

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

**TOWN COUNCIL AGENDA**  
**Monday, July 22, 2024**  
**Regular Meeting at 6:00 pm**

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

	<i>Pg #</i>	<i>Presenter</i>
<b>1. Call to Order .....</b>		Mayor Fitzsimmons
<b>2. Public Hearing – Maple Trace Subdivision – Annexation .....</b>	3	Town Attorney Jackson
<b>3. Public Hearing – Maple Trace Subdivision – R-2 Zoning .....</b>	16	Town Attorney Jackson
<b>4. Approval/Adjustments to the Agenda .....</b>		Mayor Fitzsimmons
<b>5. Conflict of Interests Statement .....</b>		Mayor Fitzsimmons
<b>6. Consent Agenda .....</b>		Acting Manager Harris
A. June 17, 2024, Town Council Special Called Meeting Minutes .....	20	
B. June 18, 2024, Town Council Workshop Meeting Minutes .....	22	
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D. Monthly Tax Report, Refunds/Releases .....	31	
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<b>7. Acting Town Manager’s Report .....</b>	41	Acting Manager Harris
<b>8. General Public Comments (see below for additional information) .....</b>		Mayor Fitzsimmons
<b>9. Discussion &amp; Action Items</b>		
A. Maple Trace Annexation and Related Matters .....	43	Town Attorney Jackson
B. MSD Update .....	44	Doug Dearth, MSD Rep.
C. Water Commitment – Northridge Farms – Request to Modify Condition .....	47	Public Works Dir. Pennell
D. Lead Service Line Lind and Replace Program .....	50	Public Works Dir. Pennell
E. Annexation and Zoning – 9 Pleasant Grove Road .....	68	Town Attorney Jackson
F. Quarterly Report – Planning .....	74	Planning Director Eller
G. Quarterly Report – Finance .....	75	Finance Director Dozier
<b>10. Adjournment .....</b>		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](mailto: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](mailto:public-comment@weavervillenc.org) at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than with the mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

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

**Access to the Meeting Recording:** A recording of the meeting will be available for one or two months, depending on storage capacity, beginning about 24 hours after the meeting. To access the recording visit the Town's website at <https://www.weavervillenc.org> or the Town's YouTube channel at [https://www.youtube.com/channel/UckBK1doIGY\\_O6\\_vJiqimFUQ](https://www.youtube.com/channel/UckBK1doIGY_O6_vJiqimFUQ), or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

# **PUBLIC HEARING**

**MEETING DATE:** July 22, 2024  
**SUBJECT:** Maple Trace Subdivision – Annexation  
**PRESENTER:** Town Attorney Jennifer Jackson  
**ATTACHMENTS:** Public Hearing Notice  
Certificate of Sufficiency and Recorded Plats  
GIS Map, and Staff Report

**DESCRIPTION/SUMMARY OF REQUEST:**

All of the owners of the properties comprising Maple Trace Subdivision have submitted a voluntary annexation petition seeking to have a total of +/-66.5 acres annexed into the Town of Weaverville. The properties that are included in the annexation petition are shown on the attached recorded plats.

The Town Clerk has previously certified the sufficiency of the annexation petition and this annexation request is now eligible for public hearing.

Tonight’s public hearing on the annexation petition was advertised in accordance with North Carolina law.

As a part of the public hearing staff will provide any written comments that were timely received regarding the proposed annexation, offer brief staff level comments, and be available to answer questions of Town Council.

The zoning on property, should it be annexed, is the subject of a separate public hearing scheduled for tonight. Questions and comments concerning the proposed R-2 zoning of this property, should it be annexed, should be made during that separate public hearing.

Unresolved issues related to this annexation are the condition of the stormwater drainage system located under the private streets and the request that the private streets be brought into the Town’s public street system.

**COUNCIL ACTION REQUESTED:**

Town Council is asked to hear from the public on the proposed annexation.

## **TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARINGS**

**PUBLIC NOTICE** is hereby given that the Weaverville Town Council will hold two separate public hearings during its regularly scheduled meeting on Monday, July 22, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter. One public hearing will be on a voluntary annexation petition for property commonly known as the Maple Trace Subdivision which is shown on the following recorded plats: Maple Trace Phase 1 (Book 168, Page 152), Maple Trace Phase 2 (Book 194, Pages 174-175), Maple Trace Phase 3 (Book 185, Page 30), Maple Trace Phase 4 (Book 204, Pages 166-67), and a portion of Water Leaf Drive serving as the connector road to Parker Cove Road (Book 239, Page 86). The other public hearing will be on a zoning map amendment to designate these properties as R-2 zoning if such property is annexed into the Town.

These public hearings will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (1) by EMAILING to [public-comment@weavervillenc.org](mailto:public-comment@weavervillenc.org) at least 6 hours prior to the meeting, (2) by putting your written comment in a DROP BOX at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) BY MAILING your written comment (must be received not later than the day of the meeting) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

If you would like ADDITIONAL INFORMATION or to review the content related to the Public Hearings, or have questions regarding how to submit a comment or join the meeting, you may contact Planning Director James Eller at 828-484-7002 or [jeller@weavervillenc.org](mailto:jeller@weavervillenc.org) or Town Clerk Tamara Mercer at 828-484-7003 or [tmercerc@weavervillenc.org](mailto:tmercerc@weavervillenc.org).



**SUPPLEMENTAL  
CERTIFICATE OF SUFFICIENCY OF  
ANNEXATION PETITION 2023-1/2023-2  
MAPLE TRACE SUBDIVISION**

**TO THE WEAVERVILLE TOWN COUNCIL:**

I, Tamara Mercer, Weaverville Town Clerk, do hereby certify that I have updated my investigation of the Voluntary Annexation Petition No. 2023-1/2023-2 submitted for the Maple Trace Subdivision 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.

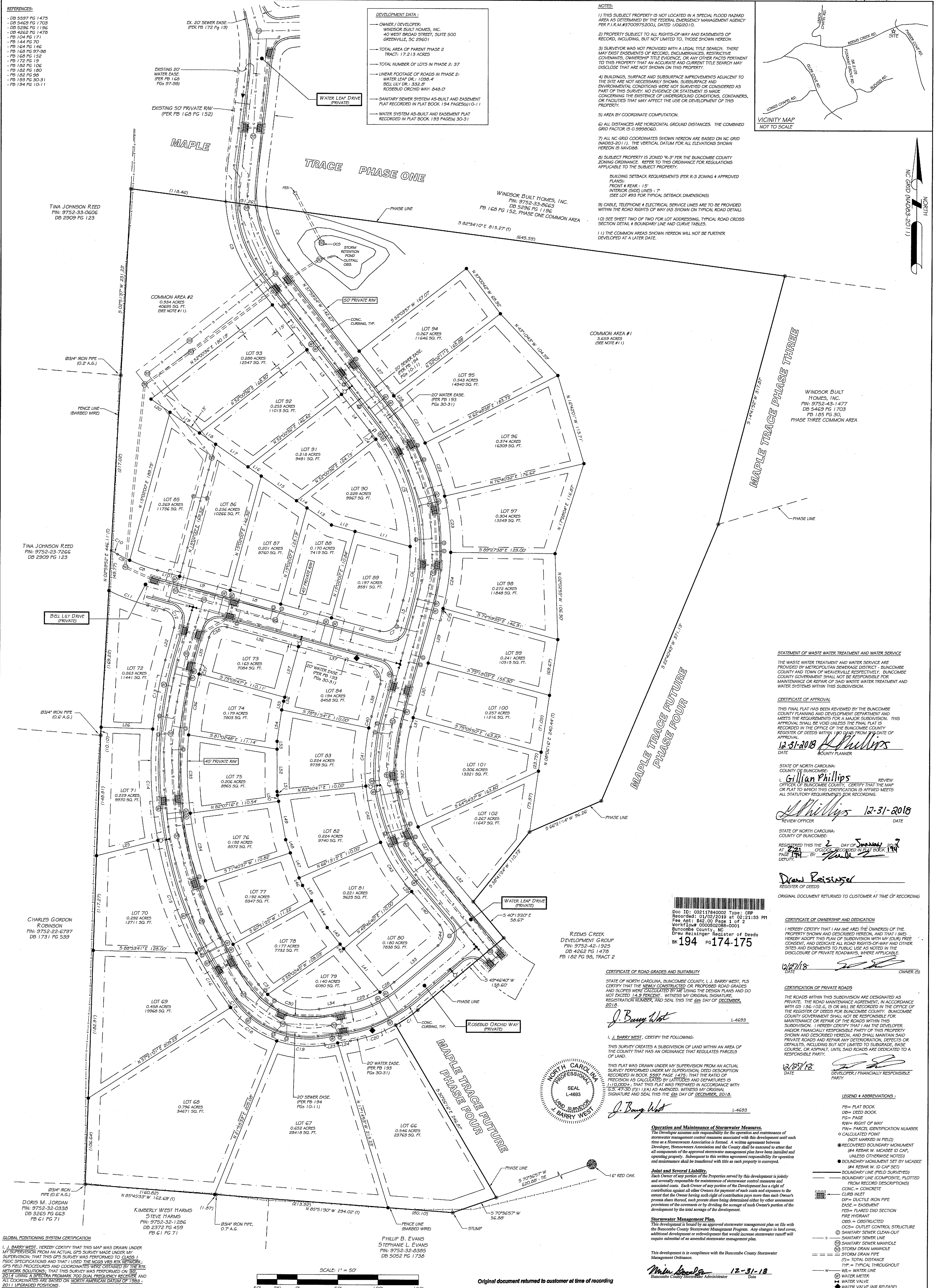
Therefore, in accordance with North Carolina General Statutes § 160A-58.2, I certify that the Petition is valid and sufficient for the voluntary annexation of a non-contiguous area pursuant to said § 160A-58.1, *et seq.*, of the North Carolina General Statutes.

**IN WITNESS WHEREOF**, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 20<sup>th</sup> day of May, 2024.

  
**TAMARA MERCER**, Town Clerk





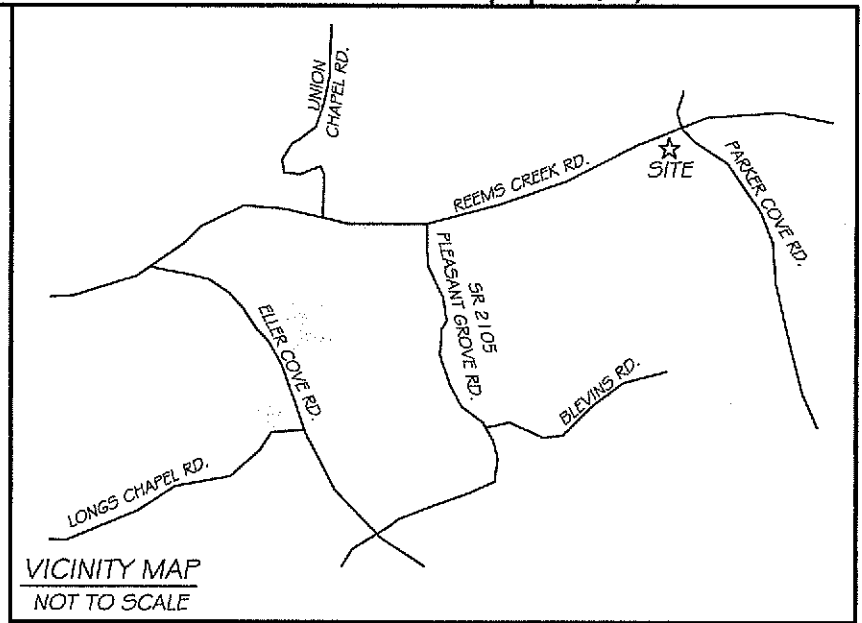


- REFERENCES:**
- DB 5597 PG 1475
  - DB 5469 PG 1703
  - DB 5296 PG 1196
  - DB 4502 PG 1479
  - FB 104 PG 171
  - FB 144 PG 70
  - FB 144 PG 146
  - FB 168 PG 97-98
  - FB 168 PG 152
  - FB 172 PG 19
  - FB 182 PG 106
  - FB 182 PG 180
  - FB 182 PG 90
  - FB 193 PG 30-31
  - FB 194 PG 10-11

**DEVELOPMENT DATA:**

- OWNER / DEVELOPER: WINDSOR BUILT HOMES, INC. 40 WEST BROAD STREET, SUITE 500 GREENVILLE, SC 29601
- TOTAL AREA OF PARENT PHASE 2 TRACT: 17.213 ACRES
- TOTAL NUMBER OF LOTS IN PHASE 2: 37
- LINEAR FOOTAGE OF ROADS IN PHASE 2: WATER LEAF DR. - 1,028.4' BELL LILY DR. - 332.8' ROSEBUD ORCHID WAY - 848.0'
- SANITARY SEWER SYSTEM AS-BUILT AND EASEMENT PLAT RECORDED IN PLAT BOOK 194 PAGES(5) 0-11
- WATER SYSTEM AS-BUILT AND EASEMENT PLAT RECORDED IN PLAT BOOK 193 PAGES(1) 30-31

- NOTES:**
- THIS SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY PER F.I.R.M. #870097500A, DATED 1/26/2013.
  - PROPERTY SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO, THOSE SHOWN HEREON.
  - SURVEYOR WAS NOT PROVIDED WITH A LEGAL TITLE SEARCH. THERE MAY EXIST EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS PERTINENT TO THIS PROPERTY THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THAT ARE NOT SHOWN ON THIS PROPERTY.
  - BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONDITIONS, CONTAINERS, OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
  - AREA BY COORDINATE COMPUTATION.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. THE COMBINED GRID FACTOR IS 0.9993020.
  - ALL NC GRID COORDINATES SHOWN HEREON ARE BASED ON NC GRID (NAD83-2011). THE VERTICAL DATUM FOR ALL ELEVATIONS SHOWN HEREON IS NAVD83.
  - SUBJECT PROPERTY IS ZONED R-3 PER THE BUNCOMBE COUNTY ZONING ORDINANCE. REFER TO THIS ORDINANCE FOR REGULATIONS APPLICABLE TO THE SUBJECT PROPERTY.
  - BUILDING SETBACK REQUIREMENTS (PER R-3 ZONING & APPROVED PLANS): FRONT & REAR - 15' INTERIOR (SIDE LINES) - 7' (SEE LOT #93 FOR TYPICAL SETBACK DIMENSIONS)
  - CABLE, TELEPHONE & ELECTRICAL SERVICE LINES ARE TO BE PROVIDED WITHIN THE ROAD RIGHTS OF WAY (AS SHOWN ON TYPICAL ROAD DETAIL).
  - SEE SHEET TWO OF TWO FOR LOT ADDRESSING, TYPICAL ROAD CROSSL SECTION DETAIL, A BOUNDARY LINE AND CURVE TABLES.
  - THE COMMON AREAS SHOWN HEREON WILL NOT BE FURTHER DEVELOPED AT A LATER DATE.



TINA JOHNSON REED  
PIN: 9752-33-0606  
DB 2909 PG 123

TINA JOHNSON REED  
PIN: 9752-23-7266  
DB 2909 PG 123

CHARLES GORDON ROBINSON  
PIN: 9752-22-6797  
DB 1731 PG 539

DORIS M. JORDAN  
PIN: 9752-32-0339  
DB 3263 PG 663  
FB 61 PG 71

KIMBERLY WEST HARMS  
5 TIVEZ HARMS  
PIN: 9752-32-1266  
DB 2372 PG 459  
FB 61 PG 71

PHILLIP B. EVANS  
STEPHANIE L. EVANS  
PIN: 9752-32-8395  
DB 5052 PG 1738

WINDSOR BUILT HOMES, INC.  
PIN: 9752-33-0663  
DB 5296 PG 1196  
FB 168 PG 152, PHASE ONE COMMON AREA

WINDSOR BUILT HOMES, INC.  
PIN: 9752-43-1477  
DB 5469 PG 1703  
FB 185 PG 30, PHASE THREE COMMON AREA

**STATEMENT OF WASTE WATER TREATMENT AND WATER SERVICE**

THE WASTE WATER TREATMENT AND WATER SERVICE ARE PROVIDED BY METROPOLITAN SEWERAGE DISTRICT - BUNCOMBE COUNTY AND TOWN OF WEAVERVILLE RESPECTIVELY. BUNCOMBE COUNTY GOVERNMENT SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OR REPAIR OF SAID WASTE WATER TREATMENT AND WATER SYSTEMS WITHIN THIS SUBDIVISION.

**CERTIFICATE OF APPROVAL**

THIS FINAL PLAN HAS BEEN REVIEWED BY THE BUNCOMBE COUNTY PLANNING AND DEVELOPMENT DEPARTMENT AND MEETS THE REQUIREMENTS FOR A MAJOR SUBDIVISION. THIS APPROVAL SHALL BE VOID UNLESS THE FINAL PLAN IS RECORDED IN THE OFFICE OF THE BUNCOMBE COUNTY REGISTER OF DEEDS WITHIN 90 DAYS FROM THE DATE OF APPROVAL.

12-31-2018  
Gillian Phillips  
COUNTY PLANNER

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

Gillian Phillips  
REVIEW OFFICER

12-31-2018  
DATE

REGISTERED THIS 2 DAY OF January 2019  
AT 2:21 O'CLOCK RECORDED IN PLAT BOOK 194  
PAGE 174 BY [Signature]

Drum Reisinger  
REGISTER OF DEEDS

ORIGINAL DOCUMENT RETURNED TO CUSTOMER AT TIME OF RECORDING

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I HEREBY CERTIFY THAT I AM (THE OWNER) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL ROAD RIGHTS-OF-WAY AND OTHER SITES AND EASEMENTS TO PUBLIC USE AS NOTED IN THE DISCLOSURE OF PRIVATE ROADWAYS, WHERE APPLICABLE.

12/27/18  
DATE

[Signature]  
OWNER(S)

**CERTIFICATION OF PRIVATE ROADS**

THE ROADS WITHIN THIS SUBDIVISION ARE DESIGNATED AS PRIVATE. THE ROAD MAINTENANCE AGREEMENT, IN ACCORDANCE WITH GS 136-102.2C, IS OR WILL BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BUNCOMBE COUNTY. BUNCOMBE COUNTY GOVERNMENT SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OR REPAIR OF THE ROADS WITHIN THIS SUBDIVISION. I HEREBY CERTIFY THAT I AM THE DEVELOPER AND/OR FINANCIALLY RESPONSIBLE PARTY OF THIS PROPERTY SHOWN AND DESCRIBED HEREON, AND SHALL MAINTAIN SAID PRIVATE ROADS AND REPAIR ANY DETRIORATION, DEFECTS OR DEFAULTS, INCLUDING BUT NOT LIMITED TO SUBSIDANCE, SAGS, COURSE, OR ASPHALT, UNTIL SAID ROADS ARE DEDICATED TO A RESPONSIBLE PARTY.

12/27/18  
DATE

[Signature]  
DEVELOPER / FINANCIALLY RESPONSIBLE PARTY

- LEGEND & ABBREVIATIONS:**
- FB - PLAT BOOK
  - DB - DEED BOOK
  - PG - PAGE
  - R/W - RIGHT OF WAY
  - CONC - CONCRETE
  - CLRB INLET
  - DIP - DUCTILE IRON PIPE
  - EASEMENT
  - FLAS - FLARED END SECTION
  - FIRE HYDRANT
  - OB - OBSTRUCTED
  - OCS - OUTLET CONTROL STRUCTURE
  - SS - SANITARY SEWER CLEAN-OUT
  - SS - SANITARY SEWER LINE
  - SS - SANITARY SEWER MANHOLE
  - SS - STORM DRAIN MANHOLE
  - SS - STORM DRAIN PIPE
  - T - TOTAL DISTANCE
  - TY - TYPICAL THROUGHOUT
  - W - WALL
  - WM - WATER METER
  - WV - WATER VALVE
  - WV - WATER VALVE (AIR RELEASE)

REEMS CREEK DEVELOPMENT GROUP  
PIN: 9752-42-1925  
DB 4562 PG 1478  
FB 182 PG 98, TRACT 2

**CERTIFICATE OF ROAD GRADES AND SUITABILITY**

STATE OF NORTH CAROLINA, BUNCOMBE COUNTY, I, J. BARRY WEST, PLS CERTIFY THAT THE NEWLY CONSTRUCTED OR PROPOSED ROAD GRADES AND SLOPES WERE CALCULATED BY USING THE DESIGN PLANS AND DO NOT EXCEED 14.9 PERCENT. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 6th DAY OF DECEMBER, 2018.

J. Barry West  
1-4693

I, J. BARRY WEST, CERTIFY THE FOLLOWING:  
THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF THE COUNTY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK 5587 PAGE 1475. THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:110,000+; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH GS 175-30 (1) (A) AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 6th DAY OF DECEMBER, 2018.

J. Barry West  
1-4693

**Operation and Maintenance of Stormwater Measures.**

The Developer assumes sole responsibility for the operation and maintenance of stormwater management control measures associated with this development until such time as a Homeowners Association is formed. A written agreement between Developer, Homeowners Association and the County shall be executed to attest that all components of the approved stormwater management plan have been installed and operating properly. Subsequent to this written agreement responsibility for operation and maintenance shall be transferred with title as each property is conveyed.

