

TOWN OF WEAVERVILLE

AGENDA

**Town Hall Council Chambers
30 South Main Street
Weaverville, N.C. 28787**

**December 19, 2016 at 6:00pm
Town Council Monthly Meeting**

- 1. **Call to Order**..... Mayor Sherrill
- 2. **Approval / Adjustments to the Agenda**..... Mayor Sherrill
- 3. **Approval of Minutes**..... Mayor Sherrill
 - A. November 21, 2016 Town Council Meeting
- 4. **General Public Comments**
- 5. **Consent Agenda**..... Mayor Sherrill
 - Motion to approve the consent agenda*
 - A. Adoption of Town Council Meetings, Workshops & Holidays Schedule
Town Manager recommends adoption of the meeting and holiday schedule for 2017
 - B. Resolution regarding ABC Board Contact
Staff recommends changing the contact for the ABC Board from former Manager to Selena Coffey
 - C. Update on Planning & Zoning Board Discussion of Unified Business Development
This is an update only and no action is required.
 - D. Proclamation Honoring Thermo Fisher Scientific
Town Manager recommends approval of the proclamation.
 - E. Tax Collector Releases & Monthly Report
Town Manager recommends approval of the releases and acceptance of monthly report.
- 6. **Discussion & Action Items:**
 - A. Weaverville Business Association Event Recommendation..... Town Manager
 - B. Board Appointments..... Mayor Sherrill
 - C. Award of Bid for Self-Contained Breathing Apparatus (SCBA)..... Town Attorney
 - D. Lakeside Meadows Street Dedication: Staff Level Approval..... Public Works Director
 - E. Maple Trace Phase I Waterline Acceptance: Staff Level Approval..... Public Works Director
- 7. **Public Hearing: Annexation/Initial Zoning regarding Weaverville Apartments**..... Town Planner & Town Attorney
Town Council may take action after this public hearing if so desired.
- 8. **Town Manager’s Report**..... Town Manager
- 9. **Adjournment**..... Mayor Sherrill

MINUTES

**TOWN OF WEAVERVILLE
STATE OF NORTH CAROLINA**

**TOWN COUNCIL MEETING
MONDAY, NOVEMBER 21, 2016**

The Town of Weaverville Town Council met on Monday, November 21, 2016 beginning at 6:00pm in Council Chambers within Weaverville Town Hall at 30 South Main Street.

Council Present: Mayor Dottie Sherrill, Vice-Mayor John Penley, Council Members Doug Dearth, Patrick Fitzsimmons, Doug Jackson and Andrew Nagle.

Staff Present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Police Chief Greg Stephens, Public Works Director Tony Laughter, Fire Chief Ted Williams, Town Planner James Eller and Finance Director Tonya Dozier.

1. Call to Order

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

2. Approval/Adjustments to the Agenda

Councilman Jackson asked to include agenda item 7F in order to discuss civil penalties for violations of the Zoning Code. Ms. Coffey noted that agenda item 10, closed session could be removed.

Vice-Mayor Penley motioned to approve the agenda as amended. Councilman Nagle seconded and all voted unanimously.

3. Approval of the Minutes

Minutes to be approved are from the October 17, 2016 meeting of Town Council, the November 1, 2016 special call meeting and November 8, 2016 workshop.

Councilman Dearth motioned to approve the minutes as presented. Councilman Fitzsimmons seconded and all voted unanimously.

4. Employee Recognition

Ms. Coffey recognized Fire Chief Williams and members of the Weaverville Fire Department in attendance and thanked them for their continued service to the Town and their efforts to assist other agencies with forest fires in the region.

5. General Public Comment

Steve Meltzer spoke in favor of the forthcoming Resolution Against Discrimination.

6. Consent Agenda

- A. Arbor Day Proclamation.
- B. Christmas Parade Road Closure Ordinance.
- C. Proclamation Honoring the Civil Air Patrol.
- D. Proclamation Celebrating the 100th Anniversary of the Weaverville Fire Department.
- E. Reems Creek Village Concept Plan.
- F. Tax Release and Tax Collector's Report.

Mayor Sherrill read into the record proclamations noted by agenda items 6A, 6C and 6D.

At the conclusion of Mayor Sherrill's reading of the Proclamation Celebrating the 100th Anniversary of the Weaverville Fire Department Ms. Coffey recognized Fire Chief Williams who presented Council with items noting the Departments occasion. Mr. Williams also spoke to Council and the audience regarding the history of the Department and recognized two of the former living chief's including Doug Sims and Vice-Mayor Penley for their service.

Councilman Nagle motioned to approve the consent agenda. Councilman Fitzsimmons seconded and all voted unanimously.

7. Discussion and Action Items

- A. Board Appointment.

Mayor Sherrill requested that Council consider Dan Moffitt to fill an open position on the Animal Control Board.

Vice-Mayor Penley motioned to approve the appointment of Dan Moffitt to the Animal Control Board. Councilman Jackson seconded and all voted unanimously.

- B. Bidding of Purchase of Self Containing Breathing Apparatus.

Ms. Jackson described to Council that the Fire Department had been awarded a Federal Assistance to Firefighters Grant for the purchase of 31 self-contained breathing apparatuses.

Councilman Jackson motioned to publically open the bids for the self-contained breathing apparatuses. Councilman Dearth seconded and all voted unanimously.

- C. Out of Town Water Requests.

Mr. Laughter addressed Council describing that the water system was now operating at a reached capacity of 75% which was a threshold previously established to cause concern. Mr. Laughter further noted that due to the system capacity, outstanding allocations and property still subject to future development within municipal borders that he would endorse the proposed resolution withholding water allocation applications for properties outside of Town limits.

Ms. Jackson noted to Council that the authority to make such a determination had been granted to them with the Code of Ordinances Section 30-80 general policies relating to connection permits and extension agreements.

Councilman Fitzsimmons asked if the proposed resolution was necessary given Council's ability to deny water request. Mr. Laughter responded that water meters under two inches were subject to staff approval.

Councilman Nagle noted that annexation should occur prior to water allocation thus providing the property a right to water allocation. Councilman Dearth noted similarly that conducting the annexation prior to a water allocation could ease some of the difficulties encountered when annexing properties with projects which had been approved by the County.

Councilman Jackson motioned to approve a resolution stating that at this time Council believes it is not in the best interest of the Town to entertain out-of-town water requests and to give the Public Works Director the authority to deny such requests. Councilman Nagle seconded and all voted unanimously.

D. Voluntary Annexation Petition / Initial Zoning Request: 145 Monticello Road.

Ms. Jackson noted that the annexation before Council was being done in conjunction with a water allocation approved in 2015 and described the certificate of sufficiency presented.

Vice-Mayor Penley motioned to set a date for a public hearing for the proposed voluntary annexation for December 19, 2016 at 6pm. Councilman Dearth seconded and all voted unanimously.

E. Resolution Against Discrimination.

Ms. Coffey read a resolution against discrimination into the record.

Councilman Dearth motioned to approve the aforementioned resolution. Councilman Fitzsimmons seconded and all vote unanimously.

F. Civil Penalties for Violations of the Zoning Code.

Mr. Eller noted that presently the civil penalty associated with violations of the Zoning Code was set at \$100 in 1978 and suggested that the amount may be increased to serve as a deterrent.

Ms. Jackson noted that it is likely that any funds collected in civil penalties may be required to be submitted to the Buncombe County Board of Education.

Councilman Jackson noted that issues which are subject to civil penalties may be taxing on municipal resources while seeking a resolution.

Consensus was granted by Council to have staff investigate changing the civil penalty amount for violations of the Zoning Code.

8. Public Hearing and Council Action: Code Amendments

Vice-Mayor Penley motioned to open the Public Hearing. Councilman Dearth seconded and all voted unanimously.

Mr. Eller spoke to council regarding the proposed changes to the Code of Ordinances which call for removing all references to the former Extraterritorial Jurisdiction, removing application costs from the Code, a change in the contour lines called for on a Conditional Zoning District Application, changing the building height maximum within the R-12 Zoning District to 45 feet and establishing the building height to be measured from the center of the front of the building at finished grade to the peak of the roof.

Councilman Dearth motioned to close the Public Hearing. Vice-Mayor Penley seconded and all voted unanimously.

Councilman Dearth motioned to adopt the changes as proposed. Vice-Mayor Penley seconded and all voted unanimously.

9. Town Manager's Report

Ms. Coffey noted that work continues on the securing of an easement for the placement of an additional gateway sign on Weaver Boulevard, thanked the community for their donations for those affected by the wildfires in the region, recognized Ms. Dozier for the conclusion of her first municipal audit, updated Council on the progress of the Town's new website, noted the staff Christmas dinner date of December 6 and Candlelight Stroll date of December 9.

10. Adjournment

Vice-Mayor Penley motioned to adjourn. Councilman Fitzsimmons seconded and all voted unanimously.

James W. Eller, Deputy Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 19, 2016
Subject: 2017 Meeting & Holiday Schedule
Presenter: Selena Coffey, Town Manager
Attachments: Proposed Schedule

Description:

Attached you will find the 2017 meeting and holiday schedule. This schedule does not include budget workshops and maintains the holiday schedule that has been in place previously, which shows the January and February regular Council meetings on the fourth Monday due to the Martin Luther King Jr. Day and President's Day holidays respectively.

Action Requested:

The Town Manager recommends approval of the attached schedule.

Town of Weaverville

2017 Town Council Meetingsⁱ, Workshopsⁱⁱ & Holiday Schedule

Date	Time	Description	Locationⁱⁱⁱ
January 2	New Year's Day Holiday - Offices Closed		
January 10	5:30pm	Town Council Workshop	Fire Station, 3 Monticello Road
January 16	Martin Luther King Jr. Day Holiday - Offices Closed		
January 23	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
February 27	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
March 14	5:30pm	Town Council Workshop	Fire Station, 3 Monticello Road
March 20	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
April 14	Good Friday Holiday - Offices Closed		
April 17	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
May 9	5:30pm	Town Council Workshop	Fire Station, 3 Monticello Road
May 15	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
May 29	Memorial Day Holiday - Offices Closed		
June 19	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
July 4	Independence Day Holiday - Offices Closed		
July 11	5:30pm	Town Council Workshop	Fire Station, 3 Monticello Road
July 17	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
August 21	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
September 4	Labor Day Holiday - Offices Closed		
September 12	5:30pm	Town Council Workshop	Fire Station, 3 Monticello Road
September 18	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
October 16	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
November 14	5:30pm	Town Council Workshop	Fire Station, 3 Monticello Road
November 20	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
November 23-24	Thanksgiving Holidays - Offices Closed		
December 18	6:00pm	Town Council Meeting	Town Hall, 30 S. Main Street
December 25-26	Christmas Holidays - Offices Closed		

ⁱ Regular Town Council Meetings are scheduled on the third Monday monthly, except for January and February.

ⁱⁱ Workshops have been scheduled for the second Tuesday of odd numbered months.

ⁱⁱⁱ Locations may change at the discretion of Town Council.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2016
SUBJECT: Resolution Updating Town Contact with the ABC Commission
PRESENTER: James Eller
ATTACHMENTS: Draft Resolution

DESCRIPTION/SUMMARY OF REQUEST:

It has recently been brought to the Town's attention that the ABC Commission currently has some out-dated contact information in their records. The attached Resolution will update the Town's official contact person from Michael Morgan to Selena Coffey and the Town's address from 12 North Main Street to its current location at 30 South Main Street.

As a matter of information James Eller staffs the local ABC Board meetings, which are held about once a quarter, and Jennifer Jackson serves as the ABC Board's attorney on an as-needed basis.

COUNCIL ACTION REQUESTED:

Town Council action to adopt the attached resolution is appropriate at tonight's meeting and recommended by the Town Manager and Town Attorney.

**NORTH CAROLINA
ALCOHOLIC BEVERAGE CONTROL COMMISSION
(919) 779-0700**

Physical Location: 400 E. Tryon Road, Raleigh, NC 27610
Mail: 4307 Mail Service Center, Raleigh, NC, 27699-4307

**RESOLUTION OF THE TOWN OF WEAVERVILLE, COUNTY OF BUNCOMBE,
REGARDING THE DESIGNATION OF AN OFFICIAL TO MAKE RECOMMENDATIONS
TO THE NORTH CAROLINA ALCOHOLIC BEVERAGE CONTROL COMMISSIONS
ON ABC PERMIT APPLICATIONS**

WHEREAS, G.S. § 18B-904(f) authorizes a governing body to designate an official, by name or by position, to make recommendations concerning the suitability of persons or locations for ABC permits; and

WHEREAS, the Town of Weaverville, County of Buncombe, wishes to notify the NC ABC Commission of its designation as required by G.S. § 18B-904(f);

BE IT THEREFORE RESOLVED that Selena D. Coffey, Weaverville Town Manager, is hereby designated to notify the North Carolina Alcoholic Beverage Control Commission of the recommendations of the Town of Weaverville, County of Buncombe, regarding the suitability of persons and locations for ABC permits within its jurisdiction;

BE IT FURTHER RESOLVED that notices to the Town of Weaverville, County of Buncombe, should be mailed or delivered to the official designated above at the following address:

Mailing Address:	P.O. Box 338 Weaverville, NC 28787
Office Location:	30 South Main Street Weaverville, NC 28787
Phone Number:	(828) 645-7116

THIS the 19th day of December, 2016.

