mayor

JAMES ELLER, Town Clerk



SR 1791
(Garrison
Branch Rd)
Extension
(0.02 mi.)

25
70

19AB

19

18

19
23

BUS
19
23

2123

33

Waverlyville

RESOLUTION #22-06-03

RESOLUTION APPROVING ADDITION TO STATE HIGHWAY SYSTEM

WHEREAS, this Board has received a request from the NC Department of Transportation ("DOT") requesting the addition of 0.02 miles of SR 1791 along Garrison Branch Road in Weaverville;

WHEREAS, DOT requests the approval of this Board to add this 0.02 miles of roadway in Buncombe County to the State Highway system; and

WHEREAS, this Board supports this request.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That this Board hereby approves the request for an addition of 0.02 miles of roadway for State Road 1791, Garrison Branch Road, in Weaverville to the State Highway system.
2. That this resolution shall be effective upon its adoption.


This the 7th of June, 2022.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE




Lamar Joyner, Clerk

By: 

Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, June 27, 2022

Subject: Proclamation Recognizing the Centennial Anniversary of First Baptist Church Weaverville

Presenter: Selena D. Coffey, Town Manager

Attachments: Proclamation

Description:

Attached please find a draft Proclamation Recognizing the Centennial Anniversary of First Baptist Church Weaverville.

Council Action Requested:

The Mayor will be authorizing this proclamation on behalf of the Town.

Proclamation



**RECOGNIZING THE
FIRST BAPTIST CHURCH WEAVERVILLE
CENTENNIAL ANNIVERSARY**

WHEREAS, First Baptist Church Weaverville is commemorating its one hundred year anniversary on July 15, 2022;

WHEREAS, In 1920, eight women of Weaverville gathered together for Bible study and to start a Baptist women’s group and upon involving their families and friends, the number grew to forty-six people who later signed the original charter to create the Church, formerly called Weaverville Baptist Church; and

WHEREAS, the Church members raised money to purchase land and build a building, which was completed in 1925, and is still on Main Street today, now serving as the Weaverville Library; and

WHEREAS, For one hundred years, First Baptist Church Weaverville has served the community and their centennial anniversary is a celebration of the many people who have supported it in its mission; and

NOW, THEREFORE I, Patrick Fitzsimmons, by virtue of the authority vested in me as Mayor of the Town of Weaverville, and on behalf of Weaverville Town Council, do hereby recognize and honor July 15, 2022 as the Centennial Anniversary for First Baptist Church Weaverville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weaverville to be affixed this the **27th day of June** in year of **2022**.

DRAFT



DRAFT

Patrick Fitzsimmons, Mayor
Town of Weaverville
North Carolina

ATTEST: James Eller, Town Clerk



Town of Weaverville, North Carolina

Town Manager's Monthly Report

Selena D. Coffey, ICMA-Credentialed Manager

June 2022

Citizens Academy

We are having a record year with the Citizens Academy this year, with 30 participants! We have had the first session and look forward to the next session on Thursday, July 9.

Joint Meeting with Planning Board

Town Council customarily holds joint meetings with the Planning Board annually. Staff proposes that Town Council request a joint meeting the Planning Board for July 19 at 6pm. This meeting could be used to continue land use discussions in preparation for the annual update to the Comprehensive Land Use Plan (CLUP).

Summer Music Series

The first summer music event was a huge success with a great crowd and good weather. The next event will be held on Saturday, July 9 at 6pm in the Nature Park.

July 4 Downtown Celebration

Staff looks forward to seeing everyone at our annual July 4 Downtown Celebration. This year's performer will be Ashley Heath, who will begin performing at 7:30pm. Fireworks will follow at 9:30pm.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 27, 2022
SUBJECT: Ollie Weaver Rd Project – Zoning and Annexation
PRESENTER: Town Planner James Eller and Town Attorney Jennifer Jackson
ATTACHMENTS: Survey, GIS Map, Draft Annexation Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

A voluntary annexation petition and R-3 zoning application have been received for what is now proposed to be a 202-unit multifamily apartment complex on approximately 25 acres located behind CVS, Southern Concrete, and North Point Baptist Church at the Ollie Weaver Road/Monticello Road intersection.

A public hearing was held on the annexation petition as required by law on February 28, 2022. The public hearing on the proposed R-3 zoning was held earlier this evening. As noted in the public hearing the Planning Board has submitted a favorable recommendation on the R-3 zoning, finding that it is consistent with the Town Comprehensive Land Use Plan and reasonable. R-3 zoning would allow a maximum density of 202 residential units that could be in the form of multi-family apartments, as proposed, or single-family lots.

All required procedures have been followed so Town Council is now able to decide on the proposed R-3 zoning of the property and the annexation. Should Town Council wish to proceed, a draft annexation ordinance is attached for consideration. This ordinance, if adopted, would designate the property as R-3.

It is noted that Town Council approved the water commitment application for the 202 units associated with the project at last month’s meeting, conditioned upon annexation into the Town.

COUNCIL ACTION REQUESTED:

Discussion and possible adoption of the annexation ordinance. Propose motion:

I move the adoption of the “ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA – WEAVERVEGAS, LLC, AND SCHULZ – 25+/- ACRES ON OLLIE WEAVER ROAD; ANNEXATION #2022-1” as presented.

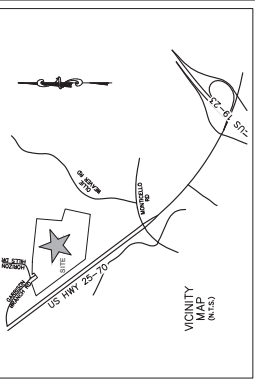
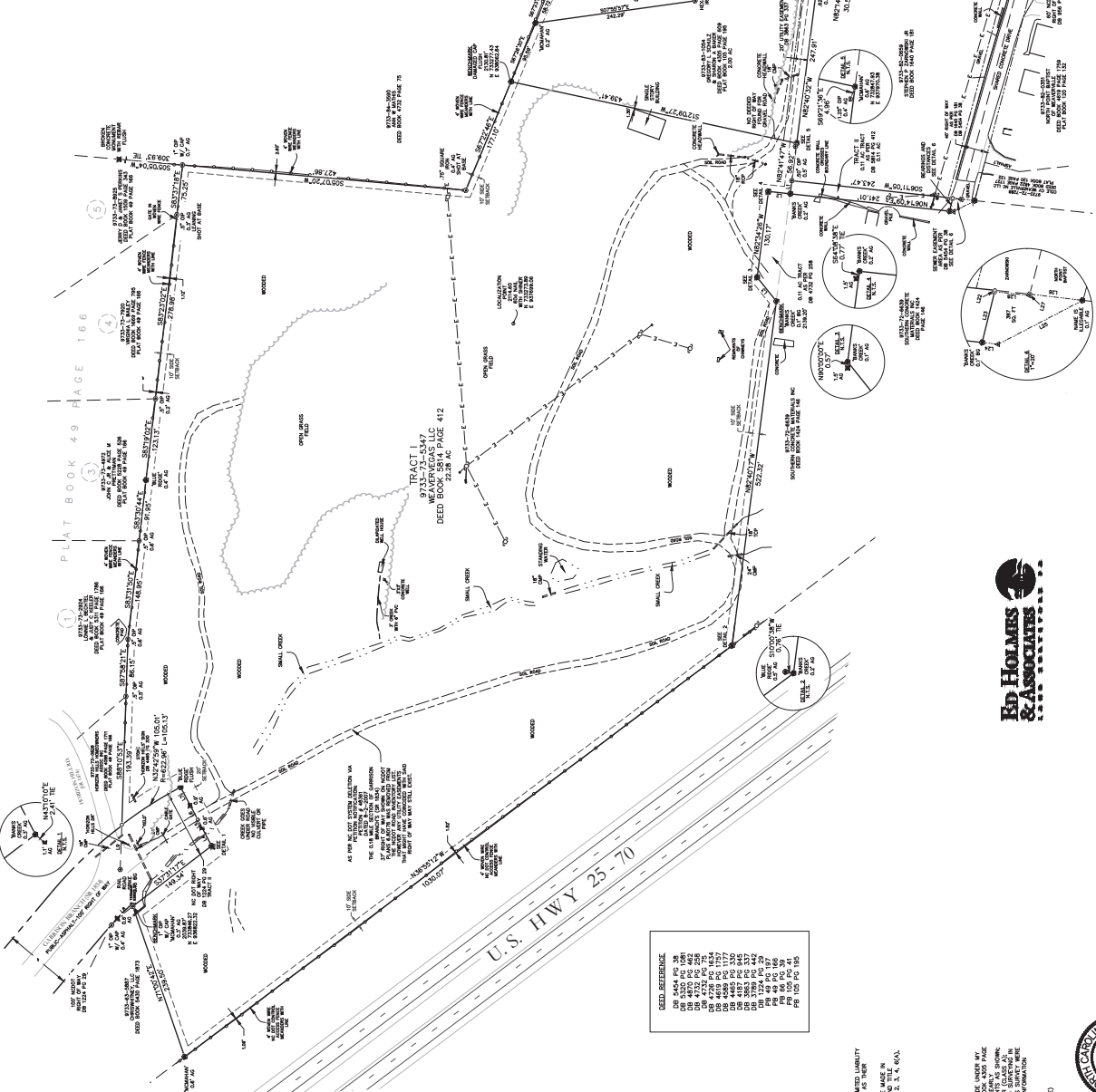
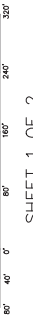


Table with 10 columns and 10 rows of alphanumeric characters, likely a grid or index table.

ALTA/NSPS LAND TITLE SURVEY FOR WEAVERVEGUS, LLC, MADISON CAPITAL GROUP MANAGEMENT, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY AND FIDELITY NATIONAL TITLE COMPANY, LLC, LLC

ED HOLMES AND ASSOCIATES LAND SURVEYORS, PA P.O. BOX 17335, ASHEVILLE, NC 28816



NOTES 1. AREA BY COORDINATE COMPUTATION. AREA OF TRACT I 22.29 AC. AREA OF TRACT II 0.11 AC. AREA OF TRACT III 1.06 AC. AREA OF TRACT IV 2.00 AC. AREA OF TRACT V 1.05 AC.

LEGEND table listing symbols and their corresponding descriptions for various survey features such as 'CORNER (AS SHOWN)', 'EASEMENT', 'ADJACENT PROPERTY', etc.

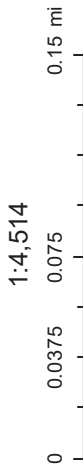
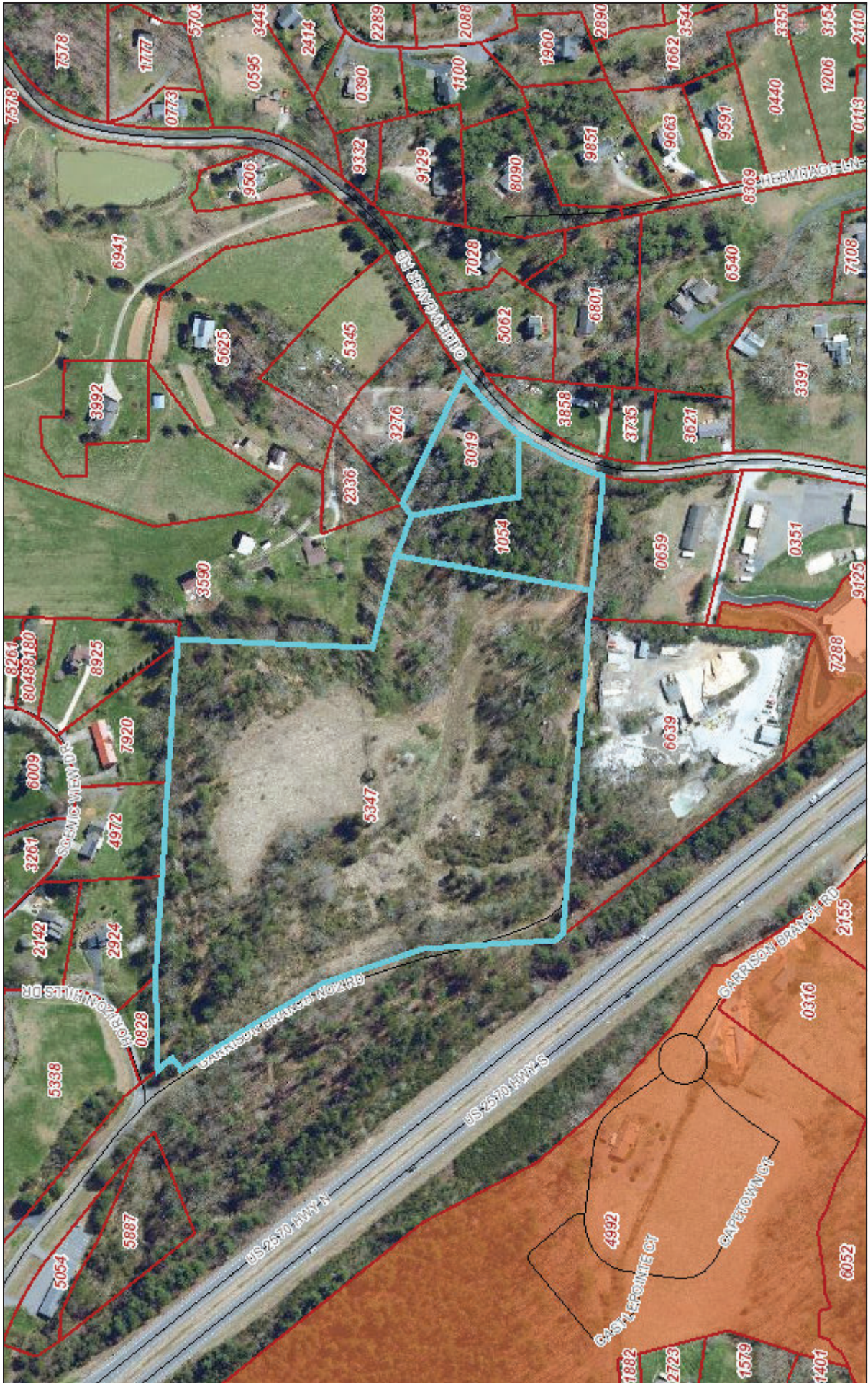
DEED REFERENCE table listing deed numbers and page numbers, such as '200 8454 PG 38', '200 8471 PG 40', etc.

THIS MAP OR PLAN HAS THE SURVEY ON WHICH IT IS BASED MADE IN ACCORDANCE WITH THE 2018 NATIONAL STANDARD DATA REQUIREMENTS FOR ALTIMETRY AND THE 2018 NATIONAL STANDARD DATA REQUIREMENTS FOR POSITIONS AND BOUNDARIES.

THIS SURVEY IS A REPRESENTATIVE SURVEY OF THE LAND AND INTERESTS THEREIN. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED LAND AND THE ADJACENT LANDS AND HAS FOUND THE INFORMATION TO BE ACCURATE.

THIS SURVEY IS A REPRESENTATIVE SURVEY OF THE LAND AND INTERESTS THEREIN. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED LAND AND THE ADJACENT LANDS AND HAS FOUND THE INFORMATION TO BE ACCURATE.

Tax Map - 25+ Acres - Ollie Weaver Rd - Possible Annexation



1:4,514

October 14, 2021

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
WEAVERVEGAS, LLC, AND SCHULZ – 25+/- ACRES ON OLLIE WEAVER ROAD
ANNEXATION #2022-1**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-31 to annex the area described below and the Town Clerk investigated the petition and certified the sufficiency of the petition; and

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

WHEREAS, the initial zoning designation was requested to be R-3 and by letter dated June 8, 2022, the Planning Board found R-3 zoning to be reasonable and consistent with the Town's Comprehensive Land Use Plan and in particular the future land use map incorporated into said Plan;

WHEREAS, a public hearing on the question of annexation was held during a hybrid meeting of Town Council on 28 February 2022 at 6:00 p.m., that allowed both in-person and remote participation, after due notice by mailing, posting the property, and publication on 10 February 2022 and 17 February 2022, and a written comment period beginning on 7 February 2022;

WHEREAS, a public hearing on the question of R-3 zoning was held during a hybrid meeting of Town Council on 27 June 2022 at 6:00 p.m., that allowed both in-person and remote participation, after due notice by mailing, posting the property, and publication on 16 June 2022 and 23 June 2022, and a written comment period beginning on 6 June 2022;

WHEREAS, at the public hearing the residents of Weaverville and the surrounding area were given an opportunity to be heard on any questions regarding the desirability of the annexation and the R-3 zoning requested;

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

WHEREAS, Town Council finds that R-3 zoning is consistent with the Town's Comprehensive Land Use Plan;

WHEREAS, when considering such factors as the size, physical conditions, and other attributes of the property, the benefits and detriments to the landowners, the neighbors, and the surrounding community, and the relationship between the current actual and permissible development on the property and the adjoining areas and the development that would be permissible under the proposed zoning, Town Council finds that R-3 zoning is reasonable and in

the public interest in that R-3 zoning is compatible with the current uses and zoning of several properties within the area, including multifamily residential development, and could act as a transition between the existing industrial and commercial uses and single-family residential dwellings that are located near the properties;

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-31, the +/-25 acres which are shown on the survey that is attached hereto and incorporated herein by reference, said properties being described in Deed Book 5814 at Page 412 and Deed Book 4305 at Page 609, both of Buncombe County Registry, and further identified as Buncombe County Parcel Identification Numbers 9733-73-5347, 9733-83-1054, and 9733-83-3019 are hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to the municipal taxes according to N.C. Gen. Sta. § 160A-58.10.
2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town.
3. The Zoning Map of the Town of Weaverville is hereby amended to establish an R-3 zoning classification for the property so annexed.
4. The property owner is directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes.
5. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Paragraph 1 above and shown on the attached survey, together with a duly certified copy of this Ordinance within 30 days of the effective date of the annexation. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.
6. This annexation ordinance shall be effective on June 30, 2022.

ADOPTED THIS the 27th day of June, 2022, with ____ voting in favor and ____ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

JAMES ELLER, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, June 27, 2022
Subject: Adoption of Fiscal Year 2022-2023 Budget
Presenter: Selena Coffey, Town Manager
Attachments: Budget Ordinance with attached Fee Schedule and Pay & Position Classification Plan

Description:

Town Council conducted its budget workshops and directed the Town Manager to make revisions to the proposed budget for fiscal year 2022-2023. In accordance with North Carolina General Statutes, a public hearing on the budget was held on May 23, 2022. The attached Budget Ordinance, Fee Schedule, and associated Pay Plan and Position Classification Plan reflects the revisions made by Town Council during budget deliberations.

Action Requested:

The Town Manager recommends approval of the attached Fiscal Year 2022-2023 Budget Ordinance, Fee Schedule, and associated pay plan and position classification Plan to be effective July 1, 2022 through June 30, 2023.

Suggested Motion:

I move that the attached Fiscal Year 2022-2023 Budget Ordinance, Fee Schedule, and associated Pay Plan and Position Classification Plan to be effective July 1, 2022 through June 30, 2023 be approved.

**FY 2022-2023 BUDGET ORDINANCE
TOWN OF WEAVERVILLE, NORTH CAROLINA**

WHEREAS, N.C.G.S §159-8 requires that the Town of Weaverville appoint a Budget Officer to serve at the will of the governing body and Town Council has and hereby appoints the Town Manager to serve in such capacity; and

WHEREAS, in accordance with N.C.G.S. §159-10, departmental budget requests were submitted to the Budget Officer by March 4, 2022, and in accordance with N.C.G.S. §159-11, the Budget Officer submitted the budget message to the Mayor and Town Council on April 25, 2022, which included the tax rate calculated as thirty-five cents (\$0.35) per \$100 in valuation per the Buncombe County Tax Department's assessments; and

WHEREAS, in accordance with N.C.G.S. §159-12(a), the Budget Officer filed the proposed budget with the Town Clerk on April 25, 2022 and posted the same on the Town's website, and the Town Clerk caused a statement indicating that the proposed budget had been submitted to the governing body and was available for public inspection and that a public hearing on the budget was scheduled for May 23, 2022; and

WHEREAS, Town Council, in accordance with N.C.G.S. §159-12(b) and after proper notice under N.C.G.S. §159-12(a), held a public hearing on the proposed budget on May 23, 2022, providing the public with an opportunity to attend and provide comment; and

WHEREAS, Town Council has carefully considered the anticipated revenues and expenditures necessary to provide for the provision of municipal services within the Town of Weaverville during the 2022-2023 fiscal year and wishes to adopt this Budget Ordinance which reflects a balanced budget in accordance with N.C.G.S. §159-8, with the sum of estimated net revenues and appropriated fund balances equal to appropriations;

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

Section 1. General Fund Revenues

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

GENERAL FUND

REVENUES

Prior Year Taxes	\$6,000
Ad Valorem Taxes	\$3,947,191
DMV Tax Revenue	\$178,320
Tax Penalties & Interest	\$6,000
Utility Tax Revenue	\$441,727
Beer & Wine Excise Tax	\$17,000

Powell Bill Funds	\$131,875
Local Government Sales Tax Revenue	\$1,798,368
ABC – Distribution to Town	\$350,000
Cell Tower Revenue	\$22,300
Miscellaneous Revenue	\$5,000
Interest Income	\$80,980
Powell Bill Interest Income	\$8,402
Planning & Zoning Fees	\$18,000
Facility Use Rental Fees	\$40,000
Parking Enforcement Fees	\$2,000
Fire Inspection Fees	\$500
Sale of Property	\$118,000
Appropriated Fund Balance	\$120,464
	\$120,464
TOTAL ESTIMATED GENERAL FUND REVENUES	\$7,292,127

Section 2. General Fund Appropriations

The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the departmental units heretofore established for the Town:

APPROPRIATIONS

Governance	\$350,616
Administration	\$807,769
Planning Department	\$129,846
Police Department	\$2,338,701
Public Works:	
Streets Division	\$1,039,424
Powell Bill Division	\$131,362
Sanitation Division	\$766,609
Stormwater Management Division	\$139,685
Grounds Maintenance Division	\$398,275
Community Center	\$126,632
Contingency	\$20,000
Debt Service	\$53,541
Transfer to Capital Reserve Fund	\$75,000
Transfer to Special Revenue Fund	\$914,667
TOTAL GENERAL FUND APPROPRIATIONS	\$7,292,127

Section 3. Water Fund Revenues

It is estimated that the following revenues will be available in the Water Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

WATER FUND

REVENUES

Water Revenue	\$2,390,850
Miscellaneous Revenue	\$20,000
Water Tap Revenue	\$26,250
System Development Fees	\$55,800
Fees for MSD Collections	\$68,000
Interest Earned	\$37,020
Appropriated Fund Balance	\$1,240,736
TOTAL ESTIMATED WATER FUND REVENUES	\$3,838,656

Section 4. Water Fund Appropriations

The following amounts are hereby appropriated in the Water Fund for the operation of the Town’s water system for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the departmental divisions heretofore established for the Town:

WATER FUND

APPROPRIATIONS

Water Administration	\$264,473
Water Production	\$2,182,253
Water Maintenance	\$1,077,893
Contingency	\$15,000
Reserve for Bond Payments	\$299,037
TOTAL WATER FUND APPROPRIATIONS	\$3,838,656

Section 5. Special Revenue Fund – Weaverville Fire Department Revenue

A Special Revenue Fund was established in fiscal year 2021-2022 to account for North Buncombe Fire Tax revenue as well as all expenditures associated with the Town’s fire department, as required by Buncombe County. To remain eligible for fire tax revenue the Town is required to account for the revenue in a

Special Revenue Fund that is separate from the General Fund. It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

SPECIAL REVENUE FUND – WEAVERVILLE FIRE

REVENUES

Fire Protection Contract Revenue	\$1,936,906
Transfer from General Fund	\$914,667
TOTAL ESTIMATED SPECIAL REVENUE FUND REVENUES	\$2,851,573

Section 6. Special Revenue Fund – Weaverville Fire Department Appropriations

The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Town’s fire department and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

SPECIAL REVENUE FUND – WEAVERVILLE FIRE

APPROPRIATIONS

Fire Department Personnel	\$2,444,092
Fire Department Operations	\$407,481
TOTAL ESTIMATED SPECIAL REVENUE FUND APPROPRIATIONS	\$2,851,573

Section 7. Capital Reserve Fund – General Fund: Revenue

A Capital Reserve Fund for the General Fund was established by a resolution adopted on June 17, 2019, effective July 1, 2019. It is estimated that the following revenues will be available in the General Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

CAPITAL RESERVE FUND – GENERAL FUND

REVENUES

Transfer from General Fund	\$75,000
TOTAL ESTIMATED CAPITAL RESERVE FUND REVENUES	\$75,000

Section 8. Capital Reserve Fund – General Fund: Appropriations

The following amounts are hereby appropriated in the General Capital Reserve Fund for future acquisition of Fire Department equipment for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

CAPITAL RESERVE FUND – GENERAL FUND

APPROPRIATIONS

Reserve for Fire Department Equipment	<u>\$75,000</u>
TOTAL ESTIMATED CAPITAL RESERVE FUND APPROPRIATIONS	\$75,000

Section 9. Capital Project Funds

A Capital Project Fund for the new Recreation Complex was established by an ordinance adopted on January 27, 2020. The total cost of the project is estimated at \$424,382 and will be funded by General Fund Balance as well as donations from the public. For the fiscal year beginning July 1, 2022 and ending June 30, 2023, it is estimated that the full amount of \$424,382 will be spent on the project.