**Joint and Several Liability.**

Each Owner of any portion of the Properties served by this development is jointly and severally responsible for maintenance of stormwater control measures and associated costs. Each Owner of any portion of the Development has a right of contribution against all other Owners for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner's prorate share thereof, such prorate share being determined either by other assessment provisions of the covenants or by dividing the average of such Owner's portion of the development by the total acreage of the development.

**Stormwater Management Plan.**

This development is bound by an approved stormwater management plan on file with the Buncombe County Stormwater Management Program. Any changes in land cover, additional development or re-development that would increase stormwater runoff will require submittal of an amended stormwater management plan.

This development is in compliance with the Buncombe County Stormwater Management Ordinance.

12-31-18  
Buncombe County Stormwater Administrator

**GLOBAL POSITIONING SYSTEM CERTIFICATION**

I, J. BARRY WEST, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION, THAT THIS GPS SURVEY WAS PERFORMED TO CLASS 1 FOOD SPECIFICATIONS AND THAT I USED THE NGS VRS RTK NETWORK; GPS FIELD PROCEDURES AND COORDINATES WERE OBTAINED BY THE RTK NETWORK SOLUTIONS; THAT THIS SURVEY WAS PERFORMED ON 5/22/2014 USING A SPECTRA PROMARK 700 DUAL FREQUENCY RECEIVER AND ALL COORDINATES ARE BASED ON WORLD WIDE GEODETIC DATUM OF 1984 - 2011 UPGRADED POSITIONS

**McABEE & ASSOCIATES, P.A.**  
PROFESSIONAL LAND SURVEYING

Eric S. McAbee, PLS  
J. Barry West, PLS  
Wallace S. McAbee, PLS (Emeritus)

Fax (828) 628-1294  
Telephone (828) 628-1295

3 McAbee Trail Fairview North Carolina, 28730  
www.mcabeesurvey.com Firm License Number: C-694

NO.	DATE	REVISION HISTORY DESCRIPTION	BY

SUBDIVISION PLAT OF:  
**MAPLE TRACE - PHASE 2**

PARENT PIN: 9752-33-4058

CASE #: SUB2015-00005

DATE: 12/06/2018  
PROJECT #: 11478  
DRAWING #: G-18-4502  
DRAWN BY: JBW  
SCALE: 1" = 50'

SHEET 1 OF 2

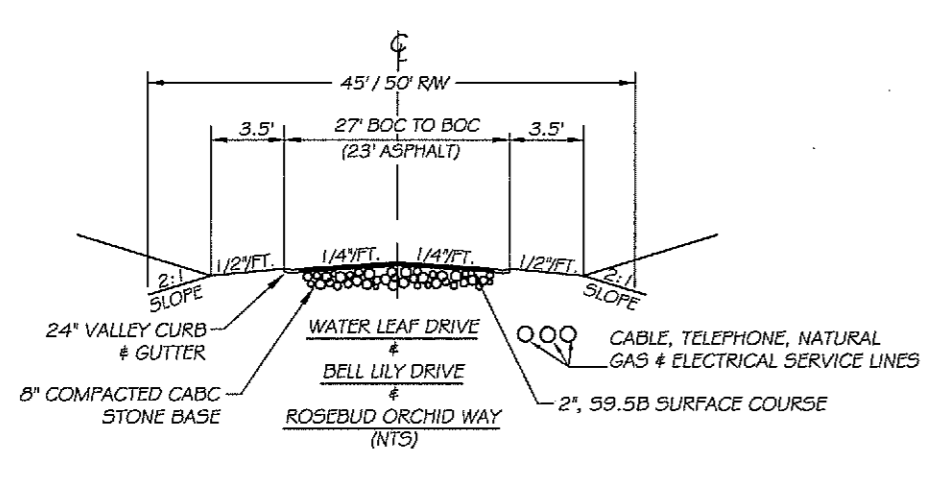
OWNER / DEVELOPER: WINDSOR BUILT HOMES INC. 400 WEST BROAD STREET, SUITE 500 GREENVILLE, SC 29601 PHONE: (864) 271-5855

DATE: 12/06/2018  
PROJECT #: 11478  
DRAWING #: G-18-4502  
DRAWN BY: JBW  
SCALE: 1" = 50'

SHEET 1 OF 2

OWNER / DEVELOPER: WINDSOR BUILT HOMES INC. 400 WEST BROAD STREET, SUITE 500 GREENVILLE, SC 29601 PHONE: (864) 271-5855

NOTES:  
1) SEE SHEET ONE OF TWO FOR THE CERTIFICATIONS, NOTES AND LEGEND ASSOCIATED WITH THIS SURVEY PLAT.



BOUNDARY CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	172.50'	N 59°13'28" E	32.85'	33.00'
C2	135.00'	S 28°44'53" E	21.00'	21.00'
C3	185.00'	S 20°41'46" E	109.99'	111.67'
C4	240.00'	S 36°23'01" E	13.46'	13.46'
C5	240.00'	S 17°53'07" E	139.80'	141.23'
C6	240.00'	S 06°59'12" W	67.19'	67.41'
C7	18.00'	S 60°02'00" W	25.46'	26.27'
C8	227.50'	N 70°11'39" W	36.54'	36.59'
C9	227.50'	N 63°53'55" W	16.72'	16.73'
C10	227.50'	N 60°21'12" W	9.44'	9.44'
C11	272.50'	S 69°30'42" E	51.21'	51.29'
C12	18.00'	S 69°30'42" E	25.46'	26.27'
C13	500.00'	S 10°03'34" W	86.70'	86.81'
C14	500.00'	S 02°50'24" E	137.86'	138.33'
C15	500.00'	S 19°11'33" E	147.09'	147.63'
C16	500.00'	S 32°07'24" E	77.43'	77.51'
C17	122.50'	S 37°07'14" E	2.39'	2.39'
C18	122.50'	S 54°57'11" E	70.72'	71.74'
C19	122.50'	S 65°51'50" E	58.81'	60.42'
C20	172.50'	N 70°37'32" E	58.24'	59.93'
C21	290.00'	S 32°32'11" E	54.59'	54.67'
C22	290.00'	S 09°11'52" E	70.00'	70.17'
C23	290.00'	S 06°23'33" E	70.00'	70.17'
C24	290.00'	S 07°28'17" W	70.00'	70.17'
C25	290.00'	S 14°43'05" W	3.15'	3.15'
C26	185.00'	S 04°31'40" E	123.86'	126.32'
C27	185.00'	S 32°09'21" E	51.92'	52.09'
C28	122.50'	S 54°57'11" E	21.48'	21.50'
C29	122.50'	S 65°51'50" W	46.63'	46.99'
C30	77.50'	N 74°14'03" W	66.12'	68.31'
C31	77.50'	N 42°46'24" W	16.76'	16.80'
C32	455.00'	N 32°11'18" W	54.89'	58.94'
C33	455.00'	N 23°43'39" W	85.20'	85.92'
C34	455.00'	N 12°53'39" W	85.57'	85.70'
C35	455.00'	N 01°54'53" W	56.99'	57.15'
C36	455.00'	N 09°30'59" E	76.37'	76.46'
C37	455.00'	N 14°40'55" E	5.50'	5.50'
C38	18.00'	N 60°02'00" E	25.46'	26.27'
C39	18.00'	S 28°44'53" E	21.00'	21.00'
C40	235.00'	S 13°13'03" W	14.62'	14.62'
C41	235.00'	S 02°39'24" W	72.00'	72.28'
C42	235.00'	S 14°53'05" E	32.00'	32.28'
C43	235.00'	S 32°00'03" E	67.21'	67.44'
C44	18.00'	S 04°46'40" W	25.46'	26.27'

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 37°59'24" E	31.59'
L2	S 37°59'24" E	70.00'
L3	S 37°59'24" E	70.00'
L4	S 37°59'24" E	56.55'
L5	S 15°02'00" W	26.31'
L6	N 74°50'00" W	62.00'
L7	N 74°50'00" W	65.00'
L8	N 74°50'00" W	65.00'
L9	N 74°50'00" W	65.00'
L10	N 74°50'00" W	28.50'
L11	N 74°50'00" W	70.60'
L12	N 74°50'00" W	30.33'
L13	N 55°21'10" W	36.81'
L14	N 55°21'10" W	136.33'
L15	N 55°21'10" W	53.30'
L16	N 55°21'10" W	20.04'
L17	N 55°21'10" W	48.96'
L18	N 55°21'10" W	24.38'
L19	N 55°21'10" W	44.62'
L20	N 55°21'10" W	28.72'
L21	S 74°50'00" E	20.59'
L22	S 13°02'00" E	41.93'
L23	N 80°30'45" E	16.04'
L24	N 80°30'45" E	16.04'
L25	N 74°50'00" E	78.36'
L26	S 68°11'59" E	64.09'
L27	S 37°59'24" E	70.00'
L28	S 37°59'24" E	15.46'
L29	S 15°02'00" W	66.21'
L30	S 15°02'00" W	70.00'
L31	S 15°02'00" W	12.08'
L32	S 40°13'20" E	63.16'
L33	S 49°46'40" W	70.60'
L34	S 80°30'45" W	32.08'
L35	N 13°02'00" E	41.53'
L36	S 74°50'00" E	92.00'
L37	S 74°50'00" E	92.00'
L38	S 13°02'00" W	41.53'
L39	N 40°13'20" E	4.94'
L40	S 40°13'20" E	54.00'
L41	N 40°13'20" W	70.19'
L42	N 38°12'29" W	7.17'
L43	N 38°12'29" W	26.04'
L44	N 30°29'45" W	38.26'
L45	N 30°29'45" W	22.02'
L46	N 24°37'54" W	10.27'
L47	N 19°37'05" W	32.61'
L48	N 19°37'05" W	17.26'
L49	N 10°46'22" W	46.32'
L50	N 10°46'22" W	7.63'
L51	N 05°46'48" W	4.52'
L52	N 09°14'05" W	92.90'
L53	N 09°14'05" W	9.67'
L54	N 09°14'05" E	39.32'
L55	N 12°25'24" E	11.00'
L56	N 14°54'13" E	5.13'
L57	N 14°54'13" E	64.26'

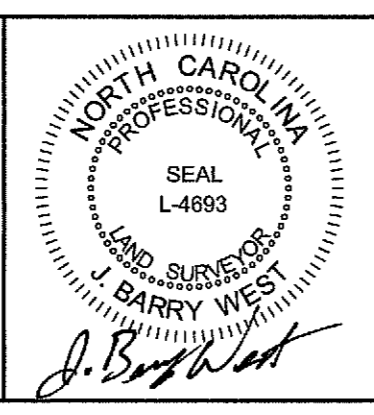
LOT ADDRESS CHART

LOT #	ADDRESS
66	529 Rosebud Orchard Way Weaverville, NC 28787
67	525 Rosebud Orchard Way
68	521 Rosebud Orchard Way
69	515 Rosebud Orchard Way
70	511 Rosebud Orchard Way
71	507 Rosebud Orchard Way
72	503 Rosebud Orchard Way
73	502 Rosebud Orchard Way or 400 Bell Lily Dr
74	504 Rosebud Orchard Way
75	506 Rosebud Orchard Way
76	510 Rosebud Orchard Way
77	514 Rosebud Orchard Way
78	516 Rosebud Orchard Way
79	526 Rosebud Orchard Way
80	139 Water Leaf Dr
81	135 Water Leaf Dr
82	133 Water Leaf Dr
83	129 Water Leaf Dr
84	125 Water Leaf Dr
85	411 Bell Lily Dr or 402 Bell Lily Dr
86	409 Bell Lily Dr
87	407 Bell Lily Dr
88	403 Bell Lily Dr
89	401 Bell Lily Dr
90	115 Water Leaf Dr
91	111 Water Leaf Dr
92	107 Water Leaf Dr
93	105 Water Leaf Dr
94	112 Water Leaf Dr
95	114 Water Leaf Dr
96	116 Water Leaf Dr
97	118 Water Leaf Dr
98	120 Water Leaf Dr
99	122 Water Leaf Dr
100	126 Water Leaf Dr
101	132 Water Leaf Dr
102	138 Water Leaf Dr Weaverville, NC 28787

Registered this the 2 day of JANUARY  
2012 at 2:21 P.M. Recorded in  
Plat Book 194 Page 175  
Drew Reinhold Register of Deeds  
Julie Deputy

Original document returned to customer at time of recording

**McABEE & ASSOCIATES, P.A.**  
PROFESSIONAL LAND SURVEYING  
Eric S. McAbee, PLS Fax (828) 628-1294  
J. Barry West, PLS Telephone (828) 628-1295  
Wallace S. McAbee, PLS (Emeritus)  
3 McAbee Trail Fairview North Carolina, 28730  
www.mcabeesurvey.com Firm License Number: C-694



REVISION HISTORY			
NO.	DATE	DESCRIPTION	BY

SUBDIVISION PLAT OF:  
**MAPLE TRACE - PHASE 2**  
PARENT PIN: 9752-33-4058

CASE #: SUB2015-00005  
DATE: 12/06/2018  
PROJECT #: 11478  
DRAWING #: G-18-4582  
DRAWN BY: JBW  
SCALE: 1" = 50'  
SHEET 2 OF 2  
OWNER / DEVELOPER:  
WINDSOR BUILT HOMES INC.  
400 WEST BROAD STREET, SUITE 500  
GREENVILLE, SC 29601  
PHONE: (864) 271-3855  
REEMS CREEK TOWNSHIP  
BUNCOMBE COUNTY, N.C.



**NOTES:**

- 1) THIS SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY PER F.I.R.M.#37009758001, DATED 1/06/2010.
- 2) PROPERTY SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO, THOSE SHOWN HEREON.
- 3) SURVEYOR WAS NOT PROVIDED WITH A LEGAL TITLE SEARCH. THERE MAY BE DIST EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS PERTINENT TO THIS PROPERTY THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THAT ARE NOT SHOWN ON THIS PROPERTY.
- 4) BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONDITIONS, CONTAINERS, OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 5) AREA BY COORDINATE COMPUTATION.
- 6) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. THE COMBINED GRID FACTOR IS 0.9998060.
- 7) ALL NC GRID COORDINATES SHOWN HEREON ARE BASED ON NC GRID (NAD83-2011). THE VERTICAL DATUM FOR ALL ELEVATIONS SHOWN HEREON IS NAVD83.
- 8) SUBJECT PROPERTY IS ZONED "R-3" PER THE BUNCOMBE COUNTY ZONING ORDINANCE. REFER TO THIS ORDINANCE FOR REGULATIONS APPLICABLE TO THE SUBJECT PROPERTY.

**BUILDING SETBACK REQUIREMENTS (PER R-3 ZONING & APPROVED PLANS):**

FRONT & REAR: 15'  
 INTERIOR SIDES: 7'  
 (SEE LOT 126 FOR TYPICAL SETBACK DIMENSIONS)

9) CABLE, TELEPHONE & ELECTRICAL SERVICE LINES ARE TO BE PROVIDED WITHIN THE ROAD RIGHTS-OF-WAY (AS SHOWN ON TYPICAL ROAD DETAIL).

**REFERENCES:**

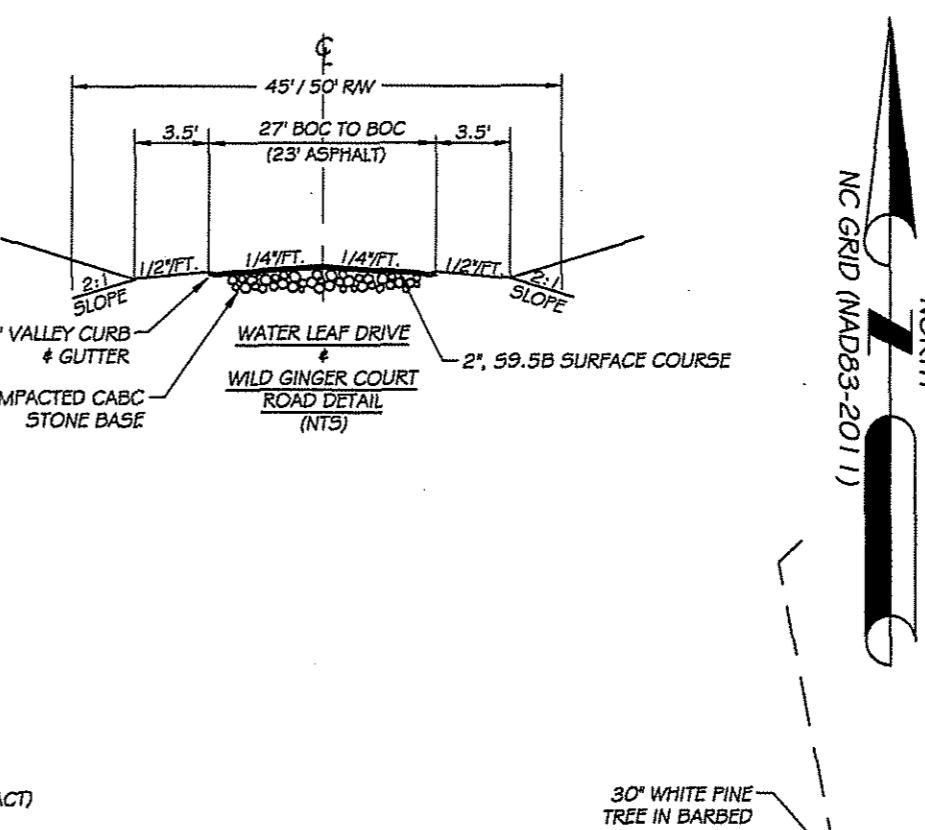
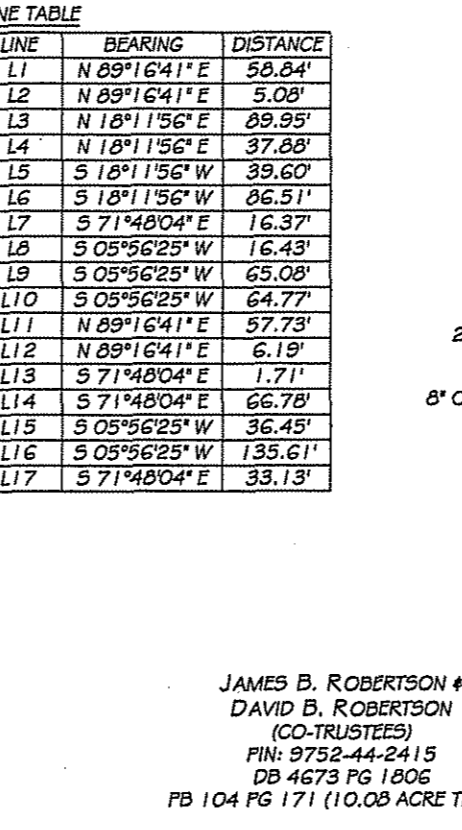
- DD 5469 PG 1703
- DD 5296 PG 1196
- DD 4822 PG 1478
- PB 104 PG 171
- PB 144 PG 70
- PB 164 PG 146
- PB 168 PG 97-98
- PB 168 PG 152
- PB 172 PG 19
- PB 182 PG 105
- PB 182 PG 180

**CURVE TABLE**

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	725.00'	S 85°20'55" E	65.05'	63.07'
C2	725.00'	N 89°37'54" E	62.09'	62.11'
C3	2025.00'	N 01°12'51" E	3.00'	3.00'
C4	2025.00'	N 86°10'43" E	65.10'	63.19'
C5	2025.00'	N 89°11'22" E	6.26'	6.26'
C6	225.00'	S 84°40'29" E	42.41'	47.50'
C7	18.00'	N 59°47'10" E	23.90'	26.13'
C8	67.50'	N 19°20'45" W	62.27'	66.46'
C9	25.00'	S 24°53'00" W	30.34'	33.36'
C10	45.00'	S 61°52'43" W	52.99'	59.30'
C11	45.00'	N 65°02'27" W	56.34'	60.69'
C12	45.00'	N 09°51'00" E	31.79'	35.19'
C13	45.00'	N 77°31'18" E	48.77'	52.78'
C14	45.00'	S 56°25'18" E	19.41'	19.56'
C15	25.00'	S 61°37'47" E	15.17'	15.41'
C16	112.50'	S 71°59'29" E	29.39'	33.37'
C17	112.50'	S 47°04'04" E	65.62'	66.59'
C18	112.50'	S 12°31'22" E	68.99'	70.12'
C19	112.50'	S 11°54'04" W	24.69'	24.78'
C20	18.00'	S 26°40'01" E	39.46'	39.57'
C21	115.00'	S 60°37'11" E	44.60'	44.69'
C22	115.00'	S 39°14'29" E	64.16'	65.03'
C23	115.00'	S 05°33'01" E	48.39'	46.18'
C24	775.00'	S 85°36'44" E	64.96'	64.99'
C25	775.00'	N 89°34'44" E	65.10'	65.12'
C26	1975.00'	N 87°10'21" E	0.36'	0.36'
C27	1975.00'	N 26°07'08" E	65.10'	65.10'
C28	1975.00'	N 89°10'16" E	7.36'	7.36'
C29	175.00'	S 81°18'42" E	57.53'	57.79'
C30	65.00'	S 35°59'49" E	0.19'	0.20'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 89°16'41" E	50.24'
L2	N 89°16'41" E	5.00'
L3	N 18°11'56" W	29.99'
L4	N 18°11'56" W	37.00'
L5	S 18°11'56" W	39.60'
L6	S 18°11'56" W	26.51'
L7	S 71°48'04" E	16.37'
L8	S 05°56'25" W	16.43'
L9	S 05°56'25" W	65.00'
L10	S 05°56'25" W	64.77'
L11	N 89°16'41" E	57.73'
L12	N 89°16'41" E	6.19'
L13	S 71°48'04" E	1.71'
L14	S 71°48'04" E	66.70'
L15	S 05°56'25" W	36.45'
L16	S 05°56'25" W	133.61'
L17	S 71°48'04" E	33.13'