DOTTIE SHERRILL, Mayor

Sworn to and subscribed before me this
the 19th day of December, 2016.

JAMES ELLER, Deputy Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, December 19, 2016

Subject: Update on the progress of a revision of code related to unified business development special use permits.

Presenter: James W. Eller

Attachments: None

Description:

At the December 6th meeting of the Planning and Zoning Board the issue related to revising triggers necessitating a unified business development special use permit was discussed as per Council's request. Unfortunately no consensus was reached on a square footage threshold but a structure has been put in place within the proposed Table of Uses which would satisfy Council's desire to treat these projects as conditional zoning districts rather than special use permits. The matter will be brought forth again before the Planning and Zoning Board on Tuesday, January 3, 2017.

Action Requested:

None.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 19, 2016
Subject: Thermo Fisher Scientific Proclamation
Presenter: Selena Coffey, Town Manager
Attachments: Proclamation

Description:

Attached please find a Proclamation honoring Thermo Fisher Scientific for its recognition by the Human Rights Campaign's annual Corporate Equality Index for supporting LGBTQ equality

Action Requested:

The Town Manager recommends approval of this Proclamation.

PROCLAMATION

HONORING THERMO FISHER SCIENTIFIC FOR BEING RECOGNIZED FOR
SUPPORT OF LGBTQ EQUALITY

Whereas, the Town of Weaverville takes great pride in being a welcoming and diverse community; and

Whereas, the Weaverville Town Council has passed resolutions denouncing all types of discrimination; and

Whereas, the Town of Weaverville is fortunate to be a base to Thermo Fisher Scientific, whose policies support LGBTQ equality; and

Whereas, Thermo Fisher Scientific has recently been recognized by the Human Rights Campaign's annual Corporate Equality Index for supporting LGBTQ equality; and

Whereas, the Corporate Equality Index measures the inclusivity of workplace practices; and

Whereas, Thermo Fisher Scientific has enacted policies in opposition to regressive legislation, such as North Carolina's House Bill 2; and

Whereas, Thermo Fisher Scientific has, in strengthening its support for equality, adopted personnel policies, benefits packages and practices for its employees; and

Whereas, the Town of Weaverville applauds Thermo Fisher Scientific for the company's second consecutive year of recognition for support of inclusionary policies; and

Now, be it resolved that the Mayor and Town Council for the Town of Weaverville honor **Thermo Fisher Scientific** for its tremendous efforts in creating a work environment supportive of LGBTQ equality.

Dated this the **19th** day of **December** in the year **2016**.

Dottie Sherrill, Mayor
Town of Weaverville, N.C.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2016
SUBJECT: Tax Releases and Monthly Tax Report
PRESENTER: Town Manager
ATTACHMENTS: Tax Releases Requested
Monthly Tax Report through 12/13/16

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is requested to approve the attached tax releases based on a request from Buncombe County. All of these tax releases are for property owners that qualify for elderly exemption.

The Tax Collector's monthly tax report is attached for your information.

COUNCIL ACTION REQUESTED:

A motion to approve the attached tax release is requested and would be appropriate at tonight's meeting.

TAX RELEASES
TOWN OF WEAVERVILLE
DECEMBER 19TH, 2016

Hegy, Lorraine E.

7 Ridgemont Drive

Valuation to be Released: \$161,200

Levy to be Released: \$709.28

Reason: OA Exemption

Harwood, Juanita M

11 Partridge Berry Lane

Valuation to be Released: \$97,350

Levy to be Released: \$428.34

Reason: OA Exemption

Anderson, Gary N

28 Salem Road

Valuation to be Released: \$84,200

Levy to be Released: \$370.48

Reason: OA Exemption

Blevins, Helen Sue

99 South Main Street

Valuation to be Released: \$56,900

Levy to be Released: \$238.98

Reason: OA Exemption

Lovelace Family Irrevocable Trust

1 Mountain Meadow Circle

Valuation to be Released: \$118,850

Levy to be Released: \$499.17

Reason: OA Exemption

Sara, Davida

20 Coleman Street

Valuation to be Released: \$113,000

Levy to be Released: \$497.20

Reason: OA Exemption

**Town of Weaverville
Monthly Tax Report
FY 2016-2017**

	<u>As of 12/13/2016</u>
Real Property:	558,183,409
Real Property Discoveries:	
Total Real Property:	558,183,409
Personal:	84,943,075
Personal Discoveries:	
Total Personal:	84,943,075
Public Utilities:	5,244,545
Exemption:	(6,925,227)
Releases:	(91,136)
Total Tax Value	641,354,666
Tax Levy (\$0.44 per \$100 Valuation):	
Real Property:	2,456,007.00
Personal Property:	373,618.00
Public Utilities:	23,076.00
Less Under \$5 Adjustment	(44.00)
Total Public Utilities:	23,032.00
Exemption:	(30,471.00)
Releases:	(401.00)
Total Levy (Total Billed)	2,832,043.00
Total Current Year Collections	1,419,932.00
% Collected	50.14%
Total Left to be Collected:	1,412,111.00
Prior Years Paid	4070

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 19, 2016
Subject: Weaverville Business Association Summer Event Proposal
Presenter: Selena Coffey, Town Manager
Attachments: None

Description:

The Town Manager and Town Attorney are working on revised language for the Town's Code of Ordinances addressing the Town Manager's authority to approve the sale and consumption of alcohol on Town streets and property. Although this language is not yet complete, we feel certain that appropriate language can be revised and added within the Code to address these types of issues.

Action Requested:

The Town Manager recommends that Town Council permit her to move forward in working with the Weaverville Business Association (WBA) to authorize the Association's proposed summer event where alcohol will be sold and consumed within the designated area(s), as long as the WBA conforms with any and all language within the Town's Code and with the Town Manager's decisions regarding the event as it pertains to the Town.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2016
SUBJECT: Board Appointments
PRESENTER: Mayor Sherrill
ATTACHMENTS: Planning and Zoning Board Roster

DESCRIPTION/SUMMARY OF REQUEST:

As Town Council is aware there is also open alternate seat on the Planning and Zoning Board. Mayor Sherrill has been working to finding willing and qualified candidates to sit on this Board.

The Mayor is in receipt of a couple of applications for the alternate seat on the Planning and Zoning Board and has previously forwarded those applications to Council. In recognition of the interest that Peter Stanz has already shown in the Planning and Zoning Board by his attendance at the November Planning and Zoning Board meeting, the Mayor would like for Council to consider approving Peter Stanz to fill that alternate seat for a term to expire in September 2017.

COUNCIL ACTION REQUESTED:

A motion to approve the appointment of Peter Stanz to the Planning and Zoning Board as an alternate member for a term to expire in September 2017 is requested.

**WEAVERVILLE
PLANNING AND ZONING BOARD**

Regularly meets 1st Tuesday of the month at 5:45 pm
in Council Chambers at Town Hall

NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (2 YEARS)
Doug Theroux Chairman	73 Hillcrest Drive Weaverville, NC 28787 658-9477; (cell) 231-3568 dbtheroux93@gmail.com	September 2015	September 2015 – 2017
Gary Burge Vice Chairman	3 High Bluff Drive Weaverville, NC 28787 (cell) 423-0150 garyburge@garyburge.com	September 2016	September 2016 – 2018
Catherine Cordell Regular Member	13 Hamburg Drive Weaverville, NC 28787 (cell) 776-7380 cat.cordell@live.com	September 2016	September 2016 – 2018
Leslie Osborne Regular Member	9 Reeves Street Weaverville, NC 28787 (cell) 712-3507 lesliesellshomes@charter.net	September 2016	September 2016 – 2018
Terry Dawson Regular Member	36 Governor Thomson Terr. Weaverville, NC 28787 (home) 645-2512 harrysdawson1@frontier.com	September 2016	September 2016 – 2017
Alternate Member		December 2016	Dec 2016 – Sept 2017
James Eller Town Planner	484-7002 jeller@weavervillenc.org		
Jennifer Jackson Town Attorney	484-7003; 828-442-1858 jjackson@weavervillenc.org		

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2016

SUBJECT: Award of Bid and Contract for Purchase of Self-Contained Breathing Apparatus (SCBA)

PRESENTER: Fire Chief/Town Attorney

ATTACHMENTS: Equipment Information
SCBA Bid Package and Proposed Contract

DESCRIPTION/SUMMARY OF REQUEST:

Pursuant to authority granted by Town Council the Fire Chief advertised bids for the purchase of Self-Contained Breathing Apparatus (SCBA). Sealed bids were publicly opened on December 12, 2016, with the results shown as follows:

BIDDER	EQUIPMENT SPECIFIED	COMPLIANCE WITH SPECIFICATIONS	UNIT PRICE	EXTENDED PRICE
Rhinehart Fire Services (RFS)	Air-Pak X3 AV-3000 HT Facepiece Epic 3 RI Voice Comm Pak-Alert PASS Device	Fully Compliant	\$6,300	\$195,300
Municipal Emergency Services (MES)	Air-Pak 75 with upfit AV-3000 HT Facepiece Epic 3 RI Voice Comm Pak-Alert PASS Device	Pressure reducer not located as specified – safety issue related to profile/entanglement External HUD not as specified – safety issue related to lack of multi-colored LED display for team monitoring Concern about upgrade capabilities – needs to be compatible with Blu Tooth connectivity	\$6,186	\$191,766

The Fire Chief will be at tonight’s meeting to review these bids with Town Council and will be recommending that Town Council exercise its authority under GS 143-129 to reject a proposal upon finding that it is in the best interest of the Town. The Fire Chief believes that it is in the best interest of the Town that the bid received from MES be rejected based on some safety concerns that he has regarding the Air-Pak 75 that was quoted and some noncompliance with equipment specifications on that product.

Council is required to award to the lowest responsible bid taking into consideration quality, performance and the time specified in the proposal for performance of the contract. The Fire Chief recommends that the contract for the purchase of 31 SCBA units be awarded to RFS.

COUNCIL ACTION REQUESTED:

Based on the discussion and direction of Council, the Town Attorney will guide Council through motions to accomplish Council’s intent on this matter.

NFPA 2013 EDITION SCOTT PRODUCTS

SCOTT AIR-PAK AND ACCESSORIES



NFPA 1981 AND 1982, 2013 EDITION

When the call comes in, there is one SCBA trusted more than any other by firefighters and emergency responders throughout the world. The Scott Safety Air-Pak is the most trusted, durable and easy-to-use SCBA in the fire service because only Scott Safety uses redundant safety features, has a low cost of ownership and is firefighter-designed and -tested. Plus, the Scott Safety Air-Pak SCBA is the only SCBA to meet the stringent requirements to be labeled “Made in the USA.” It is no surprise that for over 80 years, hundreds of thousands of firefighters have relied on the Scott Air-Pak every day.

Building on this tradition, Scott proudly offers a new platform of products which meet the requirements established in the 2013 Edition of NFPA 1981 and 1982 Standards.

2013 EDITION NFPA 1981/1982 STANDARDS HIGHLIGHTS

- Increased facepiece lens durability requirements through two additional tests to measure facepiece performance against high temperature, flame and radiant heat
- New voice intelligibility requirements to eliminate the subjectivity of the testing and enhance overall intelligibility using new test protocols:
 - Speech Transmissibility Index (STI) for improved repeatability and reproducibility in the test results
 - Mechanical communication performance test protocol
 - Amplified communication performance test protocol
- End-of-Service Time Indicator (EOSTI), or low air alarm, has moved from 25% to 33% of the cylinder's operating pressure
- All PASS devices have a universal sound regardless of the manufacturer
- NFPA committee worked with NIOSH to establish minimum performance and approval requirements for Emergency Breathing Support Systems, which were previously not approved for use



AV-3000 HT FACEPIECE

Driven to meet the rigorous requirements of the 2013 Edition NFPA 1981/1982 Standards, Scott Safety designed the AV-3000 HT facepiece, a platform enhancement to the Scott Safety Air-Pak, the highly durable, comfortable and most trusted SCBA in the industry. The facepiece is based on the industry-leading AV-3000 facepiece with SureSeal platform, and incorporates next-generation material technology to enhance user experience and meet the stringent NFPA 2013 Edition Standards.

● BUILDING ON TRUST

The Scott Safety fire service-proven SureSeal technology is a reverse reflex sealing surface designed for enhanced fit and comfort. The U-shape of the reverse reflex seal maintains a continuous circumferential seal around the user's face, allowing the AV-3000 HT to flex with every move.

● THERMAL DURABILITY

The AV-3000 HT meets the facepiece requirements set forth in the 2013 Edition of the NFPA 1981 Standard for high heat and flame and radiant heat by utilizing new lens and bezel materials. These new materials provide enhanced thermal durability and enhanced wearer safety by ensuring the facepiece stays under positive pressure when exposed to the heat and flame loads measured under NFPA 2013.