Section 10. Grant Project Funds

A Grant Project Fund was established in fiscal year 2021-2022 to account for the American Rescue Plan (ARP) Grant Award totaling \$1,283,395. The Town expects to receive its second payment of \$641,697 in fiscal year beginning July 1, 2022 and ending June 30, 2023 and Town Council will decide how to utilize these funds in compliance with ARP guidelines.

Section 11. Ad Valorem Taxes

An *ad valorem* tax rate of thirty-five cents (\$0.35) per one hundred dollars (\$100.00) valuation of taxable property, as listed for taxes as of January 1, 2022, is hereby levied and established as the official tax rate for the Town of Weaverville for fiscal year beginning July 1, 2022 and ending June 30, 2023. This tax rate is based upon a total projected valuation of \$1,130,028,898 and an estimated collection rate of 99.8%.

Section 12. Fee and Rate Schedule

There is hereby adopted an official Fee Schedule (including Water Rates) listing monies receivable by the Town of Weaverville as referenced in Sections 1 and 3 of this Budget Ordinance. The Fee Schedule is incorporated as an addendum to this Budget Ordinance.

Section 13. Pay Plan and Position Classification Plan

The attached Pay Plan & Position Classification Plan is hereby adopted and effective for fiscal year beginning July 1, 2022 and ending June 30, 2023. The Pay Plan & Position Classification Plan is incorporated as an addendum to this Budget Ordinance.

Section 14. Authorizations & Conditions

The Town Manager, serving also as Budget Officer for the Town of Weaverville, is hereby authorized to transfer appropriations as contained herein under the following conditions:

A. This Budget Ordinance defines departments and divisions as follows:

General Fund Departments:	Divisions:
Governance & Legal Administration Planning Department Community Center Police Department Fire Department Public Works:	<ul style="list-style-type: none">• Streets• Powell Bill• Sanitation• Stormwater Management• Grounds Maintenance
Water Fund Departments:	Divisions:
Water:	<ul style="list-style-type: none">• Water Administration• Water Production• Water Maintenance

- 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.

Section 15. Contingency Concerning Fire Tax Rate

The North Buncombe Fire Tax Rate used in this Budget Ordinance is 10.77 cents (\$0.1077) per \$100.00 in valuation. Should Buncombe County set the fire tax rate applicable within the Town's jurisdiction lower than \$0.1077 per \$100.00 in valuation, then the Town's Budget for FY 2022-2023 shall be and is hereby automatically amended to appropriate the resulting difference in fire tax revenue from the fund balance within the Town's General Fund.

Section 16. Utilization of Budget Ordinance

The Budget Ordinance shall be the basis for the financial plan of the Town of Weaverville during the fiscal year beginning July 1, 2022 and ending June 30, 2023. The Budget Officer shall administer the budget. The accounting system shall establish records, which are in consonance with this budget and this ordinance and the appropriate statutes of the State of North Carolina.

Section 17. Distribution & Documentation

Copies of this Budget Ordinance shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer to be kept on file by them for direction in the collection of revenues and disbursement of Town funds.

DULY ADOPTED this the **27th** day of **June 2022**.

**Patrick Fitzsimmons, Mayor
Town of Weaverville**

ATTEST:

James Eller, Town Clerk

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

Adopted June 27, 2022
Effective July 1, 2022

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GENERAL ADMINISTRATIVE FEES

Returned Check Fee (G.S. § 25-3-506)\$25.00

Processing Fees for Electronic Payments

Direct vendor fees charged through electronic payment vendors - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes.

MyGovHub (<https://weavervillenc.mygovhub.com>)

Monthly Utility Billing..... \$3.50 flat fee - Visa, Mastercard, American Express, Discover Card

PaymentUs (<https://ipn.paymentus.com/rotp/towe>)

Miscellaneous Payments.....2.95% with no minimum

ACI Worldwide (www.acipayonline.com)

Monthly Utility Billing \$3.50 flat fee

Planning/Zoning Payments 3.14% with a \$2.48 minimum

Miscellaneous Payments..... 3.14% with a \$2.48 minimum

Special Event Permit Fees (Reference Special Events Permit)

Events with No Alcohol \$200.00

Events with Alcohol \$400.00

Solid Waste/Trash Violation \$50.00

Recycling Fee (included on monthly utility bill)..... \$3.34

Direct vendor fees charged by Curbside Management - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes. Recycling Fee reflects vendor charge as of July 2022.

Public Records Request Copying Charge(s)

8 ½" x 11" black & white single-sided hardcopy (per page)..... \$0.02

8 ½" x 11" color single-sided hardcopy (per page)..... \$0.09

8 ½" x 11" black & white double-sided hardcopy (per page)..... \$0.03

8 ½" x 11" color double-sided hardcopy (per page)..... \$0.18

Electronic Copies..... No Charge

Applicable postage will also be charged for mailing hard copy documents.

Annexation Petition Fee \$200.00

Hourly Charges for Equipment/Personnel

Equipment

Police Car.....\$15.00

Pumper Truck.....\$80.00

Ladder Truck \$150.00

Ton Truck (P/U Brush Truck)\$20.00

Command Vehicles\$10.00

Tanker.....\$30.00

Personnel

Firefighters, Police Officers, Public Works Employees.....\$25.00

Captain.....\$30.00

Chief Officers.....\$35.00

Beer & Wine Privilege Licenses

Taxes will be assessed for all malt beverage and wine licenses in accordance with and as required by N.C.G.S. 105-113.77et seq., as the same may from time to time be amended.

FACILITY USE FEES

Facility Use Fees See Attachment A

FIRE DEPARTMENT

Plans Permit..... \$100.00

Fuel Dispensing Permit.....\$50.00

Other charges may be assessed by the Fire Department or Fire Marshal's Office due to fines associated with fire code and fire lane violations.

POLICE DEPARTMENT

Violations of General Provisions..... \$100.00

Unless otherwise specifically provided, \$100.00 charge for each separate and distinct violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law

Dangerous Dog Violations

Class I: \$250.00 first day, and \$250.00 each subsequent day of continuous violation.

Class II: \$500.00 first day, and \$500.00 each subsequent day of continuous violation.

Class III: \$1,000.00 first day, and \$1,000.00 each subsequent day of continuous violation.

Unrestrained Dogs..... \$250.00

Dogs off leash

Parks and Recreation Violations (daily).....\$30.00

Includes vehicles on grass/trail

Parking Violations

Parked within Handicapped Zone..... \$100.00

Parked within Fire Lane\$100.00

Obstructing Traffic\$100.00

Parked within 25 Feet of Intersection\$50.00

Parked in or within 10 Feet of Crosswalk.....\$50.00

Parked within 25 Feet of Traffic Sign/Signal\$50.00

Blocking Private Driveway.....\$50.00

Double Parked.....\$50.00

Truck Traffic in Restricted Area	\$50.00
Exceeding Time Limit.....	\$30.00
Parked Across Lines.....	\$30.00
Exceeding 12 Inches from Curb or Street Edge.....	\$30.00
All Other Parking Violations	\$30.00

PLANNING & ZONING DEPARTMENT

Residential Zoning Permits:

Single Family Dwelling	\$150.00 plus \$0.05 per sq. ft. over 1,200 with a max of \$300.00
Multi Family Dwelling.....	\$300.00 plus \$50.00 per dwelling unit with a max of \$1,000.00
Secondary Dwelling	\$150.00
Addition to Dwelling.....	\$75.00 plus \$0.05 per sq. ft. over 1,200
Accessory Structure	\$50.00 plus \$0.05 per sq. ft. over 100
Deck/Porch.....	\$50.00
Home Occupation.....	\$50.00
Internal Up-fit.....	\$50.00
Temporary Structure/Use.....	\$50.00

Commercial / Industrial Zoning Permits:

Commercial/Industrial Structure	\$350.00 plus \$0.05 per sq. ft. over 2,000 with a max of \$1,000.00
Commercial/Industrial Addition.....	\$100.00 plus \$0.05 per sq. ft. over 2,000 with a max of \$500.00
Accessory Structure	\$50.00 plus \$0.05 per sq. ft. over 500 with a max of \$100.00
Internal Up-Fit/Renovation.....	\$100.00
Telecommunication Tower.....	\$4,000.00 per location or max allowed by law
Telecommunication Tower (Co-location, Microcell, Concealed)	\$500.00 per location or max allowed by law
Temporary Structure/Use (Annually)	\$100.00
Mobile Food Vendors:	
Daily.....	\$25.00
Annually	\$100.00

Sign Permits:

Sign Permit Fee.....	\$50.00 plus fee based upon total surface area of sign (see below) with a max of \$500.00
Up to 32 sq. ft.....	\$25.00
33 - 64 sq. ft.....	\$50.00
65 - 96 sq. ft.....	\$100.00
97 sq. ft. plus.....	\$150.00 plus \$2.50 per sq. ft.

Special Use Permit or Related Amendment Fee..... \$500.00

Rezoning/Zoning Map Amendment Fees:

Less Than 1 Acre.....	\$250.00
1 - 3 Acres.....	\$500.00
4 - 9 Acres.....	\$750.00
10 + Acres.....	\$1,000.00

Text Amendment Fees..... \$500.00

Conditional Zoning District Application Fees:

Less Than 1 Acre.....	\$250.00
1 - 3 Acres.....	\$500.00
4 - 9 Acres.....	\$750.00
10 + Acres.....	\$1,000.00

Subdivision Fees:

Minor Subdivision.....	\$100.00 plus \$25 per lot
Major Subdivision.....	\$300.00 plus \$25 per lot

Public Street Commitment Application..... \$200.00

Miscellaneous Planning, Zoning & Code Enforcement Fees:

Zoning Verification Letter.....	\$25.00
Variance, Sidewalk Waiver, Other Board of Adjustment Applications.....	\$250.00
Appeal of an Administrative Decision.....	No Charge
Nuisance Violation (which requires Town abatement).....	\$100.00
Violations of General Provisions.....	\$100.00

*Unless otherwise specifically provided, \$100.00 charge for each separate and distinct violation;
 additional civil penalties may be assessed pursuant to Town Code or other applicable law*

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
1½"	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

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

Meter Size	Tap Fee
5/8" and 3/4"	\$1,200.00
1"	\$1,750.00
1½"	\$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
1½"	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.

ATTACHMENT A TO FEE SCHEDULE – FACILITY USE FEES
FY 2022-2023 – Adopted June 27, 2002, and effective July 1, 2022

TOWN FACILITY LOCATION		GOVERNMENT, NON-PROFIT, EDUCATIONAL, CHURCHES		PRIVATE –MEETINGS, PARTIES, WEDDINGS, RECEPTIONS	
		Resident	Non-Resident	Resident	Non-Resident
TOWN HALL*					
Community Room / Kitchen	Deposit	\$200	\$200	\$200	\$200
	Mon-Sun 1-2 Hour Events	\$-0-			
	Hourly	\$10	\$15	\$15	\$30
	Daily Maximum	\$50	\$100	\$100	\$200
COMMUNITY CENTER*					
Albert Weaver Main Room	Deposit	\$300	\$300	\$300	\$300
	Mon-Fri Hourly	\$15	\$25	\$35	\$60
	Mon-Fri Daily Maximum	\$75	\$150	\$200	\$400
	Sat-Sun Hourly	\$25	\$50	\$60	\$75
	Sat-Sun Daily Maximum	\$150	\$300	\$300	\$600
Multi-Purpose Room	Deposit	\$100	\$100	\$100	\$100
	Mon-Fri 1-2 Hour Events	\$-0-			
	Mon-Fri Hourly	\$10	\$15	\$10	\$20
	Mon-Fri Daily Maximum	\$50	\$100	\$100	\$200
	Sat-Sun Hourly	\$15	\$30	\$25	\$50
	Sat-Sun Daily Maximum	\$75	\$150	\$150	\$300
Kitchen	Deposit	\$200	\$200	\$200	\$200
	Mon-Fri 1-2 Hour Events	\$-0-			
	Mon-Fri Hourly	\$12	\$15	\$15	\$25
	Mon-Fri Daily Maximum	\$50	\$100	\$100	\$200
	Sat-Sun Hourly	\$15	\$30	\$25	\$30
	Sat-Sun Daily Maximum	\$75	\$150	\$150	\$300

ATTACHMENT A TO FEE SCHEDULE – FACILITY USE FEES
FY 2022-2023 – Adopted June 27, 2002, and effective July 1, 2022

TOWN FACILITY LOCATION	GOVERNMENT, NON-PROFIT, EDUCATIONAL, CHURCHES		PRIVATE –MEETINGS, PARTIES, WEDDINGS, RECEPTIONS	
	Resident	Non-Resident	Resident	Non-Resident
Back Porch/Patio				
Deposit	\$100	\$100	\$100	\$100
Hourly	\$15	\$25	\$20	\$30
Does not include building access				
Weekend Patio reservations must be made week of				
Daily Maximum	\$75	\$150	\$150	\$300
Add Ons				
Fireplace Usage	\$25	\$25	\$25	\$25
Back Porch/Patio	\$25	\$25	\$25	\$25
After-Hours Assistance	\$25	\$25	\$25	\$25
After-Hours Keycard	\$10	\$10	\$10	\$10
*Facility Fees are determined based on hourly increments				

TOWN OF WEAVERVILLE
 PAY PLAN & POSITION CLASSIFICATION PLAN
 FY 2022-2023 (PROPOSED)

GRADE	CLASSIFICATION	FLSA STATUS	MINIMUM	MID-POINT	MAXIMUM
9	Maintenance Worker	Non-Exempt	\$ 36,816.00	\$ 45,099.60	\$ 53,383.20
10			\$ 37,552.32	\$ 46,001.59	\$ 54,450.86
11	Senior Maintenance Worker	Non-Exempt	\$ 38,303.37	\$ 46,921.62	\$ 55,539.88
12	Equipment Operator	Non-Exempt	\$ 39,069.43	\$ 47,860.06	\$ 56,650.68
13			\$ 39,850.82	\$ 48,817.26	\$ 57,783.69
14	Police Records Specialist Administrative Assistant Financial Administrative Assistant	Non-Exempt Non-Exempt Non-Exempt	\$ 40,647.84	\$ 49,793.60	\$ 58,939.37
15	Firefighter Meter Technician	Non-Exempt Non-Exempt	\$ 41,460.80	\$ 50,789.47	\$ 60,118.15
16	Police Officer School Resource Officer Utility Maintenance Crew Leader Water Plant Operator Recreation Coordinator	Non-Exempt Non-Exempt Non-Exempt Non-Exempt Non-Exempt	\$ 42,290.01	\$ 51,805.26	\$ 61,320.52
17	Chief Treatment Plant Operator	Non-Exempt	\$ 43,135.81	\$ 52,841.37	\$ 62,546.93
18	Fire Engineer Public Works Supervisor Trainee/Assistan	Non-Exempt Non-Exempt	\$ 43,998.53	\$ 53,898.20	\$ 63,797.87
19	Police Corporal Police Detective Fire Lieutenant Finance Specialist	Non-Exempt Non-Exempt Non-Exempt Non-Exempt	\$ 45,622.70	\$ 56,485.46	\$ 67,348.23
20	Town Clerk	Non-Exempt	\$ 47,903.83	\$ 59,309.74	\$ 70,715.64
21	Fire Captain Police Sergeant Senior Police Detective Planner / Code Enforcer	Non-Exempt Non-Exempt Non-Exempt Non-Exempt	\$ 50,299.02	\$ 62,275.22	\$ 74,251.42
22	Fire Marshal	Exempt	\$ 52,813.98	\$ 65,388.98	\$ 77,963.99
23	Fire Battalion Chief Public Works Supervisor Water Distribution Supervisor	Non-Exempt Non-Exempt Non-Exempt	\$ 55,454.67	\$ 68,658.43	\$ 81,862.19

	Police Lieutenant	Non-Exempt			
24			\$ 58,227.41	\$ 72,091.35	\$ 85,955.30
25	Deputy Fire Chief	Exempt	\$ 61,138.78	\$ 75,695.92	\$ 90,253.06
	Assistant Police Chief	Exempt			
	Water Treatment Plant Supervisor	Exempt			
26	Planning Director	Exempt	\$ 64,195.72	\$ 79,480.72	\$ 94,765.72
27	Water Superintendent	Exempt	\$ 67,405.50	\$ 83,454.75	\$ 99,504.00
28			\$ 70,775.78	\$ 87,627.49	\$ 104,479.20
29	Finance Director	Exempt	\$ 74,314.57	\$ 92,008.87	\$ 109,703.16
	Fire Chief	Exempt			
	Police Chief	Exempt			
30	Public Works Director	Exempt	\$ 78,030.30	\$ 96,609.31	\$ 115,188.32
31			\$ 81,931.81	\$ 101,439.77	\$ 120,947.74
32			\$ 86,028.40	\$ 106,511.76	\$ 126,995.13

Town Manager - Exempt; Pay established by employment agreement

Town Attorney - Exempt; Pay established by employment agreement

Exempt = Classification eligible to be exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: June 27, 2022

SUBJECT: Waterline Extension Request -
Clarks Chapel Road - 13 Lot Subdivision

PRESENTER: Public Works Director

ATTACHMENTS: Application for Water Commitment Letter and
Proposed Water Plan

DESCRIPTION /SUMMARY OF REQUEST:

This proposed single family development on Clarks Chapel Road consists of 13 homes on 8.89 acres, located approximately 2 miles outside town limits. To serve this development with Weaverville water, the developer has requested a water commitment of 5,200 gallons per day with a peak demand of 45 gallons per minute and a 6-inch water tap into the town's 12-inch water line on Clarks Chapel Road. 600 lineal feet of 6-inch water with meters and fire hydrants will be constructed by the developer along their new road to serve the homes, with the water line to become an extension of the town's water system upon completion. This request is brought to Town Council pursuant to Code Section 30-79 which requires Town Council approval for any extensions of the Town's water system.

The Public Works Director/Town Engineer has found that there is sufficient water capacity within the town's water system to accommodate the requested water without any adverse effects on service to the town's current water customers. The Public Works Director will be a tonight's meeting to provide further information on this matter and to answer questions.

ACTION REQUESTED:

Council discussion and possible action regarding the waterline extension/water commitment.

