

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

AGENDA

Monday, March 27, 2023
Regular Meeting at 6:00 pm

Remote Access Option for General Public via Zoom:
<https://us02web.zoom.us/j/85948891960> ; Meeting ID: 859 4889 1960

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Fitzsimmons
2. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
3. Conflict of Interests Statement		Mayor Fitzsimmons
4. Consent Agenda		Town Manager Coffey
A. February 21, 2023 Town Council Workshop Minutes	3	
B. February 27, 2023 Town Council Regular Meeting Minutes	4	
C. Monthly Tax Report	10	
D. Budget Amendment: Police	15	
E. Proclamations: Jan Lawrence Day	17	
F. Extension of Tax Collections Agreement with County	19	
G. Approval of Updated ABC Law Enforcement Agreement	32	
H. Set Public Hearing on Code Amendments – Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards	35	
5. Town Manager’s Report	50	Town Manager Coffey
6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
7. Discussion & Action Items		
A. Annexation Agreement with Woodfin – Sourwood Inn Area	52	Town Manager Coffey
B. Staff Recommendation for Annual ARPA Reporting	61	Finance Director Dozier
C. Quarterly Report – Public Works and Water	62	Public Works Dir Pennell
8. Adjournment		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest related to the Town of Weaverville. Normal rules of decorum apply to all comments and duplicate comments are discouraged. The general public comments section of the meeting will be limited to 20 minutes. Comments during the meeting are generally limited to 3 minutes. You must be recognized before giving your comment. Written comments timely received will be provided to Town Council and read during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (2) by emailing to public-comment@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 – MARCH 27, 2023, AT 6PM
REMOTE ELECTRONIC MEETING LOGIN CREDENTIALS**

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

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided to inform the public that the **Weaverville Town Council regular monthly meeting on Monday, March 27, 2023, at 6:00 p.m. will be held as an in-person meeting (Council Chambers/Community Room at Town Hall, 30 South Main Street) with remote attendance by the general public allowed via Zoom.** For those members of the public wishing to attend remotely via Zoom the following information is provided.

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

To join the meeting by computer, go to this link <https://us02web.zoom.us/j/85948891960>
You may be asked for permission to access your computer's video and audio. If so, click "allow."
You will then be asked for the Meeting ID which is: 859 4889 1960. You will first enter a virtual waiting room. The host will admit you into the meeting just prior to the start of the meeting.

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

Guidelines and Instructions for General Public Comment: A portion of the meeting will be set aside for general public comments. Town adopted Rules for Public Comment will apply. Normal rules of decorum apply to all comments and duplicate comments are discouraged. Public comments may be submitted during the in-person meeting or in writing in advance, but will not be taken from those attending remotely. The public comments section of the meeting will be limited to approximately 20 minutes, but may be extended by Town Council if time allows. You must be recognized before giving your comment and must make comments from the podium. Individual comments during the meeting are generally limited to 3 minutes. Written comments timely received will be provided to Town Council and read into the record during the meeting as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than with the mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

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

Access to the Meeting Recording: A recording of the meeting will be available for one or two months, depending on storage capacity, beginning about 24 hours after the meeting. To access the recording visit the Town's website at <https://www.weavervillenc.org> or the Town's YouTube channel at https://www.youtube.com/channel/UckBK1doIGY_O6_vJiqimFUQ, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor
3/22/2023



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Tuesday, February 21, 2023**

The Town Council for the Town of Weaverville met for a regularly scheduled workshop on Tuesday, February 21, 2023, 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: Vice Mayor Jeff McKenna and Councilmembers Doug Jackson, John Chase, Catherine Cordell, and Michele Wood. Mayor Patrick Fitzsimmons was in attendance via Zoom and Councilmember Andrew Nagle were absent.

Staff members present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk/Planning Director James Eller, Police Chief Ron Davis, Communications Coordinator Grace Keith, and Zoom Room Coordinator Lauren Ward.

1. Call to Order

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

2. Presentation of Active Weaverville Bike-Ped Plan

Rachael Bronson of Traffic Planning & Design, Inc. presented Town Council with the Active Weaverville Bike and Pedestrian Plan (see attached presentation). She noted that NCDOT has not yet provided comments or edits to the draft plan despite having the draft for over six months.

3. Town Council Discussion and Direction to Staff

Town Manager Coffey suggested that the Active Weaverville Bike and Pedestrian plan should be considered for inclusion in the new strategic plan and recommended that Town Council wait to adopt the plan until NCDOT has completed their edits. She also recommended that Town Council consider creating a capital reserve fund for sidewalks.

Town Council directed staff to begin adding funds to the budget for sidewalk projects and to draft a letter to NCDOT explaining that Town Council intends to adopt the plan but is waiting on final revisions to the Plan required by NCDOT.

4. Adjournment.

Without objection, Vice Mayor McKenna declared the meeting adjourned at approximately 6:50pm.

James Eller, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, February 27, 2023**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, February 27, 2023, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC, with remote electronic access by the general public via zoom.

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

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

1. Call to Order

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

2. Approval/Adjustments to the Agenda

Council Member Nagle requested Items F & G in the consent agenda be moved to the Discussion Items and Mayor Fitzsimmons indicated that he would like them placed as items D1 and D2 in the Discussion Items. Vice Mayor McKenna motioned for the approval of the Consent Agenda with the adjustments. All voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 7-0.

3. Consent Agenda

Council Member Doug Jackson motioned for the approval of the Consent Agenda. All voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 7-0.

- A. **January 23, 2022 Town Council Regular Meeting Minutes** – *Minutes approved as presented*
- B. **Monthly Tax Report** – *Information only*
- C. **Budget Amendment – Police** – *Budget Amendment approved*
- D. **Proclamations: American Red Cross Month, Earth Day, Arbor Day**
- E. **Water Commitment Extension – Garrison Branch Rd Commercial Development** – *Extension approved*
- F. **Water Commitment Extension – Greenwood Park** – *Moved to Discussion Item D1*
- G. **Resolution Supporting Local Control of School Calendars** – *Moved to Discussion Item D2*
- H. **Resolution Regarding North Carolina Investment Pool** – *Resolution adopted (see attached trust agreement)*
- I. **Proposed FY2023-2024 Budget Calendar** – *Budget Calendar approved*

4. Town Manager's Report

Town Manager Coffey presented her Manager's report to Council which included an update on the Drinking Water State Revolving Fund (DWSRF) grant applications, early voting at the Community Center, and the NCDOT Bike Helmet Initiative grant.

5. General Public Comment

General public comments may be submitted either during the meeting or in writing in advance of the meeting. Normal rules of decorum apply to all comments. The general public comments section of the meeting will be limited to 20 minutes and priority will be given to those commenters in attendance. Individuals presenting comments during the meeting are generally limited to 3 minutes. Written comments that are timely received will be provided to Town Council and read into the record during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by emailing to public-comment@weaverville.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.

Eileen Riehman of 5 East Rolling Acres spoke about the lack of written notices given to residents of Rolling Acres regarding the public hearing that occurred on January 17th for the 171 Monticello matter.

6. Conflicts of Interest Statement

Mayor Fitzsimmons noted that it is the duty of the Mayor and every Town Council Member to avoid both conflicts of interest and appearances of conflicts and noted that Councilmember Jackson has previously disclosed a conflict that excuses him from voting on item 7C.

No other member had any known conflict of interest or appearance of conflict with respect to any matters presented before Town Council.

7. Discussion & Action Items

A. Presentation on Black History in Weaverville

Town resident, Forrest Weaver, gave a brief presentation on the history of Weaverville for Black History Month.

B. Overview of Weaverville Business Association'

Bill Boughton, President of the WBA, gave Town Council an overview and update on their Duke Energy Micro-Grant program.

C. 171 Monticello Road – Action on Annexation and Conditional District Zoning

Town Attorney Jackson informed Town Council that since the public hearings on the annexation and the conditional zoning were held on January 17, 2023, and the Planning Board Recommendation on the zoning has been received, Town Council was eligible to take action on the voluntary annexation petition and the conditional district zoning application for 171 Monticello Road.

Ms. Jackson noted that a set of conditions was proposed by the Planning Board and staff added a few as discussed during the public hearing. The conditions set out in the proposed ordinance have been reviewed by the property owner's agent and are acceptable.

Several Town Councilmembers expressed concern over the condition that required a minimum of 50% of the units to be affordable in order to maintain the higher-than normal density. This condition has been revised to provide that all units will be affordable housing units and the developer and owner have agreed to that revised condition.

After some discussion concerning the sidewalks associated with the project the developer and owner's agent agreed to build sidewalks along the entire property frontage along Monticello Road while also paying \$150,000 to the Town of Weaverville as a fee in lieu of making other pedestrian or traffic improvements in the area.

Councilmember Wood motioned to adopt the annexation ordinance as presented and the ordinance approving the conditional district zoning with amendments needed to reflect the agreement concerning the sidewalks. Motion passed 5-1 with Councilmember Nagle voting no and Councilmember Jackson being excused from the vote due to a conflict of interest.

D. Proposed Concept related to Greenways and Biking

Mark Endries presented to Council some ideas that he has regarding the Town's land lying beyond the Public Works Facility and the section of proposed greenway in that area and some potential passive recreational uses of the Town's property within the Eller Cove Watershed that is subject to a conservation easement. See attached slides.

D1. Water Commitment Extension – Greenwood Park

Town Council was asked to consider acting on the renewal of a water commitment letter for the Greenwood Park Development, a 73-lot subdivision.

Councilmember Nagel motioned to approve the water commitment extension/renewal request. Motion passed 7-0.

D2. Resolution Supporting Local Control of School Calendars

Buncombe County Schools Superintendent Dr. Rob Jackson has asked Town Council and other local governmental jurisdictions to review the resolution by the Buncombe County Board of Education requesting flexibility in determining the public school system calendar and to consider offering their support by adoption of a similar resolution. Staff has developed a draft resolution for Town Council's review and approval.

Councilmember Jackson made a motion to approve the resolution. Motion passed 5-2 with Councilmember Nagle and Vice Mayor McKenna voting no.

E. Consideration of Cell Tower Proposals

Town Manager Coffey provided an update on proposals submitted by US Cellular Tower and Tower Point. Consensus was reached by Town Council that they were not interested in selling a perpetual easement or long-term lease of the current US Cellular Tower site now or in the near future.

F. Water System Update and Request for Action/Direction

Mayor Fitzsimmons updated Council on some areas of progress in the water system discussion especially as it related to regional collaboration and coordination.

Town Attorney Jackson lead Town Council through the information on water capacity needs projections and other information that has been requested regarding the Town's Water Treatment Plant (WTP) and water system.

Councilmember Cordell made a motion to authorize staff to move forward to expand the Water Treatment Plant, and to direct staff to continue to seek grant funding and/or other similar funding from outside sources over the next six months so that a funding plan for the project can be established, all with the understanding that the project will proceed with or without outside funding. After some further discussion and a restatement of the motion, Town Council voted and the motion passed 5 to 2, with Vice Mayor McKenna and Councilmember Nagle voting nay.

G. Water System Resiliency Projects

Town Manager Selena Coffey stated that as expressed in the resolution adopted on January 24, 2022, Town Council has indicated a desire to move forward with certain projects at the Town's Water Treatment Plant (WTP) that will serve to increase the resiliency and safety of the plant and its operations. Ms. Coffey noted that those improvements include two backup generators (one at the plant and one at the raw water intake), and a conversion from chlorine gas to sodium hypochlorite in its process.

Applications for grant funding through the Drinking Water State Revolving Fund have been unsuccessful, so the Town can now proceed with these projects without further delay. WithersRavenel has already done a fair amount of engineering work on these resiliency projects as they were originally included with the engineering on the WTP expansion. An engineering proposal from WithersRavenel for the remaining engineering work was reviewed. The agreement shows a lump sum engineering fee of \$79,500, with some possible additional hourly for construction observation. Town staff expects that the construction observation will be limited since Town staff will be on site during installation. WithersRavenel estimates a 30-week construction project (approximately 7 months) once the permitting and bidding are accomplished. The Town's current budget includes \$1,294,900 for these resiliency projects. Once bids are received a budget amendment and/or reappropriations might be necessary.

The Town Manager, Public Works Director, and Water Treatment Plant Supervisor strongly urged Town Council to approve the engineering agreement so that these resiliency projects can be implemented as soon as possible.

Mayor Fitzsimmons expressed an opinion that these projects were not necessary, but other Town Council members disagreed.

Councilmember Nagle made a motion to move forward with the resiliency projects and approve the engineering agreement. The motion passed 6-1 with Mayor Fitzsimmons voting no.

H. Water System Development Fee Study

Town Attorney Jackson noted that as allowed by NC Gen. Stat. §§ 162A-200, et seq., the Town of Weaverville has been charging water system development fees since July 1, 2018. The law authorizing these fees requires that a financial analysis be completed every five years. The Town contracted with Willdan Financial Services for this study and they have now completed their analysis and draft report on the Town's water system development fees.

