

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

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

TOWN COUNCIL AGENDA
Monday, February 26, 2024
Regular Meeting at 6:00 pm

	Pg #	Presenter
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
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F. Annexation & Zoning – 6 Pleasant Grove Rd – Set PHs for 3/25/24 @ 6pm	32	
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5. Town Manager’s Report	60	Town Manager Coffey
6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
7. Discussion & Action Items		
A. Audit Contract Renewal	64	Finance Director Dozier
B. Annexation Petition – 75 Cole Road	65	Town Attorney Jackson
C. Resolution Supporting County Passive Recreation Lands Grant Application ...	73	Town Attorney Jackson
D. Waterline Easement Approval – Lakeway Circle	75	Public Works Dir. Pennell
E. Paving Contract Change Order – ADA Sidewalk Ramps	81	Public Works Dir. Pennell
F. Citizen Requested Code Amendments – Initial Consideration	84	Town Manager Coffey
G. Tree Board	85	Town Manager Coffey
H. Rules of Procedure – Meeting Cancellation	86	Town Attorney Jackson
I. Quarterly Report – Police	90	Police Chief Davis
J. Quarterly Report – Fire	95	Fire Chief Davis
8. Closed Session		Town Council
<i>NCGS § 143-318.11(a)(3) – To consult with the Town Attorney under attorney-client privilege;</i> <i>NCGS § 143-318.11(a)(5) – To establish or to instruct the public body’s staff or negotiating</i> <i>agents concerning the amount of compensation or other material terms of a proposed</i> <i>employment contract; and NCGS § 143-318.11(a)(6) – To consider the qualifications,</i> <i>competence, performance, character, fitness, conditions of appointment/employment of a public</i> <i>officer or employee</i>		
9. Adjournment		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest 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 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, unless technical issues prevent such access.

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided to inform the public that the **Weaverville Town Council regular monthly meeting 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_06_vIqimFUQ, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor

MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Tuesday, January 16, 2024**

The Town Council for the Town of Weaverville held its regular workshop meeting on January 16, 2024, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC, with remote access via Zoom.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice Mayor Catherine Cordell, and Councilmembers John Chase, Michele Wood, Peter McGuire and Dee Lawrence.

Excused absence: Councilmember Doug Jackson.

Staff members present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Public Works Director Dale Pennell, Water Treatment Plant Supervisor Randall Wilson, and Zoom Room Coordinator Lauren Ward. Town Clerk Tamara Mercer attended remotely.

1. Call to Order

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

2. Updates on Water Projects

A. Water Rate Study Update

Finance Director Dozier provided an update on the Water Rate Study currently being conducted by the engineering firm Withers Ravenel. The water rate study includes a draft 10-year Capital Improvement Plan (CIP) detailed in Table 1, with estimated costs totaling just under \$28M budgeted over the next 10 years. She explained that the Town has secured \$16M through grant funds and discussed the need for additional revenue sources to make up the difference. This water rate study is critical at this time due to the significant additional revenues needed. Director Dozier reviewed the operational expenses and debt service projections.

Director Dozier noted that the report included comparison research on nine other local jurisdictions and their water rates. The comparison charts included usages for these nine jurisdictions at both 3,000 and 4,000 gallons per month. It also included averages within 50 miles of the Town, 100 miles, and across the entire state of North Carolina, as reported by the NC Water and Wastewater Rate Dashboard. Director Dozier reviewed the five goals established at the beginning of the study and presented in the Town Manager's report at the November 20, 2023 meeting. The final water rate study report is expected to be presented to Town Council in the next few months.

Mayor Fitzsimmons reiterated that while all the goals satisfies Council's objectives, the simpler rate structure goal and implementing the Town's water conservation methods are a priority.

B. Woodfin Emergency Water Interlocal Agreement Update

Public Works Director Pennell provided an update regarding efforts to establish an interconnection with the Woodfin Water and Sewer Sanitary District for emergency water. He

indicated that the replacement of the Director and newly elected Board members have the discussions on hold at this time, but Town staff will continuing pursuing this.

C. Waterline Replacement Program Update

Mr. Pennell provided an overview of the waterline replacement program, and he reviewed the engineering design, survey, permitting and bidding schedule, which is expected to go out for bidding July of 2024. He reviewed the areas to be worked on and explained the size of the lines to be replaced. Manager Coffey noted that waterline replacement will be an ongoing and recurring project with funding requested annually for future phases.

D. Resiliency Project Update

Water Treatment Plant Supervisor Wilson explained the plan for the water resiliency project that involves the chlorine gas conversion and generator procurement and installation. The bidding is expected to advertise in March and structure construction in June, with an expected completion date of September or October of 2024. Mr. Wilson explained the increased capacity in the tanks, valve replacements, and reconfiguration of the drain lines. Phase II of the resiliency project consists of generator installation at the raw water intake and at the Water Treatment Plant and the related automatic transfer switches.

E. Water Treatment Plant Expansion Update

Mr. Wilson continued and said the full Water Treatment Plant (WTP) Expansion Project will double the Town's water capacity. Mr. Wilson said the Town currently has a 1.5 million gallon per day capacity which is planned to double to up to 3 million gallons per day. The Town is working with the State agencies on permitting and Mr. Wilson reviewed the timeline for engineering, design, and the bidding process and indicated a projected completion date of around June of 2026.

Mr. Wilson explained the handling of the river sediment and debris (sludge) resulting from the water treatment processes, and its storage and disposal that involves permits and changing regulations with MSD. Mr. Wilson noted the increasing costs of pressing and drying the sediment, hauling the sediment and landfill fees. He compared past expenses for sludge treatment from 2019 costs at approximately \$30,000, to 2023 cost of \$69,000. So the costs are increasing each year and are expected to continue to increase. Staff is requesting that a sludge drying process be added to the scope of the WTP Expansion Project so that the handling of the sludge can be done in-house with the result being beneficial soil that will be easier to dispose of at the end of the process.

Based on this information, Manager Coffey noted that Staff recommended that Council consider the addition of sludge treatment to the WTP Expansion scope, with action to be taken under Item 9 of this agenda.

3. Phase II Settling Basin Rehabilitation

Mr. Wilson discussed the existing settling basins and the need for maintenance, repairs, sealing, and resurfacing. He said extending the life of the basins require draining all the water,

which will take about 45-55 days, which can only be effectively accomplished after the WTP Expansion is brought online.

4. Future Water Projects and Capital Improvements Program

Director Pennell provided the draft Capital Improvement Plan (CIP) for future water capital improvements and highlighted the Town's water projects for the 10-year plan. Vehicle and equipment replacement and maintenance, the Public Works pump station upgrades, emergency generators, control valves and reservoirs upgrades were reviewed. Manager Coffey explained that the CIP is included in the water rate study, so the capital improvements and equipment replacements are included and projected into the budget.

In response to Vice Mayor Cordell's inquiry, Manager Coffey reviewed the enterprise fund for water and utilities which pays for itself and clarified that the CIP program is presented as separate in the budget.

5. Water Capacity Update

Director Pennell provided the details of the water capacity report and pointed out the increases in capacity usage rates since 2022. Mr. Pennell reviewed the approved commitments from current development projects, pending construction, on-going projects, and a summary of projected water demands. Included in the assessments were the recent annexations such as the November annexation of Northridge Farms. Northridge Farms will construct 578 dwelling units and he further reviewed the eleven projects allocated for future development and their completion timelines. He reiterated that the expected completion of Northridge Farms is 2030 so this may take four to five years to come on-line. By the time the projects are operational and require domestic water, the expansion at the Water Treatment Plant will be completed.

There are new impacts to the town from the NCDOT highway upgrades such as located at New Stock Road. The roadway improvements impact Woodfin Water District's water lines as well as Weaverville's, so improvements in this area, including the hoped for interconnection with Woodfin Water District. Mr. Pennell reiterated that although it is more complicated now, Town staff is currently working towards the emergency water.

Attorney Jackson said staff analysis is on-going for the water capacity limits and the annexation requests.

6. Future Mars Hill & Marshall Supplemental Water Allocations

Manager Coffey forecasted to Town Council that discussions will need to be held in the future with Mars Hill and Marshall over their supplemental water needs. Currently the Town just has an emergency water agreement with Mars Hill, but it is reasonable for those regional jurisdictions to request supplemental water from Weaverville as the expanded WTP comes online since they did support the legislative funding that was approved for the project. Intergovernmental agreements will need to be negotiated for this.

7. Council Discussion and Direction regarding Desired Procedure /Order for Water Allocations and Annexation Requests

Attorney Jackson was seeking some guidance on the timing of when Town Council would like water requests and annexation requests presented. She noted that typically developers are first asking for the water. Town Council has previously expressed a desire to receive both the water and annexation requests together or the annexation petition first.

Attorney Jackson recommends the Town assess the water requests as they are received by the Town, and provide that analysis to Council even if it is not accompanied by an annexation request. Town Council can condition the water allocation on annexation, as they have done on several recent occasions. Mayor Fitzsimmons agreed that we can continue to require the annexation condition on a case-by-case basis. There was general consensus to not delay the presentation of a water request based on a lack of an accompanying annexation petition.

8. Overview of Tentative Funding Plan for Water Treatment Plant Expansion

Director Dozier reviewed anticipated costs of the Resiliency Projects and the Water Treatment Plant Expansion Project which totals \$21.4M, as provided in the report overview. She listed the known funding sources totaling \$16.8M, the potential funding sources that can be used to make up the difference, and the required matched funding for anticipated grant funds.

Staff requests the Town Council to set a target balance for the water fund's Unrestricted Net Position. General Fund Balance is set at a 40% target balance but the water fund does not have a target balance. She explained that excess fund balance could be used on the water projects, with the option of the General Fund loaning money to the Water Fund.

The Town applied for another federal grant of \$4 million, which has a 25% match requirement. Director Dozier reviewed the water revenues sources including system development fees. There was a question-and-answer period on the match requirements, percentages, and allocations, contingencies and any possible interim financing options that may be needed.

9. Action Items:

A. Addition of sludge treatment and disposal to WTP scope

Upon agreement, Mayor Fitzsimmons stated there was general consensus to include the sedimentation sludge treatment and disposal to the scope of the Water Treatment Plant Expansion Project.

B. Direction on use of ARPA funds and Funding Plan

Manager Coffey stated that Town Council has previously designated the American Rescue Plan Act (ARPA) funds as revenue replacement which opens up the ultimate use of those funds for general fund or water fund projects. There was a consensus of Town Council that the freed-up ARPA funds be put towards the water projects.

Upon agreement, Mayor Fitzsimmons stated there was general consensus for using the ARPA labeled funds for the funding plan as presented.

C. Target percentage goal for Water Fund unrestricted net position

Manager Coffey noted the general fund balance has a target goal of 40% which is low.

Upon agreement, Mayor Fitzsimmons stated there was general consensus to set the Water Fund unrestricted net position target goal at 50% of total water fund expenditures.

10. Adjournment

There being no further business and without objection, Mayor Fitzsimmons declared the meeting adjourned at 7:07 p.m.

Attest:

Tamara Mercer, Town Clerk

MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, January 22, 2024**

The Town Council for the Town of Weaverville held its regular meeting on January 22, 2024, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC with remote access via Zoom.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice Mayor Catherine Cordell and Council members John Chase, Michele Wood, Peter McGuire and Dee Lawrence.

Excused Absence: Councilmember Doug Jackson

Staff members present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, Fire Chief Scottie Harris, Public Works Director Dale Pennell, Water Plant Supervisor Randall Wilson, and Zoom Room Coordinator Lauren Ward.

1. Call to Order

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

2. Public Hearing – Proposed Code Amendments-Ch. 2&20 - Places of Gatherings, Home Occupations, Fees in Lieu of Sidewalk Construction, Conservation Subdivisions

Attorney Jackson reviewed the proposed code amendments to Chapters 2 and 20 that addressed the following: Places of Gatherings, Home Occupations, Fees in Lieu of Sidewalk Construction, and Conservation Subdivisions. She stated that the proposed code amendments were duly advertised pursuant to general statute and were eligible to receive public comments.

Mayor Fitzsimmons declared the Public Hearing open.

Mr. Jeff McKenna of Weaverville said he is concerned about the fee in lieu of sidewalk construction and that the requests should be carefully considered. Should the construction of sidewalks by a developer be waived, he encourages the accounting of the fees be planned with NCDOT and with the Town for walkability and sidewalk connectivity.

Mayor Fitzsimmons asked if anyone else in attendance wished to comment and no one elected to speak. No written comments were received at Town Hall or via email stated Town Clerk Mercer.

Mayor Fitzsimmons closed the public hearing for proposed Code Amendments.

2. Approval/Adjustments to the Agenda

Mayor Fitzsimmons made an adjustment to the agenda to remove item 7(G) for the 75 Cole Road water commitment request at the request of the applicant.

Council member Chase motioned to approve the agenda as adjusted to remove item 7(G). The motion was approved unanimously. 6-0.

3. Conflict of Interests Statement

Mayor Fitzsimmons stated that it is the duty of the Mayor and every Town Councilmember to avoid both conflicts of interest and appearances of conflicts. No member had any known conflict of interest or appearance of conflict with respect to any matters on the agenda for tonight's Town Council meeting.

4. Consent Agenda

Town Manager Coffey reviewed the following consent agenda items:

- A. December 12, 2023, Town Council Workshop Minutes – *approved as presented*
- B. December 18, 2023, Town Council Regular Meeting Minutes – *approved as presented*
- C. Monthly Tax Report and Request for Refunds/Releases 73 % collection rate – *approved as presented*
- D. Budget Amendments – Recreation Complex community center funds for project – *approved as presented*
- E. Budget Amendments – Police donations – *approved as presented*
- F. Waterline Acceptance – Greenwood Park Phase 3 extension waterlines PW – *approved as presented*
- G. Dry Ridge Historical Museum Lease Agreement staff authority to renegotiate lease – *approved as presented*
- H. NCLM Cybersecurity Grant MOU and Resolution cybersecurity assessment - *Resolution adopted*
- I. Board Appointment – Local Firefighter Relief Board of Trustees – *Members appointed as requested*
- J. Proclamations-Arbor Day and Black History Month in Weaverville

Council member Lawrence motioned to approve and adopt the above consent agenda items as presented. The motion was approved unanimously. 6-0.

5. Town Manager's Report

Town Manager Coffey provided Town Council with the following project updates:

- Water Treatment Plant Expansion Project
- \$15 Million Appropriation for Water Treatment Plant Expansion
- \$ 1 Million Received from the State & Tribal Assistance Grants Drinking Water State Revolving Fund
- Submitted Additional \$4 Million Request through Water Resources Development Act (WRDA)

Manager Coffey highlighted that the additional \$4 million grant submission has a quick turn-around as the Town met the deadline and the Town thanks Congressman Edwards and his office staff, and she further announced the following:

- Fire Department Solar Panel Project- U.S. made certified materials delayed
- Short-term Rental Sessions and Community outreach- Completed STR report by LOSRC Planner Kayla DiCristina expected in February
- Update on Eller Cove Trail Planning and Study
- Weaverville Police Department Electric Vehicle Fleet Award by Land of Sky Clean Vehicles Coalition
- 2024 Citizens Academy 28 participants- Program has 160 graduates in last 8 years
- OSHA Consultation visit in February ensure that the Town has effective safety programs
- Martin Luther King Jr. Observance hosted community service for trash pickup
- Pickleball Open House Thursday, January 25th at 6:00 p.m.
- February Black History Month the Dry Ridge Museum presents the traveling Greenbook series
- Police Department 2024 Main Street Solar Pedestrian Crossing Proposal

Officer Anderson and Assistant Police Chief Oberlin provided information on the Governor's Highway Patrol grant to fund the solar pedestrian crosswalk system and project. This installation would also satisfy the goals in the Active Weaverville Pedestrian Plan added Vice Mayor Cordell.

By Council consensus, Mayor Fitzsimmons stated approval for Staff to apply for the grant. Mayor Fitzsimmons recapped the monies received towards the Water Treatment Plant Expansion Project and he rescheduled the Town Council Strategic Planning Retreat to Saturday, February 24th at 9:00 a.m. in Town Hall.

6. General Public Comments Mayor Fitzsimmons

Mr. Paul Carielli, owner of Hoppy Trees on Florida Avenue, provided the Council members with photographs of Florida Avenue. Mr. Carielli was concerned with the traffic pattern located in front of his business. Mr. Carielli suggested removal of the vehicle parking spaces or other options such as shutting down the street to vehicle traffic in order to provide for better pedestrian access and for those wanting to sit outside.

Mayor Fitzsimmons replied that topics such as downtown pedestrian activity, public spaces, and redesign could be discussed at the Strategic Planning Retreat.

Mr. Jeff McKenna of Oak Street, who also serves on the Active Weaverville Bike Pedestrian Committee said they are addressing public spaces and walkability. Mr. McKenna suggested no tax increase or lowering the tax rate. He was concerned with housing affordability for young people and short-term rentals.

Mayor Fitzsimmons asked if anyone else in attendance wished to comment and no one elected to speak. No written comments were received at Town Hall or via email stated Town Clerk Mercer.

7. Discussion & Action Items

A. Metropolitan Sewer District Update Doug Dearth, MSD Representative

Mr. Doug Dearth presented the MSD report on the Finance Committee sanitary district which reported a \$56 million budget, administered by a staff of 152. He highlighted the Capital Improvements Project budgeted over the 10-year plan. He reported on the background of the plant such as current capacity, current demands, and capacity upgrades, as well as the system services for the region, and projected rate increases. Mr. Dearth discussed system pump station components and reviewed future growth areas and right-of-way easements and acquisitions. He explained further project updates include pump station replacement and major rehabilitations planned as it is a 40-year-old system. Projected completion is estimated in two years, said Mr. Dearth.

B. French Broad Metropolitan Planning Organization Update, Vice Mayor Cordell

Vice Mayor Cordell presented a report highlighting the growth and regional challenges over the next 25 years addressed by the MPO. She stated that the Weaverville Woodfin Greenway Connection Study was just approved in 2024. A consultant will make recommendations for potential alignments and these plans include the Woodfin Greenway alignment to the Reems Creek Greenway. She discussed the funding and requirements for matching grants, noting the \$4.8 million grant match requirements for that project.

Vice Mayor Cordell highlighted plans for the park-and-ride carpooling at various locations including: New Stock Road, lower flat creek, and Marshall, and plans for added EV charging stations at Ingles, a regional wildlife crossing study for Madison, Buncombe, and Henderson Counties along I-26. She discussed the passenger railway study. There are opportunities in the Town for safer school routes and roadways working with the Land of Sky Regional Council on that action plan.

It is projected the NCDOT I-26 improvements to be completion in 2027. It was announced Vice Mayor Cordell will be Weaverville's appointed member of the Northend MPO.