● MAXIMUM VOICE INTELLIGIBILITY

In response to the voice intelligibility tests—one for mechanical communication and one for electronic, or amplified, communications—included in the 2013 Edition Standards, the AV-3000 HT:

- Exceeds the mechanical measurement requirement with the redesigned location of the ducts, nosecup and voicemitter
- Uses two voicemitters to provide a sphere of intelligibility to those around the respirator wearer, not just the individuals directly in front of the wearer
- Enables right- or left-side mounting for Scott Safety EPIC 3 voice amplifiers, with a robust communications bracket attachment

● COMPATIBILITY

Providing an upgrade path for current Air-Pak SCBA users, AV-3000 HT facepiece is approved on all 2002 and 2007 Edition Scott Safety Air-Pak Fifty, AP75, NxG2 and NxG7 respirators. Current 2002 and 2007 users can utilize the AV-3000 HT with either the EPIC or EPIC 3 voice amplification products, or with mechanical communications only.

● ADDITIONAL BENEFITS

- High-visibility inhalation valves for easy inspection and added safety
- Designed for Top-Down Convertibility, the AV-3000 HT will allow for a single facepiece to be used for all NFPA/CBRN/NIOSH respiratory applications, reducing fit testing, training and inventory for lower total cost of ownership (approvals pending).



ONE SOLUTION FOR ANY ENVIRONMENT

Top-Down Convertibility allows you to utilize a single facepiece, with a single fit test, for all respiratory applications. The AV-3000 HT facepiece is designed to be fully interchangeable with Scott's line of SCBA, Supplied Air Respirators and Air-Purifying Respirators, as well as Scott communications products from the highest level of protection to the lowest level of protection. The key is the advanced design of AV-series facepieces, which allow for effortless conversion without the use of tools. This total solution approach reduces fit testing, training and inventory for lower total cost of ownership.



AIR-PAK 75, 2013 EDITION

The Air-Pak 75 has been the leading SCBA used by first responders and municipal and industrial firefighters since its introduction in 2007. The Scott Air-Pak has been trusted by more firefighters than all brands of SCBA combined. The key reasons for its success are:

- **Redundancy of Safety Features** – giving firefighters confidence in their life-saving equipment and allowing them to focus on the critical job at hand.
- **Ease of Use** – provides firefighters a simple-to-use and easy-to-understand SCBA that requires minimal training, increases operational efficiencies and reduces training costs.
- **Low Cost of Ownership** – lower costs after initial sale through its rugged design, assembly and warranty policy enables the department to direct valuable funding to training and other PPE rather than on maintenance costs.

In order to meet the 2013 Edition of the NFPA 1981 and 1982 Standards, the following changes were implemented:

1. Unit must be used with new AV-3000 HT facepiece
2. A new PASS device equipped with the universal PASS sound (required by NFPA 1982, 2013 Edition)
3. The new 33% End-of-Service Time Indicator (EoSTI) along with a gauge and Heads-Up Display (HUD) that reflects the EoSTI changes



AIR-PAK X3

The new Air-Pak X3 SCBA platform carries forward many of the features and designs of previous Air-Pak models, including the redundant safety features, ease of use and durability Scott Air-Pak users have grown to trust. The Air-Pak X3 was designed with additional emphasis on enhancements to comfort, hose and wire management, weight distribution, fire ground communications and serviceability.



Every Scott Air-Pak is made in the U.S.A.

What does it mean to be Made in the U.S.A.? According to the Federal Trade Commission (FTC), Made in the U.S.A. means that “all or virtually all” of the product has been made in the United States. That is, all significant parts, processing and labor that go into the product must be of U.S. origin. Products should not contain any—or only negligible—foreign content. In compliance with this official definition, Scott Safety is proud to declare that the Scott Air-Pak 75 and Air-Pak X3 are Made in the U.S.A.



Hidden hoses and wires for a streamlined design

Articulating Shoulder



“Check Console” Indicator when PASS Console requires attention



Vibralert at 33% of Remaining Cylinder Pressure

New Console with Large Sweep Gauge and “External” HUD



Waist-Mounted Reducer available with either a CGA or Snap-Change Cylinder Connection





EPIC 3 RI VOICE COMMUNICATION SYSTEM

Voice Clarity and Field Radio Interoperability with Bluetooth® Technology

Communicate clearly and effectively on the fireground and easily switch from non-tactical to tactical communications with the EPIC 3 Radio Interface (RI) Voice Communication System. We developed the EPIC 3 RI system to address the changing communication needs of firefighters and emergency personnel. The lack of clear fire scene voice communications is a leading concern for fireground situational awareness and safety. Working closely with first responders around the world, Scott Safety developed the EPIC 3 RI Voice Communication System — voice amplifiers, lapel speaker microphones, specialized accessories, and programming utilities — to meet the demanding needs and conditions while complimenting the performance and safety benefits of Scott Safety SCBA and personal protective equipment (PPE).

BEST-IN-CLASS FEATURES AND BENEFITS

- Enhances SCBA facepiece voice communication intelligibility and loudness
- Advances safety through easy-to-use wireless communication interoperability with mobile field radios
- Provides easy transition from non-tactical to tactical communication modes
- Ensures operational compatibility with both legacy and new Scott SCBA and PPE
- Consolidates device functionality to reduce technology costs
- Improves user communications from the incident scene to remote locations

Future-Proof Your Equipment

Upgrade capabilities and system compatibility with new and existing equipment make the EPIC 3 RI Voice Communication System virtually future-proof so you can maximize your investment. The EPIC 3 RI System delivers multi-purpose communications utility and system compatibility with new and existing equipment.

Specialized communication accessories can also be used with the Lapel Speaker Mic, allowing you to further customize the EPIC 3 RI system to meet your specific requirements.

Supports connectivity and use with EPIC 3 communication accessories such as remote PTT Paddle, remote ring PTT switch, command headset, throat microphone and earpiece, and other future accessories.

AV-3000 HT Facepiece with EPIC 3 RI Voice Amplifier



EPIC 3 RI Bluetooth Lapel Speaker Microphone



PATENTED CYLINDER TECHNOLOGY



Responding to the need for smaller, lighter SCBA, Scott Safety created the 5.5 Air-Pak SCBA. By increasing the pressure in the cylinder to 5500 psig, Scott Safety was able to maintain the traditional form, durability and capacity of the standard cylinder while offering a significant reduction in weight and profile. The 5.5 cylinders are available in 30-minute, 45-minute, 60-minute and 75-minute durations and compatible with the Air-Pak 75 and Air-Pak X3 SCBA. To facilitate integration into the fire service, Scott Safety worked with leading manufacturers to ensure the cylinders work with existing seats and brackets already in the market.

ACCOUNTABILITY



PAK-ALERT PASS DEVICE

Compliant to NFPA 1982, 2013 edition, the Scott Safety Pak-Alert integrated PASS device monitors and alerts for man-down situations, utilizing the new universal sound required by NFPA 1982, 2013 edition.. All Pak-Alert PASS devices that are compliant with 2007 or 2013 Editions of NFPA 1982 may be upgraded to enable Pak-Tracker locator functionality.



PAK-TRACKER FIREFIGHTER LOCATOR SYSTEMS

To complement the Pak-Alert, Scott Safety offers the Pak-Tracker firefighter locator system. The Pak-Tracker enabled SCBA will notify remote users of a man-down situation via the HHR (hand-held receiver). The HHR is also a directional receiver that assists with directing rescue teams to the down personnel.



SEMS II & BLUETOOTH® ENHANCED TELEMETRY

SEMS II includes all of the Pak-Alert PASS and Pak-Tracker locator features but also provides a robust and reliable radio-frequency network to provide PASS and air level status to incident command, and sends evacuation requests to interior teams, reducing radio traffic during emergency conditions. SEMS II utilizes a patented self-healing mesh network, whereby each operating SEMS II enabled Air-Pak SCBA acts as a repeater to help extend the range of the network.

Scott Safety Bluetooth® Enhanced Telemetry is a feature available on the Scott Safety Air-Pak X3 SCBA that can be used in conjunction with specific Motorola® APX radios to communicate PASS and air status information to incident command in scenarios where SEMS II radio connectivity may be limited due to building construction or other environmental conditions.

SEMS II and Bluetooth Enhanced Telemetry are designed to integrate seamlessly with the Scott Safety Imperium ICS for Windows solution to provide critical telemetry information to incident command.



The Scott Story. Since 1932, Scott Safety has been committed to providing outstanding, reliable safety equipment to those whose lives depend on it. Thousands of safety workers, firefighters, police, civil defense and military personnel have counted on Scott for innovative product design, best exemplified by our industry-leading Air-Pak SCBA. We've built a solid reputation on our attention to detail, rigorous quality assurance and exceptional service.

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INVITATION FOR BIDS	
Town of Weaverville 30 South Main Street Weaverville, NC 28787	Bids will be publicly opened: December 12, 2016 at 4pm
Refer ALL inquiries to:	Contract Type: Purchase
Fire Chief, Ted Williams Phone: 828-484-7031 Email: twilliams@weavervillefd.org	Commodity: Self-Contained Breathing Apparatus (SCBA) and Related Components
see page 2 for mailing instructions	Department: Fire Department

NOTICE TO BIDDERS: Pursuant to N.C. Gen. Stat. § 143-129, sealed proposals/bids for Self-Contained Breathing Apparatus (SCBA) and Related Components will be received by the Town of Weaverville at Weaverville Town Hall, 30 South Main Street, Weaverville, North Carolina, 28787, until 4 pm on December 12, 2016, at which time they will be publicly opened and read. Bids submitted by facsimile or email will not be accepted. Late bids, regardless of delivery means, will not be accepted. Unsigned bids will not be considered. No Bidder may withdraw a bid for a period of 60 days after the date of the opening of the bids except as allowed by N.C. Gen. Stat. § 143-129.1. Bid on items as specified. No substitutions. Instructions for submitting bids and complete specifications may be obtained during regular office hours, Monday – Friday, 8:30 am to 5:00 pm, at the same location or by contacting the Town’s Fire Chief, Ted Williams (contact info above).

EXECUTION: In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any and all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54). **Failure to execute/sign this bid prior to submittal shall render the bid invalid.**

Bidder:	Federal ID or Social Security Number:	
Street Address:	PO Box:	Zip:
City, State and Zip:	Phone Number:	
Type/Print Name and Title of Person Signing:	Fax Number:	
Authorized Signature:	Email:	
	I hereby acknowledge the following Addenda:	
Date:		

Offer valid for 60 days from date of bid opening unless otherwise stated herein. Prompt Payment Discount: _____ % if paid within _____ days (see Instructions to Bidders, ¶ 7).

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Town of Weaverville 30 South Main Street Weaverville, NC 28787
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SEALED BID – SCBA

TABULATIONS: Tabulations will normally be available not more than three working days after opening.

TRANSPORTATION CHARGES: FOB Destination - Freight, handling and distribution charges shall be included in the total price of each item listed. Any additional charges included on the invoice shall not be honored for payment, unless authorization by change order by the Town of Weaverville. In cases where materials are shopped against this order by parties, other than the Contractor, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. Complete packing lists must accompany each shipment.

The Town's Fire Department personnel may elect to pick up the units from the manufacturer or a vendor location. If that option is selected, the shipping costs shown on the Pricing Sheet shall be deducted. Aside from that, shipping costs shown on Pricing Sheet shall be for shipment to 3 Monticello Road, Weaverville, North Carolina, 28787.

ADDENDA: It is solely the bidder's responsibility to ensure they have all necessary information prior to submitting a bid/proposal. This includes any and all addenda. Bidder is to acknowledge all addenda by noting them in the Execution section on page 1.

MAIN TOPIC INDEX:

Execution Section – p. 1
Pricing Sheet – p. 3
Specifications – p. 4
Instructions to Bidders – p. 12

TOWN OF WEAVERVILLE

**PRICING SHEET
FOR SELF-CONTAINED BREATHING APPARATUS (SCBA)
AND RELATED COMPONENTS**

FURNISH AND DELIVER:

Item#	Qty	Unit	Description	Unit Cost	Extended Cost
N/A	31	Set	Base SCBA Units per the description below		
			Shipping Costs		
			Training Costs		
			Taxes		

Item#	Base SCBA Unit
31 sets consisting of the following	1 each 4500 psi, NFPA 2013 CBRN compliant, air pack with Mask-Mounted Regulator, Pressure Reducer with CGA Cylinder Connection, EOSTI, Harness and Back Frame Assembly, Rapid Intervention Connection, Integrated Personal Alert Safety System (PASS), Emergency Breathing Support System (Buddy Breathing) and Extended Duration Airline System
	2 each 4500 psi, 30-minute Carbon Cylinders
	1 each Facepiece with Communication Bracket and Mask Bag (quantities of sizes [small, medium and large] to be specified at bid award/contract)
	1 each Electronic Voice Amplifier which is mask-mounted and battery-operated

TOWN OF WEAVERVILLE

**SPECIFICATIONS
FOR SELF-CONTAINED BREATHING APPARATUS (SCBA)
AND RELATED COMPONENTS**

GENERAL SELF-CONTAINED BREATHING APPARATUS REQUIREMENTS:

The purpose of this bid specification is to establish the minimum requirements for an open-circuit self-contained breathing apparatus (SCBA). The SCBA shall consist of the following major sub-assemblies:

1. Full facepiece assembly
2. A removable, facepiece-mounted, positive pressure breathing regulator with air-saver switch
3. An automatic dual path redundant pressure reducing regulator
4. End-of-service time indicators
5. A harness and back frame assembly for supporting the equipment on the body of the wearer
6. A shoulder strap mounted, remote gauge indicating cylinder pressure
7. A rapid intervention crew/universal air connection (RIC/UAC)
8. Cylinder and valve assembly for storing breathing air under pressure

Any exceptions to these specifications must be detailed in a separate attachment. Failure to do so will automatically disqualify the bidder. The SCBA shall maintain all NIOSH standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

The successful bidder must be a sales distributor, authorized by the manufacturer, to sell the equipment specified herein. **A signed document from the manufacturer confirming this should be included with the bid or must be provided prior to and as a condition of the award.**

Full specifications of all items included in your proposal must be submitted with your bid.