The current system development fee for a residential dwelling unit is \$2,232. This draft report indicates the maximum amount of system development fees that the Town could charge using several methods:

Buy-In Method = \$2,750 per residential dwelling unit
Incremental/Marginal Cost Method = \$5,430 per residential dwelling unit
Combined Cost Method = \$4,090 per residential dwelling unit

Town Attorney Jackson informed Town Council that The Town has an obligation to provide a 45-day public comment period on the draft report and to hold a public hearing prior to adopting any new or updated water system development fee. Attorney Jackson proposed a public comment period from March 1, 2023, through April 24, 2023, and that the public hearing be set for April 24, 2023, at 6pm.

Councilmember Cordell made a motion to approve the public comment period as suggested and to set the public hearing for April 24, 2023. Motion passed unanimously.

I. Disposal of Surplus Personal Property – Ratification and Code Amendment

Town Manager Selena Coffey informed Council that NC Gen. Stat. § 160A-266 sets out the laws governing the disposal of surplus property by municipalities and provides that a municipality may authorize one or more town official to declare surplus any personal property valued at less than \$30,000, to set its fair market value, and to convey title to the property for the town in accord with regulations established. In February of 1998, the Weaverville Town Council adopted an ordinance that authorized Weaverville’s Town Manager to dispose of surplus personal property that is valued at less than \$5,000.

If the limits of the Manager’s authority stays at \$5,000, it is expected that Town Council will have to take action to authorize more of the disposal of personal property than in years past. To ease the additional burden on Town Council, and for other efficiencies, Town Manager Coffey recommends that Town Council consider increasing her authority to \$20,000. A draft Code Amendment was reviewed and considered.

Councilmember Nagle motioned to adopt the Ordinance Amending Weaverville Town Code Section 2-236 Concerning Disposal of Surplus Personal Property as presented. Motion passed unanimously.

Councilmember Wood motioned to ratify the recent sale of two surplus vehicles on GovDeals for \$5,505 and \$7,800. Motion passed unanimously.

J. Quarterly Report – Fire Department

Report not presented due to absence of Fire Chief Scottie Harris.

K. Quarterly Report – Police Department

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

L. Synopsis of Advanced Leadership Corp Professional Development

Councilmember Cordell shared an overview of her recently completed Advanced Leadership Corps at the UNC-CH School of Government.

8. Closed Session

At approximately 8:25 pm, Councilmember Wood motioned to enter closed session as allowed by N.C.G.S. § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in

order to preserve the attorney-client privilege between the attorney and the public body, which motion passed with a vote of 6-1 with Councilmember Nagel voting no.

[CLOSED SESSION]

At approximately 8:45 pm Councilmember Jackson motioned to exit closed session and reenter open session at approximately. All voted in favor of the motion. Motion passed 6-0, with Councilmember Nagle not participating in the vote.

9. Request for Funding of Water Treatment Plant Expansion Project

Councilmember Cordell mentioned that Tim Moffitt might be a good contact to support a funding request from the NC Legislature for the Water Treatment Plant Expansion Project. The Mayor and Manager indicated that they would get Councilmember Cordell some information to provide to him and would be working with others as well.

10. Adjournment

Without objection, Mayor Fitzsimmons declared the meeting adjourned. Meeting adjourned at approximately 8:50 pm.

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 27, 2023
SUBJECT: Monthly Tax Report
PRESENTER: Finance Director
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County provides the following monthly tax report for February 2023.
This report is provided for information only.

No action is requested or required.

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

**Tax Year 2022
Summary for YTD February 2023:**

Original Billed Amts	\$	3,986,152
Abs Adj (Adjustments by Assessor)	\$	(311)
Bill Releases	\$	(40)
Discovery Levy	\$	5,720
Additional Levy	\$	-
Net Levy	\$	3,991,520
Total Current Year Collections	\$	3,956,535
% Collected		99.12%
Total Left to be Collected:	\$	34,985
Prior Years Tax Paid	\$	1,383
Prior Years Interest Paid	\$	105

Date run: 3/7/2023 8:31:06 AM

TR-401G Net Collections Report

NCPTS V4

Data as of: 3/6/2023 11:31:18 PM

Report Parameters:

Date Sent to Finance Start: Min - February 1, 2023 Date Sent to Finance End: Max - February 28, 2023 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: 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, Year For: 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, Collapse
2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003 Districts: N

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

Fiscal Year Activity from July 1, 20XX to February 28, 2023												Activity from February 1, 2023 to February 28, 2023				
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Net Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	% Coll.	% Uncoll.	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Additional Levy (\$)
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)										Assessor Refunds (\$)		
2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,746.83			0.00	1,203.54	0.00	0.00	0.00	0.00
2021	0.00	0.00	3,746.83	0.00	0.00	0.00	0.00	4,894.32			0.00	1.98	0.00	0.00	0.00	0.00
2020	0.00	0.00	4,894.32	0.00	0.00	0.00	0.00	11,390.49			0.00	0.42	0.00	0.00	0.00	0.00
2019	0.00	0.00	11,390.49	0.00	0.00	0.00	0.00	4,906.70			0.00	14.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	4,906.70	0.00	0.00	0.00	0.00	316.01			0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	316.01	0.00	0.00	0.00	0.00	39.57			0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	39.57	0.00	0.00	0.00	0.00	64.92			0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	64.92	0.00	0.00	0.00	0.00	100.08			0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	100.08	0.00	0.00	0.00	0.00	6.70			0.00	0.00	0.00	0.00	0.00	0.00

2013	0.00	0.00	6.70	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	2,555.97	4.77	0.80	733.13	3,283.53	3,182.98	96.94 %	3.06 %	69.85	0.00	100.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,383.28	99.31 %	0.69 %	0.00	0.00	30.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	6,669.09	94.63 %	5.37 %	0.00	0.00	378.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Sub.	5,088.12	548.85	2.30	9,976.25	14,745.04	14,235.35	96.54 %	3.46 %	69.85	0.00	509.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	14,235.35	231.82	0.00	0.00													
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY																			
2022	3,986,151.82	311.18	39.82	5,719.53	3,991,520.35	3,956,535.38	99.12 %	0.88 %	44,949.94	0.00	34,984.97	0.00	1.45	0.00	0.00	0.00	0.00	0.00	0.00
2021	3,717,652.88	3,168.26	34.73	14,153.16	3,729,129.89	3,724,815.81	99.88 %	0.12 %	43.92	0.00	4,314.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	3,354,216.35	5,999.72	59.94	22,850.56	3,373,734.01	3,370,733.70	99.91 %	0.09 %	27.86	0.00	3,000.31	0.00	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	100 %	0 %	0.00	0.00	0.00	0.00	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	100 %	0 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	100 %	0 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	11,199,483.73	9,479.16	3,255.84	42,723.25	11,232,725.58	11,190,426.22	99.62 %	0.38 %	45,021.72	0.00	42,299.36	0.00	1.45	0.00	0.00	0.00	0.00	0.00	0.00
		1,457.40	11,191,883.62	3,253.60	0.00	0.00													
TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX																			
2019	49,954.82	0.00	191.19	0.00	49,763.63	43,593.91	87.60 %	12.40 %	48.32	0.00	6,169.72	0.00	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	58.11 %	41.89 %	0.00	0.00	659.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %													

2017	771.97	0.00	2.21	0.00	769.76	145.15	624.61	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	18.86 %	81.14 %						
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	45,210.91	12,549.09	48.32	0.00	0.00	0.00	0.00	0.00
		0.00	45,210.91	0.00	0.00	78.27 %	21.73 %						
Total	11,262,657.25	10,028.01	3,583.54	52,699.50	11,305,230.62	11,277,101.79	55,358.14	46,359.83	0.00	0.00	1.45	0.00	0.00
		1,457.40	11,278,559.19	3,485.42	0.00	99.51 %	0.49 %						

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 27, 2023
Subject: Budget Amendment – Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

One of the Town’s Police vehicles (2017 Dodge Charger) was recently damaged while responding to a call and deemed a total loss by the Town’s insurance company. The Town has received the resulting claim proceeds totaling \$19,778.91. The Police Chief has requested that these funds be used to assist with funding a replacement vehicle. Because insurance proceeds alone are not enough to cover the cost of a replacement vehicle, the Town Manager recommends the use of budgeted contingency funds of \$15,000 to help cover the remainder of the cost.

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

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2022-2023

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-50500	Police – Capital Equipment	\$19,778.91
010-430-431-50500	Police – Capital Equipment	\$15,000.00

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>
010-004-300-09043	Property Insurance Claims	\$19,778.91
010-005-999-90000	Contingency – General Fund	\$15,000.00

Justification: Please provide a brief justification for this budget amendment. *NC League of Municipalities insurance claim proceeds (from total loss of Police vehicle) allocated to Police Department along with budgeted contingency funds to help cover cost of replacement vehicle.*

_____	_____
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: Monday, March 27, 2023
Subject: Proclamation Honoring Jan Lawrence Day
Presenter: Town Manager Selena Coffey
Attachments: Draft Proclamation
Description:
Mayor Fitzsimmons wishes to honor Jan Lawrence with the attached Proclamation.

Council Action Requested:

The Mayor recommends approval of the Proclamation.

PROCLAMATION

Recognizing April 21, 2023, as Jan Lawrence Day in the Town of Weaverville

Whereas, Jan Lawrence is a descendent of Michael Montraville Weaver's family, who gave the land upon which Weaverville was established; and

Whereas, Jan Lawrence is and has been a local historian, preserving local documents, items, facts, and stories about Weaverville's history for present and future generations; and

Whereas, Jan Lawrence was a vital person in the gathering and preservation of those historical items in her role with the Dry Ridge Museum by giving her time, money, and physical labor. That, indeed, there might not be a Dry Ridge Museum if it were not for her advocacy and that of the staff of the museum under her leadership; and

Whereas, Jan Lawrence is an irreplaceable member of the Weaverville community cherished by a large segment of the community as a woman who exhibits all the characteristics of a friend and a true southern lady; and

Whereas, April 21st, 2023 is Jan Lawrence's birthday, and she is becoming an octogenarian.

NOW THEREFORE, I, Patrick Fitzsimmons, Mayor of Weaverville, by virtue of the authority vested in me by the Town of Weaverville and North Carolina, do hereby proclaim April 21, 2023, Jan Lawrence Day in the Town of Weaverville and encourage those who see her or communicate with her on this day to wish her a Happy Birthday and thank her for her efforts in preserving the history of the Town.



ATTEST: James Eller, Town Clerk



Patrick Fitzsimmons, Mayor
Town of Weaverville



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 27, 2023
SUBJECT: Extension of Tax Collections Agreement
PRESENTER: Finance Director Dozier
ATTACHMENTS: Extension of Tax Collections Agreement
Current Tax Collections Agreement with Amendment

DESCRIPTION/SUMMARY OF REQUEST:

The Town entered into an agreement with Buncombe County in June of 2020 for the collection of taxes for real property, business personal property, and personal property located within the Town of Weaverville.

This Agreement was for an original term of three years which is due to expire on June 30, 2023. The County has provided the attached Extension of Tax Collections Agreement for consideration. This agreement carries forward the existing terms for the upcoming two fiscal years with an end date of June 30, 2025. As in the current agreement, the agreement as extended provides that either party may terminate the arrangement by giving the other written notice by January 31 of any tax year.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve the Extension of Tax Collections Agreement:

I move that we approve the Extension of Tax Collections Agreement as presented and authorize the Town Manager to execute and deliver a signed original to Buncombe County for its records.

EXTENSION AND MODIFICATION OF TAX COLLECTIONS AGREEMENT

This Extension of Tax Collections Agreement made and entered into effective as of July 1, 2023 by and between County of Buncombe, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to herein as "Town") collectively herein sometimes referred to as the "Parties."

Witnesseth:

Whereas, on or about July 1, 2020 the Parties entered into a tax collections agreement "(Agreement)" pursuant to General Statutes 153A-445 and Article 20 of Chapter 160A of the North Carolina General Statutes in order to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings;

Whereas, the Agreement provides that the County will bill and collect both the County and Town taxes upon the terms and conditions set forth therein for a Three (3) year period beginning July 1, 2020 and ending June 30, 2023; and

Whereas, as provided in the Agreement, the Parties desire to extend the Agreement for an additional term consistent with the terms of the County's collections agreements with other municipalities.

Now Therefore, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

A. That paragraph 2 of the Agreement is modified to read as follows:

Unless sooner terminated as herein provided, the parties hereto may extend this Agreement for an initial extended term of two (2) years beginning July 1, 2023 and ending June 30, 2025 and then the parties may extend this Agreement for successive terms of three (3) years each provided such extensions are agreed to between the parties in writing.

B. That for avoidance of doubt the parties understand and agree that as agree to by Addendum to Collection Agreement in about April 2021, paragraph 8 now reads:

That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into an account identified by the Town Finance director by monthly electronic transfer for the preceding month's receipts. The town finance director may request to change the account to which such month deposits are made by the County by giving thirty (30) days advance notice. The County will make reasonable efforts to accommodate such a request.

- C. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.
- D. That each and every other of the terms and conditions of the said original Agreement remain in full force and effect except as modified herein.
- E. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties have executed this Extension of Tax Collections Agreement as of the day and year set forth below.