C. Woodfin-Weaverville Interlocal Agreement for Greenway Connector

Manager Coffey provided the budget amounts funded for the study, which is \$120,000, including \$96,000 in Federal Highway Administration funding and a local shared cost of \$24,000 of which \$12,000 will be owed by the Town for its portion.

Vice Mayor Cordell moved to approve the Woodfin-Weaverville Interlocal Agreement for Greenway Connector and feasibility study and authorize the related budget amendment for Weaverville's cost-share. The motion was approved unanimously. 6-0.

D. Annexation Petition – 9 Pleasant Grove Road

Attorney Jackson reviewed the 9 Pleasant Grove Road voluntary annexation petition for approximately 10-acres seeking town service including water to develop 40 townhouse units. The petitioners are claiming vested rights as previously approved by Buncombe County and are requesting a designation of R-3 zoning.

Attorney Jackson pointed out the land mass is contiguous due to a small parcel on the site plan.

Vice Mayor Cordell moved to adopt the resolution which directed the Clerk to investigate the sufficiency of the annexation petition located at 9 Pleasant Grove Road and directed the Planning Board to evaluate the requested R-3 zoning. The motion was approved unanimously. 6-0.

E. Annexation Petition – 6 Pleasant Grove Road

Attorney Jackson continued reviewing the map for the parcel directly across from 9 Pleasant Grove located at 6 Pleasant Grove Road. This voluntary annexation request would be considered a satellite if 9 Pleasant Grove Road is not also annexed. The Town cannot be over 10% of land mass of satellite growth per State Statute.

6 Pleasant Grove Road is seeking town services including water, to develop 50 townhouse units and is requesting a designation of R-3 zoning.

Council member Lawrence moved to adopt the resolution directing the Clerk to investigate the sufficiency of the annexation petition located at 6 Pleasant Grove Road and directing the Planning Board to evaluate the requested R-3 zoning. The motion was approved unanimously. 6-0.

F. Water Commitment Request – 6 Pleasant Grove Road

Director Pennell reviewed the water commitment request located at 6 Pleasant Grove Road. He provided the water demand calculations and stated Public Works has determined that adequate water capacity is available to serve the request. He noted the standard of 20,000 gallons per day, anticipated capacity and provided the statistics at Town Council's Public Works water workshop held on January 16th. Staff recommends approval subject to annexation in the town.

Council member Lawrence made a motion to approve the water commitment allocation located at 6 Pleasant Grove Road with the approval conditional upon annexation into the Town of Weaverville's jurisdiction. The motion was approved unanimously. 6-0.

G. Water Commitment Request – 75 Cole Road removed from agenda

H. Action on Code Amendments – Ch. 2 & 20 and Fee Schedule Amendment

Vice Mayor Cordell moved to approve and adopt the Ordinance amending Code Chapter 2 & 20 - Places of Gatherings, Home Occupations, Fees in Lieu of Sidewalk Construction, Conservation Subdivisions. The motion was approved unanimously. 6-0.

I. LDG Meribel Project – Fee in Lieu of Sidewalk Construction

Planner Eller presented the findings for a minor modification and fee in lieu of sidewalk construction for the road project at 171 Monticello Road for an amount of \$112,560. He explained the reason for the requested fee in lieu as to the layout of sidewalk connectors and frontage along NCDOT maintained Monticello Road.

There was discussion regarding working with NCDOT, the existing sidewalk system engineering, safety of future residents, and the LDG Meribel project site plan layout.

In response to Mayor Fitzsimmons question regarding the development timeline, Attorney Jackson provided information on the north end connection, the negotiations, the affordable housing project permitting, working with Department of Environmental Quality and Buncombe

County, and the timeline for the developer to take title and conclusion of all completed permitting with NC DEQ and Buncombe County.

Attorney Jackson stated the finance department will likely request Town Council approval of a capital reserve ordinance to hold this fee until Town Council identifies a sidewalk project that it should be used for.

Council member Lawrence moved to approve the Fees in Lieu of Sidewalk Construction for the LDG Meribel Project as presented The motion was approved unanimously. 6-0.

J. Quarterly Report – Planning

Planning Director Eller provided the Planning Department quarterly report reviewing the permits issued for residential, new and existing construction for commercial construction, and he provided activity from the Planning Board and Board of Adjustment.

K. Quarterly Report – Finance

Finance Director Dozier reviewed the quarterly report summarizing the revenues and expenditures and highlighted the remaining balance report. She pointed out the ARP grant funding for the expansion of water treatment plant.

8. Adjournment Mayor Fitzsimmons

There being no further business and without objection, Mayor Fitzsimmons adjourned the meeting at 7:18 p.m.

ATTEST:

Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024
SUBJECT: Monthly Tax Report and Request for Refunds/Releases
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for January
Motor Vehicle Levy Release/Refund Reports (January)

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of January 2024 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that **96.89% of the Town's property taxes have been collected as of the end of January**. This totals \$4,073,402 out of the \$4,204,340 total tax levy (real property, personal property, and business personal property). At the end of January 2024, there was \$130,938 left to collect of the 2023 property taxes.

The Motor Vehicle Levy Release/Refund information comes from the State and is reflected below.

Buncombe County Assessor's Office has requested approval of the following releases/refunds:

January 2024	Property Tax Levy Release/Refund	\$2.13
January 2024	Motor Vehicle Levy Release/Refund	\$117.23

COUNCIL ACTION REQUESTED:

The monthly report is provided for information only.

Approval of the tax releases/refunds is requested. The following motion is suggested:

I move that Town Council approve the releases and refunds as requested.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2023-2024**

Tax Year 2023

Summary for YTD January 2024:

Original Billed Amts	\$	4,196,765
Abs Adj (Adjustments by Assessor)	\$	(2,949)
Bill Releases	\$	(54)
Discovery Levy	\$	8,428
Additional Levy	\$	2,149
Net Levy	\$	4,204,340
Total Current Year Collections	\$	4,073,402
% Collected		96.89%
Total Left to be Collected:	\$	130,938
Prior Years Tax Paid	\$	-
Prior Years Interest Paid	\$	1,636

Date run: 2/5/2024 9:43:54 AM
Data as of: 2/4/2024 11:31:19 PM

TR-401G Net Collections Report

NCPTS V4

Report Parameters:

Date Sent to Finance Start: Min - January 1, 2024

Date Sent to Finance End:

Max - January 31, 2024

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: 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004

Year For: 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003

Collapse Districts: N

Default Sort-By:

Tax Year

Grouping:

Tax District,Levy Type

Fiscal Year Activity from July 1, 20XX to January 31, 2024										Activity from January 1, 2024 to January 31, 2024				
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	% Coll.	% Uncoll.	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest														
2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,385.44	0.00	0.00	1,145.52	0.00	0.00	0.00
		0.00	2,385.44	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,841.72	0.00	0.00	4.57	0.00	0.00	0.00
		0.00	4,841.72	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,050.81	0.00	0.00	7.80	0.00	0.00	0.00
		0.00	5,050.81	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,900.51	0.00	0.00	11.30	0.00	0.00	0.00
		0.00	11,900.51	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,056.63	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	5,056.63	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	316.01	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	39.57	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	64.92	0.00	0.00	0.00	0.00	NA	NA	NA			0.00	0.00
2015	0.00	0.00	0.00	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	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	10.54	10.54	0.00	0.00	0.00	0.00	0.00	0.00
2013		0.00	0.00	10.54	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	1,020.36	1,020.36	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	1,020.36	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
2012		0.00	0.00	0.00	0.00	0.00	0.00	730.74	730.74	0.00	0.00	0.00	0.00	0.00	0.00
		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
2011		0.00	0.00	0.00	0.00	0.00	0.00	12.59	12.59	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	12.59	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31,529.92	31,529.92	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	31,529.92	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY															
2023	9,154.90	55.02	0.36	36.73	9,216.60	9,060.73	155.87	995.19	995.19	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	9,060.73	80.35	0.00	98.31 %	1.69 %			0.00	0.00	0.00	0.00	0.00	0.00
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,263.99	19.54	4.05	4.05	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	3,263.99	0.00	0.00	99.40 %	0.60 %			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	4,392.09	21.83	3.68	3.68	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	4,392.09	0.00	0.00	99.51 %	0.49 %			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	7,032.49	15.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00	0.00	0.00	0.00	0.00
Sub	14,243.02	603.87	2.66	10,012.98	23,961.64	23,749.30	212.34	1,002.92	1,002.92	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	23,749.30	312.17	0.00	99.11 %	0.89 %			0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX															
2023	4,196,765.41	2,948.95	53.67	8,428.28	4,204,339.93	4,073,401.54	130,938.39	990,883.15	990,883.15	0.00	0.00	2.31	0.00	0.00	0.00
		0.00	4,073,401.54	2,148.86	0.00	96.89 %	3.11 %			0.00	0.00	0.00	0.00	0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,988,861.45	1,648.53	40.47	40.47	0.00	0.00	0.00	0.00	0.00	0.00
		735.06	3,989,596.51	0.00	0.00	99.96 %	0.04 %			0.00	0.00	0.00	0.00	0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,357.32	3,050.39	36.84	36.84	0.00	0.00	0.00	0.00	0.00	0.00
		726.57	3,726,083.89	2,934.84	0.00	99.92 %	0.08 %			0.00	0.00	0.00	0.00	0.00	0.00
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,372,001.29	1,039.90	40.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00
		2,156.28	3,374,157.57	2,726.76	0.00	99.97 %	0.03 %			0.00	0.00	0.00	0.00	0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %			0.00	0.00	0.00	0.00	0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %			0.00	0.00	0.00	0.00	0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	82.56	0.00	0.00	100 %	0 %			0.00	0.00	0.00	0.00	0.00	0.00
Sub.	15,396,249.14	17,244.50	3,326.49	51,151.53	15,434,640.14	15,297,962.93	136,677.21	991,000.46	991,000.46	0.00	0.00	2.31	0.00	0.00	0.00

		3,617.91	15,301,580.84	7,810.46	0.00	99.11 %	0.89 %		0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX											
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	0.00	0.00	0.00
		0.00	44,424.98	0.00	0.00	89.28 %	10.72 %				0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %				0.00
2017	771.97	0.00	566.38	0.00	205.59	145.15	60.44	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	70.60 %	29.40 %				0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %				0.00
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	160.43	0.00	0.00	83.22 %	16.78 %				0.00
2014	2,126.15	0.00	5.98	0.00	2,120.17	28.67	2,091.50	0.00	0.00	0.00	0.00
		0.00	28.67	0.00	0.00	1.35 %	98.65 %				0.00
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	1.15	0.00	0.00	0.20 %	99.80 %				0.00
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	204.72	0.00	0.00	31.94 %	68.06 %				0.00
Sub.	56,171.30	0.00	891.45	0.00	55,279.85	46,047.33	9,232.52	0.00	0.00	0.00	0.00
		0.00	46,047.33	0.00	0.00	83.30 %	16.70 %				0.00
Total	15,466,663.46	17,848.37	4,220.60	61,164.51	15,513,881.63	15,399,289.48	146,122.07	993,172.57	0.00	2.31	0.00
		3,617.91	15,402,907.39	8,122.63	0.00	99.06 %	0.94 %			0.00	0.00
Signature (Tax Collector) _____											

BUNCOMBE COUNTY REGISTERED MOTOR VEHICLE
PENDING REFUND REPORT

Jan-24

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$7,371.77)
CAS	CITY	(\$2,005.13)
CBF	CITY	(\$104.04)
CBM	CITY	(\$83.59)
CMT	CITY	(\$5.37)
CWO	CITY	(\$5.83)
CWV	CITY	(\$117.23)
FBA	FIRE	(\$13.54)
FEB	FIRE	(\$18.56)
FEC	FIRE	(\$126.74)
FFA	FIRE	(\$116.66)
FFB	FIRE	(\$30.04)
FGC	FIRE	(\$6.38)
FJU	FIRE	(\$29.69)
FLE	FIRE	(\$0.83)
FNB	FIRE	(\$0.34)
FRC	FIRE	(\$35.10)
FRE	FIRE	(\$56.75)
FRI	FIRE	(\$7.79)
FSK	FIRE	(\$179.88)
FSW	FIRE	(\$56.18)
FUH	FIRE	(\$424.64)
FWB	FIRE	(\$105.23)
FWO	FIRE	(\$1.87)
FAS	SPECIAL	(\$8.95)
SAS	SPECIAL	(\$249.69)
Total		(\$11,161.82)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: February 26, 2024
Subject: Budget Amendment – Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education, and Law Enforcement activities. For the quarter ending 12/31/2023 the Town received **\$760.11** for Alcohol Education and **\$542.94** for Law Enforcement.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2023-2024 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2023-2024

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26400	Police – Alcohol Ed & Prevention	\$760.11
010-430-431-26450	Police – ABC Law Enforcement	\$542.94

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>
010-004-300-06045	ABC Store – Alcohol Education	\$760.11
010-004-300-06050	ABC Store – Police Dept Revenue	\$542.94

Justification: Please provide a brief justification for this budget amendment. *ABC Store Distribution for Q2 FY 2024.*

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
PLANNING BOARD AGENDA ITEM**

MEETING DATE: Tuesday, February 6, 2024

SUBJECT: Initial Zoning – 9 Pleasant Grove Road – +/-10.67 Acres

PRESENTER: Planning Director

ATTACHMENTS: Property Tax Map Showing Property to be Annexed, Resolution Concerning the Voluntary Annexation Petition of 300 Hamburg Mountain Road; Annexation Petition; Certificate of Sufficiency; Staff Report; Vested Rights Site Plan; Planning Board Recommendation

DESCRIPTION/SUMMARY OF REQUEST:

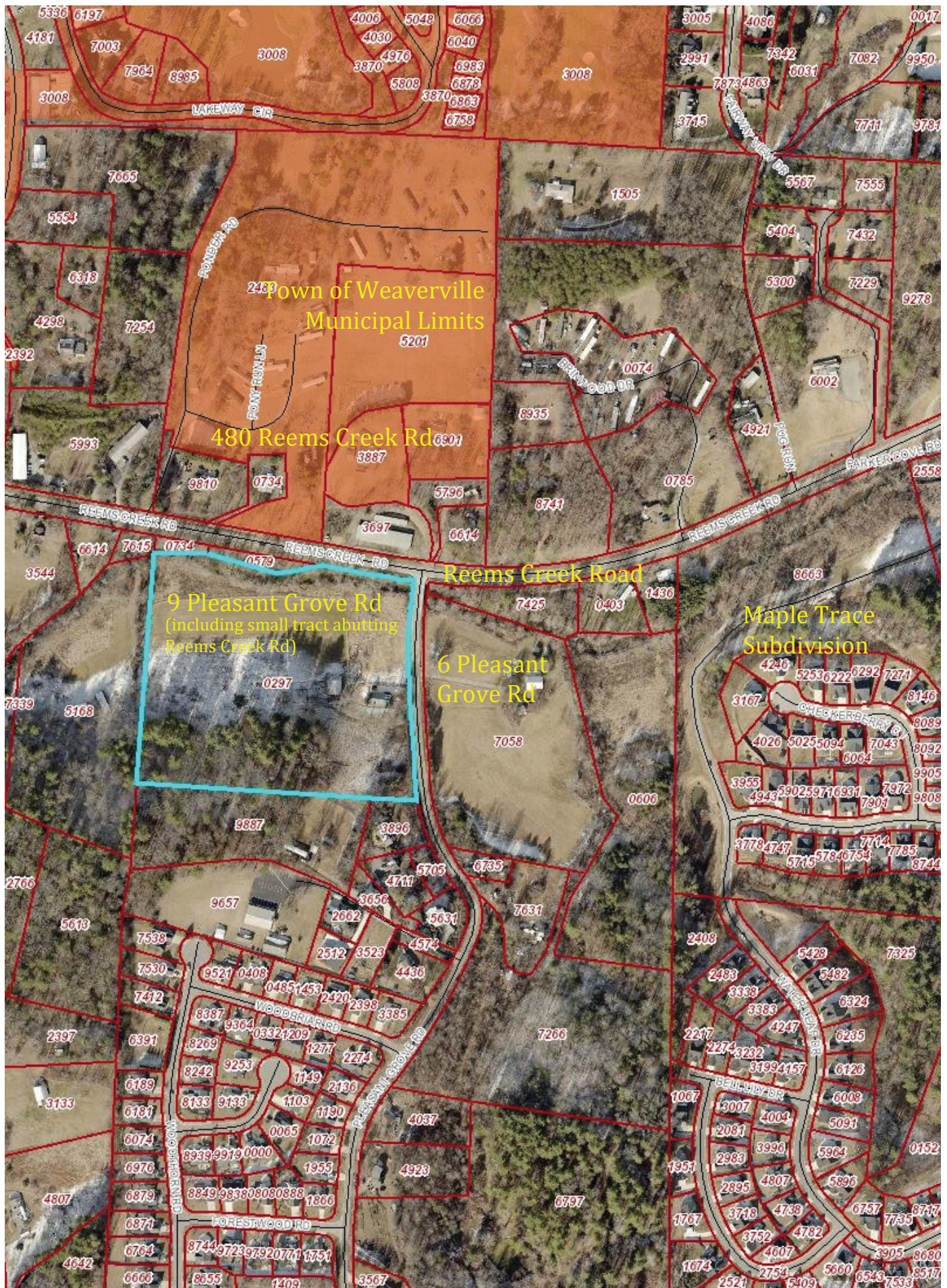
Pleasant Grove of WNC, LLC, has signed a voluntary annexation petition seeking to have +/- 10.67 acres located at and near 9 Pleasant Grove Road annexed into the Town of Weaverville. The purpose of the annexation appears to be to obtain Town services, including water, to support the development of 40 townhouse units that are planned for the property. The Town has already approved the water commitment, but it is conditioned upon annexation. The Town Clerk has certified the sufficiency of the annexation petition and a staff report has been prepared.

The petitioners are claiming vested rights to proceed with the County approved development plans for the 40 townhouse units and 3 single family residences to be constructed directly off of Pleasant Grove Road, but are requesting an underlying zoning designation of R-3.

At its meeting on February 6, 2024 the Planning Board reviewed the proposed zoning map amendment and is offering a favorable recommendation on R-3 zoning

BOARD ACTION REQUESTED:

Town Council is asked to schedule public hearings on both the annexation and zoning of 9 Pleasant Grove Road for March 25, 2024, at 6 pm, or as soon thereafter as Town Council can reach the matter.