Reid 4/22/2022



TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: LIAM CAHILL

PROJECT NAME: CLARKS CHAPEL ROAD SUBDIVISION

ADDRESS: BROOKS ENGINEERING ASSOCIATES

LOCATION: 601 CLARKS CHAPEL ROAD

15 ARLINGTON ST - ASHEVILLE, NC 28801

WEAVERVILLE, NC 28787

PHONE NUMBER: 828-232-4700

PIN NUMBER: 9744-10-5111

ELEVATION: VARIES (SEE PLAN)

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
- TWO FAMILY _____ NUMBER OF BUILDINGS
- MULTI-FAMILY _____ NO. OF BUILDINGS _____ UNITS PER BUILDING
- RESIDENTIAL SUBDIVISION 13 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:

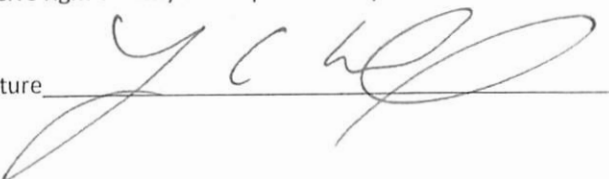
MAXIMUM GALLONS PER MINUTE 545 (45 DOMESTIC + 500 FIRE)
MAXIMUM GALLONS PER DAY 5,200
ANTICIPATED DATE OF SERVICE FALL 2022

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 LIAM CAHILL understand that the processing fee of \$ _____ 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 

Date 4/27/22

WATER FLOW CALCULATOR**BROOKS ENGINEERING ASSOCIATES**PROJECT NAME: CLARKS CHAPEL ROAD SUBDIVISIONPROJECT NUMBER: 564222DESIGNED BY: LBCDATE: 4/27/2022SEWER TYPE: PRIVATEWATER TYPE: PUBLICSEWER REVIEW: NCDEQWATER REVIEW: WEAVERVILLE**WATER INFO****COMMERCIAL DEMAND****FIXTURE UNIT CALCS:**

Fixture Type:	Number:	Fixture Units:
Bathtub / Shower:	<u>0</u>	<u>0</u>
Drinking Fountain:	<u>0</u>	<u>0</u>
Dishwasher:	<u>0</u>	<u>0</u>
Washing Machine:	<u>0</u>	<u>0</u>
Other:	<u>0</u>	<u>0</u>
Kitchen Sink:	<u>0</u>	<u>0</u>
Bathroom Sink:	<u>0</u>	<u>0</u>
Urinal / Toilet (FV):	<u>0</u>	<u>0</u>
Toilet (Tank):	<u>0</u>	<u>0</u>
Total Fixture Units:		<u>0</u>

*Fixture Units from 15A NCAC 18C Fig 3(A)

Peak Demand: GPM

*Peak demand from 15A NCAC 18C Fig 3(C)

RESIDENTIAL DEMANDNumber of Units: 13Daily Demand: 5,200 GPDPeak Demand: 45 GPM

*Peak demand from 15A NCAC 18C .0802 chart

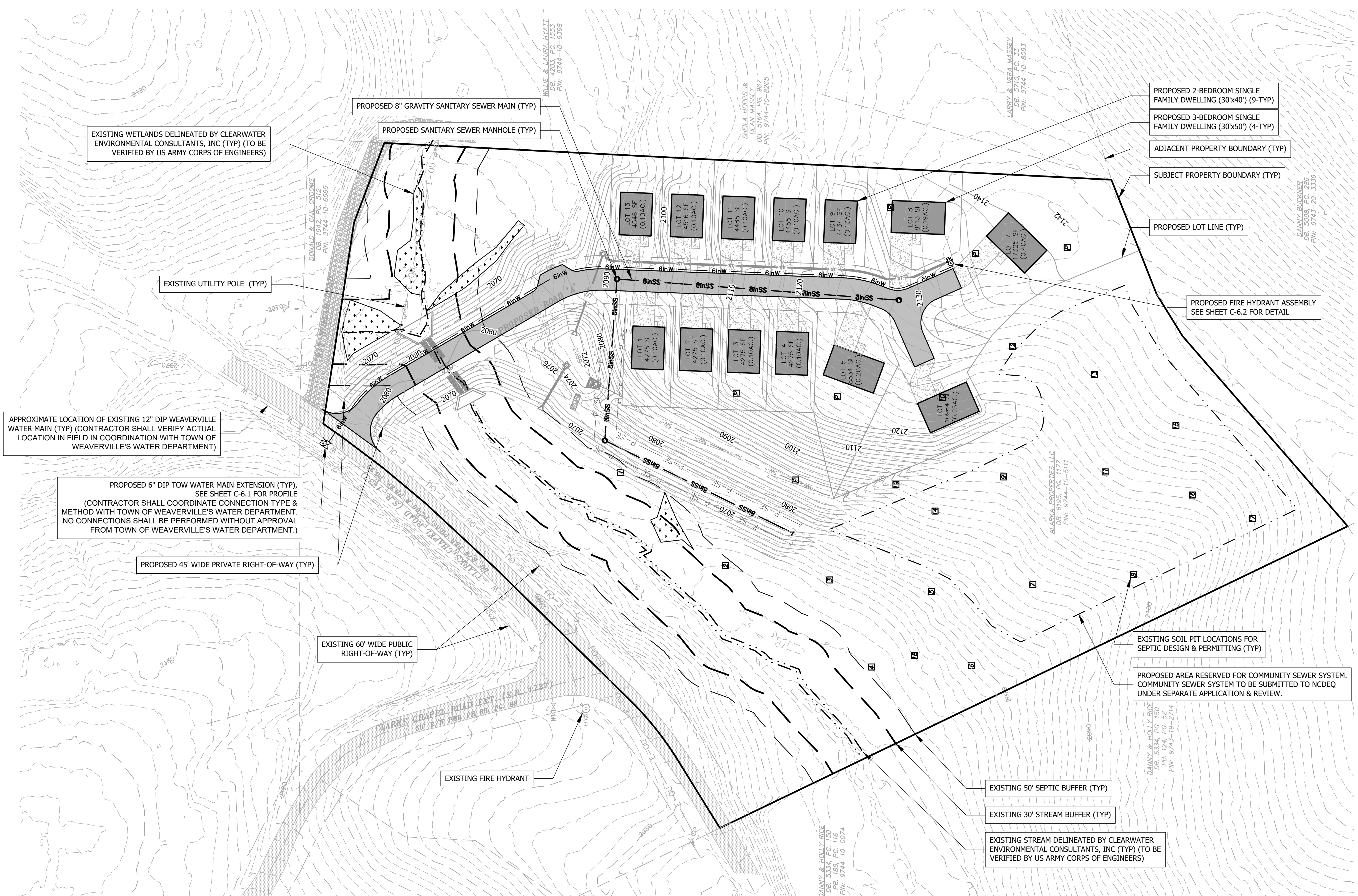
FIRE DEMANDHydrant Flow: 500 GPMSprinkler Type: NONESprinkler Flow: GPM

Other:

Total Fire Demand: 500 GPM**TOTAL PEAK DEMAND:**Total Domestic Peak: 45 GPMTotal Fire Demand: 500 GPMCombined Peak Demand: 545 GPMPlanning & Project Management / Civil Engineering
Surveying / Environmental Engineering & Services17 Arlington Street / Asheville NC 28801
www.brooksea.com / 828-232-4700

GRADING AND STORMWATER LEGEND

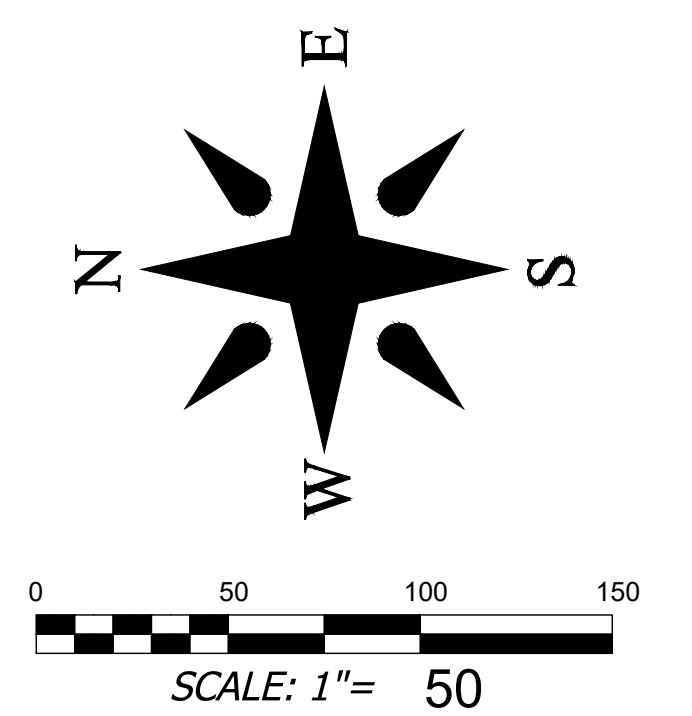
- EXIST. BOUNDARY
- EXIST. ADJOINER
- EXIST. STREAM
- EXIST. STREAM BUFFER
- EXIST. WETLAND
- EXIST. FEMA NON-ENCROACHMENT
- EXIST. FEMA FLOOD HAZARD AREA (1%)
- EXIST. FEMA FLOOD HAZARD AREA (0.2%)
- EXIST. RIGHT OF WAY
- EXIST. EASEMENT
- EXIST. BUILDING SETBACK
- EXISTING BUILDING
- EXISTING SIDEWALK
- EXISTING PAVEMENT
- EXIST. CURB
- EXIST. MANHOLE
- EXIST. SANITARY SEWER
- EXIST. SEWER CLEAN OUT
- EXIST. WATER LINE
- EXIST. WATER METER
- EXIST. FIRE HYDRANT
- EXIST. WATER VALVE
- EXIST. OVERHEAD UTILITIES
- EXIST. POWER POLE
- EXIST. UNDERGRND UTILITIES
- EXIST. STORM DRAIN
- EXIST. CURB INLET
- EXIST. JUNCTION BOX
- EXIST. DROP INLET
- EXIST. TELE MANHOLE
- EXIST. DROP INLET
- EXIST. TRANSFORMER
- EXIST. LIGHT POLE
- EXIST. MINOR CONTOUR
- EXIST. MAJOR CONTOUR
- NEW BUILDING
- NEW PAVEMENT
- NEW HD PAVEMENT
- NEW CONCRETE SIDEWALK
- NEW GRAVEL
- NEW CURB & GUTTER
- NEW YARD INLET
- NEW DROP INLET
- NEW CURB INLET
- NEW JUNCTION BOX
- NEW HEADWALL
- NEW FLARED END SECTION
- NEW STORM PIPE
- RIP RAP LINED DITCH
- NEW MINOR CONTOUR
- NEW MAJOR CONTOUR
- NEW SPOT GRADE
- NEW PROPERTY LINES
- NEW RIGHT OF WAY
- NEW WATER DISTRIBUTION MAIN
- NEW WATER FIRE HYDRANT
- NEW MANHOLE
- NEW SEWER LINE
- LIMITS OF DISTURBANCE
- NEW WALL (BY OTHERS)
- TEMP. TREE PROTECTION FENCE



DEVELOPMENT DATA

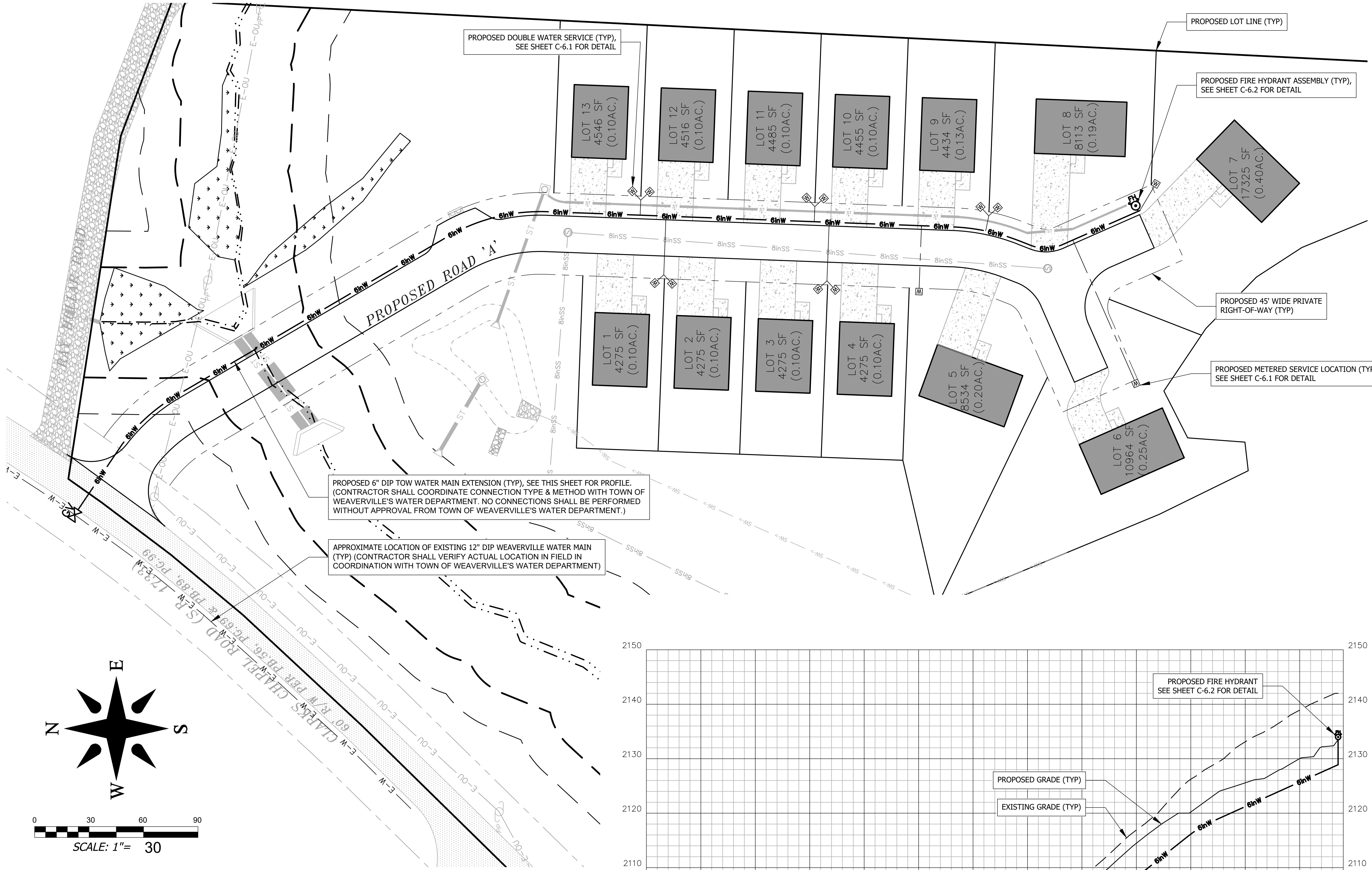
PROPERTY ADDRESS: 601 CLARKS CHAPEL ROAD
WEAVERVILLE NC 28787

PIN NUMBER: 9744-10-5111
PROPERTY SIZE: 8.89 ACRES
ZONING REVIEW: BUNCOMBE COUNTY
EROSION CONTROL REVIEW: BUNCOMBE COUNTY
STORMWATER REVIEW: BUNCOMBE COUNTY
ZONING CLASSIFICATION: OU (OPEN USE)
PROPOSED NUMBER OF UNITS: 13
PROPOSED DENSITY: 1.53 UNITS PER ACRE
PROPERTY OWNER: ALARKA PROPERTIES LLC
CONTACT: TODD BLEVINS
ADDRESS: 2707 ASHEVILLE ROAD
WAYNESVILLE NC 28786
EMAIL: TODD@PEAKENERGYONLINE.COM
PHONE: 828-488-3838
DEVELOPER: ALARKA PROPERTIES LLC
CONTACT: TODD BLEVINS
ADDRESS: 2707 ASHEVILLE ROAD
WAYNESVILLE NC 28786
EMAIL: TODD@PEAKENERGYONLINE.COM
PHONE: 828-488-3838
ENGINEER: BROOKS ENGINEERING
CONTACT: MARK BROOKS, PE
ADDRESS: 15 ARLINGTON STREET
ASHEVILLE NC 28801
EMAIL: MBROOKS@BROOKSEA.COM
PHONE: 828-232-4700



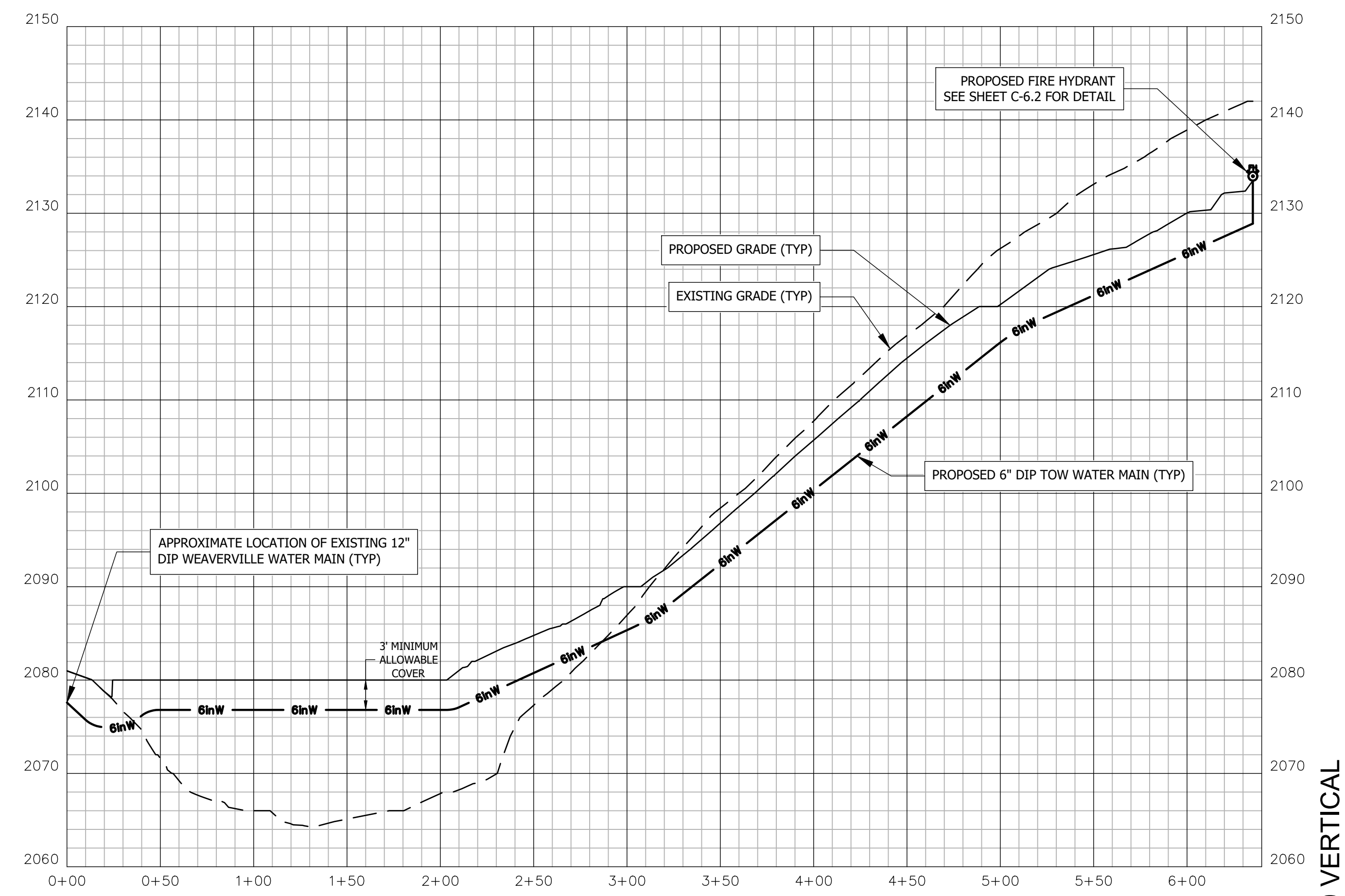
Project No: 564222	CLARKS CHAPEL ROAD SUBDIVISION	NORTH CAROLINA	Date 05-11-2022
C-6.0	SINGLE FAMILY RESIDENTIAL	BUNCOMBE COUNTY	1 PERMIT SUBMITTALS
			NO. 1
Drawing Title: OVERALL UTILITY PLAN	PRELIMINARY - NOT FOR CONSTRUCTION	BROOKS ENGINEERING ASSOCIATES NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER EXPIRES 12/31/25	REVIEWED: MCB
			DESIGNED: LBC
			SCALE: AS NOTED
			CHECKED: MCB
			DATE: 05-11-2022
		15 Arlington Street Asheville, N.C. 28801 Phone: 1-828-232-4700 Fax: 1-828-232-1331 www.brooksea.com	
		PLANNING • ENGINEERING • SURVEYING • ENVIRONMENTAL SERVICES •	
		Revision/Submission number with a triangle indicates changes made on this sheet	

UTILITIES LEGEND	
	EXIST. BOUNDARY
	EXIST. ADJOINER
	EXIST. STREAM
	EXIST. STREAM BUFFER
	EXIST. WETLAND
	EXIST. FEMA NON-ENCROACHMENT
	FEMA FLOOD HAZARD AREA (1%)
	FEMA FLOOD HAZARD AREA (0.2%)
	EXIST. RIGHT OF WAY
	EXIST. EASEMENT
	EXIST. BUILDING SETBACK
	EXISTING BUILDING
	EXISTING SIDEWALK
	EXISTING PAVEMENT
	EXIST. CURB
	EXIST. MANHOLE
	EXIST. SANITARY SEWER
	EXIST. SEWER CLEAN OUT
	EXIST. WATER LINE
	EXIST. WATER METER
	EXIST. FIRE HYDRANT
	EXIST. WATER VALVE
	EXIST. OVERHEAD UTILITIES
	EXIST. POWER POLE
	EXIST. UNDERGRND UTILITIES
	EXIST. STORM DRAIN
	EXIST. CURB INLET
	EXIST. JUNCTION BOX
	EXIST. DROP INLET
	EXIST. TELE MANHOLE
	EXIST. DROP INLET
	EXIST. TRANSFORMER
	EXIST. LIGHT POLE
	EXIST. SEWER EASEMENT
	EXIST. WATER EASEMENT
	EXIST. MINOR CONTOUR
	EXIST. MAJOR CONTOUR
	NEW BUILDING
	NEW PAVEMENT
	NEW CONCRETE SIDEWALK
	NEW GRAVEL
	NEW CURB & GUTTER
	NEW YARD INLET
	NEW DROP INLET
	NEW CURB INLET
	NEW JUNCTION BOX
	NEW HEADWALL
	NEW FLARED END SECTION
	NEW STORM PIPE
	RIP RAP LINED DITCH
	NEW MINOR CONTOUR
	NEW MAJOR CONTOUR
	NEW PROPERTY LINES
	NEW RIGHT OF WAY
	NEW WATER DISTRIBUTION MAIN
	NEW WATER FIRE HYDRANT
	NEW WATER VALVE
	NEW AIR/VAC RLS VALVE
	NEW WATER BLOW-OFF VALVE
	NEW WATER DOMESTIC METER
	NEW WATER EASEMENT
	NEW MANHOLE
	NEW SEWER LINE
	NEW SANITARY CO / SERVICE
	NEW SEWER EASEMENT
	NEW WALL (BY OTHERS)



PROPOSED 6" DIP TOW WATER MAIN EXTENSION (TYP). SEE THIS SHEET FOR PROFILE. (CONTRACTOR SHALL COORDINATE CONNECTION TYPE & METHOD WITH TOWN OF WEAVERVILLE'S WATER DEPARTMENT. NO CONNECTIONS SHALL BE PERFORMED WITHOUT APPROVAL FROM TOWN OF WEAVERVILLE'S WATER DEPARTMENT.)