BUNCOMBE COUNTY

By: _____
 Avril M. Pinder, County Manager

ATTEST:

 Lamar Joyner, Clerk to the Board

TOWN OF WEAVERVILLE

By: _____

ATTEST:

 _____, Town Clerk

This instrument has been preaudited
 in the manner required by The Local
 Government Budget and Fiscal Control Act

 Name:
 Finance Officer, Town of Weaverville

NORTH CAROLINA

BUNCOMBE COUNTY

THIS AGREEMENT, made and entered into this ____ day of June, 2020, by and between the COUNTY OF BUNCOMBE, a political subdivision of the State of North Carolina, (hereinafter sometimes 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 sometimes referred to as "Town");

WITNESSETH:

WHEREAS, the County and the Town have power pursuant to General Statutes 153A-445 and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the parties feel that it would be to their mutual advantage as well as the advantage of all citizens of the County and Town for the County to bill and collect both the County and Town taxes upon the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

1. This agreement shall cover the collection of taxes for a Three (3) year period beginning July 1, 2020 and ending June 30, 2023.
2. Unless sooner terminated as herein provided, the parties hereto may extend this Agreement for successive terms of three (3) years each provided such extensions are agreed to between the parties in writing.
3. That during the term of this agreement Buncombe County will bill and collect for the Town its real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and, subject to the provisions set forth below, any lien for special assessments made and confirmed by the Town (collectively "Town taxes"); provided, however, the parties hereto understand that the County must comply with applicable limitations on use of remedies as same are prescribed in GS §105-378.
4. That should the Town make any special assessments as authorized by Ch. 160A of the General Statutes then the Town shall make the following accommodations for County's collection of such special assessments:
 - a. Town shall provide County with at least 90 days advance notice of the date the Town anticipates that it will confirm any assessment roll;

- b. County shall be entitled to charge a one-time setup fee of \$7,500 in preparation for billing and collecting of the liens on each lot, parcel, or tract assessed;
 - c. County shall be entitled to charge a recurring annual fee of \$18.50 per bill on each lot, parcel, or tract assessed for the term of the assessment or until each such lien is paid in full whichever occurs first;
 - d. Town will be responsible for development of a special assessment file in the agreed-upon file format (included as Appendix to this Agreement). Town shall be responsible for the accuracy and integrity of the data provided in the file; and
 - e. Town will provide staff resources for data validation, testing, and other activities required during the setup phase.
5. That for its services in billing and collecting Town taxes, beginning with the Fiscal Year 2021, the Town will pay the County 2% of all amounts collected on behalf of the Town beginning July 1, 2020.
6. That in addition to the foregoing fee, the Town agrees to pay the County the actual additional cost the County may incur as a result of future annexation by the Town; said additional cost, if any, shall be separately listed and itemized.
7. That in addition to the foregoing fee, the Town agrees to pay its pro rata share of any professional expenses which the County may incur in collection of Town and County taxes (e.g., attorney fees, appraisal expenses, auditing expenses, etc.). The expenses herein contemplated are those which would be incurred to collect taxes requiring the use of professional help not available on the County Tax Collector's staff. Buncombe County will exercise restraint in expenditures to collect tax bills for which the amount of tax to be collected is small and the likelihood of collecting is poor. The Town is aware that the County may decide to employ one or more outside agencies (such as collection agencies) to locate missing taxpayers for either a fixed fee or for a percentage of the taxes collected. The Town consents to such arrangement.
8. That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into the Town's North Carolina Capital Management Trust Account (herein "NCCMT") by monthly electronic transfer on Mondays for the preceding week's receipts. Further, should any payment not be received within the time frame specified in this paragraph, the Town shall be entitled to receive interest lost for late payments into the Town's NCCMT from the County calculated as to the date and rate they would have received from the Town's NCCMT. It is agreed that upon request in writing by the County Finance Director, the Town Finance Director shall have the ability to waive the lost interest from late payments if the County has a reasonable explanation for the late payment. The waiver of the Town Finance Director shall not be unreasonably withheld.
9. That the Town agrees to adopt any County discount rate that may be afforded to citizens who pay their taxes early. It is understood the Town agrees to adopt a resolution to forgo collection of ad valorem tax bills that do not exceed five dollars

(\$5.00) pursuant to G.S. 105-321(f). It is also understood the Town agrees to adopt a resolution regarding small overpayments and underpayments of one dollar or less (\$1.00) pursuant to G.S. 105-357(c).

10. That the Buncombe County Tax Collector shall maintain records showing the amount of taxes assessed and collected for the County separate and apart from the amount of taxes assessed and collected for the Town and other taxing units.
11. That insofar as practical and permitted by law, all steps in the collection of County and Town taxes shall be combined to the end that the consolidation of the two tax collecting departments shall be given the full scope authorized by law, and in this connection, the Town delegates to the County its authority to collect, compromise and settle disputed tax claims.
12. That only one bill shall be mailed to the taxpayer owing taxes to both of the taxing units, except for any motor vehicle tax, which is separately billed. In the event of a partial payment on such consolidated tax bill, the amount of such payment shall be proportionately credited against taxes due each unit.
13. The tax records relating to taxes due to the Town shall be available to the Town, its agents and employees at all reasonable times.
14. That the Buncombe County Tax Collector shall have full power and authority to collect taxes due the Town by any legal means and to perform any and all other duties imposed by law upon the Town Tax Collector with respect to Town taxes.
15. That with respect to delinquent tax items due both the County and Town, the Buncombe County Tax Collector may cause actions to be brought for foreclosure of said tax liens in the name of the County, or both the Town and the County. If taxes are delinquent to one of the taxing units and not to the other, tax collection measures may be brought in the name of the unit to which the taxes are due.
16. That penalties and interest collected from a taxpayer and discounts allowed to a taxpayer shall be properly apportioned between the County and the Town where the same taxpayer makes payments on property taxable by both units.
17. That the County shall make available to the Town analysis of each year's levy when it is compiled. The analysis may include billing scrolls by name, by parcel identification number and by tax value, Top 10 (ten) delinquent taxpayers list, TR-2 value report, Motor Vehicle reports, etc.
18. That either party may terminate this Agreement effective at the end of the then current fiscal year by giving the other party written notice of termination of agreement on or before January 31 of any tax year covered by this Agreement.
19. Amendments to this agreement shall be effective only when reduced to writing and adopted in the same manner as this Agreement is required to be adopted.

20. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[Signature Pages Follows]

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND TOWN OF WEAVERVILLE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

BUNCOMBE COUNTY

By: Brownie Newman
Brownie Newman, Chairman
Board of County Commissioners

ATTEST:

Lamar Joyner
Lamar Joyner, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

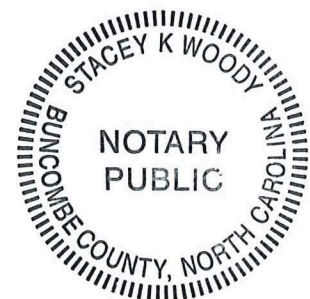
I, Stacey K. Woody, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the 2 day of September, 2020.

Stacey K. Woody


Notary Public

My commission expires 10/15/2022



**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND TOWN OF WEAVERVILLE**

TOWN OF WEAVERVILLE

BY: 
Selena Coffey, Town Manager
Town of Weaverville

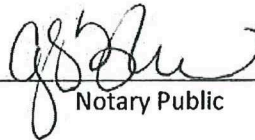
ATTEST:


James Eller, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Amy L Buchanan, a Notary Public in and for the aforesaid County and State, do hereby certify that James Eller, Town Clerk, personally came before me this day and duly acknowledged that he is the duly appointed Town Clerk of the Town of Weaverville, and that Selena Coffey is the Town Manager of the Town of Weaverville, and that by authority duly given and as the act of the Town of Weaverville, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the Town of Weaverville, all by authority duly given by its governing body


WITNESS my hand and Notarial Seal, this the 29 day of June, 2020.


Notary Public



My Commission Expires: 5/31/22

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act


Name: Tonya Bozier
Finance Officer, Town of Weaverville

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

ADDENDUM TO COLLECTION AGREEMENT

This Addendum to Collections Agreement made and entered into effective as of the ____ day of April, 2021 by and between County of Buncombe, a political subdivision of the State of North Carolina (hereinafter sometimes "County") and the Town of Weaverville, a North Carolina Municipal Corporation (hereinafter sometimes referred to as "Town");

Witnesseth:

Whereas, effective July 1, 2019 the County and Town entered into an Agreement for County to bill and collect real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and any lien for special assessments made and confirmed by the Town;

Whereas, this Agreement requires County to deposit tax collections to which the Town is entitled into the Town's North Carolina Capital Management Trust Account (herein "NCCMT") by weekly electronic transfer on Mondays for the preceding week's receipts;

Whereas, the Town desires to modify this provision and the County desires to accommodate this requests;
and

Whereas, County and Town desire to enter into this Addendum to Collection Agreement.

Now Therefore, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

That paragraph 8 of the Agreement is deleted and replaced with the following:

That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into an account identified by the Town Finance Director by monthly electronic transfer for the preceding month's receipts. The Town Finance Director may request to change the account to which such monthly deposits are made by the County by giving thirty (30) days advance notice. The County will make reasonable efforts to accommodate such a request.

That each and every other of the terms and conditions of the Agreement remain in full force and effect except as modified herein.

[Signature Pages Follow]

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND THE TOWN OF WEAVERVILLE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

BUNCOMBE COUNTY

By: Brownie Newman
Brownie Newman, Chairman
Board of County Commissioners

ATTEST:

Lamar Joyner
Lamar Joyner, Clerk to the Board

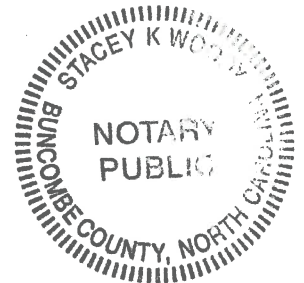
STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Stacey K. Woody, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the 26 day of May, 2021.

Stacey K. Woody
Stacey K. Woody
Notary Public



My commission expires 10/15/2022

SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND THE TOWN OF WEAVERVILLE

TOWN OF WEAVERVILLE

BY: 
Al Root, Mayor

ATTEST:

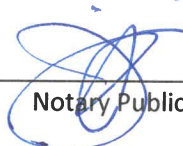


City Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

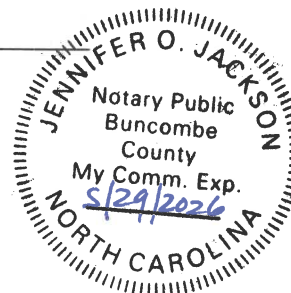
I, Jennifer O. Jackson, a Notary Public in and for the aforesaid County and State, do hereby certify that James Eller, Town Clerk, personally came before me this day and duly acknowledged that she is the duly appointed City Clerk of the Town of Weaverville, and that Al Root is the Mayor of the Town of Weaverville, and that by authority duly given and as the act of the Town of Weaverville, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the Town of Weaverville, all by authority duly given by its governing body

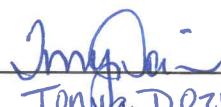
WITNESS my hand and Notarial Seal, this the 28 day of May, 2021.


Notary Public

My Commission Expires:

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act



 5/28/2021
Name: Tongha Dozier
Finance Officer

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 27, 2023
SUBJECT: Approval of Contract for ABC Law Enforcement Services
PRESENTER: Town Attorney Jackson
ATTACHMENTS: Proposed Contract

DESCRIPTION/SUMMARY OF REQUEST:

The ABC Board is legally required to either hire an ABC law enforcement officer or contract for those services. Since the opening of the store the Town's Police Department has provided, by contract dated 2009, the required ABC law enforcement services.

The Town receives compensation for these services in an amount set by law at 5% of store profits.

The ABC Commission has requested that Weaverville's ABC Board update its ABC law enforcement contract and the attached contract is proposed for approval. This contract is based upon the ABC Commission model and has been reviewed by the Town Manager, Police Chief, Finance Director, and Town Attorney.

The ABC Board anticipates approving this contract at its next meeting on May 17, 2023.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve the attached Contract for ABC Law Enforcement Services between the Town of Weaverville and the Weaverville ABC Board:

I move that we approve the Contract for ABC Law Enforcement Services as presented.

**CONTRACT FOR ABC LAW ENFORCEMENT SERVICES
TOWN OF WEAVERVILLE AND WEAVERVILLE ABC BOARD**

THIS CONTRACT is entered into on this the 17th day of May, 2023, by and between the Weaverville ABC Board (hereinafter “ABC Board”) and the Town of Weaverville (hereinafter “Town”) for the purposes set forth below:

WHEREAS, North Carolina General Statute Chapter 18B requires that the ABC Board either hire an ABC law enforcement officer or contract for ABC law enforcement with a local law enforcement agency; and

WHEREAS, the ABC Board is required by law to expend at least 5% of profits for ABC law enforcement; and

WHEREAS, the ABC Board is of the opinion that contracting with the Town of Weaverville for ABC law enforcement would constitute the most efficient use of its ABC law enforcement funds; and

WHEREAS, the Town agrees to provide ABC law enforcement within the Town of Weaverville in return for the agreed upon funding:

NOW, THEREFORE, IT IS AGREED that:

1. The Town, through its Police Department, shall provide ABC law enforcement services within the municipal boundaries of the Town of Weaverville in return for a sum, to be paid quarterly, equal to the amount required by North Carolina General Statute § 18B-805(c)(2) to be expended on ABC law enforcement.
2. The Town shall be solely responsible for hiring, equipping and supervising the officer or officers who are charged with the duty of enforcing the ABC laws, and the Town agrees to indemnify, and hold harmless, the ABC Board for any liability arising from the activities of said officers.
3. The Town, through its Police Department, shall give priority to specific requests from the ABC Board for assistance in such matters as ABC store security and the investigation of internal and external theft.
4. The Town, through its Police Department, shall report to the ABC Board and/or ABC Commission by the 5th business day of each month on a form developed by the Commission the following:
 - a. The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at ABC permitted outlets.
 - b. The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at other locations.
 - c. The number of agencies assisted with ABC law or controlled substance related matters.