**RESOLUTION CONCERNING VOLUNTARY ANNEXATION PETITION SUBMITTED BY
PLEASANT GROVE OF WNC, LLC, FOR 9 PLEASANT GROVE ROAD
WEAVERVILLE ANNEXATION NO. 2024-2**

WHEREAS, a petition requesting annexation of that property located at 9 Pleasant Grove Road and bearing Buncombe County Parcel Identification Number 9752-24-0297 and 9752-24-0579 was received from Pleasant Grove of WNC, LLC, by the Town of Weaverville; and

WHEREAS, N.C. Gen. Stat. §§ 160A-31 and 160A-58.2 provide that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the annexation petition includes a request for an R-3 zoning classification for the property to be annexed, even though vested rights are claimed; and

WHEREAS, the Town Council of the Town of Weaverville deems it advisable to proceed in response to this request for annexation and initial zoning;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that:

1. With the assistance of the Town Attorney, the Town Clerk is hereby directed to investigate the sufficiency of the above-reference petition and to certify to Town Council the result of her investigation; and
2. The Town Planner is directed to place the application for initial zoning of R-3 on the next regular meeting of the Weaverville Planning Board's so that the Board can review the requested zoning for consistency with the Town's Comprehensive Land Use Plan and forward a recommendation to Town Council prior to or at a public hearing that may subsequently be held on this matter.

THIS the 22nd day of January, 2024.



PATRICK FITZSIMMONS, Mayor

ATTESTED BY:



TAMARA MERCER, Town Clerk

PETITION FOR VOLUNTARY ANNEXATION

PETITION/APPLICATION

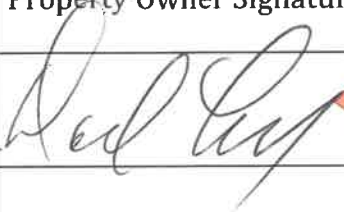
Town of Weaverville, North Carolina

Submittal Date: 1/16/2024
 Date Fee Paid: 1/16/2024
 Petition No: 2024-2

STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Pleasant Grove of WNC LLC 1335 Cane Creek Rd Fletcher, NC 28732		DB: 6241 PG: 1356 PIN # 9752-24-0297 and 9752-24-0579	 SIGN HERE

5. Zoning vested rights ☐ are not claimed, ☒ have been established under G.S. §§ 160D-108 and/or 160D-108.1 as follows [describe and attach the order and approved site plan]:

Total Acreage to be annexed: 4.1067 ~~10.45~~ Acres

Population in annexed area: _____

Proposed Zoning District: R-3 (with Vested Rights)

Reason for annexation: ☒ Receive Town Services ☐ Other (please specify)

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

Town of Weaverville, North Carolina

Petition No. 2024-2

Annexation Area Name: 9 Pleasant Grove Road

Petitioner: Warren Sugg, P.E.

Subject Area Acreage: 10.45 Acres 10.67 +/-

Current Land Use: Single Family Residential

Proposed Land Use or Development (describe): Single Family Residential with 40 townhome units in tract
1

Residential (single family): Number of Units: 80 Anticipated build out in 2 years
Average Sales Price: \$ /dwelling unit

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

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

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

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

Development Scale: Max building height of +/-35'; max number of stories of 2

Infrastructure: Linear feet of publicly dedicated roadways proposed: 0' feet
Public water proposed (describe): +/- 850 lf of 6" water line to serve proposed development

Other Public Services Requested (describe): _____

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

Signature of Owner(s)

**CERTIFICATE OF SUFFICIENCY OF
ANNEXATION PETITION 2024-2
+/- 10.67 ACRES AT 9 PLEASANT GROVE ROAD**

TO THE WEAVERVILLE TOWN COUNCIL:

I, Tamara Mercer, Weaverville Town Clerk, do hereby certify that I have investigated Voluntary Annexation Petition No. 2024-2 submitted by Pleasant Grove of WNC, LLC, and have found as a fact that the Petition is signed by all the owners of the real property lying in the area described therein and that the area to be annexed is contiguous to the Town's primary boundary.

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

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 22 day of February, 2024.


TAMARA MERCER, Town Clerk

ANNEXATION STAFF REPORT

ANNEXATION #2024-2 – 9 PLEASANT GROVE RD

PROPERTY DESCRIPTION

+/- 10.67 acres on Pleasant Grove Rd (SR 2105);
PIN: 9752-24-0297 and 9752-24-0579

SUFFICIENCY OF PETITION – Town Clerk
certified the sufficiency of the petition of this
contiguous annexation request on 22 February 2024

FINANCIAL PROJECTIONS

Town Tax Value = +/- \$10,000,000
Property Tax Revenue = +/- \$35,000 annually
System Development Fees = +/- \$220,000
Water Revenue = +/- \$14,400 annually



ZONING CLASSIFICATION/VESTED RIGHTS

Town R-3 zoning was requested and recommended by the Planning Board on 6 February 2024. Vested rights were properly claimed by the applicant for a 40-unit townhouse project that was approved by Buncombe County.

OPERATIONAL AND SYSTEM IMPACTS

WATER – A water commitment/extension application was originally approved in May 2022 and renewed on 24 May 2023 for 40 townhouse units (16,000 GPD) and a fire protection line. The approved water commitment was conditioned upon annexation into the Town. This is a direct connection off of the existing 8" Town water main running along Pleasant Grove Road. There is WTP capacity to serve this project.

STREETS AND STORMWATER– It is expected that the new streets/driveways and stormwater system will be private and will have no impact on the Town.

SANITATION – If annexed, the 40 residential dwelling units must be added to the weekly garbage route and the leaf/yard waste schedule. This, by itself, will not significantly impact the ability of the Sanitation Division to provide Town services; however, when considered with the other annexation petitions that have recently been approved or are pending, there may be a need to add another garbage pickup day and staffing may have to be increased. The need for an additional garbage pickup day or increased staffing will not be known until the new garbage truck is put into service (purchased by not yet delivered).

POLICE – 40 townhouse units are not anticipated to have any significant impact on the Police Department, at its approved staffing level, except that this new development will be added to a routine patrol route.

FIRE – Reems Creek Fire Department (RCFD) currently provides fire service to this property. If annexed this property will be removed from the RCFD district and the Town will be responsible for providing fire and first responder services to this property.

Weaverville's Fire Department (WFD) and RCFD have a long-standing agreement that RCFD will provide automatic aid to Town properties in the vicinity of the RCFD fire station, particularly east of the intersection of Hamburg Mountain Road and Reems Creek Road. WFD can provide fire and first responder services to this property, however, the response times from the WFD fire station will be pushing acceptable limits and a greater WFD presence in the Reems Creek Road corridor will likely be needed in the future. In the meantime, the Town and RCFD are working on formalizing an automatic aid agreement. Financial compensation to RCFD for providing automatic aid services to Town properties is under negotiation and will include any small amounts legally owed to RCFD for the Town's proportionate share of RCFD debt as a result of the anticipated reduction in their tax base.

The Town of
Weaverville
NORTH CAROLINA

February 6, 2024

Mayor Patrick Fitzsimmons and
Weaverville Town Council

Re: *9 Pleasant Grove Rd - +/- 10.67 acres*
Proposed Zoning Map Amendment - R-3 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

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

The property involved consists of approximately 10.67 acres and shown on the attached map, and located on Pleasant Grove Road near the intersection of Pleasant Grove Road and Reems Creek Road. The property is currently in the unincorporated portion of Buncombe County and zoned County R-3.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for plan consistency and reasonableness. **At the meeting on February 6, 2024, the Planning Board reviewed the project for compliance with the Comprehensive Land Use Plan and the reasonableness factors contained in Town Code Section 20-1505(d) and submits a favorable recommendation on the requested R-3 zoning.**

In a majority vote of 4 to 1, the Planning Board found that R-3 zoning for these properties is consistent with the Town's Comprehensive Land Use Plan (CLUP) and reasonable. In making this finding the Board considered that the future land use map identifies the properties as being within growth area 5. The Board found that the requested R-3 zoning offers a moderate level of residential development, which was viewed as transitional between the single family zoning that is prevalent in the residential area on the southern side of Reems Creek Road, including the Maple Trace and Woodbriar subdivisions, some limited existing commercial development, and the mixed use area shown on the southern side of Reems Creek Road, which can include high density residential development.

This proposed zoning district represents a consistent and compatible use when considering the zoning and current uses in the area, including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

To support the finding of reasonableness, the Board found that the R-3 zoning is compatible with the current residential uses of the properties within the area, including existing single-family residences and some limited multifamily development and a permitted townhouse development in the area.

Under current Buncombe County regulations, a wide array of residential uses can be accomplished on this property under R-3 zoning, and prevalent county R-3 in the immediate area can support a residential density of up to 12 units per acre and residential development on smaller lots.

This favorable recommendation reflects a majority vote and relies heavily on Town Council's adopted resolution concerning growth areas ("growth area resolution"), which was last adopted on 23 October 2023 and now incorporated in the CLUP. A portion of this property is located within the 100-year floodplain and some steep topography is present on the site. Concerns were raised about both the development within steep slopes areas and the floodplain areas related to Reems Creek and the increasing density of development negatively impacting the quality of life for the residents along Reems Creek Road.

There was consensus among a majority of the Planning Board to strongly recommend that Town Council revisit the desired zoning districts within the Reems Creek Road Corridor (Growth Area 5) and consider removing the higher density districts, such as R-3 and R-12, as recommended districts within this growth area, or some portion of it. If changes are not made to that growth area resolution then the Planning Board must find these higher density developments along the Reems Creek Road Corridor compatible with the CLUP and reasonable, because the growth area resolution finds that they are.

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

Sincerely,

A handwritten signature in black ink that reads "Bob Pace". The signature is written in a cursive, flowing style.

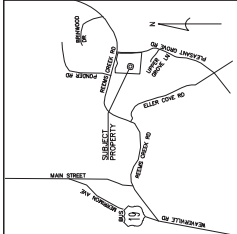
Bob Pace
Planning Board Chairman

cc: James Eller, Town Planner
Selena Coffey, Town Manager
Jennifer Jackson, Town Attorney

100 PATTON AVENUE
ARVINGTOWN, NC 28001
PHONE 800-330-3383
FAX 800-330-3383
WWW.CDC-CIVIL.COM



VICINITY MAP
(NOT TO SCALE)



DEVELOPMENT DATA
OWNER/DEVELOPER: PLEASANT GROVE OF INC. LLC
100 PATTON AVENUE
ARVINGTOWN, NC 28001
CONTACT: (703) 330-3383

DESIGNER: CDC CIVIL DESIGN CONCEPTS, P.A.
100 PATTON AVENUE
ARVINGTOWN, NC 28001
CONTACT: (703) 330-3383

PROJECT DATA
PROJECT: PLEASANT GROVE OF INC. LLC
40 PLANNED COMMUNITY ACT UNITS
RESIDENTIAL - PLANNED COMMUNITY ACT
DISTURBED AREA
TOTAL PARKING
2 CURB SIDE PARKING SPACES PER UNIT

IDENTITY SUMMARY
ALLOWED PLOT ZONING
PROPOSED: RESIDENTIAL - PLANNED COMMUNITY ACT
DISTURBED AREA
TOTAL PARKING
2 CURB SIDE PARKING SPACES PER UNIT

PROPOSED: RESIDENTIAL - PLANNED COMMUNITY ACT
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2 CURB SIDE PARKING SPACES PER UNIT



- NOTES
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
 2. SINGLE-PHASE CONSTRUCTION.
 3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
 4. PROPOSED DRAINAGE SYSTEMS SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND FOR THE PROTECTION OF EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND FOR THE PROTECTION OF EXISTING STRUCTURES.
 5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES AND NEWLY COMPLETED WORK DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND FOR THE PROTECTION OF EXISTING STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND FOR THE PROTECTION OF EXISTING STRUCTURES.
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9 PLEASANT GROVE



DATE: 07/27/2022
NO. 1
DESCRIPTION: BUNCOMBE COUNTY BOA SUBMITTAL
BY: MMD

DATE: 07/27/2022
NO. 2
DESCRIPTION: BUNCOMBE COUNTY BOA SUBMITTAL
BY: MMD

DATE: 07/27/2022
NO. 3
DESCRIPTION: BUNCOMBE COUNTY BOA SUBMITTAL
BY: MMD

DATE: 07/27/2022
NO. 4
DESCRIPTION: BUNCOMBE COUNTY BOA SUBMITTAL
BY: MMD

TOWN OF WEAVERVILLE
(#+ " ` #) " Ě AGENDA ITEM

MEETING DATE: February 6, 2024

SUBJECT: Zoning – 6 Pleasant Grove Road

PRESENTER: Planning Director

ATTACHMENTS: Property Tax Map Showing Property to be Annexed, Resolution Concerning the Voluntary Annexation Petition of 6 Pleasant Grove Road Annexation Petition, Certificate of Sufficiency, Staff Report

DESCRIPTION/SUMMARY OF REQUEST:

Athena Fox Brooks has signed a voluntary annexation petition seeking to have +/- 6.09 acres located at 6 Pleasant Grove Road annexed into the Town of Weaverville. The purpose of the annexation appears to be to obtain Town services, including water, to support the development of 50 townhouse units on the property. The Town Clerk has certified the sufficiency of the annexation petition and a staff report has been prepared addressing the annexation.

The petitioners are requesting an initial zoning designation of R-3.

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(#+ " ; #) " ; **ACTION REQUESTED:**

[illegible]



**RESOLUTION CONCERNING VOLUNTARY ANNEXATION PETITION SUBMITTED BY
ATHENA FOX BROOKS FOR 6 PLEASANT GROVE ROAD
WEAVERVILLE ANNEXATION NO. 2024-1**

WHEREAS, a petition requesting annexation of that property located at 6 Pleasant Grove Road and bearing Buncombe County Parcel Identification Number 9752-24-7058 was received from Athena Fox Brooks, by the Town of Weaverville; and

WHEREAS, N.C. Gen. Stat. § 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town of Weaverville is also in receipt of an application for a zoning map amendment request for an R-3 zoning classification for the property to be annexed; and

WHEREAS, the Town Council of the Town of Weaverville deems it advisable to proceed in response to this request for annexation and initial zoning;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that:

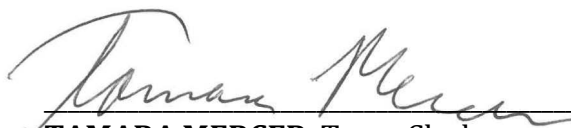
1. With the assistance of the Town Attorney, the Town Clerk is hereby directed to investigate the sufficiency of the above-reference petition and to certify to Town Council the result of her investigation; and
2. The Town Planner is directed to place the application for initial zoning of R-3 on the next regular meeting of the Weaverville Planning Board's so that the Board can review the requested zoning for consistency with the Town's Comprehensive Land Use Plan and forward a recommendation to Town Council prior to or at a public hearing that may subsequently be held on this matter.

THIS the 22nd day of January, 2024.



PATRICK FITZSIMMONS, Mayor

ATTESTED BY:



TAMARA MERCER, Town Clerk

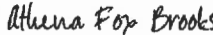
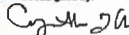
PETITION FOR VOLUNTARY ANNEXATION
PETITION/APPLICATION
Town of Weaverville, North Carolina

Submittal Date: January 2024
Date Fee Paid: 1/12/2024
Petition No: 2024-1

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Terrold Fox Heirs 6 Pleasant Grove Road Weaverville, NC 28787		DB: 4683 PG: 267 PIN # 9752-24-7058	<div>DocuSigned by:  SIGN HERE</div> <div>2C8B298BEC164B1...</div> <div>By: Athena Fox Brooks</div>
			<div>DocuSigned by: </div> <div>67153676831467</div> <div>Cynthia Fox Clark</div>

- 5. Zoning vested rights ☒ are not claimed, ☐ have been established under G.S. §§ 160D-108 and/or 160D-108.1 as follows [describe and attach the order and approved site plan]:

Total Acreage to be annexed: 6.09 Acres
Population in annexed area:
Proposed Zoning District: R-3
Reason for annexation: ☒ Receive Town Services ☐ Other (please specify)

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

PETITION FOR VOLUNTARY ANNEXATION DATA SHEET

Town of Weaverville, North Carolina

Submittal Date: January 2024

Petition No. 2024-1

Annexation Area Name: 6 Pleasant Grove Road

Petitioner: Warren Sugg, P.E.

Subject Area Acreage: 6.09 Acres

Current Land Use: Single Family Residential

Proposed Land Use or Development (describe): Single Family Residential with 50 townhome units

Residential (single family): Number of Units: 50 Anticipated build out in 2 years
Average Sales Price: \$ /dwelling unit

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

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

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

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

Development Scale: Max building height of 30'; max number of stories of 2

Infrastructure: Linear feet of publicly dedicated roadways proposed: 0' feet
Public water proposed (describe): 1,047 lf of 6" water line to serve proposed development

Other Public Services Requested (describe):

Zoning Vested Rights Claimed (describe and attach documentation):

DocuSigned by:
Alaina Fox Brooks
2D69238BEC184B1
Signature of Owner(s)



DocuSigned by:
Cynthia 20
A715357B67214E7...

**CERTIFICATE OF SUFFICIENCY OF
ANNEXATION PETITION 2024-1
+/- 6.09 ACRES AT 6 PLEASANT GROVE ROAD**

TO THE WEAVERVILLE TOWN COUNCIL:

I, Tamara Mercer, Weaverville Town Clerk, do hereby certify that I have investigated Voluntary Annexation Petition No. 2024-1 submitted by Athena Fox Brooks and Cynthia Fox Clark and have found as a fact:

1. That said Petition is signed by all the owners of the real property lying in the area described therein;
2. That the nearest point on the proposed satellite corporate limits is not more than 3 miles from the Town's primary corporate limits;
3. That no point on the proposed satellite corporate limits is closer to the primary corporate limits of any other city than to the primary corporate limits of the Town;
4. That the area is situated so that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
5. That the area to be annexed is a subdivision and all lots within the subdivision are included within the area to be annexed; and
6. That the area within the proposed satellite corporate limits, when added to the area of all other satellite corporate limits of the Town, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town.

Therefore, in accordance with North Carolina General Statutes § 160A-58.2, I certify that the Petition is valid and sufficient for the voluntary annexation of a non-contiguous area pursuant to said § 160A-58.1, *et seq.*, of the North Carolina General Statutes.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 22 day of February, 2024.


TAMARA MERCER, Town Clerk

ANNEXATION STAFF REPORT

ANNEXATION #2024-1 – 6 PLEASANT GROVE RD



PROPERTY DESCRIPTION

+/- 6.09 acres on Pleasant Grove Road (SR 2105);
PIN: 9752-24-7058

SUFFICIENCY OF PETITION – Town Clerk certified the sufficiency of the petition on 22 February 2024; this annexation is non-contiguous unless the adjoining property at 9 Pleasant Grove Road is also annexed

FINANCIAL PROJECTIONS

Town Tax Value = +/- \$12,500,000
Property Tax Revenue = +/- \$43,750 annually
System Development Fees = +/- \$137,500
Water Revenue = +/- \$18,000 annually

ZONING CLASSIFICATION - Town R-3 zoning was requested to accommodate a proposed 50-unit townhouse project. The Planning Board reviewed the zoning request and voted to recommend R-3 zoning on 6 February 2024. No development approvals have been granted so Town development regulations will apply, including density regulations that will limit development to 8 units per acre.