Funds received from the federal Assistance to Firefighters Grant Program may be used for a portion of this project and vendors may be required to submit additional documentation and compliance assurances.

Delivery of all SCBAs and all components shall be made within 90 calendar days of contract award and shall be made to the Weaverville Fire Department located at 3 Monticello Road, Weaverville, North Carolina, 28787. The Town's Fire Department personnel may elect to pick up the units from the manufacturer or a vendor location. If that option is selected, the shipping costs shown on the Pricing Sheet shall be deducted.

Before delivering the SCBAs to the Town, a function test shall be performed on the SCBAs. This shall be a complete function test, not just a flow test. This is to ensure that the packs are in complete operating order when delivered. **Upon delivery, a copy of the generated report shall be provided with each unit to verify all units are in optimum functioning condition. A sample copy of the report shall be included with each bid.**

TRAINING:

The successful bidder shall provide, at bidder's expense, initial training of SCBA and related components after delivery of the same. Training will be performed by a factory trained instructor for such time as the respirator users shall require complete instruction in the operation, care and maintenance of the SCBA and all components.

SCBA SPECIFICATIONS:

Item	SCBA – Base Unit Specifications
1	The SCBA shall be approved to NIOSH 42 CFR Part 84 for chemical, biological, radiological and nuclear protection (CBRN).
2	The SCBA shall be compliant to the NFPA 1981, 2013 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.
3	The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
4	If the SCBA is to include an optional integrated self-rescue device, the device shall be compliant to the NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
5	All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.
	<u>Facepiece with Communications Bracket</u>
6	The facepiece shall have a large diameter inlet serving as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator.
7	The facepiece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the facepiece.
8	The full facepiece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.
9	The full facepiece assembly shall be available in three sizes marked “S” for small, “M” for medium, and “L” for large.
10	The facepiece sizes shall be easily identifiable through a color coding scheme.
11	The facepiece assembly, including head harness, shall be latex free.
12	The facepiece series shall have a face seal that is secured to the lens by a U-shaped channel frame that is retained to the lens using two fasteners.
13	The face seal shall be a reverse reflex design for enhanced fit and comfort.
14	The facepiece shall contain inhalation valves that are readily visible to enable quick visual inspections.
15	The lens shall be a single, replaceable, modified cone configuration constructed of a non-shatter type polycarbonate material.
16	In accordance with NIOSH 42 CFR Part 84, the facepiece must meet penetration and impact requirements, including compliance with ANSI Z87.1 – 2010.
17	The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA – 1981, for lens abrasion.
18	The lens shall have an internal anti-fog coating to reduce fogging of the lens.

19	Multi-directional voicemitters shall be mounted on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission.
20	The facepiece assembly shall be able to incorporate multiple electronic communications options (amplification, radio interference, wireless, etc.) without affecting NIOSH approvals or NFPA/CBRN approvals where applicable.
21	The facepiece shall enable the installation of communications brackets on either the right or left side.
22	The head harness shall be a five-point suspension made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection, and be constructed of a para-aramid material for fire, first responder and CBRN applications.
	<u>Mask-Mounted Regulator</u>
23	The facepiece-mounted positive pressure breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static.
24	The breathing regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.
25	The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.
26	The breathing regulator shall have attached a low pressure hose which shall be threaded through the left shoulder strap to couple to the pressure reducing regulator mounted on the back frame.
27	An optional regulator shall be available with a quick-connect coupling in line for use with the optional outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose for a second unit in the event rescue is required.
28	The optional quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions.
29	The optional quick connect coupling shall not allow the air hose to be connected without the HUD connection.
30	The optional quick connect coupling shall also be guarded against inadvertent disconnect during use of the equipment.
31	The low-pressure hose shall be equipped with a swivel attachment at the facepiece mounted regulator.
32	The regulator shall connect to the facepiece by way of a quarter (1/4) turn coupling.
33	The user shall hear an audible sound when the regulator is attached correctly to the facepiece.
34	The regulator shall be equipped with a doughnut shaped gasket which provides a seal against the mating surface of the facepiece.
35	The regulator cover shall be fabricated of a flame resistant, high impact plastic.
36	The breathing regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
37	The demand valve shall use an extended temperature range dynamic O-ring seal composed of a fluorosilicone elastomer.
38	The diaphragm shall include the system exhalation valve and shall be constructed from a high strength butyl elastomer.

39	A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 175 standard liters per minute.
40	The breathing regulator shall be arranged to direct the incoming air over the inner surface of the facepiece for defogging purposes.
41	The components of the breathing regulator shall be constructed of materials that are not vulnerable to corrosion.
42	The flame resistant cover shall contain an air saver switch and pressure demand bias mechanism.
43	It shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
44	This device shall not affect the breathing flow through the system while in operation.
	<u>Pressure Reducer with CGA Cylinder Connection</u>
45	The pressure-reducing regulator shall be mounted at the waist on the back frame and be coupled to the cylinder valve through a short length of internally armored high pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet.
46	In lieu of a manual by-pass, the pressure reducing regulator shall include a back-up pressure reducing valve connected in parallel with the primary pressure reducing valve and an automatic transfer valve for redundant control.
47	The back-up pressure reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted breathing regulator.
48	The alarm warning shall denote a switch from the primary pressure reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.
49	A press-to-test valve shall be included to allow bench testing of the back-up reducing valve.
50	The pressure reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicone elastomer.
51	The pressure reducing regulator shall have incorporated a re-seatable over-pressurization relief valve which shall prevent the attached low pressure hose and facepiece-mounted breathing regulator from being subjected to high pressure.
	<u>End-of-Service Time Indicator (EOSTI)</u>
52	The SCBA shall have two end-of-service time indicators (EOSTI). A tactile alarm and a Heads-Up Display (HUD).
53	The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.
54	The primary EOSTI shall be located in the facepiece-mounted positive pressure regulator.
55	The alarm device shall indicate either low cylinder pressure (33%, +5%, -0%) or primary first stage regulator failure.
56	The HUD shall serve as the secondary EOSTI indicator.
57	The HUD shall be powered by the SCBA's single power supply.
58	It shall be mounted in the user's field of vision on the facepiece-mounted positive pressure regulator.
59	It shall display cylinder pressure in increments of 100%, 75%, 50% and 33%.

60	The display shall not have a numerical representation of bottle pressure.
61	At full bottle pressure, two green Light Emitting Diodes (LEDs) shall be illuminated.
62	At three-quarter bottle pressure, one green LED shall be illuminated.
63	At one-half bottle pressure, one yellow LED shall be illuminated and flash at a rate not to exceed one time (1x) per second.
64	At one-third bottle pressure, one red LED shall be illuminated and flash at a rate not to exceed ten times (10x) per second.
65	The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.
	<u>Harness and Back Frame Assembly</u>
66	A lightweight, lumbar support style back frame and harness assembly shall be used to carry the cylinder and valve assembly and the pressure reducing regulator assembly.
67	The back frame shall be a solid, one-piece black powder-coated aluminum frame that is contoured to follow the shape of the user's back.
68	The back frame shall include a mounting for the pressure reducer.
69	The back frame shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45, 60 or 75 minute cylinders.
70	The harness assembly shall consist of a one size black para-aramid strap with a yellow stripe.
71	The harness assembly shall include box-stitched construction with no screws or bolts.
72	The harness assembly shall incorporate parachute-type, quick release buckles and shall include shoulder and hip pads.
73	The harness shall include a seat-belt type waist attachment.
74	The shoulder strap shall be fitted with Drag Rescue Loop (DRL) capable of being deployed in an emergency situation to drag a downed firefighter to safety.
75	The shoulder strap shall be attached to the back plate by way of a single, articulating metal bracket.
76	The one-piece aluminum back frame should include integrated donning/carry handles.
77	The handles shall allow the user to easily don the SCBA in the "over-head" style and also allow the user to carry the SCBA.
78	The back frame shall include accommodation and mounting spaces suitable for installation of a distress alarm integrated with the SCBA.
79	The mounting spaces shall permit installation of an alarm sensor module in an area between the cylinder hanger locking mechanism and the back frame.
	<u>Rapid Intervention Connection</u>
80	The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2013 edition of the NFPA 1981 Self-Contained Breathing Apparatus Standard.
81	The RIC/UAC shall be an integral part of the high-pressure hose that attaches the cylinder valve to the first stage pressure reducer.
82	The RIC/UAC inlet connection shall be within 4 inches (4") of the tip of the CGA threads of the cylinder valve.
83	The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA.

84	The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.
	<u>Carbon Cylinder</u>
85	The cylinder threads shall be straight with an O-ring or quad-ring gasket type seal.
86	The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required.
87	It shall contain an upper and lower seat such that pressure will seal the stem on the upper seat, thus preventing leakage past the stem.
88	No adjustment shall be necessary during the life of the valve.
89	If the SCBA is equipped with a CGA cylinder connection, the cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection number 346 for breathing air for 2216 and CGA 347 for 4500 and 5500 systems.
90	Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting "lock open service" or "non-lock open service"; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.
91	Each cylinder and valve assembly shall be equipped with a hanger bracket for positive locking attachment of the assembly to the back frame.
92	The SCBA shall maintain all NIOSH and NFPA standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.
93	The cylinder shall be manufactured in accordance with DOT specifications and meet the Transport Canada requirements with a working pressure of 4500 or 5500 psig.
94	The cylinder shall be made of an aluminum alloy.
95	The cylinder shall be available in 30-minute, 45-minute, 60-minute or 75-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).
96	The cylinder shall be lightweight, composite type cylinder consisting of an aluminum allow inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.
97	The cylinder must be new, tested and stamped, with a test date of no more than six months prior to the date of award.
	<u>Personal Alert Safety System (PASS)</u>
98	The PASS device shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems.
99	Operation of this distress alarm shall be initiated with the opening of the valve of a SCBA charged cylinder.
100	The system shall feature a "hands-free" re-set capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.
101	When the PASS device goes into pre-alarm mode, the user shall be notified through a distinct light pattern in the HUD display.
102	The system shall operate from a single power source containing six AA batteries.
103	The battery life of the SCBA with PASS only shall be no less than 200 hours.
104	The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
105	The PASS system shall be upgradeable to include a 2.4 Ghz integrated locator system.

106	The PASS system shall be upgradeable to include a 2.4 Ghz integrated SCBA air/PASS telemetry management system.
107	The PASS device shall contain two components: a console and a sensor module
108	The console shall be located on the user's right shoulder strap.
109	The console shall contain an integral edge lit mechanical pressure gauge that is automatically energized by opening the cylinder valve.
110	The console shall display to the user the following: Pre-Alarm – alternating red flashing LEDs; Full Alarm – dual flashing red LEDs and a flashing PASS icon; Low Battery – red flashing LEDs; Normal System Operation – flashing green LEDs
111	The console shall contain a photo-sensing diode to dim and brighten the HUD as the environment changes.
112	The console shall contain push buttons for user interface.
113	The push buttons shall be designed to minimize accidental activation.
114	A yellow color-coded push button shall permit system reset.
115	A red color-coded push button shall permit manual activation of the full alarm mode.
116	The system shall include a sensor module mounted to the SCBA back frame and located in an area between the cylinder and back frame in a manner designed to protect the assembly from damage.
117	The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.
118	The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual "buddy" indicators.
119	The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.
120	The visual indicators on the back frame mounted sensor module shall flash green during normal operations.
121	The visual indicators shall flash red: 1) when the device is in pre-alert; 2) when the device is in full-alert; and 3) when the SCBA has reached one-third bottle pressure.
	<u>Emergency Breathing Support System "Buddy Breathing"</u>
122	The Optional Dual Emergency Breathing Support System (EBSS) shall be approved to NIOSH 42CFR Part 84, and NFPA 1981, 2013 Edition.
123	The Dual EBSS shall have one of each of the following requirements: (1) a manifold with one each of a female socket and male plug, both of which have check valves; (2) 40-inch minimum low pressure hose; (3) a pouch for storing the hose; and (4) a dust cap for the female socket and male plug.
124	The Dual EBSS system shall be on the wearer's left side and shall be capable of allowing for six feet of hose between like systems.
125	The manifold shall be made of aluminum and be anodized black.
126	The female socket and male plug shall have spacing no less than 15 degrees off center.
127	The female socket shall have a double action to disengage, noted as a "push-in/pull-back."
128	The female socket shall have an internal check valve.
129	The male plug shall have an external check valve.
130	The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.