- d. The number of alcohol education and responsible server programs presented.
- 5. This contract shall continue in effect until such time as either party cancels the contract as provided herein.
- 6. This contract may be cancelled by either party upon 90-day notice to the other party, which notice shall be given in writing.
- 7. This Contract shall be effective as of the date that both ABC Board and Agency have approved this Contract.

APPROVED BY the Weaverville Town Council on the 27th day of March, 2023, and the Weaverville ABC Board on the 17th day of May, 2023.

WEAVERVILLE ABC BOARD

BY: _____
Robert Chason, Chairman

TOWN OF WEAVERVILLE

BY: _____
Patrick Fitzsimmons, Mayor

BY: _____
Ron Davis, Police Chief

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, March 27, 2023

Subject: Set Public Hearing on Code Amendments: Nonconforming Lots, Table of Dimensional Requirements, Mapping Standards

Presenter: Planning Director

Attachments: Planning Board Recommendation, Proposed Ordinance, Staff Reports

Description:

Nonconforming Lots:

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in October 2022, call for the review of regulations for non-conforming lots. The goal of reviewing regulations for non-conforming lots was also given number 1 (highest) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 12 months. A change in language related to nonconforming lots has been identified, named for correction and discussed at a previous meeting.

Table of Dimensional Requirements:

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in October 2022, call for an ongoing review of zoning regulations. The goal of reviewing zoning regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months. It has been the practice of staff to bring forth technical changes when such necessary revisions to the zoning ordinance are required. An inconsistency in the table of dimensional requirements has been identified and named for correction.

Mapping Standards:

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in October 2022, call for an ongoing review of zoning regulations. The goal of reviewing zoning regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months. It has been the practice of staff to bring forth technical changes when such necessary revisions to the zoning ordinance are required.

Under current regulations the zoning administrator has the authority to require information in order to establish code compliance. For large development approvals, such as multifamily or commercial proposals, information substantially similar to major subdivisions is required in order to ensure compliance with various sections of town ordinance and relevant federal and state laws, rules and regulations. A direct link to the mapping standards contained within Part II Subdivision Regulations is desired in order to remove the discretion of staff and provide a list for developers to follow for information to be provided.

Action Requested:

Staff is requesting the setting of a public hearing on the matter of the proposed text amendments for Monday, April 24, 2023 at 6pm in the Community Room/Council Chambers at Town Hall.



**Town of Weaverville
Planning Board**

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

On February 7, 2023, and March 7, 2023, the Planning Board reviewed and, in a unanimous vote, recommend to Town Council the attached proposed text amendments which pertain to nonconforming lots, the Table of Dimensional Requirements as it pertains to the calculation of density, and the applicability of mapping standards. This favorable recommendation is based on the findings as stated herein.

The review of nonconforming lot regulation was given a high priority and the Planning Board has found that the proposed code amendment concerning nonconforming lots is consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for more consistency in the handling nonconforming lots which provides more orderly development.

The Table of Dimensional Requirements as written in Code Section 20-3206 allows for a density calculation that is higher than stated for projects involving multiple dwelling units with public water and sewer available, and the Planning Board found that an amendment to that section to specifically state a maximum density is consistent with the Town's comprehensive land use plan, reasonable and in the best interest of the public in that it more clearly defines the regulation and its intent.

The mapping standards for preliminary plans and final plats are contained within Part 2 of Chapter 20 governing subdivisions and a clarification that the mapping standards apply to all required preliminary plans, construction plans, and final plats is needed, and the Planning Board found that an amendment to add a general provision concerning mapping standards is consistent with the Town's comprehensive land use plan, reasonable and in the best interest of the public in that it clarifies that mapping standards apply to all projects where preliminary plans and/or final plats are required.



Bob Pace, Chairman of the Planning Board

March 7, 2023

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20
CONCERNING NONCONFORMING LOTS AND CALCULATION OF DENSITY,
AND APPLICABILITY OF MAPPING STANDARDS**

WHEREAS, the Planning Board met February 7, 2023, and March 7, 2023, in order to discuss certain Code amendments concerning nonconforming lots, the calculation of density, and the applicability of mapping standards to all required preliminary plans and final plats;

WHEREAS, the review of nonconforming lot regulation was given a high priority and the Planning Board has found that the proposed code amendment concerning nonconforming lots is consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for more consistency in the handling nonconforming lots which provides more orderly development;

WHEREAS, the Table of Dimensional Requirements as written in Code Section 20-3206 allows for a density calculation that is higher than stated for projects involving multiple dwelling units with public water and sewer available, and the Planning Board found that an amendment to that section to specifically state a maximum density is consistent with the Town's comprehensive land use plan, reasonable and in the best interest of the public in that it more clearly defines the regulation and its intent;

WHEREAS, the mapping standards for preliminary plans and final plats are contained within Part 2 of Chapter 20 governing subdivisions and a clarification that the mapping standards apply to all required preliminary plans, construction plans, and final plats is needed, and the Planning Board found that an amendment to add a general provision concerning mapping standards is consistent with the Town's comprehensive land use plan, reasonable and in the best interest of the public in that it clarifies that mapping standards apply to all projects where preliminary plans and/or final plats are required;

WHEREAS, after proper notice the Town Council held a public hearing on _____, in order to receive input from the public on these amendments;

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

1. The findings and recommendations of the Planning Board are hereby incorporated by reference and adopted by Town Council, including specifically a finding that the amendments approved herein are consistent with the Town's adopted comprehensive land use plan.
2. Code Section 20-1602 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-1602. Nonconforming lots.

- (a) Except as provided herein, a A nonconforming lot may be used as a building site subject to the compliance with applicable use regulations and limitations, and minimum dimensional or numerical development requirements for the zoning district in which the lot is located including, but not limited to, minimum lot area and width, setback and yards, height, open space, buffers, screening, and parking. The minimum lot width for nonconforming lots shall be the width of the lot as shown on a recorded plat that pre-dates zoning regulations if such width is 50 feet or more. If the lot width as originally platted is less than 50 feet and the property adjoins another lot under common ownership, then such lots must be combined to meet a minimum of 50 feet in lot width.
 - (b) If compliance with the applicable minimum dimensional or numerical development requirements is not possible, the nonconforming lot may be used as a building site subject to the following:
 - (1) Where the lot area and/or lot width are not more than 20 percent below the minimum standards specified, and all other dimensional requirements are otherwise complied with, the zoning administrator is authorized to issue a zoning permit;
 - (2) Where the lot area and/or lot width are more than 20 percent below the minimum standards specified in this chapter or other dimensional requirements cannot be met, the board of adjustment is authorized to consider requests for variances of such dimensional and numerical requirements as shall conform as closely as possible to the required dimensions.
 - (c) If a lot is nonconforming in that it does not have street access as described in Code section 20-3208(g), a building can be constructed on such lot if the applicant can provide evidence of a recorded legal access to a publicly maintained street or roadway which will support actual vehicular access to the lot.
3. Code Section 20-3206 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3206. Table of dimensional requirements.

Zoning District	R-1	R-2	R-3	R-12	C-1	C-2	I-1	MHO ¹¹
Minimum Lot Area (sq. Ft.)	10,000 ^{2,7}	7,500 ^{1, 2,3,4,7}	5,445 ^{1,2,3,4,7}	7,500 ^{4,7, 8}	0	0	0	5,445 ^{1,2,3,4,7}
Minimum Lot Width(ft.)	100	75	75	75	0	50	0	75
Minimum Front Yard (ft.)	30	30	30	30	0	0	0	30
Major Thoroughfare	30	30	30	30 ⁵	0	60	35 ⁵	30
Minor Thoroughfare	30	30	30	30 ⁵	0	25 ⁵	35 ⁵	30
With Parking in Front	-	-	-	-	-	60	-	-
Without Parking in Front	-	-	-	-	-	40	-	-
Minimum Side Yard (ft.) Abutting Residential District	10	10 ⁶	10 ⁶	10 ⁶	0	30	40	10 ⁶
Minimum Side Yard (ft.) Abutting Commercial or Industrial District	10	10 ⁶	10 ⁶	10 ⁶	0	0	40	10 ⁶

Minimum Rear Yard (ft.) Abutting Residential District	10	10 ⁶	10 ⁶	10 ⁶	0	30	40	10 ⁶
Minimum Rear Yard (ft.) Abutting Commercial or Industrial District	10	10 ⁶	10 ⁶	10 ⁶	0	0	40	10 ⁶
Height Limit (ft.)	35	35	35	45 and no more than 3 stories	Note 10	75	75	18
Buffer if Abutting a Residential District (ft.)	0	0	0	20	Note 9	20	20	0

The following notes apply to the Table of Dimensional Requirements set out above:

See sections on dwelling setbacks (Code section 20-3208(h) and (i)), nonconforming lots (Code section 20-1602); and right-of-way (Code section 20-3208(b)).

Additional Notes corresponding to the table:

1. 10,000 square feet if no public sewerage is available.
2. 20,000 square feet if neither public water or sewerage is available.
3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 8 units per acre.
4. 10,000 additional square feet for each additional dwelling unit when public water and/or sewer is not available.
5. 40 feet if property directly across the right-of-way is zoned residential.
6. 15 feet for duplexes; 25 feet for all other multi-family dwelling units.
7. Additional square footage may be required by the authority having jurisdiction over private water and/or sewerage systems located on individual lots.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 12 units per acre.
9. Where a lot in the C-1 district abuts a residential district, either directly or across a street (on the side of the C-1 lot), and any use is hereafter established on the C-1 lot by the construction of a new building thereon or by the enlargement of an existing building on the C-1 lot which enlargement exceeds by 25 percent the floor area of the existing building, such building and such lot shall be screened from the lot in the residential district by a vegetative screen on the side of the building or lot facing the residential lot shall require screening. Exceptions to this buffering requirement in C-1 are as follows:
 - (a) These provisions shall not apply to any lot which is used for a use which would be permitted in the adjacent residentially zoned district.
 - (b) The vegetative screen required shall be omitted along the street where the C-1 lot fronts.
 - (c) The board of adjustment shall have the authority to alter or eliminate the required vegetative screen where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement

waiving or modifying the screening provisions of this section, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. Any such agreements shall be attached to the application for zoning permit and retained by the town.

10. In the C-1 district, every building or structure hereafter erected or structurally altered to exceed 35 feet in height, shall, above such 35-foot height, be set back from the front line of the property on which the building or structure is located on the ratio of one set back foot for each two-foot rise above such 35-foot height. In no case shall the height be greater than 57 feet (which would require a setback of 11 feet).

Where more than one-half of the street frontage in a particular street block is zoned residential and the remaining frontage on the same side of that street block is zoned C-1, the height regulations for the residential district shall apply to the lots zoned for commercial uses on that side of the street block.

11. The dimensional standards for the MHO district only apply to manufactured homes. To the extent that a dimensional requirement for a manufactured home in the MHO district is inconsistent with the corresponding dimensional requirement of the underlying use district, the more restrictive dimensional requirement shall apply to that manufacture home.

4. Code Section 20-1120 is hereby added to Article I of Part 1 of Code Chapter 20 as follows:

Sec. 20-1120. – Mapping Standards.

Depending on the type and scope of development, the mapping standards set forth in Article V of Part 2 of this Chapter shall apply to all preliminary plans, construction plans, and final plats required by this Chapter.

5. It is the intention of Town Council that the sections and paragraphs of this Ordinance are severable and if any section or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs or sections of this Ordinance, since they would have been enacted by Town Council without the incorporation in this Ordinance of any such unconstitutional or invalid section or paragraph.
6. These amendments shall be effective immediately upon adoption and codified.

ADOPTED THIS the ____ day of _____, 2023, by a vote of ___ in favor and ___ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

JAMES ELLER, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in October 2022, call for the review of regulations for non-conforming lots. The goal of reviewing regulations for non-conforming lots was also given number 1 (highest) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 12 months.

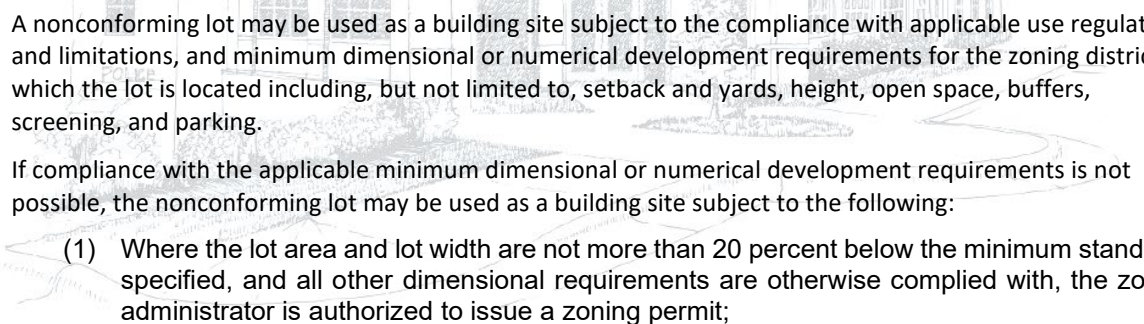
Definition of Non-conforming Lot

Lot of record means a lot which is part of a subdivision, a plat of which has been recorded in the office of the register of deeds of Buncombe County prior to the adoption of this chapter, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of this chapter.