APPROXIMATE LOCATION OF EXISTING 12" DIP WEAVERVILLE WATER MAIN (TYP) (CONTRACTOR SHALL VERIFY ACTUAL LOCATION IN FIELD IN COORDINATION WITH TOWN OF WEAVERVILLE'S WATER DEPARTMENT.)



PROFILE VIEW

1:50 HORIZONTAL

1:10 VERTICAL

TOW PROJECT #XXXXX

PLAN VIEW

WATER NOTES

- INSTALLATIONS SHALL BE IN ACCORDANCE WITH TOWN OF WEAVERVILLE CURRENT DESIGN GUIDELINES UNDER THE INSPECTION OF TOWN OF WEAVERVILLE AND BY A NORTH CAROLINA LICENSED UTILITY CONTRACTOR.
- CONSTRUCTION ON THIS SITE MUST BE AUTHORIZED BY PERMITS ISSUED BY TOWN OF WEAVERVILLE WATER DEPARTMENT
- ALL SITEWORK SHALL BE IN ACCORDANCE TO LOCAL, STATE AND NATION REGULATORY STANDARDS.
- A MINIMUM COVER DEPTH OF 3" SHALL BE MAINTAINED OVER ALL WATER LINES.
- ALL BRASS FITTINGS MUST BE CERTIFIED LEAD FREE.
- NO LANDSCAPING SHALL BE ALLOWED INSIDE THE 20' WATERLINE EASEMENT.
- ALL FIRE HYDRANTS, VAULTS, BACKFLOWS AND WATER METERS ARE TO BE LOCATED IN RELATIVELY FLAT AREAS AND OUTSIDE PAVEMENT OR DRIVEWAYS.
- ALL WATER METERS ARE TO BE LOCATED WITHIN 5 FEET OF THE EDGE OF PAVEMENT OR BACK OF CURB.
- WATER METERS SHALL HAVE A 3.0' HORIZONTAL SEPARATION MINIMUM FROM STORM DRAIN BOXES.
- WHERE A WATER MAIN CROSSES A SANITARY SEWER, IF THE BOTTOM OF THE WATER LINE IS LESS THAN 18" ABOVE TOP OF THE SEWER LINE, OR IF THE WATER LINE IS UNDER THE SEWER, THE WATER AND SEWER LINES SHALL BE DUCTILE IRON PIPE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
- RESTRAINED PIPE BY AN APPROVED MANUFACTURER SHALL BE USED AT ALL FITTING AND OTHER REQUIRED SECTIONS OF PIPE. THRUST BLOCKING MAY BE USED WHERE CONNECTIONS ARE MADE TO EXISTING LINES OR THE USE OF MECHANICAL RESTRAINT IS NOT FEASIBLE.
- FIRE HYDRANTS AND METERS SHALL BE LOCATED IN FLAT AREAS, AND OUTSIDE OF DRIVEWAYS.
- WATER METERS SHALL BE LOCATED WITHIN 5 FEET OF THE BACK OF CURB, OR WITHIN 3 FEET OF THE SIDEWALK.
- MAINTAIN 5 FOOT SEPARATION BETWEEN WATER AND UTILITY/LIGHT POLES.
- TREES SHALL BE PLANTED A MINIMUM OF 10' FROM NEW WATER LINES.
- BACKFLOW PREVENTER ENCLOSURES ARE TO MEET ASSE 1060 STANDARD REQUIREMENTS
- GAS, CABLE AND OTHER UTILITIES SHALL BE INSTALLED SUCH THAT CLEARANCES FROM THE WATER LINE ARE MAINTAINED, OR LOCATED ON THE OPPOSITE SIDE OF THE ROAD.
- ALL WATER MAINS 3" AND ABOVE SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE AND FITTINGS AS SPECIFIED BY AWWA C150 AND C151 FOR LAYING CONDITIONS PER THE TOWN OF WEAVERVILLE STANDARD TRENCH DETAIL AND AS REQUIRED BY THE TECHNICAL SPECIFICATIONS. ALL SERVICE LINES LOWER THAN 3" TO BE TYPE "K" COPPER TUBING.
- ALL WATER LINES ARE TO BE INSTALLED IN ACCORDANCE WITH TOWN OF WEAVERVILLE WATER RESOURCES DESIGN AND CONSTRUCTION MANUAL.
- METER BOXES SHALL BE CLEARLY LABELED TO DESCRIBE THE ADDRESS OF THE BUILDING SERVED, A PERMANENT NAMEPLATE WITH ENGRAVING OF ADDRESS SHALL BE PERMANENTLY SECURED TO THE INTERIOR WALL OF EACH METER BOX WITHIN 3' OF THE TOP.
- ROW LIMITS, ROADWAYS, CURB LINE, PROPOSED STRUCTURES, LANDSCAPE TREES, PROPERTY CORNERS, WATERLINES, AND APPURTENANCES ARE TO BE STAKED PRIOR TO CONSTRUCTION.
- CUSTOM ORDERED COPPER SERVICE LINE, WITH NO UNIONS, TO BE USED FOR ANY SERVICE LINE THAT IS LONGER THAN 60 FEET.

DEVELOPMENT DATA

PROPERTY ADDRESS: 601 CLARKS CHAPEL ROAD
WEAVERVILLE NC 28787

PIN NUMBER: 9744-10-5111

PROPERTY SIZE: 8.89 ACRES

ZONING REVIEW: BUNCOMBE COUNTY

EROSION CONTROL REVIEW: BUNCOMBE COUNTY

STORMWATER REVIEW: BUNCOMBE COUNTY

ZONING CLASSIFICATION: OU (OPEN USE)

PROPOSED NUMBER OF UNITS: 13

PROPOSED DENSITY: 1.53 UNITS PER ACRE

PROPERTY OWNER: ALARKA PROPERTIES LLC

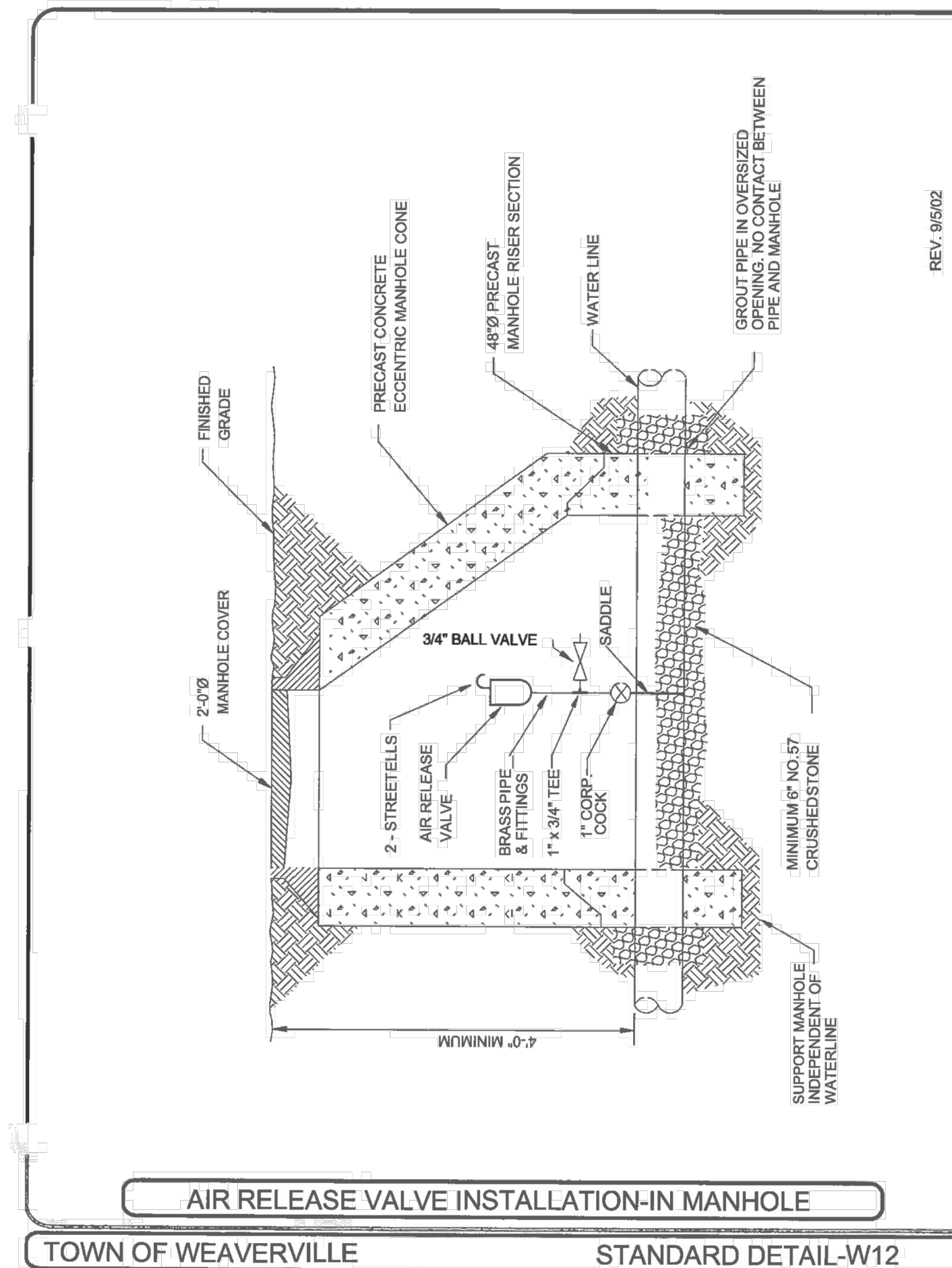
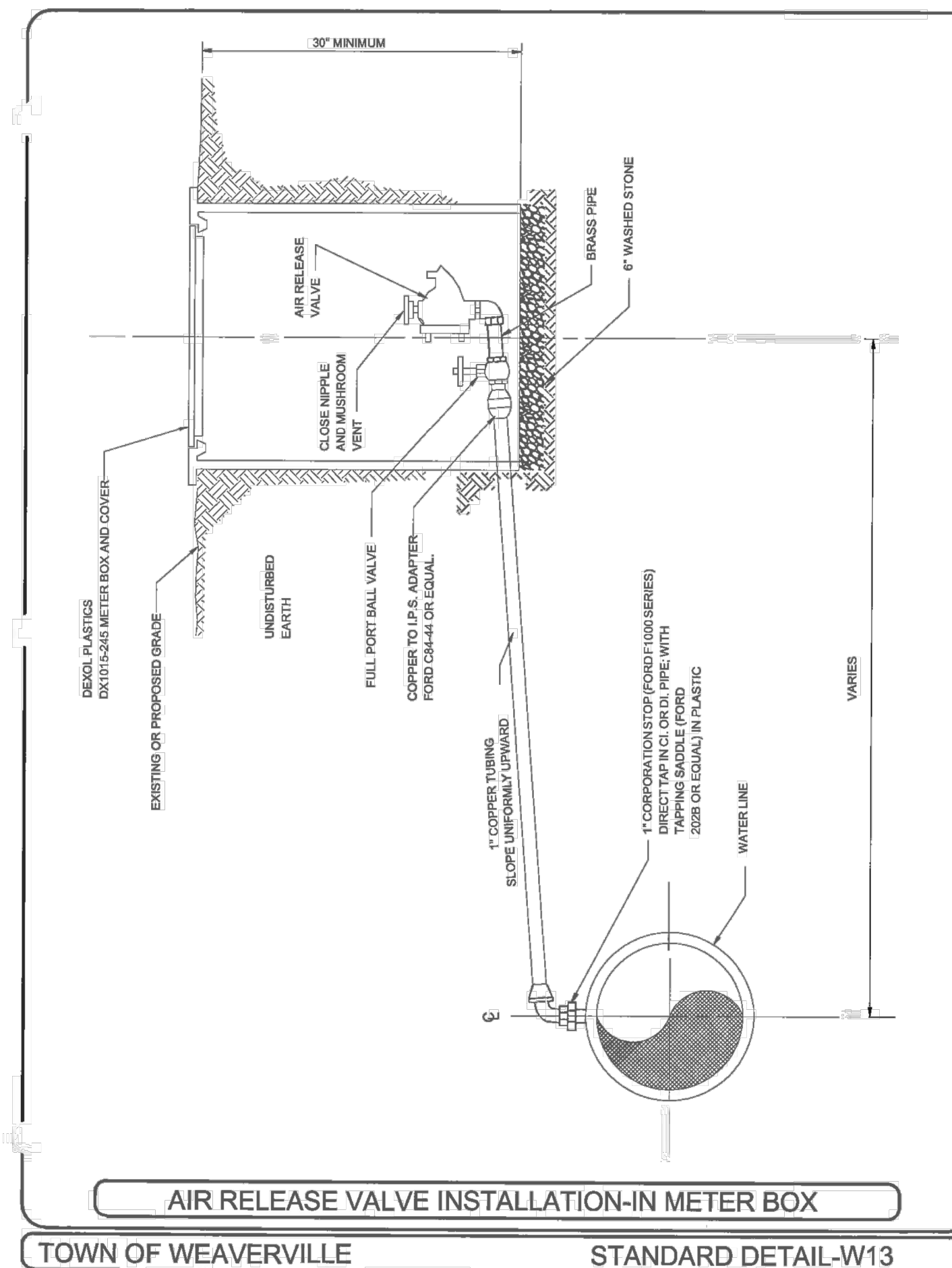
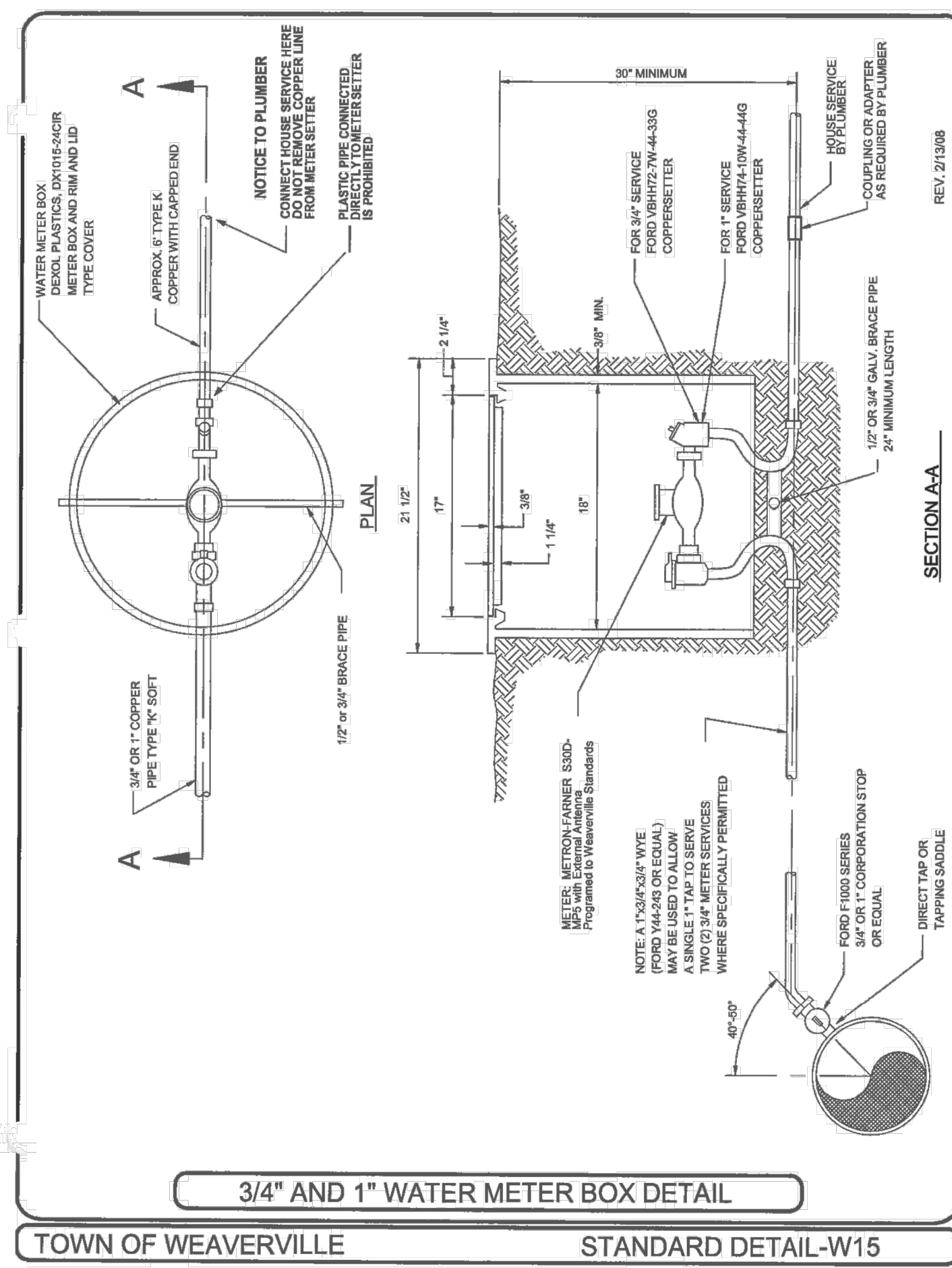
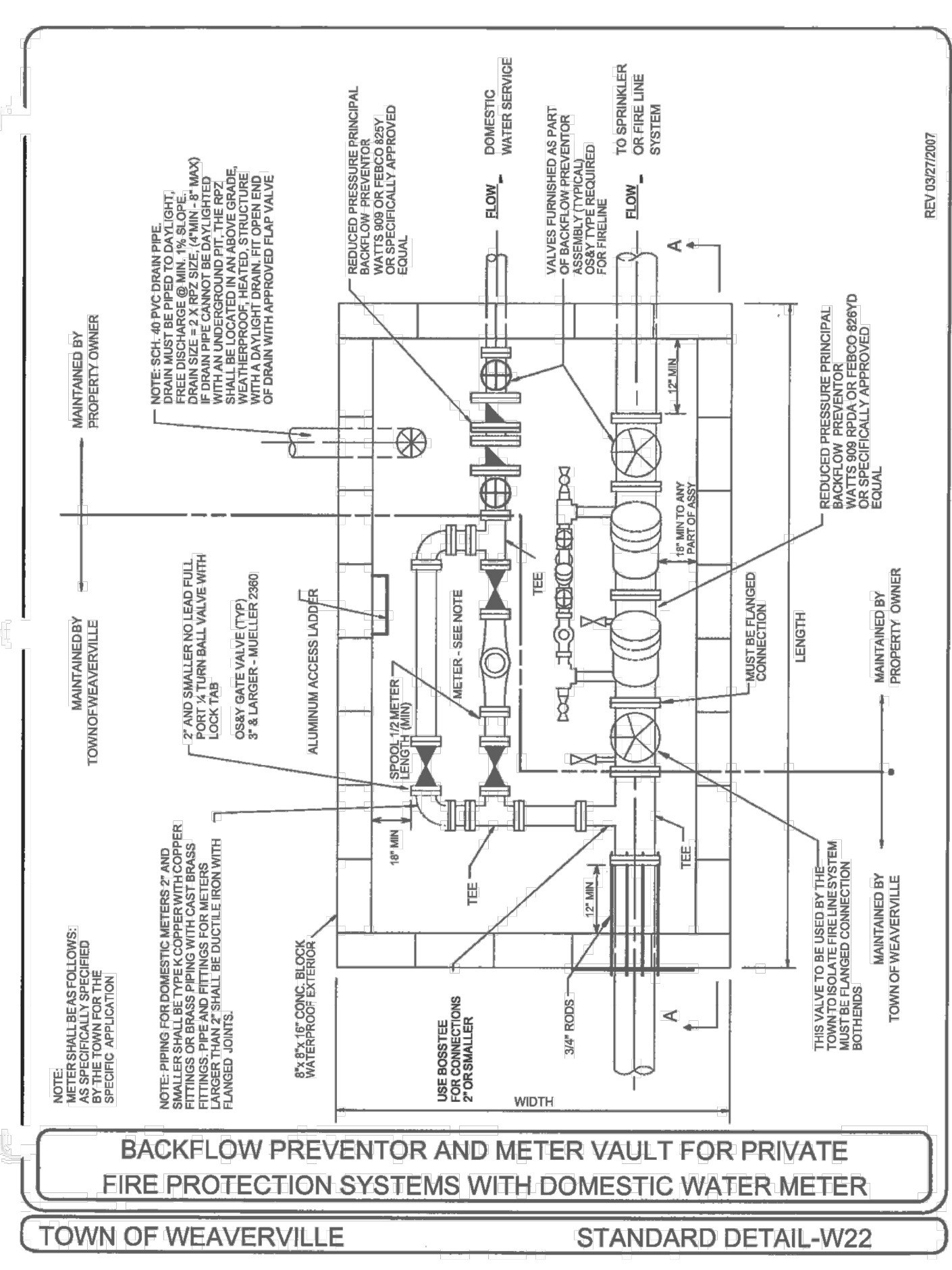
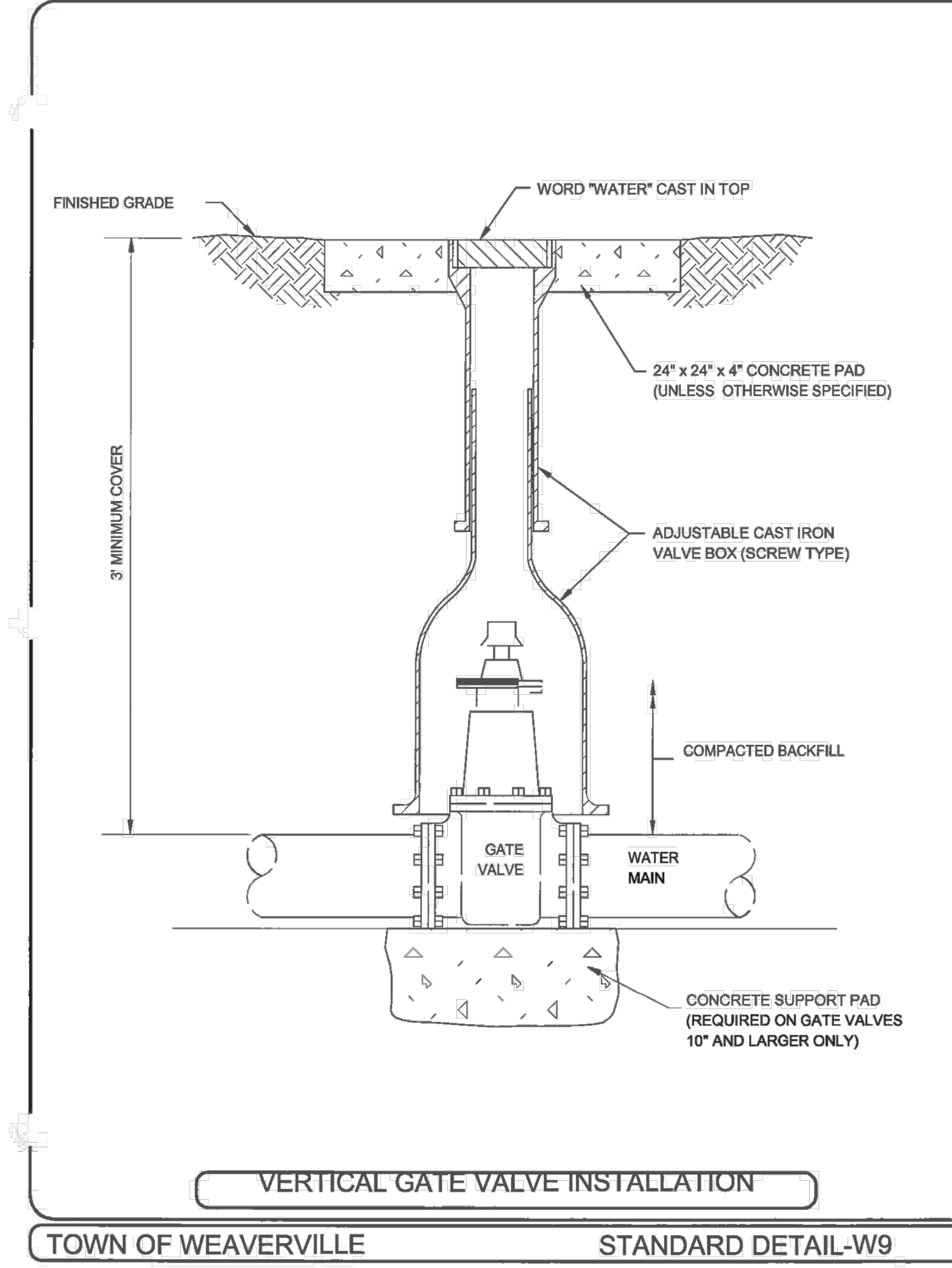
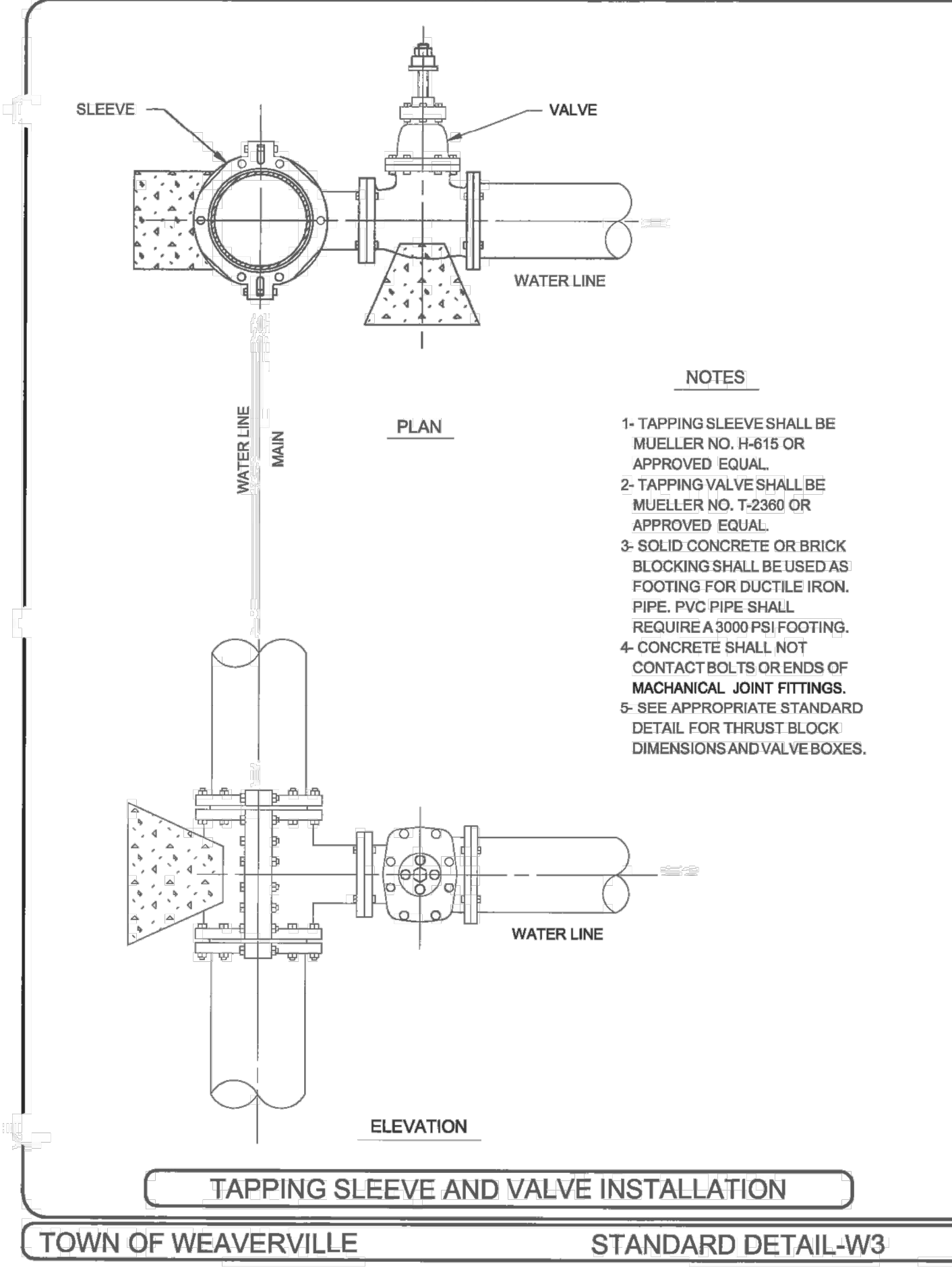
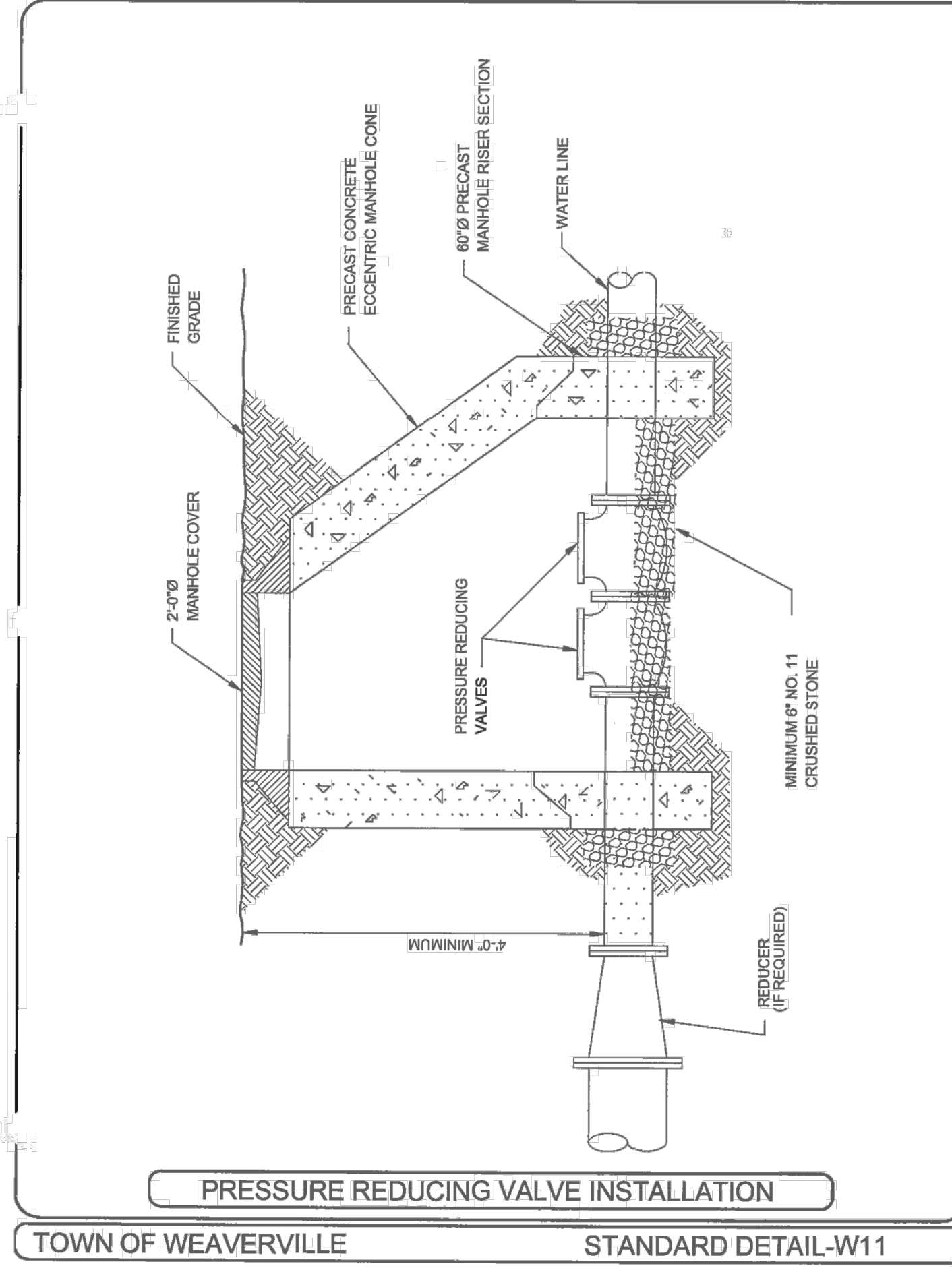
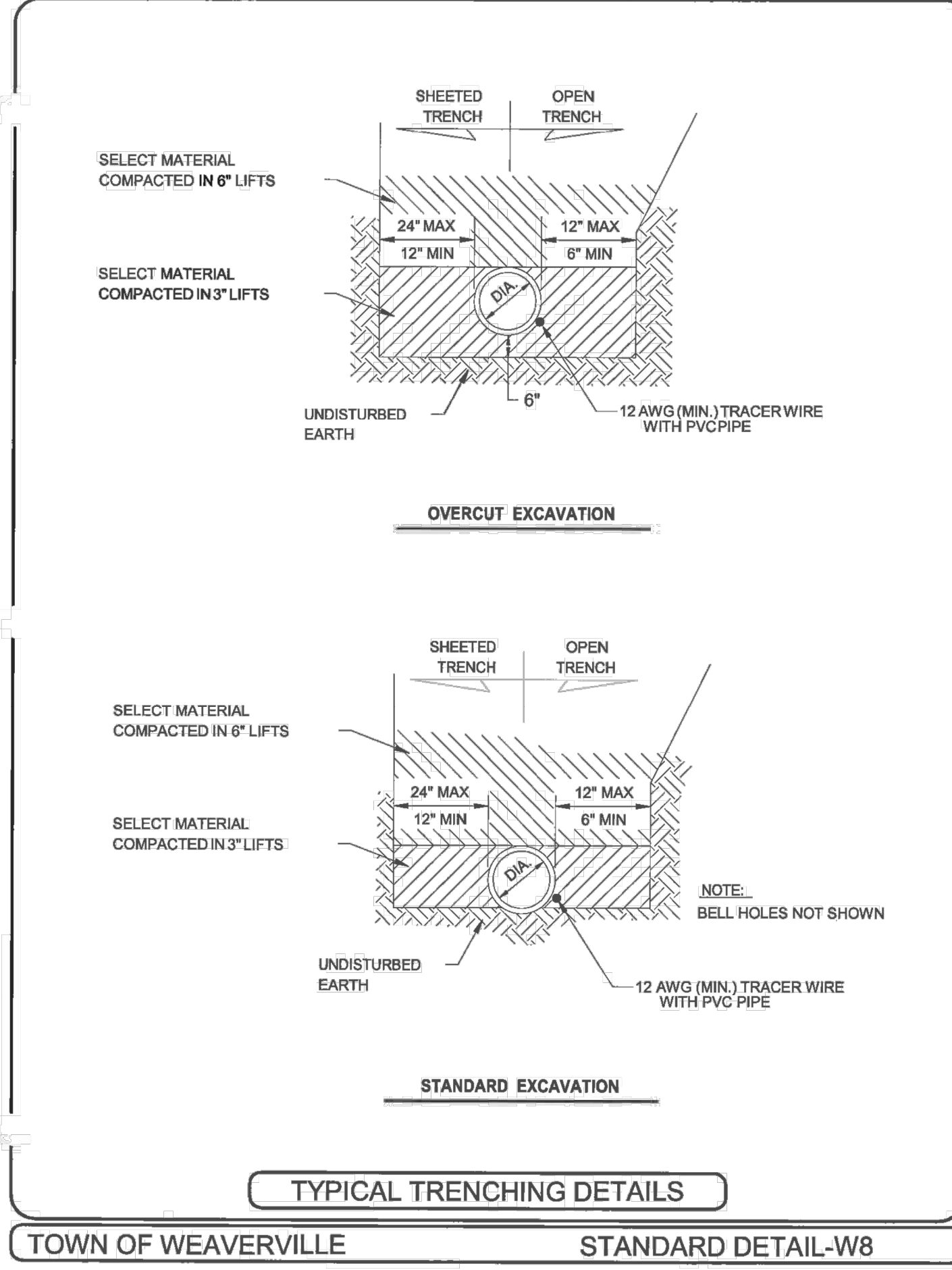
CONTACT: TODD BLEVINS
ADDRESS: 2707 ASHEVILLE ROAD
WAYNESVILLE NC 28786
EMAIL: TODD@PEAKENERGYONLINE.COM
PHONE: 828-488-3838