OPERATIONAL AND SYSTEM IMPACTS

WATER – A water commitment/extension application was approved by Town Council on 22 January 2024 for up to 50 townhouse units (20,000 GPD) with a connection to the existing 8" Town water main running along Pleasant Grove Road. The approved water commitment was conditioned upon annexation into the Town. There is WTP capacity to serve this project.

STREETS AND STORMWATER– It is expected that the new streets and stormwater system will be private.

SANITATION – If annexed the townhouse units must be added to the weekly garbage route and the leaf/yard waste schedule. This, by itself, will not significantly impact the ability of the Sanitation Division to provide Town services; however, when considered with the other annexation petitions that have recently been approved or are pending, there may be a need to add another garbage pickup day and staffing may have to be increased. The need for an additional garbage pickup day or increased staffing will not be known until the new garbage truck is put into service (purchased but not yet delivered).

POLICE – 50 townhouse units are not anticipated to have any real impact on the Police Department, at its approved staffing level, except that this new development will be added to a routine patrol route.

FIRE – Reems Creek Fire Department (RCFD) currently provides fire service to this property. If annexed this property will be removed from the RCFD district and the Town will be responsible for providing fire and first responder services to this property.

Weaverville's Fire Department (WFD) and RCFD have a long-standing agreement that RCFD will provide automatic aid to Town properties in the vicinity of the RCFD fire station, particularly east of the intersection of Hamburg Mountain Road and Reems Creek Road. WFD can provide fire and first responder services to this property, however, the response times from the WFD fire station will be pushing acceptable limits and a greater WFD presence in the Reems Creek Road corridor will likely be needed in the future. In the meantime, the Town and RCFD are working on formalizing an automatic aid agreement. Financial compensation to RCFD for providing automatic aid services to Town properties is under negotiation and will include any small amounts legally owed to RCFD for the Town's proportionate share of RCFD debt as a result of the anticipated reduction in their tax base.

The Town of
Weaverville
NORTH CAROLINA

February 6, 2024

Mayor Patrick Fitzsimmons and
Weaverville Town Council

Re: *6 Pleasant Grove Rd - +/- 6.09 acres*
Proposed Zoning Map Amendment - R-3 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

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

The property involved consists of approximately 6.09 acres and shown on the attached map, and located on Pleasant Grove Road near the intersection of Pleasant Grove Road and Reems Creek Road. The property is currently in the unincorporated portion of Buncombe County and zoned County R-3.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for plan consistency and reasonableness. **At the meeting on February 6, 2024, the Planning Board reviewed the project for compliance with the Comprehensive Land Use Plan and the reasonableness factors contained in Town Code Section 20-1505(d) and submits a favorable recommendation on the requested R-3 zoning.**

In a majority vote of 4 to 1, the Planning Board found that R-3 zoning for these properties is consistent with the Town's Comprehensive Land Use Plan (CLUP) and reasonable. In making this finding the Board considered that the future land use map identifies the properties as being within growth area 5. The Board found that the requested R-3 zoning offers a moderate level of residential development, which was viewed as transitional between the single family zoning that is prevalent in the residential area on the southern side of Reems Creek Road, including the Maple Trace and Woodbriar subdivisions, some limited existing commercial development, and the mixed use area shown on the southern side of Reems Creek Road, which can include high density residential development.

This proposed zoning district represents a consistent and compatible use when considering the zoning and current uses in the area, including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

To support the finding of reasonableness, the Board found that the R-3 zoning is compatible with the current residential uses of the properties within the area, including existing single-family residences and some limited multifamily development and a permitted townhouse development in the area.

Under current Buncombe County regulations, a wide array of residential uses can be accomplished on this property under R-3 zoning, and prevalent county R-3 in the immediate area can support a residential density of up to 12 units per acre and residential development on smaller lots.

This favorable recommendation reflects a majority vote and relies heavily on Town Council's adopted resolution concerning growth areas ("growth area resolution"), which was last adopted on 23 October 2023 and now incorporated in the CLUP. Concerns were raised about the increasing density of development negatively impacting the quality of life for the residents along Reems Creek Road and development within the floodplain areas along Reems Creek which does affect this property.

There was consensus among a majority of the Planning Board to strongly recommend that Town Council revisit the desired zoning districts within the Reems Creek Road Corridor (Growth Area 5) and consider removing the higher density districts, such as R-3 and R-12, as recommended districts within this growth area, or some portion of it. If changes are not made to that growth area resolution then the Planning Board must find these higher density developments along the Reems Creek Road Corridor compatible with the CLUP and reasonable, because the growth area resolution finds that they are.

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

Sincerely,

A handwritten signature in black ink that reads "Bob Pace". The signature is written in a cursive, flowing style.

Bob Pace
Planning Board Chairman

cc: James Eller, Town Planner
Selena Coffey, Town Manager
Jennifer Jackson, Town Attorney

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024

SUBJECT: Code Amendments – Environmental Protection
Regulations and Technical Amendments

PRESENTER: Planning Director

ATTACHMENTS: Planning Board Recommendation with Proposed Code
Amendment

DESCRIPTION/SUMMARY OF REQUEST:

Staff has developed a set of Code amendments that address many aspects of environmental protection, including steep slope regulation, mountain ridge protection, and various aspects of stormwater management. These regulations address two of the priorities within the Comprehensive Land Use Plan and some of the elements of the Town's stormwater management plan. A few technical amendments are also included.

Because the legal authority to implement environmental protection regulations is contained within N.C.G.S. Chapter 160D, a planning board review and recommendation is needed and a public hearing must be held prior to any action by Town Council.

At its meeting on 6 February 2023 the Planning Board reviewed the proposed text amendments and voted unanimously in favor of their adoption. Their recommendation, with the Code amendments, are attached.

TOWN COUNCIL ACTION REQUESTED:

Town Council is asked to schedule a public hearing on these proposed Code amendments for March 25, 2024, at 6 pm, or as soon thereafter as Town Council can reach the matter.



**Town of Weaverville
Planning Board**

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

On February 6, 2024, the Planning Board reviewed and, with a unanimous vote, submits a favorable recommendation to Town Council on the attached proposed text amendments. These Code amendments add a new Part V entitled “Environmental Protection” to Code Chapter 20 and include articles and/or regulations for steep slopes and mountain ridge protection, which are listed as priorities within the Comprehensive Land Use Plan. It also includes provisions on flood hazard area development, sedimentation and erosion control, stormwater, illicit discharge detection and elimination, and several technical amendments. This favorable recommendation is based on the findings as stated below.

While the Planning Board is not expert in matters of environmental protection, it has found that these proposed Code amendments are consistent with the Town’s comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for better environmental protection within the Town’s municipal limits.

Bob Pace, Chairman of the Planning Board

February 7, 2024

CHAPTER 20 – PLANNING AND DEVELOPMENT

PART V. ENVIRONMENTAL PROTECTION

ARTICLE I. GENERAL PROVISIONS

Sec. 20-5101 Authority

The regulations contained within this Part V are adopted under the authority and provisions of Part 2 of Article 9 of G.S. Chapter 160D and Article 21 of G.S. Chapter 143, and in accordance with municipal separate storm sewer system (MS4) permit requirements.

Sec. 20-5102. Applicability and Jurisdiction

The regulations contained within this Part V apply to all property located within the municipal limits of the Town of Weaverville.

Sec. 20-5103 Purpose and Intent

A primary and fundamental element of this Part V is the protection of the Town's existing environmental resources including floodplains and other stream corridors, wetlands, watersheds and groundwater recharge areas, soils, forest stands, specimen trees and other significant vegetation and wildlife. These elements are of economic value and make the Town a desirable place to live and visit.

Sec. 20-5104 Definitions

The following words, terms and phrases, when used in this Part V, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Slope. An inclined ground or earth material surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance. For the purposes of this article, slope will be calculated based on the Buncombe County GIS Slope Calculation Tool, or as certified by a licensed surveyor, engineer, or landscape architect.

Steep slope. Any lot, parcel, or tract of land which (a) has an average slope of 25% or more, or (b) is designated with a slide hazard ranking of 'moderate' or 'high' on a Stability Index Map prepared by the NCGS, and are determined irrespective of tract boundaries. Steep slope areas refer to natural grades and shall not include man-made grades.

Stormwater conveyance. Natural elements of a stormwater conveyance include swales and small drainage courses, streams, rivers, lakes, and wetlands. Manmade elements of a stormwater conveyance include gutters, inlets, ditches, pipes, culverts, channels, and most retention/detention facilities.

Stormwater conveyance system (or storm drainage facilities). A series of drainage facilities, both natural and manmade, which collect, contain, and provide for the flow of surface and storm water from the highest points on the land down to a receiving water and includes the Town's municipal separate storm sewer system (MS4).

ARTICLE II. LAND SUITABILITY

Sec. 20-5201 Land Suitability

Land subject to flood hazard, improper drainage, erosion, or that is for topographical or other reasons unsuitable for residential use as determined by the Town of Weaverville, shall not be platted or developed for residential use, nor for any other uses that will continue or increase the danger to health, safety, or property, unless the hazards can be and are corrected.

Sec. 20-5202 Flood Hazard Area Development

- (a) Construction and re-grading of areas lying with a floodplain can obstruct or divert water to other areas, limiting the floodplain's ability to (i) store and slow floodwater; (ii) filter sediments, nutrients and impurities; and (iii) provide fish and wildlife habitat. Proper management of development within the floodplain can help to protect lives and property, and prevent increased flooding.
- (b) The Town has adopted floodplain regulations consistent with the Buncombe County floodplain regulations that were authorized by Part 6 of Article 21 of G.S. Chapter 143, with said regulations being contained in Code Chapter 13.
- (c) The Town has authorized Buncombe County to be the Floodplain Administrator within the Town and, as such, Buncombe County has the authority for all permitting, inspections, and enforcement for all land disturbing and construction activities within the areas of the Town lying within the 100-year floodplain.
- (d) The land designated within the Areas of Special Flood Hazard that are subject to periodic inundation by 100-year flood as shown on FEMA flood insurance rate maps for the Weaverville area shall be identified on all plats.
- (e) Land designated as Special Flood Hazard Areas shall be developed only in accordance with Town Code Chapter 13, and any other applicable federal, state, or local regulation.
- (f) No grading, clearing, removal of significant vegetation, the placement of structures, fill, or any other encroachment activity shall occur within designated Special Flood Hazard Areas zones which would interfere with the natural water course without approval from the Floodplain Administrator based upon certification that such activity mitigates the potential adverse impact of flood hazard. Streets and utility lines and structures may be placed within the flood hazard area only if their elevation is raised above maximum flood heights or if they are otherwise flood protected.

ARTICLE III. SEDIMENTATION AND EROSION CONTROL

Sec. 20-5301 Purpose

The regulation of certain land disturbing activities is necessary in order to prevent the pollution and damage of water sources, lakes, streams and rivers, and other public and private property from erosion and sedimentation.

Sec. 20-5302 Sedimentation and Erosion Control Regulations

- (a) In order to prevent soil erosion and sedimentation pollution of streams, springs, flat waterbodies, drainage networks, or off site sedimentation damage, and when there are plans for land disturbing activity of one (1) acre or more, the Owner shall show proof of an erosion and sedimentation control plan which has been approved by the delegated permitting authority having jurisdiction in accordance with the North Carolina Administrative Code, Title 15A Chapter 4, as adopted by the North Carolina Sedimentation commission, January 11, 1978, as amended.
- (b) The Town, through an intergovernmental agreement entered into by the Town of Weaverville and Buncombe County, has authorized Buncombe County to be the permitting authority for all land disturbing activities within the Town. Persons disturbing one (1) acre or more shall comply with Buncombe County Erosion Control Program regulations (Buncombe County Code, Article V, of Chapter 26), as from time-to-time may be amended, including permitting procedures, inspection, and enforcement protocols.
- (c) The developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected. Temporary erosion and sedimentation control measures shall be placed in accordance with the approved Erosion Control Plan prior to any construction.
- (d) Erosion and sedimentation from land disturbance activities shall be controlled with appropriate methods as indicated in the NCDEQ NC Erosion and Sediment Control Planning and Design Manual or any other method approved by Buncombe County to prevent sediment runoff and siltation of adjoining parcels, lots, and streets.
- (e) In accordance with 15A NCAC 02H .0153, the Town of Weaverville relies upon the North Carolina Sedimentation Pollution Control Act (SPCA) of 1973 as a qualifying alternative program to meet a portion of the NPDES MS4 Permit requirements for construction site runoff control measures. The SPCA requirements include reducing pollutants in stormwater runoff from construction activities that result in land disturbance of greater than or equal to one (1) acre and includes any construction activity that is part of a larger common plan of development that would disturb one acre or more. The State SPCA Program has designated Buncombe County as a delegated county. In addition to the Buncombe County Erosion Control Program, the

Town of Weaverville implements the following measures to meet NPDES MS4 Permit Requirements:

- i. A stormwater hotline is available for reporting sediment run-off from construction sites and for questions concerning construction site activities.
 - ii. Construction site operators are required to control and manage waste at the construction site. Construction site waste items include, but are not limited to sediment, solid and sanitary wastes, oil and grease, concrete truck washout, construction chemicals, construction debris, and pesticides, and shall be handled appropriately so as not to impact water quality. (See Town of Weaverville Code of Ordinances Sec. 22-48 and NCG01)
- (f) The NPDES (NCG01) Construction Stormwater Permit process shall be followed, and the permit acquired prior to start of construction for all construction sites requiring an Erosion and Sediment Control Approval from the State or Buncombe County.

ARTICLE IV. STORMWATER CONTROL

Sec. 20-5401 Purpose

Proper management of stormwater runoff protects property, lessens stream channel erosion, prevents increased flooding, and provides additional protection for floodplains, wetlands, and other water resources and aquatic ecosystems.

Sec. 20-5402 Stormwater Regulations

The Town, through an intergovernmental agreement entered into by the Town of Weaverville and Buncombe County, has consented to the application of the Buncombe County construction and post-construction stormwater control regulations within the Town's jurisdiction and has authorized Buncombe County to perform all permitting procedures, inspections, and enforcement of those regulations.

ARTICLE V. ILLICIT DISCHARGE DETECTION AND ELIMINATION

Sec. 20-5501. Purpose

It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources. The purpose of the regulations set forth in this article is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of illicit discharges into the municipal stormwater conveyance system.

Sec. 20-5502. Illicit Discharges and Connections

(a) *Prohibited Discharges*

No person shall cause or allow the discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the state, or upon the land in such a manner and/or amount as is likely to reach a stormwater conveyance or the waters of the state, unless permitted by an NPDES permit. Prohibited substances and discharges include but are not limited to:

- (1) Wastewater lines (such as from washing machines)
- (2) Sanitary sewer lines
- (3) Food waste
- (4) Oil
- (5) Grease
- (6) Household, industrial, and chemical waste
- (7) Anti-freeze
- (8) Animal waste
- (9) Paint
- (10) Paint wash water
- (11) Garbage
- (12) Litter
- (13) Swimming pool discharges
- (14) Leaves
- (15) Grass clippings
- (16) Dead plants

(b) *Allowable Discharges*

Non-stormwater discharges associated with the following activities are allowed provided that they do not significantly impact water quality:

- (1) Drinking water line flushing
- (2) Discharge from emergency firefighting activities
- (3) Irrigation water
- (4) Diverted stream flows
- (5) Uncontaminated groundwater
- (6) Uncontaminated pumped groundwater
- (7) Discharges from potable water sources
- (8) Residential foundation/footing drains
- (9) Air conditioning condensation
- (10) Uncontaminated springs
- (11) Water from crawl space pumps
- (12) Individual non-commercial car washing operations
- (13) Flows from riparian habitats and wetlands
- (14) Street wash water
- (15) Other non-stormwater discharges for which a valid NPDES discharge permit has been authorized and issued by the US Environmental Protection Agency or by the State of North Carolina, and provided that any such discharges to

the municipal separate storm sewer system shall be authorized by the Town of Weaverville

(c) *Illicit Connections*

Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in subsection (b) above, are unlawful.

Prohibited connections include, but are not limited to: industrial/commercial floor drains, waste water or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and waste water from septic systems.

Where such illicit connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance or regulation prohibiting such connections, the property owner or the person using said connection shall remove the connection within one (1) year following the effective date of this article; however, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

Where it is determined that said connection either (a) may result in the discharge of hazardous materials or may pose an immediate threat to health or safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or (b) was made in violation of any applicable regulation or code, other than this section, then the Stormwater Administrator shall designate the time period within which the illicit connection shall be removed. In setting the time limit for compliance, the Stormwater Administrator shall take into consideration the following:

- (1) The quantity and complexity of the work;
- (2) The consequences of delay;
- (3) The potential harm to the environment, to the public health, and to public and private properties; and
- (4) The cost of remedying the damage.

(d) *Spills and Accidental Discharges*

In the case of accidental discharges, the responsible party shall immediately begin to collect and remove the discharge and restore all affected areas to their original condition. The responsible party shall immediately notify the Town of Weaverville of the accidental discharge, including the location of the discharge, type of pollutant, volume or quantity discharged, time of discharge, and the corrective actions taken.

Notification shall not relieve any person of any expenses related to the restoration, loss, damage, or any other liability which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability which may be imposed by federal, state, or other law.

(e) *Notice of Violation*

When the Town Manager, Stormwater Administrator, or other authorized representative finds that a discharge or connection violates any provisions of this article, the Town Manager, Stormwater Administrator, or authorized representative, may issue a Notice of Violation. The Notice of Violation shall identify the nature of the violation, amount of penalty (if applicable), set forth the measures necessary to comply with this article and provide a specific time period for compliance.

The Notice may be served by registered or certified mail, hand delivery, or any other means determined to give actual notice. Refusal to accept the notice shall not relieve the violator's obligation to comply with this article or to pay any applicable penalty.

(f) *Enforcement and Penalties*

Any person that violates the provisions of this article is subject to a civil penalty.