Nonconforming lot is a lot that was lawfully created prior to the effective date of the applicable sections of town code, or subsequent amendment thereto, but does not conform to the minimum lot size, lot depth or minimum lot width requirements established for the zoning district in which it is located.

Existing Non-conforming Lot Regulations

Sec. 20-1602. Nonconforming lots.

- 
- (a) A nonconforming lot may be used as a building site subject to the compliance with applicable use regulations and limitations, and minimum dimensional or numerical development requirements for the zoning district in which the lot is located including, but not limited to, setback and yards, height, open space, buffers, screening, and parking.
 - (b) If compliance with the applicable minimum dimensional or numerical development requirements is not possible, the nonconforming lot may be used as a building site subject to the following:
 - (1) Where the lot area and lot width are not more than 20 percent below the minimum standards specified, and all other dimensional requirements are otherwise complied with, the zoning administrator is authorized to issue a zoning permit;
 - (2) Where the lot area and lot width are more than 20 percent below the minimum standards specified in this chapter or other dimensional requirements cannot be met, the board of adjustment is authorized to consider requests for variances of such dimensional and numerical requirements as shall conform as closely as possible to the required dimensions.
 - (c) If a lot is nonconforming in that it does not have street access as described in Code section 20-3208(g), a building can be constructed on such lot if the applicant can provide evidence of a recorded legal access to a publicly maintained street or roadway which will support actual vehicular access to the lot.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Enforcement of Existing Regulations

As you will have seen in the existing regulations there is an arbitrary threshold of 20% below the minimum dimensional standards required by the zoning district in which the property is located. Where a nonconformity at or below 20% is experienced, staff has the authority to issue permits for a nonconforming lot to be built upon. Where a nonconformity of more than 20% is experienced a variance from the Board of Adjustment must be achieved to convert the nonconforming lot to a buildable lot.

For example, in the R-1 zoning district where a minimum lot width of 100 feet is required.

Required Lot Width	Lot Width Present	Authority
100 ft.	75 ft.	Board of Adjustment
100 ft.	80 ft.	Staff

When these nonconforming lots have gone to the Board of Adjustment for a variance, each has had a variance granted.

Potential Additional Regulation

It is more common than not in other ordinances to have a requirement that nonconforming lots under common ownership be combined with one another to create a conforming lot. With this additional requirement the number of nonconforming lots is reduced. For example:

A nonconforming vacant lot shall not be developed if it can be combined with an adjoining lot owned by the same person on or after the effective date of these regulations in order to create a single lot. For the purposes of this section, adjoining shall be deemed to mean the sharing of one or more common lot lines.

Or:

Where a nonconforming lot abuts another lot of record, whether conforming or nonconforming, held in the same ownership at or subsequent to the adoption of these regulations, such lots shall be combined or recombined as necessary to form a conforming lot or lots and shall not be subdivided thereafter except in compliance with the requirements of this Chapter.

Town of Weaverville, North Carolina
Staff Report: Non- Conforming Lots

Prepared November, 2022

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Intent of Regulation Revision

Staff is seeking a conversation with the Board revolving around how to simplify the regulations applicable to nonconforming lots with a specific interest on the Board’s opinion related to the 20% threshold for variances and a potential additional regulation requiring the combination of nonconforming lots under common ownership in order to create a conforming lot.



Town of Weaverville, North Carolina
Staff Report: Technical Change,
Table of Dimensional Requirements

Prepared January, 2023

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in October 2022, call for an ongoing review of zoning regulations. The goal of reviewing zoning regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months. It has been the practice of staff to bring forth technical changes when such necessary revisions to the zoning ordinance are required.

Existing Table of Dimensional Requirements

Sec. 20-3206. Table of dimensional requirements.

Zoning District	R-1	R-2	R-3	R-12	C-1	C-2	I-1	MHO ¹¹
Minimum Lot Area (sq. Ft.)	10,000 ^{2,7}	7,500 ^{1, 2,3,4,7}	5,445 ^{1,2,3,4,7}	7,500 ^{4,7, 8}	0	0	0	5,445 ^{1,2,3,4,7}
Minimum Lot Width(ft.)	100	75	75	75	0	50	0	75
Minimum Front Yard (ft.)	30	30	30	30	0	0	0	30
Major Thoroughfare	30	30	30	30 ⁵	0	60	35 ⁵	30
Minor Thoroughfare	30	30	30	30 ⁵	0	25 ⁵	35 ⁵	30
With Parking in Front	-	-	-	-	-	60	-	-
Without Parking in Front	-	-	-	-	-	40	-	-
Minimum Side Yard (ft.) Abutting Residential District	10	10 ⁶	10 ⁶	10 ⁶	0	30	40	10 ⁶
Minimum Side Yard (ft.) Abutting Commercial or Industrial District	10	10 ⁶	10 ⁶	10 ⁶	0	0	40	10 ⁶
Minimum Rear Yard (ft.) Abutting Residential District	10	10 ⁶	10 ⁶	10 ⁶	0	30	40	10 ⁶
Minimum Rear Yard (ft.) Abutting Commercial or Industrial District	10	10 ⁶	10 ⁶	10 ⁶	0	0	40	10 ⁶
Height Limit (ft.)	35	35	35	45 and no more than 3 stories	Note 10	75	75	18
Buffer if Abutting a Residential District (ft.)	0	0	0	20	Note 9	20	20	0

The following notes apply to the Table of Dimensional Requirements set out above:

Town of Weaverville, North Carolina

Staff Report: Technical Change,

Table of Dimensional Requirements

Prepared January, 2023

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

See sections on dwelling setbacks (Code section 20-3208(h) and (i)), nonconforming lots (Code section 20-1602); and right-of-way (Code section 20-3208(b)).

Additional Notes corresponding to the table:

1. 10,000 square feet if no public sewerage is available.
2. 20,000 square feet if neither public water or sewerage is available.
3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available.
4. 10,000 additional square feet for each additional dwelling unit when public water and/or sewer is not available.
5. 40 feet if property directly across the right-of-way is zoned residential.
6. 15 feet for duplexes; 25 feet for all other multi-family dwelling units.
7. Additional square footage may be required by the authority having jurisdiction over private water and/or sewerage systems located on individual lots.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available.
9. Where a lot in the C-1 district abuts a residential district, either directly or across a street (on the side of the C-1 lot), and any use is hereafter established on the C-1 lot by the construction of a new building thereon or by the enlargement of an existing building on the C-1 lot which enlargement exceeds by 25 percent the floor area of the existing building, such building and such lot shall be screened from the lot in the residential district by a vegetative screen on the side of the building or lot facing the residential lot shall require screening. Exceptions to this buffering requirement in C-1 are as follows:
 - (a) These provisions shall not apply to any lot which is used for a use which would be permitted in the adjacent residentially zoned district.
 - (b) The vegetative screen required shall be omitted along the street where the C-1 lot fronts.
 - (c) The board of adjustment shall have the authority to alter or eliminate the required vegetative screen where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this section, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. Any such agreements shall be attached to the application for zoning permit and retained by the town.
10. In the C-1 district, every building or structure hereafter erected or structurally altered to exceed 35 feet in height, shall, above such 35-foot height, be set back from the front line of the property on which the building or structure is located on the ratio of one set back foot for each two-foot rise above such 35-foot height. In no case shall the height be greater than 57 feet (which would require a setback of 11 feet).

Where more than one-half of the street frontage in a particular street block is zoned residential and the remaining frontage on the same side of that street block is zoned C-1, the height regulations

Town of Weaverville, North Carolina
Staff Report: Technical Change,
Table of Dimensional Requirements

Prepared January, 2023

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

for the residential district shall apply to the lots zoned for commercial uses on that side of the street block.

- The dimensional standards for the MHO district only apply to manufactured homes. To the extent that a dimensional requirement for a manufactured home in the MHO district is inconsistent with the corresponding dimensional requirement of the underlying use district, the more restrictive dimensional requirement shall apply to that manufacture home.

Intent of Regulation Revision

Staff is seeking a conversation with the Board revolving around footnotes 3 and 8 which set the additional minimum lot area for zoning districts that permit multifamily residential units. These ratios are what set the density standard applicable to the particular residential zoning district. For example:

Zoning District	Min. Lot Area (1 unit)	Min. Lot Area (ad. Unit)	Units Per Acre (<u>1 acre</u>)
R-2	7,500 sq. ft.	5,000 sq. ft.	8
R-3	5,445 sq. ft.	5,000 sq. ft.	8
R-12	7,500 sq. ft.	3,280 sq. ft.	12

It has long been the understanding and interpretation that the R-2 and R-3 zoning districts will support 8 units per acre while the R-12 zoning district will support 12 units per acre. However, a more strict interpretation of the table will allow for more units per acre, especially on large parcels of land as the footnotes specifically read “for each additional dwelling unit.” For example:

Zoning District	Min. Lot Area (1 unit)	Min. Lot Area (ad. Unit)	Units Per Acre (<u>20 acres</u>)
R-2	7,500 sq. ft.	5,000 sq. ft.	8.7
R-3	5,445 sq. ft.	5,000 sq. ft.	8.7
R-12	7,500 sq. ft.	3,280 sq. ft.	13.2

Zoning District	Units at 1 Acre	Units at 20 Acres (12 units per acre)	Units at 20 Acres (Min. sq. ft. in Table)
R-12	12	240	264

If it is the intent of the land use regulations to permit only 8 units per acre in R-2 and R-3 and 12 units per acre in R-12 staff believes an amendment to the table of dimensional requirements is necessary as a challenge to this long held intent is unlikely to pass scrutiny. Again, if this is the intent, a simple amendment to footnotes 3 and 8 will solidify this intent. For example:

Town of Weaverville, North Carolina
Staff Report: Technical Change,
Table of Dimensional Requirements

Prepared January, 2023

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available not to exceed 8 units per acre.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available not to exceed 12 units per acre.



Town of Weaverville, North Carolina

Staff Report: Technical Change - Zoning Permit Required, Mapping Standards

Prepared March, 2023

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in October 2022, call for an ongoing review of zoning regulations. The goal of reviewing zoning regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months. It has been the practice of staff to bring forth technical changes when such necessary revisions to the zoning ordinance are desired.

Existing Ordinance, Zoning Permit Required

Sec. 20-3110. Zoning permit required.

A zoning permit shall be obtained from the zoning administrator before beginning any construction on any lot within the town's zoning jurisdiction. No lot shall be graded so as to alter its contour and no building or other structure shall be erected, moved, added to, or structurally altered prior to the issuance of said zoning permit. In no event will the zoning administrator approve any permit for the grading of any lot or the construction or alteration of any building if such building, or its intended use would be in violation of any of the provisions of this chapter, or if the contour of any lot would be altered or graded in violation of the screening and buffering requirements of this chapter.

- (a) *Application for permit.* All applications for zoning permits shall be accompanied by such information as the zoning administrator determines as needed for a full review of the request. The zoning administrator shall ensure that all applications are compliant with the applicable sections of this chapter prior to issuance of permit or transmittal to the decision-making board.
- (b) *Issuance of zoning permit.* Prior to issuing a zoning permit the zoning administrator shall first review the application and supporting documentation to determine compliance with all of the applicable requirements of this chapter. If the plans show that the proposed construction meets all of the requirements of this chapter the zoning administrator shall, prior to the issuance of the zoning permit, make an inspection of the site to determine that the actual location of all existing or proposed buildings or structures, parking areas, buffer strips etc. are located as shown on the plans. If the services of the town engineer or of a registered land surveyor are required to assure that the actual locations, on the ground, are as shown on the plans, the cost of this service shall be paid by the applicant prior to issuance of the zoning permit. Any such charges shall be in addition to the normal charges for such zoning permit. After the zoning administrator finds that the plans and on-site locations meet the requirements of this chapter, the administrator shall issue a zoning permit stating that the proposed construction, if built as located, meets the provisions of this chapter and that the applicant can apply for building and other permits. When reviewing proposed uses of land related to new commercial, industrial or multi-family residential development, or uses which require the issuance of or an amendment to a special use permit or the adoption of a conditional zoning district, the planning director shall coordinate an evaluation of the proposed development with a technical review committee consisting of members of individual municipal departments, including but not limited to the fire marshal and public works director or their designees, who may offer expertise on the proposed development. The technical review committee shall offer an opinion on the proposed development to the planning board and town council

Town of Weaverville, North Carolina

Staff Report: Technical Change - Zoning Permit Required, Mapping Standards

Prepared March, 2023

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

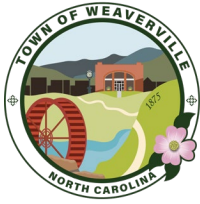
based upon the committee's findings or compliance with various sections of municipal ordinance and relevant federal and state laws, rules and regulations.