**DEVELOPMENT DATA:**

- OWNER/DEVELOPER: WINDSOR BUILT HOMES, INC. 40 WEST BROAD STREET, SUITE 500 GREENVILLE, SC 29601
- TOTAL AREA OF PARENT PHASE 3 TRACT: 10.51 ACRES
- TOTAL NUMBER OF LOTS IN PHASE 3: 24
- LINEAR FOOTAGE OF ROADS IN PHASE 3: WATER LEAF DR: 654.2' WILD GINGER COURT: 364.2'
- SANITARY SEWER SYSTEM AS-BUILT AND EASEMENT PLAN RECORDED IN PLAT BOOK 182 PAGE 180
- WATER SYSTEM AS-BUILT AND EASEMENT PLAN RECORDED IN PLAT BOOK 182 PAGE 106

**LEGEND & ABBREVIATIONS:**

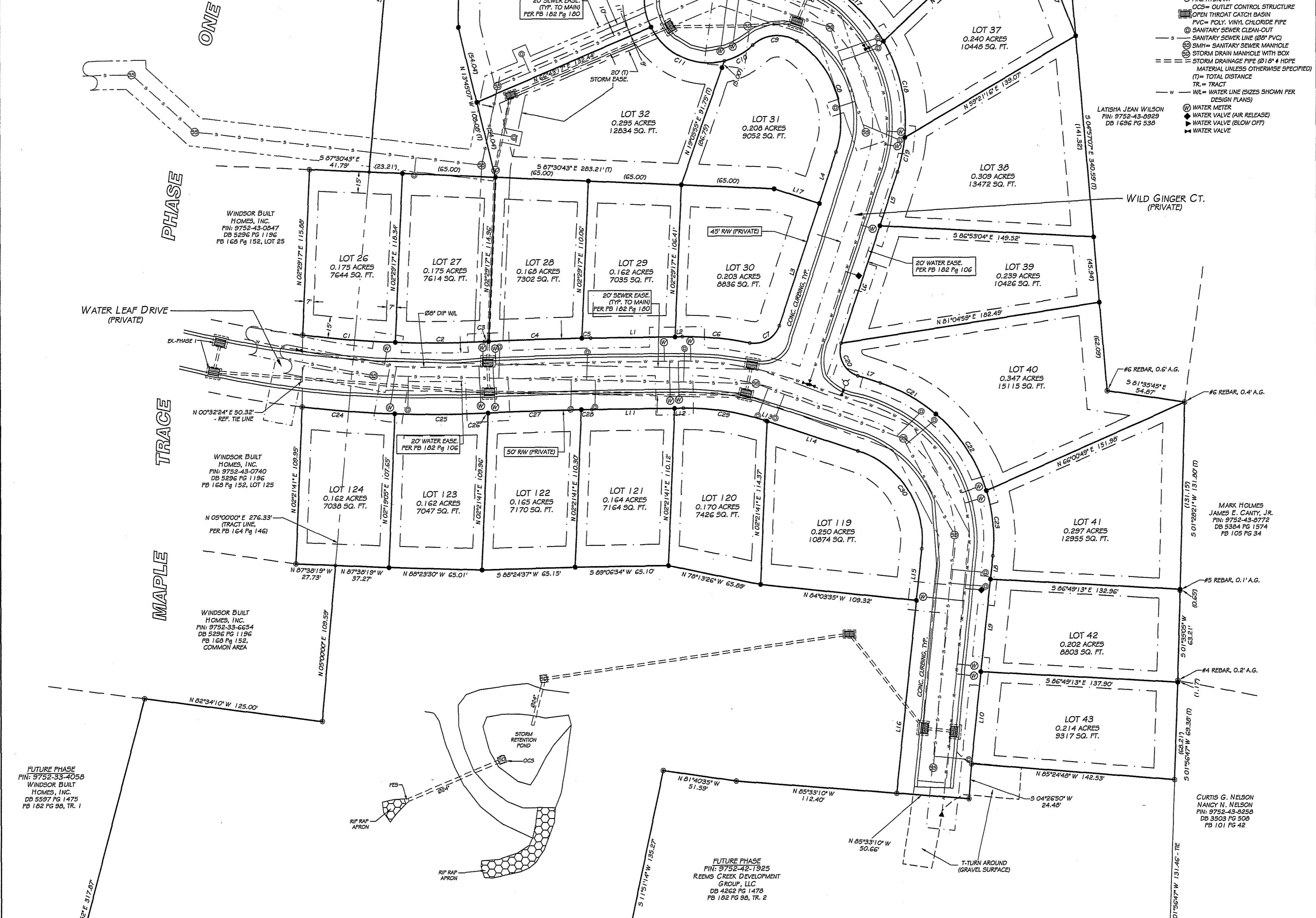
- PB = PLAT BOOK
- DB = DEED BOOK
- PG = PAGE
- R/W = RIGHT OF WAY
- FIN = PARCEL IDENTIFICATION NUMBER
- CALCULATED POINT (NOT MARKED IN FIELD)
- RECOVERED BOUNDARY MONUMENT (#4 REBAR WITH MCABEE ID CAP, UNLESS OTHERWISE NOTED)
- BOUNDARY MONUMENT SET BY MCABEE (#4 REBAR WITH MCABEE ID CAP)
- BOUNDARY LINE (FIELD SURVEYED)
- BOUNDARY LINE (COMPOSITE, FLOTTED FROM RECORD DESCRIPTIONS)
- A.G. = ABOVE ADJACENT GRADE
- CONC. = CONCRETE
- CURB = CURB
- EASE = EASEMENT
- EX = EXISTING
- FE = FLARED END SECTION
- FI = FIRE HYDRANT
- CCS = OUTLET CONTROL STRUCTURE
- OT = OPEN THROAT CATCH BASIN
- PC = POLY-VINYL CHLORIDE PIPE
- SS = SANITARY SEWER CLEAN-OUT
- SS = SANITARY SEWER LINE (8" PVC)
- SM = SHARED SANITARY MANHOLE
- SD = STORM DRAIN MANHOLE WITH BOX
- SD = STORM DRAINAGE PIPE (8" 1/8" HDPE MATERIAL UNLESS OTHERWISE SPECIFIED)
- TD = TOTAL DISTANCE
- TR = TRACT
- WL = WATER LINE (SIZES SHOWN PER DESIGN PLANS)
- WM = WATER METER
- WV = WATER VALVE (AIR RELEASE)
- WV = WATER VALVE (BLOW OFF)
- WV = WATER VALVE

**LOT ADDRESS CHART**

LOT #	ADDRESS	WEAVERVILLE, NC	20767
26	201	Water Leaf Dr	20767
27	197	Water Leaf Dr	20767
28	195	Water Leaf Dr	20767
29	193	Water Leaf Dr	20767
30	191	Water Leaf Dr	20767
31	304	Wild Ginger Court	20767
32	308	Wild Ginger Court	20767
33	312	Wild Ginger Court	20767
34	316	Wild Ginger Court	20767
35	311	Wild Ginger Court	20767
36	309	Wild Ginger Court	20767
37	307	Wild Ginger Court	20767
38	305	Wild Ginger Court	20767
39	303	Wild Ginger Court	20767
40	187	Water Leaf Dr	20767
41	185	Water Leaf Dr	20767
42	179	Water Leaf Dr	20767
43	177	Water Leaf Dr	20767
119	186	Water Leaf Dr	20767
120	180	Water Leaf Dr	20767
121	192	Water Leaf Dr	20767
122	194	Water Leaf Dr	20767
123	196	Water Leaf Dr	20767
124	200	Water Leaf Dr	20767

**WINDSOR BUILT HOMES, INC.**  
 PIN: 9752-33-6654  
 DB 5296 PG 1196  
 PB 168 PG 152  
 COMMON AREA

**COMMON AREA #1**  
 0.304 ACRES  
 39,369 SQ. FT.



**WINDSOR BUILT HOMES, INC.**  
 PIN: 9752-33-4050  
 DB 5597 PG 1475  
 PB 182 PG 90, TR 1

**WINDSOR BUILT HOMES, INC.**  
 PIN: 9752-33-6654  
 DB 5296 PG 1196  
 PB 168 PG 152  
 COMMON AREA

**COMMON AREA #2**  
 3.136 ACRES

**FUTURE PHASE**  
 PIN: 9752-43-2325  
 REEMS CREEK DEVELOPMENT GROUP, LLC  
 DB 5452 PG 1478  
 PB 182 PG 98, TR 2

**STATEMENT OF WASTE WATER TREATMENT AND WATER SERVICE**

THE WASTE WATER TREATMENT AND WATER SERVICE ARE PROVIDED BY METROPOLITAN SEWERAGE DISTRICT - BUNCOMBE COUNTY AND TOWN OF WEAVERVILLE RESPECTIVELY. BUNCOMBE COUNTY GOVERNMENT SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OR REPAIR OF SAID WASTE WATER TREATMENT AND WATER SYSTEMS WITHIN THIS SUBDIVISION.

**CERTIFICATE OF APPROVAL**

THIS FINAL PLAT HAS BEEN REVIEWED BY THE BUNCOMBE COUNTY PLANNING AND DEVELOPMENT DEPARTMENT AND MEETS THE REQUIREMENTS FOR A MAJOR SUBDIVISION. THIS APPROVAL SHALL BE VOID UNLESS THE FINAL PLAT IS RECORDED IN THE OFFICE OF THE BUNCOMBE COUNTY REGISTER OF DEEDS WITHIN 90 DAYS FROM THE DATE OF APPROVAL.

DATE: 12/6/2017  
 REVIEW OFFICER: Shannon Cooper  
 STATE OF NORTH CAROLINA: COUNTY OF BUNCOMBE

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND DEDICATE ALL ROAD RIGHTS-OF-WAY AND OTHER SITES AND EASEMENTS TO PUBLIC USE AS NOTED IN THE DISCLOSURE OF PRIVATE ROADWAYS, WHERE APPLICABLE.

DATE: 12/6/2017  
 OWNER(S): [Signature]

**CERTIFICATE OF PRIVATE ROADS**

THE ROADS WITHIN THIS SUBDIVISION ARE DESIGNATED AS PRIVATE. THE ROAD MAINTENANCE AGREEMENT, IN ACCORDANCE WITH GS 136-102.6, IS OR WILL BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BUNCOMBE COUNTY. BUNCOMBE COUNTY GOVERNMENT SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OR REPAIR OF THE ROADS WITHIN THIS SUBDIVISION. I HEREBY CERTIFY THAT I AM THE DEVELOPER AND/OR FINANCIALLY RESPONSIBLE PARTY OF THIS PROPERTY SHOWN AND DESCRIBED HEREON, AND SHALL MAINTAIN SAID PRIVATE ROADS AND REPAIR ANY DETERIORATION, DEFECTS OR DAMAGE, INCLUDING BUT NOT LIMITED TO SUBGRADE, BASE COURSE, OR ASPHALT, UNTIL SAID ROADS ARE DEDICATED TO A RESPONSIBLE PARTY.

DATE: 12/6/2017  
 DEVELOPER/ FINANCIALLY RESPONSIBLE PARTY: [Signature]

**CERTIFICATE OF ROAD GRADES AND SUITABILITY**

STATE OF NORTH CAROLINA, BUNCOMBE COUNTY, I, J. BARRY WEST, PLS CERTIFY THAT THE NEWLY SUBMITTED OR PROPOSED ROAD GRADES AND SLOPES WERE CALCULATED BY ME USING THE DESIGN PLANS AND DO NOT EXCEED 14.1% GRADE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 2nd DAY OF NOVEMBER, 2017.

DATE: 12/6/2017  
 J. Barry West  
 L-4693

**GLOBAL POSITIONING SYSTEM CERTIFICATION**

I, J. BARRY WEST, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION; THAT THIS GPS SURVEY WAS PERFORMED TO CLASS 1 FGIC SPECIFICATIONS AND THAT I USED THE NAD83 VES TRIP NETWORK; GPS FIELD PROCEDURES AND COORDINATES WERE OBTAINED BY THE RTK NETWORK SOLUTIONS; THAT THIS SURVEY WAS PERFORMED ON 12/06/2017 USING A SPECTRA PHOMARX 700 DUAL FREQUENCY RECEIVER AND ALL COORDINATES ARE BASED ON NORTH AMERICAN DATUM OF 1983 - 2011 UNGRADED POSITIONS.

DATE: 12-6-2017  
 J. Barry West  
 BUNCOMBE COUNTY SURVEYOR

**McABEE & ASSOCIATES, P.A.**  
 PROFESSIONAL LAND SURVEYING

Eric S. McAbee, PLS  
 J. Barry West, PLS

Wallace S. McAbee, PLS (Emeritus)  
 3 McAbee Trail  
 Fairview North Carolina, 28730  
 www.mcabeesurvey.com Firm License Number: C-694

**REVISION HISTORY**

NO.	DATE	DESCRIPTION	BY

**MAPLE TRACE - PHASE 3**

PARENT PIN: 9752-43-3737

**CHARTER DEVELOPER**  
 WINDSOR BUILT HOMES, INC.  
 400 WEST BROAD STREET, SUITE 500  
 GREENVILLE, SC 29601  
 PHONE: (664) 271-9855

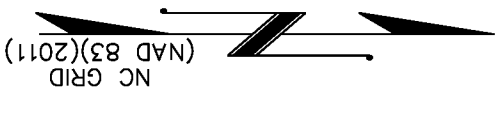
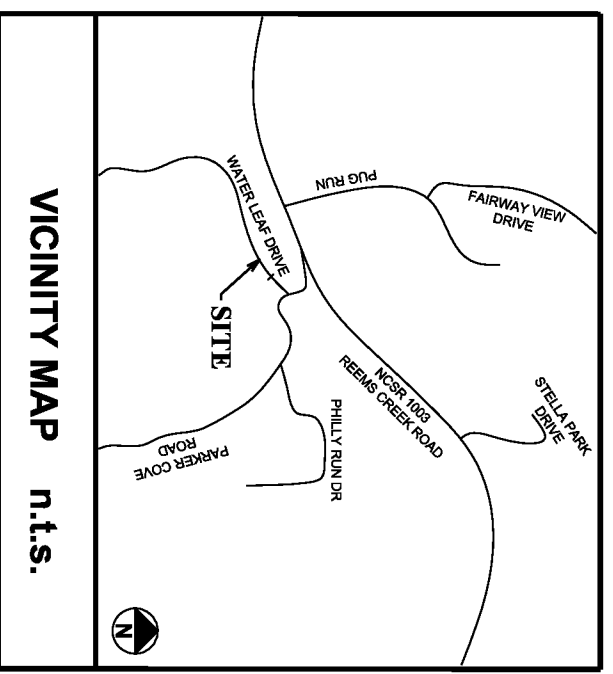
DATE: 10/16/2017  
 PROJECT #: 11478  
 DRAWING #: G-17-4179  
 DRAWN BY: JBV  
 SCALE: 1" = 40'











**NOTES:**

1. BASIS OF THE BEARINGS AND COORDINATES IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM (NSRS), NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON OCTOBER 27, 2023, AND RTK NETWORKS; AND EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES ARE NC GRID DISTANCES. ROTATE ALL BEARINGS 00°01'25" CLOCKWISE TO MATCH RECORD PLAT IN PLAT BOOK 104, PAGE 171.
2. AREA COMPUTED BY COORDINATE GEOMETRY
3. DEED REFERENCE: DEED BOOK 4673, PAGE 1806
4. PLAT REFERENCE: PLAT BOOK 104, PAGE 171
5. PARCEL #: WESTERN PORTION OF 9752-44-2558-00000
6. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, OR RESTRICTIONS NOT SHOWN AND IS NOT AN ALTA/SPLS/LAND TITLE SURVEY.
7. ALL PROPERTY OWNERSHIPS WERE TAKEN FROM CURRENT COUNTY GEOGRAPHIC INFORMATION SYSTEM WEBSITE AND/OR RECORDED PLATS ONLY
8. AFTER CONVEYANCE, 0.068 ACRE TRACT TO BE RECOMBINED WITH PARCEL #9752-33-8663-00000

**Certificate of Exemption**

I hereby certify that the plat shown hereon is exempt from the Buncombe County Subdivision Regulations pursuant to the definition of a subdivision in Chapter 70, Article 1, Sec. 70-5 of the Buncombe County Code of Ordinances.

*Brittain Sluder*  
Buncombe County Authorized Representative

12/8/2023

STATE OF NORTH CAROLINA

COUNTY OF Buncombe

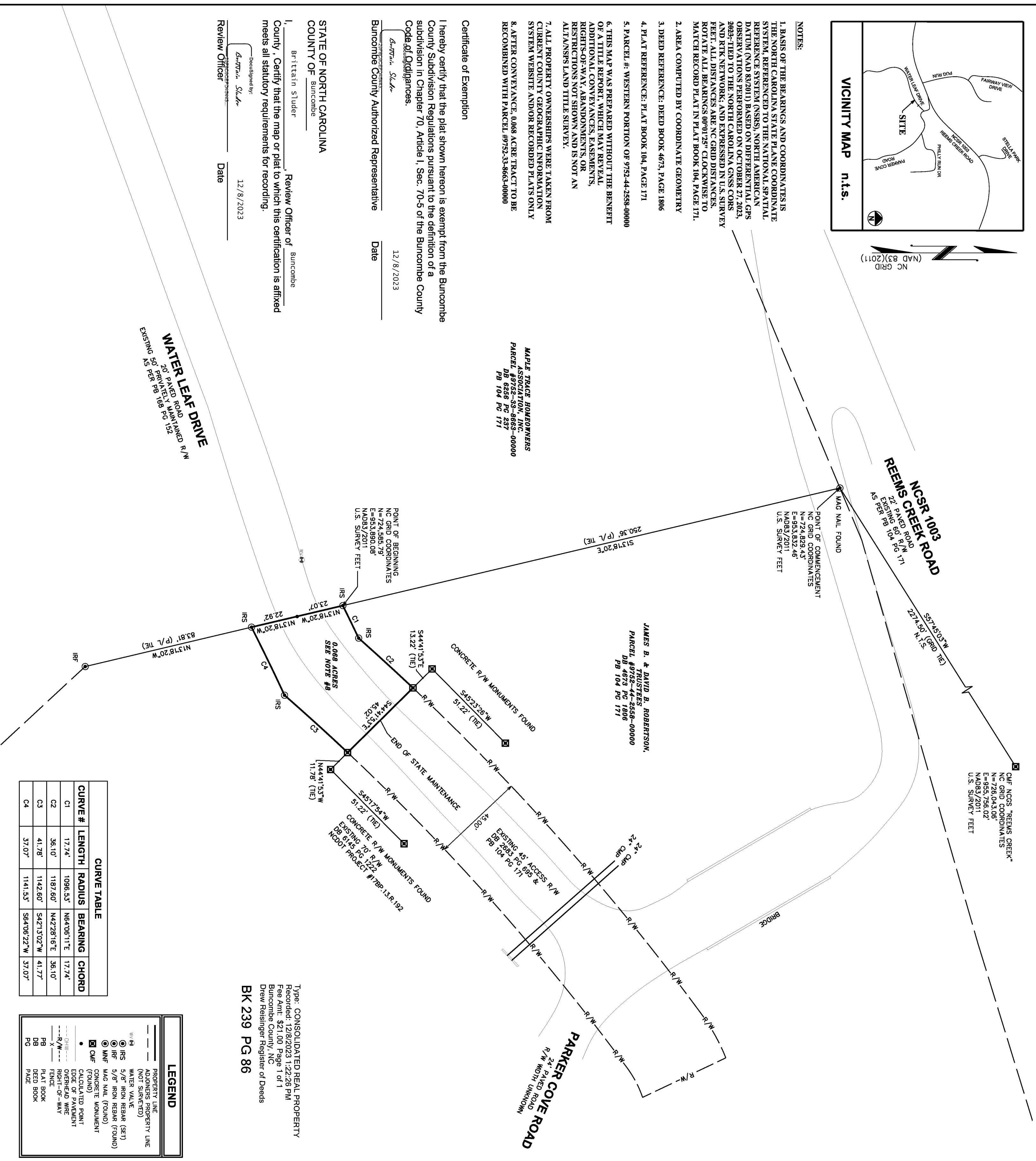
Brittain Sluder, Review Officer of Buncombe County, Certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