131	The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36 inches of hose.
132	The pouch shall be attached to the SCBA by pull-the-dot fasteners.
	<u>Extended Duration Airline System</u>
133	An optional manifold shall also have provision for connection of an airline supply for extended duration use while reserving the cylinder supply for egress.
134	The air supply hose length shall be up to 300 feet and require an inlet pressure range of 60 to 115 psig, depending on the length of supply hose used.
135	The check valve within the outlet manifold shall prevent the external release of cylinder air in the event the air supply is either not used or disconnected.
136	Switching from airline supply to cylinder supply shall be accomplished manually by the user by opening the cylinder valve to prevent premature inadvertent use of the cylinder supply without the user's knowledge.
	<u>Electronic Voice Amplifier</u>
137	The respirator shall have an optional facepiece-mounted voice amplification device to electronically project the user's voice.
138	The voice amplification device shall be mounted to the facepiece by means of a bracket that is secured around the voice emitter of the facepiece.
139	The device shall contain a bayonet-style mounting fixture that enables the user to insert the voice amplifier into the bracket and secure it with a quarter (1/4) counter-clockwise turn where it shall lock in place.
140	The device shall contain a thumb latch to permit removal when it is pressed and the device is rotated a quarter (1/4) clockwise turn.
141	The thumb latch shall contain a captive screw that enables the user to prevent removal.
142	The device shall weigh no more than 8 ounces (225 grams) and its size shall not exceed the following dimensions: length – 3.50 inches (8.89 cm); width – 2.0 inches (5.08 cm), depth (extension from voice emitter) – 1.75 inches (4.45 cm).
143	The device shall be able to be upgraded to a voice amplifier, radio interface, and stand-alone radio communication system that all reside in a single housing with a single power source.
144	The device shall contain a momentary on/off switch with a tactile indication and audible click when depressed.
145	The switch shall be covered with a sheath made of silicone material.
146	The device shall contain an LED which illuminates green when the device is activated and flashes once per second when a low battery condition (approximately 10% of battery life remaining) is present.
147	The device shall provide audible tones to indicate that the system has been energized, de-energized and to provide a low battery indication.
148	The device shall be powered by three AAA alkaline batteries, which shall provide no less than 50 hours of continuous operation with fully-charged batteries.
149	The batteries shall be contained in a gasketed compartment secured in place by means of a fastener.
150	The door of the battery compartment shall be user-replaceable.

151	The device shall contain an automatic shut down function that de-energizes the voice amplifier approximately 20 minutes after the last time the user speaks.
152	Designed to conserve battery life when a user forgets to turn off the voice amplifier, the voice amplifier shall be reactivated after shut down by pressing the on/off switch.
153	The microphone shall be located on the surface of the bayonet mounting fixture and voice projection shall be facilitated by means of a circular gasket that seals the device to the communications mounting bracket.
154	The amplifier shall contain a custom speaker designed for pushing sound through background noises commonly found at emergency events.
155	The device shall not feedback for longer than 1 second when worn on a level A haz-mat suit.
156	The device shall be able to provide a minimum STI score of 0.65, even though NFPA minimum requirement is 0.60.
157	The voice amplifier, when attached to the facepiece, shall be able to withstand a 30-minute tumble test.
158	A single voice amplifier shall be able to withstand eight 6-foot drops, once on each side and on two edges.
159	The voice amplifier shall be able to withstand a 30-minute tumble test not attached to the facepiece.
	<u>Warranty</u>
160	The unit shall be covered by a warranty providing protection against defects in materials or workmanship.
161	The warranty shall be for a period of 10 years on the SCBA, except for the pressure reducer which shall be covered for 15 years.
162	Electronic components shall be warranted for five years.

TOWN OF WEAVERVILLE

**INSTRUCTIONS TO BIDDERS
SELF-CONTAINED BREATHING APPARATUS (SCBA)
AND RELATED COMPONENTS**

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **DEFINITIONS:**
 - a. "The Town" or "Town" is the Town of Weaverville, North Carolina
 - b. "Offeror" or "Bidder" is the company, firm, corporation, partnership, individual, etc., submitting a response to this solicitation.
 - c. "Contractor" is the company, firm, corporation, partnership, individual, etc., awarded the contract.
3. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation to Bid, the specifications and the Terms and Conditions. The Town objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. Bid on items as specified. No substitutions.
4. **EXECUTION:** Failure to sign the bid response will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) specific terms and conditions specific to this bid, (2) Specifications, (3) Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 60 days from the date of bid opening.
7. **PROMPT PAYMENT DISCOUNT:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Bids are on the items specified. No substitutions are allowed. Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

9. **INFORMATION AND DESCRIPTIVE LANGUAGE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Town of Weaverville. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** The Town reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If an extended price is obviously in error, the unit price will control.
12. **REFERENCES:** The Town reserves the right to require a list of users of the exact item offered. The Town may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **TAXES:**
 - a. Federal – All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - b. Other – Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
14. **AWARD OF CONTRACT:** The Town will consider such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended purpose; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the Town to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the Town or the bidder, the Town reserves the right to accept any item or group of items on a multi-item bid. The Town of Weaverville reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the Town of Weaverville to be pertinent or peculiar to the purchase in question.
15. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Town invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

16. **CONFIDENTIAL INFORMATION:** The Town assumes no responsibility for confidentiality of information offered in a proposal. The Request for Bids/Requests for Proposal does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. The Town of Weaverville reserves the right to share any information submitted in response to this Request for Bid/Proposal or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C. Gen. Stat. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure or confidential information.**
17. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Written request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become the property of the Town. Each individual sample must be labeled with the bidder's name and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
18. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFAULT AND PERFORMANCE:** In the event any equipment, software, or service furnished by the contractor in the performance of any contract awarded by the Town should fail to conform to the contract specifications, the Town may cancel and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The Town reserves the right to require performance bond or other acceptable alternative guarantees from the contractor without expense to the Town, if so indicated in the bid. The rights and remedies of the Town provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed that necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify the Town in writing, at once, indicating the specific regulation that required such alterations. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. If funds to affect such payment are not available, the contractor agrees to take back any

affected equipment and products furnished under this contract, terminate any services supplied to the Town under this contract, and relieve the town of any further obligation thereof.

4. **TAXES:** The Town of Weaverville is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the contractor or on any taxes levied on employee wages. Applicable state and local sales taxes shall be invoiced as a separate item.
5. **SITUS:** The place of this contract or purchase order, its situs and form, shall be Buncombe County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** The Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment terms for services are due and payable the month following the month for which charges accrue, or in accordance with the contract payment schedule.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all federal and state requirements.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storing and/or shipping.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas sources shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires identification marking of the appropriate safety standard organization, such as: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listing have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

12. **GENERAL INDEMNITY:** The contractor shall hold and save the Town of Weaverville, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation that may be injured or damages by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

13. **ADVERTISING/PRESS RELEASE:** The contractor shall not publicly disseminate any information concerning the contract without prior written approval from the Town of Weaverville or its agent.

14. **PATENT, COPYRIGHT AND TRADE SECRET PROTECTION:**

- a. No deliverable(s) produced, in whole or in part, under this contract, shall be the subject of an application for copyright or patent by or on behalf of the contractor, its employees, agents, officers, assigns, or subcontractor(s). The contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the equipment or software supplied by the contractor, or the operation of such equipment pursuant to a current version of the contractor-supplied operating software, infringes a United States patent, or copyright or violates a trade secret. The contractor shall pay those costs and damages finally awarded against the Town in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the contractor shall be notified within a reasonable time in writing by the Town of any such claim; and
 - ii. That the contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the Town shall have the option to participate in such action at its own expense.
- b. Should the machines, or software, or the operation thereof become, or in the contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent, copyright or trade secret, the Town shall permit the contractor, at its option and expense, either to procure for the Town the right to continue using the equipment or software, or to replace or modify the same so that they become non-infringing and continue to meet bid specifications. If neither of these options can reasonably be taken, or if the use of such equipment or software by the Town shall be prevented by injunction, the contractor agrees to take back such equipment or software and refund any sums the Town has paid contractor less any reasonable amount for use or damage and make every reasonable effort to assist the Town in procuring substitute equipment or software. If, in the sole opinion of the Town, the return of such infringing equipment or software makes the retention of other items of equipment or software acquired from the contractor under this contract impractical, the Town shall then have the option of terminating

the contract, or applicable portions thereof, without penalty or termination charge. The contractor agrees to take back such equipment or software and refund any sums the Town has paid contractor less any reasonable amount for use or damage.

15. **ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C. General Statutes, and federal law, the Town's Finance Director, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records and accounts of the contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other department of the Town of Weaverville pursuant to the performance of this contract or to costs charged this contract. The contractor shall retain any such books, records and accounts for a minimum of three (3) years after the completion of this contract.

16. **ASSIGNMENT:** No assignment of the contractor's obligations or right to receive payment hereunder shall be permitted unless approved in writing, in advance, by the Town.

17. **TERMINATION FOR CONVENIENCE (SERVICE AND INDEFINITE QUANTITY CONTRACTS ONLY):** The Town may terminate this contract, in whole or in part, by giving 30 days prior notice in writing to the contractor. Such notice of cancellation, as required herein, shall be transmitted via US Mail, email or facsimile, with receipt confirmed. The 30-days notice for termination shall begin on the day the receipt is confirmed.

18. **LIMITATION OF LIABILITY:**

- a. Where equipment is under the Town's exclusive management and control, the contractor shall not be liable for any damages caused by the Town's failure to fulfill any Town responsibilities of assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the Town's intended use.
- b. The liability amount may be adjusted by the Town upon a documented total risk assessment, but in no event shall the liability for damages be less than the total value of the contract. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection," to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this contract.

19. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a. The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the Town, employees of the Town, persons designated by the Town for training, or any other person(s) other than agents or employees of the contractor, designated by the Town for any purpose, prior to, during, or subsequent

to delivery, installation, acceptance, and use of the equipment either at the contractor's site or at the Town's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor.

- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the contractor's equipment.
20. **CHANGES:** This order or contract is awarded subject to shipment of quantities, qualities, and prices indicated by the order or contract, and all conditions and instructions of the order and the contract or proposal on which it is based. Any changes made to this order or contract proposed by the contractor is hereby rejected unless accepted in writing by the Town. The Town shall not be responsible for goods or services delivered without a written purchase order or authorization from the Town. Where the Town requests a change, the contractor may submit a request for contract adjustment, which shall be in the form of a complete change proposal fully supported by factual information and shall separately identify all increases and all decreases in costs. The request shall be submitted by a senior official authorized to bind the contractor in a signed writing.
21. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market changes or on the part of the contractor to other customers.
- a. **Notification.** Must be given to the Town in writing, concerning any proposed price adjustment. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases.** Shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases.** All prices shall remain firm against any increased for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the Town reserving the right to accept or reject the increase, or cancel the contract. Such action by the Town shall occur not later than 15 days after the receipt of a properly documented request for price increase. Any increases shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices.** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
22. **TRANSPORTATION:** Transportation of goods shall be FOB Destination. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Town.

23. **SIGNATURE WARRANTY:** Each individual signing warrants that he or she is duly authorized by the contractor to sign this contract and bind the contractor to the terms and conditions of this contract.
24. **COMPLIANCE WITH LAWS:** The contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies, having jurisdiction and/or authority.
25. **SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.
26. **FEDERAL INTELLECTUAL BANKRUPTCY ACT:** The contractor agrees that the Town shall be entitled to all rights and benefits of the Federal Intellectual Bankruptcy Act, Public Law 100-506, and any amendments thereto.
27. **E-VERIFY:** To ensure compliance with the e-Verify requirements of the N.C. General Statutes, all contractors, including any subcontractors employed by the contractor, by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64 (N.C. Gen. Stat. § 64-26(a)) relating to the e-Verify requirements.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

**CONTRACT FOR PURCHASE OF EQUIPMENT BETWEEN
THE TOWN OF WEAVERVILLE, NORTH CAROLINA AND _____**

THIS CONTRACT OF PURCHASE is made and entered into this ____ day of _____, 2016/2017, by and between the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation having a mailing address of P.O. Box 388, Weaverville, NC, 28787 (hereinafter "Town"), and ____ (hereinafter "Contractor"), a North Carolina corporation having a mailing address of _____;

WITNESSETH:

1. **PURPOSE OF CONTRACT** – The Town hereby agrees to award a contract to purchase the items listed below from the Contractor, and Contractor agrees to provide the items so listed to the Town in accordance with the provisions of this contract. The Town is entering into this contract in accordance with a bid award made pursuant to NCGS 143-129. This contract consists of this Contract for Purchase and the following contract documents, all of which are incorporated herein by reference and made a part of this Contract:
 - a. Exhibit A – SCBA Bid Documents submitted by ____
 - b. Exhibit B –
 - c. Exhibit C –

2. **EQUIPMENT/GOODS TO BE PROVIDED** – Contractor shall supply the Town with all items and quantities as listed in Exhibit B which is attached hereto and incorporated herein by reference. It is specifically understood and agreed that the Contractor agrees unconditionally to furnish all of the items referred to above during the stated period or to arrange for the delivery of the items from other suppliers to the Town in accordance with the prices, terms and conditions of this contract.

3. **PRICE AND PAYMENT** – The Town agrees to pay for those items provided by Contractor as set forth in Exhibit B (which is attached hereto and incorporated herein by reference) that are received, approved and accepted by the Town at the following price: \$_____. Payment will be made within 30 days after receipt of an approved invoice.