DEVELOPER: ALARKA PROPERTIES LLC

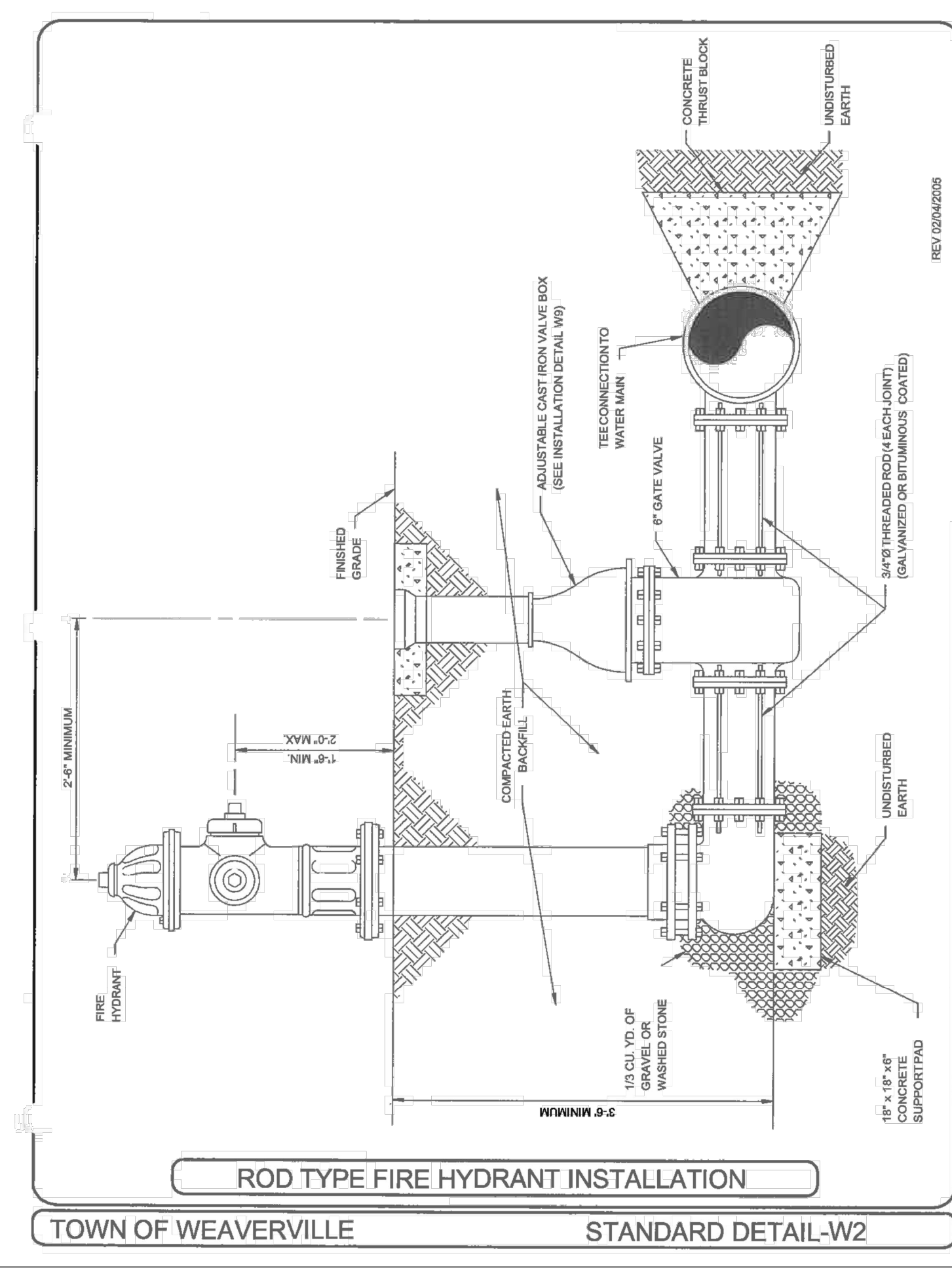
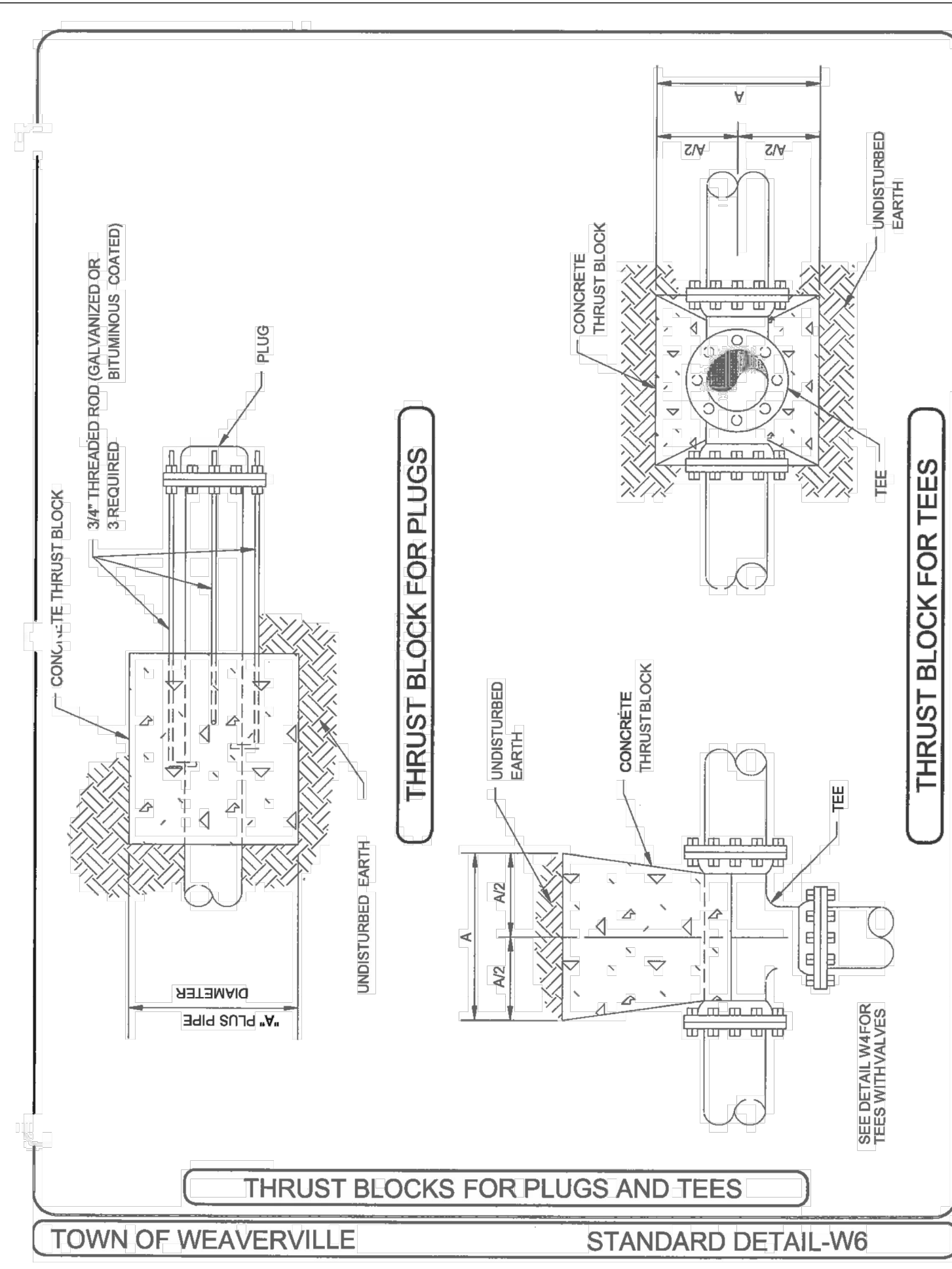
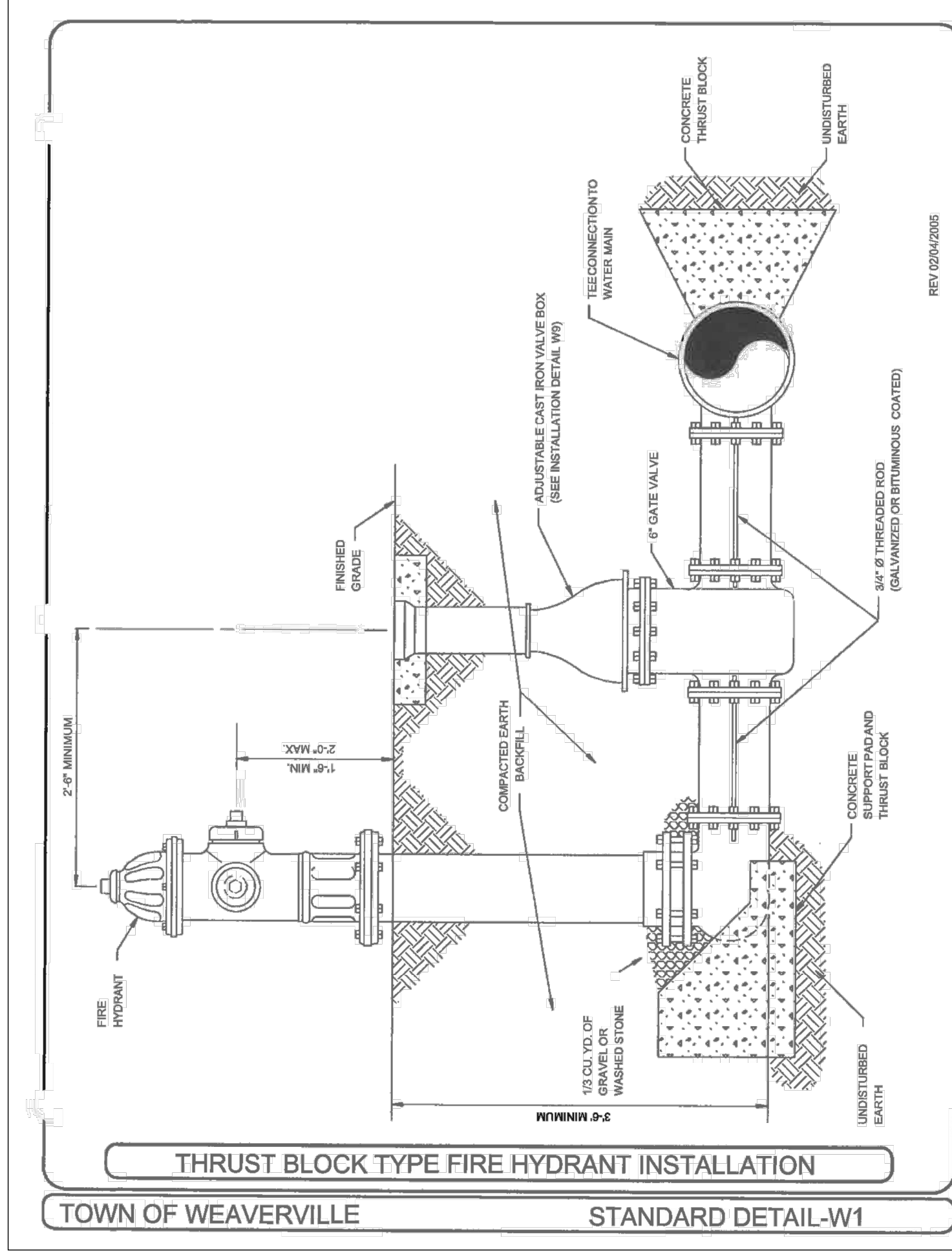
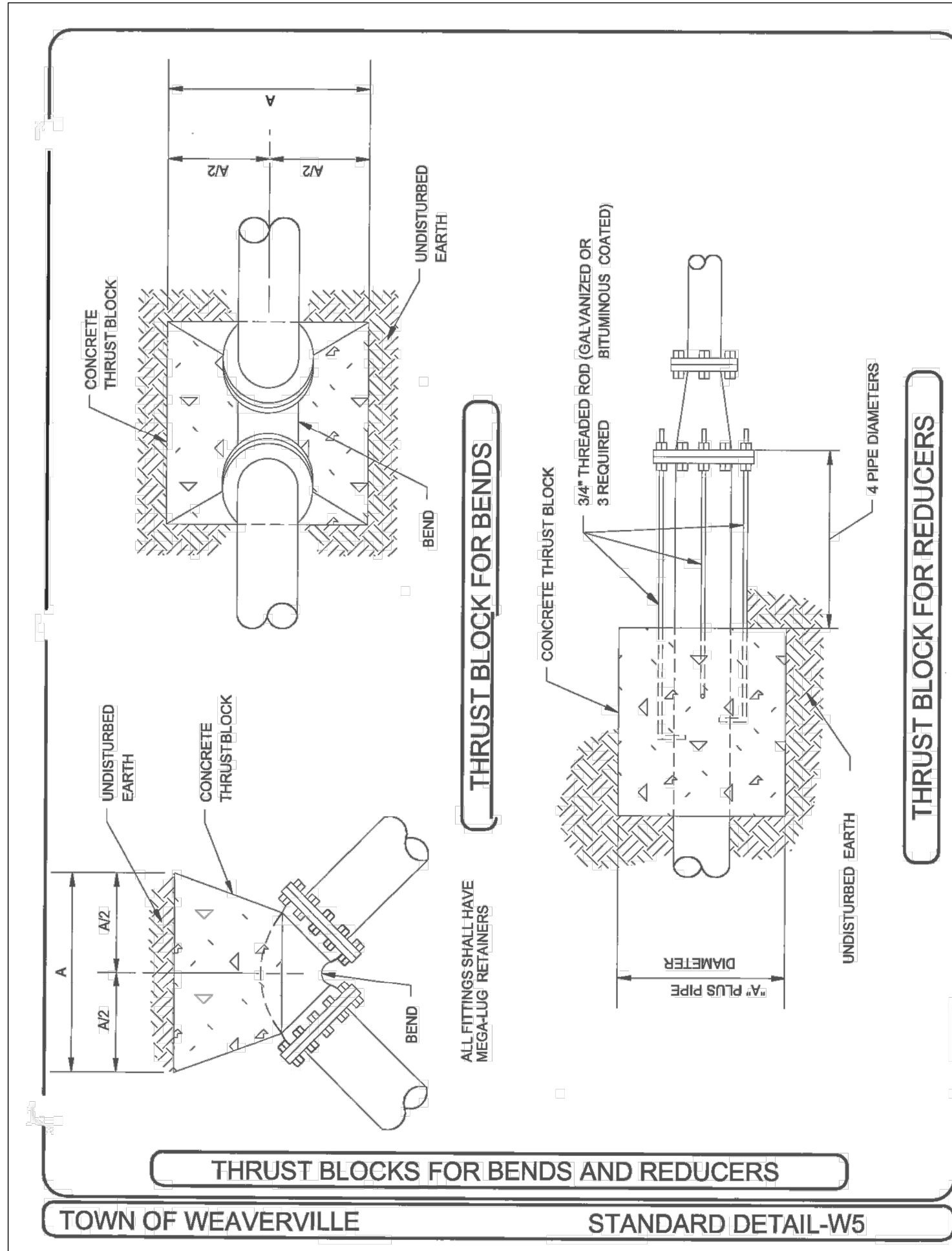
CONTACT: TODD BLEVINS
ADDRESS: 2707 ASHEVILLE ROAD
WAYNESVILLE NC 28786
EMAIL: TODD@PEAKENERGYONLINE.COM
PHONE: 828-488-3838