- (1) No penalty shall be assessed until the person alleged to be in violation has been notified of the violation.
- (2) The maximum civil penalty for each violation of this article is \$5,000. Each day of violation shall constitute a separate violation and can be assessed from the date the violation first occurs.
- (3) The Town Manager, Stormwater Administrator, or other authorized representative shall determine the amount of the civil penalty assessment. In determining the amount of a civil penalty, all relevant mitigating and aggravating factors shall be considered including, but not limited to, the following:
 - i. Degree and extent of harm caused by the violation;
 - ii. Cost of rectifying the damage;
 - iii. Whether the violator saved money through noncompliance;
 - iv. Whether the violator voluntarily took reasonable measures to restore any areas damaged by the violation;
 - v. Whether the violation was committed willfully;
 - vi. Whether the violator reported the violation;
 - vii. Prior record of the violator in complying or failing to comply with this Code or any other local, state, or federal water pollution control rule or regulation;
- (4) In addition to the civil penalty, penalties for costs to restore damaged property may be assessed based on restoration costs, which include but are not limited to, cleanup costs, devaluation of property, and value of animal and plant life damaged or destroyed.
- (5) If an alleged violator does not pay a civil penalty assessed within 30 days after it is due, or does not appeal a civil penalty assessment as provided in subsection (g) below entitled "Appeals Process", the Stormwater Administrator shall request the North Carolina Department of Environmental Quality, Division of Water Quality, to administer the penalty.
- (6) Violation of these regulations shall not constitute a misdemeanor or infraction punishable under the criminal laws of North Carolina.

(g) Appeals Process

Any person who desires to appeal a demand for payment of the civil penalty shall have 30 days from said demand of payment to submit an appeal in writing to the Town Manager or Stormwater Administrator. The Town of Weaverville shall then grant an appeal hearing before the Weaverville Town Council within 30 days after receipt of the appeal. The Town of Weaverville shall provide the appellant with a minimum of 10 days advanced written notice of the time and place of the appeal hearing. Thereafter, the appellant shall have 30 days to comply with the final decision of the appeal hearing.

ARTICLE VI. STEEP SLOPE REGULATION AND MOUNTAIN RIDGE PROTECTION

Sec. 20-5601 Purpose and Objectives

This article regulates development on mountains and hillsides to ensure growth occurs in a manner that will preserve the Town's visual character, protect the public health, safety and welfare, and promote environmentally sound design and planning. The regulations established in this article recognize development in hilly or mountainous areas involves special considerations due to the slope of the land. The following objectives serve as general guidelines to fulfill the purpose of this section.

- (a) To reduce the likelihood of slope failures by promoting safe and stable slopes on developed or disturbed land;
- (b) To prevent inappropriate development and to protect life and property from potentially hazardous conditions;
- (c) To protect the quality of wetlands and watercourses from increased sedimentation;
- (d) To minimize grading, cut and fill operations, and impervious surfaces;
- (e) To protect plant and animal habitat from disturbance, development, and the removal of vegetation;
- (f) To preserve the aesthetics and qualities of the natural terrain and to respect the existing topography and natural conditions; and
- (g) To require disclosure of landslide hazards to purchasers of properties located in area vulnerable to landslides as indicated on maps prepared by the North Carolina Geological Survey (NCGS)

Sec. 20-5602 Applicability

The provisions of this article apply in the following circumstances:

- (1) Any portion of a lot, parcel, or tract of land which has been approved for development or subdivision after the date of adoption of this section shall be required to comply with the provisions of this section.

- (2) Additions to existing structures greater than 600 square feet of disturbed area.
- (3) Site disturbances encompassing more than 600 square feet of disturbed area.

Sec. 20-5603 Exemptions

The following land uses or activities are exempt from the requirement of this article provided they comply with any limitations or conditions specified herein and all other provisions of this Chapter 20:

- (a) Lots containing an average natural slope of less than 25%
- (b) Agricultural and forestry uses or activities consistent with all state and federal laws and the latest Best Management Practices for those activities;
- (c) Landscape maintenance activities, including the removal of diseased, dead or damaged trees.
- (d) Previously approved developments are exempt for a period of two years subsequent to the effective date of this article.
- (e) Any legally non-conforming lots of record, referring to the owner or any successor in interest of a vacant lot of record existing as of the effective date of this section, shall be entitled to build one single-family home thereon, provided, however, that approval shall be in accordance with Code Sec. 20-1602(b) related to nonconforming lots.

Sec. 20-5604 General Regulations for Development and Other Land Disturbing Activity on Steep Slopes

- (a) *Plan Requirements* – Steep slope areas shall be clearly indicated on all site plans, development plans, preliminary plats, final plats, special use permits and plans submitted as a part of a conditional district.
- (b) *Appeal of Administrative Decisions* –When a property owner or developer disagrees with an administrative decision which determines the presence or location of a steep slope area, the property owner or developer may present a topographical map and slope calculation certified by a professional surveyor, engineer, or architect, and request a new determination. Appeals of final administrative decisions or determinations shall be made to the Board of Adjustment pursuant to Code Sec. 20-1308 and 20-1309.
- (c) *Requirements for Roads and Driveways*
 - i. All new public and private roads and driveways shall be designed and constructed to minimize the potential for landslides, erosion, and runoff.
 - ii. Roads and driveways shall be located to preserve the maximum number of existing trees on the site.

- iii. Roads and driveway shall be designed to create the minimum feasible amounts of land coverage and the minimum feasible soil disturbance. Variations in road design and construction specified by the Town in its regulations shall be permitted, as approved by the Administrator, to prevent the dedication of unnecessarily large amounts of land to such roads or driveways.
- (d) *Development Limitations* – Development and land disturbance on steep slope areas shall be conducted in accordance with the following requirements. Compliance with these requirements shall be determined by the approving authority.
 - i. Artificial or reconstructed slopes shall not exceed 50% or 2H:1V. All fill shall be stabilized in conformance with generally accepted engineering standards, including a compacted density of at least 95%. Non-load bearing retaining walls shall be encouraged to reduce the amount of disturbance to the natural slope.
 - ii. To accommodate building placement on steep slope areas, front and side yard setbacks on interior lots of the development may be reduced by up to 50% at the discretion of Board of Adjustment using the procedures for a variance. Where appropriate, buildings and structures should be located as close to the road as possible to preserve the natural terrain and to minimize disturbance and the length of driveways.
 - iii. Sedimentation and erosion control shall be provided during and after construction consistent with the requirements of Article III of this Part V and Buncombe County’s Erosion and Sedimentation Control Program.
- (e) *Density and Lot Size* – Densities of residential development shall be reduced in steep slope areas to support the goals and objectives of this article. Development on lands subject to this article shall meet the density requirements shown below in the table.

Maximum Density by Existing Slope		
Existing Slope	Minimum Lot Size (Acres)	Maximum Density (units per acre)
25.00% - 44.99%	0.5	1.00
45.00% - 59.99%	2.0	1.00
60.00% +	4.0	1.00

Sec. 20-5605 Structure Height and Mountain Ridge Protection

The maximum height of any building shall not extend closer than 15 feet to any point on a mountain ridge on which said building is constructed. For the purposes of this article, mountain ridge refers to geological formations and not vegetation.

TECHNICAL AMENDMENTS

CHAPTER 13 – FLOOD DAMAGE PREVENTION

Sec. 13-80. Appeals.

...

- (6) *Appeals from decision of board of adjustment.* Appeals from the board of adjustment may be taken to the courts pursuant to G.S. ~~160A-388, as amended~~ 160D-1402, as from time to time may be amended.

CODE SECTIONS TO BE REPEALED IN FAVOR OF NEW PART V OF CHAPTER 20:

- Article VII of Part III of Chapter 20 entitled “Hillside Development Regulations – repeal; replaced with new regulations at Article VI of Part V of Chapter 20
- Code Sec. 20-1110 entitled “Erosion and Sedimentation Control” – repeal; content moved to new Article III of Part V of Chapter 20
- Code Sec. 20-1111 entitled “Floodplain Regulations” – repeal; content expanded and moved to new Code Sec. 20-5202 entitled “Flood Hazard Area Development”
- Code Sec. 20-1112 entitled “Stormwater Control” – repeal; content moved to new Article IV of Part V of Chapter 20

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024

SUBJECT: Revisions to Weaverville Tailgate Market Memorandum of Understanding

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Revised Memorandum of Understanding

DESCRIPTION/SUMMARY OF REQUEST:

The Weaverville Tailgate Market has requested a change to the Memorandum of Understanding (MOU) to include the use of both the Albert Weaver Room and the Multipurpose Room at the Community Center for all of their market days. Currently the use of the Multipurpose Room is limited to the Winter/Holiday markets.

The Town Manager and Recreation Coordinator/Community Center Manager are in agreement with the modifications and recommend that the attached revised MOU be approved by Town Council. The Town Attorney was involved in the drafting of the revised MOU and also supports its adoption.

COUNCIL ACTION REQUESTED:

Town Council approval of the revised Memorandum of Agreement with the Weaverville Tailgate Market. A proposed motion is as follows:

*I move that we approve the revised **Memorandum of Understanding Between the Town of Weaverville and the Weaverville Tailgate Market.***

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF WEAVERVILLE AND
THE WEAVERVILLE TAILGATE MARKET**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Town of Weaverville and the Weaverville Tailgate Market (collectively referred to as the Parties);

WHEREAS, the Town of Weaverville (hereinafter the “Town”) is a municipal corporation organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Weaverville Tailgate Market (hereinafter “Tailgate Market”), is a non-profit corporation organized and existing under the laws of the State of North Carolina, and hosts tailgate and craft markets for local and regional vendors within the Weaverville area; and

WHEREAS, the Town owns and operates the Weaverville Community Center on Dottie Sherrill Knoll, located at 60 Lakeshore Drive, Weaverville, North Carolina (the “Community Center”);

WHEREAS, the Tailgate Market wishes to formalize a relationship between the Town and the Tailgate Market in order to provide for a regular schedule of market offerings at the Community Center;

NOW, THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

SECTION 1. PURPOSE. The purpose of this MOU is to establish a general framework for cooperation and collaboration between the Town and the Tailgate Market. This MOU is non-binding but will assist in defining the relationship between the Parties in order to ensure that the goals of each are accomplished in a mutually supportive way.

SECTION 2. GUIDING PRINCIPLES AND ASSUMPTIONS.

- The Town wishes to support the agricultural community within the Town and surrounding areas by providing space for a regular schedule of tailgate market events.
- The Tailgate Market is an independent corporate entity and is not legally or financially affiliated with the Town. The Tailgate Market coordinates market events which offer the sale of agricultural products and/or craft and artisan products.
- Town Council is authorized to set fees on the use of its facilities and waive those fees as deemed appropriate and to partner with a non-profit corporate entity for the provisions of certain opportunities and programming.
- The Town may provide programming for certain holidays and special events and the Tailgate Market regular schedule is subject to cancellation for such events.
- The Community Center is an approved polling site and is subject to use by the Buncombe County Board of Elections for early voting and election day voting. **The Board of Elections use preempts all other Town or Tailgate Market events and will result in the cancellation of Tailgate Market events during early voting and election day voting.**

SECTION 3. TAILGATE MARKET ACTIVITIES AND OBLIGATIONS.

The Tailgate Market agrees to generally provide, on a weekly basis, market events available to the general public at the Community Center with said events being focused on the sale of local and regional agricultural products and/or craft and artisan products. Subject to availability, the market events are to be generally held as follows:

A. OPERATIONAL REQUIREMENTS AND LIMITATIONS.

- 1) The Winter Market shall be from January through March;
- 2) The Regular Market shall be from April through October;
- 3) The Holiday Market shall be from November through December;
- 4) All markets are on Wednesdays from 12 pm to 7 pm (includes set up and breakdown);
- 5) All markets include use of the Albert Weaver Room, Multipurpose Room (including tables and chairs reserved for use in the Multipurpose Room), restrooms, and patio;
- 6) The Winter and Holiday Markets include up to eight (8) parking spaces in the lower non-brick parking area in the Community Center parking lot (designated parking spaces), and the Regular Markets include the entire lower non-brick parking area in the Community Center parking lot;
- 7) All markets include a maximum of 20 inside vendors in the Albert Weaver Room and up to 10 inside vendors in the Multipurpose Room;
- 8) The Regular Market includes a maximum of 15 outside vendors arranged in the lower non-brick parking area;
- 9) Except as expressly stated herein, usage does not include Town tables or chairs, the fireplace, or kitchen;
- 10) All vendors must use adequate floor protection for their tables, chairs, and signage, such that the floor is protected from cuts, scratches, marring, and scuffing;
- 11) Access to the Town's guest Wi-Fi will be granted, if available;
- 12) Vendors are allowed to unload and load in the Community Center parking lot but must move their vehicles to any available designated parking spaces or the lower Lake Louise parking lot during the market;
- 13) Plants and other items that tend to be messy are not permitted indoors;
- 14) Market activities must not impede reasonable pedestrian and vehicular access to the Community Center;
- 15) Food sampling is allowed, subject to prompt cleanup of spills;
- 16) Tents and canopies must be properly weighted on all legs to avoid risk of damage and/or injury in a wind event;
- 17) Vendors must stay off of the sidewalks, grass, and mulched areas;
- 18) Long electrical extension cords are not allowed so that electrical and trip hazards are minimized.

B. SECURITY DEPOSIT. The Tailgate Market agrees to submit a \$200.00 standing security deposit for the regular use of the Community Center and its grounds. The security deposit shall be applied towards any damage to the facility due to the Tailgate Market use of the facility and property but does not provide a cap for such charges.

C. CLEANING FEES. In lieu of facility use fees the Tailgate Market agrees to provide \$110.00 per week for the Winter Markets and Holiday Markets and \$110.00 per week for the Regular Markets, to cover cleaning fees. Fees are subject to change to account for any adjustments in pricing from the cleaning company under contract with the Town. Cleaning shall cover the general cleaning of the Albert Weaver Room, if applicable, restrooms, and parking lot areas, if applicable. The Tailgate Market shall be responsible for returning patio furniture to its original positions and sweeping the patio (if used) and disposing of trash and recyclables by

utilizing the trash and recyclable receptables provided at the Community Center. Cleaning shall be scheduled and coordinated by the Town's Recreation Coordinator.

The Tailgate Market shall not be charged any cleaning fees for Market events that are cancelled due to weather, facility issues (including power outages), election activities, or Town-provided programming.

- D. **SIGNAGE.** Signage for the Tailgate Market may only be placed on the Community Center property on the days that a market is to be held and is limited to two A-frame type signs and not more than 10 small ground signs on the Community Center property. Signs may be placed in the grassy and mulched areas as long as plantings are not disturbed. Signs not removed by the Tailgate Market will be collected by Town staff with a fee of \$20.00 being charged for removal and storage.
- E. **ADDITIONAL REQUIREMENTS OF VENDORS.** The Tailgate Market agrees to require all individuals or organizations operating under it to:
- 1) Comply with all law, rules and regulations governing the Community Center and its operations;
 - 2) Comply with the non-discrimination provisions of this MOU;
 - 3) Coordinate any scheduling changes with the Recreation Coordinator;
 - 4) Make all reasonable efforts to ensure the security of the facilities and property and the safety of the event participants and attendees;
 - 5) Be responsible for setting up and breaking down the room or property that is to be used for each event;
 - 6) Ensure that the facilities and property are left clean and in good condition for the next program, with the understanding that basic cleaning will be provided for the Albert Weaver Room and the restrooms after each market;
 - 7) Offer entry free of charge to the public.
- F. **INSURANCE.** The Tailgate Market agrees to maintain, at its expense, comprehensive liability insurance through an A-rated company recognized by the State of North Carolina and must have a combined single limit for bodily injury and property damage of not less than \$1,000,000, insuring the Tailgate Market against all claims, demands, and causes of action for injuries received or damages to property in connection with the use of the Community Center. The Tailgate Market agrees to add the Town as an additional insured on its policy and to provide the Town with a copy of said insurance policy annually and upon request.

SECTION 4. TOWN OBLIGATIONS.

The Town agrees to generally reserve the Community Center for Tailgate Market events as described above, subject to periodic cancellation due to facility issues and facility availability.

The Town agrees to waive any and all rental fees associated with regularly scheduled Tailgate Market events.

SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND NON-DISCRIMINATION.

The Tailgate Market shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter are in force, pertaining to the Community Center and its use.

The Town of Weaverville opposes discrimination on the grounds of race, religion, religious beliefs or non-beliefs, color, national origin, ethnicity, limited English proficiency, income-level, sex, sexual

orientation, gender identity or expression, age, or disability, and urges all of its contractors to adopt non-discrimination policies and practices, and to provide a fair opportunity for all individuals, including those individuals historically excluded and under-represented, to participate in their work forces and as subcontractors and vendors under Town contracts. The Tailgate Market agrees to honor these non-discrimination practices and not discriminate on any of the above-stated bases in the programs, services, and activities that it provides under this MOU.

SECTION 6. NOTICES. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the US Postal Service first class, certified, or express mail, or other overnight mail service, or hand-delivered, when addressed as follows:

- TO THE TOWN:**

Town Manager
30 South Main Street
Weaverville, NC, 28787
- TO WCCHL:**

Weaverville Tailgate Market
777 Petersburg Road
Marshall, NC 28753

SECTION 7. TERM, TERMINATION, AND AMENDMENT.

The term of this MOU began on November 1, 2023, and is due to expire on December 31, 2024, but may be extended by mutual agreement of the parties.

The MOU shall immediately terminate in the event that the Tailgate Market dissolves or loses its non-profit tax-exempt status. If the Tailgate Market defaults in the performance of any obligation of condition stated herein, the Town may give notice to the Tailgate Market of such default and if the Tailgate Market does not cure any such default within 30 days after giving such notice then the Town may terminate this MOU on not less than 30 days’ notice to Tailgate Market. This MOU can be terminated by either party upon six (6) months advanced written notice.

This MOU may be amended in writing signed by the authorized representative of both Parties.

APPROVED BY the Town of Weaverville on the 25th day of September, 2023, and revised on the 26th day of February, 2024.

APPROVED BY the Weaverville Tailgate Market on the ____ day of _____, 2024.