4. **DELIVERY** – Contractor agrees to deliver to the specified point of delivery the items set forth in this contract on or before 90 days from the receipt of the order. Contractor acknowledges that the failure to deliver the items as specified shall give the Town the right to terminate this contract.

5. DEFAULT PROVISIONS –

- a. The Town may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - i. If the Contractor fails to make delivery of the supplies or equipment or to perform the services within the time specified herein or any extension granted by the Town thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms, and in either of these two circumstances does not cure such failure within a period of ten days (or such other period as the Town Manager may authorize in writing) after receipt of notice from the Town Manager specifying such failure.
 - b. In the event the Town terminates this contract in whole or in part, as provided in subparagraph (a) of this paragraph 5, the Town may procure, upon such terms and in such manner as the Town Manager may deem appropriate, supplies or equipment similar to those so terminated, and the Contractor shall be liable to the Town for any excess costs for such similar supplies or equipment; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under provisions of this clause.
 - c. The contractor shall not be liable for any excess of costs if acceptable evidence has been submitted to the Town Manager that failure to perform this contract was due to causes beyond the control and without the fault or the negligence of the Contractor.
6. **WARRANTIES** – Contractor warrants that the specifications of the above-named and described supplies or equipment are as set forth by Contractor and that said supplies or equipment will in all ways comply with the minimum requirements contained in the Invitation for Bids, Specifications, Instructions to Bidders and General Terms and Conditions for Goods and Services.
7. **DISPUTES** – Except as otherwise provided in this contract, any dispute concerning a fact arising under this contract which is not disposed of shall be decided after hearing by the Town Manager, who shall reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Town Manager shall be final and binding.
8. **INCREASES OR REDUCTIONS OF QUANTITIES** – The unit prices shall not vary, notwithstanding any increase or reduction in the quantities to be delivered hereunder, and no claims for damages shall be made by or allowed to the Contractor by reason of such increase or reduction.

9. **INSURANCE REQUIREMENTS** – Before commencing any work, the Contractor shall procure insurance in the Contractor’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by the Contractor or anyone directly or indirectly employed by Contractor.

a. Commercial General Liability

- i. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
- ii. CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- iii. The Town of Weaverville, its officers, officials, agents and employees, are to be covered as additional insured under the CGL by endorsement CG 20 10 or CG 20 33 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Weaverville, its officers, officials, agents and employees.
- iv. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured’s work, when those exposures exist.
- v. The contractor’s CGL insurance shall be primary as respects the Town of Weaverville, its officers, officials, agents and employees. Any other insurance or self-insurance maintained by the Town of Weaverville, its officers, officials, and employees shall be excess of and not contribute with the contractor’s insurance.
- vi. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the contractor for the Town of Weaverville.

- b. Workers' Compensation and Employer's Liability
 - i. Contractor shall maintain Workers' Compensation Insurance, as required by the General Statutes of the State of North Carolina, and Employer's Liability Insurance.
 - ii. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$100,000 for each accident for bodily injury by accident, \$100,00 each employee for bodily injury by disease, and \$500,000 policy limit.
 - iii. The insurer shall agree to waive all rights of subrogation against the Town of Weaverville, its officers, officials, agents and employees for losses arising from work performed by the contractor for the Town of Weaverville.
- c. Business Auto Liability
 - i. Contractor shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
 - ii. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.
 - iii. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
 - iv. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
 - v. The contractor's Business Auto Liability insurance shall be primary as to the Town of Weaverville, its officers, officials, agents and employees. Any other insurance or self-insurance maintained by the Town of Weaverville, its officers, officials, agents and employees, shall be excess of and not contribute with the contractor's insurance.
- d. Deductibles and Self-Insured Retentions – The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the Town of Weaverville is an insured under the policy.
- e. Miscellaneous Insurance Provisions – The policies are to contain, or be endorsed to contain, the following provisions:
 - i. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be cancelled by either party except after 30 days prior written notice has been given to the Town of Weaverville, PO Box 338, Weaverville, NC, 28787.
 - ii. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- f. Acceptability of Insurers – Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of not

less than A VII unless specific approval has been granted by the Town of Weaverville.

g. Evidence of Insurance

- i. The contractor shall furnish the Town of Weaverville with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
- ii. Evidence of additional insured status shall be noted on the certificate of insurance.
- iii. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the Town of Weaverville with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

10. INSPECTION – The Town shall receive and shall inventory and inspect the supplies or equipment delivered. The Town shall determine whether the quality of said supplies or equipment is in accordance with the specifications as referenced herein. The Town is authorized to reject supplies or equipment in contravention of this contract and of the said specifications; and Contractor, at its own cost and expense, shall remove such rejected supplies or equipment upon direction of the Town.

11. RELEASE AND INDEMNITY – To the fullest extent permitted by law, Contractor shall release, indemnify, keep and save harmless the Town, its officers, officials, agents and employees, from any and all responsibility or liability for any and all damage or injury of any kind of nature whatever (including death resulting therefrom) to all persons, whether agents, officers, officials or employees of the Town or third persons, and to all property, proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by Contractor (or any person acting for the Contractor or for whom the Contractor is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Contractor, its agents, officers, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the Town, its agents, officers, officials and employees including alleged injury to business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the Town, its agents, officers, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the

Town, its agents, officers, officials, or employees. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to release, indemnify, keep and save harmless and defend the Town as herein provided. The intention of the parties is to apply and construe broadly in favor of the Town the foregoing provisions subject to the limitations, if any, set forth in NCGS 22B-1.

12. **PERSONNEL** – It is mutually agreed that Contractor is an independent contractor and not an agent of the Town and, as such, the Contractor shall not be entitled to any Town employment benefits such as, but not limited to, vacation, sick leave, insurance, workers' compensation, or pension and retirement benefits.
13. **CONFLICT OF INTEREST** – No paid employee of the Town shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.
14. **NON-WAIVER OF RIGHTS** – It is agreed that the Town's failure to insist upon strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.
15. **ASSIGNMENT OF AGREEMENT** – It is mutually agreed by the parties hereto that this contract is not transferable by either party without the written consent of the other party to this agreement.
16. **ENTIRE AGREEMENT** – This contract constitutes the entire understanding of the parties.
17. **BINDING EFFECT** – The contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.
18. **CONTINUING OBLIGATION** – The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the contract.
19. **REFERENCES** – Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.
20. **INTERPRETATION** – All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the

less stringent or lower standard. Notwithstanding the presumption of law whereby an ambiguity or conflict in provisions shall be construed against the drafter, the parties hereto acknowledge that they were entitled to representation by counsel and having obtained such counsel, this contract has been negotiated at arm's length by both parties, and they have both participated in the drafting of this contract. Therefore, such presumption shall not be applied if any provision or term of this contract requires judicial interpretation.

21. **SAVING CLAUSE** – If any section, subsection, paragraph, sentence, clause, phrase or portion of this contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.
22. **OTHER LAWS AND REGULATIONS** – Contractor will comply with any and all applicable federal, state and local standards, regulations, laws, statutes, and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Contractor will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state, or local agency having jurisdiction, to insure the prompt provision of cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances of any permits or conditions issued thereunder. Contractor specifically acknowledges and agrees that Contractor, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal e-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 CFR 681.1 and in accordance with NCGS 132-1.10 and 75-65.
23. **AUTHORITY TO ACT/IDA CERTIFICATION** – Each of the persons executing this contract on behalf of the Contractor does hereby covenant, warrant and represent that the Contractor is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the Contractor has full right and authority to enter into this contract, and that each and all persons signing on behalf of the Contractor were authorized to do so. The undersigned certifies that Contractor is not listed on the Final Divestment List created by the NC State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and NCGS 147, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
24. **AMENDMENTS** – This contract shall not be modified or otherwise amended except in writing signed by the parties.

25. **NON-DISCRIMINATION** – Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this contract because of race, creed, color, sex, age, disability or national origin. To the extent applicable, Contractor will comply with all provisions of Executive Order No. 11246, the Civil Rights Act of 1964 (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this contract and may result, at Town’s option, in a termination or suspension of this contract in whole or in part.

26. **NON-APPROPRIATION** – In the event no Town funds or insufficient Town funds are appropriated or otherwise unavailable by any means whatsoever in any fiscal year for any payment due under this contract, then the Town will immediately notify Contractor of such occurrence and this contract shall create no further obligation of the Town as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Town of any kind whatsoever.

TOWN OF WEAVERVILLE, NORTH CAROLINA

BY: _____
DOTTIE SHERRILL, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

SELENA D. COFFEY, Town Clerk

JENNIFER O. JACKSON, Town Attorney

FINANCE OFFICER’S CERTIFICATION STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

TONYA DOZIER, Finance Director

DATE: _____

**RHINEHART FAMILY COMPANY, INC., dba
RHINEHART FIRE SERVICES**

BY: _____
President/Vice President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public, certify that
_____, personally came before me this day and
acknowledged that he/she _____ of _____, a North Carolina
corporation, and that by authority duly given and as the act of the corporation, he/she
executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and seal this the _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 19th, 2016
Subject: Request for Staff level acceptance of Lakeside Meadows S/D Street system into the Town of Weaverville Street System
And set the Defects Guarantee

Presenter: Tony Laughter, Public Works Director

Attachments: No

Description:

1. Manager Selena Coffey, Attorney Jennifer Jackson and I request council to approve Staff Level acceptance of the Lakeside Meadows Street System and Easement pending final approval by staff. The street system is complete and development on all lots has been completed. We still need a Mylar of the Street ROW signed and recorded. Jennifer Jackson will review the Title Opinion. Minor details remain that should be completed within two or three weeks.
2. Final inspection of punch-list items have been communicated to the developer and items will be addressed prior to Public Works Director's approval.
3. Items that remain to be completed for acceptance:
 - a) Resolve water standing in 2 storm water inlet boxes below curve.
 - b) Damaged valve box in street must be replaced and patched.
 - c) Review and Acceptance of Street ROW Documents by Town Manger Selena Coffey. Final review of Title and Documents by Town's Attorney, Jennifer Jackson.
 - d) Recordation of required documents.

Action Requested: Council discussion and decision to allow or not allow staff level final acceptance of the Street and Easement into the Weaverville Street System in accordance with Weaverville Subdivision Ordinance. I recommend a **\$5,000.00** Defects Guarantee.

SUGGESTED MOTION - I move that the streets within Lakeside Meadows Subdivision be accepted into the Town's street system subject to final approval by the Public Works Director, Town Manager and Town Attorney, recordation of necessary documents, and developer's delivery of an acceptable \$5,000 defects guarantee.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 19th, 2016
Subject: Request for Staff level acceptance of Water Line and Easement into the Town of Weaverville Water System>
Set Phase 1 Defects Guarantee

Presenter: Tony Laughter, Public Works Director

Attachments: No

Description:

1. Manager Selena Coffey, Attorney Jennifer Jackson and I request council to approve Staff Level acceptance of the Maple Trace Subdivision Phase 1 Water Line and Easements. The Mylar Plat for Phase 1 Water line and Easements have been approved by me and accepted by Town Manager Selena Coffey. The Phase 1 Water System is complete. The Mylar Plat still requires recording by the developer. Jennifer Jackson will review the Title Opinion.
2. Final inspection of punch-list items have been communicated to the developer and items will be addressed prior to Public Works Director's acceptance approval.
3. Items that remain to be completed for acceptance:
 - a) Review and Acceptance of Title and Documents by Town's Attorney, Jennifer Jackson.
 - b) Recordation of required documents.
 - c) Punch list items corrected.

Action Requested: Council discussion and decision to allow or not allow staff level final acceptance of the Maple Trace Phase 1 Water line and Easement into the Weaverville System in accordance with Weaverville Water Policies and Procedures. I recommend a **\$5,000.00** Defects Guarantee.

SUGGESTED MOTION - I move that the waterlines for Phase I of the Maple Trace Subdivision be accepted into the Town's water system subject to final approval by the Public Works Director, Town Manager and Town Attorney, recordation of all necessary documents, and developer's delivery of an acceptable \$5,000 defects guarantee.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 19, 2016

SUBJECT: Public Hearing and Action on Annexation Petition and Initial Zoning Request for 145 Monticello Road

PRESENTER: Town Attorney

ATTACHMENTS: Certificate of Sufficiency and Voluntary Annexation Petition and Supporting Documents
Planning and Zoning Board Recommendation on Initial R-12 Zoning Proposed Annexation Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

As contemplated by Town Council action to approval a water allocation for the 168-unit apartment complex to be located at 145 Monticello Road, the Town is in receipt of a voluntary annexation petition which requests that the property located at 145 Monticello Road be annexed into the Town's limits under an R-12 zoning district classification.

The Clerk has certified that the annexation petition is sufficient and Town Council scheduled tonight's public hearing in order to solicit public comment on the proposed annexation and the initial zoning request of R-12 zoning. The Planning and Zoning Board has reviewed the matter and attaches its recommendations for inclusion in the public hearing.

COUNCIL ACTION REQUESTED:

Town Council action to adopt the proposed annexation ordinance will be appropriate at the close of tonight's public hearing.