DocuSigned by:  
*Brittain Sluder*  
Date 12/8/2023

Date

MAPLE TRACE HOMEOWNERS ASSOCIATION, INC.  
PARCEL #9752-33-8663-00000  
DB 6256 PG 237  
PB 104 PG 171

JAMES B. & DAVID B. ROBERTSON, TRUSTEES  
PARCEL #9752-44-2558-00000  
DB 4673 PG 1806  
PB 104 PG 171



WATER LEAF DRIVE  
20' PAVED ROAD MAINTAINED R/W  
20' PRIVATE R/W  
EXISTING 50' PER PG 158 PG 152

REEMS CREEK ROAD  
2.2' PAVED R/W  
EXISTING 10' R/W  
15' STEEP

CMF NCGS "REEMS CREEK"  
NC GRID COORDINATES  
N=726,043.06  
E=953,756.02  
NAD83/2011  
U.S. SURVEY FEET

POINT OF COMMENCEMENT  
NC GRID COORDINATES  
N=724,829.43  
E=953,832.46  
NAD83/2011  
U.S. SURVEY FEET

POINT OF BEGINNING  
NC GRID COORDINATES  
N=724,585.79  
E=953,990.08  
NAD83/2011  
U.S. SURVEY FEET

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CURVE #	LENGTH	RADIUS	BEARING	CHORD
C1	17.74'	1096.53'	N64°06'11"E	17.74'
C2	36.10'	1197.60'	N42°28'16"E	36.10'
C3	41.78'	1142.60'	S42°13'02"W	41.77'
C4	37.07'	1141.53'	S64°06'22"W	37.07'

CURVE TABLE

**LEGEND**

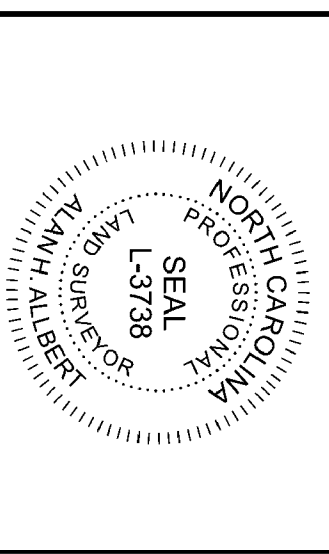
- PROPERTY LINE
- ADJACENT PROPERTY LINE (NOT SURVEYED)
- WATER WALLE
- WATER
- IRS 5/8" IRON REBAR (SET)
- IRF 5/8" IRON REBAR (FOUND)
- MNF MAG NAIL (FOUND)
- CMF CONCRETE MONUMENT
- CONCRETE MONUMENT
- CALCULATED POINT
- DATE OF PLACEMENT
- RIGHT-OF-WAY
- R/W
- FENCE
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE

Type: CONSOLIDATED REAL PROPERTY  
Recorded: 12/8/2023 12:22:26 PM  
Fee Amt: \$21.00 Page 1 of 1  
Buncombe County, NC  
Drew Reisinger Register of Deeds  
BK 239 PG 86

REV	DATE	ISSUED FOR	INITIALS
0	10/27/2023	PRELIMINARY	EMW
1	12/07/2023	RECOMBINATION	EMW

ALAN H. ALBERT  
NORTH CAROLINA PLS # L-3738

DocuSigned by:  
*ALAN H. ALBERT*



This plat was prepared in accordance with G.S. 47-30 as amended. That this plat meets the requirement of G.S. 47-30 section F-1-d. Witness my original signature and seal this the 7th day of December, 2023.

Horizontal Datum is NAD 83/2011  
Vertical Datum is NAVD88  
Published/field-control use: CORS  
Geoid model: GEOID18  
Combined grid factor(s): 0.99980462  
Units: U.S. Survey Feet

That this plat was prepared in accordance with G.S. 47-30 as amended. That this plat meets the requirement of G.S. 47-30 section F-1-d. Witness my original signature and seal this the 7th day of December, 2023.

1, Alan H. Albert, certify that this plat was drawn under my supervision from an actual survey performed under my supervision (deed description recorded in Book 4673, page 1806, etc.) (other), that the boundaries not surveyed are clearly indicated as drawn from information found in Book \_\_\_\_\_, page \_\_\_\_\_, that the ratio of precision or positional accuracy as calculated is 0.04; that the Global Positioning System (GPS) survey and the following information was used to perform the GPS (GNSS) if dual constellations are used) survey:  
Class of survey: Class B  
Positional accuracy: 0.04 (ft)  
Type of GPS field procedure: Network Real-Time Kinematic  
Dates of survey: October 27, 2023  
Datum/Epoch:  
Horizontal Datum is NAD 83/2011  
Vertical Datum is NAVD88  
Published/field-control use: CORS  
Geoid model: GEOID18  
Combined grid factor(s): 0.99980462  
Units: U.S. Survey Feet



SHEET # 1 OF 1 JOB # 334481

OWNER OF RECORD:  
JAMES B. & DAVID B. ROBERTSON, TRUSTEES

REEMS CREEK TOWNSHIP,  
BUNCOMBE COUNTY,  
NORTH CAROLINA

MAPLE TRACE HOMEOWNERS ASSOCIATION, INC.

BOUNDARY RECOMBINATION SURVEY PREPARED FOR:

ORIGINAL MAP SIZE 18" X 24"

SCALE: 1 INCH = 30 FEET

0' 30' 60'

FIELD WORK PERFORMED ON: 10/27/23



# Buncombe County



April 15, 2024



# UPDATED ANNEXATION STAFF REPORT

## ANNEXATION #2023-2 – MAPLE TRACE SUBDIVISION

Updated May 2024 (see highlighted provisions for updates)

**PROPERTY DESCRIPTION** – Entirety of Maple Trace Subdivision; 143 properties; entrance and exit over a private easement for Water Leaf Dr (private road) to Parker Cove Rd (SR 2106), which crosses Reems Creek via a new 2-way NCDOT bridge and connects directly to Reems Creek Rd (SR 1003)

**SUFFICIENCY OF PETITION** – With the assistance of the Town Attorney, the Town Clerk certified the sufficiency of the annexation petition on 19 October 2023. This is a satellite annexation and, if annexed, brings the total percentage of satellite annexations from 0.92% to 3.97% (10% is the legal maximum).

### FINANCIAL PROJECTIONS

Town Tax Value = +/- \$43,820,025  
Property Tax Revenue = +/- \$153,370 annually  
Water Revenue = +/- \$48,240 annually<sup>1</sup>

### PROPERTY DETAILS

Existing single-family subdivision that is built out and consists of:  
+/- 66.5 acres  
134 single family residences  
9 HOA owned and managed common areas  
5 private streets: +/- 7,415 linear feet = +/- 1.4 miles  
Public utility providers: Town water, MSD sewer

### ZONING CLASSIFICATION

Town R-2 zoning was requested as the Town zoning district that most closely aligns with the existing subdivision. The Planning Board reviewed the zoning request and voted to recommend R-2 zoning on 1 August 2023. The only discrepancies appear to be some minor deviations in min. lot area and setbacks (Subdivision 15' front, 15' rear, 7' side vs. Town 30' front, 10' rear, 10' side). Additional improvements in the subdivision will be constructed with prior approved setbacks for consistency and vested rights.

### OPERATIONAL AND SYSTEM IMPACTS

**WATER** – The Town currently provides public water to these properties, so no operational challenges or additional system impacts are expected. A decrease in water revenue is noted in footnote 1.

**STREETS** – 5 private streets were constructed and are in use within the subdivision: Water Leaf Drive, Wild Ginger Court, Rosebud Orchid Way, Checkerberry Court, and Bell Lily Drive. The condition of these private streets has been reviewed and tested by engineers engaged by the HOA with a report dated 27 March 2024 being generated. The report and results of the testing have been reviewed by the PW Director and his comments and recommendation submitted. The HOA has obtained title to the portion of Water Leaf Drive that connects to Parker Cove Road and has updated its annexation petition to include this newly acquired property. Street lighting is present along all of the private streets.

**STORMWATER** – This subdivision operates under a stormwater management permit issued by Buncombe County and includes several stormwater control measures. The stormwater drainage system located within the street improvements has not yet been inspected to determine if the system is working properly or requires repair or maintenance.

**SANITATION** – If annexed these residential properties must be added to the weekly garbage route and the leaf/yard waste schedule. When considered with development that is expected with recent annexations, this annexation will require the addition of another garbage collection day. Staffing needs may be impacted and will have to be analyzed once the new garbage truck is received and put into service, which is expected in within the next month.

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<sup>1</sup> Upon annexation, Town water revenue will be reduced to the approximate amount indicated due to conversion from outside rates to inside rates. Outside water rates for these properties generate approximately \$96,480 in water revenue annually.

# UPDATED ANNEXATION STAFF REPORT

## ANNEXATION #2023-2 – MAPLE TRACE SUBDIVISION

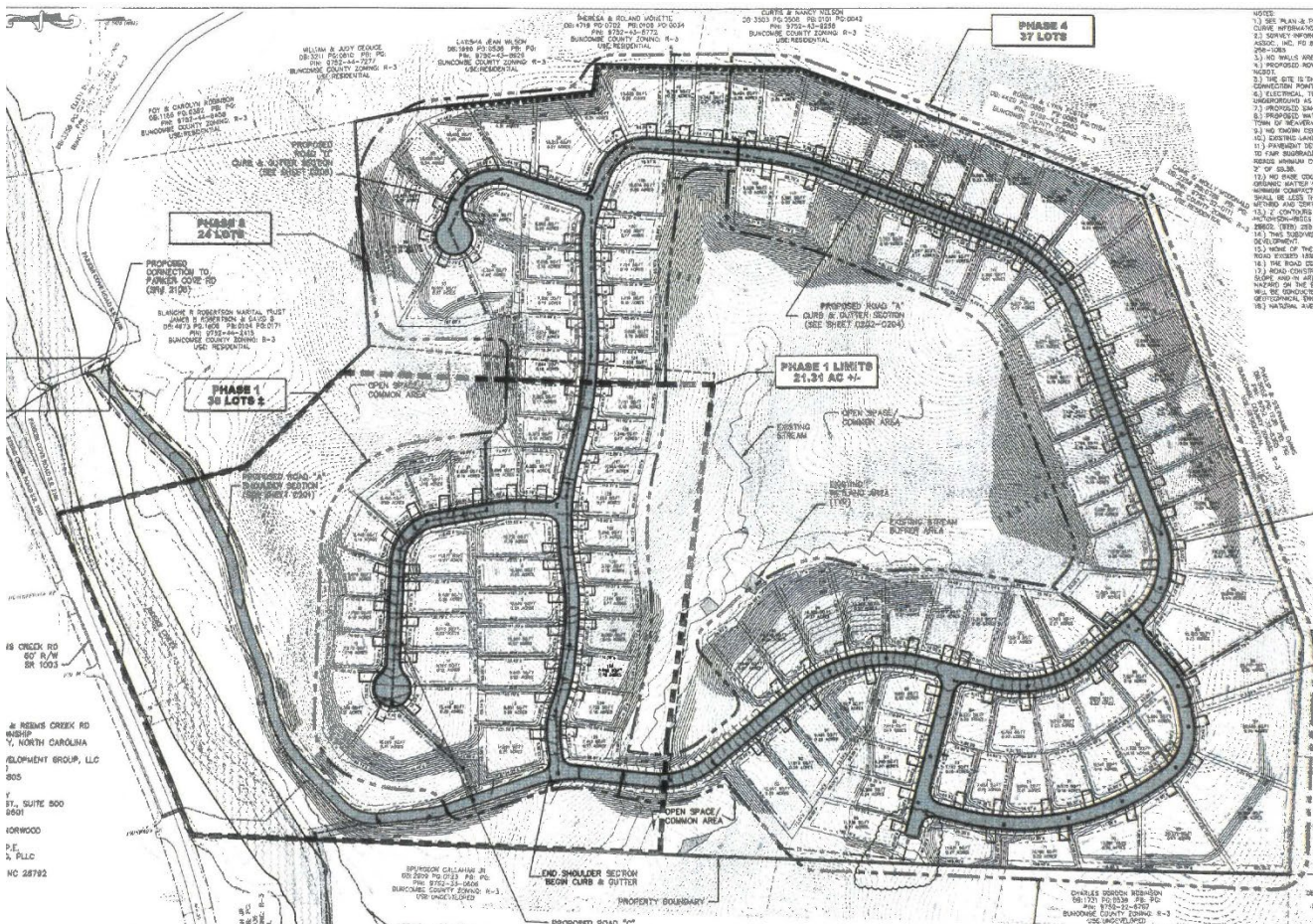
Updated May 2024 (see highlighted provisions for updates)

**POLICE** – The Weaverville Police Department believes that it will be able to efficiently and effectively serve this subdivision at its approved staffing level. These properties will be added to a routine patrol route.

**FIRE** – Reems Creek Valley Fire Department (RCVFD) currently provides fire service to these properties. If annexed these properties will be removed from the RCVFD district and the Town will be responsible for providing fire and first responder services. This annexation area represents approximately 4% of the RCFD tax base and will be a significant loss of tax revenue to the RCVFD at approximately \$66,000 per year based on current rates.

N.C. Gen. Stat. § 160A-58.2A requires the Town to pay a proportionate share of a tax district’s debt on facilities and equipment existing at the time an annexation petition is submitted. The Town’s share of RCVFD debt for all of the annexations affecting the RCVFD tax district, including Maple Trace Subdivision, has been calculated to be \$15,039.62 over a period of approximately 3.5 years.

The Town of Weaverville and the RCVFD recently entered into an automatic aid agreement which specifically provides that the annual amount owed by the Town to the RCVFD under the agreement will need to be renegotiated if the Maple Trace subdivision is annexed and will include any amounts legally owed to RCVFD for the Town’s proportionate share of RCVFD debt as a result of the anticipated reduction in their tax base.



**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

# **PUBLIC HEARING**

**MEETING DATE:** July 22, 2024  
**SUBJECT:** Maple Trace Subdivision - R-2 Zoning  
**PRESENTER:** Town Attorney Jennifer Jackson  
**ATTACHMENTS:** Public Hearing Notice  
Planning Board Findings and Recommendation

**DESCRIPTION/SUMMARY OF REQUEST:**

The annexation petition submitted for Maple Trace Subdivision was accompanied by a request for R-2 zoning.

On 1 August 2023 the Planning Board reviewed the property and the Town’s Comprehensive Land Use Plan, and offers a favorable recommendation on R-2 zoning. The Planning Board found R-2 zoning to be reasonable and consistent with the Comprehensive Land Use Plan and Town Council’s recently adopted resolution addressing Growth Area 5.

Tonight’s public hearing is on R-2 zoning and has been advertised in accordance with North Carolina law.

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

**COUNCIL ACTION REQUESTED:**

Town Council is asked to hear from the public on the proposed R-2 zoning for the Maple Trace Subdivision properties.

## **TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARINGS**

**PUBLIC NOTICE** is hereby given that the Weaverville Town Council will hold two separate public hearings during its regularly scheduled meeting on Monday, July 22, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter. One public hearing will be on a voluntary annexation petition for property commonly known as the Maple Trace Subdivision which is shown on the following recorded plats: Maple Trace Phase 1 (Book 168, Page 152), Maple Trace Phase 2 (Book 194, Pages 174-175), Maple Trace Phase 3 (Book 185, Page 30), Maple Trace Phase 4 (Book 204, Pages 166-67), and a portion of Water Leaf Drive serving as the connector road to Parker Cove Road (Book 239, Page 86). The other public hearing will be on a zoning map amendment to designate these properties as R-2 zoning if such property is annexed into the Town.

These public hearings will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (1) by EMAILING to [public-comment@weavervillenc.org](mailto:public-comment@weavervillenc.org) at least 6 hours prior to the meeting, (2) by putting your written comment in a DROP BOX at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) BY MAILING your written comment (must be received not later than the day of the meeting) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

If you would like ADDITIONAL INFORMATION or to review the content related to the Public Hearings, or have questions regarding how to submit a comment or join the meeting, you may contact Planning Director James Eller at 828-484-7002 or [jeller@weavervillenc.org](mailto:jeller@weavervillenc.org) or Town Clerk Tamara Mercer at 828-484-7003 or [tmercerc@weavervillenc.org](mailto:tmercerc@weavervillenc.org).

# The Town of Weaverville

NORTH CAROLINA

August 1, 2023

Mayor Patrick Fitzsimmons and  
Weaverville Town Council

Re: *Maple Trace Subdivision*  
*Proposed Zoning Map Amendment - R-2 Zoning*  
**Statement of Consistency/Reasonableness and Recommendation**

Dear Mayor and Council –

At the direction of Town Council, the Planning Board reviewed the application for a zoning map amendment that was submitted in conjunction with the pending annexation petition on the above-referenced properties on August 1, 2023, and submits this letter as its statement on plan consistency and reasonableness.

The properties involved consists of 142 parcels, encompassing approximately 66.5 acres, located near the intersection of Reems Creek Road and Parker Cove Road, and is currently in the unincorporated portion of Buncombe County with a zoning designation of 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 August 1, 2023, 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-2 zoning.**

**In a unanimous vote (5 to 0), the Planning Board found that R-2 zoning for these properties is consistent with the Town's Comprehensive Land Use Plan (CLUP).** In making this finding the Board considered that the future land use map identifies the properties as being within a gap area between a residential area and a mixed use area. As stated in the CLUP, "Gaps have been intentionally provided between areas on the future land use map as there is a need for flexibility to allow for the uncertainty of the future. ... The boundaries and gaps should be viewed as flexible rather than fixed lines and the final decision on land use types in these transitional areas should be left to the discretion and good judgment of the appointed and elected officials that are charged with establishing development policy and regulations in the Town." Mixed use areas, as specifically defined in the CLUP, are "where the town has experienced a variety of development pressures ranging from high density single family residential development and multifamily residential development to local retail establishments and restaurants." With vested rights being claimed on an existing subdivision, the Board found that the requested R-2 zoning offers the best fit for municipal zoning an what has already been constructed.



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.

**In that same vote, the Planning Board also found that the proposed R-2 zoning is reasonable.** To support this finding the Board found that the R-2 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 proposed townhouse development in the area.

Under current Buncombe County regulations, a wide array of residential uses can be accomplished on this property under County R-3 zoning, up to and including moderate density multifamily development. There is also a fair amount of County R-3 zoning in the immediate area which can support a residential density of up to 12 units per acre.

It is noted that this recommendation was largely based on these properties being within the Town's identified Growth Area 5 and Town Council resolution adopted on December 13, 2022, which indicated that R-2 zoning is consistent with Town Council's desired uses for these properties. While it hasn't been formally adopted as part of the CLUP, the Planning Board is taking into consideration this resolution in its review process and appreciates Town Council's action in this regard.

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

Sincerely,



Bob Pace  
Planning Board Chairman

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

**Town Hall Council Chambers  
30 South Main Street  
Weaverville, NC 28787**

**June 17, 2024 at 6:00 pm  
Town Council Special Called Meeting**

The Town Council for the Town of Weaverville held a special called meeting on June 17, 2024, at 6:00 pm in the Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC.

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

Staff members present: Town Clerk Tamara Mercer, Town Attorney Jennifer Jackson. Town Manager Selena Coffey joined the meeting at the end.

**1. Call to Order**

Mayor Fitzsimmons called the meeting to order at approximately 6:00 pm.

**2. Closed Session**

*At 6:03 p.m. Councilmember Jackson moved to enter closed session as authorized by N.C.G.S. §143-318.11(a)(3) to consult with an attorney under attorney-client privilege, and §143-318.11(a)(5) and to establish the amount of compensation and other material terms of an employment contract or proposed employment contract, and to take action on a possible legal services agreement for the negotiation of the Town Manager employment agreement. The motion was approved unanimously (7-0) and Town Council entered closed session by excusing those in attendance, implementing a sound dampening device, and locking Council Chambers.*

[CLOSED SESSION]

*Councilmember Lawrence made a motion to exit closed at 6:43 p.m. and re-enter into open session. The motion was approved unanimously (7-0), and Town Council opened Council Chambers back up for open session.*

**3. Legal Services Agreements**

Mayor Fitzsimmons brought in Attorney Root and Attorney Jackson at 6:44 p.m.

Attorney Root formally withdrew his offer of legal services and Town Council thanked him.

*Vice Mayor Chase moved to engage John Henning and Campbell Shatley PLLC, as special legal counsel to represent Town Council in certain HR matters and the negotiations of the Town Manager employment agreement if he does not have any conflicts and is otherwise available. The motion was approved unanimously. 7-0. Attorney Jackson was asked to follow up by contacting the law firm regarding this engagement.*



Town Council indicated a general consensus to contract with Attorney Jackson for any legal work that is necessary after July 1 at a rate of \$200 per hour with assignments as directed by the Mayor and Town Manager until there is an appointment of a new Town Attorney.

Mayor Fitzsimmons asked Attorney Jackson to see if Town Manager Coffey wished to join Town Council in open session.

Manager Coffey entered Council Chambers and the Mayor informed her of the action taken and that they were not going to engage Attorney Root but would be engaging John Henning of Campbell Shatley, if he is available. Councilmember Jackson stated that she would still be working under her current employment agreement and that they would be moving forward with the adoption of the annual budget at the June 18<sup>th</sup> Town Council Workshop.