TOWN OF WEAVERVILLE

By: Patrick Fitzsimmons, Mayor

WEAVERVILLE TAILGATE MARKET

By: Lori Jenkins, President



TOWN OF WEAVERVILLE EARTH DAY 2024 PROCLAMATION

WHEREAS, on April 22, 1970, millions of people took to the streets to protect the negative impacts of 150 years of industrial development and, since then, millions of people have celebrated Earth Day in order to increase the awareness among people of the issues affecting the environment in which we live; and

WHEREAS, in the last 10 years, we have made more and more plastic and this is dangerous for both the environment and our health;

WHEREAS, Kathleen Rogers, who represents EarthDay.org, tells us that plastic is everywhere, even inside us (which is bad for our health), through small pieces of plastic, “microplastics”, which are getting into our food, water, and air;

WHEREAS, Denis Hayes, another activist, says the petrochemical industry makes a lot of plastic and is a big part of the problem in that: factories are typically put in poor areas and hurt the people and the environment there, most items (like plastic bags and drinking bottles) are not recycled, and making plastic bottles uses a lot of water;

WHEREAS, the theme for 2024, is Planet vs. Plastics, with a goal of increasing awareness on the health risk of plastics, the phasing out of all unnecessary single use plastics, an end to fast fashion, and, ultimately, a future without so much plastic;

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

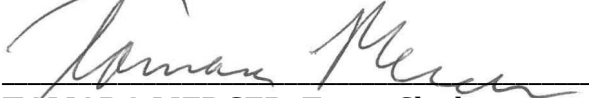
NOW, THEREFORE, I, Patrick Fitzsimmons, Mayor of the Town of Weaverville, do hereby proclaim Monday, April 22, 2024, as Earth Day and, in support of less plastic and a healthier planet, encourage you to:

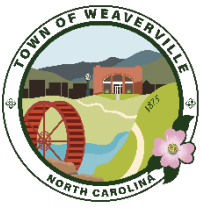
- Avoid single-use plastics such as drinking straws
- Switch to a re-usable water bottle or coffee mug
- Carry and use re-usable cloth bags when shopping
- Replace Tupperware and plastic containers with glass or steel containers
- Be mindful of synthetic clothing materials when shopping for clothes
- Recycle plastic waste in correct recycling containers
- Reuse plastic containers instead of throwing them away

THIS the 26th day of February, 2024.


PATRICK FITZSIMMONS, Mayor

ATTEST:


TAMARA MERCER, Town Clerk



Town Manager's Monthly Report

Selena D. Coffey, ICMA-Credentialed Manager

February 2024

COUNCIL FOLLOW UP ITEMS & UPDATES

Update on Recreation Complex Programming

The Recreation Complex opened February 3. Public Works unlocks the courts in the morning and checks the net height on each court. The basketball and pickleball courts have been in heavy use on nice days, and we're seeing folks of all ages using the courts. People have been walking, driving, and biking to the Complex. Our initial 1pm closure of the courts presented an issue with one group of players, and it is staff's opinion that we may be able to shift the closure to 2pm as we see how things progress with the Tailgate Market in the warmer months. The pickleball open play hours seem to be working very well with the core group relying on the *TeamReach* mode of communication.

Short-Term Rentals Listening Sessions

I recently shared with Town Council the final report from Kayla DiCristina, Land of Sky Regional Council, on our short-term rental public input process. You can also find the final report at <https://weavervillenc.org/short-term-rentals-community-engagement-final-report>. Kayla will be presenting her findings at the next Planning Board meeting on Thursday, March 7.

OSHA Consultation Visits Update

As I reported last month, we requested an OSHA consultative visit for our departments. These visits were held on February 13 and 15 and our departments fared very well. The consultants found very few issues and I appreciate our entire team's efforts to ensure the continued health and safety of our employees. Thank you to Fire Marshal Kile Davis who serves as our Safety Committee Chair.

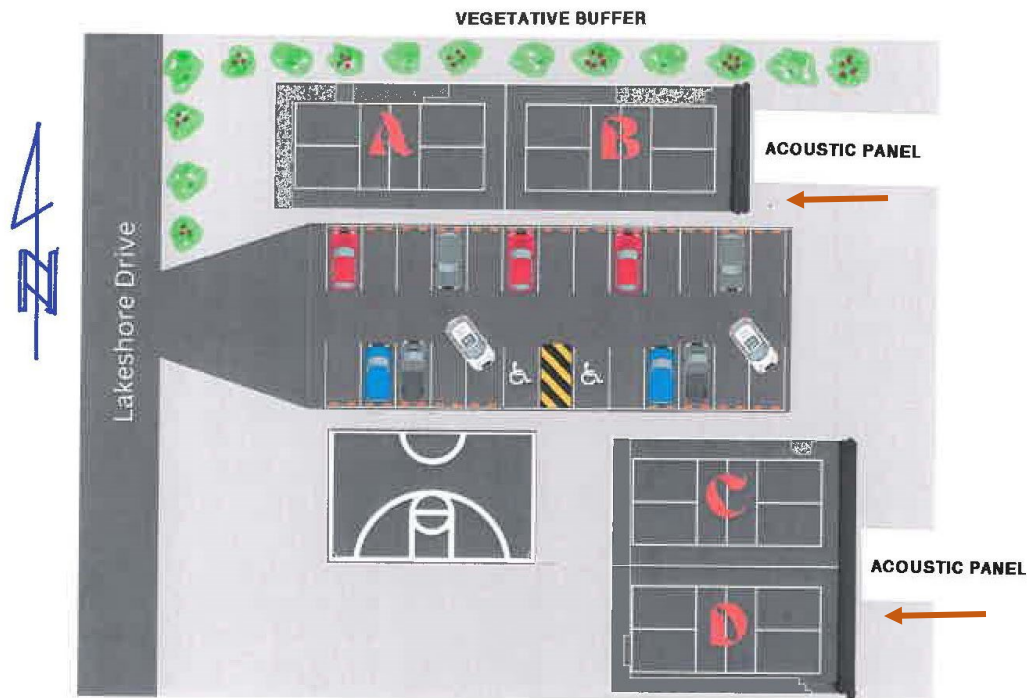
Eller Cove Watershed Trail System Update

We have received the final report from Elevated Trail Systems but have decided to delay the presentation of the report until after the Quarry Road Trail System report is complete. This work will begin this month and we hope to have a presentation for both locations in March or April.

Pickleball Courts and Noise Reduction Efforts

The Town opened our pickleball courts on February 3 at the Lake Louise Park Recreation Complex. Since their opening, we have received comments from residents who live near the courts regarding noise. On the east side of the pickleball courts, we are planning to install a sound barrier, which will serve as an acoustical dampening solution for pickleball courts. This will provide sound reduction of 32 decibels. On the west and north side of the courts, we are planning on planting a combination of Leyland Cypress and American Holly to serve as a vegetative buffer. Please see the attached illustrations. The acoustical sound barrier installations and vegetative buffers could

be completed as early as the first part of March. We appreciate our residents' patience with us as we continue improving the recreation complex and addressing concerns. As I have shared with Council, a group of neighbors from Metcalf Drive has asked that staff meet with them on an upcoming Saturday to share our plans for abating the noise at the pickleball. Please see the illustration below and note that we may also need to put the noise abatement material on the north side of courts A and B as well to limit the noise impact.



Active Weaverville Committee Update

The Active Weaverville Committee met for the third time in early February. This group, composed of residents, business owners, and Town staff has identified two project priorities:

- 1) The first project is focused on narrowing the intersection at Hillside and S. Main Streets (pages 68-69 in the Active Weaverville Plan). This project is termed a “quick win” – a project that can primarily be run by the Town and requires mostly flexible materials and paint. Public Works Director Pennell has reached out to the NCDOT Buncombe County Maintenance Engineer regarding this project and is awaiting reply. In anticipation of their approval, Public Works has purchased 20 white delineator posts and additional white striping to be used for the intersection update. Ideally this quick win will be managed and completed by the Town, and will help to calm traffic, reduce the turn radius at Main Street, and make pedestrian crossing safer.
- 2) The second project the Committee has begun discussing is the Main Street Streetscape Project (pages 86-88 in the Plan). This project would require substantially more funding and participation on the part of DOT. The Weaverville Business Association has endorsed this project as it is shown in the Active Weaverville Plan. Staff is now working to identify the best

next step before presenting this project to Town Council as a priority. There is the option of limiting the scope by separating out pieces of the plan, for example – focusing on the bulb outs and green spaces first, and then tackling the crosswalks in a next phase. This approach would be in service of faster project completion and potentially expedite DOT approval.

On behalf of the Committee, Staff is also looking into the implementation of a couple Program, Policy, and Code recommendations. The Committee meets monthly at this time.

Deceased Ducks at Lake Louise Park

As you are aware, as reported in my recent press release, we have had at least two ducks die at Lake Louise. The deceased ducks were sent for testing and returned a preliminary positive result for Avian Flu from the University of Georgia lab. As is routine, the ducks have been sent to a second lab in Minnesota for secondary testing. We have been informed by Justin McKey, District Biologist, that there have been cases where the secondary lab findings ruled out an original positive result. I will keep you and the community informed about the secondary lab results.

Dry Ridge Historical Museum

Attached you will find the Dry Ridge Historical Museum annual report for calendar year 2023. This report is a requirement within the lease agreement for the space at the Community Center.

INFORMATION

Budget Process

Staff has begun the budget process and will be prepared for the first budget workshop on March 19. At this budget workshop staff will present preliminary revenue estimates for the upcoming fiscal year and will be asking for your upfront input as to what you would like to be considered in the upcoming budget. Some questions to help you prepare: *What would you like to see included in the budget? Are you opposed to fee increases, tax increases, etc.? Do you have ideas for new programs that you would like Council to discuss for inclusion in the budget?* Please know that Town Council's input is very important to me as I develop my proposed budget and I encourage you to share as much as you would like during this first meeting. I have attached the budget calendar for your review and in preparation for future additional budget workshops.

Meeting with Duke Energy regarding Fast/DC Charging Stations

This month Patrick, Chief Davis, and I met with Duke Energy District Manager Jennifer Bennett and a third-party firm recently to discuss the potential of purchasing and installing two fast/DC charging stations for our law enforcement electric vehicles. I will be further researching this in consideration of inclusion in the upcoming budget process.

Potential Collaborations with Weaverville Business Association (WBA)

Town Council will be updated more on this later, but I wanted to inform you that we are working with the WBA on a collaboration that may involve holding the Candlelight Stroll on the evening of the annual holiday parade in December. This is an exciting potential collaboration that I believe could culminate in a great event for our community.

Appointment of Assistant Police Chief Oberlin as New Police Chief

As you are aware, Chief Davis is retiring at the end of March. It is bittersweet that we wish Chief Davis well in his retirement. However, thanks to Chief Davis, he will be leaving on top with a topnotch department to serve our community. Last week, I officially appointed Assistant Chief Oberlin as our new Police Chief effective April 1. Congratulations to Chief Davis and thank you for leadership, and congratulations to incoming Chief Oberlin for this new chapter in your career! Remember to join us for the retirement reception for Chief Davis to be held on March 21 from 4pm-6pm at the Community Center.

Early Voting

Early voting began Thursday, February 15 and will run through Saturday March 2. Regular voting begins Tuesday March 5th. The Albert Weaver Room and the kitchen are closed to the public for the entirety of this time. Programs offered through the Weaverville Center for Creative and Healthy Living (WCCHL) either relocate to the Town Hall Community Room or move over to the multi-purpose room during this time period.

UPCOMING EVENTS AND IMPORTANT DATES

- March 19, 2024, 6pm, Town Council Budget Workshop #1
- March 21, 2024, 4pm-6pm Retirement Reception for Police Chief Davis, Community Center

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: February 26, 2024
Subject: Audit Contract for FY 2024 Audit
Presenter: Town Finance Director
Attachments: None

Description:

The most recent FY 2023 Audit with Gould Killian CPA Group was year three of a three-year contract with their firm. The Town Manager and Finance Director strongly recommend negotiating another contract with them rather than sending out an RFP (Request for Proposal) for the upcoming FY 2024 audit for the following reasons:

- The pool of auditors that conduct governmental audits has been shrinking for the past several years. It has become more and more difficult for government units to find reliable, proficient auditors.
- Negotiating with the current auditor will save the Town money. If we issue an RFP, Gould Killian will have to give us a market rate as they would any other client, which will be higher than a negotiated rate without an RFP.
- The last time the Town issued an RFP was in 2018 and only two other audit firms (besides Gould Killian) responded. One sent an incomplete and subpar packet and the other one had poor peer reviews and a higher price.
- State Statute requires that the Town submit a completed audit to the LGC (Local Government Commission) by October 31 each year, with no exceptions or extensions granted. Not having a proficient auditor can jeopardize missing the deadline which can have serious consequences.
- With the \$15M in grant funds the Town was recently awarded, we will be required to have additional "Single Audits" in the year(s) those funds are spent, placing even more importance on having a reliable auditor.

Action Requested:

The Town Manager recommends approval from Town Council to negotiate another three-year contract with Gould Killian for audit services.

Suggested Motion:

I move that Town Council approve the negotiation of another three-year contract for audit services with Gould Killian CPA Group.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024

SUBJECT: Voluntary Annexation Petition – +/-22 Acres at 75 Cole Road

PRESENTER: Town Attorney

ATTACHMENTS: Voluntary Annexation Petition and Supporting Documentation
Map and Property Tax Map Showing Property to be Annexed
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

Roger Spittle has submitted a voluntary annexation petition seeking to have +/- 22 acres located at 75 Cole Road annexed into the Town of Weaverville. The purpose of the annexation appears to be to obtain Town services, including water, to support the development of 220 residential units that are proposed on the property.

The petitioners are requesting an initial zoning designation of R-12.

A water commitment application has also been submitted and is expected to be presented at next month's Town Council meeting.

Should Town Council wish to proceed with this annexation the next step is to direct the Town Clerk to investigate the sufficiency of the annexation petition and to send the initial zoning request to the Planning Board for review and recommendation. A resolution for this purpose is attached for consideration.

COUNCIL ACTION REQUESTED:

Town Council discussion and direction and possible adoption of the attached resolution.

PETITION FOR VOLUNTARY ANNEXATION

PETITION/APPLICATION

Town of Weaverville, North Carolina

Submittal Date: 1/31/2024
 Date Fee Paid: _____
 Petition No: 2024-3

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Roger Spittle 3300 Piney Grove Road, Charlotte N.C. 28212	704-651-8683 rogerspittle@gmail.com	6283-1006 9743-35-2359	DocuSigned by: <i>Roger Spittle</i> F4C07F334E1F4FD...

5. Zoning vested rights ☐ are not claimed, ☐ have been established under G.S. §§ 160D-108 and/or 160D-108.1 as follows [describe and attach the order and approved site plan]:

Total Acreage to be annexed: 22.06

Population in annexed area: _____

Proposed Zoning District: R-12

Reason for annexation: Receive Town Services ☐ Other (please specify)

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

PETITION FOR VOLUNTARY ANNEXATION DATA SHEET

Town of Weaverville, North Carolina

Submittal Date: 1/31/3024

Petition No. _____

Annexation Area Name: _____

Petitioner: Warren Sugg – Civil Design Concepts

Subject Area Acreage: 22.06

Current Land Use: multiple residential

Proposed Land Use or Development (describe): Multi-Family Apartments

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

Residential (multi-family): Number of Units: 220 Anticipated build out in 1 years
Owned: Average Sales Price: \$ _____ /building unit
Rental: Average Rental Amt: \$ _____ /month

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

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

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

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

Infrastructure: Linear feet of publicly dedicated roadways proposed: _____ feet
Public water proposed (describe): 1,100 linear feet of water line from end/tap of existing town water line and extended into the site.

Other Public Services Requested (describe): _____

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

DocuSigned by:

Roger Spittle

F4C07F334E1F4FD
Signature of Owner(s)

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

PROPERTY LEGAL DESCRIPTION:

PARCEL ID: 974335235900000
STREET ADDRESS: 75 Cole Rd

PROPERTY OWNER:

(complete Certificate of Authority if a corporation or LLC)

PROPERTY OWNER: Roger Spittle

PROPERTY OWNER CONTACT INFORMATION:

EMAIL ADDRESS: rogerspittle@gmail.com
PHONE NUMBER: 704-651-8683
MAILING ADDRESS: 3300 Piney Grove,
Charlotte, NC 28212

PERMIT SOUGHT/APPLICATION TO BE SUBMITTED: Rezoning Application & Petition for Annexation

NAME OF INDIVIDUAL AGENT: Warren Sugg

NAME OF CONTRACTOR/CONSULTING FIRM: Civil Design Concepts, PA

AGENT CONTACT INFORMATION:

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

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

DocuSigned by:

Roger Spittle

Property Owner Signature

Property Owner Signature

Date: 1/31/2024

Date: _____

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

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org
Application Fee Based Upon Size of Property

OWNER/APPLICANT NAME:

APPLICATION DATE: 01-31-2024

PHONE NUMBER:

MAILING ADDRESS:

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



The Zoning Map



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

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: 75 Cole Road

PIN: 9743-35-2359

LOT AREA (acres): 22.06

CURRENT ZONING DISTRICT: Buncombe County R-3 PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:



Total acreage



Current owner(s) and date of survey



Property location relative to streets



North arrow



Existing easements, rights of way, or other restrictions on the property



Areas located within the floodplain



Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 20 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S):

TOWN OF WEAVERVILLE APPLICATION FOR A ZONING MAP OR TEXT AMENDMENT

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

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

DocuSigned by:

Roger Spittle

1/31/2024

SIGNATURE OF APPLICANT

DATE

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

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

REZONING FEE SCHEDULE:

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

Text Amendment

Fees..... \$500.00

OFFICE USE ONLY

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

[illegible]

1:9,028

0 0.1 0.2 0.4 km

0 0.075 0.15 0.3 mi

**RESOLUTION CONCERNING VOLUNTARY ANNEXATION PETITION
SUBMITTED BY ROGER SPITTLE FOR 75 COLE ROAD
WEAVERVILLE ANNEXATION NO. 2024-3**

WHEREAS, a petition requesting annexation of that property located at 75 Cole Road and bearing Buncombe County Parcel Identification Number 9743-35-2359 was received from Roger Spittle; and

WHEREAS, N.C. Gen. Stat. §§ 160A-31 and 160A-58.2 provide that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town of Weaverville is also in receipt of an application for a zoning map amendment request for an R-12 zoning classification for the property to be annexed; and

WHEREAS, the Town Council of the Town of Weaverville deems it advisable to proceed in response to this request for annexation and initial zoning;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that:

1. With the assistance of the Town Attorney, the Town Clerk is hereby directed to investigate the sufficiency of the above-reference petition and to certify to Town Council the result of her investigation; and
2. The Town Planner is directed to place the application for initial zoning of R-12 on the next regular meeting of the Weaverville Planning Board's so that the Board can review the requested zoning for consistency with the Town's Comprehensive Land Use Plan and forward a recommendation to Town Council prior to or at a public hearing that may subsequently be held on this matter.

THIS the 26th day of February, 2024.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

TAMARA MERCER, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024

SUBJECT: Resolution Supporting Application for County Passive Recreation Lands Grant

PRESENTER: Town Manager and Town Attorney

ATTACHMENTS: Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

Town Council has challenged its Manager and Town departments to pursue grant funding where identified and available to support approved projects or projects under consideration.

The Town Manager is requesting authority to submit an application for some of the Buncombe County Open Space Bond monies that were approved in 2022 for possible trail installation on the Eller Cove Watershed ("Weaverville Watershed") property.