While it may be obvious that a proposed building or structure to be located on a large tract of land meets the setback requirements by simple observation, actual field measurements would be required to determine compliance on a typical residential lot. All such measurements must be made from actual property or right-of-way lines using property corner or right-of-way markers. It may be assumed that the paved portion of any street or alley is in the center of the right-of-way for this purpose only if the right-of-way of record cannot be otherwise established by actual surveys.

- (c) *County permits required.* After the zoning permit is approved and issued, the applicant shall apply to the Buncombe County Permits and Inspections Department, or any successor thereto, for building, plumbing, electrical or other required permits. If such permits are not issued within 60 days after issuance of the zoning permit, the zoning permit shall become invalid.
- (d) *Construction progress.* If no substantial construction progress has been made within 180 calendar days of the date of the issuance of the zoning permit, or if work is suspended for 365 calendar days, the zoning permit shall become invalid; provided, however, the zoning administrator may extend the time for substantial construction progress to be made by up to 180 calendar days, for good cause shown. This provision shall not be applicable, however, for time periods for projects in conditional districts, which shall be governed by Code section 3203 or special use permits, which shall be governed by Code section 20-3204.

Intent of Regulation Revision

Under current regulations the zoning administrator has the authority to require information in order to establish code compliance. For large development approvals, such as multifamily or commercial proposals, information substantially similar to major subdivisions is required in order to ensure compliance with various sections of town ordinance and relevant federal and state laws, rules and regulations. A direct link to the mapping standards contained within Part II Subdivision Regulations is desired in order to remove the discretion of staff and provide a list for developers to follow for information to be provided.



March 2023

NC Division of Water Resources Commendation for Weaverville Water Treatment Plant

Please review the following press release, which can also be found here: <https://deq.nc.gov/news/press-releases/2022/09/13/north-carolina-honors-66-drinking-water-treatment-plants-awop-awards> . This is the most recent press release (these awards are released a year behind) and we expect to see the Town receive the award again for 2022.

RALEIGH: The N.C. Division of Water Resources has honored 66 water treatment plants for surpassing federal and state drinking water standards in 2021. The division's [Public Water Supply Section](#) awarded the facilities the **prestigious N.C. Area Wide Optimization Award**, which is part of a state effort to enhance the performance of existing surface water treatment facilities.

For 2021, the state **recognized 16 facilities with the "Gold Star" honor, which is an award for systems that have received the N.C. Area Wide Optimization Award for 10 or more consecutive years.** They are:

- Broad River Water Authority Water Treatment Plant
- Cape Fear Public Utility – Wilmington – Sweeney Water Treatment Plant
- Cary/Apex Water Treatment Plant
- City of Cherryville Water Treatment Plant
- City of Eden - Robert A. Harris Water Treatment Plant
- City of Lincolnton Water Treatment Plant
- City of Marion Water Treatment Plant
- City of Newton Water Treatment Plant
- City of Waynesville - Allens Creek Water Treatment Plant
- Harnett County Water Treatment Plant
- Kerr Lake Regional Water System
- Maggie Valley Sanitary District Water Treatment Plant
- Town of Boone Water Treatment Plant
- Town of Burnsville Water Treatment Plant
- **Town of Weaverville - Ivy River Water Treatment Plant**
- Town of Wilkesboro Water Filtration Plant

Awards are given each year to water systems that demonstrate outstanding turbidity removal, a key test of drinking water quality. Turbidity is a measure of the cloudiness or haziness of water caused by individual particles that can interfere with disinfection and provide a medium for microbial growth. Microbes are microscopic particles that occur naturally but can include harmful bacteria and viruses.

While all drinking water systems must meet strict state and federal drinking water standards, these systems met performance goals that are significantly more stringent than state and federal standards. In 2021, nearly 2.8 million North Carolina residents were served by these award-winning plants.

Audio System Improvements

We continue to wait for the TSA to receive the ordered equipment we need for making improvements to our audio system in Council Chambers. This project has been affected by supply-chain issues similar to other areas.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 27, 2023

SUBJECT: Annexation Agreement with Woodfin – +/-192 Acres on Elk Mountain Scenic Hwy and Mundy Cove Road

PRESENTER: Town Manager

ATTACHMENTS: Map Showing Area
Proposed Annexation Agreement Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

In February of 2021 the Town of Weaverville and the Town of Woodfin both approved annexation agreement that designated certain annexation areas with a focus on properties that are contiguous to current primary municipal borders. This agreement did not address two parcels near the Sourwood Inn property that is located at 810 Elk Mountain Scenic Highway.

The Town of Woodfin has received a voluntary annexation petition for the Sourwood Inn property and an adjoining property, both of which combine to total approximately 192 acres. The attached map shows the area and the respective current municipal borders.

Woodfin needs a formal annexation agreement with the Town of Weaverville before this voluntary annexation petition can go forward. Woodfin has requested that Weaverville consider taking such action and a proposed annexation agreement ordinance is attached for Town Council's consideration.

A public hearing must be advertised and held prior to taking any action concerning an annexation agreement. Therefore, should the Town of Weaverville wish to adopt the annexation agreement, it is suggested that a public hearing be set for April 24, 2023, at 6pm on the matter.

The Town Manager and Town Attorney will be at tonight's meeting to answer any questions that Town Council may have on this request.

COUNCIL ACTION REQUESTED:

Town Council is asked to set a public hearing for April 24, 2023, at 6 pm in the Community Room/Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC, for the purpose of providing an opportunity for the public to provide comment to Town Council on the proposed annexation agreement.

ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF WOODFIN AND THE TOWN OF WEAVERVILLE DESIGNATING A NON-CONTIGUOUS AREA AS NOT SUBJECT TO ANNEXATION BY THE TOWN OF WEAVERVILLE

WHEREAS, the Town of Woodfin has received petitions to voluntarily annex a 196.52 acres of property located in Buncombe County that is non-contiguous to the primary corporate limits of both the Town of Woodfin and the Town of Weaverville in accordance with the provisions of N.C.G.S. 160A-58.1; and;

WHEREAS, it has been determined that the property for which annexation is requested is closer to the primary corporate limits of the Town of Weaverville than it is to the primary corporate limits of the Town of Woodfin and therefore, does not meet the standard set out in N.C.G.S. 160A-58.1(b)(2) which is one of the standards required in order for a non-contiguous area to be annexed; and

WHEREAS, a city/town may annex a non-contiguous area that does not meet the standard set out in subdivision (b)(2) referenced above, if the city/town has entered into an annexation agreement with the city/town whose corporate limits are closer to the area proposed to be annexed and the agreement states that the other city will not annex the area; and

WHEREAS, Woodfin and Weaverville have determined that they would like to enter into an Annexation Agreement in accordance with N.C.G.S. 160A-58.23 concerning the annexation of the property described herein in order to facilitate efficient growth and land use planning; and

WHEREAS, the Town of Woodfin is also holding a public hearing on April 11, 2023 to adopt an ordinance to approve an annexation Agreement with the City according to the terms and conditions referenced herein; and

WHEREAS, in order to be valid, Annexation Agreements require approval by ordinance of the governing board and execution by the mayor of each municipality;

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

Section 1. An Annexation Agreement between the Town of Weaverville and the Town of Woodfin is hereby approved subject to the following terms and conditions:

1. Annexation area. The proposed annexation area (herein "Annexation Area") to which this Agreement shall apply is a non-contiguous, 196.52 +/- acres of property located at 810 Elk Mountain Scenic Highway (2 parcels) and 99999 Mundy Cove Rd. (2 parcels) and identified in the Buncombe County tax records as PINs 9761-06-4543, 9751-97-3287, 9751-97-3475, and 9751-97-5245 which is shown on the map attached hereto and incorporated herein as Exhibit A (Map showing both corporate limits) and more particularly described in Exhibit B (Legal Description) attached hereto and incorporated herein by reference.
2. Agreement not to Annex. The Town of Weaverville agrees not to commence any annexation procedure, nor adopt any annexation ordinance the purpose of which is to annex any portion of or all of that Annexation area described above.
3. Term. The term of the Agreement shall be for twenty (20) years.

4. Waiver of Notice. The Town of Weaverville agrees to waive the requisite 60-day notice of proposed annexation of the Annexation Area by the Town of Woodfin as allowed by N.C.G.S. 160A-58.24(5).

Section 2. If any provisions of this Ordinance are for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, independent provision and such holding shall not affect the validity of any other provision thereof, and to that end, the provisions of this Ordinance are hereby declared to be severable.

Section 3. This Ordinance shall be effective on this ____ day of _____, 2023.

Patrick Fitzsimmons, Mayor

ATTEST:

APPROVED AS TO FORM:

James Eller, Town Clerk

Jennifer Jackson, Town Attorney

STATE OF NORTH CAROLINA

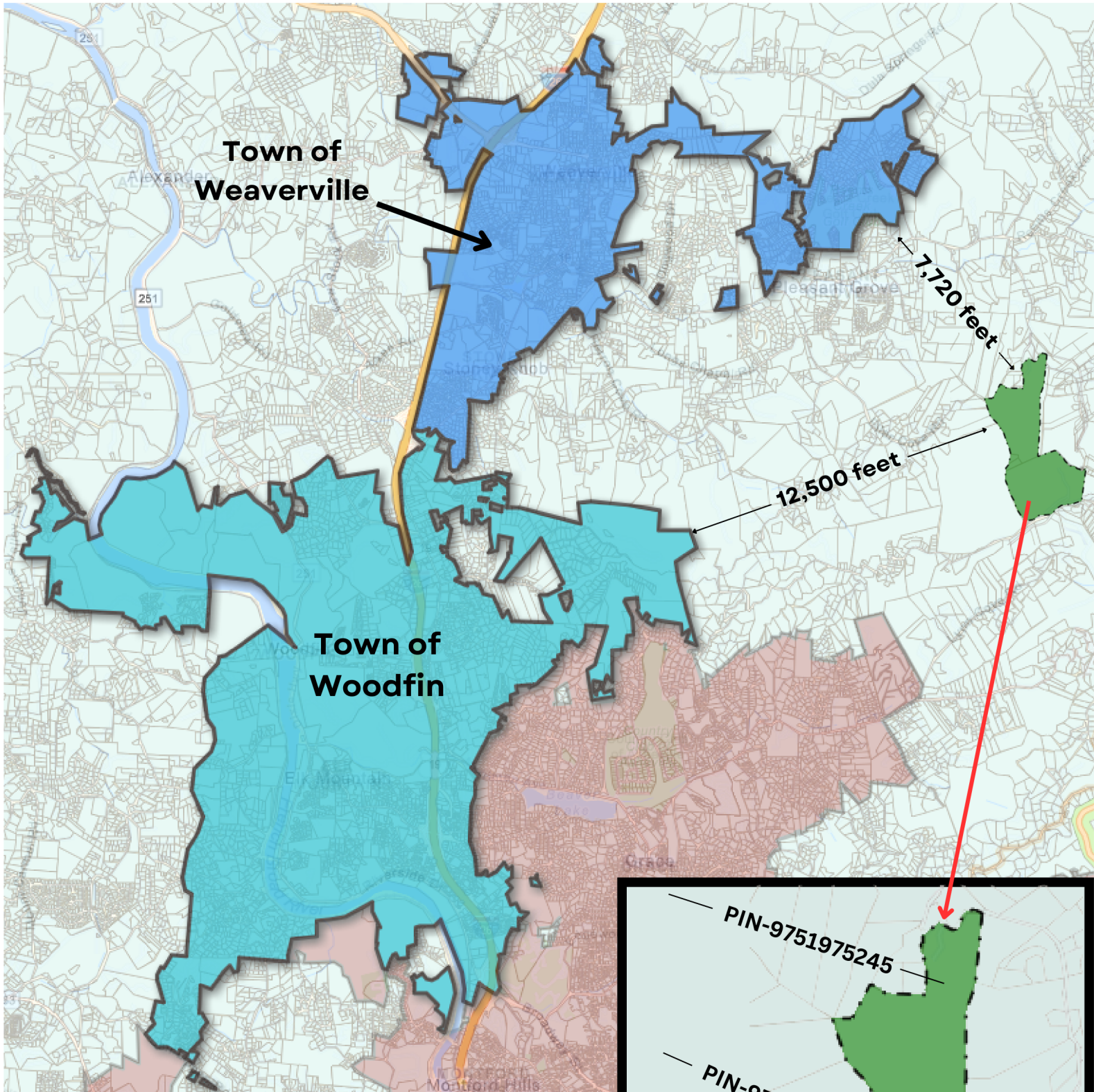
BUNCOMBE COUNTY

I, _____, a Notary Public of Buncombe County, North Carolina, certify that JAMES ELLER personally came before me this day and acknowledged that he is the Town Clerk of the Town of Weaverville, a municipal corporation, and that by authority duly given, the foregoing instrument was signed in its name by Patrick Fitzsimmons, Mayor of the Town of Weaverville, and attested by himself as the Town Clerk.

Witness my hand and official seal, this the ____ day of _____, 2023.

Notary Public
My commission expires:
[Notary Seal]

Elk Mountain Scenic Hwy/Mundy Cove Rd. Annexation EXHIBIT A



SUBJECT PROPERTIES

EXHIBIT "B"

Known as 810 Elk Mountain Scenic Highway, Asheville, NC:

TRACT 1:

Being all that 93.502 acre parcel on the north side of Elk Mountain Scenic Highway described in a deed from May Louise Swift Mantle, et. al., to Nathan L. Burkhardt and wife, Anne M. Burkhardt recorded August 25, 1987 in a Deed Book 1488 page 607 and shown on plat recorded in Plat Book 55 at page 47, Buncombe County Registry.