#### **4. Adjournment**

There being no further business and without objection, Mayor Fitzsimmons adjourned the special called meeting at 6:59 p.m.

ATTEST:

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Tamara Mercer, Town Clerk

## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Workshop  
Tuesday, June 18, 2024**

The Town Council for the Town of Weaverville held its regularly scheduled workshop meeting on June 18, 2024, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, N.C.

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

Staff members present: Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, Police Chief Somer Oberlin, Fire Chief Scottie Harris, Public Works Director Dale Pennell, Water Plant Supervisor Randall Wilson, and AV Operator Lauren Ward.

**1. Call to Order** *Mayor Fitzsimmons proposed that the order of agenda items be reversed so that the budget discussion was first, followed by the Closed Session. This agenda adjustment was made without objection.*

**2. Town Council Budget Adoption: Adoption of FY 2024-2025 Budget Ordinance, Pay & Position Classification Plan and Fee Schedule.**

The Public Hearing was held on May 14, 2024 for the proposed budget, so the adoption of the budget was eligible for action.

Mayor Fitzsimmons encouraged Town Council final discussion.

Finance Director Dozier noted that the proposed budget for fiscal year 2024-2025 up for adoption included three parts: (1) Annual Budget Ordinance, (2) Fee Schedule including new water rates, and (3) Pay Plan and Position Classifications.

Ms. Dozier provided the details of the final summary page and Mayor Fitzsimmons requested a review of the discretionary items. Director Dozier reviewed the items that were added to the proposed budget after Town Council's last meeting:

- Grapple truck with knuckleboom loader - \$228,000
- Parking Lot below Public Works Facility - \$85,000
- Assistant Public Works position ¼ year - \$32,500
- Part-time Recreation Assistant position - \$19,300

Ms. Dozier noted that salaries were budgeted with a 5% increase, with 3% COLA and merit pay up to 2% for the 5% total. In response to Councilmember Wood's request to discuss a 5% COLA increase, Mayor Fitzsimmons said Council had in the past done away with the COLA system to reward the better performance employees.

Councilmember Wood expressed her strong support for implementing a 5% COLA (without merit pay) across the board, and asked if there was Town Council support for a motion to that effect but no one expressed interest in that.

In response to Mayor Fitzsimmon's question, Ms. Dozier reiterated that the 3% COLA and 2% merit were included in the budget and that the proposed pay plan that is to be effective July 1, 2024, if adopted, reflects the 3% COLA.

Vice Mayor Chase suggested adding a part-time HR position or consultant and questioned where that person might fit within the Town organizational structure. Attorney Jackson suggested a review of the organizational structure could be addressed later and that a budget amendment could be adopted to include a human resources position as directed by Town Council.

*Councilmember Jackson moved to adopt and approve the FY: 2024-2025 Budget Ordinance, Fee Schedule and Pay and Position Classification Plan as presented. The motion was approved unanimously. 7-0.*

### **3. Closed Session**

*At 6:10 p.m. Vice Mayor Chase moved to enter closed session pursuant to: N.C.G.S. §143-318.11(a)(3), in order to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; N.C.G.S. §143-318.11(a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the amount of compensation and other material terms of an employment contract or proposed employment contract; and N.C.G.S. §143-318.11(a)(6) in order to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. The motion was approved with a unanimously vote of 7-0.*

[CLOSED SESSION]

*At 6:31 p.m. Councilmember Jackson moved to re-enter open session and with a unanimous vote Town Council re-entered open session.*

*Vice Mayor Chase moved to confirm the appointment of Fire Chief Scottie Harris as Acting Town Manager while Town Manager Coffey is out on leave. Without objection the motion was approved unanimously. 7-0.*

### **3. Adjournment**

*There being no further business and without objection, Mayor Fitzsimmons adjourned the workshop at 6:32 p.m.*

ATTEST:

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Tamara Mercer

## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Regular Meeting  
Tuesday, June 24 2024**

The Town Council for the Town of Weaverville held its regular meeting on June 24, 2024, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC.

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

Staff members present: Acting Town Manager Scottie Harris, Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, Police Chief Somer Oberlin, Assistant Fire Chief Michael Hunter, Public Works Director Dale Pennell, Water Plant Supervisor Randall Wilson, Recreation Coordinator Sarah Myers, and Zoom Room Coordinator Lauren Ward.

**1. Call to Order** – Mayor Fitzsimmons called the meeting to order at 6:00 pm.

### **2. Public Hearing – Sign Regulations - Chapter 20**

Mayor Fitzsimmons opened the public hearing and recognized the Town Attorney. Attorney Jackson reviewed the proposed text amendments to Code Chapter 20 pertaining to sign regulations for legal compliance with recent U.S. Supreme Court cases. The Town can regulate time, place and manner of the placement of the signs but not content. The regulations drafted would comply with the federal law for content neutral signage. She reviewed a couple of minor revisions to the draft that staff is also recommending.

She noted that the Planning Board reviewed the text amendments at its meeting on May, 7, 2024 and voted unanimously to recommend the Code amendments as provided. The Public Hearing was duly advertised and is eligible to receive public input.

Mayor Fitzsimmons noted that no one signed up to speak and no one provided comments in writing prior to the meeting. Mayor Fitzsimmons closed the public hearing.

### **3. Approval/ Adjustments to Agenda**

*Councilmember Chase moved to approve and adopt the agenda as presented. The motion was approved unanimously. 7-0.*

### **4. 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.

### **5. Consent Agenda**

Town Attorney Jackson reviewed the Consent Agenda items. *Council member Jackson motioned to approve and adopt the consent agenda as presented. The motion was approved unanimously. 7-0.*

- A. May 14, 2024, Town Council Workshop Meeting Minutes – approved as presented
- B. May 20, 2024, Town Council Regular Meeting Minutes – approved as presented
- C. June 11, 2024, Town Council Special Called Meeting Minutes – approved as presented
- D. Monthly Tax Report, Refunds/Releases, Appointment of Tax Collector and bond – approved as presented
- E. Budget Amendment – Police – approved as presented
- F. Dry Ridge Historical Museum Lease – approved as presented
- G. ADA Transition Plan Update – approved as presented
- H. Personnel Policy Amendments – Reclassifications/Amendments to Plans – approved as presented
- I. Board Appointments – approved as presented

**7. Town Manager’s Report Acting Town Manager Harris**

Acting Town Manager Harris provided Town Council with the projects report and program highlights for the following:

- Passive Recreation Lands Application for the Weaverville Watershed Trails
- Elevated Trail Design Overview for 127 & 15 Quarry Road- conclusion not feasible
- AdventHealth Updates
- Phase II of Tourism Product Development Fund Grant Process
- Metropolitan Sewerage District Rate Increase update
- Citizens Academy 2024 and 2025 update

**8. General Public Comments**

Mayor Fitzsimmons opened the general public comment portion of the meeting.

Ms. Darla Letourneau requested transparency of government with regards to developments with Council members and the Town Manager. She questioned the Council’s response to the recent articles in the local paper.

Mr. Michael Stuart requests that the pickleball courts be relocated to a non-residential area due to noise and safety concerns. Mr. Stuart specifically complained about audio/hearing safety and adherence to the town noise ordinance.

Ms. Mari Fox said she has lived here 24 years and is opposed to pickleball courts in her neighborhood. Ms. Fox is concerned with additional traffic, outside walkers, noise and safety of residents.

Mr. Joe Wheeler said he is speaking against the Maple Trace annexation request unless the HOA fully complies with Public Works Director’s recommendations concerning the streets as the roadway reports demonstrate that they have failed the Town’s tests. He was concerned with future growth of Weaverville, and that should include neighborhoods that have fully complied with current town street standards.

Mr. John Philips states he is a mechanical engineer and agrees with the Public Works Director, who is also an engineer, and his recommendations concerning Maple Trace Subdivision. It is his opinion that Maple Trace subdivision should comply with the specifications of the Town’s standards which are more stringent than the State roadway standards.

Mr. Earl Booze said he has lived in the Town of Weaverville five years and lives next to a short-term rental at Lake Louise. Mr. Booze is opposed to whole-house STRs in his neighborhood. He is in favor of short-term rental regulations.

Mr. Bo Platt addressed the Maple Trace annexation request, stating he generally supports annexation but opposes the annexation of Maple Trace since the streets don't meet the Town's minimum standards. The Town has higher street standards and his own Town Street has lasted 30 years. He said the taxpayers will have to subsidize the repairs due to the developer's substandard construction methods and sets a bad precedent. He hopes that the HOA will upgrade their streets.

Ms. Catherine Haynes is opposed to the annexation of Maple Trace subdivision as the deteriorating roadways which are only a few years old mean they are substandard. Ms. Haynes also pointed to the Public Works Director's request for stormwater assessments which were not completed by the Maple Trace HOA. Other neighborhoods and adjacent areas have requested annexation and because they did not adhere to the Town's standards and requirements, and were not annexed into the Town. She expressed appreciation for Town staff and their recommendation and urged Town Council not to rely on self-interested information.

Mr. Matt Allen stated he is a non-resident but represents a local realtors association and short-term rental operators. He has attended the Town's information gathering process on the topic of short-term rentals. He pointed out the independent report by the Land of Sky Regional Council report and its findings. He is in favor of allowing STRs. He suggested the current short-term rentals are addressed with the town's ordinances and he questioned how regulations would address the issues of affordable housing. He expressed interest in a STR citizen task force and middle ground regulation.

Ms. Julie Nelson spoke in-favor of allowing short-term rentals. Ms. Nelson suggested delaying implementation of any STR regulation for 18 months and volunteered to serve on a short-term rental task force that could address problems more directly. Ms. Nelson also cited the Land of Sky Regional Council report and AirDNA rental data and statistics.

Attorney Jackson stated there were written comments submitted to Town Council via email:

Ms. Teresa Schuele was in opposition to the Maple Trace annexation request citing that Amblers Chase roadways were not accepted into the town due to the town's stricter roadway standards.

Mr. GW Weber owner of short-term rentals in Weaverville, was in favor of the current regulations that allow STRs. Mr. Weber listed four positive economic reasons in favor of STRs.

Attorney Jackson added that Mr. Michael Stuart was in attendance and had addressed Town Council personally with his concerns regarding the pickleball courts at the Recreation Complex.

## **8. Discussion & Action Items**

### **A. Short-Term Rental Project**

Attorney Jackson reviewed the history of the short-term rental project wherein she noted this topic was given a high priority by Council in order to study impacts to the town and consider regulation of short-term rentals. She reviewed the phases of gathering public input, the sessions held throughout the year of 2023, and the final report and presentation provided by mediator Kayla DiCristina with Land of Sky Regional Council to the Planning Board and her follow-up with Town Council.

The draft regulations were developed by staff as guided by the Planning Board and include comments and concerns from the Planning Board members with a 3 to 2 majority vote by the Planning Board to adopt the proposed regulations of short-term rentals. Attorney Jackson added there is limited guidance from the state legislatures and limited legal guidance from state law. We have case law based on the authority to zoning. Selective code enforcement is a risk to consider if the town chooses to regulate short-term rentals.

Planning Director Eller noted that departmental problems or issues concerning STRs were very few in number. There have been no problems with the Public Works Department. There was one garbage complaint addressed by code enforcement. Out of 5,000 calls received by the Police Department, only 4 calls were directly related to short-term rentals. Based on this information he noted that STRs do not seem to present a problem in Weaverville. He was also concerned that code enforcement of short-term rentals should not be complaint driven as that may be perceived as selective enforcement.

Attorney Jackson added that we cannot legislate ownership. The Land of Sky Regional Council short-term rental report regarding housing stock and available market demand noted those concerns are speculative and may not be directly tied to affordable housing.

There was further question-and-answer period with Chief Oberlin and Mr. Eller regarding STRs and code enforcement. Eller indicated that Town staff would have to enter into Town residences in order to adequately enforce the regulations. He described the procedure to administer a search warrant by staff if a homeowner does not voluntarily allow an administrative search in the home. Permitting versus registration process and what is allowed based on the City of Wilmington case law was explained by Attorney Jackson. She indicated that she is concerned with complaint driven enforcement which is selective code enforcement. She added that we have no expectations that the state legislature will address this issue this session.

Vice Mayor Chase agreed the topic is not defined in the Land Use plan nor an established use and Council needs more consideration and he agreed with staff's hesitancy to implement these regulations. The Town could delay it until Buncombe County addresses it or Council could revisit this in a year.

Council member Wood requested a Town Council workshop on short-term rentals. Council member Jackson was in favor of delay, whereas Council member Cordell said the workshops were conducted by the Land of Sky Regional Council. Council member McGuire stated that while his personal experience with a neighborhood STR was negative, he agreed to the delay as the regulations set forth do not tailor the topic, since the town has no enforcement capability. Complaint driven code enforcement is arbitrary and open to a lawsuit. He is open to a Council workshop, as a hot button topic, it appears the majority of the citizens wish not to regulate short-term rentals.

Council Member Lawrence was in favor of delay as the topic is difficult to understand with respect to clear code enforcement on the issue.

Mayor Fitzsimmons stated there was general consensus from Town Council to delay action on short-term rental regulation but to put the topic on the August 20, 2024, workshop which is a joint meeting with the Planning Board.

## **B. Maple Trace Subdivision Annexation**

Attorney Jackson provided a summary of the annexation request for Maple Trace Subdivision. She reviewed the timeline, staff report, and negotiations with the HOA representative David King. The package of services provided by the town to the area to be annexed. Town staff, including specifically the Public Works Director, continues to have concerns that the Maple Trace streets do not meet the minimum Town street standards and that the stormwater system has not been assessed. Attorney Jackson noted her concern that the substandard street conditions might set a precedent for other subdivisions if deficiencies to the Town's standards are not met.

The Public Works Department recommended 62 core drillings at specific locations, although only 16 core drillings were performed by the HOA, and 43% of the tests were sub-standard. He is requesting the additional core sample testing at specific locations. Maple Trace HOA engineer suggested that they perform their own repairs that would include spot repairs and a 2" asphalt cap, noted Attorney Jackson.

Public Works Director Pennell pointed out that his engineer's report included the stormwater drainage system evaluation, which includes approximately 5,000-feet of pipe, 75 catch basins, inlets, etc. The HOA claimed it would cost \$25,000 but Mr. Pennell found a quote from a stormwater engineer to perform the scope of the work for stormwater and water lines is less than \$9,000.00. The stormwater system is not yet evaluated nor completed.

Council member Jackson questioned why the HOA's engineer report specifically stated to continue evaluation testing without town oversight.

Mr. Jeff Kniffen, Maple Trace HOA President, stated since the development of the subdivision he has been involved with the engineers and builders and that their roads are built to NCDOT standards. Mr. Kniffen agreed the entryway road is patched with repairs due to high volume travel. He said that he thought all drains were inspected and cleaned. He also said that the stormwater is certified by the County and reports of those approvals were provided to staff.

Attorney Jackson noted that the Buncombe County stormwater permitting was for the stormwater ponds and not for the stormwater drainage piping system within the roadways.

In response to Council member Jackson's question in the report which states repaving will be conducted without Town oversight, Mr. Kniffen stated that the Town can inspect the road when they contract for the repairs and repaving of Water Leaf Drive.

Mr. Pennell explained the future costs to the town to meet the removal and complete replacement of the roadways in Maple Trace subdivision at current prices, the Town's standards, and the State minimum standard requirements. Mr. Pennell added this first Maple Trace road failed within 7 years of installation, and it should have lasted 20 to 25 years. He noted that Town roads can last as long as 30 years.

There was further discussion of the failures at the main entrance, street borings tested and the depth of testing the core samples and repair costs. The HOA did not propose any monetary amount for repairs.

In response to Council member Cordell's question regarding paying for repair costs, Mr. David King, Vice President of the HOA said they hired Mr. Buie, WGLA Engineer to provide the Town with the last report. He added they will hire Mr. Buie's firm WGLA Engineering to manage the Maple Trace contract to assess the roadway testing and measuring. He said they would not pay to have the storm drains inspected as they have field reports from when the basins were being installed. The catch basins are precast concrete and drainpipes are of high density and have a 100-year life. Mr. King disagreed with the Public Works Director's requests, and he asked Council to annex the subdivision into town for unified development up Reems Creek valley to become part of Weaverville.



Council member Jackson asked Director Pennell to explain the discrepancies again and Mr. Pennell reviewed what he requested, and the samples provided by the HOA. The core measurement and samples provided were not sufficient and the cores in the supply of testing proved to be below Town standards. The standards were not met at 43%.

Mr. Pennell said that Buncombe County Inspection Department does not inspect roads nor storm drain piping. Buncombe County inspects the stormwater control measures. So, the ponds are regulated and require inspection once every 3 years. The Town is concerned that the stormwater piping under the roads may fail. He said he is concerned with the piping and the catch basins under the pavement and under curb and gutter. Director Pennell concluded that the Town does not know if this is properly joined together at approximately 70 drainage points, so an inspection tells us if it is built properly in order to prepare the Town for future infrastructure costs.

*Council member Lawrence moved to set public hearings for July 22, 2024, at 6:00 pm on the Maple Trace Subdivision annexation and zoning requests.*

There was further discussion about previous actions by Town Council, including the Resolution adopted by Town Council in July of 2023 which directed the Clerk to investigate and certify the sufficiency of the petition requesting annexation.

*After further discussion and deliberations, Mayor Fitzsimmons called the vote. The motion was restated as setting the public hearings for annexation and zoning for Maple Trace subdivision and was approved with a 6-1 vote, with Mayor Patrick Fitzsimmons, Vice Mayor John Chase and Council members Doug Jackson, Michele Wood, Peter McGuire and Dee Lawrence who voted 'aye', and Catherine Cordell who voted 'nay'.*

### **C. Code Amendments – Chapter 20 – Sign Regulations**

Planning Director Eller said the Planning Board provided Town Council with a positive recommendation on the proposed Code amendments related to sign regulations and noted that the public hearing was held earlier in the meeting.

*Council member McGuire moved to adopt the Ordinance Amending Weaverville Town Code Chapter 20 concerning sign regulations as presented. The motion was approved unanimously. 7-0.*

### **D. Code Amendments – Chapter 16 & 18 – Recreation Complex/Playground**

Attorney Jackson reviewed the proposed Code amendments that would convert the temporary rules that the Recreation Complex has been operating under since February 3, 2024. The proposed Code amendments incorporate the existing temporary rules with some slight modifications to address issues that have arisen recently, and other standing rules within the Lake Louise Park. As proposed, the Town Manager is provided some authority to adopt some specific rules for the use of the sports courts such as specific hours of operation and whether play is first come, first serve. She is also given the latitude to temporarily close the courts for good reason. Code amendments also include a modification of Code Sec. 16-1 to update the list of Town facilities in which firearms are prohibited and to include the Lake Louise Recreation Complex and Lake Louise Playground on that list as allowed by N.C. Gen. Stat. §14-415.23. Attorney Jackson added that this ordinance does not require a public hearing prior to adoption.

*Council member Jackson moved to adopt the Ordinance Amending Weaverville Town Code Chapters 16 & 18 Concerning Parks and Recreation as presented. The motion was approved unanimously. 7-0.*

### **E. Waterline Acceptance – 9 Pleasant Grove Road**

Director Pennell requested acceptance of the waterline located at 9 Pleasant Grove Road. He said the developer corrected all outstanding items, that he has inspected the work and Public Works has deemed the lines sufficient. He requested that Town Council set the 3-year repair guaranty amount at \$5,000.00.

*Council member Cordell moved to accept the waterline extension and related improvements for Pleasant Grove Townhomes into the Town's water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and set the repair guaranty amount at \$5,000.00. The motion was approved unanimously. 7-0.*

### **F. Quarterly Report – Public Works and Water**

Director Pennell provided the Public Works and Water Division quarterly report from March through May. He reviewed the waterline and utility service calls, tipping fees and garbage tonnage and costs. The report included the growth report and Mr. Pennell discussed the radio-read meters problems with lack of availability of replacement parts and new meters even though most units are still within the 10-year warranty period. The company is indicating that a new type of meter will need to be purchased. This is an ongoing project and these costs and/ or a replacement system will be studied by staff to provide a report to Town Council on possible solutions. It may cost approximately \$330,000 to \$1 million dollars to replace the system.

### **10. Adjournment**

*There being no action taken and no further business and without objection, Mayor Fitzsimmons motioned to adjourn the meeting at 8.22 p.m. The motion was approved unanimously. 7-0.*

ATTEST:

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Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** July 22, 2024

**SUBJECT:** Monthly Tax Report, Refunds/Releases, Appointment of Tax Collector

**PRESENTER:** Tax Collector

**ATTACHMENTS:** Monthly Tax Report Summary  
TR-401G Net Collections Report for June  
RMV Refund/Release Report for June

**DESCRIPTION/SUMMARY OF REQUEST:**

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

A summary of the monthly tax report is provided and shows that **99.91% of the Town's property taxes have been collected as of the end of May**. This totals \$4,200,489 out of the \$4,204,333 total tax levy (real property, personal property, and business personal property). At the end of June 2024 there was only \$3,844.06 left to collect of the 2023 property taxes.