ENGINEER: BROOKS ENGINEERING
CONTACT: MARK BROOKS, PE
ADDRESS: 15 ARLINGTON STREET
ASHEVILLE NC 28801
EMAIL: MBROOKS@BROOKSEA.COM
PHONE: 828-232-4700

Project No: 564222	Project Name: CLARKS CHAPEL ROAD SUBDIVISION	Project Location: NORTH CAROLINA	Date 05-11-2022
			REVISIONS/SUBMISSIONS 1 PERMIT SUBMITTALS
Drawing Title: C-6.1	Drawing Description: SINGLE FAMILY RESIDENTIAL	Project Location: BUNCOMBE COUNTY	 BROOKS ENGINEERING ASSOCIATES NORTH CAROLINA CERT. # C-325
			PRELIMINARY - NOT FOR CONSTRUCTION
Designed: LBC Drawn: LBC Checked: MCB	Reviewed: MCB Scale: AS NOTED Date: 05-11-2022	15 Arlington Street Asheville, N.C. 28801 Phone: 1-828-232-4700 Fax: 1-828-232-1331 www.brooksea.com	File Location: L:\2022 Projects\564222 Haywood_Oil_Clarks_Chapel_Rd_Subdivision\DWG\Civil-Base-564222.rwg



Project No: 564222	CLARKS CHAPEL ROAD SUBDIVISION	Design: LBC Drawn: LBC Checked: MCB	Reviewed: MCB Scale: AS NOTED	Date: 05-11-2022
C-6.2	SINGLE FAMILY RESIDENTIAL	Designed by: LBC Drawn by: LBC Checked by: MCB	Reviewed by: MCB Scale: AS NOTED	Date: 05-11-2022
Drawing Title: WATER DETAILS 1	BUNCOMBE COUNTY	<p>BROOKS ENGINEERING ASSOCIATES</p> <p>Planning • Engineering • Surveying • Environmental Services •</p> <p>15 Arlington Street Asheville, N.C. 28801 Phone: 1-828-232-4700 Fax: 1-828-232-1331 www.brookssea.com</p>		
<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>		<p>REVISIONS/SUBMISSIONS</p> <p>No. 1 PERMIT SUBMITTALS</p>		

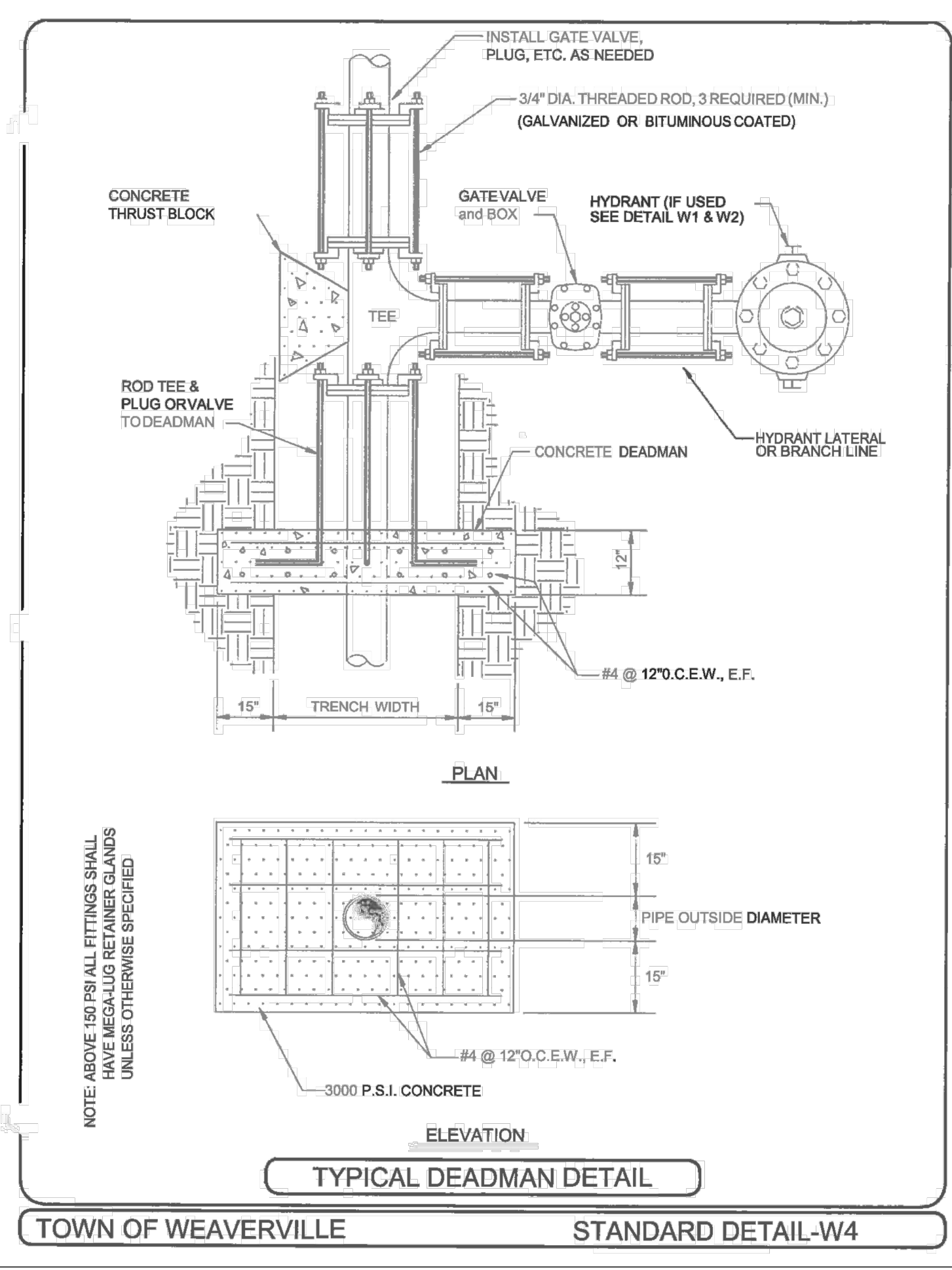


THRUST BLOCK DIMENSION "A"

SIZE	TYPE						
	11-1/4" BEND	22-1/2" BEND	45" BEND	90" BEND	TEE	PLUG	
2-6	12	12	12	16	16	14	
8	12	12	12	16	16	18	
10	12	14	20	22	28	22	
12	12	14	20	22	28	22	
14	14	16	24	26	32	28	
16	16	18	22	24	32	32	
18	18	20	22	24	32	36	
20	20	24	26	28	36	40	
24	24	28	30	32	40	44	
28	28	32	34	36	44	48	
30	30	34	36	38	48	52	
36	36	40	42	44	52	56	
42	42	46	48	50	56	60	
48	48	52	54	56	60	64	
							104

NOTE: CARE SHALL BE TAKEN WHEN PLACING THRUST BLOCKS TO KEEP THE FITTING JOINTS FREE OF CONCRETE. A LAYER OF POLYETHYLENE PLASTIC SHALL BE PLACED BETWEEN THE FITTING AND THE CONCRETE.

TOWN OF WEAVERVILLE STANDARD DETAIL-W7



Project No: 564222	CLARKS CHAPEL ROAD SUBDIVISION	REVISIONS/SUBMISSIONS	Date
Drawing Title: C-6.3 WATER DETAILS 2	SINGLE FAMILY RESIDENTIAL	1 PERMIT SUBMITTALS	05-11-2022
	BUNCOMBE COUNTY		
	NORTH CAROLINA		
Planning • Engineering • Surveying • Environmental Services •		PRELIMINARY - NOT FOR CONSTRUCTION	
	15 Arlington Street Asheville, N.C. 28801 Phone: 1-828-232-4700 Fax: 1-828-232-1331 www.brookssea.com		

File Location: L:\2022 Projects\564222 Haywood Oil Clans Chapel Rd Subdivision\Drawn\Detail-644222.dwg

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 27, 2022
SUBJECT: Resolution on Water System Recommendations
PRESENTER: Mayor Fitzsimmons
ATTACHMENTS: Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

Mayor Fitzsimmons will be at tonight's meeting to lead Town Council's discussion and possible action on the recommendations that he has made concerning the Town's water system. This will be in follow-up to Town Council's special-called meeting held on June 20, 2022, at which time public input was received.

In summary, the attached proposed resolution provides for action to:

1. Implement the water supply system resiliency improvements as soon as possible;
2. Develop a more conservation-minded water rate structure;
3. Apply for federal/state grant funds in conjunction with the Town of Marshall in order to aid in the expansion of the Town's Water Treatment Plant and a more regional approach to public water;
4. Retrofit the water line connection to Mars Hill in order to provide Weaverville with emergency water and negotiate an emergency water supply for both towns;
5. Connect the Town's water system to the Woodfin Water District and negotiate a supplemental and emergency water supply from Woodfin;
6. Reconfigure the Town's water system connection with the Asheville water system and negotiate a supplemental and emergency water supply from Asheville; and
7. Proceed with the Water Treatment Plant Expansion Project with the timing to be determined in the near future.

ACTION REQUESTED:

Discussion and action as Town Council deems appropriate.

**TOWN OF WEAVERVILLE
RESOLUTION CONCERNING THE TOWN'S WATER SYSTEM**

WHEREAS, the Town owns and operates a water system that includes a water treatment plant that was completed in 1997, which has a permitted design capacity which allows the withdrawal of up to 1.5 million gallons of raw water per day from the Ivy River;

WHEREAS, the plant is in need of some improvements/repairs in order to address water supply resiliency, redundancy, and safety concerns (“water supply resiliency improvements”), including the following; a new generator at the Water Treatment Plant, a new generator at the raw water intake, back wash pumps, a new high service pump station, a new clearwell, and conversion from chlorine gas to sodium hypochlorite, and to address other maintenance issues resulting from its aging infrastructure;

WHEREAS, preliminary engineering reports secured by the Town indicate that there will likely be a need to expand the water production capacity in the Town’s Water Treatment Plant in the next ten years in order to accommodate expected growth in the area;

WHEREAS, the Water Treatment Plant was designed and built to be expanded and a state permit has been issued allowing up to a total of 4.0 million gallons of water to be withdrawn from the Ivy River on a daily basis;

WHEREAS, the Ivy River is a regional natural resource and there are relationships with neighboring jurisdictions and water systems that should be strengthened and formalized for a broader regional approach to the public supply of water in and around the Town of Weaverville; and

WHEREAS, Town Council wishes to state its positions on certain matters related to water and outline certain steps that it would like to take concerning its water system;

Now, therefore, **BE IT RESOLVED** by the Weaverville Town Council as follows:

1. **Town Council believes that the water supply resiliency improvements are vital to the continued operations of the Water Treatment Plant.** Town Staff is directed to proceed with the water supply resiliency improvements by determining cost estimates, attempting to secure grant and/or loan financing for the improvements (grant application pending), developing a financing plan, and to proceed with all necessary engineering, permitting, and bidding, and all other tasks necessary to have these needed improvements under contract as soon as practicable.
2. **Town Council agrees that the Town should develop a water pricing system that encourages water conservation.** Town Staff is directed to include consideration of rate structures or methods that encourage water conservation in the water rate study that is to be conducted during FY2022-2023 with recommendations and implementation not later than FY2023-2024.
3. **Town Council agrees that there is a benefit to working with the Town of Marshall in an application for federal/state grant funds that could be used for the expansion of the Town’s Water Treatment Plant that will provide for more public**

water capacity in the region. Town Staff is directed to work with the Town of Marshall on a joint application for the Fall 2022 federal and/or state grant funding cycle to seek funding for the water treatment plant expansion which will provide for a regionalized approach to public water availability, and to engage WithersRavenel, the Town's consulting engineers, to assist with this process.

4. **Town Council agrees that gaining access to Mars Hill water for emergency purposes provides the Town with an emergency contingency plan.** Town staff is directed to implement the needed improvements to allow the Mars Hill/Weaverville water line to be reversible in order to flow water from Mars Hill to Weaverville in the event of an emergency, and to begin staff-level negotiations for a new intergovernmental agreement with Mars Hill regarding the purchase of emergency water.
5. **Town Council agrees that interconnecting the Town's water system with the Woodfin Water District system provides the Town with an emergency contingency plan and a potential for supplemental water.** Town staff is directed to determine what improvements are needed to provide a water connection with the Woodfin Water District in order to gain access to emergency and/or supplemental water, and to begin staff-level negotiations for an agreement regarding the purchase of water.
6. **Town Council agrees that the interconnection with Asheville's water system could provide the Town with emergency and supplemental water that could ease future capacity constraints.** Town staff is directed to determine what is needed to provide a meaningful water connection with the City of Asheville in order to gain access to emergency and/or supplemental water, and to begin staff-level negotiations for a new intergovernmental agreement with Asheville regarding the purchase of water.
7. **Town Council agrees that its Ivy River Water Treatment Plant should be expanded to 3.0 million gallons of raw water withdrawal per day with the timing to be determined in the near future.** Town staff is directed to re-engage the consulting engineers, WithersRavenel, to determine a more appropriate project timeline, and possible project phasing, that accounts for grant cycle decisions.
8. Town staff is directed to provide regular updates to Town Council on these matters.
THIS the ____ day of June, 2022.

TOWN OF WEAVERVILLE

Patrick Fitzsimmons, Mayor

ATTESTED BY:

James Eller, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, June 27, 2022
Subject: Proposed Sale of Northeast Corner of Weaver Blvd & Clinton St
Presenter: Town Manager
Attachments: Letter of Intent
Property Record Card

Description:

The Town Manager has been approached by Track West Partners to propose the purchase of Town property located at the northeast corner of Weaver Boulevard and Clinton Street for the amount of \$275,000 (per letter of intent attached). As shown on the attached property record card, this land was valued at \$730,100 as of the most recent appraisal in February 2021. This property is 0.93 acres and is located in a R-1 zoning district. The purchaser has suggested that they will be requesting that the property be rezoned for commercial use should they purchase it.

As Town Council is aware, there are legal procedures that the Town must observe when disposing of real property. Since a potential buyer for this property is known, the Town can opt to negotiate an offer with the interested party, advertise the offer, and allow for a 10-day upset bid period. This process is allowed by NCGS §160A-269 and continues until a 10-day upset period elapses without a new bid.

Should Town Council wish to sell this property, the Town Manager recommends authorizing negotiations with Track West at a significantly higher price.

Council Action Requested:

The Town Manager recommends Town Council discussion and direction to staff.



Track West Partners
445 Bishop St NW
Atlanta, GA 30318
(555) 222-3333

brandon@trackwestpartners.com
trackwestpartners.com

Town Manager Selena Coffey
City of Weaverville, NC

Re: Northeast Corner of Weaver Blvd & Clinton St

Dear Town Manager Coffey,

This Letter of Intent (the "Letter of Intent") will outline the terms and conditions under which Track West Partners, a Georgia limited liability company and its permitted successors or assigns (the "Purchaser"), is interested in negotiating a definitive Purchase and Sale Agreement (the "Contract") to purchase from TOWN OF WEAVERVILLE (the "Seller") the fee simple title to approximately +/- 0.96 acres of land as depicted on Exhibit "A" attached hereto (the "Property").