In the next couple of months, Elevated Trail Design is due to present its feasibility studies to Town Council for both the Weaverville Watershed trails as well as for trails in the Reems Creek/Quarry Road area.

Based on preliminary information received from Elevated Trail Design, staff believes that the Weaverville Watershed Trails Project is a good fit for the Passive Recreation Lands component of the Open Space Bond and does not want to miss a possible funding source for the project.

The Town Attorney notes that this resolution does not take away Town Council's right to make the decision to proceed with the Weaverville Watershed Trails Project or not. Town Council can withdraw the funding request at any time or decline funding should it be offered.

ACTION REQUESTED:

Council action to approve the attached resolution that authorizes staff to submit an application for the County's Passive Recreation Lands grant funding for the proposed Weaverville Watershed Trails Project as described above.

**TOWN OF WEAVERVILLE
RESOLUTION IN SUPPORT OF APPLICATION FOR
BUNCOMBE COUNTY PASSIVE RECREATION LANDS
GRANT APPLICATION FOR FY2024**

WHEREAS, Buncombe County voters approved a \$30 million general obligation bond to fund projects that conserve open space, build greenways, and expand passive recreation opportunities in Buncombe County (“Open Space Bond”); and

WHEREAS, the Passive Recreation Lands component of the bond aims to fund projects that provide publicly accessible land, outdoor space, waterbodies, and corridors where passive recreation activities, such as hiking, birding, bicycling, and wildlife viewing can occur while also preserving and protecting important ecosystems and natural resources; and

WHEREAS, a portion of the Open Space Bond is being made available for eligible Passive Recreation Land and Buncombe County has established project eligibility criteria and a timeline for a FY2024 grant cycle; and

WHEREAS, the Town of Weaverville is considering the installation and operation of a publicly accessible trail system for hiking, biking, and other passive recreation, on approximately 300 acres within the Weaverville Watershed [a/k/a the Eller Cove Watershed] located within the unincorporated area of Buncombe County and owned by the Town of Weaverville (“Weaverville Watershed Trails Project”); and

WHEREAS, the Town of Weaverville believes its Weaverville Watershed Trails Project may be eligible for funding under the Passive Recreation Lands component of the Open Space Bond and wishes to submit an application for consideration;

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Weaverville hereby endorses the application for grant funding under the FY2024 Passive Recreation Lands component of the Open Space Bond for its Weaverville Watershed Trails Project.

THIS the 26th day of February, 2024.

TOWN OF WEAVERVILLE

Patrick Fitzsimmons, Mayor

ATTEST:

Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024
SUBJECT: Waterline Easement Approval – Lakeway Circle
PRESENTER: Public Works Director
ATTACHMENTS: Proposed Easement with Map

DESCRIPTION/SUMMARY OF REQUEST:

The development of the water system for the townhouse project at 480 Reems Creek Road includes connections into the Town’s water system at Reems Creek Road and at Lakeway Circle, which is a Town street located in the Reems Creek golf community.

There is a narrow buffer strip that is located between the project properties and the Town’s right of way for Lakeway Circle that must be crossed to make the water connection.

While there appears to be some evidence that the Town has the authority to use the buffer strip to connect additional water customers into the Town’s water system, Town staff is requesting that a waterline easement be obtained from the Reems Creek Homeowners Association, Inc. If granted, this easement will formally provide the Town the use of approximately 40 square feet of that buffer strip for waterline purposes.

The Public Works Director and Town Attorney are recommending that Town Council approve a waterline easement with the Reems Creek Homeowners Association, Inc., for this waterline connection at Lakeway Circle subject to staff level approval for minor changes that may be requested.

ACTION REQUESTED:

Council action to approve the easement subject to staff level approval by the Town Manager, Town Attorney and Public Works Director:

I move that we approve the proposed easement subject to staff level approval by the Town Manager, Town Attorney and Public Works Director.

PREPARED BY AND RETURN TO:

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

STATE OF NORTH CAROLINA

WATERLINE EASEMENT AGREEMENT

COUNTY OF BUNCOMBE

THIS WATERLINE EASEMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this the ____ day of _____, 2024, by and between **REEMS CREEK HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation having a registered mailing address of 27 Valley Drive, Weaverville, NC, 28787, (hereinafter referred to as "Grantor"), and the **TOWN OF WEAVERVILLE**, a municipal corporation having a mailing address of PO Box 338, Weaverville, NC, 28787 (hereafter referred to as "Grantee"), collectively Grantor and Grantee may be referred to as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of a strip of land approximately two (2) feet in width lying between the right-of-way of Lakeway Circle, a public street owned by Grantee, and that property now or formerly owned by Ricky L. Ponder and Dennis R. Ponder bearing Buncombe County Parcel Identification Number 9752-25-2483, (the "Grantor Property"); and

WHEREAS, a waterline is proposed to be constructed within the Grantor Property in order to connect into the Grantee's existing public water system in order to provide redundancy within the Town's water system and the provision of public water in the area;

WHEREAS, Grantee desires to own the waterline that is to be located within the Grantor Property and easement hereinafter described, provided that Grantor conveys unto Grantee, subject to the terms of this Agreement, a permanent exclusive easement for the purposes of ingress, egress, and regress to the waterline as well as for the purposes of constructing, laying, operating, replacing, repairing, enlarging, inspecting, reconstructing and continuing general maintenance of the waterline to be constructed therein; and

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

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys, and dedicates unto Grantee, its successors and assigns, a permanent exclusive easement for the purposes of ingress, egress, and regress to the waterline to be constructed therein as well as for the purposes of constructing, laying, replacing, enlarging and continuing general maintenance of the waterline, said easement area is generally described as being 20 feet in width and lying between the property either now or formerly owned by Ponder (PIN 9752-25-2483) and the public street right-of-way of Lakeway Circle at the location shown as the Easement Area on the attached Exhibit A (hereinafter referred to as the "Easement").

For the same valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Grantor does hereby further convey to Grantee the waterline hereinafter constructed or reconstructed within the Easement. Grantor hereby agrees and accepts all of the conditions required by Grantee as part of this acceptance, subject to the following terms and conditions:

1. Grantee shall have the right to construct, lay, operate, replace, repair, enlarge, inspect, reconstruct and maintain, within the Easement, the waterline for the transmission of water for public use, together with the right to do all things reasonably necessary or convenient thereto.
2. Grantee, its officers, officials, employees and agents shall have the right to go to and from the Easement at all times across the Grantor Property by such route or routes as shall occasion the least practicable inconvenience to Grantor, as determined in Grantee's reasonable discretion, including the use of private roads and ways then existing thereon, on foot or by conveyance, with persons, materials, machinery, supplies, and equipment as may be desirable to Grantee; provided such right of ingress, egress, and regress shall not extend to any portions of said properties which are separated from the Easement by any public road now or hereafter crossing the Grantor Property. Provided further, that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress, egress and regress to and from said Easement.
3. Grantee shall have the right to clear the Easement and keep the same cleared at all times, and to remove therefrom all buildings, structures, improvements, fixtures, brush, trees, shrubs and other plantings and other obstructions, and to go upon said Easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees, shrubs and other plantings and other obstructions of any kind.
4. If it becomes necessary, at any time, for Grantee to enter the Easement for the purpose of repair, replacement or maintenance of the waterline, Grantee shall have the obligation to restore the topography of the Grantor Property within the

Easement which was disturbed as a result of any necessary repair, replacement, or maintenance to approximately the same condition as existed prior to the repair, replacement, or maintenance.

5. Grantee shall have the right to erect and maintain structures within the Easement for access to the waterline and for controlling water flowing through the waterline and the right to install, operate and maintain other equipment necessary for transmitting water.
6. Grantor shall at all times have the right to use the area in which the Easement is located for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, Grantor shall not: (a) cause the waterline to be undermined in any way; (b) cause other utility lines that are not in existence as of the date of this Agreement, including but not limited to, electric, gas, telephone, or television cable, to be constructed within the Easement except after prior written approval by Grantee (such approval not to be unreasonably withheld); (c) cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the Easement; (d) cause Grantee's facilities or use of said Easement to be interfered with or endangered by Grantor, its successors and assigns; (e) cause the erection of a shed, building, structure or other obstruction within the Easement; (f) cause the planting of trees or large shrubs or other large plantings within the Easement; or (g) cause any fill to be placed within the Easement except after prior written consent from Grantee.
7. The Grantor hereby releases and forever discharges the Grantee, its successors and assigns, from any and all claims for property damages associated with the Easement crossing the Grantor Property and for present and future uses thereof by Grantee, its successors and assigns, for all purposes for which the Grantee is authorized to use, maintain and repair the Easement and waterlines contained therein as further described hereinbefore, provided, however, this release and discharge shall not apply to the gross negligence or willful misconduct of Grantee.
8. The Easement, covenants, terms, conditions contained herein are intended to and shall run with the Grantor Property and shall be binding on Grantee and Grantor and their respective successors and assigns.
9. Grantor and Grantee both hereby acknowledge and agree that there is nothing inherently dangerous or hazardous about the construction, installation, operation, maintenance or repair of the waterline and that neither the Grantor nor the Grantee shall be strictly liable for injury to persons or property or damage to any utilities caused or related in any way to the waterline.
10. Grantor hereby agrees, on behalf of itself and its successors and assigns, to defend, indemnify and hold harmless Grantee, its agents and employees, and any contractor employed by Grantee, from any claim for injury to person or property or for damage to the utilities located within the Easement or hereinafter consented to by the Grantee and constructed therein, caused by the negligence, recklessness, or intentional act of Grantor, its agents and/or employees. Such obligation to defend, indemnify and hold harmless shall include reasonable expenses incurred, including

but not limited to attorney fees and costs of litigation, including but not limited to expert witness fees and expenses.

11. Grantee hereby agrees, on behalf of itself and its successors and assigns, to defend, indemnify and hold harmless Grantor, its agents and employees, and any contractor employed by Grantor, from any claim for injury to person or property or for damage to any utilities located within the Easement, including but not limited to any other utilities hereinafter consented to by the Grantee and constructed therein, caused by the negligence, recklessness, or intentional act of Grantee, its agents and/or employees. Such obligation to defend, indemnify and hold harmless shall include reasonable expenses incurred, including but not limited to attorney fees and costs of litigation, including but not limited to expert witness fees and expenses.

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

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

GRANTOR:

REEMS CREEK HOMEOWNERS ASSOCIATION, INC.

A North Carolina Nonprofit Corporation

By: _____
JOHN PHILLIPS, President

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, a Notary Public of the aforesaid State and County, certify that **JOHN PHILLIPS** appeared before me and being personally known to me (or having proved his identity to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as President of **REEMS CREEK HOMEOWNERS ASSOCIATION, INC.**, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

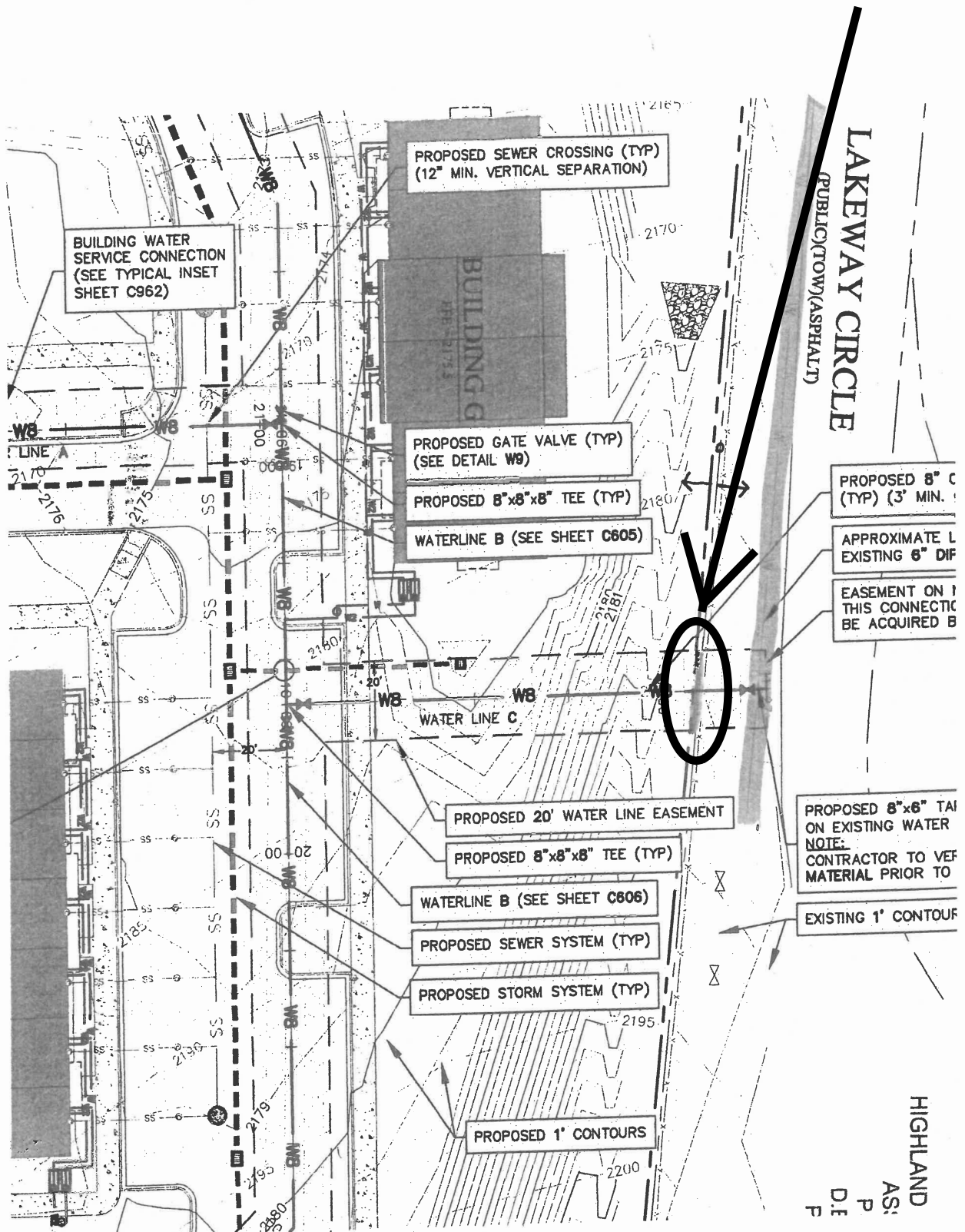
WITNESS my hand and official stamp or seal, this ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____
(NOTARIAL SEAL)

EXHIBIT A

Easement Area



This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024
SUBJECT: Paving Project Change Order – ADA Sidewalk Ramps
PRESENTER: Public Works Director Pennell
ATTACHMENTS: Change Order No. 1

DESCRIPTION/SUMMARY OF REQUEST:

In September 2023 Town Council awarded the street paving bid to French Broad Paving. This contractor was able to begin their paving work in October before the cold weather reached the Weaverville area and will pick up with the remaining work in the Spring.

The Town Manager previously reported that staff has been working with the contractor to replace some sidewalk ramps for ADA compliance (mostly to fix ramps related to driveway cuts along Lakeshore Drive, Highland Street, and Church Street), while the paving is paused since concrete work can be done effectively during cold weather.

For ADA accessibility these sidewalk ramp replacements are greatly needed and required by the Town's ADA Transition Plan. The new sidewalk ramps will help many individuals within the community navigate Town sidewalks more safely, including wheelchair users and those using baby strollers.

To formalize this additional scope of work the attached Change Order needs Town Council approval. It adds \$123,500 to the original contract price so that the total project price is \$1,524,604.50. This is still under the amount budgeted for the street paving project.

The Town Manager and Public Works Director recommend that Town Council approve this change order.

COUNCIL ACTION REQUESTED:

Town Council action to approve the Change Order No. 1 as presented.

DRAFT

CHANGE ORDER

**PROJECT: 2023-24 Paving Project
Town of Weaverville**

Change Order No.: 1
Date Issued: 02/15/2024
Effective Date: _____
Date of Contract: 10/09/2024

**ENGINEER: Dale Pennell, PE, PLS
Public Works Director
Town of Weaverville, North Carolina**

CONTRACTOR: French Broad Paving, Inc.

Contractor's Address: 3684 US Hwy 25/70, Marshall, NC 28753

The Contract Documents are modified as follows upon execution of this Change Order (with documentation as needed):

The Contract Amount is increased by adding the replacement of concrete driveway entrances on Lakeshore Drive and Highland Street to eliminate ADA deficiencies within numerous driveways. This Change Order also adds more days to the contract time for this additional work.

CHANGE IN CONTRACT PRICE

ORIGINAL CONTRACT AMOUNT:	\$ 1,401,104.50
Increase (Decrease) from previously approved	
Change Orders No. ____ to No. ____:	\$ 0.00
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER:	\$ 1,401,104.50
Increase (Decrease) of this Change Order	\$ 123,500.00
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	\$ 1,524,604.50

CHANGE IN CONTRACT TIME

ORIGINAL CONTRACT TIME (Calendar days):	90 (10/20/2023-01/18/2024)
Increase (Decrease) from previously approved	
Change Orders No. ____ to No. ____:	0
CONTRACT TIME PRIOR TO THIS CHANGE ORDER:	90 (01/18/2024)
Increase (Decrease) of this Change Order	60
CONTRACT TIME INCORPORATING THIS CHANGE ORDER	90 (03/18/2024)

RECOMMENDED BY ENGINEER: Dale Pennell, PE, PLS

Name _____ Title _____ Date _____

ACCEPTED BY OWNER: Town of Weaverville

Name _____ Title _____ Date _____

ACCEPTED BY CONTRACTOR: French Broad Paving, Inc.

Name _____ Title _____ Date _____

DRAFT

Lakeshore Drive

Remove concrete driveway apron (average 5' width x 14' average length x 6" depth) and 5' of concrete sidewalk on each side of apron and replace with 6" thickness of concrete to replace the driveway apron and create a sloping sidewalk ramp on each side.

16 drive entrances with sloping sidewalk ramps @ \$3,800.00 each = \$60,800.00

4 sloping sidewalk ramps (with no drive apron replacement) @ \$950.00 each = \$3,800.00

Highland Street

Remove 5' of concrete sidewalk on each side of existing driveway apron and replace with 6" thickness of concrete to create a sloping handicap ramp on each side (note: actual driveway apron to remain).

46 sloping sidewalk ramps (with no drive apron replacement) @ \$950.00 each = \$43,700.00

Church Street

Remove concrete driveway apron (average 5' width x 14' average length x 6" depth) and 5' of concrete sidewalk on each side of apron and replace with 6" thickness of concrete to replace the driveway apron and create a sloping sidewalk ramp on each side.