TRACT 2:

BEGINNING at a 10-inch locust post at a fence corner, Beginning corner of that certain tract or parcel of land described in deed recorded in Deed Book 277, Page 406, said post being located at the southwest corner of that certain tract or parcel of land shown on plat recorded in Plat Book 55, Page 47, Buncombe County Registry and proceeding thence with the line of property shewn on said plat South 88°04'42" East 204.09 feet to an iron pin; South 88°57'23" East 150.48 feet to a 26-inch birch on a large rock at an old wire fence; North 55°47'12" East 321.86 feet to an iron pin; North 66°49'18" East 507.15 feet to an iron pin; South 35°59'59" East (crossing an old road grade) 159.54 feet to an iron pin; South 35°59'59" East 20.00 feet to a point in the centerline of Elk Mountain Scenic Highway; thence with the centerline of Elk Mountain Scenic Highway South 54°21'57" West 101.34 feet to a point; a curve to the left with a radius of 327.89 feet, an arc length of 73.77 feet to a point located South 47°55'14" West 73.61; thence with the centerline of an old soil road bed South 63°13'09" West 66.28 feet to a point; South 77°21'01" West 21.34 feet to a point; South 80°11'14" West 37.93 feet to a point; South 85°34'01" West 27.17 feet to a point North 88°23'51" West 31.36 feet to a point; North 79°04'58 West 39.53 feet to a point; North 79°03'26" West 27.71 feet to a point; South 89 34 46 West 28.15 feet to a point; South 82 47 30 West 49.73 feet to a point; South 83 56'12" West 35.99 feet to a point; South 76°33'56" West 100.75 feet to a point; South 70°25'26" West 37.25 feet to a point; South 64°29'55" West 39.66 feet to a point; South 54°29'24" West 43.91 feet to a point; South 52°32'08" West 41.10 feet to a point; South 64°20'27" West 30.94 feet to a point; South 73°22'46" West 27.57 feet to a point; South 84°02'24" West 24.58 feet to a point; South 88°45'49" West 66.22 feet to a point; North 83°19'33" West 27.09 feet to a point; North 68°33'17" West 25.96 feet to a point; North 84°29'46 West 29.98 feet to a point; North 86°28'00" West 39.87 feet to a point; South 67 32'11" West 35.09 feet to a point in the line of the Weaverville Watershed, Eller Cove property; thence with the line of said property North 32°07'49" West 141.98 feet to the point and place of BEGINNING, containing 3.652 acres more or less and being more particularly shown on that certain plat or map entitled "Dr. Nathan Burkhardt" dated May 15, 1991 prepared by Gerald W. Stevenson, R.L.S.

Being all of Deed from Carroll James Short and wife, Bobbie Y. Short dated June 13, 1991 and recorded in Deed Book 1654 page 156.

TRACT 3:

BEGINNING at an iron pin in cap set in the center of an old road bed in a mound of stones

with an 8" forked chestnut oak located South 75° West 14.9 feet and a 3" locust located south 30° East 5.7 feet, said iron pin being located at the northern common corner of the property of Dr. Nathan Burkhardt described as Tract No. 8 in deed recorded in Deed Book 503, Page 488, and the property of Douglas and Mary Bradley described in deed recorded in Deed Book 1046, Page 95, Buncombe County Registry; thence with the common line of Burkhardt and Bradley south 00° 00' 00" West 363.00 feet to a bolt set in a rock with a 10" black tupelo located South 66° East 7.3 feet, an 8" sourwood located South 60° West 6.8 feet, and a branch located South 50° West 10 feet; thence North 47° 00' 00" East 817.24 feet to an iron pin in cap set in the center of an old soil road bed on top of the ridge with a 10" red oak located North 80° East 18.2 feet, a 12" white oak located North 43° East 13.9 feet and a 6" sourwood located South 8° East 28 feet, said pin being located at the northern common corner of property of Dr. Nathan Burkhardt described as Tract No. 5 in deed recorded in Deed Book 503, Page 448, and the Bradley property described above; thence a new line south 71° 59' 12" west 628.50 feet to the point and place of BEGINNING, containing 2.49 acres, more or less, and being more particularly shown on that certain plat or map entitled Dr. Nathan Burkhardt, dated August 8, 1987 and revised July 17, 1992, prepared by Webb A. Morgan, R.L.S. as Map L-207.

Being all of Deed from Douglas L Bradley and wife, Mary M. Bradley dated June 2, 1993 and recorded in Deed Book 1747 page 300, also deed recorded in Deed Book 1800 page 654.

TRACT 4:

Being the western one-half acre of Lot 1 shown on Buncombe County Plat Book 60 at page 40, being a tract of .5 acres per Webb Morgan & Associates, and being more particularly described as follows: Beginning at a stake in the right of way of Elk Mountain Scenic Highway, which stake stands North 35 deg. East 32.3 feet from the northwest corner of Tract B shown on Plat Book 57 at page 194, and which beginning stake is the westernmost corner of said Lot 1 and running with the north line thereof and with the centerline of a roadway the following eleven courses and distances, to wit: North 35 deg. East 86.09 feet to a stake, North 41 deg. 36 min. East 23.18 feet to a stake, North 51 deg. 7 min. 31 sec. East 26.34 feet to a stake, North 57 deg. 14 min. 6 sec. East 113.05 feet to a stake, North 65 deg. 43 min. 9 sec. East 112.19 feet to a stake, North 69 deg. 31 min. 9 sec. East 32.76 feet to a stake, North 77 deg. 42 min. 5 sec. East 38.43 feet to a stake, South 84 deg. 13 min. 1 sec. East 31.4 feet to a stake, South 76 deg. 1 min. 13 sec. East 52.61 feet to a stake, South 89 deg. 6 min. 9 sec. East 34.79 feet to a stake and North 76 deg. 45 min. 32 sec. East 13.75 feet to a point; thence leaving said north line and running a new line, South 10 deg. 6 min. 33 sec. East 33.89 feet to a point in the center of Elk Mountain Scenic Highway; thence with said center of said Highway in a westerly direction to the Beginning. Excepting and reserving from the foregoing unto the Grantor, for the benefit of Lots 1, 2, and 3 shown on Plat Book 60 at page 40, a non-exclusive right of way for ingress, egress and regress over and across all portions of the said roadway shown on Plat Book 60 at page 40 included with the above, which roadway lies within the old road bed, as it is shown on said Plat extending eastwardly from its intersection with the centerline of Elk Mountain Scenic Highway, together with the right to maintain said roadway.

Being all of Deed from Susan Doloboff DiChiara and husband, James DiChiara dated March 28, 1994, and recorded in Deed Book 1791 page 3.

TRACTS 1 through 4 are also all of the property as conveyed by deed recorded in Book 2067, at Page 767 and as subsequently conveyed to the Sourwood Inn, LLC by deed recorded in Deed Book 2203, at page 567 of said Registry.

Known as 99999 Mundy Cove Road, Asheville, NC:

TRACT 1 – 1.9 Acres – 9751-97-3287

BEGINNING at a #5 rebar found in the fence line at the top of Williamson Ridge, and being the northwestern most corner of the Sourwood Inn LLC property (Deed Book 2203, Page 567, Buncombe County Registry) shown in Plat Book 55, Page 47 (Buncombe County Registry), and running from said point of Beginning N. 07° 35' 10" 21.00 feet to a calculated point; thence N. 29° 04' 55" 127.28 feet to a 26" Chestnut Oak in the fence line at the top of the ridge; thence N. 15° 05' 03" E. 83.05 feet to a rebar with ID cap set, the southwestern corner of Lot 1 (Plat Book 106, Page 46, Buncombe County Registry); thence with the southern line of Lot 1 N. 62° 11' 49" E. 364.87 feet to a rebar with ID cap set, the southeastern corner of Lot 1; thence S. 35° 29' 10" E. 203.09 feet to a rebar with ID cap set; thence with the northern line of Sourwood Inn LLC S. 67° 36' 38" W. 569.85 feet to the point and place of BEGINNING, and BEING all of Lot 2, containing 1.896 acres, more or less, as shown on plat thereof recorded in Plat Book 106, Page 46, Buncombe County Public Registry.

AND BEING all of that property described in that deed recorded in Deed Book 4593, at Page 1584 in the Buncombe County Register of Deeds.

TRACT 2 – 1.25 Acres – 9751-97-3475

BEGINNING at a rebar with ID cap set, the northwest corner of Lot 2 (Plat Book 106, Page 46, Buncombe County Registry), and running from said rebar set N. 15° 05' 03" E. 245.85 feet to a #4 rebar found at the top of the ridge in fence line; thence with the fence line N. 13° 28' 55" W. 58.18 feet to a rebar with ID cap set; thence S. 88° 02' 05" E. 257.51 feet to a rebar with ID cap set; thence S. 07° 25' 22" 115.90 feet to a rebar with ID cap set, the northeast corner of Lot 2 (Plat Book 106, Page 46, Buncombe County Registry); thence with the northern line of Lot 2, S. 62° 11' 49" W. 364.87 feet to the point and place of BEGINNING, and BEING all of Lot 1, containing 1.250 acres, more or less, as shown on a plat thereof recorded in Plat Book 106, Page 46, Buncombe County Public Registry.

AND BEING all of that property described in that deed recorded in Deed Book 4377, at Page 652 in the Buncombe County Register of Deeds.

TRACT 3 – 93 Acres – 9751-97-5245

BEGINNING at a point which is the terminus of the 7th call of Deed Book 1680, Page 62, Buncombe County, North Carolina Registry, and the terminus of the 8" call of Deed Book 1434, Page 366; thence North 10 deg. 34 min. 28 sec. East 57.51 feet to a point; thence North 07 deg. 9 min. 23 sec. West 54.06 feet to a point; thence North 01 deg. 07 min. 09 sec. East 21.71 feet to a point; thence on curve to the left with a delta of 67 deg. 26 min. 1 sec. and a radius of 85.00 and a length 100.04 feet; North 72 deg. 53 min. 30 sec. East 94.37 feet to a point; thence North 39 deg. 10 min. 30 sec. East 109 .00 feet to a point; thence. on a curve to the right with a delta of 84 deg. 6 min. 0 sec. a radius of 87.59 and a length of 128.56 feet North 81 deg. 13 min. 30 sec. East 117.33 feet to a point; thence South 56 deg. 43 min. 30 sec. East 99.85 feet to a point; thence on a curve to the left with a delta of 106 deg. 21 min. 29 sec. a radius of 107.06 and a length of 198.73 feet North 70 deg. 05 min. 45 sec. East 171.40 feet to a point; thence North 16 deg. 55 min. 00 sec. East 94.21 feet to a point; thence on a curve to the right with a delta of 72 deg. 47 min. 44 sec. and a radius of 127.51 and a length of 162.00 feet; North 53 deg. 18 min. 52 sec. East 151.32 feet to a point; thence North 89 deg. 42 min. 44 sec. East 83.15 feet to a point; thence South 81 deg. 54 min. 23 sec. East 75.06 feet to a point; thence South 76 deg. 37 min. 59 sec. East 22.85 feet to a point; thence with the property of Deed Book 1826, Page 208, South 05 deg. 54 min. 11 sec. West 38.29 feet to a point; thence South 05 deg. 54 min. 11 sec. West 200.63 feet to a point; thence South 05 deg. 53 min. 48 sec. West 100.00 feet to a point; thence South 05 deg. 50 min. 25 sec. West.199.84 feet to a point; thence South 05 deg. 55 min. 47 sec. West 150.20 feet to a point; thence South 05 deg. 52 min. 18 sec. West 150.08 feet to a point; thence South 05 deg. 52 min. 45 sec. West 166.98 feet to a point; thence with property of Deed Book 1455, page 493, South 21 deg. 10 min. 06 sec. West 156.56 feet to a point; thence South 24 deg. 13 min. 52 West 144.56 feet to a point; thence South 18 deg. 25 min. 53 sec. West 34.40 feet to a point; thence South 04 deg. 36 min. 45 sec. West 165.39 feet to a point; thence South 03 deg. 12 min. 45 sec. West 89.78 feet to a point; thence South 01 deg. 31 min. 01 sec. East 300.72 feet to a point; thence with the property of Deed Book 1046, Page 95, South 01 deg. 32 min. 56 sec. West 1542.06 feet to a point; thence with the property of Deed Book 1488, page 607, South 67 deg. 36 min. 38 sec. West 1184.94 feet to a point; thence with the property of the Town of Weaverville Water Shed North 07 deg. 24 min. 51 sec. East 20.41 feet to a point; thence North 29 deg. 05 min. 09 sec. East 128.32 feet to a point; thence North 14 deg. 58 min. 19 sec. East 328.50 feet to a point; thence North 13 deg. 28 min. 55 sec. West 317.12 feet to a point; thence North 20 deg. 32 min. 35 sec. West 170.89 feet to a point; thence North 21 deg. 07 min. 22 sec. West 414.64 feet to a point; thence North 38 deg. 44 min. 26 sec. West 336.23 feet to a point; thence North 47 deg. 39 min. 25 sec. West 289.06 feet to a point; thence North 12 deg. 44 min. 12 sec. West 18.57 feet to a point; thence North 19 deg. 36 min. 09 sec. West 112.88 feet to a point; thence North 06 deg. 59 sec. 50 sec. West 85.72 feet to a point; thence North 05 deg. 39 min. 58 sec. West 73.36 feet to a point; thence North 18 deg. 24 min. 04 sec. West 348.58 feet to a point; thence with the property of Deed Book 1676, Page 300 and Deed Book 1434, Page 366, North 71 deg. 31 min. 52 sec. East 288.78 feet to a point; thence North 29 deg. 23 min. 16 sec. East 709.26 feet to a point; thence North 47 deg. 56 min. 26 sec. East 450.45 feet to a point; thence North 81 deg. 55 min. 22 sec. East 299.01 feet to the place and point of said BEGINNING. Being and containing all of 106.35 acres, more or less.