Dottie Sherrill
Mayor

The Town of
Weaverville
NORTH CAROLINA

Doug Dearth
Council Member

Patrick Fitzsimmons
Council Member

Doug Jackson
Council Member

Andrew Nagle
Council Member

John Penley
Council Member

**CERTIFICATE OF SUFFICIENCY OF
NON-CONTIGUOUS ANNEXATION PETITION**

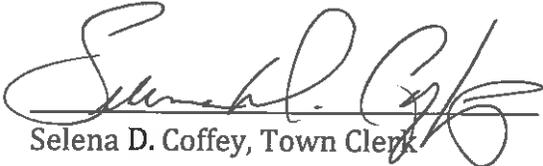
TO THE WEAVERVILLE TOWN COUNCIL:

I, Selena D. Coffey, Weaverville Town Clerk, do hereby certify that I have investigated the Annexation Petition of Weaverville Apartments, LLC, and have found as a fact:

1. That said Petition is signed by all the owners of 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 is not a subdivision; and
6. That the area within the proposed satellite corporate limits, when added to the area within 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 8th day of November, 2016.


Selena D. Coffey, Town Clerk

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

Submittal Date: 10/6/16
 Date Fee Paid: 10/16/16
 Petition No: 2016-3

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Weaverville Apartments, LLC Attn: Phil Payonk 806 Green Valley Rd. Ste 211 Greensboro NC 27408	336-553-1700 ppayonk@hrpliving.com	DB: 5384 P1210 PIN: 9733-81-5444	Phil P. Payonk

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

Total Acreage to be annexed: 14.00
 Population in annexed area: 168 units
 Proposed Zoning District:
 Reason for annexation: Receive Town Services Other (please specify)

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

**PETITION FOR VOLUNTARY ANNEXATION
DATA SHEET**

Town of Weaverville, North Carolina

Submittal Date: 10/6/16
Petition No. 2016-3
Annexation Area Name: Monticello Road

Petitioner: Weaverville Apartments, LLC
Subject Area Acreage: 14.00
Current Land Use: EMP - Burcombe County
Proposed Land Use or Development (describe): R-12

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

Residential (multi-family): Number of Units: 168 Anticipated build out in 1 years
Owned: Average Sales Price: \$ _____ /building unit
Rental: Average Rental Amt: \$ 1,000 /month

Retail: Square footage: _____ Anticipated build out in 1 years
Type of tenancy: _____

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

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

Development Scale: Max building height of 50'; max number of stories of 3

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

Other Public Services Requested (describe): POLICE SERVICES

Zoning Vested Rights Claimed (describe and attach documentation): SBS ENCLOSED SITS PLAN

Mal P. [Signature]
Signature of Owner(s)

Exhibit A

Legal Description

BEING A PORTION OF PARCEL 2 OF PLAT BOOK 144 PAGE 7 OF THE BUNCOMBE COUNTY REGISTER OF DEEDS (PIN NUMBER 9733614469 OF THE BUNCOMBE COUNTY TAX MAPPING DEPARTMENT), PARCEL 1 OF PLAT BOOK 144 PAGE 7 (PIN NUMBER 9733710005), AND THAT PROPERTY SHOWN ON PLAT BOOK 108 PAGE 187 (PIN NUMBER 9733712215), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set on the proposed future dedicated right of way line of Monticello Road (S.R. 1727), THENCE, on a new line, N68°11'21"W, 250.00 feet (crossing the eastern line of Parcel 2 OF Plat Book 144 Page 7, said line shown on said plat as the "Right of Way Line and W'LY Line of D.B. 5229 p.965) to an iron rod set, a new corner; THENCE, on a new line, S21°48'39"W, 253.36 feet to a point on the western line of Parcel 1, Plat Book 144 Page 7; THENCE, continuing on a new line, S21°48'39"W, 152.76 feet to an iron rod set, a new corner in the northern line of Don L. & Orva L. Roberts, as described in Deed Book 894 Page 268; THENCE, with Roberts, the N37°55'59"W, 31.34 feet to an existing iron rod, an old corner of Parcel 1 & Parcel 2 of Plat Book 144 Page 7 in the line of Roberts; THENCE, with Roberts, N37°55'59"W, 32.69 feet to an existing iron pipe; THENCE, with Roberts, N70°53'16"W, 1085.57 feet to an existing iron rod, a corner with Roberts in the eastern line of Martin Blank, Deed Book 1607 Page 174; THENCE, with Blank, N05°25'41"E, 487.33 feet to an iron rod set, a corner in the line of Blank with Riverside Stump Dump, Inc, Deed Book 4900, Page 1080; THENCE, with Riverside Stump Dump, S71°19'26"E, 9.87 feet to an existing iron pipe; THENCE, continuing with Stump Dump, S71°19'26"E, 1491.44 feet to an existing iron pipe, a common corner with Riverside Stump Dump, HMOVHN-3VHM LLC as shown on Plat Book 110 Page 23, and the aforementioned Property shown on Plat Book 108 Page 187; THENCE, with HMOVHN-3VHM LLC, S71°19'26"E, 19.04 feet to an iron rod set; THENCE, with HMOVHN-3VHM LLC, S66°42'09"E, 9.06 feet to an iron rod set in the proposed future dedicated right of way line of Monticello Road (S.R. 1727); THENCE, with HMOVHN-3VHM LLC, S66°42'09"E, 57.96 feet to a point in the current right of way of Monticello Road; THENCE, S22°49'22"W, 124.00 feet to point in the current right of way of Monticello Road; THENCE, on a new line, N68°11'21"W, 55.75 feet to an iron rod set, the Place and POINT OF BEGINNING, having a gross area of 14.163 acres, more or less (0.163 acres in proposed future right of way dedication).

Together with Seller's right, title and interest in and to any and all easements related to or affecting the property described above.

**PETITION FOR VOLUNTARY ANNEXATION
 CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY
 Town of Weaverville, North Carolina**

The undersigned, being (a/the) duly elected, qualified and active member / manager of WEAVERVILLE APARTMENTS, LLC, a limited liability company organized and existing in the State of North Carolina (hereinafter "Company"), does hereby certify that:

1. That the Company currently exists and is in good standing with the NC Secretary of State;
2. That a controlling majority of the members and the manager of the Company have adopted resolutions with respect to the attached/foregoing Petition for Voluntary Annexation and such resolutions have been duly and validly adopted and are in full force and effect.
3. That said resolutions adopted/approved the Petition for Voluntary Annexation and authorized any and all actions on behalf of the Company to complete the process for the Petition to be approved by the Town of Weaverville and that no further authorizing action need be taken.
4. That the said resolutions authorized the following person or persons to execute all documents in connection with the Petition for Annexation and that the signature appearing to the right of their name(s) is his/her genuine signature:

NAME	OFFICE HELD	SIGNATURE
<u>MARK P. REYNOLDS</u>	<u>MEMBER</u>	<u>Mark P. Reynolds</u>
_____	_____	_____
_____	_____	_____

THIS the 4 day of October, 2016.

STATE OF NORTH CAROLINA
 COUNTY OF Guilford

I, Sherril G. McGee, a Notary Public, certify that Mark P. Reynolds personally came before me this day and acknowledged that he/she is the Member of Weaverville Apartments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the Company, the foregoing Certificate of Authority was signed by him/her on behalf of the Company. Witness my hand and seal this the 4th day of October, 2016.



Sherril G. McGee
 Notary Public

My Commission Expires: 2/12/2017

Dottie Sherrill
Mayor

The Town of
Weaverville
NORTH CAROLINA

Walter Currie
Council Member

Doug Dearth
Council Member

Gene Knoefel
Council Member

John Penley
Council Member

Doug Jackson
Council Member

August 25, 2015

Ward and Smith, P.A.
82 Patton Avenue, Suite 300
Asheville, NC 28801

Re: 145 Monticello Road; Request for water services and fire protection

Dear Mr. Allen:

At our Town Council meeting held on August 17, 2015, Weaverville Town Council ("Town Council") voted to approve your request for water services and fire protection serving the proposed 168 unit apartment project named "Hawthorne at Weaverville" located off Monticello Road, Weaverville, NC.

Your client, Petitioner Berkley Hall has agreed to provide the Town of Weaverville with a Petition for Voluntary Annexation. However, Town Council confirms that the Project will be implemented pursuant to the Buncombe County Development Ordinances. In addition, to make development standards clear, the Annexation Petition shall attach the Application for a Conditional Use Permit pursuant to Buncombe County Development Ordinances as evidence of Petitioner's established vested rights. If the Town decides to annex the site at all, it will wait to do so until after such time as development has begun pursuant to the Buncombe County Development Ordinances.

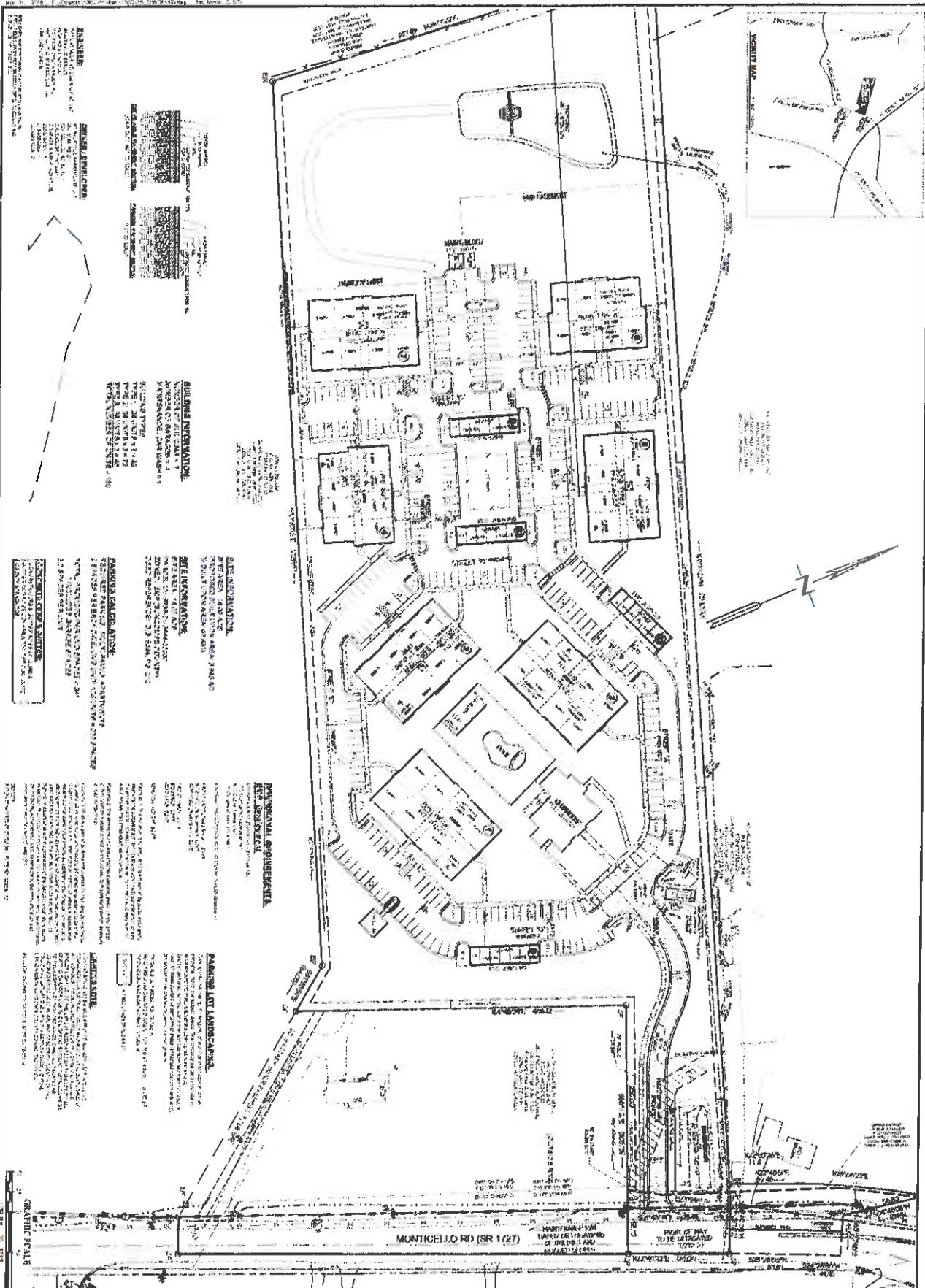
Sincerely,


Selena Coffey
Weaverville Town Manager

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

(828) 645-7116 • Fax (828) 645-4776

www.weavervilleenc.org



NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
8. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
11. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

BUILDING INFORMATION:

ARCHITECT: [Name]
 ENGINEER: [Name]
 DATE: [Date]
 SHEET NO. [Number] OF [Total Sheets]

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.

5. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

PERSONAL INFORMATION:

DATE: [Date]
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PLANNING LOT LAYOUT:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

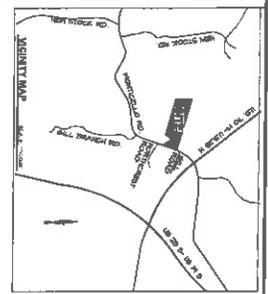
4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED PRIOR TO CONSTRUCTION.

5. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.