The Motor Vehicle Levy Releases/Refunds report for June is attached.

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

June 2024	Property Tax Levy Release/Refund	\$12.53
June 2024	Motor Vehicle Levy Release/Refund	\$61.71

**COUNCIL ACTION REQUESTED:**

The monthly report is provided for information only.

Town Council action to 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 June 2024:**

Original Billed Amts	\$	4,196,765
Abs Adj (Adjustments by Assessor)	\$	(2,949)
Bill Releases	\$	(60)
Discovery Levy	\$	8,428
Additional Levy	\$	2,149
Net Levy	\$	4,204,333
<b>Total Current Year Collections</b>	<b>\$</b>	<b>4,200,489</b>
<b>% Collected</b>		<b>99.91%</b>
<b>Total Left to be Collected:</b>	<b>\$</b>	<b>3,844</b>
Prior Years Tax Paid	\$	-
Prior Years Interest Paid	\$	5,088

Report Parameters:

Date Sent to Finance Start: **Min - June 1, 2024**

Date Sent to Finance End: **Max - June 30, 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 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 June 30, 2024								Activity from June 1, 2024 to June 30, 2024			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levv (\$)	Collection Fee Amt (\$)	% Coll.	% Uncoll.			Assessor Refunds (\$)	Additional Levv (\$)
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest</b>											
2023	0.00	0.00	0.00	0.00	0.00	6,452.42	0.00	175.83	0.00	0.00	0.00
		0.00	6,452.42	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	4,861.85	0.00	0.00	0.00	0.00	0.00
		0.00	4,861.85	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	5,050.81	0.00	0.00	0.00	0.00	0.00
		0.00	5,050.81	0.00	0.00	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	11,904.51	0.00	0.00	0.00	0.00	0.00
		0.00	11,904.51	0.00	0.00	NA	NA			0.00	0.00
2019	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	5,056.63	0.00	0.00	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00
		0.00	316.01	0.00	0.00	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00
		0.00	39.57	0.00	0.00	NA	NA			0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00

		0.00	64.92	0.00	0.00	NA	NA			0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00
		0.00	100.08	0.00	0.00	NA	NA			0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	47.72	0.00	0.00	0.00	0.00	0.00
		0.00	47.72	0.00	0.00	NA	NA			0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00
		0.00	1,020.36	0.00	0.00	NA	NA			0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00
		0.00	730.74	0.00	0.00	NA	NA			0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00
		0.00	12.59	0.00	0.00	NA	NA			0.00	0.00
<b>Sub.</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>35,658.21</b>	<b>0.00</b>	<b>175.83</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>35,658.21</b>	<b>0.00</b>	<b>0.00</b>	<b>NA</b>	<b>NA</b>			<b>0.00</b>	<b>0.00</b>

**TAX DISTRICT: WEAVERVILLE      LEVY TYPE: LATE LIST PENALTY**

2024	0.00	0.00	0.00	181.03	181.03	47.12	133.91	25.87	0.00	0.00	0.00
		0.00	47.12	0.00	0.00	26.03 %	73.97 %			0.00	0.00
2023	9,154.90	55.02	0.36	36.73	9,216.60	9,130.76	85.84	0.00	0.00	0.00	0.00
		0.00	9,130.76	80.35	0.00	99.07 %	0.93 %			0.00	0.00
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,267.17	16.36	0.00	0.00	0.00	0.00
		0.00	3,267.17	0.00	0.00	99.50 %	0.50 %			0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,392.09	21.83	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
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	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00
<b>Sub.</b>	<b>14,243.02</b>	<b>603.87</b>	<b>2.66</b>	<b>10,194.01</b>	<b>24,142.67</b>	<b>23,869.63</b>	<b>273.04</b>	<b>25.87</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>23,869.63</b>	<b>312.17</b>	<b>0.00</b>	<b>98.87 %</b>	<b>1.13 %</b>			<b>0.00</b>	<b>0.00</b>

**TAX DISTRICT: WEAVERVILLE      LEVY TYPE: TAX**

2024	0.00	0.00	16.48	3,216.33	3,199.85	214.59	2,985.26	161.47	0.00	12.53	1,378.28
		0.00	214.59	0.00	0.00	6.71 %	93.29 %			0.00	0.00
<b>2023</b>	<b>4,196,765.41</b>	<b>2,948.95</b>	<b>60.11</b>	<b>8,428.28</b>	<b>4,204,333.49</b>	<b>4,200,489.43</b>	<b>3,844.06</b>	<b>1,912.41</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>4,200,489.43</b>	<b>2,148.86</b>	<b>0.00</b>	<b>99.91 %</b>	<b>0.09 %</b>			<b>0.00</b>	<b>0.00</b>
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,028.72	1,481.26	0.00	0.00	0.00	0.00
		735.06	3,989,763.78	0.00	0.00	99.96 %	0.04 %			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	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
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,372,014.52	1,026.67	0.00	0.00	0.00	0.00

		2,156.28	3,374,170.80	2,726.76	0.00	99.97 %	0.03 %			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	71,719.36	0.00	0.00	100 %	0 %			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	66,539.41	0.00	0.00	100 %	0 %			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	82.56	0.00	0.00	100 %	0 %			0.00	0.00
<b>Sub.</b>	<b>15,396,249.14</b>	<b>17,244.50</b>	<b>3,349.41</b>	<b>54,367.86</b>	<b>15,437,833.55</b>	<b>15,425,445.91</b>	<b>12,387.64</b>	<b>2,073.88</b>	<b>0.00</b>	<b>12.53</b>	<b>1,378.28</b>
		<b>3,617.91</b>	<b>15,429,063.82</b>	<b>7,810.46</b>	<b>0.00</b>	<b>99.92 %</b>	<b>0.08 %</b>			<b>0.00</b>	<b>0.00</b>
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX</b>											
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	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	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	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	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	0.00
2014	2,126.15	0.00	6.29	0.00	2,119.86	72.85	2,047.01	0.00	0.00	0.00	0.00
		0.00	72.85	0.00	0.00	3.44 %	96.56 %			0.00	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	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	0.00
<b>Sub.</b>	<b>56,171.30</b>	<b>0.00</b>	<b>891.76</b>	<b>0.00</b>	<b>55,279.54</b>	<b>46,091.51</b>	<b>9,188.03</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>46,091.51</b>	<b>0.00</b>	<b>0.00</b>	<b>83.38 %</b>	<b>16.62 %</b>			<b>0.00</b>	<b>0.00</b>
<b>Total</b>	<b>15,466,663.46</b>	<b>17,848.37</b>	<b>4,243.83</b>	<b>64,561.87</b>	<b>15,517,255.76</b>	<b>15,531,065.26</b>	<b>21,848.71</b>	<b>2,275.58</b>	<b>0.00</b>	<b>12.53</b>	<b>1,378.28</b>
		<b>3,617.91</b>	<b>15,534,683.17</b>	<b>8,122.63</b>	<b>0.00</b>	<b>99.86 %</b>	<b>0.14 %</b>			<b>0.00</b>	<b>0.00</b>

Signature (Tax Collector) \_\_\_\_\_

Jun-24

District Type	Net Change
COUNTY	(\$3,541.79)
CITY	(\$1,183.64)
CITY	(\$6.58)
CITY	(\$178.69)
FIRE	(\$85.95)
FIRE	(\$59.57)
FIRE	(\$2.17)
FIRE	(\$14.34)
FIRE	(\$26.39)
FIRE	(\$35.67)
FIRE	(\$24.13)
FIRE	(\$40.40)
FIRE	(\$11.83)
FIRE	(\$6.31)
FIRE	(\$96.07)
FIRE	(\$6.75)
FIRE	(\$109.90)
SPECIAL	(\$174.53)
	<b>(\$5,604.71)</b>

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$10,308.02)
CAS	CITY	(\$4,579.08)
CBF	CITY	(\$45.80)
CBM	CITY	(\$194.65)
CWV	CITY	(\$61.71)
CWO	CITY	(\$20.93)
FBA	FIRE	(\$34.97)
FEB	FIRE	(\$5.46)
FEC	FIRE	(\$147.54)
FFA	FIRE	(\$133.62)
FFB	FIRE	(\$5.21)
FJU	FIRE	(\$17.22)
FLE	FIRE	(\$10.96)
FNB	FIRE	(\$81.32)
FRC	FIRE	(\$53.91)
FRE	FIRE	(\$13.00)
FRI	FIRE	(\$33.84)
FSK	FIRE	(\$160.12)
FSW	FIRE	(\$12.33)
FUH	FIRE	(\$27.01)
FWB	FIRE	(\$186.81)
FWO	FIRE	(\$6.72)
SAS	SPECIAL	(\$848.21)
<b>Total</b>		<b>(\$16,988.44)</b>



**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** July 22, 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 months of April – May 2024 the Town received **\$10,912.70** for Alcohol Education and **\$7,794.78** 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	\$10,912.70
010-430-431-26450	Police – ABC Law Enforcement	\$7,794.78

**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	\$10,912.70
010-004-300-06050	ABC Store – Police Dept Revenue	\$7,794.78

**Justification:** Please provide a brief justification for this budget amendment. *ABC Store Distribution for April - May 2024.*

_____	_____
<b>Authorized by Finance Officer</b>	<b>Date</b>
_____	_____
<b>Authorized by Town Manager</b>	<b>Date</b>
_____	_____
<b>Authorized by Town Council (if applicable)</b>	<b>Date</b>

Budget Ordinance Section 7:

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

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** July 22, 2024  
**Subject:** Budget Amendment – Community Center Recreation Complex  
**Presenter:** Town Finance Director  
**Attachments:** Budget Amendment Form

**Description:**

The Community Center fundraising program kicked off in February 2021, in order to raise money from the community to help complete the project. During April – June 2024 the Town collected an additional **\$1,471.02** in donations. The total collected to date now stands at \$47,970.28. These latest funds are being assigned to Fixtures & Equipment for the Recreation Complex phase of the project.

A budget amendment is needed so that the funds can be spent on the Recreation Complex at the Community Center.

**Action Requested:**

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

**Budget Amendment FY 2023-2024**

**Town of Weaverville**

**What expense accounts are to be increased?**

<b>Account</b>	<b>Account Description</b>	<b>Transfer Amount</b>
<b>070-300-000-19003</b>	<b>Fixtures &amp; Equipment</b>	<b>\$1,471.02</b>

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

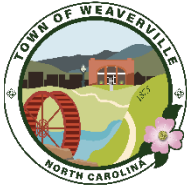
<b>Account</b>	<b>Account Description</b>	<b>Transfer Amount</b>
<b>070-000-300-60020</b>	<b>Community Center - Contributions</b>	<b>\$1,471.02</b>

**Justification: Please provide a brief justification for this budget amendment.** *To record donations received from the public in April - June 2024 for the Community Center.*

_____	_____
<b>Authorized by Finance Officer</b>	<b>Date</b>
_____	_____
<b>Authorized by Town Manager</b>	<b>Date</b>
_____	_____
<b>Authorized by Town Council (if applicable)</b>	<b>Date</b>

*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.*



## Acting Town Manager's Report, Chief Scottie Harris

July 2024

*Town Council Project and Business Updates:*

### 1) 4<sup>th</sup> of July Celebration Event:



Main Street Weaverville

- ❖ Great turn out for the 4th! Next year we will hope that Mother nature turns the heat down just a touch. Staff has begun conducting AAR (After-Action Reviews) and is scheduling on-going in-depth departmental review plans of the event.

### 2) WBA Meetings

- ❖ Recent meeting with WBA leadership and town staff for follow up regarding Music on Main. The consensus was that there were lessons learned for all parties which resulted in open dialog and collaboration between the WBA and Town staff as we look to continue the partnership and growing events
- ❖ Had a meeting on Thursday the 18<sup>th</sup> with the WBA to talk about Florida Avenue, including lighting options in that area

### 3) Social Districts

- ❖ A new vision was tried with the WBA's Music on Main event and proved successful. Some challenges, and therefore opportunities, were presented. It is in these opportunities we felt that the teamwork and discussion of the AAR that we learned ways to foster a culture of improving the experience for events that will encompass a Social District while allowing our community to be part of the vibrant atmosphere of downtown Weaverville

### 4) Meetings with Business Owners

- ❖ I have been walking the downtown business district and stopping in to speak with shop owners for engagement and getting good feedback for collaboration. One option I would like to explore is working with the TDA for tourism dollars for constructing a public restroom downtown

### 5) Eller Cove Watershed Trail System Update

- ❖ The Town has been working with Elevated Trail Design on this project. The Passive Lands Subcommittee, Buncombe County staff and our staff had a site visit which occurred on July 18<sup>th</sup> which, in turn, means we are still in the running to receive some funding for the project

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** July 22, 2024  
**SUBJECT:** Maple Trace Annexation and Related Matters  
**PRESENTER:** Town Attorney and Mayor Fitzsimmons  
**ATTACHMENTS:** None

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town Attorney has been advised by the Buncombe County Board of Elections that there is a blackout period on annexations from August 1 through the upcoming national election to be held on November 5. This will affect the timing of action on the Maple Trace Subdivision annexation petition, but gives a few months for Town Council, Town staff, and the Maple Trace HOA to figure out a good path forward.

Some of the actions that could be taken during these few months include the following:

- Maple Trace HOA petition to NCDOT for acceptance of their streets into the State’s secondary road system. In an attempt to honor the two goals of the Maple Trace HOA (annexation into the Town and public street acceptance), Town staff recommends that the HOA submit a petition to NCDOT. Town Council could formally and informally support those efforts.
- Town Council discussion and implementation of policies providing guidelines and parameters on the acceptance of existing subdivision streets related to annexations. Town Council has already designated its September 17 workshop for this discussion.
- Assessment of the stormwater system. Town staff continues to support the need for an assessment of the stormwater drainage system located under and within the subdivision streets and will undertake or support these efforts through a contract with the engineering firm of Mattern & Craig if Maple Trace HOA will pay the \$9,000 cost for this work to be done. The Town cannot pay for this testing but is willing to support those efforts by providing some manpower and resources anticipated to be needed by Mattern & Craig.

Town staff will be in attendance at tonight’s meeting to answer questions on this matter and hopes that next steps can be outlined by Town Council.

**ACTION REQUESTED:**

Council discussion and direction on this matter.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** July 22, 2024  
**SUBJECT:** MSD Update  
**PRESENTER:** Doug Dearth, MSD Representative  
**ATTACHMENTS:** Notes

**DESCRIPTION/SUMMARY OF REQUEST:**

Doug Dearth serves as the Town's representative on the Board of the Metropolitan Sewerage District of Buncombe County (MSD) and will be at tonight's meeting to provide Town Council with an update related to MSD. He will also be available to answer Town Council's questions concerning matters related to MSD and his service on that Board.

**COUNCIL ACTION REQUESTED:**

No action requested or required.



## MSD TOWN COUNCIL BRIEF – 22 JULY 2024

### 1. Background:

Est'd 1960s – Combined municipal systems & many private systems

Service areas: large parts of Buncombe Co & parts of N. Henderson Co.

Board Members: 14 Jerry VeHaun – Chair Billy Clarke – Atty

Buncombe County – 3

Asheville – 3

Woodfin – 2 (incl. Water/Sewer District & Town)

Weaverville – 1

Black Mtn – 1

Montreat – 1

Biltmore Forest – 1

Henderson Co. – 2

Standing Committees:

Planning \*

Personnel \*

Finance

Capital Improvement Program

Right-of-Way

### 2. 2024-2025 FY Budget: \$ 69.3M (up from \$ 56.86M)

O&M: \$ 21.8M

C-I-P: \$37.5M (WVL Pumping Sta. + 2 major plant upgrades)

Capital Equipment Replacement: \$1.3M

Debt Service: \$ 8.4M

Current FY:

COLA: 3.7% (w/ wage adjustment for lower grades to \$ 22.10/hr.)

0% chg in self-insured medical plan

5.85% increase: required NC retirement Plan

Above impact: \$ 806,000

### 3. Current Full-Time Staff: 153 a/o 1 July (one over prior year)

Average years of service: 11

Average Age: 45

Turnover Rate: 3.3%

10-year Avg Turnover: 4.5%

4. Weaverville Pumping Station – Update: (May mtg Minutes – pp. 9-14)

1980s Era Construction + 2 upgrades since

Design Production Capacity: 2.8 MGD

Current Demand: 3.1 MGD (w/allocations)

DEQ required upgrade or replacement: 5-6 MGD

New Station Design: 50-year flow projections

Project Award: \$20.9 M

Total Cost Projected: \$24 M +

Right-of-Way acquisition & design in progress

On-line projection:

Site mobilization starts soon. ( Haren Construction: Specialize in Water/Waste Water Treatment)

Construction begins late-Sept/early Oct.

Contract completion due July 2026.

**TOWN OF WEAVERVILLE**

**TOWN COUNCIL AGENDA ITEM**

**DATE OF MEETING:** July 22, 2024  
**SUBJECT:** Water Commitment – Northridge Farms Project – Request to Modify Condition  
**PRESENTER:** Public Works Director Pennell  
**ATTACHMENTS:** Water Commitment Letter dtd 1/4/2024

**DESCRIPTION/SUMMARY OF REQUEST:**

Town Council approved the water commitment for the Northridge Farms Project on 18 December 2023, with the approval letter being issued on 4 January 2024, see attached. The commitment contains a condition that two connections to the Town’s water system be provided: one at the end of Northridge Commons Parkway and one in Gill Branch Road near Monticello Road.

As discussed with Town Council in March, the developer of the Northridge Farms Project has requested that the condition requiring the Gill Branch Road connection be eliminated.

The Public Works Director, the Fire Marshal, and the developer have agreed to an acceptable alternative that would provide an additional waterline down Northridge Commons Parkway running parallel to the existing line. This alternate achieves the second source of water that the Public Works Director and Fire Marshal have deemed important for public safety within this dense residential development.

If agreeable to Town Council, staff suggests that the following language replace the current provision within paragraph 1:

1. To safely provide domestic water and fire suppression to the project, your plans must include an additional waterline within Northridge Commons Parkway running parallel to the existing line and appropriate connections.

Town staff recommends this change and will be available at tonight’s meeting to answer any questions that Town Council might have regarding this matter.

**ACTION REQUESTED:**

Town Council action to approve the modification of the water commitment is requested.

The Town of  
**Weaverville**  
NORTH CAROLINA

January 4, 2024

Liam Cahill  
Brooks Engineering Associates.PA  
Via email to: [lcahill@brooksea.com](mailto:lcahill@brooksea.com)

Re: Water Commitment for Northridge Farms  
56 Gill Branch Road

Dear Mr. Cahill:

On December 18, 2023, the Town of Weaverville approved the water commitment/extension request that was submitted by you for the Northridge Farms development on the following parcels: 9732-78-9228, 9732-77-7382, 9732-76-5731, 9732-76-5475, 9732-76-2936, and 9732-66-5806. Your request indicated that a proposed development on the property listed above would consist of a total of 568 residential units in a combination of duplexes, apartment buildings, townhouses, and single-family lots as stated on your application. You requested domestic water service for those units totaling approximately 227,200 GPD and total peak demand of 1689 GPM. Based on our review it was determined that our water system has adequate capacity to serve this connection over the approximate timeline as described in an email from Bo Carpenter to Jennifer Jackson dated 16 November 2023.

Your commitment request was approved at a Town Council meeting subject to certain conditions listed herein. The following represents the conditions that must be met in order for the Town to provide water to your project:

1. To safely provide domestic water and fire suppression to the project, your plans must include connections to the Town's water system at the existing Town waterlines located at the following: (1) towards the end of Northridge Commons Parkway and (2) in Gill Branch Road near Monticello Road. This will create a looped system so that vulnerabilities and inconveniences due to water outages are avoided.
2. Please coordinate with Weaverville Public Works Director Dale Pennell on the detailed plans, materials, and installation of this water service.
3. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff.
4. This water commitment is valid only for the project described in this letter.

30 South Main Street • Weaverville, NC 28787 (PO Box 338)

(828) 645-7116 • Fax (828) 645-4776

[www.weavervillenc.org](http://www.weavervillenc.org)


5. Unless otherwise extended by a renewal approved by Town Council, this commitment shall automatically expire one year from the date of this letter if the installation of the water system improvements has not begun within that one-year time frame. I anticipate that you will need an extension of this commitment and your project will be eligible for such for another year (or two) but that must be approved by Town Council upon your request and payment of an application fee and additional commitment fees as set out in the fee schedule that is effective at the time of the extension request.
6. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
7. This water commitment cannot be used to secure a building permit. To be eligible for a building permit your water tap(s) for the project must be installed.
8. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer, which we understand will be performed by your contractor.

You have paid the non-refundable application fee of \$100.

A commitment fee of \$10,020 has been calculated based on inside rates for the following: (1) 272 individual meters [ $\frac{5}{8}$ " or  $\frac{3}{4}$ "] at \$35 per meter; and (2) 1 apartment master meter [4"] at \$500 per meter. If the meter count and sizing are incorrect, please contact Dale Pennell to discuss and we will revise the invoice. Otherwise, these commitment fees are now due and payable (invoice attached) and must be paid within 60 days of the date of this letter to keep this commitment letter active. Failure to pay this fee by that date will result in a staff recommendation to Town Council requesting them to void the approval.