I. Non-Binding Provisions

The provisions set forth in this Section I are general terms proposed by the parties for the transaction described in the paragraph above (the "Proposed Transaction"). These Section I provisions have no legally binding effect and are intended only as a basis for the parties' negotiation of Contract. Unless and until a Contract is prepared and executed by all parties thereto, no party has any obligation or liability as to the Proposed Transaction. The terms below have been discussed without the benefit of the parties' due diligence investigations.

Seller:	TOWN OF WEAVERVILLE
Purchaser:	Track West Partners, LLC, a Georgia limited liability company, and its permitted successors or assigns.
Acreage:	+/- 0.96 AC
Property:	Northeast Corner of Weaver Blvd & Clinton St
Purchase Price:	\$275,000



Inspection Period: One Hundred and Twenty (120) days following the final execution of the Contract. In the event purchaser is dissatisfied for any reason whatsoever with its studies, Purchaser may give written notice of cancellation to Escrow Agent on or before One Hundred and Twenty (120) days following full execution of the Contract (the "Inspection Period") in which case the Earnest Money shall be immediately returned to Purchaser and no party shall have any further obligation under the Contract. In connection with Purchaser's investigations, Seller shall deliver or otherwise make reasonably available to Purchaser copies of all documents in Seller's possession relating to the Property within three (3) days of execution of the Contract, including, but not limited to, copies of all correspondence with any governmental authorities, all zoning and re-zoning applications and materials, soils report and hazardous materials report, most recent ALTA survey in Seller's possession, operating statements, service contracts, and any architectural and engineering work done for the property.

Inspection Period Extension: Purchaser shall have Two (2) rights to extend the Inspection Period for an additional thirty (30) days by delivering written notice. For each IP Extension Purchaser shall deposit Five Thousand and No/Dollars (\$5,000) with Escrow Agent withing three (3) days after the additional Earnest Money shall be treated as described in the Earnest Money Paragraph.

Permits and Zoning: Purchaser shall submit for all necessary permits and zoning approvals necessary for the proposed development within the Inspection Period. Closing shall be contingent upon receiving all necessary permits and approvals for development of the proposed development.

Earnest Money: Five Thousand dollars (\$5,000.00) to be deposited within five (5) business days of Contract execution. Purchaser's preferred Escrow Agent is First American National Commercial Services, 3455 Peachtree Road NW, Suite 675, Atlanta, GA 30326.

Closing Purchaser anticipates the closing will occur within thirty (30) days following expiration of the later of the Inspection Period, Permits and Zoning.

Purchase and Sale Agreement: Upon mutual acceptance and execution of this Letter of Intent, Purchaser shall produce a copy of the Purchase and Sale Agreement (the Contract) within five (5) business days.

Brokers: NOT APPLICABLE; Neither part is represented during this transaction.

Non-Binding: Any offer is legally non-binding on either party until the full execution of the Contract by the parties.

Confidentiality: Except as required by law, the terms of this letter and the proposed transaction will be kept confidential by both parties; provided, however, that each party may disclose such terms to its employees, officers, shareholders, lenders, financial advisors, consultants, partners, affiliates, and attorneys who need to know such terms for purposes of evaluating the proposed transaction.

Exclusive Negotiations: Upon signing this letter, Seller and its affiliates agree to negotiate exclusively with Purchaser and to refrain from negotiations with other prospective purchasers for thirty (30) days from the execution of this letter.

If this letter correctly reflects your understanding of the parties' mutual expressions of interest, please indicate by signing this letter below and returning an executed copy to my attention. If you have any questions, please do not hesitate to call me at 770-359-9636. I look forward to working with you on this proposed transaction.

Sincerely,

Brandon Kublanow
Track West Partners

Agreed and Accepted:

SELLER:

By:

Authorized Representative

Exhibit "A"





974320104100000

WEAVER BLVD

TOWN OF WEAVERVILLE
PO BOX 338, WEAVERVILLE, NC, 28787

Total Appraised Value

\$730,100

No Photo Available



KEY INFORMATION

Zoning	R-1	Neighborhood	WVLW
Land Use Code	GVMT/EXMT/VAC	Municipality	CWV
Fire District	-	Special District	-
Present Use	-		
Appraisal Area	-		
Exemption	EXM		
Legal Description	Deed Date: 09/27/2011 Deed: 4917-1323 Subdiv: Block: Lot: Section: Plat: 0000-0000		
Plat Reference	0-0		

ASSESSMENT DETAILS

Land Value	\$730,100
Building Value	\$0
Features	\$0
Total Appraised Value	\$730,100
Deferred Value	\$0
Exempt Value	\$0
Total Taxable Value	\$730,100

LAND INFORMATION

ZONING	LAND USE CODE	SIZE	NEIGHBORHOOD	ASSESSED VALUE	FLOODPLAIN
RESIDENTIAL	GVMT/EXMT/VAC	0.93 acres	WVLW	\$730,100	NO

BUILDING INFORMATION

**BUILDING(S)
TRANSFER HISTORY**

TRANSFER DATE	TRANSACTION PRICE	VALID SALE	BOOK / PAGE	DEED INSTRUMENT
2011-09-27	\$0	Not Qualified	4917-1323	WDT
2011-04-06	\$1,800,000	Not Qualified	4874-1931	WDT
2005-04-13	\$0	Not Qualified	3982-580	NWD
1998-01-08	\$0	Not Qualified	2002-557	WDT
1998-01-08	\$0	Not Qualified	2002-559	DOG

VALUE CHANGE HISTORY

DATE OF VALUE CHANGE	EFFECTIVE TAX YEAR	REASON FOR CHANGE	LAND VALUE	BUILDING VALUE	FEATURES VALUE	NEW VALUE
2017-01-27	2017	COMMERCIAL REAPPRAISAL NOTICE	\$660300	\$0	\$0	\$660,300
2021-02-01	2021	COMMERCIAL REAPPRAISAL NOTICE	\$730100	\$0	\$0	\$730,100

RECENT PERMIT ACTIVITY

PERMIT DATE	PERMIT TYPE	PERMIT STATUS
No items to display		

Data last updated: 04/14/2022

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 27, 2022
Subject: Letter of Engagement regarding Lake Louise Pedestrian & Bicycle Loop
Presenter: Town Manager Selena Coffey
Attachments: Letter of Engagement from Traffic Planning Design, Inc.

Description:

At its April 25, 2022 regular meeting, Town Council discussed the potential for redesigning Lakeshore Drive and/or Lake Louise Drive to make a one-way traffic pattern. Town Council asked Town Manager Coffey to speak with representatives from Traffic Planning Design, Inc. (the firm currently developing the Town's bike-ped plan) to determine if they would conduct a study on the matter.

Town Manager Coffey met with representatives from Traffic Planning Design, Inc. regarding the requested study and the company has provided the attached letter of engagement for Council's review and consideration.

Action Requested:

The Town Manager recommends that Town Council review the proposed letter of engagement and give direction to staff as to how it wishes to move forward.



WWW.TRAFFICPD.COM

Professional Services Agreement – Letter of Engagement

Date: May 20, 2022 Client: Town of Weaverville

Client Address: 30 S Main St
Weaverville, NC 28787

Client Contact: Selena Coffey, ICMA-CM

Project Name: Lake Louise Pedestrian and Bicycle Loop

Municipality/County/State: Weaverville/Buncombe County/NC

TPD Project Manager: Christina Staudt, PE

TPD Project No.: TOWV.00001

Traffic Planning and Design, Inc. (TPD) is pleased to submit this Letter of Engagement regarding the above-referenced project. This Agreement will be between TPD and the Town of Weaverville (“Client”), c/o Selena Coffey, Town Manager.

Understanding

It is TPD’s understanding that the citizens of Weaverville have expressed concerns about safety on the roadways surrounding Lake Louise. In addition, during the bicycle and pedestrian study that is underway, it was noted that improvements to the Lake Louise trail (e.g., widening, separation from traffic and accessibility improvements) could potentially be made feasible if the roadway was converted to one-way traffic and that further evaluations are needed. This scope of work would provide data collection, site observations and recommendations on potential solutions for further evaluation.

Scope of Work

Upon Client’s authorization, TPD will perform the following tasks:

Task I: Data Collection (Estimated \$2,500)

To understand base conditions, TPD will collect the following:

1. Collect vehicle and bicycle volumes and speeds (tube counts) at three (3) locations along Lakeshore Drive or Lake Louise Drive. These will be collected for an entire week to capture weekend and weekday 24-hour traffic information.
2. Obtain field measurements and digital photos as necessary for the evaluation of the

intersections to include sight distance for all approaches, roadway widths, pathway widths, roadway grades and other geometric features.

3. Weekday AM and PM Peak Hour and Saturday Midday Peak Hour engineering site observations.

Task II: Transportation Evaluation and Initial Solutions List (Estimated \$3,500)

1. As part of this evaluation, TPD will summarize site observations to verify and document safety concerns and traffic flow inefficiencies. In addition, TPD will evaluate opportunities and constraints that will inform a set of potential solutions such as traffic calming, slow street strategies and the feasibility of converting sections of Lakeshore Drive and Lake Louise Drive to one-way operations.
2. This assessment will also consider impacts of a one-way operation on land uses that are supported by the current system of streets, including private residents, Weaverville Public Works, emergency responders, the Community Center and Lake Louise parking lot access.

Task III: Final Alternatives Summary and Report of Findings (Estimated \$3,500)

1. TPD will identify several alternatives and recommendations for further evaluation. The alternatives will be summarized with high level pros and cons with respect to traffic operations and safety as well as future potential improvements to the existing path around Lake Louise on Lake Louise Drive/Lakeshore Drive. In addition, TPD will summarize the next steps required for each solution, such as additional planning needs for cost estimating and impact evaluations.
2. TPD will prepare a final memo describing the key steps of the study: Data Collection, Transportation Evaluation, and Summary of Alternatives/Recommendations.

Meetings

TPD will prepare for two meetings with Town staff to present findings from the evaluation and analysis.

Future Tasks

Although not included in this scope of work, TPD is available to further refine the project concepts in more a more graphically illustrative form, and to facilitate a community engagement event to present project concepts.

Fee for Services

TPD will complete these tasks on an hourly basis with a cost not to exceed **\$9,500.00**

TPD will not proceed with services beyond this fee unless first obtaining additional authorization from Client.

{Continue to next Page for TPD Standard Terms and Conditions}

Terms and Conditions

1. *Payment Terms*

- a. *Invoices:* TPD shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 calendar days of receipt. If Client fails to make full payment on any undisputed amount due to TPD within 30 calendar days after receipt of TPD's invoice, then (1) the amounts due to TPD will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less), and (2) in addition TPD may, after giving seven (7) calendar days written notice to Client, suspend services under this Agreement until TPD has been paid in full all amounts due. TPD shall not be obligated to resume services under the Agreement until Client has paid all sums previously due and owed by Client. Client waives any and all claims against TPD for any such suspension.
- b. *Payment:* As compensation for TPD providing or furnishing services, Client shall pay TPD as set forth in TPD's Professional Services Agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise TPD in writing of the specific basis for doing so, and may withhold only that portion so disputed, and must pay the undisputed portion. Client agrees to reimburse TPD for all costs and expenses incurred in connection with the collection of invoices due here under, including reasonable attorney's fees.

2. *Instruments of Service*

- a. Drawings, specifications and other documents prepared by TPD and TPD's consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. TPD and TPD's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights whether or not the project is completed.
- b. TPD grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client may make and retain copies of documents for information and reference in connection with use on the project by Client. The non-exclusive license does not come into existence until payment is made and any license that has come into existence is automatically terminated upon TPD's suspension of services under Paragraph 1 a. for Client's failure to make any payment due under this Agreement.
- c. Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions of the specific project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by TPD, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TPD or to TPD's Consultants. Client shall defend, indemnify and hold harmless TPD and TPD's Consultants from all claims, damages, losses, economic damages and expenses, including attorneys' fees arising out of or resulting from such reuse or modification.

3. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by TPD under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TPD makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished, or in any report, opinion, document, by TPD.

4. *Limitation of Liability*

- a. To the fullest extent permitted by law, the total liability in the aggregate, of TPD and TPD's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to TPD's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, any negligence, errors, omissions, strict liability, breach of this Agreement, misrepresentation, or breach of warranty of TPD or TPD's officers, directors, employees, agents or independent professional associates, or any of them,

shall not exceed the total compensation received by TPD under this Agreement or \$50,000 whichever is greater.

- b. Client and TPD waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Project or Agreement.
- c. TPD may rely upon the accuracy and completeness of, and shall not be responsible for, any acts or omissions in any data, design elements and information supplied by Client, or by any contractor, subcontractor, supplier, agent or employee or any other person acting on behalf of Client.

5. Termination

- a. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 calendar days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By TPD:
 - i. Upon seven (7) calendar days written notice if Client demands that TPD furnish or perform services contrary to TPD's responsibilities as a licensed professional; or
 - ii. Upon seven (7) calendar days written notice if TPD's services are delayed for more than 60 calendar days for reasons beyond TPD's control.
 - iii. Upon seven (7) calendar days' written notice if Client fails to pay TPD for its services in accordance with contract terms.
 - c. TPD shall have no liability to Client on account of a termination for cause by TPD.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.A.1.a if the party receiving such notice begins, within seven (7) calendar days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of receipt of notice.
 - 2. For convenience, by Client, effective five (5) calendar days after TPD's receipt of written notice from Client.
- b. In the event of any termination under Paragraph 5, TPD will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the services, and TPD's consultants' charges, if any.

6. Successors and Beneficiaries

- a. TPD and Client each is hereby bound and the successors, executors, administrators, and legal representatives of TPD and Client are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- b. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TPD to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client named in TPD's Professional Services Agreement and TPD and not for the benefit of any other party.

7. Dispute Resolution

Disputes shall be initiated by written notice. Prior to the initiation of any legal proceedings, Client and TPD agree to negotiate a resolution to each dispute between them in good faith during the 30 calendar days after receiving written notice of the dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. A written request for mediation may be made by either party. The receiving party shall respond within ten (10) business days, and the initial mediation session shall be held within thirty (30) business days of the request. The parties shall share equally the costs and expenses of the mediation, except that each party shall bear the cost of its own legal representation. If mediation is unsuccessful, then the parties may exercise their rights at law. Either party may proceed in accordance with applicable law to

meet filing deadlines, but any litigation shall be stayed for a reasonable period to negotiate and mediate the dispute as set forth in this paragraph.

8. *General Conditions*

- a. TPD shall complete its services in accordance with the schedule identified in the Professional Services Agreement or if no time period is specified, within a reasonable period of time.
- b. If, through no fault of TPD, such periods of time or dates are changed, or the orderly and continuous progress of TPD's services is impaired, or TPD's services are delayed or suspended, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.
- c. TPD shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall TPD have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. TPD shall not be responsible for the acts or omissions of any Contractor. TPD neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- d. TPD's opinions (if any) of probable construction cost are to be made on the basis of TPD's experience, qualifications, and general familiarity with the construction industry. However, because TPD has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TPD cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by TPD. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
- e. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- f. This Agreement is to be governed by the law of the state in which the project is located.

9. *Total Agreement*

- a. This Agreement (together with any expressly incorporated attachments), constitutes the entire agreement between TPD and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.
- b. This Agreement may be executed by way of original, facsimile, PDF or electronic signature and transmitted electronically. The Agreement may be executed in counterpart, each of which shall be deemed an original, but all counterparts together shall constitute one and the same Agreement.

{Continue to next page for Authorization Page}

AUTHORIZATION PAGE

Use of Agreement

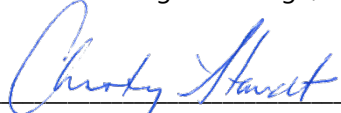
Client agrees that the Scope of Services and related provisions in this Agreement represent a valuable and unique work product developed by TPD specifically for this project. As such, it may not be used or disclosed by Client for any purpose without TPD's express consent in writing unless required to be released as part of a Right to Know Request. This specifically precludes Client from utilizing the enclosed Scope of Services for the purpose of soliciting competitive bids from other companies, unless TPD has been compensated for our services in developing the Scope of Services and related provisions.

Client Acceptance

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this Agreement. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the Agreement, and waives its right to re-evaluate and resubmit the Agreement. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization to our office.

This Agreement prepared by:

Traffic Planning and Design, Inc. (TPD)



Christy Staudt, Regional Manager

cstaudt@trafficpd.com

Client Authorization (TOWV.00001)

Client authorizes TPD to proceed with the services as described within this Agreement:

Signature: _____ Date: _____

Name (Please Print): Selena Coffey

Title: Town Manager Firm: Town of Weaverville

E-mail: scoffey@weavervillenc.org Phone Number: (828) 645-7116

Please retain one copy for your file and forward an executed copy to TPD via email or at the following address.

Traffic Planning and Design, Inc. (TPD)

80 Charlotte Street, Suite 40

Asheville, NC 28801

Phone 828.575.0133

www.trafficpd.com

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 27, 2022
Subject: Employee Suggestion Incentive Program Recommendations
Presenter: Town Manager Selena Coffey
Attachments: Employee Incentive Program Recommendations

Description:

Town Council has approved \$10,000 within the annual budget for the Employee Incentive Program. This Program was approved by Town Council to focus on the following criteria for employee suggestions:

- 1) *Save time, labor, space, material, supplies or money;*
- 2) *Improve services or safety conditions;*
- 3) *Improve methods, procedures, or equipment resulting in increase output and/or efficiency; or*
- 4) *Eliminate unnecessary procedures, records and/or forms.*

Attached please find two Employee Incentive Program recommendations to benefit four Public Works employees and one (1) Police Department employee who have successfully implemented improvements to Town operations and improving services to taxpayers. These employees have gone above and beyond and the Town Manager recommends funding totaling \$2,500 per the attached.

Council Action Requested:

The Town Manager recommends approval of the recommendations per attached.



**EMPLOYEE SUGGESTION INCENTIVE PROGRAM
TOWN OF WEAVERVILLE**

Name Derrick Burrell	Date 6/12/2022
Job Title Officer	Department Police Department
<p>Present Method:</p> <p>The prior parking violation did not feature the information to pay online. Even when instructed, citizens were struggling to find the links on our website, resulting in multiple calls and even non-payments.</p>	
<p>Proposed Method / Cost Savings/ Improvement:</p> <p>A redesign of the parking violation included multiple payment options, the simplest being a QR code that takes a person straight to the payment screen. Officer Burrell suggested the QR code and has saved immeasurable time for administrators answering calls and walk-ins, improved the service to citizens, and increased the likelihood that the citation will be promptly paid.</p> <p>In researching, we have determined that the Town received \$2,650 in paid parking tickets issued between July 2021-March 2022. The money paid in April and May, 2022 was \$1,030. It is quite remarkable that we collected 50% in two months using the new QR code citations over the previous 9 months. Also, since we started issuing citations with the QR codes, 50% of our undisputed tickets have been paid by credit card, versus cash or check. It seems to support the theory that electronic payment options are preferred and easier.</p> <p style="text-align: right;">Submitted by: Assistant Police Chief Oberlin</p>	

TOWN MANAGER REVIEW		<input checked="" type="checkbox"/> Award Recommended	<input type="checkbox"/> Award Not Recommended
Amount (n/a if not recommended)	\$ 500.00		
Comments:	I commend Officer Burrell for thinking outside the box and utilizing today's technology to find a way to better serve those who must pay a parking citation.		
Town Manager Signature	<i>Selena Coffey</i>	Date	6/12/2022

TOWN COUNCIL REVIEW		<input type="checkbox"/> Award Approved	<input type="checkbox"/> Award Not Approved
Amount (n/a if not approved)	\$		
Mayor Signature		Date	

PARKING VIOLATION NOTICE

MAIL OR DELIVER PAYMENTS TO:
WEAVERVILLE TOWN HALL
30 S. MAIN STREET
WEAVERVILLE, NC 28787

PAY ONLINE AT: www.weavervilenc.org



Revised

VEHICLE MAKE _____ PLATE NUMBER _____ STATE _____

LOCATION _____

DATE _____ TIME _____ A.M. P.M.

THE DRIVER OF THE ABOVE VEHICLE IS IN VIOLATION OF TOWN ORDINANCE FOR THE REASON INDICATED BELOW:

- HANDICAPPED ZONE, \$100
- FIRE LANE, \$100
- TOO CLOSE TO FIRE HYDRANT, \$100
- OBSTRUCTING TRAFFIC LANE, \$100
- WITHIN 25ft. OF INTERSECTION, \$50
- IN OR WITHIN 10ft. OF CROSSWALK, \$50
- WITHIN 25ft. OF TRAFFIC SIGN/SIGNAL, \$50
- OTHER \$30
- BLOCKING PRIVATE DRIVEWAY, \$50
- DOUBLE PARKED, \$50
- TRUCK TRAFFIC IN RESTRICTED AREA, \$50
- EXCEEDING TIME LIMIT, \$30
- RESTRICTED ZONE, \$30
- PARKED ACROSS LINES, \$30
- EXCEEDING 12hr. FROM CURB OR STREET EDGE, \$30

\$ _____ IS THE TOTAL AMOUNT OF THE FINE FOR THE VIOLATION(S) INDICATED.

IF PAYMENT IS RECEIVED WITHIN 10 DAYS, NO FURTHER ACTION WILL BE TAKEN. LATE PAYMENTS WILL BE DOUBLED.

OFFICER _____

8126

BADGE NO. _____

PARKING VIOLATION NOTICE

WEAVERVILLE TOWN HALL/POLICE DEPT.
30 S. MAIN STREET
WEAVERVILLE, NC 28787
828-645-7116

7001

VEHICLE MAKE _____ PLATE NUMBER _____ STATE _____

LOCATION _____

DATE _____ TIME _____ A.M. P.M.