THERE IS EXCEPTED HEREFROM AND NOT CONVEYED HEREWITH THE FOLLOWING DESCRIBED TRACT:

ALL OF THAT PROPERTY DESCRIBED IN A DEED FROM CANYON CREEK ESTATES, LLC TO JEROME GOLDBY RECORDED IN DEED BOOK 2339 AT PAGE 4 IN THE BUNCOMBE COUNTY REGISTRY, FURTHER DESCRIBED AS TRACT 4 AND CONTAINING 10.584 ACRES.

9.324 ACRES OF THE GOLDBY PROPERTY IS A PORTION OF THE 106.35 ACRE TRACT DESCRIBED ABOVE.

THERE IS ALSO EXCEPTED HEREFROM AND NOT CONVEYED HEREWITH THE FOLLOWING DESCRIBED TRACT:

BEGINNING at a #4 rebar found in the fence line at the top of Williamson Ridge being the Northwest most corner of Plat Book 55 at Page 47 in the Buncombe County Registry and the southwest corner of the 106.35 acres described above; thence with the Weaverville Watershed and the western boundary of the tract described above four (4) calls as follows North 09 deg. 28 min. 55 sec. East 20.41 feet to a fence corner at the top of Williamson Ridge; thence North 31 deg. 09 min. 13 sec. East 128.32 feet to a 24 inch chestnut oak in fence line in top of ridge and a corner of the 106.35 acre tract; thence North 17 deg. 02 min. 23 sec. East 328.50 feet to a #4 rebar found at top of ridge in fence line; thence North 11 deg. 24 min. 51 sec. West 58.17 feet to a stake, said stake standing South 11 deg. 24 min. 51 sec. East 258.95 feet from a #4 rebar found at top of ridge in a fence line; running thence from said stake South 86 deg. 00 min. 41 sec. East 257.46 feet to a stake; thence South 05 deg. 23 min. 59 sec. East 115.90 feet to a stake; thence South 33 deg. 26 min. 00 sec. East 203.52 feet to a stake in the Southernmost boundary of the 106.35 acre tract and the Northern boundary of the property found in Plat Book 55, Page 47, now or formerly owned by Burkhardt; thence South 69 deg. 40 min. 42 sec. West 569 .85 feet to the #4 rebar and point of BEGINNING. Containing 3.146 acres.

THE PORTION OF THE 106.35 ACRE TRACT ABOVE THAT IS DESCRIBED IN PLAT BOOK 76 AT PAGE 171 IS SUBJECT TO THE RESTRICTIVE COVENANTS MORE FULLY DESCRIBED IN DEED BOOK 2416 AT PAGE 369 IN THE BUNCOMBE COUNTY REGISTRY.

Being all of the same land described in a deed from Paragon WNC, LLC, a North Carolina Limited Liability Company to AAHCS, LLC, a Florida Limited Liability Company, and JAMS 401, LLC, a Florida Limited Liability Company, dated April 28, 2006, and recorded in the office of the Register of Deeds for Buncombe County in Document Book 4217, page 575.

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 27, 2023
Subject: Staff Recommendation for Annual American Rescue Plan Act (ARPA) Reporting
Presenter: Town Finance Director
Attachments: None

Description/Summary of Request:

As previously reported, the Town has received \$1,283,294 in funding from the American Rescue Plan Act (ARPA). These funds are currently accounted for in a grant project ordinance that Town Council adopted on July 27, 2021, and must be encumbered not later than December 31, 2024, and spent not later than December 31, 2026.

When the U.S. Treasury Department released the Final Rule in January 2022, perhaps the biggest change was to give local governments the option to elect a standard allowance of up to \$10M for revenue replacement. As previously discussed, revenue replacement funds may be spent on almost any expenditure authorized by state law. This greatly expanded the eligible uses while also simplifying the reporting process for small jurisdictions like the Town.

Recent guidance from the NC School of Government and the NC League of Municipalities has suggested ways to use the revenue replacement option to simplify the reporting process, while avoiding costs of additional auditing and compliance. Advantages of choosing the revenue replacement option include:

- Avoiding a Single Audit (which costs on average \$3,000 - \$5,000)
- Avoiding federal procurement requirements and other compliance
- Ability to use the funds on any authorized expenditure the Town chooses
- Freedom from time constraints and deadlines

Annual reporting is due each year on April 30th until all the funds are spent. For the report due on April 30, 2023 the Town must elect whether or not to use the standard allowance and revenue replacement option.

Town Manager and Finance Director recommend that the revenue replacement option be chosen as it is the easiest, least costly, and most efficient option. Town staff will be at the meeting to discuss the options for the upcoming annual report due next month.

Action Requested:

Town Council discussion and action to elect the standard allowance and revenue replacement for reporting purposes. Town Council is then encouraged to schedule a time, either during budget deliberations or afterwards, to develop a spending plan on these funds.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: March 27, 2023
Subject: Public Works & Water Department Quarterly Report
Presenter: Dale Pennell, Public Works Director
Attachments: Quarterly Report (December 2022 – March 2023)

Description:

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

Action Requested: None.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET

DEC 2022 - FEB 2023

WATER MAINTENANCE DIVISION:

	Dec-22	Jan-23	Feb-23	3 month average
Water Leaks Repaired	2	2	1	2
New Water Taps	0	3	2	2
Total Active Water Meters	3,204	3,203	3,216	3208
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	33	91	62	62
General Service Calls	86	129	88	101
Water Door Tags Delivered	32	32	11	25
Water Line Locate Utility Service Calls (811)	104	131	140	125
Reservoir-Pump Station Site Checks	5	4	8	6

Palisades (95%) Palisades (95%) Palisades (95%)
 Shuford Rd (50%) Shuford Rd (95%)
 Coleman St (50%)

WATER PRODUCTION DIVISION:
(Gallons per month)

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

(daily average vs. 1.5 MGD plant capacity)

1B. Raw water used at the WTP

1C. Finished water Produced at WTP

2. Water Purchased from Asheville

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

3. Finish Water used at WTP

A2. TOTAL WATER AVAILABLE FOR SALES

B. TOTAL METERED FOR BILLING

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

D. Total Accounted For Water (3 + B + C)

E. TOTAL UNACCOUNTED (A1-D)

F. MONTHLY UNACCOUNTED WATER (E/AX100)

	Dec-22	Jan-23	Feb-23	3 month average
	20,141,000	18,783,000	16,387,000	18,437,000
	45%	40%	36%	41%
	1,185,000	939,000	902,000	1,008,667
	18,956,000	17,844,000	15,485,000	17,428,333
	0	0	0	0
	18,956,000	17,844,000	15,485,000	17,428,333
	682,416	642,384	557,460	627,420
	18,273,584	17,201,616	14,927,540	16,800,913
	13,901,700	14,456,500	13,717,100	14,025,100
	2,750,000	1,754,000	910,000	1,804,667
	17,334,116	16,852,884	15,184,560	16,457,187
	1,621,884	991,116	300,440	971,147
	8.6%	5.6%	1.9%	5.6%

WATER CAPACITY VS PRODUCTION:

(Gallons per day)

Water Plant Design Capacity

Average Daily Production

Total Water Production (A1 above) / 30 days in month

AVERAGE USE RELATIVE TO DESIGN CAPACITY

Current Water Commitments for future development

MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD

	Dec-22	Jan-23	Feb-23	3 month average
Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000
Average Daily Production	631,867	594,800	516,167	580,944
Total Water Production (A1 above) / 30 days in month	42.1%	39.7%	34.4%	38.7%
Current Water Commitments for future development	364,174	406,574	448,974	406,574
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD	66.4%	66.8%	64.3%	65.8%

STREETS DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed

Roads paved

	Dec-22	Jan-23	Feb-23	3 month average
Street/Sidewalk/Drainage /Sign Repairs Completed	1	4	4	3
Roads paved	na	na	na	na

GROUNDS MAINTENANCE DIVISION:

P&R Special Projects/Repairs Completed

	Dec-22	Jan-23	Feb-23	3 month average
P&R Special Projects/Repairs Completed	0	3	2	2

SANITATION DIVISION:

	Dec-22	Jan-23	Feb-23	3 month average
Residential Collection Points	2234	2237	2244	2238
Monthly Residential Collections (4/month)	8936	8948	8976	8953
Business Pick Ups	80	80	80	80
Business Pick Ups (4/month)	320	320	320	320
Residential Set-Outs	99	103	105	103
Residential Set-Outs (4/month)	404	412	420	412
TOTAL points picked up per month	9660	9680	9716	9685
Total Tons to Landfill	118.1	132.76	111.7	120.85
Average Pounds Per Collection Point (per week)	24.5	27.4	23.0	25.0
Cubic Yards - Yard Debris	31.5	22.5	22.5	25.5
Cubic Yards - Brush Chipped	77	60.5	66.0	67.8
Cubic Yards - Leaf Collection	315	0	0	105

MISC

1. Approximately 1,500 Toter garbage cans were delivered during November and December, with billing in January.
2. Bidding of FY 22-23 Paving Project will be done in April with paving to follow; the preliminary list includes: Wildwood Knoll, Alabama Avenue, Wildwood Park, Birkdale Avenue, Courseview Drive, Roberts Street, Twin Courts Drive, Preston Court, and Central Avenue as well as replacement of various handicap ramps around the downtown area and installation of the handicap parking area at Lake Louise.
3. Plans for the Recreation Area are nearly complete with permitting and bidding in April. Staff from PW have trimmed tree limbs that were hazards.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by:

Dale Pennell, Public Works Director

REVISED 03-21-2023

Water Line Status (commitment expires date)	Project with current commitment	Address	Description	Number of Units	Gallons per Connection (GPD)	Projected Demand per NCDEQ standards (GPD)	Estimated Demand at 50 GPD/apt and 100 GPD/house
Construction (NA)	Stoney Knob Mixed Use Development	3 Garrison Road	2 buildings w 4 units/bldg	8	625	5,000	5,000
Construction (NA)	Fallsades at Reems Creek	Weaverville Highway	132 apartments + clubhouse	133	55100	55,100	6,650
Construction (3/6/2024)	16-18-20 Garrison	Garrison Branch Road	3 commercial buildings	1	14824	14,824	14,824
Construction (NA)	6,000 SF Retail at Northridge Corn	49 Northridge Commons Pkwy	1 commercial building	1	600	600	600
Pending (5/14/2023)	Ollie Weaver Apartments	60 Ollie Weaver Road	202 apartments + clubhouse	202	200-400	55,600	10,100
Pending (5-24-2023)	Pleasant Grove Townhouses	9 Pleasant Grove Road	54 townhouses	54	400	22,000	5,400
Pending (7/19/2023)	Clarks Chapel Subdivision	601 Clarks Chapel Road	13 homes	13	400	5,200	1,300
Pending (10/5/2024)	Monticello Family Apartments	171 Monticello Road	7 buildings + clubhouse	156	106@300 + 60@400	56,600	8,400
Pending (2/9/2024)	480 Reems Creek townhouses	480 Reems Creek Road	139 townhouses + clubhouse	139	400	55,600	13,900
Pending (3/8/2024)	Greenwood Park	Union Chapel Road	73 homes	73	400	29,200	7,300
			Subtotal Current Projects			299,724	73,474
on-going	Existing but not active meter sets						
on-going	Projected inside-town vacant land development (rev 8/27/2020)		157 open meter sets	157	250	39,250	15,700
on-going	Projected Outside-town-limit residential units			250	400	100,000	25,000
				25	400	10,000	2,500
			Subtotal On-going Projections			149,250	43,200
			Total Outstanding Commitments			448,974	116,674
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 (see note 3 below)	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed	Notes
Dec 2022 - Feb 2023	Dec 2022 - Feb 2023	(as of March 21, 2023)	(expired Oct. 20, 2015)				
580,944	32,371	448,974	(approved Nov. 15, 2022)	1,062,289	1,500,000	70.82%	see 1 below
580,994	32,371	116,674	0	730,039	1,500,000	48.67%	see 2 below
			0				
Outstanding Wtr Commitments 03-21-2023							
	Note 1. Chart uses only Dec - Feb usage data and NCDEQ projected flow for future commitments.						
	Note 2. Chart uses only Dec - Feb usage data with average actual demand for future commitments.						
	Note 3. Projections do not include any future flow to the Town of Mars Hill (estimated 200,000 GPD).						