Additional fees will be required to activate **each account** based on the Town's Fee Schedule applicable at the time of activation. Those fees currently include the following: account establishment service charges, water system account deposits, and water system development fees. For information purposes only, I am attaching the FY2024 Fee Schedule, which is subject to change on an annual basis.

Sincerely,



Selena D. Coffey, MPA/ICMA-CM  
Town Manager

cc: Dale Pennell, Public Works Director  
Bo Carpenter

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** July 22, 2024  
**SUBJECT:** Lead Service Line Find and Replace Project  
**PRESENTER:** Public Works Director  
**ATTACHMENTS:** EPA Fact Sheet  
Proposed Resolution  
Proposed Agreement with WithersRavenel

**DESCRIPTION/SUMMARY OF REQUEST:**

The U.S. Environmental Protection Agency (EPA) has determined that there is no safe level of lead exposure and continues to strengthen actions to protect communities from lead in drinking water. For full compliance with EPA rules and regulations the Town must undertake a project to inventory and classify all service lines connected to its water system so that service lines containing lead or affected by lead service lines can be identified for replacement. This project includes a study, planning, and construction related to the replacement of hazardous service lines.

Staff has been working with WithersRavenel on this matter and intends to request State loan and/or grant assistance for the Project. The proposed agreement with WithersRavenel is for \$7,500.00 which, if approved, will not require a budget amendment.

This project will not progress without further Town Council action once the outcome of the grant application is known.

An EPA Fact Sheet is attached to provide some general information on developing and maintaining a service line inventory.

**COUNCIL ACTION REQUESTED:**

Town Council is asked to adopt the attached resolution to authorize staff to submit the loan and/or grant application and to approve the professional services agreement with WithersRavenel on this Project.

**RESOLUTION CONCERNING THE  
LEAD SERVICE LINE FIND AND REPLACE PROJECT  
IN THE TOWN OF WEAVERVILLE**

**WHEREAS**, the U.S. Environmental Protection Agency (EPA) has determined that there is no safe level of lead exposure and continues to strengthen actions to protect communities from lead in drinking water;

**WHEREAS**, for full compliance with EPA rules and regulations the Town must undertake a project to inventory and classify all service lines connected to its water system so that service lines containing lead or affected by lead service lines can be identified for replacement;

**WHEREAS**, said project includes conducting a study, planning, and construction and is identified as the Weaverville Lead Service Line Find and Replace Project; and

**WHEREAS**, the Town of Weaverville intends to request loan and/or grant assistance for the Project;

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

- (1) That the Town Manager, and successors so titled, is the Authorized Representative of the Town of Weaverville and is hereby authorized to execute and file an application on behalf of the Town of Weaverville (the "Applicant") with the State of North Carolina for a loan and/or grant to aid in the study, planning, and/or construction of the Project as described above;
- (2) That the Authorized Representative is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application;
- (3) If a State loan and/or grant is awarded to the Town of Weaverville and Town Council elects to accept such loan and/or grant, that the Town of Weaverville will arrange financing for all remaining costs of the Project;
- (4) That the Weaverville Town Council agrees to include in any loan agreement entered into on this Project a provision authorizing the State Treasurer, upon failure of the Town of Weaverville to make a scheduled repayment of the loan, to withhold from the Town of Weaverville any State funds that would otherwise be distributed to the Town in an amount sufficient to pay all sums then due and payable to the State as repayment of the loan;
- (5) That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the Project and to the Federal and State grants and loans pertaining thereto.

**THIS** the \_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF WEAVERVILLE**

By: \_\_\_\_\_  
Patrick Fitzsimmons, Mayor

**ATTESTED BY:**

\_\_\_\_\_  
Tamara Mercer, Town Clerk



There is no safe level of lead exposure. EPA will continue to strengthen actions to protect communities from lead in drinking water. This guidance alongside regulatory improvements, infrastructure investments like the \$15 billion provided by the Bipartisan Infrastructure Law for identifying and replacing lead service lines (LSLs), and other actions, are significant steps towards replacing 100% of LSLs across the country.

Service line inventories are the foundation from which water systems can take action to address LSLs. Establishing an inventory of service line materials and identifying the location of LSLs are key steps in getting them replaced. A comprehensive and accurate inventory allows you to publicly track progress on LSL identification and replacement, engaging the community and enhancing transparency. In addition, a comprehensive and accurate inventory can help all systems by supporting asset management programs and customer communications.

## WHO CAN BENEFIT FROM THIS FACT SHEET

All community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) must submit an initial inventory to their state or primacy agency by **October 16, 2024**. If you are a CWS or NTNCWS, this fact sheet can help you understand your requirements and prepare your inventory.

## WHAT INFORMATION DOES IT CONTAIN?

This fact sheet provides an overview of EPA's requirements for developing an initial inventory. It also contains a summary of EPA recommendations. For more details, refer to the full guidance for developing and maintaining a service line inventory, available online here: <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

## HOW IS THIS FACT SHEET ORGANIZED?



### SECTION 1

Required inventory elements and definitions



### SECTION 2

Inventory planning



### SECTION 3

Records review



### SECTION 4

Service line investigations



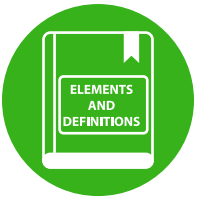
### SECTION 5

Sharing inventory information with the public



### SECTION 6

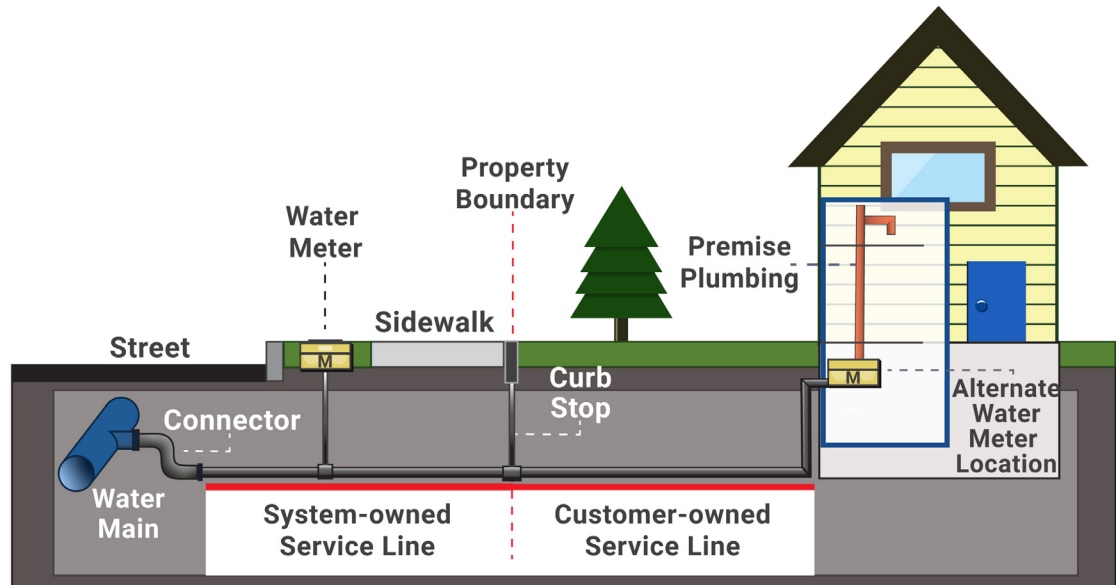
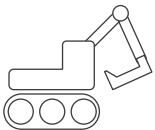
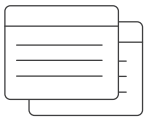
Information for systems with only non-lead service lines



## SECTION 1

### REQUIRED INVENTORY ELEMENTS AND DEFINITIONS

Your inventory **must** include all service lines, regardless of the actual or intended use. You must classify the system- and customer-owned portions separately where ownership is split (see example pictured).



You must classify service lines using one of the four definitions below.

**Lead:** A portion of the pipe that is made of lead, which connects the water main to the building inlet.

**Galvanized Requiring Replacement (GRR):** A galvanized service line that is or ever was downstream of an LSL or is currently downstream of an unknown service line.

**Non-Lead:** The service line is determined not to be lead or GRR through an evidence-based record, method, or technique.

**Unknown:** The service line material is not known to be a lead, GRR, or non-lead, such as where there is no documented evidence supporting material classification.

EPA recommends you track additional information in your inventory, such as pipe diameter and installation date, source of material information, actual material of non-lead lines, and other lead sources (*e.g.*, lead goosenecks and solder).

## SECTION 2

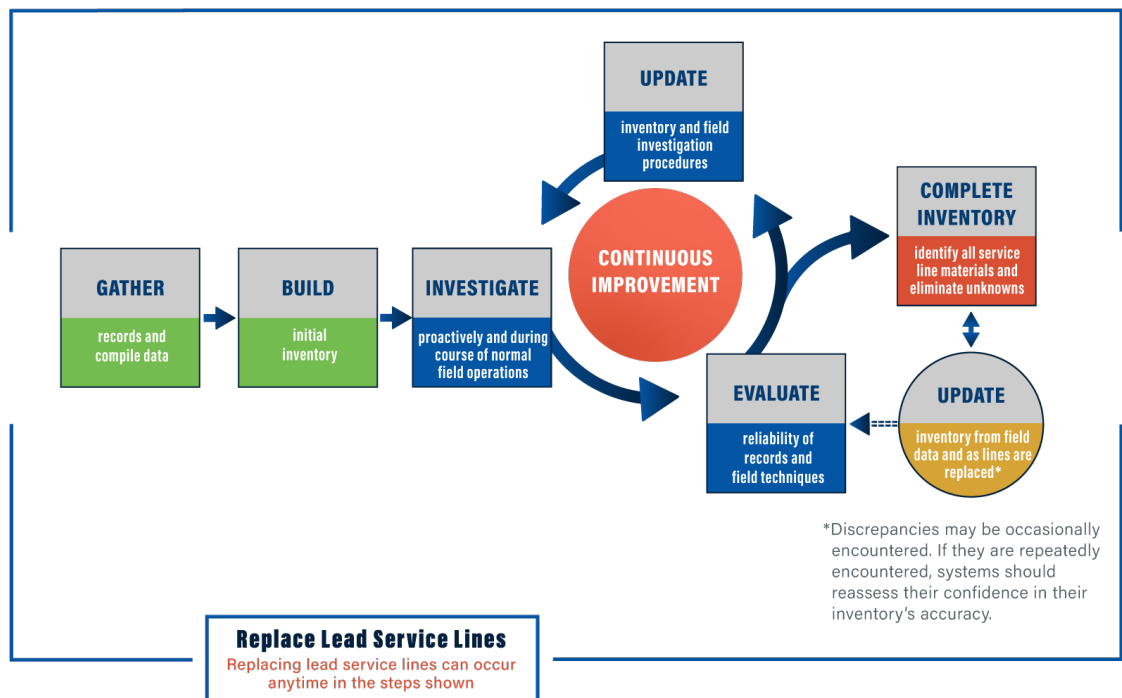
### INVENTORY PLANNING

EPA recommends you begin your inventory development process with the following steps:

- Identify staff and resources.
- Select an inventory format.
- Develop procedures for collecting service line information.
- Develop partnerships.

EPA developed a spreadsheet template that you can use and/or customize for your inventory, available online here <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>. You should choose an inventory format that is easily updated and conforms with any state or primacy agency requirements.

EPA recommends considering the inventory a **living data set** that is continuously improved over time as materials are investigated and LSLs are replaced. See the figure below for a schematic of the inventory lifecycle. As shown, EPA recommends systems to begin lead service line replacement (LSLR) as soon as possible, regardless of the state of inventory development.



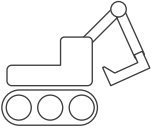
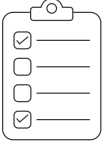
## SECTION 3

### RECORDS REVIEW

You **must** review the following to prepare your initial inventory:

- Previous materials evaluation. Specifically, you must review the materials evaluation you performed to identify lead and galvanized iron or steel under the original Lead and Copper Rule.
- All construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system.
- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
- All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
- Any resource, information, or investigation method provided by or required by the state or primacy agency to develop your initial inventory.

**Records reviewed previously need not be reviewed again.**



**LSIs identified**

73481	645 E. Moler St.	SERVICE RECORD		
LOT NO 230		KIND OF ACCOUNT		
DATE SOLD 7-15-41				
SIZE OF MAIN 6	18" E of E L.L. of 18 <sup>th</sup> St.			
SIZE OF STOP 3/4				
SIZE OF SERVICE 3/4	11" N of S L.L. of Moler St.			
SIZE OF PIPE 3/4				
LENGTH OF PIPE 22 ft. Lead.				
RE-ISSUED				
LOCATION OF WATER	North Wall			
NAME	NUMBER	SIZE	DATE SET	REMARKS
Theobald	5/8	3/4	9/12/10	Ream - 1-3-12
Beck	2024 94	5/8	11-3-72	

3844	101 East 1 <sup>st</sup> Ave.	Size of Ferrule	
		Date Sold	
		Lot No	
	114 Ft 26 of - L.L. of Summit St.		
	12 Ft N of S L.L. of 1 <sup>st</sup> Ave.		
Remarks			
Main Size 6"	Stop Size 3/4"	Pipe Length 26	Kind Lead
Date Renewed 9/14/14		Reissued	

Excerpt from Exhibit 4-4 of the full inventory guidance

## SECTION 4

### SERVICE LINE INVESTIGATIONS

You can use investigative methods to classify service line materials as long as the methods are approved by the state or primacy agency. These methods could also be used to verify water system records. Investigative methods described in the full guidance include visual inspection by the customer and/or system personnel, water quality sampling, excavation, and predictive modeling.

The full guidance provides information on each method and possible approaches for prioritizing investigations, such as:

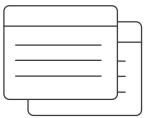
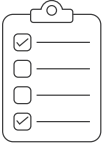
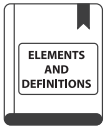
- Consider vulnerable or environmental justice populations.
- Target areas with the most unknowns.
- Target service lines that are most likely lead, especially in tandem with LSLR.
- Target areas where LSLR is occurring.



**PROTECT YOUR TAP**  
*a quick check for lead*

EPA developed the Protect Your Tap online step-by-step guide to help customers identify LSLs in their home, available online.

<https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead-0>



Excerpt from page 5-13 of the full inventory guidance

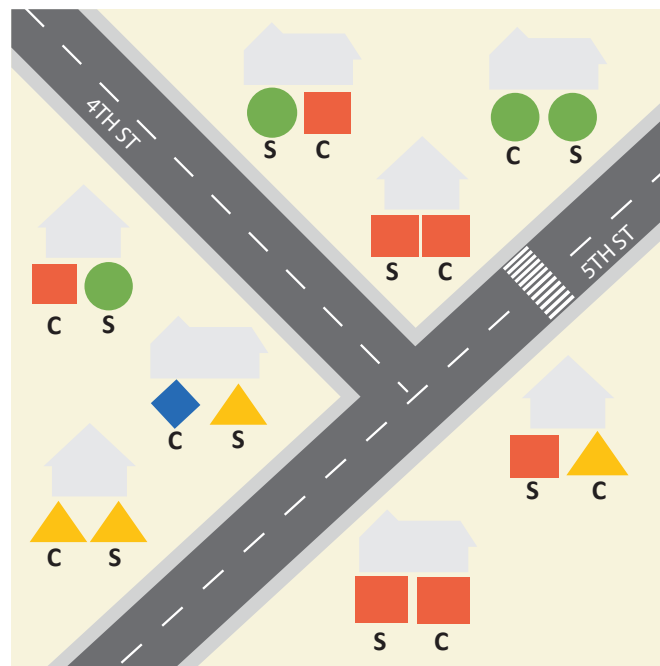
## SECTION 5

### SHARING INVENTORY INFORMATION WITH THE PUBLIC

At a minimum, you **must** make publicly available a location identifier (e.g., street address, intersection, or landmark) for each LSL and GRR service line. EPA recommends that you:

- Provide a location identifier for every service line.
- Consider using a street address as the location identifier.
- Include information on steps that consumers served by LSLs can take to reduce exposure to lead.

If you serve more than 50,000 people, you must provide your inventory online. Many water systems have developed simple or web-based maps to present their service line inventory, share information with the public, and inform their LSLR program.



#### LEGEND

C = Customer-owned  
S = System-owned

Lead      GRR  
Non-Lead      Unknown

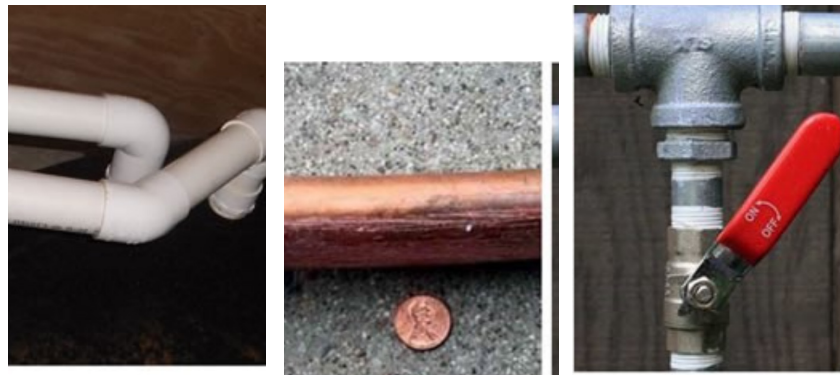
If you have lead, GRR, or unknown services lines, you must provide notification to persons served by these lines within 30 days after completing the initial inventory. If you are a CWS, you must also include instructions on how to access the inventory in your Consumer Confidence Report.

## SECTION 6

### INFORMATION FOR SYSTEMS WITH ONLY NON-LEAD SERVICE LINES

This section is for systems that can demonstrate through evidence-based records, methods, or techniques that all service lines are non-lead, including both the system- and customer-owned portions.

#### Examples of Non-Lead Materials



Plastic

Copper

Galvanized pipe\*

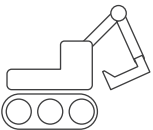
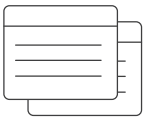
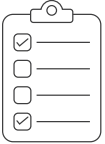
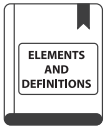
\*Only if the galvanized pipe was determined to have never been downstream of an LSL

#### DO I STILL NEED TO SUBMIT MY INITIAL INVENTORY IF ALL SERVICE LINES ARE NON-LEAD?

Yes, all CWSs and NTNCWSs must submit an initial inventory to their state or primacy agency by **October 16, 2024**.

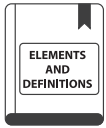
#### WHAT ARE MY REQUIREMENTS FOR DEVELOPING THE INITIAL INVENTORY?

The requirements for developing an initial inventory are the same for systems with all non-lead service lines as they are for those with LSLs, GRRs, and/or unknowns. Under the LCRR, you must review previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records, and state or primacy agency specified information.





## SECTION 6



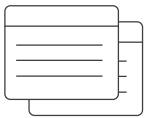
### INFORMATION FOR SYSTEMS WITH ONLY NON-LEAD SERVICE LINES (CONTD.)

#### DO I NEED TO MAKE MY INVENTORY PUBLICLY AVAILABLE?

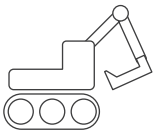


You have the option of (1) making the inventory publicly available, or (2) providing a written statement that your system has no LSLs, GRRs, or lead status unknown service lines, and a general description of methods used to make the determination.

#### WHAT IF I DISCOVER AN LSL OR GRR AFTER I SUBMIT MY INITIAL INVENTORY?



Even when all service lines have been classified as non-lead, EPA recognizes that a lead or GRR service line may subsequently be found. If this happens, you must:



- Notify your state within 30 days, and
- Prepare an updated inventory on a schedule established by your state.

Although not required, EPA recommends that you replace the lead or GRR service line as soon as possible and investigate when it was installed and who installed it. You should consider whether or not the discovery was an isolated event or a potential indicator of additional lead or GRR service lines in your system. If the latter, EPA recommends that you work with your state or privacy agency to determine which service lines should be reclassified as unknown and develop a plan for field investigations.



## ADDITIONAL RESOURCES

For a copy of the full guidance, spreadsheet template, other fact sheets, and a link to EPA's inventory webinar, visit <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

Looking for ways to fund the development of your inventory? See EPA's LSLR funding page at <https://www.epa.gov/ground-water-and-drinking-water/funding-lead-service-line-replacement>





July 17, 2024

Dale Pennell, Public Works Director  
Town of Weaverville  
15 Quarry Road  
Weaverville, NC 28787

**RE: Agreement for Professional Services  
Weaverville Spring 24 BIL Lead Service Line Application  
Weaverville, North Carolina  
WR Project No. 24-0054-A**

Dear Mr. Pennell,

WithersRavenel is pleased to provide this Agreement for Professional Services. We look forward to working with you on this project. If you have any questions or concerns about this agreement, please do not hesitate to call me at the number listed below.