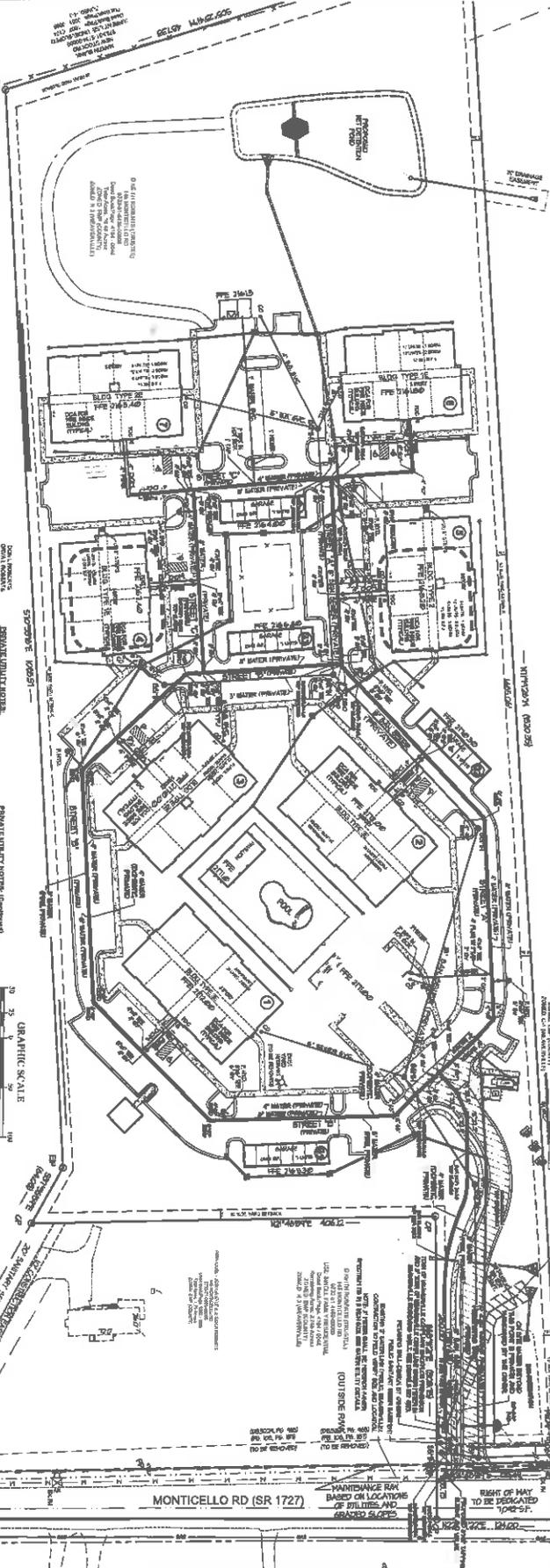
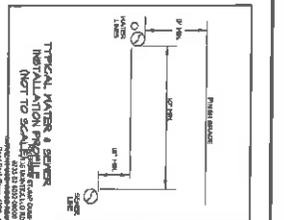
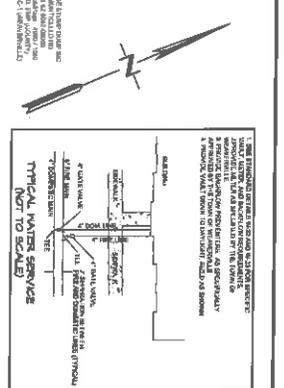
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

<p>DATE: 11/11/11</p> <p>SCALE: 1" = 30'</p> <p>DATE: 11/11/11</p> <p>PROJECT: 145 MONTICELLO RD</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>APPROVED BY: [Name]</p>	<p>CITE PLAN</p> <p>MONTICELLO APARTMENTS</p> <p>145 MONTICELLO ROAD</p> <p>BUNCOMBE COUNTY ~ NORTH CAROLINA</p>		<p>ENGINEERING AND SURVEYING, INC.</p> <p>1400 W. 80 STREET, SUITE 100</p> <p>RALEIGH, NORTH CAROLINA 27603</p> <p>PHONE: (919) 875-8800 • FAX: (919) 875-8700</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION														
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- PRIVATE WATER MAINS:**
1. ALL WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY WATER MAIN SPECIFICATIONS AND REGULATIONS.
 2. ALL WATER MAINS, INCLUDING ANY BRANCHES, SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY WATER MAIN SPECIFICATIONS AND REGULATIONS.
 3. ALL WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY WATER MAIN SPECIFICATIONS AND REGULATIONS.
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 10. ALL WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY WATER MAIN SPECIFICATIONS AND REGULATIONS.



ALL CONSTRUCTION MUST PROTECT TO THE UNDERGROUND UTILITY PROTECTION ACT

CONTACT ONE-CALL CENTER
 1-800-487-4949

CONTRACTOR'S OBLIGATION:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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WATER MAIN GENERAL NOTES:

1. ALL WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY WATER MAIN SPECIFICATIONS AND REGULATIONS.
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SEWER MAIN GENERAL NOTES:

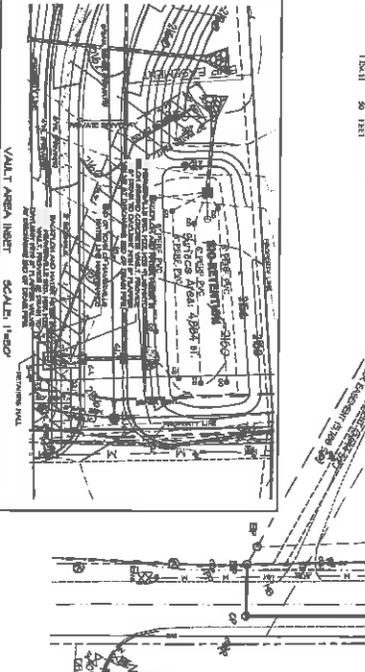
1. ALL SEWER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY SEWER MAIN SPECIFICATIONS AND REGULATIONS.
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STORMWATER GENERAL NOTES:

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SWIMMING POOL GENERAL NOTES:

1. ALL SWIMMING POOLS SHALL BE INSTALLED IN ACCORDANCE WITH THE BUNCOME COUNTY SWIMMING POOL SPECIFICATIONS AND REGULATIONS.
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MATERIALS PLAN

SCALE: 1" = 50'-0"

DATE: 03/21/16

PROJECT: 160-0-15

DRAWN BY: J.B.

SHEET: 4.1

ENGINEERING AND SURVEYING, INC.
 LAND SURVEYING CONSULTANTS
 4400 THYNG STREET
 HIGH POINT, NORTH CAROLINA 27255
 PHONE: (336) 812-8800 - FAX: (336) 812-8780

SEAL: [Professional Engineer Seal]

REVISIONS

NO.	DATE	DESCRIPTION

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

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

OWNER/APPLICANT NAME:

WEAVERVILLE APARTMENTS, LLC

APPLICATION DATE:

10/5/16

PHONE NUMBER:

336-553-1700

MAILING ADDRESS:

806 GREEN VALLEY RD

STS 311

GREENSBORO, NC
27408

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

The Zoning Map

The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS:

145 MONTICELLO RD
WEAVERVILLE, NC

PIN:

9733-61-5444

LOT AREA (acres):

CURRENT ZONING DISTRICT:

EMP (Buncombe Co)

PROPOSED ZONING DISTRICT:

RM-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- Total acreage
- Current owner(s) and date of survey
- Property location relative to streets
- North arrow
- Existing easements, rights of way, or other restrictions on the property
- Areas located within the floodplain
- Natural terrain of 15% or greater grade
- Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S):

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

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jellen@weavervillenc.org

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

Mark P. [Signature] 10/6/16
SIGNATURE OF APPLICANT DATE

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

REZONING FEE SCHEDULE:

1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

OFFICE USE ONLY

FEE: \$ <u>750⁰⁰</u>	DATE PAID: <u>10/6/16</u>	<input checked="" type="checkbox"/> CHECK	<input type="checkbox"/> CASH
DATE OF INTIAL COUNCIL MEETING:		ACTION TAKEN:	
DATE OF PLANNING BOARD MEETING:		ACTION TAKEN:	
DATE OF PUBLIC HEARING & COUNCIL DECISION:		FINAL ACTION:	

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
145 MONTICELLO ROAD
ANNEXATION #2016-3**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-58.1 to annex the non-contiguous area described below; and

WHEREAS, Town Council directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation and initial zoning was held in the Town's Council Chambers at Town Hall on December 19, 2016, at 6:00 p.m., after due notice by publication on December 7, 2016; and

WHEREAS, the Town Council finds that the petition meets the requirements of N.C. Gen. Stat. § 160A-58.1, including specifically the following:

That the nearest point of the annexed area is no more than three (3) miles from the primary corporate limits of the Town of Weaverville;

That no point on the annexed area is closer to the primary corporate limits of any other town or city than the primary corporate limits of the Town of Weaverville;

The annexed area is so situated that the Town of Weaverville will be able to provide the same services within the annexed area that it provides within its primary corporate limits;

That the annexed area is not a subdivision;

That the annexed area, when added to the area within all other satellite corporate limits of Weaverville, does not exceed ten percent (10%) of the area within the Town of Weaverville's primary corporate 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-58.1, the following territory is hereby annexed and made part of the Town of Weaverville as of January 1, 2017:

SEE ATTACHMENT EXHIBIT A

2. Upon and after January 1, 2017, the above-described territory and its citizens and property 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 of Weaverville. Said territory shall be subject to municipal taxes according to N.C. Gen. Stat. § 160A-58.10.
3. The Conditional Use Permit that was issued in November of 2015 by Buncombe County to Berkley Hall Construction LLC for the apartment complex currently under construction within the annexed area shall be in full force and effect as a vested right and shall for all purposes on and after January 1, 2017, be administered as a special use permit under the Town's zoning provisions as if the Conditional Use Permit were originally granted by the Town's Zoning Board of Adjustment.
4. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Paragraph 1 above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.

ADOPTED THIS the 19th day of December, 2016 by a ____ out of ____ vote.

DOTTIE SHERRILL, Mayor

ATTESTED BY:

SELENA D. COFFEY, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

I, _____, a Notary Public, certify that Selena D. Coffey 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 December, 2016.

Notary Public

My Commission Expires: _____

DRAFT

Exhibit A

Legal Description

BEING A PORTION OF PARCEL 2 OF PLAT BOOK 144 PAGE 7 OF THE BUNCOMBE COUNTY REGISTER OF DEEDS (PIN NUMBER 9733614469 OF THE BUNCOMBE COUNTY TAX MAPPING DEPARTMENT), PARCEL 1 OF PLAT BOOK 144 PAGE 7 (PIN NUMBER 9733710005), AND THAT PROPERTY SHOWN ON PLAT BOOK 108 PAGE 187 (PIN NUMBER 9733712215), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set on the proposed future dedicated right of way line of Monticello Road (S.R. 1727), THENCE, on a new line, N68°11'21"W, 250.00 feet (crossing the eastern line of Parcel 2 OF Plat Book 144 Page 7, said line shown on said plat as the "Right of Way Line and W'LY Line of D.B. 5229 p.965) to an iron rod set, a new corner; THENCE, on a new line, S21°48'39"W, 253.36 feet to a point on the western line of Parcel 1, Plat Book 144 Page 7; THENCE, continuing on a new line, S21°48'39"W, 152.76 feet to an iron rod set, a new corner in the northern line of Don L. & Orva L. Roberts, as described in Deed Book 894 Page 268; THENCE, with Roberts, the N37°55'59"W, 31.34 feet to an existing iron rod, an old corner of Parcel 1 & Parcel 2 of Plat Book 144 Page 7 in the line of Roberts; THENCE, with Roberts, N37°55'59"W, 32.69 feet to an existing iron pipe; THENCE, with Roberts, N70°53'16"W, 1085.57 feet to an existing iron rod, a corner with Roberts in the eastern line of Martin Blank, Deed Book 1607 Page 174; THENCE, with Blank, N05°25'41"E, 487.33 feet to an iron rod set, a corner in the line of Blank with Riverside Stump Dump, Inc, Deed Book 4900, Page 1080; THENCE, with Riverside Stump Dump, S71°19'26"E, 9.87 feet to an existing iron pipe; THENCE, continuing with Stump Dump, S71°19'26"E, 1491.44 feet to an existing iron pipe, a common corner with Riverside Stump Dump, HMOVHN-3VHM LLC as shown on Plat Book 110 Page 23, and the aforementioned Property shown on Plat Book 108 Page 187; THENCE, with HMOVHN-3VHM LLC, S71°19'26"E, 19.04 feet to an iron rod set; THENCE, with HMOVHN-3VHM LLC, S66°42'09"E, 9.06 feet to an iron rod set in the proposed future dedicated right of way line of Monticello Road (S.R. 1727); THENCE, with HMOVHN-3VHM LLC, S66°42'09"E, 57.96 feet to a point in the current right of way of Monticello Road; THENCE, S22°49'22"W, 124.00 feet to point in the current right of way of Monticello Road; THENCE, on a new line, N68°11'21"W, 55.75 feet to an iron rod set, the Place and POINT OF BEGINNING, having a gross area of 14.163 acres, more or less (0.163 acres in proposed future right of way dedication).

Together with Seller's right, title and interest in and to any and all easements related to or affecting the property described above.