4 drive entrances with sloping sidewalk ramps @ \$3,800.00 each = \$15,200.00

Total of Change Order No. 1

\$123,500.00

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024
SUBJECT: Citizen Requested Code Amendments – Initial Consideration
PRESENTER: Town Manager Selena Coffey
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

In the last several months Town staff has been approached with a few requests that, if approved by Town Council, would require amendments to the Town's Code of Ordinances.

The Weaver House has requested an opportunity to have a limited number of events each year that are allowed to have amplified sound (music) past 10 pm. Should Town Council wish to add this authority, it could be placed into Code through amendments to the noise regulations and in the special event permit regulations.

Representatives from the Reems Creek Homeowners Association, Inc., and the Reems Creek golfing community have requested a golf cart ordinance that would allow the use of privately owned golf carts on a select number of public streets in and around the Reems Creek Golf Course. Without a Town adopted ordinance the use of golf carts on public streets is illegal. There are several residents in the Reems Creek golf course community that own golf carts and they are currently hindered from using their private golf carts because they cannot get to the golf course without driving them illegally on the public streets. There is statutory authority for the Town to adopt this type of ordinance and staff has done some preliminary investigation and work on this, but would like Town Council direction before proceeding any further.

Representatives of these various groups may be present and willing to offer comments.

Staff will also be available to offer additional comments and recommendations, and to assist Town Council with its discussions on these topics.

COUNCIL ACTION REQUESTED:

Town Council discussion and direction to staff.

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: February 26, 2024
Subject: Tree Board
Presenter: Town Manager Selena Coffey
Attachments: None

Description/ Summary of Request:

In March of 2018, Town Council appointed the Mayor and Town Council to serve as the Tree Board due to the Conservation Board becoming inactive at that time. The duties and responsibilities of the 'Conservation Board' evolved since its inception as a voluntary board, and Staff is seeking direction from Town Council on whether it would like to continue serving in that role or would rather appoint an independent board to perform those duties.

The National Arbor Day Foundation requires a municipality to adopt a Tree Ordinance, to establish a Tree Board, to spend at least \$2 per capita on urban forestry, and to celebrate Arbor Day in order to be recognized as a 'Tree City USA'. The Town of Weaverville has met the four standards since 1990.

Code Chapter 32, Article II, establishes Weaverville's Tree Board and provides that it is the purview of the Tree Board to direct the planting and preservation, where possible, of trees in town parks and on town property and in the town's rights-of-way. Code § 32-1 states:

The purpose of the chapter [Code Chapter 32] is to regulate the planning, maintenance, and removal of trees on municipally owned property and rights-of-way within the town on municipally owned property wherever located.

It should be noted that the Tree Boards generally, including Weaverville's Tree Board, do not have authority over trees on private property, a common misperception.

Town Manager Coffey has had staff researching this topic and what other communities are doing, and recommends that a 5-member independent Tree Board be appointed by Town Council at a subsequent meeting. The membership of the Tree Board could be a combination of residents and non-residents. One of the first items that the Manager would like the Tree Board to undertake is a comprehensive review of Chapter 32 and other tree related regulations within the Town with recommendations reported back to Town Council for consideration as priorities within the Comprehensive Land Use Plan.

Action Requested:

The Town Manager seeks direction from Council for the following options:

- 1) Mayor and Town Council continue to serve as the Tree Board; or
- 2) Town Council re-establish an independent Tree Board, which would involve:
 - a. Amendments to Town Code (Code Chapter 2 and 32)
 - b. Appointment of new members to serve as a Tree Board

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: February 26, 2024
SUBJECT: Rules of Procedure – Meeting Cancellation
PRESENTER: Town Attorney Jackson
ATTACHMENTS: Possible Additions to Rules of Procedure

DESCRIPTION/SUMMARY OF REQUEST:

Several Town Councilmembers have requested that meeting cancellations be discussed and a policy be enacted to set out who can cancel meetings and under what circumstances.

The Town Attorney has advised that the best place to establish some parameters would be in Town Council's Rules of Procedure and recommends that the Rules be amended to include such provisions. Amendments to the Rules of Procedure take a majority vote of Town Council.

In order to provide some framework to Town Council's discussion the Town Attorney has drafted some possible language for review and discussion.

COUNCIL ACTION REQUESTED:

Town Council discussion and direction to staff or adoption of amendments to the Town Council Rules of Procedure, either as presented or as Town Council deems appropriate.

RULES OF PROCEDURE FOR THE WEAVERVILLE TOWN COUNCIL

*Adopted by Town Council on 24 October 2022, and amended on 12 December 2023
Amendments Proposed 26 February 2024*

As the second order of business at the organizational meeting, the council shall elect from among its members a vice mayor, who shall serve at the council's pleasure. The vice mayor shall be elected by motion and majority vote of council, with the mayor and all council members being eligible to vote.

PART V. TYPES OF MEETINGS

Rule 9. Regular Meetings

- (a) **Regular Meeting Schedule.** The Council shall hold a regular meeting on the 4th Monday of each month and a regular workshop meeting on the 3rd Tuesday of each month. These meetings shall be held in the Council Chambers and Community Room of Town Hall, located at 30 South Main Street, Weaverville, NC, and shall begin at 6:00 pm. The council shall adopt a meeting schedule each year consistent with this rule. A copy of the council's current meeting schedule shall be filed with the town clerk and posted on the town's website.
- (b) **Change to Meeting Schedule.** Notwithstanding paragraph (a) of this rule, the council may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or meetings on the schedule. The amended schedule shall be filed with the town clerk at least 7 calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the town's website.
- (c) **Cancellation of Meeting.** The Mayor has the authority to cancel a regular meeting in advance of the meeting for the following reasons:
 - i. if the Town Clerk has information indicating that the meeting will have a lack of quorum;
 - ii. if the Town Clerk has information indicating that a majority of the governing body agrees with the cancellation of a regularly scheduled workshop meeting (not available for cancellation of regular meetings generally held on the 4th Monday);
 - iii. if facility issues impact the ability to reasonably conduct the meeting, including, but not limited to power outages, significant failures in technology, heating or air conditioning outages severely impacting the comfort of meeting participants and attendees;
 - iv. if a weather or other emergency situation is being experienced or likely to happen based on predictions that cause significant safety concerns for the public meeting and/or its participants and attendees.

If the Mayor cancels a regular meeting for one or more of these reasons, the Town Clerk shall prepare a notice of cancellation that includes the reason for cancellation and, as soon as practicable after the decision to cancel, shall (1) provide an

RULES OF PROCEDURE FOR THE WEAVERVILLE TOWN COUNCIL

*Adopted by Town Council on 24 October 2022, and amended on 12 December 2023
Amendments Proposed 26 February 2024*

electronic copy to the Mayor and all Town Councilmembers via email; (2) provide an electronic copy to the Town Manager via email; (3) provide an electronic copy by email to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Town Clerk if an email address was provided with the request; and (4) post the same on the Town's website, the Town's principal bulletin board, exterior and interior doors to the meeting room, and active social media accounts.

Rule 10. Special Meetings

- (a) **Calling Special Meetings.** A special meeting of council may be called by the mayor, the vice mayor, or any 2 council members. A special meeting may also be called by vote of the council in open session during a regular meeting or another duly called special meeting.
- (b) **Notice to the Public.** At least 48 hours before a special meeting of the council, notice of the date, time, place, and purpose of the meeting shall be:

- (1) Posted on the council's principal bulletin board;
- (2) Posted on the town's website; and
- (3) Delivered, emailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the town clerk.

- (c) **Notice to Members.**

For special meetings called by the mayor, vice mayor, or by 2 council members, at least 48 hours before a special meeting of the council, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be delivered to the mayor and each council member or left at their usual dwelling place.

For special meetings called by vote of council in open session, written notice of the special meeting's date, time, place and purpose shall be mailed or delivered at least 48 hours before the meeting to each council member not present for the meeting at which the special meeting was called and to the mayor if they were not present at the meeting.

- (d) **Transacting Other Business.** Only those items of business specified in the notice may be taken up at a special meeting, unless (1) all members are present, and (2) the Council determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

- (e) **Cancellation of Meeting.** The Mayor has the authority to cancel a special called meeting in advance of the meeting for the following reasons:

RULES OF PROCEDURE FOR THE WEAVERVILLE TOWN COUNCIL

*Adopted by Town Council on 24 October 2022, and amended on 12 December 2023
Amendments Proposed 26 February 2024*

- i. if the Town Clerk has information indicating that the meeting will have a lack of quorum;
- ii. if facility issues impact the ability to reasonably conduct the meeting, including, but not limited to power outages, significant failures in technology, heating or air conditioning outages severely impacting the comfort of meeting participants and attendees;
- iii. if a weather or other emergency situation is being experienced or likely to happen based on predictions that cause significant safety concerns for the public meeting and/or its participants and attendees.

If the Mayor cancels a special called meeting for one or more of these reasons, the Town Clerk shall prepare a notice of cancellation that includes the reason for cancellation and, as soon as practicable after the decision to cancel, shall (1) provide an electronic copy to the Mayor and all Town Councilmembers via email; (2) provide an electronic copy to the Town Manager via email; (3) provide an electronic copy by email to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Town Clerk if an email address was provided with the request; and (4) post the same on the Town's website, the Town's principal bulletin board, exterior and interior doors to the meeting room, and active social media accounts.

Rule 11. Emergency Meetings

- (a) **Grounds for Emergency Meeting.** Emergency meetings of the town council may be called only to address generally unexpected circumstances demanding the council's immediate attention.
- (b) **Calling Emergency Meetings.** The mayor, vice mayor, or any 2 council members may at any time call an emergency meeting of the council by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each council member or left at their usual dwelling place at least 6 hours before the meeting.

An emergency meeting may be held when the mayor and all members of the council are present and consent thereto, or when any absent member has signed a written waiver of notice.

- (c) **Notice to Media of Emergency Meetings.** Notice of an emergency meeting shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request with the town clerk for notice of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's telephone.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, February 26, 2024

Subject: Police Department Report for the 4th Quarter

Presenter: Chief of Police Ron Davis

Attachments: Police Department Reports – Q4 Nov 2023-Jan 2024

Description:

Attached you will find the police department's quarterly report on activities, response times, and crime reports.

Action Requested: None

WEAVERVILLE POLICE DEPARTMENT

QUARTERLY REPORT

NOVEMBER-DECEMBER '23 & JANUARY '24

Activity: Calls for service were up slightly from 1,614 last year, to 1,666 during the same quarter. Calls were also up 6% when compared to last quarter (Aug-Oct '23).

(These numbers do not include dozens of activities conducted everyday such as checks of businesses, homes and citizens)

Arrests: There were 31 arrests this quarter vs. 15 in the same quarter last year.

Accidents: There were 42 vehicle collisions with 6 injuries this quarter vs. 54 with 8 injuries in the same quarter last year.

POLICE ACTIVITY REPORT

<u>Activity</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>Quarter Total</u>
Arrests	6	3	6	15
Vehicle crashes	10	17	15	42
Traffic Citations & Warnings	53	60	69	182
Parking Citations	5	10	4	19
Robbery	0	0	0	0
Aggravated Assault	0	0	0	0
Simple Assault	1	0	1	2
Sex Offense	0	1	0	1
Kidnapping	0	0	0	0
Burglary/B&E	0	2	2	4
Theft-Shoplifting	0	7	1	8
Theft from a Building	0	0	0	0
Theft-From a Motor Vehicle	0	3	0	3
All Other Theft	6	11	9	26
Motor Vehicle Theft	0	0	0	0
Damage/Vandalism	3	1	3	7
Counterfeiting/Forgery	1	1	0	2
False Pretense/Swindle/Confidence Gm	1	2	0	3
Credit Card/ATM Machine Fraud	0	2	1	3
Stolen Property	0	0	0	0
Drug/Narcotic Violations	1	2	1	4
Drug Equipment Violations	0	1	1	2
Weapon Law Violations	0	0	0	0
*Total Activities	551	581	534	1,666

RESPONSE TIMES '23 VS '24

	<u>2023</u>	<u>2024</u>
<i>High priority- average</i>	3.83	3.79
<i>Average priority-average</i>	2.59	4.53
<i>Low priority- average</i>	1.12	1.23

All responses are stable with showing little increase or decrease from month to month.

High Priority Calls- Response to this is **urgent** (i.e. in progress, weapon calls, etc.)

Average Priority Calls- Response to the scene is necessary but **not urgent**.

Low Priority Calls- Action on this type of call is often handled on the phone (i.e. someone just needs to speak to an officer) thus there is a shorter response time.

OTHER UPDATES

- All 6 charging stations behind Town Hall are now on line.
- Charging station grant paperwork has been submitted to NCDEQ and we are awaiting reimbursement.
- The Police Department just received its 3rd EV.
- Won Land of Sky award for vehicle electrification.



- The department recently hired Officer Mario Rodriguez. He's a highly trained, experienced officer and is fluent in Spanish.
- Applications for the 3 newly added positions are being processed.
- We are on track to have 2 out of the 3 positions hired by late spring and 1 more by summer.
- The department has begun the transition process for a new Police Chief.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: February 26th 2024
Subject: Weaverville Fire Department Quarterly Report
Presenter: Chief Scottie Harris
Attachments: Quarterly Report

Description:

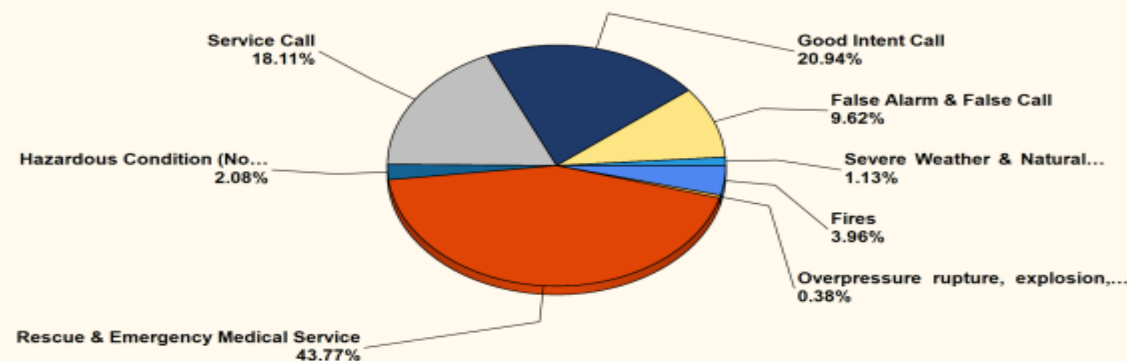
Attached please find the quarterly report for the Weaverville Fire Department. Chief Harris will be present at the meeting to present the report and answer any questions Town Council may have.

Action Requested:

Information only; No action required.

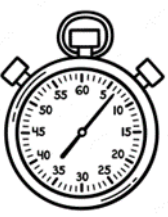
WEAVERVILLE FIRE DEPARTMENT QUARTERLY REPORT

NOVEMBER 1, 2023 - JANUARY 31, 2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	21	3.96%
Overpressure rupture, explosion, overheat - no fire	2	0.38%
Rescue & Emergency Medical Service	232	43.77%
Hazardous Condition (No Fire)	11	2.08%
Service Call	96	18.11%
Good Intent Call	111	20.94%
False Alarm & False Call	51	9.62%
Severe Weather & Natural Disaster	6	1.13%
TOTAL	530	100%

# OVERLAPPING	% OVERLAPPING	TOTAL
137	25.85	530



AVERAGE RESPONSE TIME (Dispatch to Arrived)
0:06:27



FIRE LOSS

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
\$165,000.00	\$25,000.00	\$575,000.00	\$25,000.00

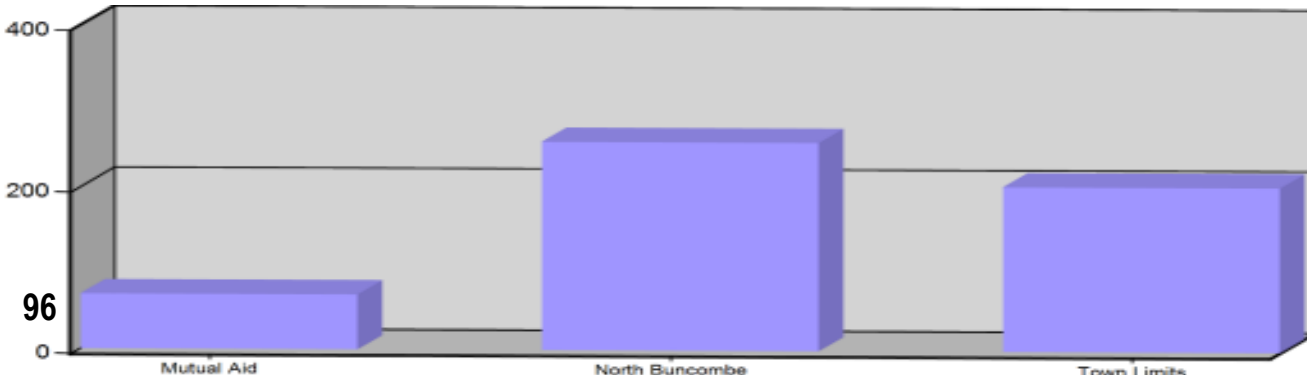
TOTAL LOSSES: \$195,000.00 TOTAL PRE-INCIDENT VALUES: \$605,000.00

PROPERTY SAVED

TOTAL PRE-INCIDENT PROPERTY	TOTAL PRE-INCIDENT CONTENT	TOTAL PRE-INCIDENT	TOTAL PROP. SAVED	TOTAL CONT. SAVED	TOTAL SAVED
\$577,500.00	\$27,500.00	\$605,000.00	\$410,000.00	\$0.00	\$410,000.00

ZONE	# INCIDENTS
Mutual Aid - Mutual Aid	68
North Buncombe - North Buncombe District	258
Town Limits - Town Limits	204

TOTAL: 530





WEAVERVILLE FIRE DEPARTMENT

**3 MONTICELLO RD.
WEAVERVILLE, NC 28787**

Celebrating 100 years of service to our community

Fire Marshals Office Stats. November 2023, December 2023 and January 2024.

SafeKids. Child Car Seat Installation.

November = 4 installations.

December = 3 installation.

January = 6 installations.

Fire Prevention and Education Classes.

November 15th . Serve lunch at Weaverville Elementary. (all kids /parents)

November 17th . Met with Reems Creek Golf Club HOA to discuss ideas on how to keep their homes safer during fire season.

December 2nd . Holiday Parade.

December 8th. Candlelight Stroll.

January 23rd. The Greens (Nursing Facility). Tabletop Discussion. Planning/Training employees for an incident. (fire incident)

Commercial Business Inspections.

November = 21 inspections.

December = 20 inspections.

January = 28 inspections.

Kile R. Davis

Fire Marshal

Weaverville Fire Department

kdavis@weavervillefd.org