THE DRIVER OF THE ABOVE VEHICLE IS IN VIOLATION OF THE FOLLOWING:
 ORDINANCE STATUTE
FOR THE REASON INDICATED BELOW:

- HANDICAPPED ZONE, \$100
- FIRE LANE, \$100
- TOO CLOSE TO FIRE HYDRANT, \$100
- OBSTRUCTING TRAFFIC LANE, \$100
- WITHIN 25ft. OF INTERSECTION, \$50
- IN OR WITHIN 10ft. OF CROSSWALK, \$50
- WITHIN 25ft. OF TRAFFIC SIGN/SIGNAL, \$50
- OTHER \$30
- BLOCKING PRIVATE DRIVEWAY, \$50
- DOUBLE PARKED, \$50
- TRUCK TRAFFIC IN RESTRICTED AREA, \$50
- EXCEEDING TIME LIMIT, \$30
- RESTRICTED ZONE, \$30
- PARKED ACROSS LINES, \$30
- EXCEEDING 12hr. FROM CURB OR STREET EDGE, \$30

\$ _____ IS THE TOTAL AMOUNT OF THE FINE FOR THE VIOLATION(S) INDICATED.

IF THIS AMOUNT IS MAILED OR DELIVERED TO WEAVERVILLE TOWN HALL WITHIN 10 DAYS, NO FURTHER ACTION WILL BE TAKEN. LATE PAYMENTS WILL BE DOUBLED.

OFFICER _____

BADGE NO. _____



**EMPLOYEE SUGGESTION INCENTIVE PROGRAM
TOWN OF WEAVERVILLE**

Name Eric Cutshall, David Fisher, Scottie Proffitt, Tim Kemp	Date June 15, 2022
Job Title Public Works Superintendent, Grounds Maintenance Crew Leader, Streets Crew Leader, Senior Maintenance Worker	Department Public Works
Present Method: <p>The restrooms at Lake Louise have deteriorated over the years due to heavy use each spring, summer and fall. Simple maintenance of the inside of the women’s and men’s restrooms has always been done, but nothing major has been attempted since the original construction in the early 1990’s (see attached “BEFORE” pictures). During the initial phase of the design for the new Community Center, we discussed the condition of the restrooms and building with the architects and asked them to develop a conceptual plan for a new restroom building that would be ADA compliant as well as compatible with the community center’s exterior colors, roofing, and wood features. The architects prepared a preliminary plan, showing restrooms for family, women, and men, along with a mechanical room and small patio area, with everything matching the look and feel of the community center building. When asked, they also provided an estimate of the cost for the new restroom building at \$350,000. Upon hearing this estimated cost, we immediately stopped any further activity on the restroom building until the community center was completed. During the design and construction of the community center, from 2019 through 2021, we continued to maintain the restroom building and had a number of staff conversations about how we could renovate and rehabilitate the existing building while saving a considerable amount of town funds.</p>	
Proposed Method / Cost Savings/ Improvement: <p>Upon completion of the community center, we revisited the restroom conversation while continuing to pay for upkeep of the 2 portable toilets (\$366/month) beside the restrooms. Eric Cutshall gathered his crew to discuss how we could renovate the existing building in a multitude of ways to create a family-friendly, safe, handicap-accessible, and visually pleasing facility. Eric, along with David Fisher, Scottie Proffitt, and Tim Kemp, arrived at a number of ideas to rehabilitate the building, including the following (see attached “AFTER” pictures):</p> <ul style="list-style-type: none"> • removal of all interior partitions and duplicate fixtures to create a single toilet and sink on each restroom side, thus removing any impediment for ADA accessibility and serving both a single visitor as well as a parent/child or family • adding a changing table to both sides, as well as dispensers for liquid soap, paper towels & sanitizer • new paint and tile repairs to brighten the interior • removal of the leaking and broken skylights, then reroofing with shingles to match the community center • replacement of the rusted entry doors on each restroom for easier access and opening/closing • addition of a covered patio on the building’s front to allow a parent or other adult to wait for a child • repainting of the exterior walls and trim of the building using paints that matched the community center • improving the storage area at the back of the building to provide room for maintenance equipment • added drainage piping to collect the water from roof downspouts and direct it away from the building • added new gravel for sidewalks from the walking trails and sidewalk to the building <p>The cost for the renovations totals approximately \$15,000 to date, paid from the Public Works budget. This does not include a heating system that will be done this fall using \$25,000 in proposed FY 22-23 budget. These staff members from Public Works deserve the town’s gratitude for saving at least \$310,000 by remodeling the restrooms in lieu of demolishing our old building and building a new one.</p> <p>Submitted by: Dale Pennell, Public Works Director</p>	

TOWN MANAGER REVIEW		<input type="checkbox"/> Award Recommended	<input type="checkbox"/> Award Not Recommended
Amount (n/a if not recommended)	\$ 500 per employee		
Comments: I commend these folks for the initiative that they have taken regularly in the performance of their jobs, and more specifically with their vision and approach in this project in order to save taxpayer funds.			
Town Manager Signature	<i>Selena N. Coffey</i>		Date 6/16/2022

TOWN COUNCIL REVIEW		<input type="checkbox"/> Award Approved	<input type="checkbox"/> Award Not Approved
Amount (n/a if not approved)	\$		
Mayor Signature		Date	



BEFORE



AFTER



**EMPLOYEE SUGGESTION INCENTIVE PROGRAM
TOWN OF WEAVERVILLE**

BEFORE



AFTER

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 27, 2022
SUBJECT: MS4 Stormwater Program Update
PRESENTER: Town Attorney
ATTACHMENTS: Draft Intergovernmental Agreement with the County

DESCRIPTION/SUMMARY OF REQUEST:

The Town Attorney will update Town Council on the review process of the Town’s draft Stormwater Management Plan that is currently pending at North Carolina’s Department of Environmental Quality (DEQ). The draft Stormwater Management Plan is very lengthy and is, therefore, not included with this agenda item, but it is available upon request.

Two critical components of the Stormwater Management Plan that the Town is required to have in place are related to construction site runoff controls and post-construction site runoff controls. The County has provided these services for decades on a permit-fee basis. The agreement that has been found concerning these services is out of date and incomplete and DEQ is requiring that a new agreement be put in place. Over the last few months, the Town Attorney has been working with the County’s Legal Department to arrive at an appropriate agreement covering these services.

Town Council is asked to review and approve the Draft Intergovernmental Agreement with Buncombe County that is attached. This is a 5-year agreement that does contain a 180-day termination clause that either the Town or County can use to terminate early. It provides for the continuation of the County services related to construction site runoff and post-construction site runoff controls within the Town of Weaverville. The services will continue to be provided on a permit-fee basis, so there is no fee that will be charged to the Town for these services.

TOWN COUNCIL ACTION REQUESTED:

Town Council action is requested to approve the Intergovernmental Agreement so that it can then be sent to the Buncombe County Board of Commissioners for approval.

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN BUNCOMBE COUNTY AND THE
TOWN OF WEAVERVILLE**

This **INTERGOVERNMENTAL AGREEMENT REGARDING STORMWATER REGULATIONS (POST-CONSTRUCTION SITE RUNOFF CONTROL) AND SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS (CONSTRUCTION SITE RUNOFF CONTROL)** is made and entered into this ____ day of _____, 2022, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”), and the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”).

WHEREAS, cities and counties are authorized to enter into joint undertakings as authorized by NCGS §153A-445 and Ch. 160A, Art. 20, Part 1 Joint Exercise of Powers;

WHEREAS, management of stormwater is important to protect our water resources and public and private properties within the County and uniform and centralized enforcement efforts in the County and its municipalities will provide for consistent stormwater procedures throughout the County;

WHEREAS, on September 27, 2006, the County adopted an ordinance regulating stormwater, including specifically post-construction site runoff control regulations, and the same has, from time-to-time, been amended and is currently codified as Article VII of Chapter 26 of the Buncombe County Code of Ordinances and is commonly referred to as the “Stormwater Ordinance;”

WHEREAS, on May 21, 2007, the Weaverville Town Council voted to request that the County Stormwater Ordinance be applied and enforced by the County within the Town’s municipal boundaries in accordance with G.S. § 153A-122;

WHEREAS, Buncombe County has the expertise and ability to enforce a post-construction site runoff control program within the Town and the Town wishes for the County to continue to provide these stormwater services within the Town’s municipal jurisdiction;

WHEREAS, the County is a delegated authority by the State of North Carolina, and enforces the "[Sedimentation Pollution Control Act of 1973](#)" in all areas of the County, excluding the City of Asheville and where public monies are involved (i.e. DOT, Schools);

WHEREAS, on February 2, 1993, the County adopted an ordinance which implements the North Carolina Sedimentation Pollution Control Act of 1973, including soil erosion and sedimentation regulation related to construction site runoff, and the same has from time-to-time been amended and is currently codified as Article V of Chapter 26 of the Buncombe County Code of Ordinances and commonly referred to as the “Soil Erosion and Sedimentation Control Ordinance;”

WHEREAS, for decades the County has applied and enforced the County Soil Erosion and Sedimentation Control Ordinance within the Town’s municipal boundaries in accordance with G.S. § 153A-122;

WHEREAS, Buncombe County has the expertise and ability to enforce a construction site runoff control program within the Town and the Town wishes for the County to continue to provide these services within the Town's municipal jurisdiction;

WHEREAS, this Agreement establishes each party's commitment to stormwater protection, construction site runoff controls, and post-construction site runoff controls;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

REGULATIONS:

1. The Town of Weaverville restates its desire for the County's Stormwater Ordinance and Soil Erosion and Sedimentation Control Ordinance to be applicable to and enforced within the Town's municipal jurisdiction.
2. The Town of Weaverville acknowledges that it has not enacted any municipal stormwater regulations applicable to construction or post-construction activities.
3. The Town of Weaverville will take whatever actions that the parties deem necessary to formally adopt the County's Stormwater Ordinance and its post-construction site runoff control regulations.
4. The Town shall remain responsible for IDDE discharges within its jurisdiction and any inspection requirements as set out in its municipal separate storm sewer system (MS4) permit; provided, however, that all findings are to be shared with the County if related to stormwater permitting.
5. The Town will periodically review the County's regulations for compliance with all federal and state requirements applicable to construction and post-construction site runoff control for municipalities under an MS4 permit and will promptly notify the County of any action needed to comport with such requirements.
6. The County will promptly notify the Town when any of its stormwater regulations are amended.

ADMINISTRATION AND ENFORCEMENT:

1. The parties agree that Buncombe County will continue to enforce and administer the County's Stormwater and Soil Erosion and Sedimentation Control Ordinances within the municipal limits of the Town and to that end, the County will:
 - a. Review all applicable plans, reports, calculations, operation and maintenance agreements, engineer's certifications, and all permit application materials;
 - b. Collect of all permit fees related to the permitting process;
 - c. Issue stormwater permits;
 - d. Maintain all pertinent data related to the stormwater permits;
 - e. Include a link to the Town's stormwater web page on the County's website;

- f. Enforce the provisions of the Stormwater Ordinance and stormwater permits that have been issued, up to the fine-issuance level.
 - g. Make reasonable efforts to collect fines issued pursuant to the Ordinances. The County shall be entitled to keep and/or receive the portions of all fines collected that are not required by law to be remitted to the State or North Carolina or the school system
 - h. Investigate and take appropriate actions concerning complaints and violations;
 - i. Perform any administrative duties related to any of the foregoing.
 - j. Endeavor to enforce and administer the County's Stormwater and Soil Erosion and Sedimentation Control Ordinances within the municipal limits of the Town at the same level that it enforces said ordinances throughout the County, however, the County's resources are limited, and, in some cases, the County may not be able to administer and/or enforce said Ordinances to the full satisfaction of the Town. In the event that the Town believes that the County is not administering and/or enforcing said ordinances to the Town's satisfaction, it must promptly inform the County of the same in writing and the County must investigate and likewise promptly respond to the complaint in writing. The County's response should include a summary of the relevant facts, the actions taken to date, and what actions it plans to take in the future. If the County's administration and/or enforcement of said Ordinances in a specific case does not fully satisfy the Town, the Town may, at its own expense and without liability to the County, take over the enforcement and administration of that particular case. If the Town does take over the enforcement and administration of that particular case, the County agrees to share all information it has relevant to the matter. If the Town is not satisfied with the County's overall administration of the County's Stormwater and Soil Erosion and Sedimentation Control Ordinances within the municipal limits of the Town, the Town's sole remedy shall be the termination of this Agreement.
 - k. Manage appeals from the Ordinances and/or decisions related to the same, which shall be managed in the same way as appeals from properties in unincorporated Buncombe County.
 - l. Hear Variances from the Ordinances, which shall be heard in the same way as variances for properties in unincorporated Buncombe County.
2. The County is not obligated to:
- a. Administer or enforce any separate municipal stormwater regulations applicable to construction site runoff or post-construction site runoff that the Town may adopt.
 - b. Enforce more stringent requirements than those contained in its Ordinances.

3. The County's Stormwater Administrator shall be responsible for administration and enforcement of the stormwater regulations within the Town. The Stormwater Administrator and related staff shall have the authority to make decisions on the stormwater regulations within the Town's municipal limits.
4. The County's Erosion Control Officer shall be responsible for administration and enforcement of the sedimentation and erosion control regulations within the Town. The Erosion Control Officer and related staff shall have the authority to make decisions on the sedimentation and erosion control regulations within the Town's municipal limits.
5. In lieu of direct payment by the Town, the County shall retain all fees and fines collected to offset program costs. It is intended that the permit fees charged and retained by the County will cover the cost of administration and enforcement.
6. The County acknowledges that the Town must undergo annual self-audits and periodic NCDEQ field audits associated with its MS4 permit. The County agrees to cooperate in such process by providing all relevant information and data related to the post-construction site runoff control program for all audits and to provide representation at the NCDEQ field audits related to post-construction regulations and permitting; however, the County shall not be responsible for any penalties incurred by the Town whatsoever, including but not limited to any penalties imposed by the state of North Carolina, NCDEQ, the U.S. Government, and/or the EPA.
7. The County will be responsible for maintaining all data related to the stormwater permits issued within the Town's jurisdiction and any and all violations and enforcement activity related to the same (not including any enforcement actions by NCDEQ). Such data shall be made available to the Town upon request. The Town will be responsible for responding to a public record request directed towards the Town. The County will be responsible for providing the documents and/or data to the Town, who in turn will be responsible for distributing the information to the requestor.
8. The Town agrees to conduct Review Officer plat review through the County, to ensure plats subject to stormwater permit meet the requirements of the Stormwater Ordinance.

EFFECTIVE DATE: This Agreement shall become effective on July 1, 2022. This Agreement is in place of, supersedes, and replaces any existing Interlocal agreement or memorandum of understanding (MOU) on this subject, including specifically the MOU of July 2007.

TERM: The term of this Agreement shall be from July 1, 2022, to June 30, 2027.

AMENDMENTS: This Agreement may be amended only by approval of the Weaverville Town Council and the Buncombe County Board of Commissioners.

TERMINATION: Either party may terminate this MOU for any reason, or for no reason, upon 180 days' advance written notice to the other party. The Parties may also terminate this MOU at any time by mutual agreement.

MISCELLANEOUS:

1. **Notice.** 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 Town: Selena Coffey, Town Manager, Town of Weaverville, P.O. Box 338, Weaverville, NC 28787. To County: Avril Pinder, County Manager, 200 College Street, STE 300, Asheville, NC 28801. 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.
2. **Whole Agreement.** This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. 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.
3. **Severability/Survival.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. 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.
4. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
5. **Duplicate Counterparts.** 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.
6. **Authority.** The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
7. **Captions.** 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.
8. **Assignment.** 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 prior written consent of the other party.
9. **Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the Town and the County.

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: _____
Patrick Fitzsimmons, Mayor
Date:

COUNTY OF BUNCOMBE

By: _____
Brownie Newman, Chairman
Date:

DRAFT

Town of Weaverville
Town Council Agenda Item

Date of Meeting: June 27, 2022
Subject: Public Works & Water Maintenance Quarterly Report
Presenter: Dale Pennell, Public Works Director
Attachments: Quarterly Report (March 2022 - May 2022)

Description:

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

Action Requested: None.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET

MARCH 2022 - MAY 2022

WATER MAINTENANCE DIVISION:

		Mar-22	Apr-22	May-22	3 month average
Water Leaks Repaired		2	1	1	1
New Water Taps		4	10	7	7
Total Active Water Meters	3,104	3,128	3,140	3,161	3143
Water Quality Complaints		1	0	0	0
Meter Re-Read Service Calls		26	59	41	42
General Service Calls		111	133	105	116
Water Door Tags Delivered		28	31	31	30
Water Line Locate Utility Service Calls (811)		168	189	183	180
Water Meter Change Outs to Radio Read		1	0	0	0
Reservoir-Pump Station Site Checks		3	3	3	3
Water Line Construction Inspections:		Palisades (5%)	Palisades (5%)	Palisades (80%)	

STREET MAINTENANCE DIVISION:

	Mar-22	Apr-22	May-22	3 month average
Street/Sidewalk/Drainage /Sign Repairs Completed	0	1	7	3
Roads paved	na	na	na	

SANITATION DIVISION:

	Mar-22	Apr-22	May-22	3 month average
Residential Collection Points	2198	2201	2211	2203
Monthly Residential Collections (4/month)	8792	8804	8844	8813
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	9508	9520	9560	9529
Total Tons to Landfill	132.11	114.80	126.02	124.31
Average Pounds Per Collection Point (per week)	27.8	24.1	26.4	26.1
Cubic Yards - Yard Debris	72	58.5	63.0	64.5
Cubic Yards - Brush Chipped	209	148.5	192.5	183.3
Cubic Yards - Leaf Collection	56	28	14	33

GROUNDS MAINTENANCE DIVISION:

	Mar-22	Apr-22	May-22	3 month average
Special Projects/Repairs Completed	0	3	2	2

- MISC**
1. 36 totter garbage cans were sold during the quarter.
 2. In-house survey of condition of all town streets is underway in preparation for summer paving program.
 3. Renovations of Lake Louise restrooms are completed except for heating system to be added in the fall.
 4. 3 new gravel parking spaces added at Lake Louise and 22 new gravel parking spaces added at Recreation Complex.
 5. We have 5 seasonal worker positions in the PW budget and currently 4 of these vacant.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by:

Dale Pennell, Public Works Director

REVISED 06-15-2022

Water Line Status	Project with current commitment	Address	Description	Number of Units	Gallons per Connection	Projected Demand (GPD)
Construction	Greenwood Park (Dorf)	Governor Thomson Terrace	73 homes	73	400	29,200
Construction	Stoney Knob Mixed Use Development	3 Garrison Road	2 buildings w 4 units/bldg	8	625	5,000
Construction	Palisades at Reems Creek	Weaverville Highway	132 apartments + clubhouse	133	55100	55,100
Construction	16-18-20 Garrison	Garrison Branch Road	3 commercial buildings	1	14824	14,824
Construction	22,000 SF Retail at Northridge Com	49 Northridge Commons Pkwy	1 commercial building	1	1100	1,100
Construction	6,000 SF Retail at Northridge Com	49 Northridge Commons Pkwy	1 commercial building	1	600	600
Pending	Ollie Weaver Apartments	60 Ollie Weaver Road	18 apartments + clubhouse	202	200-400	55,600
Pending	Pleasant Grove Townhouses	9 Pleasant Grove Road	54 townhouses	54	400	22,000
			Subtotal Current Projects			183,424
on-going	Existing but not active meter sets		157 open meter sets	157	250	39,250
on-going	Projected inside-town vacant land development (rev 8/27/2020)			250	400	100,000
on-going	Projected Outside-town-limit residential units			38	400	15,200
			Subtotal On-going Projections			154,450
			Total Outstanding Commitments			337,874
SUMMARY OF PROJECTED WATER DEMANDS (GPD)						
Average metered and unmetered town usage per day	Average Unaccounted-for daily water	Outstanding Commitments	Mars Hill agreement for emergency water	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed
March 2022 - Feb 2022	March 2022 - Feb 2022	(as of June 15, 2022)	(expired Oct. 20, 2015)			
561,888	70,178	337,874	0	969,940	1,500,000	64.66%
561,888	70,178	337,874	200,000	1,169,940	1,500,000	78.00%
Outstanding Wtr Commitments 06-15-2022		* Projections do not include any future flow to the Town of Mars Hill (200,000 GPD in expired agreement and possibly 400,000 in future)				

Town of Weaverville
Town Council Agenda Item

Date of Meeting: June 27, 2022

Subject: Water Production Report

Presenter: Trent Duncan, Water Resources Superintendent

Attachments: Quarterly Report (March 2022 - May 2022)

Description:
Attached please find the quarterly report from the Water Production Division.

Action Requested: None.

WATER PRODUCTION DIVISION:	Mar-22	Apr-22	May-22	3 month average
(Gallons per month)				
1A. Raw water pumped from river to Water Treatment Plant	20,539,000	18,832,000	22,939,000	20,770,000
(daily average vs. 1.5 MGD plant capacity)	46%	40%	51%	46%
1B. Raw water used at the WTP	2,338,000	1,444,000	1,642,000	1,808,000
1C. Finished water Produced at WTP	18,201,000	17,388,000	21,297,000	18,962,000
2. Water Purchased from Asheville	0	0	0	0
A1. TOTAL WATER PRODUCTION (1.C. + 2)	18,201,000	17,388,000	21,297,000	18,962,000
3. Finish Water used at WTP	655,236	625,968	766,692	682,632
A2. TOTAL WATER AVAILABLE FOR SALES	17,545,764	16,762,032	20,530,308	18,279,368
B. TOTAL METERED FOR BILLING	13,053,900	12,421,200	16,042,700	13,839,267
C. Metered, Non-Metered & Non-Billed Use by Town	2,300,500	2,450,750	2,253,000	2,334,750
D. Total Accounted For Water (3 + B + C)	16,009,636	15,497,918	19,062,392	16,856,649
E. TOTAL UNACCOUNTED (A1-D)	2,191,364	1,890,082	2,234,608	2,105,351
F. MONTHLY UNACCOUNTED WATER (E/Ax100)	12.0%	10.9%	10.5%	11.1%
RAW WATER WITHDRAWAL YTD RUNNING TOTAL VS PREVIOUS YEAR	2021	2022		
	96,659,000	99,600,000		
WATER CAPACITY VS PRODUCTION:	Mar-22	Apr-22	May-22	3 month average
(Gallons per day)				
Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000
Net Sellable Production Capacity (80%)	1,200,000	1,200,000	1,200,000	1,200,000
Average Daily Production				
Total Water Production (A above) / 30 days in month	606,700	579,600	709,900	632,067
AVERAGE USE RELATIVE TO DESIGN CAPACITY	40.4%	38.6%	47.3%	42.1%
Current Water Commitments for future development	268,324	268,324	337,874	291,507
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD	58.3%	56.5%	69.9%	61.6%