Sincerely,  
WithersRavenel



Amanda Whitaker  
Director, Funding Services, Funding and Asset Management

awhitaker@withersravenel.com  
Ph. 336.605.3009 | Mobile. 336.250.7778

Attachment:  
Agreement for Professional Services

# **Town of Weaverville Weaverville, North Carolina Agreement for Professional Services**

## **A. Project Description**

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Weaverville and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project located in Weaverville, North Carolina.

Listed below is a summary of the key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. Town of Weaverville shall be known as the "Client" or "Town".
2. WithersRavenel shall be known as the "Consultant".
3. The property and overall project shall be known as the "Project".
4. North Carolina Department of Environmental Quality shall be known as "NCDEQ".
5. Division of Water Infrastructure shall be known as "DWI".
6. The executed agreement shall be known as the "Agreement".

The Client wishes to pursue funding assistance from NCDEQ's DWI through the BIL Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement Funds and would like assistance with completing the application for the September 2024 funding cycle (Project). The primary objective of the Project is to obtain funding for finding and replacing service lines as discovered.

## **B. Timeline for Services**

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Services will complete upon Consultant's submission of the proposed application to the North Carolina Division of Water Infrastructure by the September 30, 2024 application deadline, and delivery of a copy of the application to the Client.

## C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

### Task 1 - Application Preparation, Submittal, and Support

- A. Assemble all materials necessary for the application as outlined in DWI’s 2024 Funding Program guidance.
- B. Prepare all forms, narratives, and all required documents to support the application process.
- C. Coordinate collection of any supporting information required for the application.
- D. Meet with Client representatives to discuss the scope of the projects which may be via web-based conferencing.
- E. Thoroughly understand project scope and prepare a technical project description. The description of the project will be described in enough detail that it will include the project purpose, what the project entails, as well as technical information such as estimates of size/length and materials.
- F. Develop project cost estimates based off a technical project description. Budgets will be in the format stipulated by the DWI and will also be signed and sealed by Consultant’s licensed professional engineer.
- G. Circulate application information to the Client for review and approval.
- H. Participate in any teleconferences with DWI and Client as needed.
- I. Provide other assistance, as required, to facilitate the complete application process.
- J. Work with Client to support obtaining needed signatures of the application materials from the Client representative.
- K. Submit application to DWI via their approved method and by their submittal deadline.
- L. Provide a PDF copy of the submitted application to Client. Hardcopy to be provided upon request.

## D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid for by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

### General

- All plan submittal, review, or permitting fees;
- Any work previously provided in other agreements;
- Any other services not specifically listed within the Scope of Services.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

## E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. General:
  - a. Provide representative for communications and decisions;
  - b. Preferred media platforms for communications with the Client;
  - c. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
  - d. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
  - e. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
  - f. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
  - g. Attend one (1) virtual Town meeting as required/needed;
  - h. Coordinate adoption of the required DWI resolution ahead of the application deadline.

## F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Application Preparation, Submittal, and Support	\$7,500
<b>TOTAL</b>		<b>\$7,500</b>

*(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be expected during the performance of this contract.*

1. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

### Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

## G. Acceptance

This agreement is valid 15 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Weaverville. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

TOWN OF WEAVERVILLE

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Amanda Whitaker  
Name

\_\_\_\_\_  
Dale Pennell  
Name

\_\_\_\_\_  
Director, Funding Services  
Funding and Asset Management  
Title

\_\_\_\_\_  
Public Works Director  
Title

***PREAUDIT STATEMENT:*** This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

## EXHIBIT I

### Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

**1. Payment:**

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

**2. Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

**3. Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

**4. Waiver of Consequential Damages/Limitation of Liability:** CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

**5. Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

**6. Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

**7. Change Orders:** CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

**8. Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

**9. Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

**10. Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

**11. Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

**12. Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

**13. Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.





## EXHIBIT II

### Fee & Expense Schedule

Description	Rate
<b>Engineering &amp; Planning</b>	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
<b>Project Coordinators</b>	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
<b>Funding &amp; Asset Management</b>	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
<b>Geomatics</b>	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
<b>Environmental</b>	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
<b>Administrative</b>	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
<b>Expenses</b>	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
<b>Other</b>	
Expert Witness	\$ 400

Effective January 1, 2024 - Schedule is subject to change



**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** July 22, 2024  
**SUBJECT:** Annexation and Zoning – 9 Pleasant Grove Road  
**PRESENTER:** Town Attorney Jennifer Jackson  
**ATTACHMENTS:** Proposed Annexation Ordinance  
Proposed Annexation Map  
Map Showing Original Annexation Area

**DESCRIPTION/SUMMARY OF REQUEST:**

Pleasant Grove of WNC, LLC, is the owner of the properties located at 9 Pleasant Grove Road and has submitted a voluntary annexation petition seeking to have a total of +/-10.67 acres annexed into the Town of Weaverville. The purpose of their annexation petition appears to be to obtain Town services to support the townhouse project consisting of 40 townhouse units that has been permitted by Buncombe County and under development. Vested rights are claimed and the petitioners are requesting an underlying zoning designation of R-3.

The Town Clerk has previously certified the sufficiency of the annexation petition and public hearings were held on 25 March 2024 on both the annexation and the proposed R-3 zoning.

The development that is currently permitted and underway is on approximately 5.27 acres and the petitioners have amended their annexation petition to include just that 5.27 acres or to the area shown as Tract 1 on the proposed annexation map. The developer intends to construct 3 single family dwellings on the remaining 3.84 acres and will have to come back to Town Council with a water request. Town Council could condition approval of water to annexation as has been the recent practice.

The annexation petition, as amended, is now eligible for Town Council action.

The proposed annexation ordinance is attached for Town Council review and possible adoption and includes an R-3 zoning designation as requested by the petitioner and recommended by the Planning Board.

**COUNCIL ACTION REQUESTED:**

Should Town Council wish to annex this property into the municipal limits of the Town of Weaverville, action to adopt the annexation ordinance is appropriate.

**PREPARED BY AND RETURN TO:**

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

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS  
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA -  
PLEASANT GROVE OF WNC, LLC- +/-5.27 ACRES AT 9 PLEASANT GROVE ROAD  
ANNEXATION #2024-2**

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

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

**WHEREAS**, the initial zoning designation was requested to be R-3 and by letter dated 6 February 2024, the Planning Board found R-3 zoning to be reasonable and consistent with the Town's Comprehensive Land Use;

**WHEREAS**, a public hearing on the question of annexation was held during a meeting of Town Council on 25 March 2024 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 14 March 2024 and 21 March 2024, and a written comment period beginning on 5 March 2024;

**WHEREAS**, a public hearing on the question of R-3 zoning was held during a meeting of Town Council on 25 March 2024 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 14 March 2024 and 21 March 2024, and a written comment period beginning on 5 March 2024;

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

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

**WHEREAS**, Town Council finds that R-3 zoning is consistent with the Town's Comprehensive Land Use Plan and the resolution adopted by Town Council on 23 October 2023;

**WHEREAS**, when considering such factors as the size, physical conditions, and other attributes of the property, the benefits and detriments to the landowners, the neighbors, and the surrounding community, and the relationship between the current actual and permissible development on the property and the adjoining areas and the development that would be permissible under the proposed zoning, Town Council finds that R-3 zoning is reasonable and in the public interest in that R-3 zoning is compatible with the current uses and zoning of several properties within the area including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-31, that the +/- 5.27 acre tract shown as Tract 1 on the map that is recorded in Map Book \_\_\_\_ at Page \_\_\_\_, Buncombe County Registry, reference to which is hereby made for a more complete description, is hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to municipal taxes according to N.C. Gen. Stat. § 160A-58.10.
2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town.
3. The Zoning Map of the Town of Weaverville is hereby amended to establish an R-3 zoning classification for the property so annexed.
4. Vested rights to develop the annexed property pursuant to that Special Use Permit issued by Buncombe County on 9 November 2022 are hereby recognized.
5. The property owners are directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes if they have not already done so.
6. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory and a copy of this Ordinance within 30 days of the effective date of the annexation. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.

7. This annexation ordinance shall be effective immediately.

**ADOPTED THIS** the \_\_\_ day of \_\_\_\_\_, 2024, with \_\_\_ voting in favor and \_\_\_ against.

\_\_\_\_\_  
**PATRICK FITZSIMMONS**, Mayor

**ATTESTED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**TAMARA MERCER**, Town Clerk

\_\_\_\_\_  
**JENNIFER O. JACKSON**, Town Attorney

**STATE OF NORTH CAROLINA**

**COUNTY OF BUNCOMBE**

I, \_\_\_\_\_, a Notary Public, certify that Tamara Mercer personally came before me this day and acknowledged that she is the Town Clerk for the Town of Weaverville and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by her as its Town Clerk.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

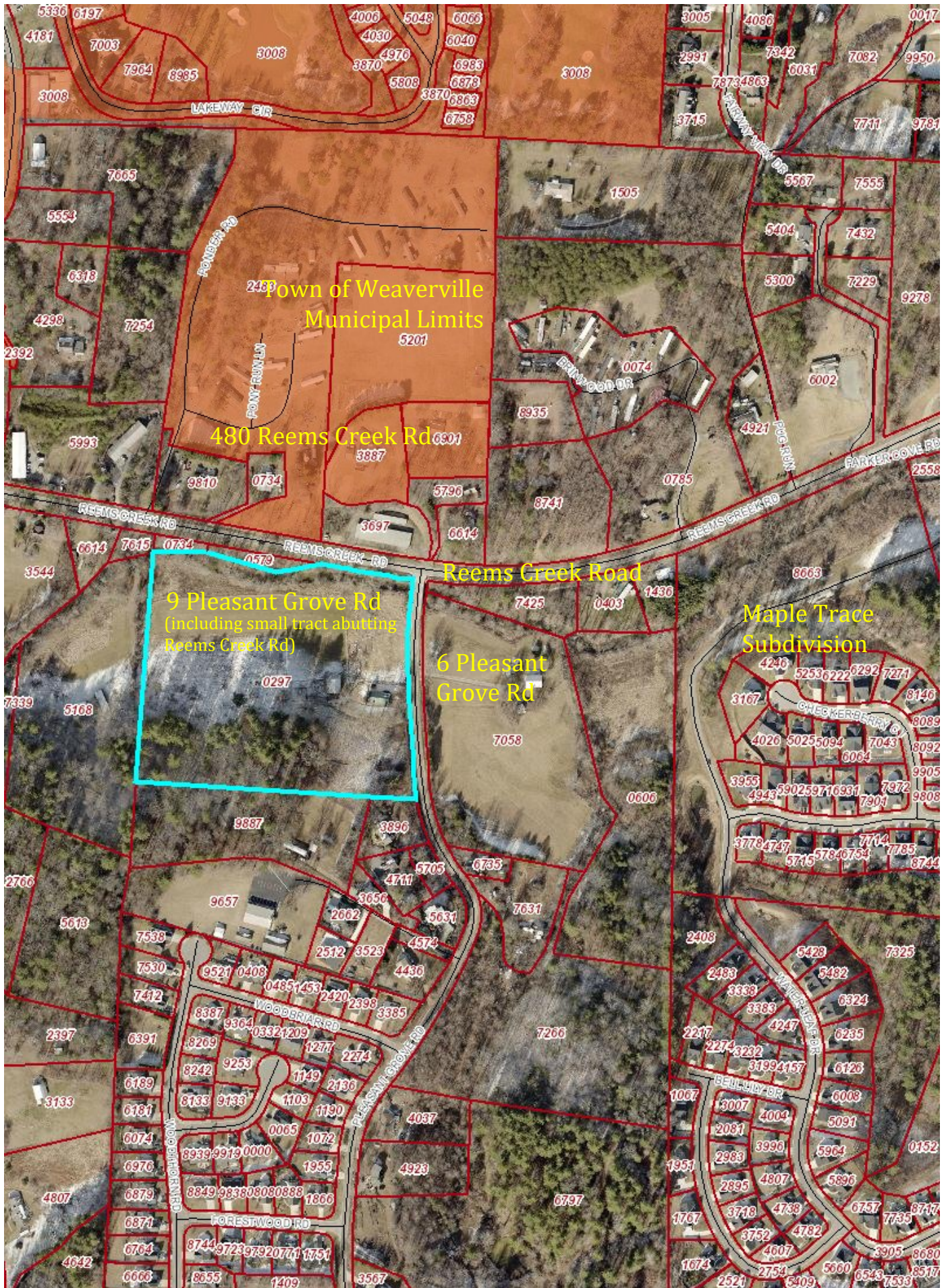
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_













## Planning Department Report – Q1, 2024

**Total Zoning Permits Issued:**

**Residential:**

**Single family dwellings: 6      Internal upfit or accessory structure: 17**

**Commercial:**

**New Commercial: 0      Internal upfit or accessory structure: 5**

**Sign Permits: 3**

**Stormwater Flyers Distributed for New Construction: 6**

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### **Planning Board Activity**

**April:** The Board reviewed and offered a recommendation to Town Council on the zoning of 75 Cole Road upon annexation. The Board also reviewed information related to sign regulations and short-term rentals.

**May:** The Board reviewed and offered a recommendation to Town Council related to the legal compliance of sign regulations. Conversations related to the proposed regulation of short-term rentals continued.

**June:** The Board offered a recommendation to Town Council on the proposed regulation of short-term rentals.

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### **Board of Adjustment Activity**

**April:** Staff provided the Board with a training session on the topic of variance standards.

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** July 22, 2024  
**Subject:** Departmental Quarterly Report: Finance  
**Presenter:** Town Finance Director  
**Attachments:** Quarterly Report—4<sup>th</sup> Quarter FY 2024

**Description:**

Fiscal Year 2023-2024 has closed out but the financial statements are currently under audit and not yet available for review. The auditors will be on site the week of August 5-9 to conduct their work and will report their findings at a later date.

Attached you will find a summary of fiscal year 2023-2024 revenues showing budgeted to actual with a comparison to the prior year, as well as other highlights for this past fiscal year and 4<sup>th</sup> quarter reports for the three capital project funds.

**Council Action Requested:**

No action requested.



## TOWN OF WEAVERVILLE

### Year-End FY 2023/2024 – Finance Dept.

	Budget	Actual (Projected)	\$ Variance	% Variance	Incr/(Decr) FY23
Ad Val Taxes	\$4,089,368	\$4,199,866	\$110,498	2.7%	5.2%
DMV Tax	\$210,657	\$258,195	\$47,538	22.6%	22.4%
Utilities Tax	\$466,961	\$527,331	\$60,370	12.9%	4.4%
Sales Tax	\$2,082,422	\$2,025,345	(\$57,077)	(2.7%)	4.7%
Bunc Co Fire Tax	\$2,007,097	\$1,961,085	(\$46,012)	(2.3%)	5.0%
ABC Store	\$350,000	\$333,342	(\$16,658)	(4.8%)	(20.8%)
Interest Income	\$467,988	\$693,114	\$225,126	48.1%	61.9%
Water Revenue	\$2,534,300	\$2,620,245	\$85,945	3.4%	5.0%
System Dev Fees	\$95,254	\$126,525	\$31,271	32.8%	8.0%
<b>Total</b>			<b>\$441,001</b>		

#### Other Highlights of FY 2023/2024:

- Approximately \$2.4M spent on capital items/projects (Vehicles, Barricades, Streets, Playground, Street Sweeper, Water lines, etc., not including Capital Project Funds)
- Total unspent on paving program: \$974,600 (will re-appropriate)
- Powell Bill funds received: \$148,440 (budgeted but not spent)
- Cell Tower revenue received: \$22,251
- Total Revenue from Community Center rental fees: \$73,807
- Total Parking Enforcement Fees collected: \$5,146
- Grant Funds Received:
  - EV Charging Stations: \$18,000
  - Police SRO Reimbursement from Buncombe County: \$52,082
  - NCLM Safety Grant (for Barricades): \$5,000

TOWN OF WEAVERVILLE  
 CAPITAL PROJECT FUND  
**COMMUNITY CENTER PROJECT-RECREATION COMPLEX (PHASE 2) ESTABLISHED 1/27/2020**

	<u>BUDGETED</u>	<u>PAID IN FY 2022</u>	<u>PAID IN FY 2023</u>	<u>6/30/2024 YEAR-TO-DATE</u>	<u>CUMULATIVE TOTAL</u>	<u>REMAINING BALANCE</u>	<u>% BUDGET REMAINING</u>
<b>EXPENDITURE:</b>							
070-300-000-19900 CONSTRUCTION COST	425,000.00			326,049.45	326,049.45	98,950.55	23%
070-300-000-19002 ARCHITECTURAL FEES	14,500.00		12,872.22	1,894.80	14,767.02	(267.02)	-2%
070-300-000-19008 ENGINEERING FEES				-	-	-	0%
070-300-000-19003 FIXTURES & EQUIPMENT	19,342.14	16,295.00		64,745.42	81,040.42	(61,698.28)	-319%
070-300-000-19007 LANDSCAPING/SITE-WORK				10,955.67	10,955.67	(10,955.67)	0%
070-300-000-90000 CONTINGENCY	5,000.00			-	-	5,000.00	100%
<b>TOTAL EXPENDITURE</b>	<b>463,842.14</b>	<b>16,295.00</b>	<b>12,872.22</b>	<b>403,645.34</b>	<b>432,812.56</b>	<b>31,029.58</b>	<b>7%</b>
<b>FINANCING SOURCE:</b>							
070-000-300-60010 TRANSFER FROM GENERAL FUND	433,345.21		1,429.37	403,645.34	405,074.71	28,270.50	7%
APPROPRIATED FUND BAL (FROM PHASE 1)	18,997.55	16,295.00	2,702.55		18,997.55	-	0%
070-000-300-60020 FUNDRAISING CONTRIBUTIONS	11,499.38		8,740.30		8,740.30	2,759.08	24%
<b>TOTAL FINANCING SOURCE</b>	<b>463,842.14</b>	<b>16,295.00</b>	<b>12,872.22</b>	<b>403,645.34</b>	<b>432,812.56</b>	<b>31,029.58</b>	<b>7%</b>

TOWN OF WEAVERVILLE  
 CAPITAL PROJECT FUND  
 WATER TREATMENT PLANT EXPANSION PROJECT ESTABLISHED 6/28/2021

	BUDGETED	PAID IN FY 2021	PAID IN FY 2022	PAID IN FY 2023	6/30/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	
EXPENDITURE:								
061-300-000-19005	CONSTRUCTION ADMIN	- (TBD)	-	-	-	-	-	
061-300-000-19007	LEGAL SERVICES	- (TBD)	-	-	-	-	-	
061-300-000-19008	ENGINEERING FEES	1,270,680.00	23,850.00	316,029.98	9,375.00	186,270.00	535,524.98	
061-300-000-19009	INTEREST ON INTERIM	- (TBD)	-	-	-	-	-	
061-300-000-19900	CONSTRUCTION COST	- (TBD)	-	-	-	-	-	
061-300-000-90000	CONTINGENCY	- (TBD)	-	-	-	-	-	
TOTAL EXPENDITURE		1,270,680.00	23,850.00	316,029.98	9,375.00	186,270.00	535,524.98	735,155.02
FINANCING SOURCE:								
061-000-300-60031	TRANSFER FROM WATER CAPITAL RESERVE	349,255.00	23,850.00	316,029.98	9,375.00	-	349,254.98	0.02
061-000-300-60030	TRANSFER FROM WATER FUND	921,425.00	-	-	-	186,270.00	186,270.00	735,155.00
061-000-300-60035	PROCEEDS FROM DEBT	- (TBD)	-	-	-	-	-	-
TOTAL FINANCING SOURCE		1,270,680.00	23,850.00	316,029.98	9,375.00	186,270.00	535,524.98	735,155.02

TOWN OF WEAVERVILLE  
 CAPITAL PROJECT FUND  
 WATER SYSTEM RESILIENCY PROJECT ESTABLISHED 4/24/2023

	BUDGETED	PAID IN FY 2023	6/30/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING	
EXPENDITURE:							
063-300-000-19003	FIXTURES AND EQUIPMENT	1,196,400.00	-	20,417.98	20,417.98	1,175,982.02	98%
063-300-000-19005	CONSTRUCTION ADMIN	- (TBD)	-	-	-	-	0%
063-300-000-19007	LEGAL SERVICES	- (TBD)	-	-	-	-	0%
063-300-000-19008	ENGINEERING FEES	98,500.00	16,750.00	25,500.00	42,250.00	56,250.00	57%
063-300-000-19009	INTEREST ON INTERIM	- (TBD)	-	-	-	-	0%
063-300-000-19900	CONSTRUCTION COST	- (TBD)	-	-	-	-	0%
063-300-000-90000	CONTINGENCY	- (TBD)	-	-	-	-	0%
TOTAL EXPENDITURE		1,294,900.00	16,750.00	45,917.98	62,667.98	1,232,232.02	95%
FINANCING SOURCE:							
063-000-300-60030	TRANSFER FROM WATER FUND	1,294,900.00	16,750.00	45,917.98	62,667.98	1,232,232.02	95%
TOTAL FINANCING SOURCE		1,294,900.00	16,750.00	45,917.98	62,667.98	1,232,232.02	95%